

2nd Council Regular Meeting
Monday, June 20, 2022 7:00 PM

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

Agenda

1. Mayor Bergman calls meeting to order, with the "Pledge of Allegiance" and the "Open Meeting Statement" as required by NE State Statutes 84-1407 through 84-1414; Mayor Bergman also states that the City Council may vote to go into Closed Session on any agenda item as allowed by NE State Statute 84-1410.
2. Submittal of Requests for Future Agenda Items
3. Reserve Time to Speak on an Agenda Item
4. Allen Wilshusen, Howard County Emergency Management Director will be present to introduce himself - (402)768-1489 or (308)754-4933.
5. Discuss - Approve / Deny the Solar Lease and Easement Agreement, along with the Memorandum of Solar Lease and Easement Agreement.
6. **Nuisance at 108 Howard Avenue regarding an Unsafe Building Structure:**
On Monday, June 6, 2022 the City Council approved Resolution 2022-5 determining that 108 Howard Avenue constitutes a public nuisance on property more legally described as: (SP VIL) Tract A in Lot 7; 3-174-10 St. Paul, Howard County, Nebraska. The City Council members denied Mr. & Mrs. Padrnos's appeal. Mr. & Mrs. Padrnos were granted five (5) days from the date of the "Notice" to abate said nuisance (midnight on Monday, June 13, 2022). Failure to abate nuisance shall result in nuisance being abated by the City of St. Paul and the cost of abatement shall be assessed upon the premises and constitutes a lien upon the premises until paid.
Next step in Nuisance Process: Municipal Code 4-318; Nuisances; Record of Expenses: The City shall keep an itemized account of the expenses involved in abating the nuisance. The City shall post conspicuously on the property and it shall also mail to the owner of the property a statement showing the expense of the abatement, together with a notice of the time and place when the statement will be submitted to the City Council for approval and confirmation and at which time the City Council may consider the objections and protests to the cost of the work. The notice shall be substantially in the following form (see attached letter).
7. Discuss - Approve / Deny Rutjens Construction Inc. Pay Request #4 regarding the St. Paul Wastewater Treatment Facility (WWTF) Project #020-2586 in the amount of \$385,527.32. The pay request consists of: Mobilization; Control/Blower building; SBR Tank/Equipment; Electrical; and Earthwork.
8. Discuss - Approve / Deny the St. Paul Development Corp. (SPDC) Property Improvement application regarding the demolition of JoAnn Urbanski's house at 1408 2nd Street. Greg Dobesh from Grand Island performed the demolition. Mike Coghlan (SPDC) will provide the cost of the demolition at the Council meeting.
9. Discuss - Approve / Deny Consent Agenda Items:
(1) May 2022 Treasurer's Report; (2) June 6, 2022 Council minutes (regular); (3) June 20, 2022 disbursements; and (4) June 13, 2022 zoning permits.

10. Discuss - Approve / Deny Resolution 2022-6; whereas, the City of St. Paul, NE desires to enter into the League Insurance Government Health Team (LIGHT) Interlocal Agreement, and that the Municipality authorizes and directs the City Clerk to execute such documents. This is to obtain LIGHT membership coverage for Municipal employees.
11. Discuss - Approve / Deny "League Insurance Government Health Team" (LIGHT) **Interlocal Agreement**. The Interlocal Cooperation Act (ICA), Neb. Rev. Stat. 13-801 permits two (2) or more public agencies to make and execute an agreement providing for joint and cooperative actions. And the Intergovernmental Risk Management Act (IRMA), Neb. Rev. Stat 44-301 permits two (2) or more public agencies to make and execute an agreement providing to members risk management services and insurance coverages in the form of group self-insurance or standard insurance, including any combination of group self-insurance and standard insurance, to provide health, dental, accident, and life insurance member's employees and officers.
12. Discuss - Approve / Deny the "League Insurance Government Health Team" (LIGHT) Membership Agreement. The agreement is entered into by and between the "League Insurance Government Health Team" (LIGHT) and the City of St. Paul, NE, a Nebraska employer, for participation in LIGHT and the LIGHT Member Health Plan, for coverage effective July 1, 2022. Membership in LIGHT shall make health insurance coverage available for the Member's eligible employees and dependents who participate under the Plan.
13. Discuss - Approve / Deny Resolution 2022-7; designating Mayor Joel M. Bergman to serve on the League Insurance Government Health Team (LIGHT) Board of Directors effective as to this date.
14. Discuss - Approve / Deny hiring a full-time employee in the Electrical Department, due to a vacancy.
 - a. Approve advertising.
15. Discuss - Approve / Deny City of St. Paul 2022-2023 Employee Management hourly wage regarding: (1) Utilities Superintendent Matt Helzer; City Clerk/Deputy Treasurer Connie Jo Beck; and Chief of Police Dan Howard.
 - (a) Approve 2022-2023 hourly wage regarding the St. Paul Police Dept: (1) Sergeant Scott Greenwalt; Police Officer Chris Grooms; Police Officer Jade Stethem; and Police Dept. Secretary Mary Trentman;
 - (b) Approve 2022-2023 hourly wage regarding Bryan Friedrichsen (Landfill) and Janice Derner (Housekeeping).
16. Discuss - Approve / Deny the City of St. Paul selling City bricks to outside residents and businesses.
 - a. Approve advertising.
17. Discuss - Approve / Deny ratifying the City of St. Paul's 2022-2024 International Brotherhood of Electrical Workers (IBEW) 1597 Union contract.
18. **INFORMATION ONLY: The first (1st) City Council meeting in July 2022 will be on Tuesday, July 5, 2022 at 7:00 p.m., due to the 4th of July, 2022 holiday.**
19. Utilities Superintendent Helzer updates

20. Chief of Police Howard updates:
 - (1) Nuisance & Incident Report;
21. Council member updates
22. Mayor Bergman updates:
 - (1) GCA Day Committee reimbursed the City for fireworks insurance in the amount of \$700; this came through LARM;
23. Public Comment Period - restricted to items on the agenda
24. Public Announcements
25. **Closed Session: Possible Litigation RE: Padrnos**

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

26. Mayor Bergman adjourns City Council meeting.
27. Informational Items:
 - (1) City Receipts May 2022;
 - (2) City Time Certificates May 2022;
28. This agenda, including supporting documentation, is available for public viewing during normal business hours at the City Office, 704 6th Street, St. Paul, Nebraska.

AGENDA ITEM REQUEST FORM

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

City Council Meeting Date: _____

Requested Agenda Item: _____

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

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

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

Name (please print): _____

Name (signature): _____

Address: _____

Phone Number: _____

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For City Official Use Only

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

___ Referred to City Council Committee for Recommendation

City Council Action Taken: _____

City Funds Authorized: _____



City of St. Paul, Nebraska

704 6th Street • St. Paul, NE 68873

Phone (308) 754-4483

PUBLIC RECORDS REQUEST

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

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

Requester Signature

Printed Name

For City of St. Paul Use Only:

Date Received: _____

Received by: _____

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

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

Complaint Details

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

Witness Details (If applicable)

Name of witness(es) _____
Address _____

Phone Number of witness _____

Complaint Outcome

How would you like this issue resolved? _____

Signature of Complainant

Action taken by City

SOLAR LEASE AND EASEMENT AGREEMENT

Howard County, State of Nebraska

THIS SOLAR LEASE AND EASEMENT AGREEMENT (this “**Agreement**”) is made, dated and effective as of June 20, 2022 (the “**Effective Date**”), by and between the **City of St. Paul, NE** together with its successors, assigns and heirs, comprising “**Owner**”), and **Howard Greeley Rural Public Power District (HGRPPD)**, a political subdivision of the State of Nebraska (together with its transferees, successors and assigns, “**Tenant** ”), and in connection herewith, Owner and Tenant agree, covenant and contract as set forth in this Agreement. Owner and Tenant are sometimes referred to in this Agreement as a “**Party**” or collectively as the “**Parties**”. **Today’s Power Inc. (TPI)** shall be the Tenant ’s Third-Party Beneficiary, (“3rd Party Beneficiary”), which shall assume certain rights, responsibilities, and liabilities set forth in **ALL** Sections below.

1. Lease; Easement. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Owner and Tenant, upon the terms and conditions set forth in this Agreement, Owner hereby grants and conveys to Tenant an exclusive easement and lease to convert, maintain and capture the flux of solar energy over across and through the surface estate of that certain real property, including, but not limited to, the air space thereon, located in **Howard County**, State of Nebraska consisting of **Ten (10)** acres, as more particularly described in Exhibit A attached hereto and incorporated herein (the “**Property**”) for the purposes set forth below.

1.1 Purposes of the Lease/Easement. This Agreement is solely and exclusively for solar energy generation purposes (as such term is broadly defined, including ancillary rights related thereto and necessary for the development and operation of Solar Facilities (as defined below)), and not for any other purpose, and Tenant shall have the exclusive right to develop and use the Property for solar energy purposes, including but not limited to the following activities (collectively, “**Site Activities**”):

(a) Converting solar energy into electrical energy, and collecting and transmitting the electrical energy so converted;

(b) Determining the feasibility of solar energy conversion and other power generation on the Property, including studies of solar energy emitted upon, over and across the Property and other meteorological data, environmental studies and extracting soil samples;

(c) Constructing, laying down, installing, using, replacing, relocating, reconstructing and removing from time to time, and monitoring, maintaining, repairing and operating the following only for the benefit of the Project or Projects (as defined below) (i) solar energy collection and electrical generating equipment of any kind (including, without limitation, any such equipment utilizing photovoltaic and/or solar thermal technology (collectively, “**Solar Generating Equipment**”); (ii) overhead and underground electrical distribution, collection, transmission and communications lines or cables, electric combiners, inverters, transformers, batteries, energy storage facilities, and telecommunications equipment; (iii) roads; (iv)

meteorological measurement equipment; and (v) installing, operating, maintaining, repairing and replacing any other improvements, whether accomplished by Tenant or a third party authorized by Tenant, that Tenant reasonably determines are necessary, useful or appropriate to accomplish any of the foregoing (all of the above, including the Solar Generating Equipment, collectively “**Solar Facilities**”). The term “**Project**”, for the purposes of this Agreement, means an integrated solar energy generation system, consisting of Solar Facilities, that is constructed and operated on the Property, by Tenant, or its 3rd Party Beneficiary.

2. Grant of Additional Rights Ancillary to the Easement.

2.1 Owner hereby grants, conveys and warrants to Tenant and its 3rd Party Beneficiary the following additional rights ancillary to the easements upon, over, across and under the Property as of the Effective Date:

(a) **Non-Obstruct.** An exclusive easement to capture, use and convert the unobstructed flux of solar energy over and across the Property from all angles and from sunrise to sunset at the Property during each day of the Term.

(b) **Interference.** An exclusive easement for electromagnetic, audio, visual, view, light, noise, vibration, electrical, radio interference, or other effects attributable to the Solar Generating Equipment, the Project or any Site Activities;

(c) **Access Easement.** A non-exclusive easement for ingress to and egress from the Project over and across the Property by means of roads and lanes thereon if existing or later constructed by Owner, or otherwise by such route or routes as Tenant may construct from time to time;

(d) **Other Easements.** All other easements reasonably necessary to accomplish the activities permitted by this Agreement, including without limitation, generation-tie and transmission line easements, utility easements (including underground and above-ground gas, electricity, water, and telephone), drainage easements, and geotechnical and environmental testing and sampling easements.

3. **Term.** The term of this Agreement shall commence on the Effective Date and continue for the following described periods (collectively, the “**Term**”):

3.1 **Development Term.** This Agreement shall be for an initial term (the “**Development Term**”) commencing on the Effective Date and continuing until the earlier to occur of (a) the second (2nd) anniversary of the Effective Date or (b) the commencement of construction, however, the Development Term shall not expire due to the Limited Construction Activities. Limited Construction Activities shall mean, testing, studying, and other related activities to confirm the suitability of the site.

The terms “commencing construction” and “commencement of construction” as used in this Agreement shall mean that date on which 3rd Party Beneficiary provides the notice of construction to Tenant. Tenant shall provide a copy of the notice of construction within fourteen (14) days of receipt to Owner.

3.2 Construction Term. Upon the expiration of the Development Term, the term of this Agreement shall automatically extend and continue ("**Construction Term**") until the earlier to occur of:

(a) the date on which Tenant begins production of electrical energy generated by substantially all of the Solar Generating Equipment to be included in the Project or (b) the fourth (4th) anniversary of the Effective Date. Upon the occurrence of either subsection (a) or (b), that date, as declared by Tenant, is hereunder referred to as the "**Operations Date.**"

3.3 Operations Term. Upon the expiration of the Construction Term, the term of this Agreement shall automatically extend for an additional twenty-five (25) year term (the "**Operations Term**").

3.4 Extended Term. Provided that Tenant has not fully surrendered or terminated this Agreement, then on or before the expiration of the Operations Term, Tenant may, at its option, extend the term of this Agreement for two additional five (5) year periods (each an "**Extended Term**"). Tenant may exercise its option to extend this Agreement for each Extended Term by giving Owner written notice thereof on or before the date that is one hundred and eighty (180) days prior to the expiration of the Operations Term and upon satisfactory negotiation of payment for each respective Extended Term.

4. Payments to Owner. In consideration of the rights granted hereunder, Tenant will pay Owner the amounts set forth in Exhibit B attached hereto. Exhibit B shall not be recorded without the specific prior written consent of Tenant.

5. Ownership of Solar Facilities. Owner shall have no ownership, lien, security or other interest in any Solar Facilities installed on the Property, or any profits derived therefrom, and Tenant may remove or cause to be removed any or all Solar Facilities at any time. Except for those payments described in this Agreement, including Exhibit B, Owner shall not be entitled to any other payments or benefits accrued by or from the Project, including, but not limited to, renewable energy credits, environmental credits or tax credits. However, such limitation does not include any crop damages that Tenant may cause to Owner.

6. Taxes. Owner shall pay all taxes, assessments, or other governmental charges, general and specific, that shall or may during the Term be imposed on, or arise in connection with the underlying unimproved property; provided, however, during the Term Tenant and its 3rd Party Beneficiary shall be responsible for any incremental increase in such taxes, assessments, or other governmental charges directly resulting from the presence of the Solar Facilities installed upon the Property ("**Tenant Taxes**"). To the extent the applicable taxing authority provides a separate tax bill for the Tenant Taxes to Tenant or its 3rd Party Beneficiary, Tenant or its 3rd Party Beneficiary shall pay such Tenant Taxes directly to the applicable taxing authorities prior to the date such Tenant Taxes become delinquent. If a separate tax bill for the Tenant Taxes is not provided to Tenant, Tenant shall pay the Tenant Taxes within thirty (30) days following receipt of written demand from Owner of the amount of the Tenant Taxes with a copy of the applicable tax bill. Both Parties shall pay their respective tax bills when due and if either Party fails to make such payments when due, then the other Party may, but shall not be obligated to, pay the taxing authorities the entire amount due on the tax bill, including any interest and/or

penalties and obtain reimbursement for such amount paid on behalf of such Party plus interest (computed from the date of full payment) at a rate equal to the sum of: (i) two percent (2%) per annum; plus, (ii) the prime lending rate as from time to time may be published by The Wall Street Journal under the "Money Rates" section; provided, that in no event shall such total interest exceed the maximum rate permitted by applicable law. If Tenant pays taxes, assessments, and/or real property taxes on behalf of Owner that are Owner's obligation hereunder, Tenant may offset the amount of such payments against amounts due Owner under this Agreement.

6.1 Tax Contest. Either Party may contest the validity or amount of any levied taxes, assessments or other charges for which each is responsible under this Agreement with the applicable taxing authority as long as such contest is pursued in good faith and with due diligence and the Party contesting the tax, assessment or charge has paid the obligation in question or established adequate reserves to pay the obligation in the event of an adverse determination.

7. Indemnity/Liability.

7.1 Each Party (the "**Indemnifying Party**") shall defend, indemnify and hold harmless the other Party and such other Party's Related Persons (as defined below)(each, an "**Indemnified Party**") from and against any and all third party (excluding Related Persons) claims, litigation, actions, proceedings, losses, damages, liabilities, obligations, costs and expenses, including reasonable attorneys', investigators' and consulting fees, court costs and litigation expenses (collectively, "**Claims**") suffered or incurred by such Indemnified Party, arising from the negligence, intentional misconduct, or breach of this Agreement by the Indemnifying Party. Notwithstanding the foregoing to the contrary, Tenant may elect, upon written notice, to control any or all aspects of the defense of any legal action covered by the prior sentence.

7.2 In no event shall either Party be liable to the other Party to the extent any Claim is caused by, arising from or contributed by the negligence or intentional misconduct of such other Party or any Related Person thereof.

7.3 Except for payments expressly required herein (such as crop damage compensation) or direct damages, in no event, whether as a result of breach of contract, warranty, indemnity, tort (including negligence), strict liability or otherwise, shall either Party be liable to the other Party for loss of profit or revenues, loss of business opportunities or for any other special, consequential, incidental, indirect or exemplary damages.

7.4 In no event shall Tenant or its Related Persons be liable to Owner for property damage or personal injuries to Owner or its Related Persons attributable to risks of known and unknown dangers associated with normal day-to-day operation of electrical generating facilities, such as noise, electromagnetic fields, and glare.

7.5 In no event shall either Party or its Related Persons be liable to the Other Party for expenses incurred in such other Party's lawful enforcement of its rights under this Agreement for a default during any applicable cure period.

7.6 As used herein the term "Related Person" shall mean:

(a) With respect to Owner, any principals, employees, servants, guests or invitees of Owner or those third persons over whom Owner exercises actual control; or

(b) With respect to Tenant, any 3rd Party Beneficiaries, assignees, contractors, lessees, and sublessees of Tenant, and each of their respective, principals, officers, employees, servants, agents, representatives, subcontractors, licensees, invitees, and/or guests.

7.7 This Section 7 shall survive the expiration or earlier termination of this Agreement.

8. Tenant 's Representations, Warranties, and Covenants. Tenant hereby represents, warrants, and covenants to Owner that:

8.1 Tenant 's Authority. Tenant has the unrestricted right and authority to execute this Agreement. Each person signing this Agreement on behalf of Tenant is authorized to do so. Upon execution by all Parties hereto, this Agreement shall constitute a valid and binding agreement enforceable against Tenant in accordance with its terms.

8.2 Minimal Impacts. Tenant agrees to conduct its Site Activities and to locate and operate its Solar Facilities in such a way as to reasonably minimize impacts to the Property and to Owner's activities on the Property, to the extent practical, without negatively impacting the Solar Facilities. Tenant and/or its 3rd Party Beneficiary shall, at all times, maintain the Owner's Property and the Site Activities in a reasonably neat, clean and presentable condition. Tenant and its 3rd Party Beneficiary shall not willfully or negligently damage or destroy the Owner's Property and shall keep the Owner's Property clean and free of debris created by Tenant, its contractors, or others brought on to the Owner's Property by Tenant. Owner's Property shall not be used for storage, except for materials, construction equipment and vehicles directly associated with construction or maintenance of the Improvements on the Owner's Property. Tenant shall require its 3rd Party Beneficiary and Related Persons to comply, in all material respects, with all laws and regulations applicable to weed control and shall be solely responsible for the cost of such maintenance in and around the Solar Facilities.

8.3 Insurance. Tenant and/or its 3rd Party Beneficiary shall, at its expense, be responsible for assuring that insurance coverages, as would be customary and reasonable for similarly situated companies performing the work carried out by Tenant at such time, are maintained, including, without limitation, adequate coverage to cover any personal injuries or accidents that could reasonably be expected as a direct result of the Site Activities conducted by Tenant or its Related Persons on the Property. In addition, Tenant shall be responsible for insuring the Solar Facilities from the Commencing Construction Date with coverage similar to industry standard or as is customary for similarly situated companies.

8.4 Requirements of Governmental Agencies. Tenant or its 3rd Party Beneficiary and/or Related Persons, at its expense, shall comply in all material respects with valid laws, ordinances, statutes, orders, and regulations of any governmental agency applicable to the Solar Facilities. Tenant or its 3rd party beneficiary and/or Related Persons, shall have the right, in its sole discretion, to contest by appropriate legal or administrative proceedings, the validity or applicability to Tenant, the Property or Solar Facilities of any law, ordinance, statute,

order, regulation, property assessment, or the like now or hereafter made or issued by any federal, state, county, local or other governmental agency or entity. Any such contest or proceeding shall be controlled and directed by Tenant.

8.5 Construction Liens. The Property shall be kept free and clear of all liens and claims of liens for labor and services performed on, and materials, supplies, or equipment furnished to, the Property in connection with Tenant’s use of the Property pursuant to this Agreement; provided, however, that if Tenant wishes to contest any such lien, Tenant shall, at Tenant’s sole discretion and within sixty (60) days after it receives written notice of the filing of such lien, either (i) provide a bond to Owner for the amount of such lien, or (ii) provide Owner with title insurance insuring Owner’s interest in the Property against such lien claim.

8.6 Hazardous Materials. Neither Tenant nor its 3rd Party Beneficiary shall violate any federal, state, or local law, ordinance, or regulation relating to the generation, manufacture, production, use, storage, release, discharge, disposal, transportation or presence of asbestos-containing materials, petroleum, explosives or any other substance, material, or waste which is now or hereafter classified as hazardous or toxic, or which is regulated under current or future federal, state, or local laws or regulations, on or under the Property. Tenant shall promptly notify Owner if any violation occurs.

9. Owner’s Representations, Warranties, and Covenants. Owner hereby represents, warrants, and covenants as follow:

9.1 Owner’s Authority. Owner is the sole fee simple owner of the Property including the subsurface estate thereof, and has the unrestricted right and authority to execute this Agreement and to grant to Tenant the rights granted hereunder. Each person signing this Agreement on behalf of Owner is authorized to do so. Upon execution by all Parties hereto, this Agreement shall constitute a valid and binding agreement enforceable against Owner in accordance with its terms. Each person/entity comprising Owner, as listed in the preamble to this Agreement, owns the fractional interest in the Property set forth below:

Owner:	City of St. Paul, NE	704 6 th Street St. Paul, Nebraska 68873	Telephone: (308)754-4483	Website: stpaulnebraska.org
Fractional Ownership:				

9.2 No Interference. Owner’s activities and any grant of rights Owner makes to any person or entity, shall not, currently or prospectively, disturb or interfere with the construction, installation, maintenance, or operation of the Solar Facilities, whether located on the Property or elsewhere; access over the Property to such Solar Facilities; any Site Activities; or the undertaking of any other activities permitted hereunder. Without limiting the generality of the foregoing, Owner shall not erect any structures, plants or other equipment, or enter into any third party agreements or amend or extend any existing agreements (“**Third Party Agreements**”) or

undertake any other activities on the Property, described in Exhibit A (an “**Owner Action**” or collectively the “**Owner Actions**”) that may: (i) interfere with Tenant ’s right to install Solar Facilities on any portion of the Property, (ii) potentially cast a shadow onto the Solar Facilities, (iii) cause a decrease in the output or efficiency of any Solar Facilities, (iv) interrupt the flux of solar energy upon, across and over any portion of the Property used or to be used by the Solar Facilities, or (v) otherwise interfere with Tenant ’s operations on the Property (each an “**Interference**”). Prior to undertaking an Owner Action, that may cause an Interference, Owner shall consult with Tenant to confirm that such Owner Action will not cause any Interference. If Tenant reasonably determines the Owner Action could cause an Interference, then Owner shall not be permitted to undertake such Owner Action. Owner shall not disturb or permit the disturbance of the subsurface such that may impact in any way the structural integrity or the operations and maintenance of the Solar Facilities. Tenant and its Related Persons shall have the right to trim existing trees to maintain approximately their same height and width as exists as of the date hereof for the purpose of not interfering with the flux of solar energy from any angle upon, across and over the Property.

9.3 Liens and Tenants. Except as may be disclosed in the real property records of the County, or as disclosed by Owner in writing to Tenant on or prior to the Effective Date, Owner represents there are no leases (including oil, gas and/or other mineral interests), easements, licenses, rights of way, mortgages¹, deeds of trust, liens, security interests, mechanic’s liens or any other encumbrances encumbering all or any portion of the Property that could interfere with Tenant ’s operations on the Property, including mechanic’s liens. If such Owner representation and warranty is breached and such breach is not caused by Tenant, then Owner shall fully cooperate and assist Tenant in removing or limiting such interference, including, but not limited to, obtaining a subordination and non-disturbance agreement where Tenant deems it necessary, with terms and conditions reasonably requested by Tenant to protect its rights hereunder, from each party that holds such rights (recorded or unrecorded), and in the case of monetary liens such as mechanic’s liens, bonding over any such liens in an amount that may be reasonably requested by Tenant.

9.4 Requirements of Governmental Agencies and Setback Waiver. Owner shall assist and fully cooperate with Tenant, at no out-of-pocket expense to Owner, in complying with or obtaining any land use permits and approvals, building permits, environmental impact reviews, tax abatements or any other permits and approvals reasonably necessary for the financing, construction, installation, monitoring, repair, replacement relocation, maintenance, operation or removal of Solar Facilities, including, but not limited to, execution of applications and documents reasonably necessary for such approvals and permits, and participating in any appeals or regulatory proceedings respecting the Solar Facilities. Notwithstanding the preceding sentence, Owner shall not be required to publicly testify on behalf of Tenant in furtherance of the permits or approvals. To the extent permitted by law, Owner hereby waives enforcement of any applicable setback requirements, respecting the Solar Facilities to be placed on the Property that are reasonably necessary, in Tenant ’s sole and absolute discretion, to carry out Tenant ’s power-generating activities on or near the Premises.

9.5 Hazardous Materials. Neither Owner nor its Related Persons shall violate any federal, state or local law, ordinance or regulation relating to the generation, manufacture, production, use, storage, release, discharge, disposal, transportation or presence of any

Hazardous Material. Owner shall promptly notify Tenant if any such violation occurs. To the best of Owner's knowledge, (i) no underground tanks are now located or at any time in the past have been located on the Property or any portion thereof, (ii) no Hazardous Material has been generated, manufactured, transported, produced, used, treated, stored, released, disposed of or otherwise deposited in or on or allowed to emanate from the Property or any portion thereof other than as permitted by applicable law and (iii) there are no Hazardous Materials in, on or emanating from the Property or any portion thereof which may support a claim or cause of action under any applicable law. Owner certifies it has never received any notice or other communication from any governmental authority alleging that the Property is or was in violation of any applicable law.

9.6 Litigation. No litigation is pending, and, to the best of Owner's knowledge, no actions, claims or other legal or administrative proceedings are pending, threatened or anticipated with respect to, or which could affect, the Property. If Owner learns that any such litigation, action, claim or proceeding is threatened or has been instituted, Owner shall promptly deliver notice thereof to Tenant and provide Tenant with periodic updates of the status of said litigation, action, claim or proceeding that is ongoing.

10. Assignment.

10.1 Collateral Assignments. Tenant shall have the absolute right in its sole and exclusive discretion, without obtaining the consent of Owner, to finance, mortgage, encumber, hypothecate, pledge or transfer any and all of the rights granted hereunder, including the easements granted in Section 2, and/or any or all rights or interests of Tenant in the Property or in any or all of the Solar Facilities. However, it is Tenant's expense and obligation not to interfere with existing Owner mortgage recorded in the County real estate records, without first obtaining any required consent or waiver.

10.2 Tenant shall have the right, without the prior consent of Owner, to sell, convey, lease, assign or transfer (including granting co-easements, separate easements, sub-easements) any or all of its rights hereunder provided such transfer is related to a Project (collectively, an "**Assignment**") to a Permitted Transferee (defined below). Tenant shall be required to limit the term of any co-easement, separate easement, or sub-easement to the duration of this Agreement, unless otherwise agreed to by the Parties. Tenant shall have no right to an Assignment to any party other than a Permitted Transferee (defined below) without the prior written consent of Owner, which consent shall not be unreasonably withheld, conditioned or delayed. Upon an Assignment permitted under this Section, and provided such rights and obligations have been fully assumed by the Permitted Transferee, Tenant shall be relieved of all of its obligations arising under this Agreement, as to all or such portion of its interests in the Property transferred, from and after the effective date of such transfer. As used herein, "Permitted Transferee" means (i) an affiliate, subsidiary, or other entity under common control or directly or indirectly controlled by Tenant; (ii) political subdivisions, (iii) chartered utilities, or (iv) assignees only for financing purposes, or (v) have previous solar energy ownership or operating experience involving at least 80 megawatts.

11. Default and Remedies.

11.1 If a Party defaults in or otherwise fails to perform an obligation under this Agreement, the non-defaulting Party shall not have the right to exercise any remedies hereunder if the default is cured by the defaulting Party within sixty (60) days of receiving written notice of such default specifying in detail the default and the requested remedy (a “**Notice of Default**”); provided, that if the nature of the default requires, in the exercise of commercially reasonable diligence, more than sixty (60) days to cure, the non- defaulting Party shall not have the right to exercise any remedies hereunder as long as the defaulting Party commences performance of the cure within sixty (60) days of receipt of Notice of Default and thereafter completes such cure with commercially reasonable diligence. Further, if the Parties have a good faith dispute as to whether a payment is due hereunder, the alleged defaulting Party may deposit the amount in controversy (not including claimed consequential, special, exemplary or punitive damages) into escrow with any reputable third party escrowee, or may interplead the same, which amount shall remain undistributed and shall not accrue interest penalties, and no default shall be deemed to have occurred, until final decision by a court of competent jurisdiction or upon agreement by the Parties. No such deposit shall constitute a waiver of the defaulting Party’s right to institute legal action for recovery of such amounts.

11.2 Remedies. Should a default remain uncured beyond the applicable cure periods, the non-defaulting Party shall have the right to exercise any and all remedies available to it at law or in equity, all of which remedies shall be cumulative, including the right to enforce this Agreement by injunction, specific performance or other equitable relief. Notwithstanding anything in this Agreement to the contrary or any rights or remedies Owner might have at law or in equity, if any of Tenant’s Solar Facilities are then located on the Property and Tenant fails to perform any of its obligations hereunder beyond applicable cure periods, Owner shall be limited to pursuing damages.

11.3 No Merger. There shall be no merger of this Agreement, or of the leasehold or easement estate created by this Agreement, with the fee estate in the Property by reason of the fact that this Agreement or the leasehold estate or the easement estate or any interest therein may be held, directly or indirectly, by or for the account of any person or persons who shall own the fee estate or any interest therein, and no such merger shall occur unless and until all persons at the time having an interest in the fee estate in the Property and all persons (including Mortgagee) having an interest in this Agreement or in the leasehold estate or in the estate of Owner and Tenant shall join in a written instrument effecting such merger and shall duly record the same.

12. Termination.

12.1 Tenant’s Right to Terminate. Tenant shall have the right to terminate this Agreement as to all or any part of the Property at any time and without cause, effective upon ninety (90) days written notice to Owner from Tenant.

12.2 Owner’s Right to Terminate. Owner shall have the right to terminate all or any portion of its rights in this Agreement after the fourth (4th) anniversary of the Effective Date if, at the time Owner’s written termination notice is delivered, Tenant has not commenced construction of Solar Facilities for the Project on the Property.

12.3 Effect of Termination. Upon termination of this Agreement, Tenant shall, as soon as practicable thereafter, but not later than one (1) year after the termination, remove above-ground and below-ground (to a depth of three (3) feet below grade) Solar Facilities from the Property, without additional charge or rental beyond those in Exhibit B for such entry and removal, and without such entry constituting a holdover. All Property disturbed by Tenant shall be restored to a condition reasonably similar to its original condition as it existed upon the Effective Date. If Tenant fails to remove such Solar Facilities within twelve (12) months of termination of this Agreement, or such longer period as Owner may provide by extension, Owner shall have the right to restore the Property and remove, or to cause removal of, any property owned by Tenant to the extent required by Tenant under this Section 12.3, and the right to receive reimbursement, less the salvage value of the Solar Facilities, from Tenant for any remaining amounts reasonably incurred for removal and restoration of the Property.

13. Tenant's Financing.

13.1 Tenant's Right to Encumber; Consent and Nondisturbance.

(a) The term "Tenant's Affiliates" as used in this Article shall mean Tenant's successors and assignees, contractors, assignee, sublessee and solar provider ("Tenant's Affiliates").

(b) Tenant or Tenant's Affiliates may, from time to time and at any time during the Term, without Owner's consent or joinder, encumber, any and all, in whole or in part, of this Lease, the Project, the leasehold estate and/or the easement estate, and any and all of Tenant's rights, title and interests in, to and under same (the "Tenant Interests") with one or more mortgages, or other lien instruments to secure any borrowings or obligations of Tenant or Tenant's Affiliates. Each such mortgage and/or other lien instrument, and the indebtedness secured thereby is referred to herein as a "Tenant Mortgage", and each holder or other beneficiary thereof is referred to herein as a "Tenant Mortgagee".

(c) Owner hereby warrants that upon the Effective Date, there are no mortgages or other liens encumbering the Property.

(d) No lien of Tenant or Tenant's Affiliates upon its Tenant Interests shall encumber or affect in any way the interest of Owner hereunder or the fee title of Owner in and to the Property, except insofar as Owner is obligated to take certain actions as to each Tenant Mortgagee as provided in this Article. The Tenant Interests shall always remain separate and apart from the title to the Property for all purposes relating to the interests of any mortgagees of Owner or Tenant.

(e) Subject to the foregoing Section 13.1(b), Owner consents to the encumbrance of the Tenant Interests with one or more mortgages or lien instruments securing borrowings or obligations of Tenant or Tenant's Affiliates. In the event that a Tenant Mortgagee forecloses a Tenant Mortgage or accepts an assignment-in-lieu of foreclosure, this Lease shall remain in full force and effect, according to its terms and absent an uncured event of default, and Owner agrees that the Tenant Mortgagee shall be entitled to all of the rights, privileges and benefits of Tenant or Tenant's Affiliates, as the case may be, under this Lease and that Tenant

Mortgagee (and any subsequent party accepting such foreclosure, assignment-in-lieu of foreclosure or the transfer of the foreclosed Tenant Interests) shall be subject to all of the obligations of Tenant or Tenant's Affiliates under this Lease, except as otherwise set forth herein. Owner shall execute and deliver to Tenant or Tenant's Affiliates within ten (10) days after request therefor a reaffirmation of the consent and agreements in this Section 13.1.

13.2 Estoppel Certificates. Owner and Tenant shall each execute and deliver to the other party, within ten (10) days after request therefor from either party or any Tenant Mortgagee or Owner mortgagee, an estoppel certificate addressed to (and for the benefit of) the party or parties identified in such request, which shall state the following: (i) whether or not this Lease is in full force and effect; (ii) whether or not this Lease has been modified or amended in any respect and listing in detail any such modifications or amendments; (iii) whether or not there are any existing defaults hereunder known to Owner or Tenant, as determined by the requesting party and specifying the nature thereof; and (iv) such other matters as may be reasonably requested by Tenant, Tenant Mortgagee, Owner or Owner mortgagee.

13.3 Notice for Tenant Mortgagee.

(a) If Tenant or Tenant Affiliates encumbers all or any of its Tenant Interests with a Tenant Mortgage, then Tenant shall notify Owner in writing of the existence of such Tenant Mortgage, which notice shall state the name, mailing address authorized agent or representative, and telephone number of the Tenant Mortgagee of each such Tenant Mortgage.

(b) As a precondition to Owner exercising any rights or remedies it may have because of any default by Tenant under this Lease, Owner shall give each Tenant Mortgagee (for whom Tenant has previously delivered written notice and the information required above to Owner) a duplicate copy of any and all notices that Owner gives to Tenant pursuant to the terms hereof. Notwithstanding anything to the contrary contained in this Lease, no such notice to Tenant shall be effective until such duplicate copy is provided to such Tenant Mortgagee. The provisions of this Article shall be deemed to apply to the way each such notice is given to the Tenant Mortgagee.

13.4 Cure Periods for Tenant Mortgagee.

(a) If a Tenant Default (as defined below) should occur under this Lease, then Owner specifically agrees that the Tenant Mortgagee shall have additional cure periods beyond the Tenant cure periods provided in Section 11.1 of the Lease in order to afford the Tenant Mortgagee the opportunity to cure such Tenant default. For any Tenant Default (as defined below), a Tenant Mortgagee shall have an additional one hundred twenty (120) day cure period for the same beyond Tenant's cure period for such Tenant Default; provided, however, if the Tenant Mortgagee commences such cure within such 120-day additional cure period, and such cure of a Tenant Non-Monetary Default cannot be completed within the 120-day additional cure period through the exercise of commercially reasonable diligence, then such cure period shall be extended for the time reasonably required for the Tenant Mortgagee, through the continued exercise of commercially reasonable diligence, to complete such cure, including the time required for the Tenant Mortgagee to (A) obtain possession of the Leased Land,

Improvements, and Personal Property, including possession by a receiver, (B) institute foreclosure proceedings or (C) otherwise perfect its right to effect such cure.

(b) Owner shall not exercise any rights or remedies because of any Tenant Default prior to the expiration of the cure periods available to each Tenant Mortgagee as set forth above.

13.5 Substitution and Possession by Tenant Mortgagee.

(a) Each Tenant Mortgagee shall have the right, but not the obligation, to substitute itself for Tenant and to perform the duties of Tenant hereunder. Owner expressly consents to such substitution, agrees to accept such performance, and authorizes each Tenant Mortgagee (or their respective designees) to enter upon the Leased Land to undertake and proceed with such performance with all the rights, privileges, duties and obligations, of Tenant hereunder. Neither the bankruptcy nor the insolvency of Tenant shall be grounds for terminating this Lease if all Development Feasibility Term Rent, Remediation Term Rent and Rent due and payable by Tenant hereunder is paid by the Tenant Mortgagee in accordance with the terms of this Lease.

(b) If any Tenant Non-Monetary Default under this Lease cannot be cured without obtaining possession of all or part of the Tenant Interests, then any such Tenant default shall nonetheless be deemed remedied if: (i) within one hundred twenty (120) days after receiving notice from Owner, a Tenant Mortgagee acquires possession thereof, or commences appropriate judicial or non-judicial proceedings to obtain the same; (ii) the Tenant Mortgagee is prosecuting and continues to prosecute any such proceedings with commercially reasonable diligence; and (iii) after gaining possession thereof, the Tenant Mortgagee performs all other obligations of Tenant as and when the same are due in accordance with the terms of this Lease.

(c) If, as a result of any process or injunction issued by any court or by reason of any action of any court having jurisdiction over any bankruptcy or insolvency proceeding involving Tenant, a Tenant Mortgagee is prohibited from commencing or prosecuting the proceedings described above, then the One Hundred Twenty (120) day period specified in Section 1.5(b), above, for commencing such proceedings shall be extended for the period of such prohibition.

13.6 New Lease with Tenant Mortgagee. Should this Lease be rejected or disaffirmed pursuant to bankruptcy law or any other law affecting creditors' rights or otherwise be terminated for any reason other than expiration of the stated Term, then each Tenant Mortgagee shall have the right and option, exercisable by delivering written notice to Owner not later than one hundred twenty (120) days after knowledge of such rejection or disaffirmation, or in the case of other termination by Owner, within one hundred twenty (120) days after receipt from Owner of written notice of such termination, which notice Owner agrees to give, to elect to receive, in its own name or in the name of its nominee or assignee, a New Lease and easement agreement covering the Leased Land for the unexpired balance of the Term on the same terms and conditions as herein set forth (a "New Lease"), having the same priority as this Lease, and Owner agrees to execute such New Lease provided such Tenant Mortgagee shall immediately remedy any and all then-uncured Tenant monetary Default(s) within five (5) business days of

execution of such New Lease by Owner and undertake forthwith to remedy any then-uncured Tenant Non-Monetary Default(s) reasonably susceptible by its nature of being remedied by such Tenant Mortgagee.

13.7 Limited Liability of Tenant Mortgagee. No Tenant Mortgagee shall be or become liable to Owner as an assignee of this Lease until such time as such Tenant Mortgagee, by foreclosure or other procedures, either acquires the rights and interests of Tenant under this Lease or takes possession of the Leased Land. In such event, upon such Tenant Mortgagee's assigning such rights and interests to another party such Tenant Mortgagee shall have no further liability for matters first arising after the Tenant Mortgagee assigns such rights and interests to another party and the obligations, liabilities and duties under this Lease are likewise assumed by such other

14. Miscellaneous.

14.1 Force Majeure. If performance of this Agreement or of any obligation hereunder is prevented or substantially restricted or interfered with by reason of an event of Force Majeure (defined below), the affected Party, upon giving notice to the other Party, shall be excused from such performance to the extent of and for the duration of such prevention, restriction or interference, and the Term or any other time periods herein shall be extended for such period of time. The affected Party shall use its reasonable efforts to avoid or remove such causes of nonperformance and shall continue performance hereunder whenever such causes are removed. "Force Majeure" means fire, earthquake, tornado, flood, or other casualty, condemnation or accident; strikes or labor disputes; war, acts of terrorism, civil strife or other violence; any law, order, proclamation, regulation, ordinance, action, demand or requirement of any government agency or utility; or any other act or condition beyond the reasonable control of a Party hereto. No event of Force Majeure shall prevent Tenant's payment obligation to Owner.

14.2 Confidentiality. To the fullest extent allowed by law, Owner shall maintain in the strictest confidence, and Owner shall require each Related Person of Owner to maintain in the strictest confidence, for the sole benefit of Tenant, all information pertaining to the financial terms of or payments under this Agreement, Tenant's site or product design, methods of operation, methods of construction, power production or availability of the Solar Facilities, and the like, whether disclosed by Tenant or discovered by Owner, unless such information either (i) is in the public domain by reason of prior publication through no act or omission of Owner or any Related Person of Owner, or (ii) was already known to Owner at the time of disclosure and which Owner is free to use or disclose without breach of any obligation to any person or entity. To the fullest extent permitted by law, Owner shall not use such information for its own benefit, publish or otherwise disclose it to others, or permit its use by others for their benefit or to the detriment of Tenant. Notwithstanding the foregoing, Owner may disclose such information to any auditor or to Owner's family members, lenders, attorneys, accountants and other personal advisors; any prospective purchaser of or lenders for the Property; or pursuant to lawful process, subpoena or court order; provided Owner in making such disclosure advises the party receiving the information of the confidentiality of the information and obtains the agreement of said party not to disclose the information.

14.3 Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon Owner and Tenant and, to the extent provided in any assignment or other transfer under Section 10 hereof, any transferee, and their respective heirs, transferees, successors and assigns, and all persons claiming under them. Additionally, this Agreement shall be acknowledged, and certain responsibilities and liabilities assumed by Tenant's 3rd party beneficiary, **Today Power Inc. (TPI)** References to Tenant in this Agreement shall be deemed to include transferees of Tenant actually are exercising rights under this Agreement to the extent consistent with such interest.

14.4 Memorandum; Recording. At Tenant 's option but in strict conformance with Neb. Rev. Stat. 66-911.01: (i) Tenant may record a copy of this Agreement, excluding Exhibit B, or (ii) upon request from Tenant, Owner shall execute in recordable form, and Tenant may then record, a memorandum of this Agreement substantially in the form of Exhibit D attached hereto, incorporating only those non-substantive changes to the form as may be required by the applicable jurisdiction in which recording is sought and to reflect the terms of this Agreement. Owner hereby consents to the recordation of the interest of a transferee of Tenant in the Property. With respect to the Operations Term and Extended Term, upon request from Tenant, Owner shall execute, in recordable form, and Tenant may then record, a memorandum evidencing the Operations Term and Extended Term, as applicable; provided that the execution of such memorandum is not necessary for such Operations Term or Extended Term to be effective.

14.5 Notices. All notices or other communications required or permitted by this Agreement, including payments to Owner, shall be in writing and shall be deemed given when personally delivered to Owner or Tenant, or the same day if sent via facsimile or email or the next business day if sent via overnight delivery or ten (10) days after deposit in the United States mail, first class, postage prepaid, certified, addressed as follows:

If to Owner:

City of St. Paul
704 6th Street
St.Paul, NE 68873
(308)754-4483
cjbeck@cityofstpaulne.org

If to Tenant:

Howard Greeley
Rural Public Power
District (HGRPPD)
422 Howard Avenue
St. Paul, NE 68873
(308)754-4457
gm@howardgreeley
ppd.com

Either Party may change its address for purposes of this paragraph by giving written notice of such change to the other Parties in the manner provided in this paragraph.

14.6 Entire Agreement; Amendments. This Agreement, together with all exhibits attached hereto, constitutes the entire agreement between Owner (and its respective successors, heirs, affiliates and assigns) and Tenant (and its respective successors, heirs, affiliates

and assigns) respecting its subject matter, and supersedes any and all oral or written agreements. All of the provisions of the Exhibits shall be treated as if such provisions were set forth in the body of this Agreement and shall represent binding obligations of each of the Parties as part of this Agreement. Any agreement, understanding or representation respecting the Property, or any other matter referenced herein not expressly set forth in this Agreement or a previous writing signed by both Parties is null and void. No purported modifications or amendments, including without limitation any oral agreement (even if supported by new consideration), course of conduct or absence of a response to a unilateral communication, shall be binding on either Party unless in a writing signed by both Parties. Provided that no material default in the performance of Tenant's obligations under this Agreement shall have occurred and remain uncured, Owner shall cooperate with Tenant in amending this Agreement from time to time to include any provision that may be reasonably requested by Tenant for the purpose of implementing the provisions contained in this Agreement or for the purpose of preserving the security interest of any transferee of Tenant or Mortgagee.

14.7 Legal Matters. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Nebraska. If the Parties are unable to resolve amicably any dispute arising out of or in connection with this Agreement, they agree that such dispute shall be resolved in the state courts located in the County. The Parties agree that any rule of construction to the effect that ambiguities are to be resolved in favor of either Party shall not be employed in the interpretation of this Agreement and is hereby waived.

14.8 Partial Invalidity. Should any provision of this Agreement be held, in a final and unappealable decision by a court of competent jurisdiction, to be either invalid, void or unenforceable, the remaining provisions hereof shall remain in full force and effect, unimpaired by the holding. Notwithstanding any other provision of this Agreement, the Parties agree that in no event shall the Term, or the term of any easement granted herein be longer than, respectively, the longest period permitted by applicable law.

14.9 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document. For purposes of this Agreement, use of a facsimile, e-mail, or other electronic medium shall have the same force and effect as an original signature.

14.10 Tax and Renewable Energy Credits. All benefits and incentives that result from Tenant's development and use of the Property for solar energy purposes shall accrue to the benefit of Tenant, or its 3rd Party Beneficiary, including but not limited to any portfolio energy credits, rebates in lieu of portfolio energy credits, any reductions or credits in taxes and/or assessments, rebates, financing, federal, state and local grants, reductions in fees, participation in federal, state or local special programs or tax districts, and special programs of public utilities. If under applicable law, the holder of a leasehold or easement estate becomes ineligible for any tax credit, renewable energy credit or rebate, environmental credit or any other benefit or incentive for renewable energy established by any local, state or federal government, or any public utility, then, at Tenant's option, Owner and Tenant shall exercise good faith and negotiate an amendment to this Agreement or replace it with a different instrument so as to convert Tenant's interest in the Property to a substantially similar interest that makes Tenant, or its 3rd Party Beneficiary eligible for such credit, benefit, rebate, or incentive.

14.11 No Partnership. Nothing contained in this Agreement shall be construed to create an association, joint venture, trust or partnership covenant, obligation or liability on or with regard to any one or more Parties in this Agreement.

14.12 Waiver of Right to Trial by Jury. EACH OF THE PARTIES KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON THIS AGREEMENT, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO. EACH OF THE PARTIES TO THIS AGREEMENT WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. THIS PROVISION IS A MATERIAL INDUCEMENT TO EACH OF THE PARTIES FOR ENTERING INTO THIS AGREEMENT.

14.13 : Public Officials. Owner acknowledges that its receipt of monetary and other good and valuable consideration hereunder may represent a conflict of interest if Owner is a government employee or otherwise serves on a governmental entity with decision-making authority (a “**Public Official**”) as to any rights Tenant may seek, or as to any obligations that may be imposed upon Tenant in order to develop and/or operate the Project (“**Development Rights**”), and Owner hereby agrees to (1) recuse him/herself from all such decisions related to Tenant ’s Development Rights unless such recusal is prohibited by law or is not reasonably practicable considering the obligations of such Public Official’s position and (2) recuse him/herself from all such decisions related to Tenant ’s Development Rights if such recusal is required by law. If Owner is not required pursuant to (1) or (2) above to recuse him/herself from a decision related to Tenant ’s Development Rights, Owner shall, in advance of any vote or other official action on the Development Rights, disclose the existence of this Agreement (but not the financial terms therein) at an open meeting of the relevant governmental entity Owner serves on as a Public Official. Additionally, if Owner is a Public Official and any of Owner’s spouse, child or other dependent has a financial interest in the Project, Owner shall disclose such relationship (but not the financial terms thereof) at an open meeting of the relevant governmental entity Owner serves on as a Public Official, prior to participation in any decision related to Tenant ’s Development Rights.

[Signatures on Following Page]

IN WITNESS WHEREOF, Owner and Tenant, acting through their duly authorized representatives, have executed this Agreement with the intent that it be effective as of the Effective Date, and certify that they have read, understand and agree to the terms and conditions of this Agreement.

OWNER:

TENANT:

By: _____
Name: _____
Title: _____

Name: City of St. Paul, NE
Joel M. Bergman, Mayor

Name:

EXHIBIT A

Description of the Property

Parcel Number	Owner	Description	Acres
#470860061	City of St. Paul, NE 704 6th Street St. Paul, Nebraska 68873 (308)754-4483	(SP TWP) Part Lot 3 & SE1/4 NE1/4 3-14-10	51.57

TOTAL _____

EXHIBIT B

Payment Terms

In consideration for the rights provided to Tenant under the Agreement, Tenant agrees to make payments to Owner as follows:

1. Development Term Fees. Beginning on the Effective Date and ending upon the start of the Construction Term, Tenant shall pay Owner an annual fee of _____ DOLLARS (\$__.00) per acre (the "**Development Term Fee**"). Payment of the Development Term Fee shall be made annually in advance with the first payment due on or before sixty (60) days following the Effective Date and each subsequent payment shall be due on or before each anniversary of the Effective Date, as applicable.

2. Construction Term Fees. Upon commencement of the Construction Term and ending on the Operations Date, Tenant shall pay Owner an annual fee of _____ Dollars (\$__.00) during the first year of the Construction Term and _____ Dollars (\$____.00) during the remainder of the of the Construction Term per acre of the Property on which construction has commenced, (the "**Construction Term Fee**"). Payment of the Construction Term Fee shall be made annually in advance with the first payment due on or before sixty (60) days following the commencement of construction and each subsequent payment shall be due on or before each anniversary of the Effective Date, as applicable.

3. Operating Fees. Beginning on the Operations Date and ending on the date on which all Solar Generating Equipment has been removed from the Property, Tenant shall pay to Owner the below annual amounts (collectively "**Operating Fees**"). Notwithstanding the above, Owner acknowledges that Tenant may build the Project in phases and all of the Property may not be included in the initial phase or subsequent phase(s).

(a) Fixed Fee. Tenant shall pay to Owner a fixed fee of _____ per acre (\$__.00) (the "**Fixed Fee**"), escalating at a rate of __ percent (___%) compounded annually, times the number of Net Acres of the "Developed Property" then subject to the Lease at the Operations. The "Developed Property" shall be that portion of the Property on which Solar Generating Equipment is installed on or after the Operations Date for any calendar year. For purposes of this Agreement "Net Acre" or "Net Acreage" means the gross area of the portion of the Property being referred to, including all internal easements and rights-of-way but excluding any and all perimeter easements and dedicated rights-of-way. Net Acreage shall be determined by a survey prepared by a surveyor licensed in the state in which the Property exists. Within ninety (90) days of the Operations Date, Tenant shall have a licensed surveyor complete a survey of the Developed Property and calculate the total acreage of such Developed Property as of such date; and,

4. Late-Removal Fee. If Tenant fails to remove Solar Facilities from the Property within twelve (12) months of termination of this Agreement, or such longer period as Owner may provide by extension, Tenant shall pay Owner a one time payment equal to \$__ per Acre (the "**Late Removal Fee**"). The Late Removal Fee shall escalate at a rate of ___% annually from the Operations Date.

5. Late Payment Penalty. If Tenant fails to make any payment to Owner required of it hereunder when due, interest shall accrue on the overdue amount, from the date of expiration of Tenant’s cure period until the date paid, at a rate equal to the sum of: (i) two percent (2%) per annum; plus, (ii) the prime lending rate as from time to time may be published by The Wall Street Journal under the “Money Rates” section; provided, that in no event shall such total interest exceed the maximum rate permitted by law.

6. IRS Form W-9. Notwithstanding anything in this Agreement to the contrary, Tenant shall have no obligation to make any payment to Owner otherwise required under this Agreement until Owner has returned to Tenant a completed Internal Revenue Service Form W-9, such W-9 form to either (i) have been provided by Tenant to Owner prior to execution of this Agreement or (ii) be provided by Tenant to Owner promptly upon execution of this Agreement.

7. Payment Instructions. Unless otherwise indicated in the table below, all payments issued hereunder will be paid to Owner, and if Owner is comprised of more than one person or entity, such payments will be issued by a single check payable to all such persons or entities. If Owner elects to have payments made as set forth in the table below, Owner and each person or entity holding record title to the Property hereby acknowledges and agrees that all payments are legally permitted to be made as set forth in the table below and that no other party shall have any right to such payments or to contest the payments and allocations as set forth below. Each person receiving payment pursuant to the table below hereunder agrees to fully indemnify, defend and hold harmless Tenant against claims and liability by any third party in connection with its payments hereunder to the person/entities set forth herein. **Check one below:**

- A single check should be issued payable to all persons/entities comprising Owner.
- Separate checks should be issued to each Owner as set forth below:

Owner:	City of St. Paul 704 6 th Street St. Paul, NE 68873 (308)754-4483			
Payment Allocation :	[100]%	[]%	[]%	[]%

8. Crop Compensation. If applicable, Tenant shall pay Owner one-time compensation for any and all portions of the Property where permanent Solar Facilities are not constructed that are either taken out of commercial crop production for a single season because of the construction of the Solar Facilities, or that are removed or damaged as a direct result of Tenant’s construction of the Solar Facilities on the Property (“Crop Damage Compensation”). Portions of the Property shall be deemed to have been taken out of commercial crop production only if the Owner was actually farming such portions of the Property immediately prior to Tenant’s commencing construction of the Solar Facilities on the Property. The Crop Damage

Compensation shall be deemed full compensation for any losses of income, rent, business opportunities, profits or other losses arising out of such Tenant construction. Crop Damage Compensation shall be equal to the fair market value of the crops that are damaged per season. The Parties shall attempt, in good faith, to agree upon the extent of damage and amount of acreage affected. If the Parties cannot agree, the Parties shall have the area measured and the extent of damage assessed by an impartial party chosen by mutual agreement of the Parties, such as a crop insurance adjuster.

EXHIBIT C

Special Conditions

1. Removal Assurances. On or by the twentieth (20th) anniversary of the Operation Date, or one year before termination or expiration of a contractual obligation to operate the Facility and sell the electrical output from the Facilities, whichever occurs first in time, Tenant shall have an estimated amount, if any, by which the cost of removing the Solar Facilities exceeds the salvage value of such Solar Facilities (the “**Net Removal Costs**”). To the extent that the Net Removal Costs are zero (or negative), removal security shall not be required on the part of the Tenant. In the event the salvage value is insufficient to pay for the estimated Net Removal Costs, then Tenant shall provide evidence of funds, for the dedicated cost of paying the Net Removal Costs. Tenant will determine the Net Removal Costs through a qualified third-party engineer. Owner shall have the right to contest such Net Removal Costs. Owner shall deliver notice, within thirty (30) days of receiving the written evidence of such Removal Bond, of such contest, upon which Tenant will provide a summary of how the Net Removal Costs were determined. If any requirement or right provided in this section contradicts or opposes any state or local laws, such state or local laws shall take precedence over this provision and such requirement or right shall be invalidated.

2. Utilities. Owner will not pay for any water, electric, telecommunications and any other utility services that are solely used by Tenant or its Solar Facilities on the Property.

EXHIBIT D

Form of Recording Memorandum

After recording return to:
Blankenau Wilmoth Jarecke LLP
1023 Lincoln Mall, Suite 201
Lincoln, NE 68508

THIS SPACE FOR RECORDERS
USE ONLY

MEMORANDUM OF SOLAR LEASE AND EASEMENT AGREEMENT

THIS MEMORANDUM OF SOLAR LEASE AND EASEMENT AGREEMENT (this "Memorandum"), is made, dated and effective as of **June 20, 2022** (the "Effective Date"), between the **City of St. Paul** (together with its successors, assigns and heirs, "Owner"), whose address is **704 6th Street, St. Paul, Nebraska 68873**, and **Howard Greeley Rural Public Power District (HGRPPD)**, a political subdivision of the State of Nebraska (together with its transferees, successors and assigns, "Tenant"), whose address is **422 Howard Avenue, St. Paul, Nebraska 68873**, with regards to the following:

1. Owner and Tenant did enter into that certain SOLAR LEASE AND EASEMENT AGREEMENT dated **June 20, 2022** (the "Agreement"), which affects the real property located in **Howard County**, Nebraska as more particularly described in Exhibit A attached hereto (the "Property"). Capitalized terms used and not defined herein have the meaning given the same in the Agreement.

2. The Agreement grants, and Owner hereby grants, Tenant, among other things, (a) the exclusive right to develop and use the Property, including, without limitation, for converting solar energy into electrical energy and collecting and transmitting the electrical energy so converted; (b) an exclusive easement to capture, use and convert the unobstructed solar flux over and across the Property from all angles and from sunrise to sunset at the Property during each day of the Term; and (c) an exclusive easement for electromagnetic, audio, visual, glare, electrical or radio interference attributable to the Solar Facilities or Site Activities. The Agreement contains, among other things, certain Owner and third party use and development restrictions on the Property.

3. The Agreement shall be for an initial development term of two (2) years, a two (2) year construction term, an operations term of twenty-five (25) years and two possible extended terms each of five (5) years if the terms and conditions of the Agreement are met.

4. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Agreement, and Owner and Tenant executed and are recording this Memorandum for the purposes set forth herein and for providing constructive notice of the Agreement and Tenant's rights thereunder and hereunder. The terms, conditions and covenants of the Agreement are set forth at length in the Agreement and are incorporated herein by reference as though fully set forth herein. This Memorandum shall not, in any manner or form whatsoever, alter, modify or vary the terms, covenants and conditions of the Agreement.

5. This Memorandum shall also bind and benefit, as the case may be, the heirs, legal representatives, assigns and successors of the respective parties hereto, and all covenants, conditions and agreements contained herein shall be construed as covenants running with the land to the extent consistent with applicable law.

6. Owner shall have no ownership, lien, security or other interest in any Solar Facilities installed on the Property, or any profits derived therefrom, and Tenant may remove any or all Solar Facilities at any time.

7. This Memorandum may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties have executed this Memorandum to be effective as of the date first written above.

OWNER:

TENANT:

By: _____
Name: Dirk Dietz, Howard Greeley Rural
Public Power District (HGRPPD)
Title: General Manager and CEO

Name: City of St. Paul, NE
Joel M. Bergman, Mayor

Name:

ACKNOWLEDGMENT OF OWNER

STATE OF NEBRASKA)
COUNTY OF HOWARD) SS.

Personally came before me this 20th day of June, 2022, **Joel M. Bergman, Mayor** who executed the foregoing instrument, and acknowledged the same.

(S E A L)

Name: _____
Notary Public, State of Nebraska _____
My Commission Expires: _____

ACKNOWLEDGMENT OF OWNER

STATE OF _____)
COUNTY OF _____) SS.

Personally came before me this ___ day of _____, 2022, _____ who executed the foregoing instrument, and acknowledged the same.

(S E A L)

Name: _____
Notary Public, State of _____
My Commission Expires: _____

EXHIBIT A

Description of the Property

Parcel Number	Owner	Description	Acres
#470860061	City of St. Paul, NE 704 6 th Street St. Paul, Nebraska 68873 (308)754-4483	(SP TWP) Part Lot 3 & SE1/4 NE1/4 3-14-10	51.57

TOTAL _____

Connie Beck

From: Dirk Dietz <dirk.d@howardgreeleyppd.com>
Sent: Monday, June 13, 2022 11:18 AM
To: Connie Beck
Subject: Lease agreement

Connie,

I was reading through the document we went over this morning again, and the blanks where it refers to Tenant's Third Party, we will need to put TPI in for that. Today's Power Inc. is the solar company that we are dealing with. Sorry for the confusion on this.

Dirk Dietz

General Manager & CEO
Howard Greeley RPPD
422 Howard Ave.
Saint Paul, NE 68873
Office: (308) 754-4457
Cell: (308) 380-0529
gm@howardgreeleyppd.com



Parcel Information	
Parcel ID	470860061
Links	Photo #1
Map Number	2917-03-0-00000-000-0161
Cadastral #	0000-0000
Current Owner	CITY OF ST PAUL
Mailing Address	704 6TH ST ST PAUL NE 68873-2015
Situs Address	
Tax District	2
Tax ID	0000-0000
School District	ST PAUL SCH DIST #1
Neighborhood	7200
Property Class	Exempt
Lot Width x Depth	
Legal Description	(SP TWP) PART LOT 3 & SE1/4 NE1/4 3-14-10 (51.57 ACRES)

Assessed Values				
Year	Total	Land	Improvements	Outbuildings
2022	\$109,600	\$109,600	\$0	\$0

2021 Tax Information	
Taxes	\$0.00
Tax Levy	1.438643

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
LOUP BASIN RECL#1	0.033860
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
No previous sales information is available.



Property Classification			
Status:	Unimproved	Location:	Rural
Property Class:	Exempt	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	CITY OF ST PAUL	\$109,817	\$0	\$0	\$109,817	\$0	\$0.00
2020	CITY OF ST PAUL	\$112,170	\$0	\$0	\$112,170	\$0	\$0.00
2019	CITY OF ST PAUL	\$109,784	\$0	\$0	\$109,784	\$0	\$0.00
2018	CITY OF ST PAUL	\$110,395	\$0	\$0	\$110,395	\$0	\$0.00
2017	CITY OF ST PAUL	\$111,490	\$0	\$0	\$111,490	\$0	\$0.00

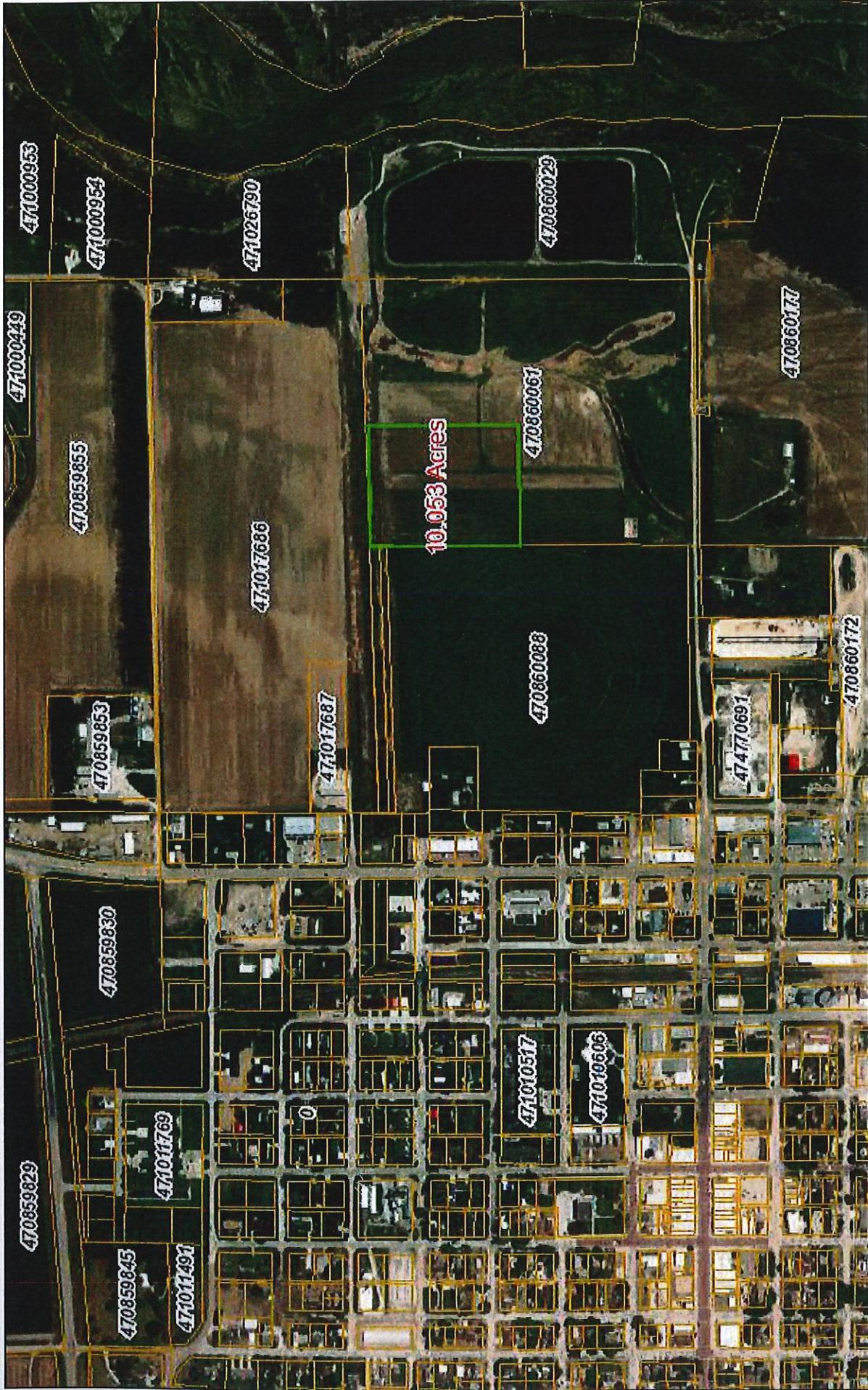
Farm Residence Datasheet			
Type		Heat Type	
Quality / Condition		Foundation	
Arch. Type		Slab Area	
Year Built		Crawl Area	
Actual Age	N/A	Basement Area	sq. ft.
Ext. Wall 1		Min Finish	
Ext. Wall 2		Rec Finish	
Base Area		Part Finish	
Total Area		Bedrooms	
Style 1		Bathrooms	
Style 2		Garage Type	
Roof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



Agland Inventory							
Soil Symbol	Soil Name	Land Use	LVG Code	Spot LVG	Value/Acre	Acres	Total Value
4258	ALMERIA SOILS, OCCASIONALLY FLOODED	DRY	4D1		2,100	9	18,900
2321	INAVALE FINE SAND 0-3 PERCENT SLOPES	GRAS	2G1	.0	0	3.66	0
2326	INAVALE FINE SANDY, LOAM 0 TO 3 PERCENT SLOPES	GRAS	2G	.0	0	1.77	0
2329	INAVALE LOAM, 0 TO 3 PERCENT SLOPES	GRAS	2G	.0	0	0.56	0
2335	INAVALE LOAMY FINE SAND, 0 TO 3 PERCENT SLOPES	GRAS	2G1	.0	0	2.15	0
4258	ALMERIA SOILS, OCCASIONALLY FLOODED	GRAS	1G1	.0	0	9.27	0
8452	DARR SILT LOAM, RARELY FLOODED	GRAS	2G	.0	0	1.16	0
2321	INAVALE FINE SAND 0-3 PERCENT SLOPES	IRRG	3A1		3,700	6.46	23,902
2326	INAVALE FINE SANDY, LOAM 0 TO 3 PERCENT SLOPES	IRRG	2A		4,100	5.41	22,181
2329	INAVALE LOAM, 0 TO 3 PERCENT SLOPES	IRRG	2A1		4,300	1.21	5,203
2335	INAVALE LOAMY FINE SAND, 0 TO 3 PERCENT SLOPES	IRRG	2A		4,100	6.4	26,240
4258	ALMERIA SOILS, OCCASIONALLY FLOODED	IRRG	4A1		3,400	2.18	7,412
8452	DARR SILT LOAM, RARELY FLOODED	IRRG	2A1		4,300	1.34	5,762
1500	ROADS & DITCHES	ROAD	1500		0	1	0
Totals						51.57	109,600

Building Permits			
Permit #	Date	Description	Amount
C22-03	02/14/2022	WASTEWATER TREATMENT FACILITY	5500000

Solar

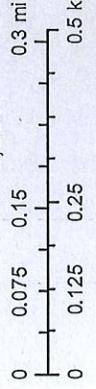


March 14, 2022

Parcels

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

1:10,881



Photo/Sketch



Connie Beck

Atty White Approval

From: Jason White <jason@schaperandwhite.com>
Sent: Monday, March 7, 2022 4:40 PM
To: Connie Beck
Subject: RE: Lease Agreement

3-7-22

Connie, I have read the agreement and it is fine. I would note however that the term is for 25 years plus an additional 10 years AND at the moment there are no payment terms in the contract. In other words, the contract in Exhibit B does not yet have the amount the City is to be paid. It would be nice if we knew that before agreeing to. Lastly, paragraph 12.1 allows for the city to terminate but it appears that it would be costly to do so. It looks like the city would have to remove all of the equipment within a year. Looks good otherwise. Jason

From: Connie Beck <cjbeck@cityofstpaulne.org>
Sent: Monday, March 7, 2022 9:33 AM
To: Jason White <jason@schaperandwhite.com>
Subject: FW: Lease Agreement
Importance: High

White
6-13-22
Approved
Revised
CB

Jsaon, can you please review the Solar Agreement attached for any changes, deletions, and additions and get back to me by THURSDAY; thanks.

From: Dirk Dietz [mailto:gm@howardgreeleyppd.com]
Sent: Friday, March 4, 2022 9:05 AM
To: Connie Beck
Subject: Lease Agreement

Connie,

I wanted to sent this over to you so that you can take a look at it for a preliminary glance. The solar developer and our attorneys have been working on putting this together so that when we have everything in place the lease agreement will not be the hold up. Now this may or may not change as we continue to negotiate with the developer and the attorneys add their language, but I wanted to give you a preliminary look at it.

Dirk Dietz

General Manager & CEO
Howard Greeley RPPD
422 Howard Ave.
Saint Paul, NE 68873
Office: (308) 754-4457
Cell: (308) 380-0529
gm@howardgreeleyppd.com

Connie Beck

From: Jason White <jason@schaperandwhite.com>
Sent: Monday, March 7, 2022 4:40 PM
To: Connie Beck
Subject: RE: Lease Agreement

3-7-22

Connie, I have read the agreement and it is fine. I would note however that the term is for 25 years plus an additional 10 years AND at the moment there are no payment terms in the contract. In other words, the contract in Exhibit B does not yet have the amount the City is to be paid. It would be nice if we knew that before agreeing to. Lastly, paragraph 12.1 allows for the city to terminate but it appears that it would be costly to do so. It looks like the city would have to remove all of the equipment within a year. Looks good otherwise. Jason

From: Connie Beck <cjbeck@cityofstpaulne.org>
Sent: Monday, March 7, 2022 9:33 AM
To: Jason White <jason@schaperandwhite.com>
Subject: FW: Lease Agreement
Importance: High

Solar Agenda

Jason, can you please review the Solar Agreement attached for any changes, deletions, and additions and get back to me by THURSDAY; thanks.

From: Dirk Dietz [mailto:gm@howardgreeleyppd.com]
Sent: Friday, March 4, 2022 9:05 AM
To: Connie Beck
Subject: Lease Agreement

5/2/22

Connie,

I wanted to sent this over to you so that you can take a look at it for a preliminary glance. The solar developer and our attorneys have been working on putting this together so that when we have everything in place the lease agreement will not be the hold up. Now this may or may not change as we continue to negotiate with the developer and the attorneys add their language, but I wanted to give you a preliminary look at it.

Dirk Dietz

General Manager & CEO
Howard Greeley RPPD
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Saint Paul, NE 68873
Office: (308) 754-4457
Cell: (308) 380-0529
gm@howardgreeleyppd.com

TPI lease
from ~~RE~~ REA
\$1.00
0% charge
4-18-22
50/50%
financial
transaction
Lease \$1.00

Article 1. General Provisions

§ 4-101 HEALTH; REGULATIONS.

For the purpose of promoting the health and safety of the residents of the Municipality, the Board of Health shall, from time to time, adopt such rules and regulations relative thereto and shall make such inspections, prescribe such penalties, and make such reports as may be necessary toward that purpose. (Ref. 17-121 RS Neb.)

§ 4-102 HEALTH; ENFORCEMENT OFFICIAL.

The Municipal Police Chief, as the Quarantine Officer, shall be the chief health officer of the Municipality. It shall be his duty to notify the Governing Body and the Board of Health of health nuisances within the Municipality and its zoning jurisdiction. (Ref. 17-121 RS Neb.)

§ 4-103 HEALTH; STATE RULES.

The "Rules and Regulations Relating to Public Health," Department of Health of the State of Nebraska are hereby incorporated by reference when the same are applicable to the Municipality, in their present form and as they may hereafter be amended. One (1) copy of each of the said pamphlets is filed at the office of the Municipal Clerk and shall be available for public inspection at any reasonable time. (Ref. 18-132, 19-902 RS Neb.)

§ 4-104 HEALTH; COUNTY HEALTH BOARD.

It shall be the duty of the Board of Health to work closely with the County Health Board in protecting the health and welfare of the residents of the Municipality.

Article 3. Nuisances

§ 4-301 NUISANCES; PROHIBITED FENCES.

It shall be unlawful for any person to erect, or cause to be erected, and maintain any barbed wire or electric fence within the corporate limits, where such fence abuts a public sidewalk, street or alley. (Ref. 18-1720, 28-1321, 39-705 RS Neb.) (Ord. No. 835, 5/21/07)

§ 4-302 NUISANCES; APPLIANCES IN YARD.

It shall be unlawful for any person to permit a refrigerator, icebox, freezer, or any other dangerous appliance to be in the open and accessible to children whether on private or public property. (Ref 18-1720, 28-1321 RS Neb.) (Ord. No. 835, 5/21/07)

§ 4-303 NUISANCES; WEEDS AND GRASS.

It shall be unlawful for the owner or any occupant of any lot or piece of ground within the zoning jurisdiction of the City to allow the growth of twelve (12) inches or more in height of weeds, grasses, or worthless vegetation, and said condition shall constitute a nuisance. (Ord. No. 835, 5/21/07)

§ 4-304 NUISANCES; WEEDS AND GRASS; NOTICE.

When the Code Enforcement Officer declares or finds that any premises within the City zoning jurisdiction may be maintained contrary to section 4-303, he shall cause a notice to the owner, occupant, lessee, and/or mortgagee of the premises. The notice shall state the conditions which constitute the public nuisance and shall order the abatement of the nuisance within five (5) days after the date of notice, and shall be substantially in the following form:

NOTICE OF NUISANCE -WEEDS OR GRASS

TO: (OWNER, OCCUPANT, LESSEE, MORTGAGEE)

(ADDRESSES)

Pursuant to Section 4-303 of the Municipal Code of the City of St. Paul, Nebraska, the property located at (address)

is being maintained as a public nuisance due to unmowed weeds and grass.

You shall have five (5) days from the date of this Notice to abate said above described nuisance or the City may correct said condition and assess the cost to you.

Dated: _____, 20__

CITY OF ST. PAUL, NEBRASKA

By: _____

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the foregoing Notice of Nuisance was served by personal delivery or by certified U.S. Mail, postage prepaid, on the ___ day of _____, 20__, to the individuals at their respective addresses, as noted above.

CITY OF ST. PAUL, NEBRASKA

By: _____

cc: City Council

(Ref. 17-123, 17-123.01, 18-1720 RS Neb.) (Ord. No. 835, 5/21/07)

§ 4-305 NUISANCES; WEEDS AND GRASS; FORM OF PROPER SERVICE OF NOTICE.

Service of said notice shall be by personal service from a police officer or by depositing a copy of said notice in the United States Postal Service enclosed in a sealed envelope and with postage thereon fully prepaid. Said mail shall be certified and addressed to said owner, occupant, lessee, and/or mortgagee at the last known address of said parties as disclosed by the current tax rolls, and if there is no known address, then in care of the property address. Service is complete at the time of such deposit. Owner as used herein shall mean any person in possession and also any person having or claiming to have any legal or equitable interest in said premises. The failure of any person to receive such notice shall not affect the validity of the proceedings hereunder. (Ref. 17-123, 17-123.01, 18-1720 RS Neb.) (Ord. No. 835, 5/21/07)

§ 4-306 NUISANCES; WEEDS AND GRASS; ABATEMENT BY CITY.

If the person fails to mow or remove the offending weeds and grass within the time set forth, the City may proceed to mow the property and assess the cost to the owner. (Ref. 17-123, 17-123.01, 18-1740 RS Neb.) (Ord. No. 835, 5/21/07)

§ 4-307 NUISANCES; MAINTAINING A NUISANCE.

It shall be unlawful for any person to erect, keep up or continue and maintain any nuisance within the zoning jurisdiction of the City. (Ord. No. 835, 5/21/07)

§ 4-308 NUISANCES; GENERALLY DEFINED.

A nuisance consists in doing any unlawful act, or omitting to perform a duty, or suffering or permitting any condition or thing to be or exist, which act, omission, condition or thing either:

- (1) Injures or endangers the comfort, repose, health, or safety of others.
- (2) Unlawfully interferes with, obstructs, tends to obstruct or renders dangerous for passage any stream.
- (3) Essentially interferes with the comfortable enjoyment of life and property, or tends to depreciate the value of the property of others. (Ref. 18-1720 RS Neb.) (Ord. No. 835, 5/21/07)

§ 4-309 NUISANCES; SPECIFICALLY DEFINED.

(1) The maintaining, using, placing, depositing, leaving, or permitting of any of the following specific acts, omissions, places, conditions, and things are hereby declared to be nuisances.

- (a) Any odorous, putrid, unsound or unwholesome grain, meat, hides, skins, feathers, vegetable matter, or the whole or any part of any dead animal, fish, or fowl.
- (b) Privies, vaults, cesspools, dumps, pits or like places which are not securely protected from flies or rats, or which are foul or malodorous.
- (c) Filthy, littered or trash-covered cellars, houseyards, barnyards, stable-yards, factory-yards, mill yards, vacant areas in rear of stores, granaries, vacant lots, houses, buildings, or premises.
- (d) Animal manure in any quantity which is not securely protected from flies and the elements, or which is kept or handled in violation of any ordinance of the Municipality.
- (e) Liquid household waste, human excreta, garbage, butcher's trimmings and offal, parts of fish or any waste vegetable or animal matter in any quantity; provided, nothing herein contained shall prevent the temporary retention of waste in receptacles in a manner provided by the compliance officer of the City, nor the dumping of non-putrifying waste in a place and manner approved by the compliance officer.

(f) Tin cans, bottles, glass, cans, ashes, small pieces of scrap iron, wire metal articles, broken stone or cement, broken crockery, broken glass, broken plaster, and all trash or abandoned material, unless the same be kept in covered bins or galvanized iron receptacles.

(g) Trash, litter, rags, accumulations of barrels, boxes, crates, packing crates, mattresses, bedding, excelsior, packing hay, straw or other packing material, lumber not neatly piled, old

automobiles or parts thereof, or any other waste materials when any of said articles or materials create a condition in which flies or rats may breed or multiply, or which may be a fire danger or which are so unsightly as to depreciate property values in the vicinity thereof.

(h) Any unsightly building, billboard, or other structure, or any old, abandoned or partially destroyed building or structure or any building or structure commenced and left unfinished, which said buildings, billboards or other structures are either a fire hazard, a menace to the public health or safety, or are so unsightly as to depreciate the value of property in the vicinity thereof.

(i) All places used or maintained as junk yards, or dumping grounds, or for the wrecking and disassembling of automobiles, trucks, tractors, or machinery of any kind, or for the storing or leaving of worn-out, wrecked or abandoned automobiles, trucks, tractors, or machinery of any kind, or of any of the parts thereof, or for the storing or leaving of any machinery or equipment used by contractors or builders or by other persons, which said places are kept or maintained so as to essentially interfere with the comfortable enjoyment of life or property by others, or which are so unsightly as to tend to depreciate property values in the vicinity thereof.

(j) Stagnant water permitted or maintained on any lot or piece of ground.

(k) Stockyards, granaries, mills, pig pens, cattle pens, chicken pens or any other place, building or enclosure in which animals or fowls of any kind are confined or on which are stored tankage or any other animal or vegetable matter, or on which any animal or vegetable matter including grain is being processed, when said places in which said animals are confined, or said premises on which said vegetable or animal matter is located, are maintained and kept in such a manner that foul and noxious odors are permitted to emanate therefrom, to the annoyance of inhabitants of the City, or are maintained and kept in such a manner as to be injurious to the public health.

(l) Any nonoperating, wrecked, junked, or partially dismantled vehicle which remains on a property longer than thirty (30) days. Any motor vehicle or trailer which has been unregistered for more than thirty (30) days. This section shall not apply to a vehicle in an enclosed building, a vehicle on the premises of a business enterprise operated in a lawful place and manner when necessary to the lawful operation of such business enterprise or a vehicle in an approved storage place or depository maintained in a lawful place and manner.

(m) All other things specifically designated as nuisances elsewhere in this Code.

(2) The throwing, depositing, or accumulation of litter on any lot or piece of ground within the zoning jurisdiction of the City, except in proper receptacles, is prohibited and shall constitute a nuisance; provided, that grass, leaves, and worthless vegetation may be used as a ground mulch or in a compost pile. Litter shall include, but not be limited to:

- (a) Trash, rubbish, refuse, garbage, paper, rags, and ashes;
- (b) Wood, plaster, cement, brick, or stone building rubble;
- (c) Grass, leaves, and worthless vegetation;
- (d) Offal and dead animals; and

(e) Any machine or machines, vehicle or vehicles, or parts of a machine or vehicle which have lost their identity, character, utility, or serviceability as such through deterioration, dismantling, or the ravages of time, are inoperative or unable to perform their intended functions, or are cast off, discarded, or thrown away or left as waste, wreckage, or junk. (*Ref 18-1720 RS Neb.*) (*Ord. No. 835, 5/21/07*)

§ 4-310 NUISANCES; DUTY.

It shall be the duty of every owner, occupant, lessee or mortgagee of real estate in the City, to keep such real estate free of public nuisances. All or any part of said premises found, as provided herein, to

constitute a public nuisance shall be abated by rehabilitation, demolition or repair pursuant to procedures set forth herein. (Ref. 17-123, 17-123.01 RS Neb.) (Ord. No. 835, 5/21/07)

§ 4-311 NUISANCES; NON-EXCLUSIVE PROCEDURE.

The procedure set forth in this Article for abatement of a nuisance is non-exclusive and is in addition to any other procedure for abatement which is set forth in the municipal code or state statutes. (Ref. 17-123, 17-123.01, 18-1720 RS Neb.) (Ord. No. 835, 5/21/07)

§ 4-312 NUISANCES; DECLARATION.

When the Code Enforcement Officer or Chief of Police declares or finds that any premises within the City zoning jurisdiction may be maintained contrary to one or more of the provisions of sections 4-301 to 4-327 he shall cause a notice to the owner, occupant, lessee, and/or mortgagee of the premises. The notice shall state the conditions which constitute the public nuisance and shall order the abatement of the nuisance within ten (10) days after the date of notice, and shall be substantially in the following form:

① Chief of Police declares

NOTICE OF NUISANCE

TO: (OWNER, OCCUPANT, LESSEE, MORTGAGEE)

(ADDRESSES)

Pursuant to Section 4-312 of the Municipal Code of the City of St. Paul, Nebraska, the following premise in the City of St. Paul, Nebraska, known as _____ and more particularly described as follows:

(Legal description)

is being maintained as a public nuisance contrary to Sections 4-301 to 4-327 of the Municipal Code of the City of St. Paul, Nebraska. The conditions which constitute the public nuisance upon the above-described real estate are as follows:

You shall have ten (10) days from the date of this notice to abate said above described Nuisance.

Dated: _____, 20__

② • Notice to owner of nuisance; owner has 10 days to Abate nuisance

CITY OF ST. PAUL, NEBRASKA

By: _____

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the foregoing Notice of Nuisance was served by personal delivery or by certified U.S. Mail, postage prepaid, on the ____ day of _____, 20__ to the individuals at their respective addresses, as noted above.

③ Mail Certified copy
③

CITY OF ST. PAUL, NEBRASKA

By: _____

cc: City Council

(Ref. 17-123, 17-123.01, 18-1720 RS Neb.) (Ord. No. 835, 5/21/07)

§ 4-313 NUISANCES; FORM OF PROPER SERVICE OF NOTICE.

Service of said notice shall be by personal service from a police officer or by depositing a copy of said notice in the United States Postal Service enclosed in a sealed envelope and with postage thereon fully prepaid. Said mail shall be certified and addressed to said owner, occupant, lessee, and/or mortgagee at the last known address of said parties as disclosed by the current tax rolls, and if there is no known address, then in care of the property address. Service is complete at the time of such

deposit. Owner as used herein shall mean any person in possession and also any person having or claiming to have any legal or equitable interest in said premises. The failure of any person to receive such notice shall not affect the validity of the proceedings hereunder. (Ref. 17-123, 17-123.01, 18-1720 RS Neb.)

(Ord. No. 835, 5/21/07)

§ 4-314 NUISANCES; AFFECT OF FAILURE TO ABATE.

If the nuisance is not abated within the period given in the notice, the City Council may determine to proceed. When, upon motion, it determines to proceed, the City Council shall give a second notice in the same manner set forth in section 4-313. The second notice shall establish a date, time and place at which all interested parties may appear before the City Council or such other person as the City Council specifies in the notice and present evidence to determine whether the premises constitute a public nuisance, and if determined to constitute a public nuisance, to be abated. Any interested party may appeal such decision of the City Council to the appropriate court for adjudication, during which proceedings, the decision of the City Council shall be stayed. The notice shall be substantially in the following form:

4 Nuisance not abated in 10 days Council move to determine to proceed

NOTICE OF HEARING TO BE DETERMINED
EXISTENCE OF PUBLIC NUISANCE AND
TO ABATE IN WHOLE OR IN PART
TO:

Hearing
5 Send 2nd notice to appear before Council

Notice is hereby given that on the ___ day of _____, 20___, the City Council of the City of St. Paul passed a motion declaring its intent to ascertain whether certain premises situated in the City of St. Paul, State of Nebraska, known and designated as (street address) in said City and more particularly described as follows:

(Legal description)

constitute a public nuisance subject to abatement. Hearing upon said Motion to determine whether the above noted premises constitute a public nuisance shall be on the ___ day of _____, 20___, at _____ o'clock a.m./p.m., before the City Council in the Council Chamber, City Hall, St. Paul, Nebraska, at which time the City Council shall hear all evidence from any interested party pertaining to the above noted issue. If said premises in whole or part, are found to constitute a public nuisance, as defined by Sections 4-308 to 4-309 of the St. Paul Municipal Code and if the same are not promptly abated, the Municipal Authorities shall abate the same and the cost of abatement shall be assessed upon such premises and such costs shall constitute a lien upon such land until paid.

Said alleged violations consist of the following:

Dated: _____, 20__

CITY OF ST. PAUL, NEBRASKA

By: _____

City Clerk

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the foregoing Notice was mailed by registered or certified U.S. Mail, postage prepaid, on this ___ day of _____, 20___, to the following:

CITY OF ST. PAUL, NEBRASKA

By: _____

if not abated, then municipality will abate + assess cost - place on lien (property)

6 Certified mail

City Clerk

(Ref. 17-123, 17-123.01, 18-1720 RS Neb.) (Ord. No. 835, 5/21/07)

§ 4-315 NUISANCES; HEARING.

At the time fixed in the Notice, the City Council or other persons specified to hear the matter shall hear the testimony of all competent persons desiring to testify respecting the condition constituting the nuisance, including the estimated cost of abatement and other matters which may be pertinent. At the conclusion of the hearing, the City Council shall, by resolution, declare its findings. If the City Council so concludes, it may declare the condition existing to be a nuisance and direct the person owning the property upon which the nuisance exists to abate it within a reasonable time after the date of posting on the premises a notice of the adoption of the resolution, and sending notice as set forth herein. Said notice shall be substantially in the following form:

⑦ Nuisance Hearing @ Resolution declare findings

b. Post Notice on Premise

NOTICE OF ADOPTION OF RESOLUTION NO. _____

TO:

YOU ARE HEREBY NOTIFIED THAT ON _____, 20____, the City Council of the City of St. Paul, Nebraska, by Resolution No. _____, after notice and hearing as specified in said Resolution, did determine that the following constitute a public nuisance, to-wit:

Upon the following described real estate, to-wit:

You are granted _____ days from the date of this Notice to abate said nuisance. Failure to abate said nuisance shall result in said nuisance being abated by the City of St. Paul and the cost of abatement shall be assessed upon said premises and constitute a lien upon said premises until paid.

Dated: _____, 20____

CITY OF ST. PAUL, NEBRASKA

By: _____

City Clerk

⑧ Abate within reasonable time Post on Premise

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the foregoing Notice was posted on the premises afore-described and mailed by certified U.S. Mail, postage prepaid, on this _____ day of _____, 20____, to the following:

CITY OF ST. PAUL, NEBRASKA

By: _____

City Clerk

⑨ Certified Mail

(Ref. 17-123, 17-123.01, 18-1720 RS Neb.) (Ord. No. 835, 5/21/07)

§ 4-316 NUISANCES; EXTENSION OF TIME.

The City Council may grant an extension of time to abate the nuisance if, in its opinion, good cause for an extension exists. (Ref. 17-123, 17-123.01, 18-1720 RS Neb.) (Ord. No. 835, 5/21/07)

§ 4-317 NUISANCES; ABATEMENT BY CITY.

If the person fails to abate the nuisance within the time set forth, the City may proceed to abate the nuisance. (Ref 17-123, 17-123.01, 18-1740 RS Neb.) (Ord. No. 835, 5/21/07)

§ 4-318 NUISANCES; RECORD OF EXPENSES.

The City shall keep an itemized account of the expenses involved in abating the nuisance. The City shall post conspicuously on the property and it shall also mail to the owner of the property a statement

showing the expense of the abatement, together with a notice of the time and place when the statement will be submitted to the City Council for approval and confirmation and at which time the City Council may consider the objections and protests to the cost of the work. Said notice shall be substantially in the following form:

NOTICE OF HEARING ON EXPENSE OF ABATEMENT OF NUISANCE

- ⑩ Nuisance itemized expense of record "document"
- Post on Property
- Mail owner
- time + place - City Council Approval
- Council to consider objections + protest to cost

TO:

Pursuant to Section 4-318 of the Municipal Code of the City of St. Paul, Nebraska, you are hereby notified that the following is a statement showing the expense incurred by the City of St. Paul in abating a nuisance upon the following-described real-estate, to-wit:

(Legal Description)

Said expenses are as follows:

You are further notified that said Statement of Expenses shall be submitted to the City Council for consideration on the ___ day of ____, 20__, at ____ o'clock a.m./p.m. St. Paul, Nebraska, at which time you may appear to object or protest the expense incurred in the abatement of said nuisance.

CITY OF ST. PAUL, NEBRASKA

By: _____

City Clerk

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the foregoing Notice was posted on the premises afore-described and mailed by Certified U.S. Mail, postage prepaid, this ___ day of ____, 20__, to the following:

CITY OF ST. PAUL, NEBRASKA

By: _____

City Clerk

- ⑪ Certified Mail
- ⑫ Council Mtg Hearing on Expenses.

(Ref. 17-123, 17-123.01, 18-1720 RS Neb.)(Ord. No. 835, 5/21/07)

§ 4-319 NUISANCES; HEARING ON STATEMENT OF EXPENSES.

At the time fixed for hearing on the statement of expenses, the City Council shall consider the statement and any protest or objections raised by the persons liable to be assessed for the costs of the abatement. The City Council may revise, correct, or modify the statement as it considers just and thereafter shall confirm the statement by motion or resolution. The decision of the City Council on all protests and objections which may be made shall be final and conclusive. The procedure governing the hearing shall be as provided by section 4-315. (Ref. 17-123, 17-123.01, 18-1720 RS Neb.) (Ord. No. 835, 5/21/07)

§ 4-320 NUISANCES; EXPENSES AND SPECIAL ASSESSMENT AGAINST THE PROPERTY.

If the property owner does not pay the expense of abating the nuisance within five (5) days after the City Council confirms the cost of abatement, the costs shall become a special assessment against the real estate upon which the nuisance was abated. The assessment shall continue until it is paid, together with interest as set by the applicable statutes of the State of Nebraska. (Ref. 17-123.01 RS Neb.) (Ord. No. 835, 5/21/07)

- ⑬ Nuisance Expense - Spec. Assess (lien) against property - Pay w/in 5 days!

§ 4-321 NUISANCES; NOTICE OF SPECIAL ASSESSMENT.

The City shall file in the offices of the County Register of Deeds and County Treasurer a certificate substantially in the following form:

NOTICE OF SPECIAL ASSESSMENT

Under the authority of the St. Paul Municipal Code, the City did on _____, 20____, abate a nuisance upon the real estate hereinafter described and then on _____, 20____, did assess the cost of the abatement upon the real estate. The City of St. Paul claims a special assessment on the real estate for the expense of doing the work in the amount of \$_____. This amount is a special assessment against the real estate until it is paid, with interest as set by the applicable statutes of the State of Nebraska, until discharged of record. The real estate referred to above, and upon which the special assessment is claimed is that certain parcel of land situated within the City of St. Paul, County of Howard, State of Nebraska and more particularly described as follows:

Dated: _____, 20____

CITY OF ST. PAUL, NEBRASKA

By: _____

City Clerk

(Ref. 17-123, 17-123.01, 18-1720 RS Neb.) (Ord. No. 835, 5/21/07)

§ 4-322 NUISANCES; ALTERNATIVES.

Nothing in the foregoing sections shall be deemed to prevent the City Council from ordering the City Attorney to commence a civil and/or criminal proceeding to abate a public nuisance under applicable civil or penal code provisions as an alternative to the proceedings set forth herein. *(Ref. 17-123, 17-123.01, 18-1720 RS Neb.) (Ord. No. 835, 5/21/07)*

§ 4-323 NUISANCES; PROCEDURE IN CASE OF EMERGENCY.

When the conditions which constitute the nuisance pose an immediate threat to the public peace, health or safety, the City Council may order the nuisance abated immediately or take steps itself to abate the nuisance after adoption of a resolution declaring the facts which constitute the emergency. The resolution to be effective shall be adopted by three-fourths (3/4) vote of the City Council. *(Ref. 17-121, 17-123, 17-123.01, 18-1720 RS Neb.) (Ord. No. 835, 5/21/07)*

§ 4-324 NUISANCES; SEVERABILITY.

The City Council of the City of St. Paul hereby declares that should any section, paragraph, sentence or word of this Article hereby adopted be declared for any reason to be invalid, it is the intent of the Council that it would have passed all other portions of this Article independent of the elimination here from of any such portion as may be declared invalid. *(Ord. No. 835, 5/21/07)*

§ 4-325 NUISANCES; ADJOINING LAND OWNERS; INTERVENTION BEFORE TRIAL.

In cases of appeal from an action of the Governing Body condemning real property as a nuisance or as dangerous under the police powers of the Municipality, the owners of the adjoining property may intervene in the action at any time before trial. *(Ref. 19-710 RS Neb.) (Ord. No. 835, 5/21/07)*

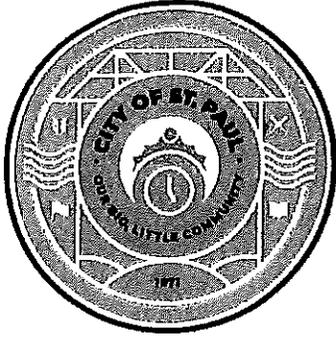
§ 4-326 NUISANCES; VIOLATION; PENALTY.

Any person who shall violate or refuse to comply with the enforcement of any of the provisions of this Chapter, set forth at full length herein or incorporated by reference shall be deemed guilty of a misdemeanor and upon conviction thereof, shall be fined not more than five hundred dollars (\$500.00) for each offense. A new violation shall be deemed to have been committed every twenty-four (24) hours of such failure to comply. *(Ord. No. 835, 5/21/07)*

§ 4-327 NUISANCES; ABATEMENT OF NUISANCE.

(1) Whenever a nuisance exists as defined in this Chapter, the City may proceed by a suit in equity to enjoin and abate the same, in the manner provided by law.

(2) Whenever, in any action, it is established that a nuisance exists, the court may together with the fine or penalty imposed, enter an order of abatement as a part of the judgment in the case. (*Ref. 18-1720, 18-1722 RS Neb.*) (*Ord. No. 835, 5/21/07*)



6-13 6-14
City of St. Paul, Nebraska

704 6th Street • St. Paul, NE 68873

Phone (308) 754-4483

NOTICE OF ADOPTION OF RESOLUTION NO. 2022-5

TO: Todd and Michelle Padrnos
1220 Farnum Street
St. Paul, NE 68873

YOU ARE HEREBY NOTIFIED THAT ON June 6, 2022, the City Council of the City of St. Paul, Nebraska, by Resolution No. 2022-5, after notice and hearing as specified in said Resolution, did determine that the following constitute a public nuisance, to-wit:

- 108 Howard Avenue Apartment; Unsafe Building Structure

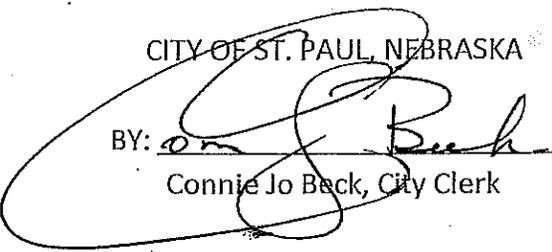
Upon the following described real estate, to-wit:

(SP VII) TRACT A IN TAX LOT 7; 3-14-10 St. Paul, Nebraska

You are granted 5 days from the date of this notice to abate said nuisance. Failure to abate said nuisance shall result in said nuisance being abated by the City of St. Paul and the cost of abatement shall be assessed upon said premises and constitute a lien upon said premises until paid.

Dated: June 7, 2022

CITY OF ST. PAUL, NEBRASKA

BY: 

Connie Jo Beck, City Clerk



June 6, 2022
Minutes

Mayor Bergman opened the Nuisance Hearing at 7:33 p.m. to “Determined Existence of Public Nuisance and to Abate in Whole or in Part” pertaining to Todd M. and Michelle L. Padrnos property at 108 Howard Avenue, St. Paul, NE. The property is more legally described as: (SP VII) TRACT A IN TAX LOT 7; 3-14-10. The said alleged violations consist of an Unsafe Building Structure. Owners Todd M. and Michelle L. Padrnos were not present for the nuisance hearing. Chief of Police Dan Howard stated that the letter he served by personal delivery by attaching the notice to the front door of the residence of Todd and Michelle Padrnos on Wednesday, May 4, 2022 regarding the above subject is still posted on the door at 1220 Farnum Street, St. Paul, NE. Chief of Police Howard stated that the apartment property is still in the same condition; no work has been completed on the project. Chief of Police Dan Howard submitted the following Exhibits to be placed in City record regarding the Padrnos nuisance history:

- (1) November 29, 2021 - Chief of Police Dan Howard “Nuisance Declaration” regarding 108 Howard Avenue Apartments, St. Paul, NE per Municipal Code Sections 4-301 to 4-327, along with attached pictures of the apartment structure;
- (2) November 29, 2021 – Chief of Police Dan Howard “Certificate of Posting” by Hand Delivery to Todd and Michelle Padrnos residence at 1220 Farnum Street, St. Paul, NE;
- (3) November 29, 2021 – Letter mailed to Todd & Michelle Padrnos regarding City Municipal Code 9-403; Unsafe Buildings; Determination and Notice, along with 4-323 Nuisances; Procedure in Case of Emergency;
- (4) November 29, 2021 - City Certification of Posting of letter regarding Municipal Code 9-403; Unsafe Buildings; Determination and Notice, along with 4-323 Nuisances; Procedure in Case of Emergency was served by Personal Service to: (a) Todd Padrnos at 1220 Farnum Street, St. Paul, NE (on front lawn); (b) 108 Howard Avenue apartments that consists of Apartment #1, #2, #3, #4, #5, and #6; and (c) Howard County Register of Deeds (Bev Sack);
- (5) December 6, 2021 - Notice to Appeal Nuisance Violation Notice letter was signed by Todd Padrnos on December 6, 2021; the appeal hearing was scheduled for December 20, 2021;
- (6) December 20, 2021 – Regular Council meeting minutes regarding Unsafe Building APPEAL Hearing pertaining to 108 Howard Avenue apartments;
- (7) December 20, 2021 – Letter to Todd and Michelle Padrnos regarding “Notice of Hearing to be Determined Existence of Public Nuisance and to Abate in Whole or in Part” pertaining to 108 Howard Avenue; the hearing is scheduled for February 7, 2022 at 7:00 p.m.;
- (8) December 21, 2021 - Certificate of Posting by Hand Delivery regarding the “Notice of Hearing to be Determined Existence of Public Nuisance and to Abate in Whole or in Part”;
- (9) December 21, 2021 at 10:53 a.m. Brian Friedrichsen (Olsson) sent Connie Jo Beck (City Clerk) and Matt Helzer (Utility Superintendent) an email regarding plans for replacement of stairs for the apartments, along with a blue-print for Foundation Plan and Existing Stair Tower Elevation; this is Olsson Project 019-0503, New Stair Towers – Heidi Baldwin Apartments;
- (10) February 7, 2022 – Regular Council minutes regarding the 108 Howard Avenue



structural integrity of the steel staircases, decking and support beams; Mr. Padrnos had until February 7, 2022 to repair the key structure of the apartments. Chief of Police Howard stated that there were no changes to the structure from the last City Council discussion on December 20, 2022;

- (11) February 23, 2022 at 6:45 a.m. City Clerk Beck emailed the Phonograph Herald the February 7, 2022 minutes to be published;
- (12) February 9, 2022 - Phonograph Herald article regarding City Council minutes;
- (13) March 21, 2022 – City Council meeting minutes regarding the improvements to the 108 Howard Avenue apartments; Mr. Padrnos stated he was in a bid letting process on construction material and having discussions with the St. Paul Development Corp. (SPDC) regarding the financing of the material;
- (14) May 2, 2022 – City Council meeting minutes stating Chief of Police Howard is not able to contact Todd Padrnos; it was also stated that Todd Padrnos has not contacted SPDC regarding funding. City Council decided to move forward with the nuisance process concerning 108 Howard Avenue apartments.
- (15) May 4, 2022 letter posted to Todd and Michelle Padrnos home regarding “Notice of Hearing to be Determined Existence of Public Nuisance and to Abate in Whole or in Part” to be held on June 6, 2022 at 7:00 p.m. regarding an unsafe building structure; pictures were also included with the letter;
- (16) May 4, 2022 a Certificate of Posting to Todd and Michelle Padrnos residence at 1220 Farnum Street regarding “Notice of Hearing to be Determined Existence of Public Nuisance and to Abate in Whole or in Part”.

Mayor Bergman accepted the Exhibits into record at 7:40 p.m. City Attorney Jason White read the City Municipal Code of 9-401 – Unsafe Building; Definition. After hearing no other comments regarding the nuisance hearing, Mayor Joel Bergman closed the hearing at 7:53 p.m.



City Council member Feeken moved to approve Notice of Adoption of Resolution 2022-5; whereas the City Council will determine if the property constitutes a public nuisance. If, the property constitutes a public nuisance, then the City Council will grant **five (5) days** from the date of the notice to abate said nuisance. Failure to abate the nuisance shall result in said nuisance being abated by the City of St. Paul and the cost of abatement shall be assessed upon the premises and constitute a lien upon the premises until paid. Council member Schmid seconded the motion. Council members Kowalski, Schmid & Feeken voted aye, Council member Thompson voted nay. Motion carried 3/1. The letter will be mailed by Certified Mail to Todd and Michelle Padrnos, along with a copy of the letter to be posted at the 108 Howard Avenue property. City Attorney White stated that the City gave Mr. Padrnos his due process. The item will be on the Monday, June 20, 2022 City Council agenda.

Council member Thompson moved to approve the Consent Agenda Items: (1) April 2022 Treasurer's Report; (2) May 11, 2022 (special 5:30 p.m.); May 11, 2022 (special 6:30 p.m.); May 16, 2022 (regular); and May 31, 2022 (special) Council minutes; and (3) June 6, 2022 disbursements. Council member Kowalski seconded the motion. Council members Kowalski, Thompson, Schmid & Feeken voted aye, nays none. Motion carried 4/0.

July _____, 2022

RE: NOTICE OF HEARING ON EXPENSE OF ABATEMENT OF NUISANCE

**TO: Todd and Michelle Padrnos
1220 Farnum Street
St. Paul, NE 68873**

Pursuant to Section 4-318 of the Municipal Code of the City of St. Paul, Nebraska, you are hereby notified that the following is a statement showing the expense incurred by the City of St. Paul in abating a nuisance upon the following-described real-estate, to-wit:

- 108 Howard Avenue Apartment; Unsafe Building Structure
Upon the following described real estate, to-wit:
(SP VII) TRACT A IN TAX LOT 7; 3-14-10 St. Paul, Nebraska

Said expenses are as follows:

You are further notified that said Statement of Expenses shall be submitted to the City Council for consideration on the _____ day of _____, 2022 at 7:00 o'clock p.m. St. Paul, Nebraska, at which time you may appear to object or protest the expense incurred in the abatement of said nuisance.

CITY OF ST. PAUL, NEBRASKA

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

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the foregoing Notice was posted on the premises afore-described and mailed by Certified U.S. Mail, postage prepaid, this _____ day of _____, 2022 to the following:

CITY OF ST. PAUL, NEBRASKA

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

CERTIFICATE OF PAYMENT: 4

Date of Issuance: June 9, 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: \$328,670.80

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 \$993,196.15
 Less retainage percentage 10% \$99,319.62
 Net amount due including this estimate \$893,876.54
 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>\$435,069.90</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>\$508,349.22</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>\$385,527.32</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: *B. J. Eli*

Pay App.
4

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

Project #: 020-2586
Date: 6/9/2022



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	0.00	\$ -	\$ -	0.50	\$ 275,000.00	50.0%	\$ -	\$ 27,500.00	
2	LIFTSTATION/SCREENING MANHOLE	L.S.	1	\$ 485,741.00	\$ 485,741.00	\$ -	\$ -	0.00	\$ -	\$ -	0.00	\$ -	0.0%	\$ 485,741.00	\$ -	
	Structures			\$ 234,911.00	\$ 234,911.00	\$ -	\$ -	0.00	\$ -	\$ -	0.00	\$ -	0.0%	\$ 234,911.00	\$ -	
	Equipment			\$ 215,874.00	\$ 215,874.00	\$ -	\$ -	0.00	\$ -	\$ -	0.00	\$ -	0.0%	\$ 215,874.00	\$ -	
	Site Work (fencing, concrete, equipment shelter)			\$ 34,956.00	\$ 34,956.00	\$ -	\$ -	0.00	\$ -	\$ -	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	0.50	\$ 59,577.10	\$ 63,499.38	0.70	\$ 162,438.68	25.2%	\$ 483,438.32	\$ 16,243.87	
	Concrete (pad, sidewalk, driveway, stairs)			\$ 94,831.00	\$ 94,831.00	\$ -	\$ 18,926.20	0.70	\$ 47,315.50	\$ -	0.70	\$ 66,241.70	70.0%	\$ 28,389.30	\$ 6,624.17	
	Building Erection			\$ 191,887.00	\$ 191,887.00	\$ -	\$ -	0.00	\$ -	\$ 63,499.38	0.00	\$ 63,499.38	33.1%	\$ 128,387.62	\$ 6,349.94	
	Plumbing			\$ 81,744.00	\$ 81,744.00	\$ 0.25	\$ 20,438.00	0.15	\$ 12,261.60	\$ -	0.40	\$ 32,697.60	40.0%	\$ 49,046.40	\$ 3,289.76	
	Blowers			\$ 133,255.00	\$ 133,255.00	\$ -	\$ -	0.00	\$ -	\$ -	0.00	\$ -	0.0%	\$ 133,255.00	\$ -	
	Cabinetry			\$ 25,584.00	\$ 25,584.00	\$ -	\$ -	0.00	\$ -	\$ -	0.00	\$ -	0.0%	\$ 25,584.00	\$ -	
	Generator			\$ 118,778.00	\$ 118,778.00	\$ -	\$ -	0.00	\$ -	\$ -	0.00	\$ -	0.0%	\$ 118,778.00	\$ -	
4	SBR TANK/EQUIPMENT	L.S.	1	\$ 985,666.00	\$ 985,666.00	\$ -	\$ -	0.40	\$ 190,292.40	\$ 36,193.50	0.40	\$ 226,485.90	23.0%	\$ 759,180.10	\$ 22,648.59	
	Concrete (structures, sidewalk)			\$ 475,731.00	\$ 475,731.00	\$ -	\$ -	0.40	\$ 190,292.40	\$ -	0.40	\$ 190,292.40	40.0%	\$ 285,438.60	\$ 19,029.24	
	Equipment			\$ 425,744.00	\$ 425,744.00	\$ -	\$ -	0.00	\$ -	\$ 36,193.50	0.00	\$ 36,193.50	8.5%	\$ 389,550.50	\$ 3,619.35	
	Stairs & Handrail			\$ 31,966.00	\$ 31,966.00	\$ -	\$ -	0.00	\$ -	\$ -	0.00	\$ -	0.0%	\$ 31,966.00	\$ -	
	Piping			\$ 39,725.00	\$ 39,725.00	\$ -	\$ -	0.00	\$ -	\$ -	0.00	\$ -	0.0%	\$ 39,725.00	\$ -	
	Fencing			\$ 12,500.00	\$ 12,500.00	\$ -	\$ -	0.00	\$ -	\$ -	0.00	\$ -	0.0%	\$ 12,500.00	\$ -	
6	LAGOON CLEANING/LINER CONSTRUCTION	L.S.	1	\$ 621,274.00	\$ 621,274.00	\$ -	\$ -	0.00	\$ -	\$ -	0.00	\$ -	0.0%	\$ 621,274.00	\$ -	
	Equipment Removals and Demo			\$ 37,633.00	\$ 37,633.00	\$ -	\$ -	0.00	\$ -	\$ -	0.00	\$ -	0.0%	\$ 37,633.00	\$ -	
	North Cell Decommissioning			\$ 108,941.00	\$ 108,941.00	\$ -	\$ -	0.00	\$ -	\$ -	0.00	\$ -	0.0%	\$ 108,941.00	\$ -	
	South Cell Decommissioning			\$ 108,941.00	\$ 108,941.00	\$ -	\$ -	0.00	\$ -	\$ -	0.00	\$ -	0.0%	\$ 108,941.00	\$ -	
	Earthwork			\$ 150,015.00	\$ 150,015.00	\$ -	\$ -	0.00	\$ -	\$ -	0.00	\$ -	0.0%	\$ 150,015.00	\$ -	
	Liner Construction			\$ 205,125.00	\$ 205,125.00	\$ -	\$ -	0.00	\$ -	\$ -	0.00	\$ -	0.0%	\$ 205,125.00	\$ -	
	Site Work (fencing, concrete, splitter structure, signage)			\$ 10,619.00	\$ 10,619.00	\$ -	\$ -	0.00	\$ -	\$ -	0.00	\$ -	0.0%	\$ 10,619.00	\$ -	
6	SITE PIPING	L.S.	1	\$ 811,180.00	\$ 811,180.00	\$ -	\$ -	0.00	\$ -	\$ -	0.00	\$ -	0.0%	\$ 811,180.00	\$ -	
	Sanitary (gravity, force main, WAS, etc.)			\$ 290,573.00	\$ 290,573.00	\$ -	\$ -	0.00	\$ -	\$ -	0.00	\$ -	0.0%	\$ 290,573.00	\$ -	
	Water			\$ 271,105.00	\$ 271,105.00	\$ -	\$ -	0.00	\$ -	\$ -	0.00	\$ -	0.0%	\$ 271,105.00	\$ -	
	Air			\$ 81,655.00	\$ 81,655.00	\$ -	\$ -	0.00	\$ -	\$ -	0.00	\$ -	0.0%	\$ 81,655.00	\$ -	
	Valves			\$ 167,847.00	\$ 167,847.00	\$ -	\$ -	0.00	\$ -	\$ -	0.00	\$ -	0.0%	\$ 167,847.00	\$ -	
7	SWPPP	L.S.	1	\$ 31,125.00	\$ 31,125.00	\$ -	\$ 7,590.40	0.00	\$ -	\$ -	0.00	\$ 7,590.40	24.4%	\$ 23,534.60	\$ 759.04	
	Seeding			\$ 21,637.00	\$ 21,637.00	\$ -	\$ -	0.00	\$ -	\$ -	0.00	\$ -	0.0%	\$ 21,637.00	\$ -	
	Silt Fence			\$ 9,488.00	\$ 9,488.00	\$ 0.80	\$ 7,590.40	0.00	\$ -	\$ -	0.80	\$ 7,590.40	80.0%	\$ 1,897.60	\$ 759.04	
8	ELECTRICAL	L.S.	1	\$ 744,973.00	\$ 744,973.00	\$ -	\$ 37,498.80	0.00	\$ 37,498.80	\$ 81,421.47	0.00	\$ 156,419.07	21.0%	\$ 588,553.93	\$ 15,641.91	
	Lift Station (10%)			\$ 75,147.00	\$ 75,147.00	\$ -	\$ -	0.00	\$ -	\$ 6,353.59	0.00	\$ 6,353.59	8.5%	\$ 68,793.41	\$ 635.36	
	Site Work (17%)			\$ 125,510.00	\$ 125,510.00	\$ -	\$ -	0.00	\$ -	\$ 28,686.67	0.00	\$ 28,686.67	22.9%	\$ 96,823.33	\$ 2,868.67	
	Control/Blower Building (50%)			\$ 374,988.00	\$ 374,988.00	\$ 0.10	\$ 37,498.80	0.10	\$ 37,498.80	\$ 31,787.95	0.20	\$ 106,765.55	28.5%	\$ 268,222.45	\$ 10,676.56	
	SBR (23%)			\$ 169,328.00	\$ 169,328.00	\$ -	\$ -	0.00	\$ -	\$ 14,613.26	0.00	\$ 14,613.26	8.6%	\$ 154,714.74	\$ 1,461.33	
9	MECHANICAL	L.S.	1	\$ 147,941.00	\$ 147,941.00	\$ -	\$ -	0.00	\$ -	\$ -	0.00	\$ -	0.0%	\$ 147,941.00	\$ -	
10	NEW SUBMERSIBLE WELL	L.S.	1	\$ 45,864.00	\$ 45,864.00	\$ -	\$ -	0.00	\$ -	\$ -	0.00	\$ -	0.0%	\$ 45,864.00	\$ -	
11	EARTHWORK	L.S.	1	\$ 387,204.00	\$ 387,204.00	\$ -	\$ 123,959.60	0.00	\$ 41,302.50	\$ -	0.00	\$ 165,262.10	42.7%	\$ 221,941.90	\$ 16,526.21	
	Lift Station			\$ 15,221.00	\$ 15,221.00	\$ -	\$ -	0.00	\$ -	\$ -	0.00	\$ -	0.0%	\$ 15,221.00	\$ -	
	Control/Blower Building			\$ 165,210.00	\$ 165,210.00	\$ 0.50	\$ 82,605.00	0.25	\$ 41,302.50	\$ -	0.75	\$ 123,907.50	75.0%	\$ 41,302.50	\$ 12,390.75	
	SBR			\$ 206,773.00	\$ 206,773.00	\$ 0.20	\$ 41,354.60	0.00	\$ -	\$ -	0.20	\$ 41,354.60	20.0%	\$ 165,418.40	\$ 4,135.46	
12	SCADA	L.S.	1	\$ 60,000.00	\$ 60,000.00	\$ -	\$ -	0.00	\$ -	\$ -	0.00	\$ -	0.0%	\$ 60,000.00	\$ -	
Change Order																
Contract Total					\$ 5,516,845.00	\$ 483,411.00	\$ -	\$ -	0.00	\$ 328,670.80	\$ 181,114.35	0.00	\$ 993,196.15	18.0%	\$ 4,523,648.85	\$ 99,319.62

Contractor's Application for Payment No. 4

Application Period:		Application Date: 6/3/2022
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)..... \$ 993,196.15
			5. RETAINAGE:
			a. 10% X \$812,081.80 Work Completed..... \$ 81,208.18
			b. 10% X \$181,114.35 Stored Material..... \$ 18,111.44
			c. Total Retainage (Line 5.a + Line 5.b)..... \$ 99,319.62
			6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)..... \$ 893,876.54
			7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... \$ 508,349.22
			8. AMOUNT DUE THIS APPLICATION..... \$ 385,527.32
			9. BALANCE TO FINISH, PLUS RETAINAGE
			(Column G total on Progress Estimates + Line 5.c above)..... \$ 4,622,968.47
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: [Signature] Date: 6/3/2022

Payment of: \$ 385,527.32
 (Line 8 or other - attach explanation of the other amount)

is recommended by: [Signature] 6/9/2022
 (Engineer) (Date)

Payment of: \$ 385,527.32
 (Line 8 or other - attach explanation of the other amount)

is approved by: _____ (Owner) _____ (Date)

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



Progress Estimate

Contractor's Application

For (Contract): Wastewater Treatment Facility						Application Number: 4					
Application Period: 5/1/2022-6-1-2022						Application Date: 6/3/2022					
A					B	C	D	E	F		G
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)	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)
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		\$98,939.30	\$63,499.38	\$162,438.68	25.2%	\$483,438.32
	Concrete (Pad, Sidewalk, Driveway, Stairs)			\$94,631.00		0.70	\$66,241.70		\$66,241.70	70.0%	\$28,389.30
	Building Erection			\$191,887.00				\$63,499.38	\$63,499.38	33.1%	\$128,387.62
	Plumbing			\$81,744.00		0.40	\$32,697.60		\$32,697.60	40.0%	\$49,046.40
	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		\$190,292.40	\$36,193.50	\$226,485.90	23.0%	\$759,180.10
	Concrete (structures, sidewalk)			\$475,731.00		0.40	\$190,292.40		\$190,292.40	40.0%	\$285,438.60
	Equipment			\$425,744.00				\$36,193.50	\$36,193.50	8.5%	\$389,550.50
	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/Uner 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
	Uner 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		\$74,997.60	\$81,421.47	\$156,419.07	21.0%	\$588,553.93

Progress Estimate

Contractor's Application

For (Contract): Wastewater Treatment Facility						Application Number: 4					
Application Period: 5/1/2022-6-1-2022						Application Date: 6/3/2022					
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)	(B)
Bid Item No.	Description	Item Quantity	Units	Unit Price							
	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		0.20	\$74,997.60	\$31,767.95	28.5%	\$268,222.45	
	SBR (23%)			\$169,328.00				\$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		\$165,262.10		\$165,262.10	42.7%	\$221,941.90
	Lift Station			\$15,221.00							\$15,221.00
	Control/Blower Building			\$165,210.00		0.75	\$123,907.50		\$123,907.50	75.0%	\$41,302.50
	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		\$812,081.80	\$181,114.35	\$993,196.15	18.0%	\$4,523,648.85

Kleint's Building & Const., Inc.

3320 W Old Highway 30

Invoice

Date	Invoice #
5/13/2022	2022-058

Bill To
Rutjens Construction 800 Lucas Ln Tilden, NE 68781

P.O. No.	Terms	Project
	due upon receipt	

Item	Description	Est Amt	Prior Amt	Prior %	Qty	Curr %	Total %	Amount
Materials	KBC to provide materials for one Chief Buildings brand PEMB sized and designed according to plan documents. *Note that the PEMB required payment structure is full payment upon delivery* *Note that material pricing is fluctuating constantly so this pricing is only good for 30 days.* 827	107,171.95	11,521.62	10.75%	0.5925	59.25%	70.00%	63,499.38

100% PAID

KBC requires 25% downpayment to secure the contract and to establish room in our schedule.	Subtotal	\$63,499.38
--	-----------------	-------------

100%

Sales Tax (6.5%)	\$0.00
-------------------------	--------

Total	\$63,499.38
--------------	-------------

Payments/Credits	\$0.00
-------------------------	--------

Balance Due	\$63,499.38
--------------------	-------------

PO # 827	AMOUNT
5200-1	63,499.38
INVOICE #	INVOICE DATE
827-02	5-13-22



INVOICE

DATE: 5/13/2022

INVOICE#: 95187-1

BILL TO: RUTJENS CONSTRUCTION
PO BOX 99
TILDEN, NE 68781-0099

CUSTOMER#: SK000156

Page 1

SHIP TO: ST PAUL WWTP
TO BE DETERMINED
ST PAUL NE 68873
USA-MUN

S/O NO.	TYPE	PROJECT	ORDER DATE	CUST PO	SHIP VIA	TERMS
95187	CONT-MSC	116576	3/18/2021	CONTRACT		RET-2/60
DESCRIPTION						AMOUNT
ST PAUL WWTP NE CONTRACT						
10% UPON SUBMITTAL APPROVAL						\$36,193.50
Sub-Total						\$36,193.50
Total Now Due						\$36,193.50

REMIT TO: Aqua-Aerobic Systems, Inc.
PO Box 71521
Chicago, IL 60694-1521

NOTES: Submit applications for payment in accordance with Article 10 of the General Conditions. Per Article 10 PAYMENT

- 1st application (10%) for payment will be submitted after review and approval by Engineer of all Shop Drawings and of all Samples required by the Contract Documents.
- 2nd application for payment (amount sufficient to increase total payments to Seller to 90%) will be submitted after receipt of the Goods has been acknowledged in accordance with Paragraph 8.0.B. and 10.01.A.2.
- Final payment (10%) shall be after Seller has corrected all non-conformities to satisfaction of Buyer and Engineer and provided all Special Services & delivered all documents required by the Contract.

Connie Beck

From: Brian Friedrichsen <bfriedrichsen@olsson.com>
Sent: Thursday, June 9, 2022 1:52 PM
To: Connie Beck
Subject: St. Paul WWTP Improvements - Pay App #4
Attachments: 22-06-03_GNCV_Certificate of Payment No. 4.pdf; Drinking Water State Revolving Fund Worksheet_Payment No. 4.xlsx

Connie,

Attached please find the pdf of pay app #4 as well as the updated SRF spreadsheet to be on the next council meeting. Please 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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[View Legal Disclaimer](#)

Connie Beck

From: St Paul Development Corporation <stpauldevcorp@gmail.com>
Sent: Wednesday, June 15, 2022 11:36 AM
To: Connie Beck
Subject: Info
Attachments: 20220615114712687.pdf

Connie,

Here is what I got from Joann. I will try to get a receipt from Dobesh.

Michael Coghlan
Executive Director
St Paul Economic Development Corp

Zoning Classification HC

PERMIT NUMBER 7022-13
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 JOANN A URBANSKI Contractor Deborah LAND LEASING 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 388-0131

Complete Legal Description of the Property Part Lot 2, All Lots 3,4,5,6 and 7 Exc N 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

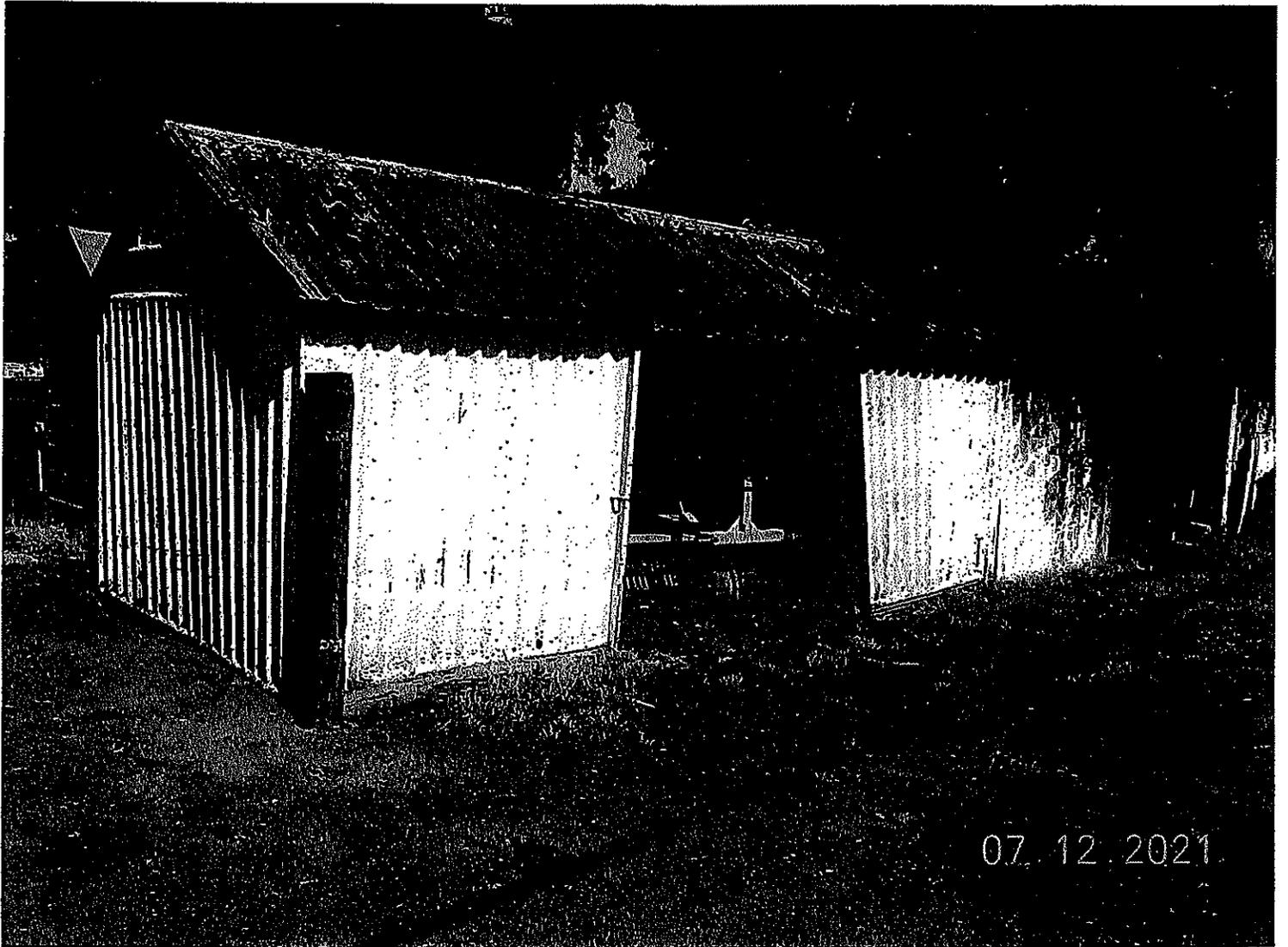
Reasons for Denial: _____











12

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 N 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)

Eldon's Inspections, LLC
Eldon Kieborz
79094 474th Ave
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

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

Monday, June 6, 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, June 6, 2022 at 7:00 p.m. Present were Mayor Joel M. Bergman and Council members Katie Kowalski, Jerry Thompson, Mike Feeken and Chuck Schmid. Absent: None. Notice of the meeting was given in advance thereof by publication in the Phonograph Herald, a legal newspaper published in said City and County. Notice of the meeting was also posted in four (4) public places. Notice of this meeting was communicated in the advance notice. All proceeds thereafter shown were taken while the convened meeting was opened to the attendance of the public.

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

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

There was an opportunity for individuals wishing to provide input on any of tonight's agenda items. Those individuals were asked to reserve time to speak; per Mayor Bergman, there will be a five (5) minute limit per person on speaking.

Joe Sack was present to discuss the Sons of the American Legion Post #119 funding for the extension of storm sewer culvert on the north side of the new American Legion building. After a lengthy discussion ensued regarding the utilization of City funds and the eligibility of City LB840 Sales Tax funds, Council member Feeken moved to utilize Economic Development LB840 sales tax funds at an amount not to exceed \$20,000 for the expansion of business regarding the American Legion Post #119 project. Council member Thompson seconded the motion. Council members Kowalski, Thompson, & Feeken voted aye, Council member Schmid abstained. Motion carried 3/0. St. Paul Development Corp. (SPDC) Executive Director Coghlan stated that he will apply for a U. S. Dept. of Agriculture grant.

Mayor Bergman opened the Nuisance Hearing at 7:33 p.m. to “Determined Existence of Public Nuisance and to Abate in Whole or in Part” pertaining to Todd M. and Michelle L. Padrnos property at 108 Howard Avenue, St. Paul, NE. The property is more legally described as: (SP VII) TRACT A IN TAX LOT 7; 3-14-10. The said alleged violations consist of an Unsafe Building Structure. Owners Todd M. and Michelle L. Padrnos were not present for the nuisance hearing. Chief of Police Dan Howard stated that the letter he served by personal delivery by attaching the notice to the front door of the residence of Todd and Michelle Padrnos on Wednesday, May 4, 2022 regarding the above subject is still posted on the door at 1220 Farnum Street, St. Paul, NE. Chief of Police Howard stated that the apartment property is still in the same condition; no work has been completed on the project. Chief of Police Dan Howard submitted the following Exhibits to be placed in City record regarding the Padrnos nuisance history:

- (1) November 29, 2021 - Chief of Police Dan Howard “Nuisance Declaration” regarding 108 Howard Avenue Apartments, St. Paul, NE per Municipal Code Sections 4-301 to 4-327, along with attached pictures of the apartment structure;
- (2) November 29, 2021 – Chief of Police Dan Howard “Certificate of Posting” by Hand Delivery to Todd and Michelle Padrnos residence at 1220 Farnum Street, St. Paul, NE;
- (3) November 29, 2021 – Letter mailed to Todd & Michelle Padrnos regarding City Municipal Code 9-403; Unsafe Buildings; Determination and Notice, along with 4-323 Nuisances; Procedure in Case of Emergency;
- (4) November 29, 2021 - City Certification of Posting of letter regarding Municipal Code 9-403; Unsafe Buildings; Determination and Notice, along with 4-323 Nuisances; Procedure in Case of Emergency was served by Personal Service to: (a) Todd Padrnos at 1220 Farnum Street, St. Paul, NE (on front lawn); (b) 108 Howard Avenue apartments that consists of Apartment #1, #2, #3, #4, #5, and #6; and (c) Howard County Register of Deeds (Bev Sack);
- (5) December 6, 2021 - Notice to Appeal Nuisance Violation Notice letter was signed by Todd Padrnos on December 6, 2021; the appeal hearing was scheduled for December 20, 2021;
- (6) December 20, 2021 – Regular Council meeting minutes regarding Unsafe Building APPEAL Hearing pertaining to 108 Howard Avenue apartments;
- (7) December 20, 2021 – Letter to Todd and Michelle Padrnos regarding “Notice of Hearing to be Determined Existence of Public Nuisance and to Abate in Whole or in Part” pertaining to 108 Howard Avenue; the hearing is scheduled for February 7, 2022 at 7:00 p.m.;
- (8) December 21, 2021 - Certificate of Posting by Hand Delivery regarding the “Notice of Hearing to be Determined Existence of Public Nuisance and to Abate in Whole or in Part”;
- (9) December 21, 2021 at 10:53 a.m. Brian Friedrichsen (Olsson) sent Connie Jo Beck (City Clerk) and Matt Helzer (Utility Superintendent) an email regarding plans for replacement of stairs for the apartments, along with a blue-print for Foundation Plan and Existing Stair Tower Elevation; this is Olsson Project 019-0503, New Stair Towers – Heidi Baldwin Apartments;
- (10) February 7, 2022 – Regular Council minutes regarding the 108 Howard Avenue

structural integrity of the steel staircases, decking and support beams; Mr. Padrnos had until February 7, 2022 to repair the key structure of the apartments. Chief of Police Howard stated that there were no changes to the structure from the last City Council discussion on December 20, 2022;

- (11) February 23, 2022 at 6:45 a.m. City Clerk Beck emailed the Phonograph Herald the February 7, 2022 minutes to be published;
- (12) February 9, 2022 - Phonograph Herald article regarding City Council minutes;
- (13) March 21, 2022 – City Council meeting minutes regarding the improvements to the 108 Howard Avenue apartments; Mr. Padrnos stated he was in a bid letting process on construction material and having discussions with the St. Paul Development Corp. (SPDC) regarding the financing of the material;
- (14) May 2, 2022 – City Council meeting minutes stating Chief of Police Howard is not able to contact Todd Padrnos; it was also stated that Todd Padrnos has not contacted SPDC regarding funding. City Council decided to move forward with the nuisance process concerning 108 Howard Avenue apartments.
- (15) May 4, 2022 letter posted to Todd and Michelle Padrnos home regarding “Notice of Hearing to be Determined Existence of Public Nuisance and to Abate in Whole or in Part” to be held on June 6, 2022 at 7:00 p.m. regarding an unsafe building structure; pictures were also included with the letter;
- (16) May 4, 2022 a Certificate of Posting to Todd and Michelle Padrnos residence at 1220 Farnum Street regarding “Notice of Hearing to be Determined Existence of Public Nuisance and to Abate in Whole or in Part”.

Mayor Bergman accepted the Exhibits into record at 7:40 p.m. City Attorney Jason White read the City Municipal Code of 9-401 – Unsafe Building; Definition. After hearing no other comments regarding the nuisance hearing, Mayor Joel Bergman closed the hearing at 7:53 p.m. The City Council members denied Mr. & Mrs. Padrnos’s appeal.

City Council member Feeken moved to approve Notice of Adoption of Resolution 2022-5; whereas the City Council will determine if the property constitutes a public nuisance. If, the property constitutes a public nuisance, then the City Council will grant **five (5) days** from the date of the notice to abate said nuisance. Failure to abate the nuisance shall result in said nuisance being abated by the City of St. Paul and the cost of abatement shall be assessed upon the premises and constitute a lien upon the premises until paid. Council member Schmid seconded the motion. Council members Kowalski, Schmid & Feeken voted aye, Council member Thompson voted nay. Motion carried 3/1. The letter will be mailed by Certified Mail to Todd and Michelle Padrnos, along with a copy of the letter to be posted at the 108 Howard Avenue property. City Attorney White stated that the City gave Mr. Padrnos his due process. The item will be on the Monday, June 20, 2022 City Council agenda.

Council member Thompson moved to approve the Consent Agenda Items: (1) April 2022 Treasurer's Report; (2) May 11, 2022 (special 5:30 p.m.); May 11, 2022 (special 6:30 p.m.); May 16, 2022 (regular); and May 31, 2022 (special) Council minutes; and (3) June 6, 2022

disbursements. Council member Kowalski seconded the motion. Council members Kowalski, Thompson, Schmid & Feeken voted aye, nays none. Motion carried 4/0.

June 6, 2022 Disbursements

Gross Wages - May	82268.90
Advanced Climate Control (service)	189.97
Amazon Capital Services (books, supplies)	405.16
Biblionix (software)	2300.00
BOK Financial (bonds)	7821.17
Bomgaars (supplies)	1559.86
Border States (supplies)	478.60
Brock, Guy (supplies)	380.00
Brown, Aubrie (supplies)	47.87
Cardmember Svcs (meals, supplies, education, postage)	804.72
Cengage Learning (books)	41.37
Charter/Spectrum (service)	239.96
City Health Deductible Savings (insurance)	6534.00
City of St. Paul Transfer of Funds from the City Heritage Bank Checking to the City Homestead Bank Checking Account -Approved 5/16/22 (transfer of funds)	200000.00
City of St. Paul 125 Plan (insurance)	140.00
Clearly (telephone)	192.67
Coca Cola Enterprises (supplies)	205.10
Construction Rental (supplies)	74.95
COR Managed Services (service)	800.00
Crescent Electric (supplies)	255.92
Custer County Recycling (Service)	18.00
Danko Emergency Equip (supplies)	6279.50
Dick's Repair (repair)	2511.21
Eakes Office Solutions (contract)	379.07
Elmwood Cemetery (service)	700.00
Entech Pest Mgmt (service)	135.00
Fyr-Tek Sales & Service (supplies)	290.00
GB Auto Service (service, supplies)	1931.96
Grooms, Chris (mileage)	50.90
Hawkins Inc (chemicals)	4836.99
Heartland Disposal (service)	50.00
Heiman Fire Equipment (supplies)	400.00
Heritage Bank UB ACH Fee (fee)	25.00
Homestead Bank: Wire Fee 2020 Bond Series (wire fee)	8.00
Hometown Market (supplies)	369.97
Howard Co. Medical Center (lab)	132.00
Howard Co. Register of Deeds (fee)	66.00

Howard Co. Treasurer (Dispatch Fee)	3122.42
Howard, Rebecca (fee)	40.00
Interstate Welding (repair)	400.00
Jarecke Motors (repair)	100.04
John Deere Financial (supplies, freight)	236.35
Kiefer (uniforms)	568.00
Koperski, LaDonna (mileage)	108.81
League of NE Municipalities (education)	700.00
Light ICS (Febr to April) from PCA (Trfr funds to ICS)	40120.98
Loup Valley Supply (chemical)	125.00
Macqueen Equipment (supplies)	2280.75
Madison Nat'l Life (insurance)	158.16
Municipal Supply (supplies)	13.00
NE DOL/Boiler Inspection (fee)	36.00
Olsson (engineering)	15741.73
Parts Bin (supplies)	492.02
Petty Cash (postage, meal)	17.80
Regional Care (insurance)	88.00
Rutjens Construction Inc (WWTF Pay Request #3)	435069.90
S E Smith & Sons (supplies)	171.54
Servi-Tech (lab)	148.60
Sherwin Williams (supplies)	1571.50
Smith Welding (repair)	23.34
St. Paul Swimming Pool (start up cash)	210.00
State of NE Central Svcs (telephone)	279.03
Steadfast Builders (service)	1787.50
Van Diest (chemicals)	519.33
Verizon Wireless (service)	107.35
Vogel Auto Repair (service)	54.93
Wesco (supplies)	162.00
Winsupply Grand Island (supplies)	47.74

Non-General Disbursements

SPDC: 2021-2022 Operating Budget (operating funds)	35000.00
TIF: City of St. Paul (MAD Dev TIF) (TIF Proceeds)	12072.29
TIF: MAD Dev (MAD Dev TIF) (TIF Proceeds)	12072.29
TIF: S.Squared Enterprises (TIF Proceeds)	8007.95
TIF: St. Paul Dev Corp (TIF Proceeds BedHead Coffee)	117.30
Sales Tax: Street - Motor Vehicle Tax (Mtr Veh Tax)	5738.33
Sales Tax: 25% Infrastructure (25% Infrastructure)	7425.04
Sales Tax: St. Paul Chamber of Commerce (Brochure Swap - meals / lodging)	409.51
ICS Fire: JEO Consulting Agreement Design Services (service)	6700.00

ICS Ambulance: JEO Consulting Agreement Design Services (service)	6700.00
Keno: Smith Welding: Swim Pool Slide Platform (repair)	3748.04
Elmwood Cemetery: American Fence Co. (fence)	14009.84

Council member Schmid moved to Introduce Ordinance #1028; to amend the St. Paul Municipal Code; to rename and enact Section 5-921 of Chapter 5 pertaining to maximum parking time in City owned parking lots; to repeal any ordinance, or parts of any ordinance in conflict with this ordinance; and to provide for the effective date of such ordinance. Council member Thompson moved to waive the three (3) readings of Ordinance #1028 at three (3) different occasions. Council member Kowalski seconded the motion. Council members Kowalski, Thompson, Schmid & Feeken voted aye, nays none. Motion carried 4/0. Council member Kowalski moved for final passage of Ordinance #1028. Council member Schmid seconded the motion. Council members Kowalski, Thompson, Schmid & Feeken voted aye, nays none. Motion carried 4/0. The effective date of the ordinance is July 1, 2022. Utilities Superintendent Helzer will order signs.

Council member Schmid moved to approve the City Police Department increasing part-time Police Officer hourly wage from \$20.00 to \$21.00 effective immediately. Council member Thompson seconded the motion. Council members Kowalski, Thompson and Schmid voted aye, Council member Feeken voted nay, Motion carried 3/1. Jerry Thompson (IBEW 1597 Union President) will perform a comparison study regarding a part-time Police Officer.

There was a brief discussion regarding Ms. Rawlings reimbursing the City of St. Paul for Police Officer uniforms; this is per the City's Non-Union Employment contract Article 19; Section 9: Uniforms. Chief of Police Dan Howard was instructed to invoice Moriah Rawlings for the uniforms; this is due to the language in the Employment contract. The uniform total is \$1,088.83.

St. Paul Development Corp. (SPDC) Executive Director Mike Coghlan was present to discuss the new design pertaining to the City "Welcome Signs". The signs will be placed on the north and south end of St. Paul; Mr. Coghlan stated that he received permission from Troy and Delcie Lukasiewicz. Mr. Coghlan also stated that an anonymous donor contributed \$10,000 to increase the amount of bricks utilized at the top of the City "Welcome Signs"; this would increase the cost of brick work and welding the steel bracing to the signs. This will be an increased cost of \$8,000. Council member Kowalski moved to approve the new design changes to the City "Welcome Signs". Council member Schmid seconded the motion. Council members Kowalski and Schmid voted aye, Council members Thompson and Feeken voted nay. Mayor Bergman voted aye to break the tie. Motion carried 3/2. No building permit was needed by the NE Dept. of Transportation (NDOT) regarding the sign; this is per Mr. Coghlan. The two (2) welcome signs will be absorbed by keno and sales tax.

Council member Thompson moved to approve changing the City Employee Health Insurance carrier from United Healthcare to Blue Cross / Blue Shield; this plan comes from the League Insurance Government Health Team (LIGHT) effective July 1, 2022. This will be a large cost

savings to the City. Council member Kowalski seconded the motion. Council members Kowalski, Thompson, Schmid & Feeken voted aye, nays none, Motion carried 4/0. Council member Kowalski stated that she wants to make sure the employees are happy.

The Mayor and City Council members were all in agreement to have Connie Jo Beck, City Clerk/Deputy Treasurer and Laura Berthelsen, Deputy Clerk attend the 2022 Municipal Accounting and Finance Conference in Kearney, NE on Wednesday, June 15, 2022 to Friday, June 17, 2022.

Utilities Superintendent Helzer updates: (1) provided Wastewater Treatment Facility (WWTF) construction pictures; (2) City still waiting on the swimming pool rope; the swimming pool pump continues to run; and Smith Welding had welded the new slide step; (3) the northwest light by the swimming pool was upgraded to an LED light; and (4) Pat Koperski from Howard County accompanied Utilities Superintendent Helzer to Broken Bow, NE with the recycling trailer.

Chief of Police Howard updates: (1) League Association of Risk Management (LARM) approved a \$700 grant for a City Law Enforcement carrier vest; (2) reported on vandalism at the City Skate Park and at the Historical Village; persons have been identified; invoices will be mailed regarding the damages; (3) Chief of Police Howard will be taking a Management online training for the next two (2) weeks; and (4) a tricycle was stolen at the Housing Authority; Brent Mostek, along with other donors purchased another tricycle for the gentleman.

Council member Feeken had a brief question regarding the closing of City streets for Grover Cleveland Alexander (GCA) Days.

Council member Thompson (IBEW 1597 Local Union President) is withdrawing from the 2022 Election.

Mayor Bergman updates: (1) City Keno proceeds for April 2022 were in the amount of \$11,726.17; (2) Mark Wilson (Asst. Fire Chief) and Hunter Lassen (Firefighter) attended the Nebraska Wildland Fire Academy from April 28 to May 1, 2022 at Fort Robinson State Park. Mr. Wilson and Mr. Lassen received a document from the Nebraska Forest Service, stating that they successfully completed the "Physical Fitness Endurance" testing as required for the issuance of an Incident Qualification Card (Red Card) for firefighting on state and federal lands in Nebraska or throughout the United States; (3) City Police Officer Jade Stethem signed and initialed the City Police Dept. Employment Agreement on May 13, 2022; (4) Public hearing for a Conditional Use permit to be held at 8:25 p.m. on Wednesday, June 15, 2022 regarding JWH Farms, LLC (Hornady) land located in the S1/2 of S1/2 of Section 30-15-9W of the 6th P.M. in the Assembly Room of the Howard County Courthouse. (5) The LIGHT (League Insurance Government Health Team) Plan has approved the City's Life insurance upgrade to \$30,000 per employee for Base Life and AD&D; this is a .66 cent increase per month.

Public Announcements: Utilities Superintendent Helzer reported that on July 11 – 13, 2022 the St. Paul Library will be performing carpet cleaning.

Council member Thompson moved to go into Closed Session at 8:33 p.m. regarding IBEW 1597 Union Negotiations. Persons in attendance included: Mayor Joel Bergman, Council members Katie Kowalski, Chuck Schmid, Mike Feeken, City Clerk Connie Jo Beck, City Attorney White and IBEW 1597 Union Representatives: Jerry Thompson and Edward Thompson. Council member Kowalski seconded the motion. A motion has been made and seconded to go into Closed Session regarding the IBEW 1597 Union Negotiations. There was no discussion. The pending motion is to go into Closed Session regarding IBEW 1597 Union Negotiations. Council members Kowalski, Thompson, Schmid & Feeken voted aye, nays none. Motion carried 4/0. Mayor Bergman adjourned the closed session at 8:48 p.m. with no action taken.

Mayor Bergman adjourned the City Council meeting at 8:49 p.m.

Date

Joel M. Bergman, Mayor

Connie Jo Beck, City Clerk/Deputy Treasurer

City of St. Paul's Treasurer's Report:

<i>Account Number</i>	<i>Prev. Mth Total</i>	<i>Current Mth Total</i>	<i>Total</i>	
Homestead Bank	April 1, 2022	May 1, 2022		Comments
Checking 100-027	\$ (566,658.98)	\$ 1,017,040.18	\$ 450,381.20	
Sales Tax 300-277	\$ (50,789.86)	\$ 37,217.39	\$ (13,572.47)	St Mtr Veh; 25% Infrast
Civic Center 300-749	\$ (5,162.06)	\$ 5,162.10	\$ 0.04	
City REDLG 301-465	\$ (54,975.92)	\$ 61,572.55	\$ 6,596.63	Vogel; Teresa's Fl; Bootlegger; HCMC
City ARP 303057	\$ (206,457.64)	\$ 206,459.45	\$ 1.81	ARP Interest
Water Trmt 504-189	\$ (7,401.83)	\$ 7,401.89	\$ 0.06	
Keno 504-409	\$ (73,480.11)	\$ 72,755.92	\$ (724.19)	Keno Rev \$11,726
Sales Tax 504420	\$ (175,801.51)	\$ 178,612.31	\$ 2,810.80	LB840 Rev; Sales Tax \$35,438; SPDC \$35,000 Operate
Pool 504-442	\$ (13,883.92)	\$ 13,884.53	\$ 0.61	
Prem General 504-684	\$ (15,483.97)	\$ 15,484.10	\$ 0.13	
General 504-805	\$ (13,256.41)	\$ 13,256.99	\$ 0.58	
Sewer 504-849	\$ (19,215.55)	\$ 19,216.39	\$ 0.84	
Police 504-860	\$ (15,823.68)	\$ 15,824.37	\$ 0.69	
Senior Center 504-882	\$ (8,333.11)	\$ 8,333.18	\$ 0.07	
Brick (Street) 504-915	\$ (2,022.53)	\$ 2,022.55	\$ 0.02	
Library Maint. 504-970	\$ (5,331.84)	\$ 5,331.89	\$ 0.05	
Light Sinking 504-981	\$ (8,967.21)	\$ 9,217.29	\$ 250.08	State Patrol Rent \$250; + Int
Fire Sinking 504-992	\$ (7,475.81)	\$ 7,475.87	\$ 0.06	
EMT Sinking 505-003	\$ (7,890.52)	\$ 7,890.59	\$ 0.07	
Street Sinking 505-014	\$ (11,907.05)	\$ 11,907.57	\$ 0.52	
Park Sinking 505-025	\$ (11,565.53)	\$ 11,566.04	\$ 0.51	
TIF Projects 505-036	\$ (1,108.68)	\$ 1,108.93	\$ 0.25	
Elm. Cem. Found. 505168	\$ (16,590.33)	\$ 16,591.06	\$ 0.73	
Civic Center Sink 505179	\$ (1,827.93)	\$ 1,827.95	\$ 0.02	
Walk/Bike 5482-7	\$ (3,440.71)	\$ 3,440.71	\$ -	
Light CD 3212195	\$ (42,892.53)	\$ 42,965.74	\$ 73.21	
Water CD 3212196	\$ (32,576.61)	\$ 32,632.21	\$ 55.60	
Sewer CD 3212197	\$ (38,006.04)	\$ 38,070.91	\$ 64.87	
Sewer CD 3212198	\$ (38,006.04)	\$ 38,070.91	\$ 64.87	
General CD 3212199	\$ (41,263.69)	\$ 41,334.12	\$ 70.43	
Fire CD 3212200	\$ (24,975.41)	\$ 25,018.04	\$ 42.63	
Ambulance CD 3212201	\$ (53,751.40)	\$ 53,843.15	\$ 91.75	
Park CD 3212202	\$ (43,435.48)	\$ 43,509.62	\$ 74.14	
General CD 3548302	\$ (228,866.14)	\$ 228,866.14	\$ -	
General CD 3212279	\$ (162,923.23)	\$ 162,923.23	\$ -	
Citizens Bank				
Consumer Dep 102-415	\$ (52,850.71)	\$ 53,600.71	\$ 750.00	
Cafeteria 125 102-407	\$ (17,302.95)	\$ 16,953.59	\$ (349.36)	

Health Ded 102-482	\$ (207,177.44)	\$ 211,995.25	\$ 4,817.81	Regional Care Activity RE Deductible
25% Infracst 102-342	\$ (56,424.78)	\$ 63,869.97	\$ 7,445.19	25% Infracst Deposit
Cemetery Sav 753-122	\$ (22,857.83)	\$ 9,372.99	\$ (13,484.84)	American Fence \$14,010
Park Aluminum 772682	\$ (2,730.74)	\$ 3,081.94	\$ 351.20	
General TCD 109366	\$ (61,424.54)	\$ 61,903.82	\$ 479.28	
General TCD 109367	\$ (61,413.47)	\$ 61,892.66	\$ 479.19	
Sales Tax TCD 109680	\$ (82,567.38)	\$ 82,567.38	\$ -	New Sales Tax Time CD
Light TCD 109681	\$ -	\$ 45,683.11	\$ 45,683.11	
Light ICS 103217	\$ (1,180,196.73)	\$ 1,220,915.35	\$ 40,718.62	PCA (Qtrly) \$40,121
Water ICS 103225	\$ (251,331.74)	\$ 251,456.69	\$ 124.95	
Sewer ICS 103241	\$ (452,479.56)	\$ 452,704.55	\$ 224.99	
General ICS 103209	\$ (1,342,802.81)	\$ 1,323,490.11	\$ (19,312.70)	
Building ICS 103233	\$ (48,125.27)	\$ 48,149.18	\$ 23.91	
Fire ICS 103268	\$ (125,427.92)	\$ 118,789.21	\$ (6,638.71)	JEO Design Contract \$6,700
Ambulance ICS 103276	\$ (318,227.18)	\$ 311,684.36	\$ (6,542.82)	JEO Design Contract \$6,700
Park ICS 103284	\$ (126,409.54)	\$ 126,472.40	\$ 62.86	
(Batting Cage)				
Police ICS 103292	\$ (51,702.79)	\$ 51,728.49	\$ 25.70	
Keno ICS 103314	\$ (172,272.91)	\$ 172,358.57	\$ 85.66	
Street ICS 103349	\$ (80,774.60)	\$ 80,814.75	\$ 40.15	
Library ICS 103365	\$ (100,208.64)	\$ 102,759.13	\$ 2,550.49	Library School Maintenance Share \$2,500
Senior Center ICS 103373	\$ (38,175.85)	\$ 38,194.82	\$ 18.97	
Redlg ICS 103381	\$ (82,441.20)	\$ 82,482.18	\$ 40.98	
Pool ICS 103438	\$ (29,503.48)	\$ 29,518.12	\$ 14.64	
Cemetery ICS 103446	\$ (19,634.40)	\$ 19,644.14	\$ 9.74	
25% Infrastructure ICS	\$ (105,051.88)	\$ 105,104.12	\$ 52.24	
Sales Tax ICS 103462	\$ (50,578.42)	\$ 50,603.56	\$ 25.14	
Heritage Bank				
UB ACH 411025	\$ (406,598.92)	\$ 285,050.58	\$ (121,548.34)	UB ACH Deposit
CITY FUND TOTAL	\$ (7,558,242.94)	\$ 7,940,677.60	\$ 382,434.66	

Deposits and Checks printed for Month (held in statement folder)				
2021-2022				
Month / Year	Deposit Total	Check Total	Grand Total	Comment
October 31, 2021	\$ 886,276.00	\$ (824,524.34)	\$ 61,751.66	
November 30, 2021	\$ 357,439.16	\$ (420,045.04)	\$ (62,605.88)	
December 31, 2021	\$ 386,016.35	\$ (496,688.41)	\$ (110,672.06)	
January 31, 2022	\$ 558,938.66	\$ (487,174.89)	\$ 71,763.77	
February 28, 2022	\$ 455,548.42	\$ (401,402.76)	\$ 54,145.66	
March 31, 2022	\$ 1,016,610.14	\$ (916,670.60)	\$ 99,939.54	
April 30, 2022	\$ 458,427.54	\$ (597,842.86)	\$ (139,415.32)	
May 31, 2022	\$ 1,407,401.29	\$ (1,078,958.82)	\$ 328,442.47	
June 30, 2022			\$ -	
July 31, 2022			\$ -	
August 31, 2022			\$ -	
September 30, 2022			\$ -	
Grand Total	\$ 5,526,657.56	\$ (5,223,307.72)	\$ 303,349.84	
Deposit & Checks Monthly Total (Shared)				

HOMESTEAD BANK
 P O BOX 355
 ST. PAUL, NE 68873-0355

CITY OF ST PAUL
 Account No. : 300504409
 Stmt. Date : 05/31/2022

Bank : 613
 Images : 4
 Page : 2

IMAGE STATEMENT

DESCRIPTION	DOLLARS	CENTS
Homestead Bank Date: <u>5-16-22</u> * 300504409 ACCT. NO. Name: <u>St. Paul Keno</u> Address: <u>St. Paul Keno</u> Sign For: <u>rd</u> 155555012014	CURRENCY FROM ST. PAUL KENO LLC Proceeds \$ 11,726.17 TOTAL DEPOSIT \$ 11,726.17 42	

DATE	DESCRIPTION	AMOUNT	BALANCE
05/16/22	HOMESTEAD BANK	11,726.17	

AMT: 11,726.17 STS: Deposit
 CHK: DATE: 05/16/2022 REF: 00001414

AMT: 11,726.17 STS: Deposit
 CHK: DATE: 05/16/2022 REF: 00001414

City Keno City of St. Paul 704 8TH ST. ST. PAUL, NE 68873 ST. PAUL, NE 68873 Date: <u>4-21-22</u> One Thousand no/100 \$ 1000.00 FOR: <u>Donation</u> 15101405000098752094901	281 76-2571/049 FEDERAL RESERVE BOARD OF GOVERNORS REG. CC
--	--

The City of St. Paul, Nebraska, hereby certifies that this check is for the purpose of... FEDERAL RESERVE BOARD OF GOVERNORS REG. CC	05/03/22 304971845 250046518100403 002980009093 281
---	---

AMT: 1,000.00 STS: Paid
 CHK: 281 DATE: 05/03/2022 REF: 00002476

AMT: 1,000.00 STS: Paid
 CHK: 281 DATE: 05/03/2022 REF: 00002476

City Keno City of St. Paul 704 8TH ST. ST. PAUL, NE 68873 ST. PAUL, NE 68873 Date: <u>5-2-22</u> Charitable Gaming \$ 5248.00 TO THE NE DEPT. OF REVENUE Like Thousand, two hundred forty eight no/100 FOR: <u>SIC Keno</u> 151014902378603005054090282	282 76-2571/049 FEDERAL RESERVE BOARD OF GOVERNORS REG. CC
--	--

AMT: 5,248.00 STS: Paid
 CHK: 282 DATE: 05/06/2022 REF: 00002249

PAY TO THE ORDER OF THE STATE TREASURER STATE OF NEBRASKA CASH ON HAND FEDERAL RESERVE BOARD OF GOVERNORS REG. CC	05/06/22 304971845 250046518100403 00220565900008050000200004 282
--	---

AMT: 5,248.00 STS: Paid
 CHK: 282 DATE: 05/06/2022 REF: 00002249

HOMESTEAD BANK
P O BOX 355
ST. PAUL, NE 68873-0355

CITY OF ST PAUL
Account No. : 300504409
Stmt. Date : 05/31/2022

Bank : 613
Images : 4
Page : 3

IMAGE STATEMENT

City Keno 283
City of St. Paul 76-237/1049
704 9TH ST, PH 308-754-4103
ST. PAUL, NE 68873

DATE: 5-3-22

PAY TO THE ORDER OF: Loyp Central Landfill \$ 208 ⁹¹/₁₀₀

Two hundred eight & 91/100 DOLLARS

FOR: City Cleanup

Homestead Bank
PO Box 355
St Paul NE 68873
www.homesteadbank.com

⑆04902376⑆0300504409⑆0283

ENCLOSURE MARK

Pay to the order of
Citizens Bank & Trust
For Deposit Only
Loyp Central Landfill
City of St. Paul
Account # 19902

⑆04902376⑆0300504409⑆0283

FEDERAL RESERVE BOARD OF GOVERNORS REG. U.S.

AMT: 208.91 STS: Paid
CHK: 283 DATE: 05/09/2022 REF: 00003804

AMT: 208.91 STS: Paid
CHK: 283 DATE: 05/09/2022 REF: 00003804



City of St. Paul, Nebraska

704 6th Street • St. Paul, NE 68873

Phone (308) 754-4483

As of May 31, 2022

Homestead Bank

Checking (NOW) 300-100-027.....	\$	1,017,040.18
City Sales Tax (Checking) 300-300-277.....		37,217.39
St. Paul Civic Center (MMDA) 300-300-749.....		5,162.10
City REDLG (Secure Plus) 300-301-465.....		61,572.55
American Rescue Plan (ARP) Funds 300-303-057.....		206,459.45
Water Treatment Plant (Bond Reserve) (MMDA) 300-504-189.....		7,401.89
Keno (MMDA) 300-504-409.....		72,755.92
Sales Tax (P.I.) 300-504-420.....		178,612.31
Pool Construction (MMDA) 300-504-442.....		13,884.53
Premium Investment (P.I.) 300-504-684.....		15,484.10
General Equipment Sinking (MMDA) 300-504-805.....		13,256.99
Sewer Building & Equipment Fund (MMDA) 300-504-849.....		19,216.39
Police Equipment Fund (MMDA) 300-504-860.....		15,824.37
Senior Center Fund (MMDA) 300-504-882.....		8,333.18
Brick Account (MMDA) 300-504-915.....		2,022.55
Library Maintenance Reserve (MMDA) 300-504-970.....		5,331.89
Light Sinking Fund (MMDA) 300-504-981.....		9,217.29
Fire Sinking Fund (MMDA) 300-504-992.....		7,475.87
EMT Sinking Fund (MMDA) 300-505-003.....		7,890.59
Street Sinking Fund (MMDA) 300-504-014.....		11,907.57
Park Equipment Sinking Fund (MMDA) 300-505-025.....		11,566.04
TIF Projects (MMDA) 300-505-036.....		1,108.93
After School Program (MMDA) 300-505-146.....		0.00
St. Paul Elmwood Cemetery Foundation (MMDA) 300-505-168.....		16,591.06
Civic Center Sinking Fund (MMDA) 300-505-179.....		1,827.95
Walk/Bike Trail (Savings) 300054827.....		3,440.71
Light (TCD) 3233633 mat. 2/3/25.....		42,965.74
Water (TCD) 3398295 mat. 2/3/25.....		32,632.21
Sewer (TCD) 3729928 mat. 2/3/25.....		38,070.91
Sewer (TCD) 3854749 mat. 2/3/25.....		38,070.91
General (TCD) 3272801 mat. 2/3/25.....		41,334.12
Fire (TCD) 3302364 mat. 2/3/25.....		25,018.04
Ambulance (TCD) 3628065 mat 2/3/25.....		53,843.15
Park (TCD) 3229852 mat. 2/3/25.....		43,509.62
General (TCD) 3548302 mat. 10/11/23.....		228,866.14
General (TCD) 3212279 mat. 7/8/24.....		162,923.23

Citizens Bank & Trust

Consumer Deposit Fund (Checking) 102415.....		53,600.71
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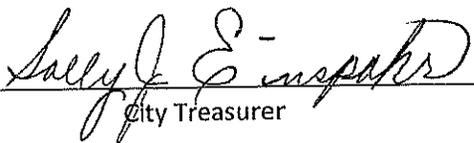


"This institution is an equal opportunity provider, and employer".



Cafeteria 125 (NOW) 102407.....	16,953.59
Health Deductible Account (NOW) 102482.....	211,995.25
Sales Tax Infrastructure (NOW) 102342.....	63,869.97
Cemetery (Savings) 753122.....	9,372.99
City Park Aluminum Improvement (Savings) 772682.....	3,081.94
General (TCD) 109366 mat 11/15/23.....	61,903.82
General (TCD)109367 mat 11/15/23.....	61,892.66
Sales Tax (TCD) 109680 mat 10/25/23.....	82,567.38
Light (TCD) 109681 mat 5/16/24.....	45,683.11
Lights (ICS MMA) 103217.....	1,220,915.35
Water (ICS MMA) 103225.....	251,456.69
Sewer (ICS MMA) 103241.....	452,704.55
General (ICS MMA) 103209.....	1,323,490.11
Building (ICS MMA) 103233.....	48,149.18
Fire (ICS MMA) 103268.....	118,789.21
Ambulance (ICS MMA) 103276.....	311,684.36
Park (ICS MMA) 103284.....	126,472.40
Police (ICS MMA) 103292.....	51,728.49
Keno (ICS MMA) 103314.....	172,358.57
Streets (ICS MMA) 103349.....	80,814.75
Library (ICS MMA) 103365.....	102,759.13
Senior Center (ICS MMA) 103373.....	38,194.82
Red Leg (ICS MMA) 103381.....	82,482.18
Pool (ICS MMA) 103438.....	29,518.12
Elmwood Cemetery (ICS MMA) 103446.....	19,644.14
25% Sales Tax Infrastructure (ICS MMA) 102342.....	105,104.12
City Sales Tax 103462 (ICS Bus. Int.).....	50,603.56
Heritage Bank	
ACH Account (MMDA) 411025.....	285,050.58

Total City Funds.....\$ 7,940,677.60



 City Treasurer

Disbursements June 20, 2022

Aurora Cooperative (fuel)	1570.19
Barco Municipal Products (supplies)	788.13
Black Hills Energy (natural gas)	1782.02
Chesterman (concessions)	131.44
City Lights (utilities)	9494.17
Consumer Deposit (Reichart) (Rental Deposit)	250.00
Consumer Deposit (Stethem) (Rental Deposit)	250.00
Consumer Deposit (J. Murphy) (Rental Deposit)	250.00
Consumer Deposit (Ashley Holbrook) (Rental Deposit)	250.00
Custer County Recycling (service)	22.40
Dick's Repair (repair)	89.51
Dutton Lainson (supplies)	860.78
Elmwood Cemetery (service)	900.00
Filter Care (service)	176.25
Heartland Disposal (service)	6944.40
Homestead Bank (ACH fees)	21.80
Hometown Market (supplies)	313.57
Howard County Register of Deeds (fees)	10.00
Howard County Medical Center (service)	245.00
Howard Greeley RPPD (utilities)	118369.43
Hydro Optimization (repair)	471.00
Interstate All Battery Cntr (supplies)	14.40
Jarecke Motors (repair)	174.90
Jim's Champlin (fuel)	2933.66
LARM (insurance)	700.00
Mid-Nebraska Disposal (service)	3595.08
NE Generator Service (repairs)	960.28
One Call Concepts (service)	19.42
Phonograph Herald (publish)	503.12
Pioneer Door (repair)	125.00
Platte Valley Communications (repair, supplies)	527.45
Quick Med Claims (service)	1224.68
S E Smith & Sons (supplies)	19.16
Sandry Fire Supply (supplies)	60.00
Smith, Kristy (supplies)	46.10
St. Paul Rural Fire (service)	13668.50
State of NE Dept Revenue Form 10 (sales & use tax)	11252.55
US Post Office (postage)	460.00
Wells Plumbing (service)	90.00
WinSupply (supplies)	220.31

Non-General Disbursements

Keno: Smith Welding (repair at swimming pool)	3748.04
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***Check Detail Register©**

Batch: Disb June20

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
11100 CHECKING					
68745	06/20/22	AURORA CO-OP ELEVATOR CO.			
E 04-20-231		CITY GAS & OIL	\$68.62	72080	Lndfl - #2 unleaded
E 32-20-231		CITY GAS & OIL	\$17.16	72087	Pol - #95 unleaded
E 32-20-231		CITY GAS & OIL	\$33.36	72123	Pol - #97 unleaded
E 32-20-231		CITY GAS & OIL	\$20.97	72148	Pol - #95 unleaded
E 32-20-231		CITY GAS & OIL	\$30.59	72253	Pol - #96 unleaded
E 32-20-231		CITY GAS & OIL	\$19.08	72295	Pol - #95 unleaded
E 36-20-231		CITY GAS & OIL	\$52.68	72315	EMS - #99-1 hwy diesel
E 31-20-231		CITY GAS & OIL	\$21.29	72317	Fire - #55 hwy diesel
E 31-20-231		CITY GAS & OIL	\$25.03	72318	Fire - #51 hwy diesel
E 31-20-231		CITY GAS & OIL	\$54.18	72319	Fire - #52 unleaded
E 32-20-231		CITY GAS & OIL	\$18.13	72353	Pol - #95 unleaded
E 32-20-231		CITY GAS & OIL	\$19.08	72391	Pol - #95 unleaded
E 02-20-231		CITY GAS & OIL	\$35.85	72442	Wtr - #1 unleaded
E 02-20-231		CITY GAS & OIL	\$30.53	72443	Wtr - unleaded for mower
E 32-20-231		CITY GAS & OIL	\$19.08	72465	Pol - #95 unleaded
E 32-20-231		CITY GAS & OIL	\$18.13	72516	Pol - #95 unleaded
E 32-20-231		CITY GAS & OIL	\$18.13	72631	Pol - #95 unleaded
E 32-20-231		CITY GAS & OIL	\$64.77	72648	Pol - #96 unleaded
E 32-20-231		CITY GAS & OIL	\$39.74	72894	Pol - #96 unleaded
E 36-20-231		CITY GAS & OIL	\$10.02	72960	EMS - #99-1 hwy diesel
E 32-20-231		CITY GAS & OIL	\$19.14	72974	Pol - #95 unleaded
E 31-20-231		CITY GAS & OIL	\$50.69	73039	Fire - #50 unleaded
E 32-20-231		CITY GAS & OIL	\$40.67	73090	Pol - #96 unleaded
E 31-20-231		CITY GAS & OIL	\$27.73	73128	Fire - #50 unleaded
E 32-20-231		CITY GAS & OIL	\$32.48	73176	Pol - #96 unleaded
E 32-20-231		CITY GAS & OIL	\$18.17	73223	Pol - #95 unleaded
E 02-20-231		CITY GAS & OIL	\$108.07	73227	Wtr - #1 unleaded
E 21-20-231		CITY GAS & OIL	\$95.64	73230	Strs - #2 unleaded
E 31-20-231		CITY GAS & OIL	\$8.63	73256	Fire - #51 hwy diesel
E 32-20-231		CITY GAS & OIL	\$25.82	73270	Pol - #95 unleaded
E 32-20-231		CITY GAS & OIL	\$55.42	73304	Pol - #96 unleaded
E 32-20-231		CITY GAS & OIL	\$20.08	74443	Pol - #95 unleaded
E 31-20-231		CITY GAS & OIL	\$60.98	74451	Fire - #52 unleaded
E 31-20-231		CITY GAS & OIL	\$89.94	74453	Fire - #51 hwy diesel
E 31-20-231		CITY GAS & OIL	\$29.01	74455	Fire - #54 unleaded
E 32-20-231		CITY GAS & OIL	\$19.12	74506	Pol - #95 unleaded
E 31-20-231		CITY GAS & OIL	\$7.10	74524	Fire - #54 unleaded
E 31-20-231		CITY GAS & OIL	\$18.71	74525	Fire - #51 hwy diesel
E 31-20-231		CITY GAS & OIL	\$53.87	74526	Fire - #56 unleaded
E 32-20-231		CITY GAS & OIL	\$43.04	74552	Pol - #95 unleaded
E 36-20-231		CITY GAS & OIL	\$64.35	74572	EMS - #99-2 hwy diesel
E 32-20-231		CITY GAS & OIL	\$32.70	74611	Pol - #96 unleaded
E 31-20-231		CITY GAS & OIL	\$32.41	75664	Fire - #51 hwy diesel
		Total	\$1,570.19		
68746	06/20/22	BARCO MUNICIPAL PRODUCTS INC.			
E 21-20-270		UTILITY R & M	\$788.13	IN-243796	Strs - Snow Route and Speed Limit signs

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Check #	Check Date	Vendor Name	Amount	Invoice	Comment
Total			\$788.13		
68747	06/20/22	BLACK HILLS ENERGY			
E 02-20-262		BLACKHILLS GAS	\$39.79		Wtr - well house natural gas
E 02-20-262		BLACKHILLS GAS	\$36.95		Wtr - well #9 natural gas
E 02-20-262		BLACKHILLS GAS	\$130.40		Wtr - WTP natural gas
E 41-20-262		BLACKHILLS GAS	\$1,268.12		Pool - natural gas
E 31-20-262		BLACKHILLS GAS	\$138.47		Fire - natural gas
E 21-20-262		BLACKHILLS GAS	\$123.76		Strs - North yards natural gas
E 44-20-262		BLACKHILLS GAS	\$44.53		Lib - natural gas
Total			\$1,782.02		
68748	06/20/22	CHESTERMAN COMPANY			
E 41-20-321		CONCESSIONS	\$131.44	10796720	Pool - 5 cases of pop
Total			\$131.44		
68749	06/20/22	CITY OF ST PAUL LIGHT			
E 10-20-261		CITY LIGHTS	\$695.80		Gen - City, Sr Cntr & siren utilities
E 31-20-261		CITY LIGHTS	\$165.91		Fire - Fire house utilities
E 42-20-261		CITY LIGHTS	\$624.25		Park - park, batting cage, ball fields, concession stand & well utilities
E 41-20-261		CITY LIGHTS	\$605.41		Pool - utilities
E 03-20-261		CITY LIGHTS	\$2,398.20		Swr - sewer lagoon & aerator utilities
E 21-20-261		CITY LIGHTS	\$2,333.80		Strs - street lights & yard lights
E 02-20-261		CITY LIGHTS	\$1,972.73		Wtr - treatment plant & city well utilities
E 34-20-261		CITY LIGHTS	\$61.00		Cem - cemetery utilities
E 44-20-261		CITY LIGHTS	\$637.07		Lib - Library utilities
Total			\$9,494.17		
68750	06/20/22	CUSTER COUNTY RECYCLING			
E 04-20-325		Recycle Delivery	\$22.40	438	Lndff - recycling trailer
Total			\$22.40		
68751	06/20/22	DICK'S REPAIR INC			
E 01-20-271		VEHICLE R & M	\$89.51	32634	Lgts - #49 freon
Total			\$89.51		
68752	06/20/22	DUTTON-LAINSON CO.			
E 21-20-270		UTILITY R & M	\$860.78	861027-1	Strs - LED street lights
Total			\$860.78		
68753	06/20/22	ELMWOOD CEMETERY			
E 34-20-315		CEMETERY PERPETUAL	\$300.00		Cem - perpetual care Valerie & Eugene Killinger
E 34-20-315		CEMETERY PERPETUAL	\$600.00		Cem - perpetual care Scott & Cherri Klinginsmith
Total			\$900.00		
68754	06/20/22	FILTER CARE			
E 42-20-270		UTILITY R & M	\$176.25	126584	Park - filter cleaning for mowers
Total			\$176.25		
68755	06/20/22	HEARTLAND DISPOSAL INC			

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Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 04-20-324		SANITATION HAULING	\$6,637.87		Lndfl - sanitation hauling
E 42-20-521		GROUNDS / R & M	(\$106.03)	132315	Park - Ballfield #1 credit
E 42-20-521		GROUNDS / R & M	(\$60.66)	132315	Park - Ballfield #2 credit
E 42-20-521		GROUNDS / R & M	(\$15.53)	132315	Park - Ballfield #3 credit
E 42-20-521		GROUNDS / R & M	\$31.50	135101	Park - Ballfield #3 sanitation hauling
E 42-20-521		GROUNDS / R & M	\$215.00	135101	Park - Ballfield #1 sanitation hauling
E 42-20-521		GROUNDS / R & M	\$123.00	135101	Park - Ballfield #2 sanitation hauling
E 21-20-520		BLDG/ R & M	\$31.50	135101	Strs - sanitation hauling from North yards
E 31-20-520		BLDG/ R & M	\$45.75	135101	Fire - sanitation hauling
E 04-20-521		GROUNDS / R & M	\$42.00	135101	Lndfl - sanitation hauling from City office
		Total	\$6,944.40		
68756	06/20/22	HOMESTEAD BANK			
E 10-20-209		Pay ACH Fee	\$21.80		Gen - ACH fees
		Total	\$21.80		
68757	06/20/22	HOMETOWN MARKET			
E 41-20-321		CONCESSIONS	\$29.95	1362	Pool - frozen treats, corn dogs
E 41-20-321		CONCESSIONS	\$64.19	2302	Pool - frozen treats
E 41-20-321		CONCESSIONS	\$100.44	2353	Pool - frozen treats, corn dogs
E 41-20-321		CONCESSIONS	\$25.85	3492	Pool - frozen treats
E 41-20-321		CONCESSIONS	\$93.14	4643	Pool - frozen treats, corn dogs
		Total	\$313.57		
68758	06/20/22	HOWARD CO REGISTER OF DEEDS			
E 34-20-216		RECORDING FEE	\$10.00		Cem - filing fee Killinger
		Total	\$10.00		
68759	06/20/22	HOWARD CO MEDICAL CTR			
E 32-20-210		PROF&SCHOOLS	\$245.00		Pol - medical exam for Jade Stethem
		Total	\$245.00		
68760	06/20/22	HOWARD GREELEY RURAL PUBLIC			
E 34-20-260		PUBLIC UTILITY	\$41.34		Public utilities - cemetery
E 02-20-260		PUBLIC UTILITY	\$129.09		Public utilities at North well
E 02-20-260		PUBLIC UTILITY	\$258.68		Public utilities at East well
E 02-20-260		PUBLIC UTILITY	\$31.65		Public utilities at Cargill
E 02-20-260		PUBLIC UTILITY	\$666.78		Public utilities at West well
E 01-20-260		PUBLIC UTILITY	\$117,241.89		Public utilities - lights
		Total	\$118,369.43		
68761	06/20/22	HYDRO OPTIMIZATION & AUTOMATIO			
E 02-20-270		UTILITY R & M	\$471.00	10385	Wtr - repairs to Well #9 (fail to start)
		Total	\$471.00		
68762	06/20/22	INTERSTATE ALL BATTERY CENTER			
E 41-20-270		UTILITY R & M	\$14.40	19058010078	Pool - replacement battery for telephone
		Total	\$14.40		
68763	06/20/22	JARECKE MOTORS INC			
E 42-20-271		VEHICLE R & M	\$174.90	13943	Park - #11 replace ignition lock cylinder & keys

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Check #	Check Date	Vendor Name	Amount	Invoice	Comment
Total				\$174.90	
68764	06/20/22	JIMS CHAMPLIN INC			
E 36-20-231		CITY GAS & OIL	(\$3.77)		EMS - hwy diesel credit
E 01-20-231		CITY GAS & OIL	(\$43.22)		Lgts - unleaded credit
E 42-20-231		CITY GAS & OIL	(\$43.22)		Park - unleaded credit
E 01-20-231		CITY GAS & OIL	\$115.14	210258	Lgts - #16 unleaded
E 01-20-231		CITY GAS & OIL	\$174.25	210272	Lgts - #14Y unleaded
E 21-20-231		CITY GAS & OIL	\$126.10	210331	Strs - #13 off road diesel
E 03-20-231		CITY GAS & OIL	\$22.40	210372	Swr - #47 unleaded
E 01-20-231		CITY GAS & OIL	\$123.15	210391	Lgts - #40W unleaded
E 34-20-231		CITY GAS & OIL	\$176.37	210409	Cem - unleaded for mowers
E 42-20-231		CITY GAS & OIL	\$71.00	210409	Park - off road diesel for mowers
E 21-20-231		CITY GAS & OIL	\$68.57	210503	Strs - #6 unleaded
E 04-20-231		CITY GAS & OIL	\$55.84	210513	Lndfl - #6 unleaded
E 21-20-231		CITY GAS & OIL	\$80.00	210519	Strs - #21 off road diesel
E 02-20-231		CITY GAS & OIL	\$17.00	211093	Wtr - #93 unleaded
E 01-20-231		CITY GAS & OIL	\$81.40	211117	Lgts - #40B unleaded
E 21-20-231		CITY GAS & OIL	\$126.30	211177	Strs - #13 off road diesel
E 03-20-231		CITY GAS & OIL	\$80.00	211187	Swr - #8 unleaded
E 42-20-231		CITY GAS & OIL	\$178.02	211278	Park - unleaded for mowers
E 21-20-231		CITY GAS & OIL	\$109.00	211281	Strs - #13 off road diesel
E 42-20-231		CITY GAS & OIL	\$56.71	211316	Park - #8 unleaded
E 21-20-231		CITY GAS & OIL	\$77.70	211317	Strs - #5 unleaded
E 21-20-231		CITY GAS & OIL	\$147.00	211318	Strs - #18 off road diesel
E 21-20-231		CITY GAS & OIL	\$111.88	211353	Strs - #6 unleaded
E 03-20-231		CITY GAS & OIL	\$38.90	211397	Swr - #93 unleaded
E 03-20-231		CITY GAS & OIL	\$85.02	211440	Swr - #8 unleaded
E 21-20-231		CITY GAS & OIL	\$164.00	211441	Strs - #7 off road diesel
E 34-20-231		CITY GAS & OIL	\$158.00	211456	Cem - unleaded for mowers
E 01-20-231		CITY GAS & OIL	\$65.30	211463	Lgts - #5 unleaded
E 21-20-231		CITY GAS & OIL	\$67.00	211522	Strs - #21 off road diesel
E 42-20-231		CITY GAS & OIL	\$161.74	211550	Park - unleaded for mowers
E 42-20-231		CITY GAS & OIL	\$181.53	211555	Park - #9 and #11 unleaded
E 03-20-231		CITY GAS & OIL	\$22.55	211565	Swr - unleaded for mower
E 36-20-231		CITY GAS & OIL	\$82.00	211588	EMS - #99-1 hwy diesel
Total				\$2,933.66	
68765	06/20/22	LARM			
E 10-20-250		CITY INSURANCE	\$700.00	6922	Gen - Fireworks coverage (reimbursed by GCA Days Comm)
Total				\$700.00	
68766	06/20/22	MID-NEBRASKA DISPOSAL INC			
E 04-20-324		SANITATION HAULING	\$3,595.08		Lndfl - sanitation hauling
Total				\$3,595.08	
68767	06/20/22	NEBRASKA GENERATOR SERVICE LLC			
E 02-20-270		UTILITY R & M	\$960.28	12647	Wtr - repairs to power unit at Well 9
Total				\$960.28	

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Check #	Check Date	Vendor Name	Amount	Invoice	Comment
68768	06/20/22	ONE CALL CONCEPTS, INC			
E 01-20-220		COMMUNICATION	\$6.47	2050206	Lgts - Digger's hotline
E 02-20-220		COMMUNICATION	\$6.47	2050206	Wtr - Digger's hotline
E 03-20-220		COMMUNICATION	\$6.48	2050206	Swr - Digger's hotline
		Total	\$19.42		
68769	06/20/22	PHONOGRAPH-HERALD			
E 10-20-240		PUBLISH / CODIF	\$348.88		Gen - publish meeting notices and minutes
E 44-20-240		PUBLISH / CODIF	\$2.36		Lib - publish notice of meeting
E 01-20-240		PUBLISH / CODIF	\$60.75		Lgts - publish electrical notice
E 41-20-240		PUBLISH / CODIF	\$91.13		Pool - pool opening ad
		Total	\$503.12		
68770	06/20/22	PIONEER DOOR			
E 01-20-520		BLDG/ R & M	\$125.00	47163	Lgts - repair to door opener at Quonset at Water Tower
		Total	\$125.00		
68771	06/20/22	PLATTE VALLEY COMM, INC.			
E 32-20-271		VEHICLE R & M	\$527.45	42200308	Pol - #97 battery drain problem, replacement mic for SRS radio
		Total	\$527.45		
68772	06/20/22	S E SMITH AND SONS			
E 02-20-520		BLDG/ R & M	\$19.16	654715	Wtr - aluminum fascia for WTP
		Total	\$19.16		
68773	06/20/22	SANDRY FIRE SUPPLY			
E 31-50-540		MACH & EQUIPMENT	\$60.00	INV-22079	Fire - glove straps
		Total	\$60.00		
68774	06/20/22	SMITH, KRISTY			
E 41-20-270		UTILITY R & M	\$46.10		Pool - brooms, disinfectant
		Total	\$46.10		
68775	06/20/22	ST PAUL RURAL FIRE			
E 36-20-312		RURAL FIRE REIMB	\$13,668.50		EMS - EMT runs (Jan-May 2022)
		Total	\$13,668.50		
68776	06/20/22	U S POSTAL SERVICE			
E 01-20-313		POSTAGE	\$145.00		Lgts - postage
E 02-20-313		POSTAGE	\$145.00		Wtr - postage
E 03-20-313		POSTAGE	\$145.00		Swr - postage
E 04-20-313		POSTAGE	\$25.00		Lndfl - postage
		Total	\$460.00		
68777	06/20/22	WELLS PLUMBING CO, INC			
E 41-20-270		UTILITY R & M	\$90.00	58368	Pool - pool heater repairs
		Total	\$90.00		
68778	06/20/22	WINSUPPLY GRAND ISLAND NE CO			

CITY OF ST PAUL

***Check Detail Register©**

Batch: Disb June20

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 42-20-270		UTILITY R & M	\$109.68	265107-01	Park - flush valve for men's urinal at north concession stand
E 42-20-270		UTILITY R & M	\$110.63	265276-01	Park - flush valve for Park shop restroom urinal
		Total	\$220.31		
		11100 CHECKING	\$166,307.47		

Fund Summary

<u>11100 CHECKING</u>	
01 LIGHTS	\$118,184.64
02 WATER	\$5,059.43
03 SEWER	\$2,798.55
04 LANDFILL	\$10,446.81
10 GENERAL	\$1,766.48
21 STREETS	\$5,311.16
31 FIREMEN	\$889.70
32 POLICE	\$1,397.31
34 CEMETERY	\$1,346.71
36 AMBULANCE	\$13,873.78
41 POOL	\$2,560.17
42 PARK	\$1,988.77
44 LIBRARY	\$683.96
	<u>\$166,307.47</u>

St. Paul Planning Commission
June 13, 2022
Meeting Minutes

A meeting of the St. Paul Planning Commission was convened in open and public session on the 13th day of June, 2022 in the Council Chambers at the City office, 704 6th Street, St. Paul, Nebraska.

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

Commission member Becker moved to approve the May 9, 2022 meeting minutes. Commission member Solko seconded the motion. Commission members Becker, Jacobs, Solko, and Woodgate voted aye, nays none. Motion carried 4/0.

Zoning Administrator Helzer presented the following zoning permit applications:

- (a) 2022-17 Neal & Kaitlin Hahn – playhouse / swing set at 324 Kelly Street
- (b) 2022-18 Emily Vanis – move garage from 915 8th Street
- (c) 2022-19 Chip Bartos & Allie Remmers – new deck & utility shed at 1221 Custer St.
- (d) 2022-20 Nolan & Emmy Reilly – fence at 604 Paul Street
- (e) 2022-21 Jordan Nielsen – remove structures, add garage, and extend covered patio at 1320 Paul Street

Commission member Jacobs moved to approve Zoning Permit applications 2022-17 through 2022-21, with the approval of Zoning Permit application 2022-21 being contingent on the receipt of an asbestos inspection report. Commission member Solko seconded the motion. Commission members Becker, Jacobs, Solko, and Woodgate voted aye. Nays none. Motion carried 4/0.

The next St. Paul Planning Commission meeting date will be scheduled when future Zoning Permit applications have been submitted.

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 R1 Value \$ 2100.00 PERMIT NUMBER 2022-17
 Please call 811 before completing form FEE \$25.00 CASH CHECK# 5355
 pd 5/20/22

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 Neal + Kaitlin Hahn Contractor SELF
 Address 324 Kelly Street Address _____
 City, State, Zip St. Paul, NE 68873 Phone Number 308 750 1971
 Phone Number _____ Cell Phone _____

Complete Legal Description of the Property Lot 10, 5 1/2 Lot 11 Block 2 Kelly's Add St. Paul

Address of Construction Site 324 Kelly Street
 (If none, one must be registered with City of St. Paul) In the Flood plain No ?

Proposed Structure Kid playhouse / swing set Dimension of Structure 15' x 20'

Distance from ^{West} Front property line 90' Distance from ^{East} Rear Property Line 6' off line

Distance from ^{North} Side Property Line 6' off line Distance from ^{South} Second Side Line 76'

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

Approximately when will construction Start June 2022 Finish June 2022

Contact Utility Superintendent at (308) 754-4483 regarding Set-Back Inspection. Matt Helzer Date of visit 5-23-22
 (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 _____

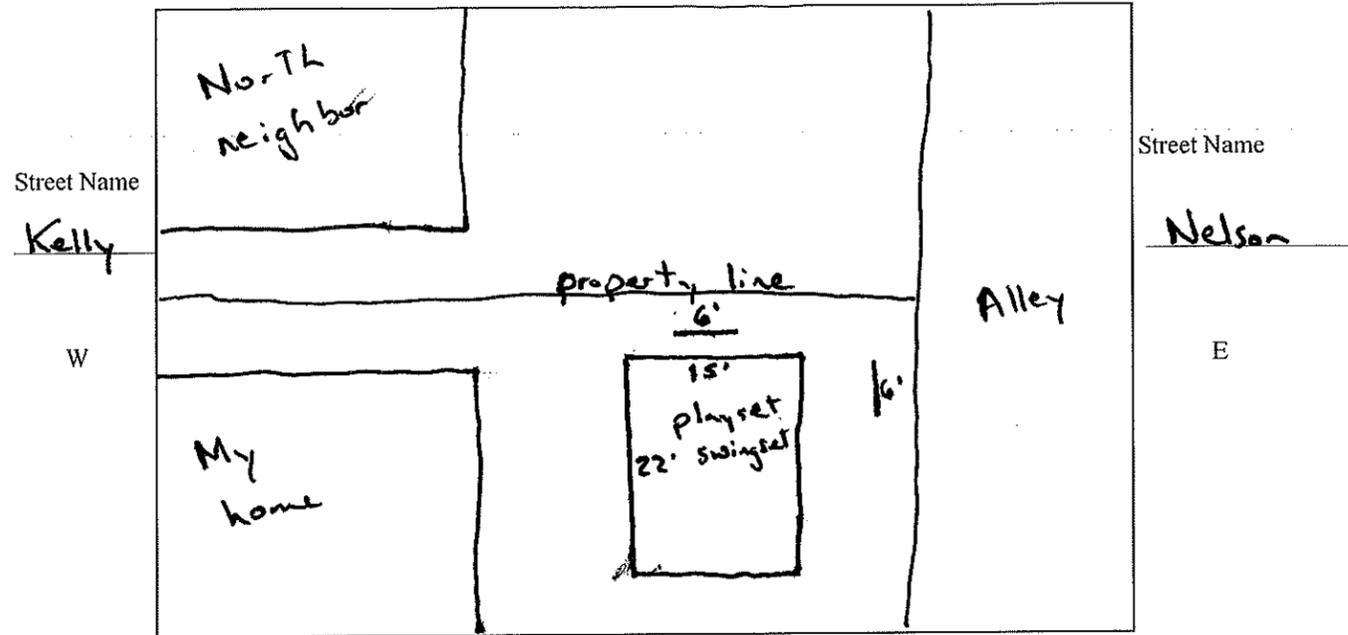
Does the proposed use meet all the required setback distances? YES NO _____

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 Elm



South Street Name Custer

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 [Signature] Date 5/11/2022

For Office Use Only:

Permit is Approved _____ Denied _____ Date _____
Zoning Administrator Signature

Reasons for Denial: _____

Zoning Classification R-2 Value \$ 0

PERMIT NUMBER 2022-18
FEE \$20.00 CASH CHECK# X CC
1292

APPLICATION FOR MOVING A BUILDING/ MOBILE HOME 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 Emily Vanis Contractor _____

Address 915 8th St Address _____

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

Phone Number 402-843-8277 Cell Phone _____

Complete Legal Description of the Property Lot 2 Block 70 OT

Address of current Site 915 8th St. Address of new location _____

Structure to be moved Detached garage 18 x 12

Approximately when will the moving: Start 5/22 Finish 6/11

To Whom Should the Improvements be assessed? N/A

Contact Utility Superintendent at (308) 754-4483 regarding Inspection Matt Helzer Date of visit 6-1-22
(Matt Helzer's signature)

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 site in which this permit is granted at any time until completed.

Signature of Applicant Emily Vanis Date 5/15/22

Treasurer certificate must be attached showing taxes are paid prior to moving/demolishing the building.

For Office Use Only: Attach the Treasurer Certificate

Permit is Approved _____ Denied _____ Date _____
Zoning Administrator

Reasons for Denial: _____

City of St. Paul Zoning Administrator
704 6th St, St. Paul, NE 68873
Phone 308-754-4483, E-mail: mhelzer@cityofstpaulne.org

Zoning Classification R-2 Value \$ 2300.00 PERMIT NUMBER 2022-19
 Please call 811 before completing form FEE \$25.00 CASH CHECK# 2284
pd 5/26/22

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 required information is furnished.

Property Owner Chip Dantos & Allie Remmers Contractor SELF
 Address 1221 Custer St. Address _____
 City, State, Zip St. Paul, NE 68873 Phone Number _____
 Phone Number 402-682-2369 Cell Phone _____

Complete Legal Description of the Property tract in lot 2 (68'x100') Block 8 Darnells Add St. Paul

Address of Construction Site 1221 Custer St.

(If none, one must be registered with City of St. Paul) Remove old deck In the Flood plain? No

Proposed Structure 8x10 utility shed 10'x10' Deck Dimension of Structure Shed- 8x10' Deck 10x10'

Distance from Front property line 84' + 70' Distance from Rear Property Line 8' + 30'

Distance from Side Property Line 8' + 10' Distance from Second Side Line 50' + 42'

Is there a utility easement on any side of the property? Yes

Approximately when will construction Start June 2022 Finish July 2022

Contact Utility Superintendent at (308) 754-4483 regarding Set-Back Inspection. Matt Helzer Date of visit 6-1-22
 (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 _____ Name of the Lot Split or Subdivision _____

For Office Use Only:

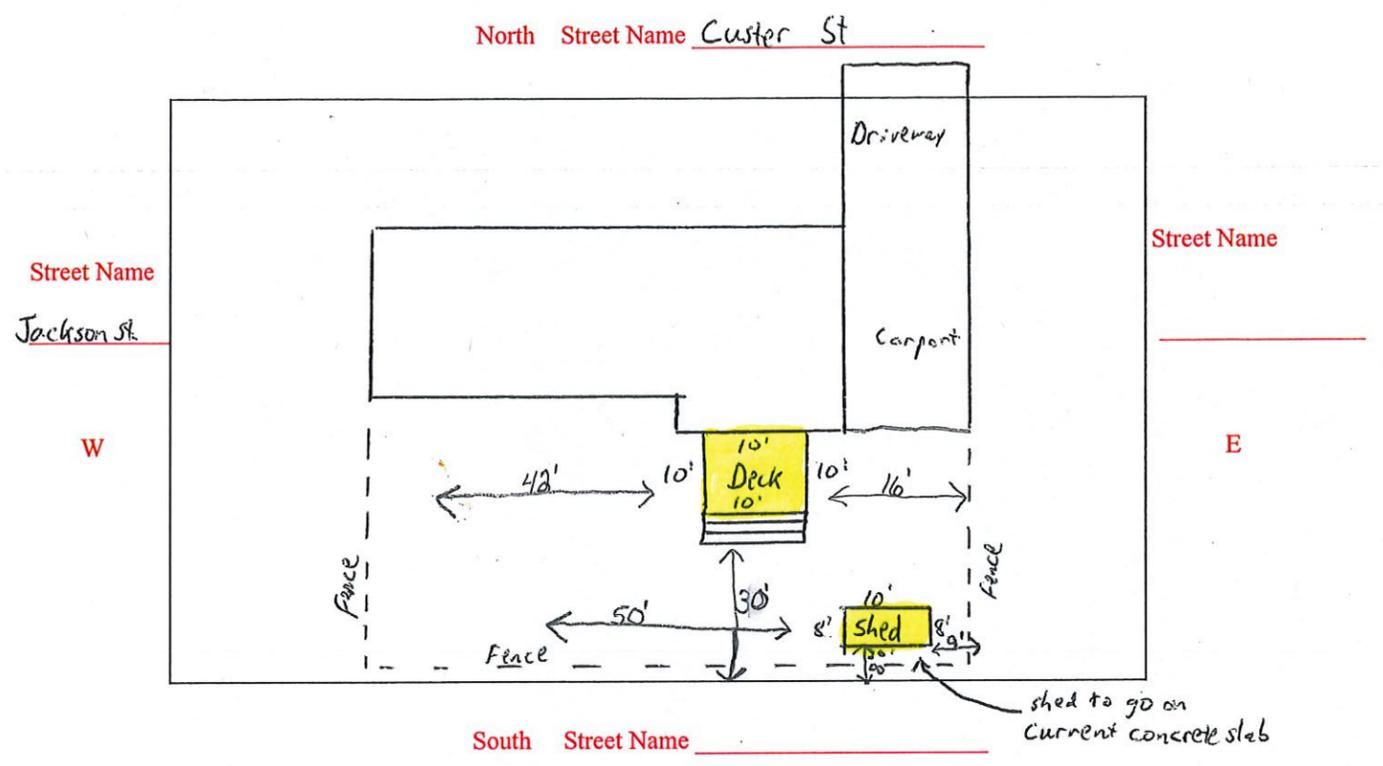
Is the proposed use permitted within this zoning district? YES NO _____

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:



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

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

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

Signature of Applicant [Signature] Date 5/26/22 3/26/2022

For Office Use Only:

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

Reasons for Denial: _____

Zoning Classification R-2 Value \$ 9,850-

PERMIT NUMBER 2022-20
FEE \$25.00 CASH CHECK# 3057 CC
pd 6/3/22

APPLICATION FOR A FENCE PERMIT

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

Property Owner Nolan & Emmy Reilly Contractor AMERICAN FENCE
Address 604 Paul St. Address Grand Island

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

Phone Number (402) 440-5072 Emmy Cell Phone (308) 750-9568

Complete Legal Description of the Property Lots 19 + 20 Prairie Falls Sub St. Paul

Address of Fence Site 604 Paul St. St. Paul, NE 68873 Size & Kind 6ft. Vinyl

Replacement or New Fence: New

Approximately when will the construction: Start 6/15/22 Finish 6/20/22

To Whom Should the Improvements be assessed?

Contact Utility Superintendent at (308) 754-4483 regarding Inspection Matt Helzer Date of visit 6-7-22
(Matt Helzer's signature)

Recommendations needed before approval:

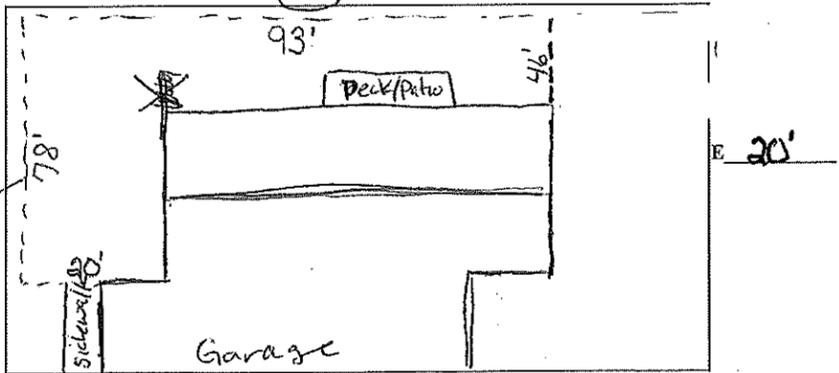
MUST CALL DIGGERS HOTLINE @ 811 BEFORE DIGGING - CONSTRUCTION ON UTILITY EASEMENTS IS NOT PERMITTED. The above information is, to the best of my knowledge, true and accurate. It is understood and agreed that any error, misstatement or misrepresentation of fact, either with or without intention on my 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 site in which this permit is granted at any time until completed.

Signature of Applicant Nolan Reilly Date 6/11/22

N 6"
Drawing:

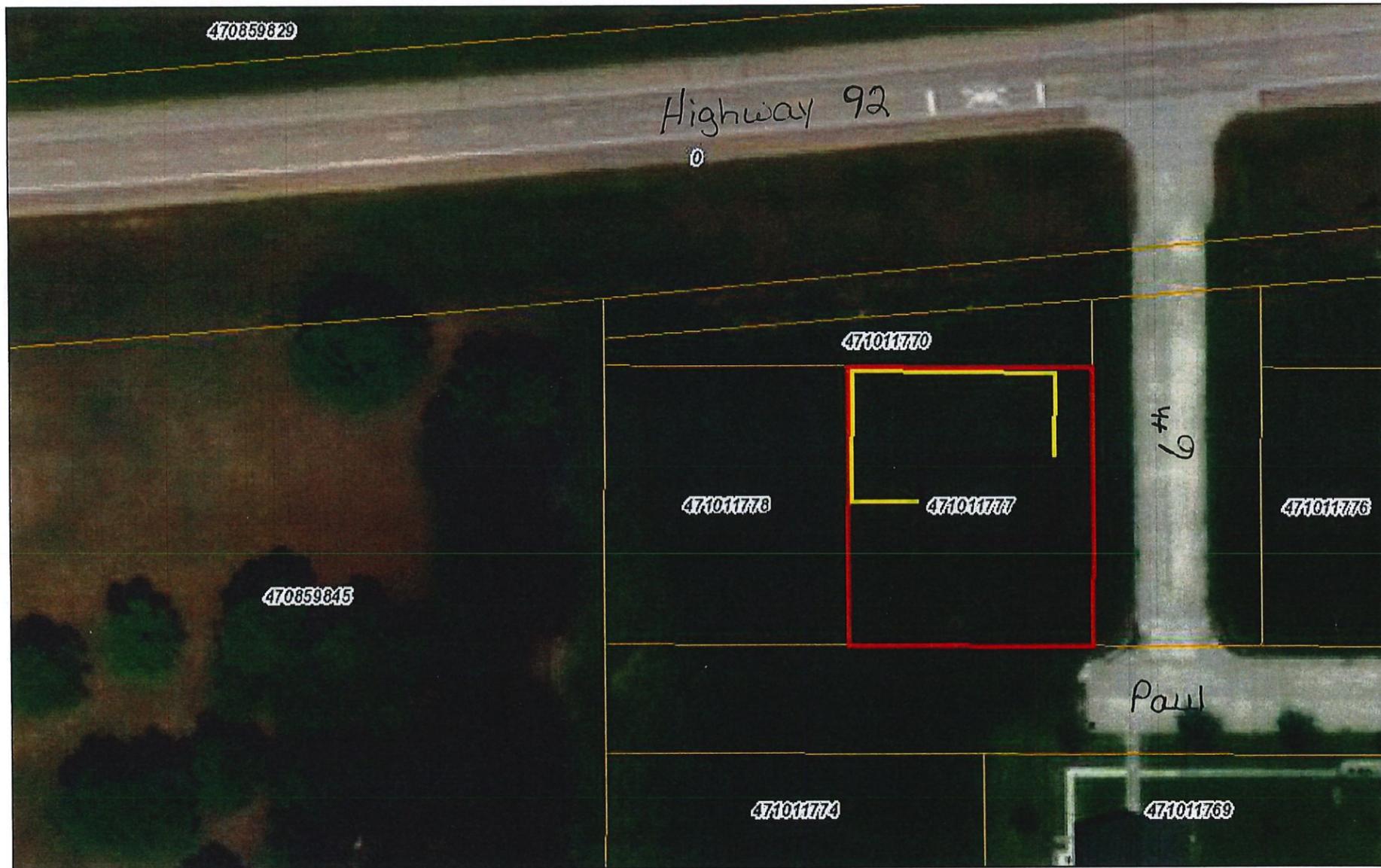
W 6"

fence (property line)



For Office Use Only: Permit is Approved Denied s 52 Date

Reasons for Denial:

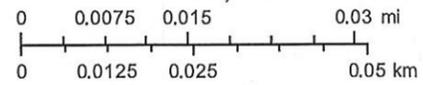


June 7, 2022

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.

1:1,046

Parcels



Black - house
 Red - Property Line
 Yellow - New fence

Zoning Classification R-2 Value \$ 50,000 PERMIT NUMBER 2022-21
 Please call 811 before completing form FEE \$25.00 CASH CHECK# pd 6/3/22

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 required information is furnished.

Property Owner Jordan Nielsen Contractor Jack Olson
 Address 1320 Paul St Address 3315 Congressional place Grand Island, N
 City, State, Zip St. Paul NE 68873 Phone Number _____
 Phone Number 308-750-1924 Cell Phone 308-750-0909

Complete Legal Description of the Property Lot 14 Exc W 80' Aleshires Sub St. Paul
 Address of Construction Site 1320 Paul St
 (If none, one must be registered with City of St. Paul) In the Flood plain? NO

Proposed Structure 30' x 46' Garage Dimension of Structure 30' W 46' L
 Distance from Front ^{South} property line 103' Distance from Rear ^{North} Property Line 45'
 Distance from Side ^{East} Property Line 14' Distance from ^{West} Second Side Line 82'

Is there a utility easement on any side of the property? Yes Garage is 3' South of easement
 Approximately when will construction Start July 11th Finish Late August

Contact Utility Superintendent at (308) 754-4483 regarding Set-Back Inspection. Matt Helzer Date of visit 6-7-22
 (Matt Helzer's signature)

Recommendations needed before approval: _____

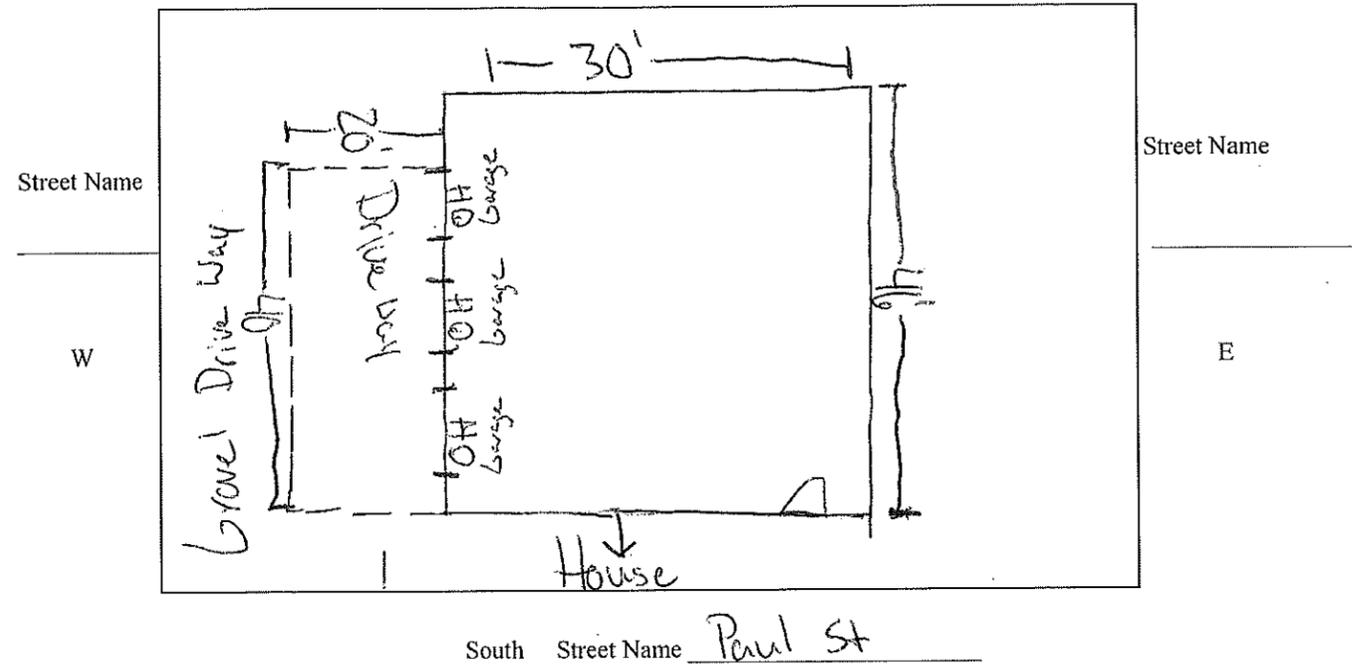
(One Mile radius outside city limits) If the structure is a residence on less than 10 acres indicate the date this property was platted as a separate parcel _____ Name of the Lot Split or Subdivision _____

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 Hwy 281



South Street Name Paul St

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

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

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

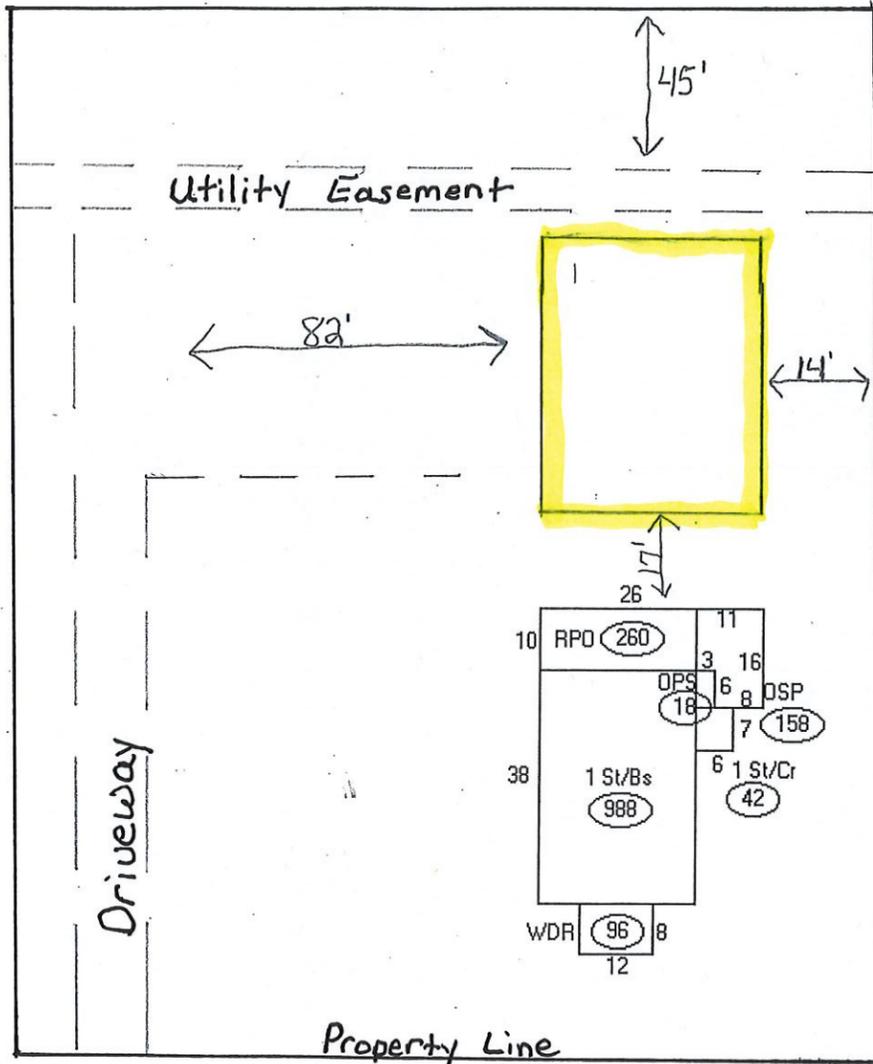
Signature of Applicant [Handwritten Signature] Date 6-3-22

For Office Use Only:

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

Reasons for Denial: _____

2022-21



Paul Street

2022-21



To be removed

2022-21



To be removed

2022-21



To be removed

2022-21



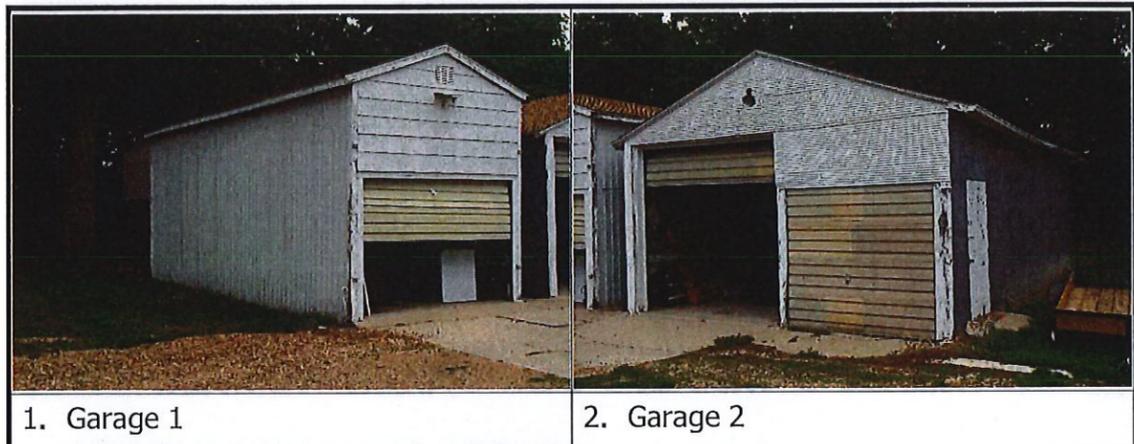
10612 West Schimmer Drive
Wood River, NE 68883-9658
Phone 308-379-7542
E-Mail garyhcarson@msn.com

NESHAP INSPECTION

Inspection Date June 11, 2022

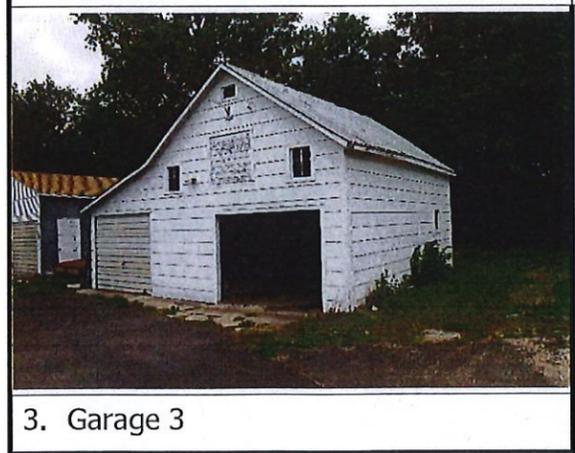
Building Location:

Three Garages, 1320 St. Paul St., St. Paul, NE



1. Garage 1

2. Garage 2



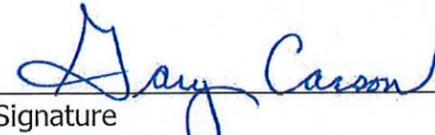
3. Garage 3

2022-21

Responsible Party:
Jordan Nielsen
1320 St. Paul St.
St. Paul, NE 68873

In accordance with the United States Environmental Protection Agency (EPA) National Emission Standard for Hazardous Air Pollutants (NESHAP) inspection protocol, a pre-demolition survey including inspection of the structures to identify suspect asbestos containing building materials (ACBM) was conducted.

No suspect materials were present on the interior or exterior of the building. The buildings now meet the requirements to be free of asbestos containing materials in all areas.

By 
Signature
Name Gary Carson
Title Nebraska Certified Inspector #637
Consultant Quad-C Consulting
Project # 22-163-01

2022-21

Site Location



2022-21

State of Nebraska
Department of Health and Human Services
Division of Public Health

Gary H Carson
Asbestos Inspector

License #: 637 Expiration: 10/18/2023
Status: Active



State of Nebraska
Department of Health and Human Services
Division of Public Health

Gary H Carson
Asbestos Project Designer

License #: 597 Expiration: 10/23/2023
Status: Active



RESOLUTIONS 2022-6

To Authorize Membership in the League Insurance Government Health Team (LIGHT)

WHEREAS, the Municipality desires to enter into the League Insurance Government Health Team Interlocal Agreement (the "Interlocal Agreement") attached hereto.

RESOLVED, that the Municipality approves and enters into the Interlocal Agreement and authorizes the Clerk of the Municipality to execute the Interlocal Agreement.

RESOLVED FURTHER, that the Municipality approves the attached League Insurance Government Health Team Membership Agreement (the "Membership Agreement") and authorizes the Clerk of the Municipality to execute the Membership Agreement.

RESOLVED FURTHER, that the Municipality authorizes and directs the Clerk of the Municipality to execute such documents and take such action as may be necessary and appropriate to effectuate the Municipality's membership in LIGHT and to obtain coverage for Municipal employees through the LIGHT Member Health Plan.

Passed and approved this 20th day of June, 2022.

Signature: _____
Joel M. Bergman, Mayor

Title: Mayor

Name of Municipality: City of St. Paul, NE

Date: June 20, 2022



**LEAGUE INSURANCE GOVERNMENT HEALTH TEAM
INTERLOCAL AGREEMENT**

This Interlocal Agreement (the "Agreement") is made and entered into by and among the undersigned municipalities of the State of Nebraska (each a "Member") for formation of, and participation in, the League Insurance Government Health Team ("LIGHT") and the LIGHT Member Health Plan (the "Plan"). Membership in the League Insurance Government Health Team shall make health insurance coverage available for the Members' eligible employees and dependents who participate in the Plan. This Agreement is based upon certain understandings and in furtherance of certain purposes, as follows:

WHEREAS, the Interlocal Cooperation Act, Neb. Rev. Stat. §§ 13-801 et seq., ("ICA") permits two or more public agencies to make and execute an agreement providing for joint and cooperative actions;

WHEREAS, if applicable, the Intergovernmental Risk Management Act, Neb. Rev. Stat. § 44-4301 et seq. ("IRMA") permits two or more public agencies to make and execute an agreement providing joint and cooperative action to form, become members of, and operate a risk management pool for the purpose of providing to members risk management services and insurance coverages in the form of group self-insurance or standard insurance, including any combination of group self-insurance and standard insurance, to provide health, dental, accident, and life insurance member's employees and officers;

WHEREAS, the Members have determined the need to join together to provide for group health insurance for the Members' employees and their dependents;

WHEREAS, the Members have determined it is in the best interests of the Members' employees to establish a group health plan in order to provide affordable health insurance to Members' employees and their dependents; and

WHEREAS, the Members desire to make and to execute an agreement providing for joint and cooperative action for the purpose of providing health insurance coverage for Members' employees and their dependents.

NOW THEREFORE, in consideration of the foregoing and the respective mutual promises contained herein, the undersigned parties agree as follows:

1. Definitions.

1.1. "**Administrator**" shall mean an individual, partnership, corporation, or unincorporated association engaged by the League Insurance Government Health Team for the purposes of carrying out the policies established by the League Insurance Government Health Team Board and to provide day-to-day management of the League Insurance Government Health Team. The League of Nebraska Municipalities shall be the Administrator of the Plan.

1.2. "**Board**" shall mean the Board of Directors of the League Insurance Government Health Team.

1.3. "**Bylaws**" shall mean the bylaws established and approved under this agreement governing the operation of the League Insurance Government Health Team.

1.4. "**Dental insurance**" shall mean a contractual arrangement to provide specified dental services, in consideration of a specified payment for an interval of time, regardless of whether the payment is made by the beneficiaries individually or by a third person for them, in such a manner that the total cost of such services is to be spread directly or indirectly among a group of persons.

1.5. "**Director**" shall mean the State of Nebraska Director of Insurance.

1.6. **“Health insurance”** shall mean any hospital, surgical, or medical expense-incurred policy or health maintenance organization contract. Health insurance does not include (a) accident-only, disability income, hospital confinement indemnity, dental, or credit insurance, (b) coverage issued as a supplement to liability insurance, (c) medicare or insurance provided as a supplement to medicare, (d) insurance arising from workers’ compensation provisions, (e) automobile medical payment insurance, (f) any other specific limited coverage, or (g) insurance under which benefits are payable with or without regard to fault and which is statutorily required to be contained in any liability insurance policy.

1.7. **“League”** shall mean the League of Nebraska Municipalities.

1.8. **“League Insurance Government Health Team”** or **“LIGHT”** shall mean the entity established and operated under this Agreement.

1.9. **“Member”** shall mean a Municipality (a) whose application for membership in the League Insurance Government Health Team has been approved by the League, and (b) that has lawfully entered into this Agreement and into the League Insurance Government Health Team membership agreement.

1.10. **“Municipality”** shall mean any city or village in the State of Nebraska that is a dues-paying member in good standing with the League.

1.11. **“Public agency”** shall mean any county, city, village, school district, public power district, rural fire district, or other political subdivision of the State of Nebraska, the State of Nebraska, the University of Nebraska, and any corporation whose primary function is to act as an instrumentality or agency of the State of Nebraska.

1.12. **“Risk management pool”** shall mean an association formed by two or more public agencies by an agreement, pursuant to IRMA if applicable, providing for joint and cooperative action in the use of their financial or administrative resources in order to accomplish any of the public and governmental purposes authorized by state or federal law.

1.13. **“Standard insurance”** shall mean any policy of insurance issued by a company licensed to transact insurance business in the State of Nebraska for any policy of insurance issued in accordance with the requirements for a lawful surplus lines insurance transaction.

2. Establishment of LIGHT. All Members who execute this Agreement hereby, pursuant to the applicable provisions of ICA, jointly and cooperatively establish the League Insurance Government Health Team as a separate entity, with all the rights, powers and privileges vested in and conferred such entity as set out in this Agreement and under the laws of the State of Nebraska. The League Insurance Government Health Team will provide health insurance coverage for its membership’s employees and their dependents in the form of standard insurance. The membership of the League Insurance Government Health Team consists of those Municipalities which have entered into this Agreement. The League Insurance Government Health Team shall have perpetual duration unless or until terminated or dissolved pursuant to the terms of this Agreement or its Bylaws, or in accordance with IRMA (as applicable) or ICA, or as otherwise required by law.

3. Purpose and Duration. The purpose of this Agreement is to establish and to operate a group health insurance plan through a standard insurance policy for the benefit of Members’ employees and their dependents. This Agreement shall be for an unlimited duration until formally terminated as provided herein.

4. Powers. In order to carry out this purpose, the League Insurance Government Health Team shall exercise and enjoy all the powers, privileges and authority exercised or capable of exercise by a joint entity under ICA, constituting a separate public body politic under the laws of the State of Nebraska, exercising public powers and acting on behalf of the public agencies which are parties to this Agreement as set out by law.

If applicable, the League Insurance Government Health Team shall exercise and enjoy all the powers, privileges and authority exercised or capable of exercise by a pool created pursuant to IRMA, including, but not limited to, the power to issue bonds or other obligations on behalf of public agencies or to otherwise assist in the issuance by such public agencies of such obligations; provided, however, that nothing herein shall prevent any of the parties hereto from separately exercising any such powers, privileges or authority. The League Insurance Government Health Team shall specifically have the power to sue and be sued, make contracts and other instruments necessary or convenient to the exercise of its powers, hold and dispose of real and personal property, borrow money, contract debt, and pledge any assets in the name of the League Insurance Government Health Team.

5. Financial Plan. The League Insurance Government Health Team shall sponsor a fully-insured group health insurance plan through a standard insurance policy that provides coverage to Members' employees and the employees' dependents. The Board, on behalf of the League Insurance Government Health Team and its constituent Members, shall enter into a contract, or renew an existing contract, with a company licensed to transact insurance business in the State of Nebraska on an annual basis for health insurance. Each Member will be required to complete a subgroup application in order to participate in a League Insurance Government Health Team-sponsored plan. Each Member shall make payment of premiums and any fees for Plan coverage and/or any other fees approved by the Board to fund the operation of the League Insurance Government Health Team, pursuant to the terms and conditions of the (a) LIGHT membership agreement and (b) subgroup application, master group application, and/or master group contract or other relevant documentation required by the insurance company providing the policy for health insurance coverage for the Plan. The League Insurance Government Health Team shall ensure that the Plan receives documentation from the insurance company setting forth the types of coverage to be offered and applicable deductible levels. The Board will review annually the necessity of maintaining cash reserves, additional standard insurance, or excess insurance, taking into account the fully-insured nature of League Insurance Government Health Team-sponsored plan.

6. Plan of Management.

6.1. Board of Directors. The governing authority of the League Insurance Government Health Team shall be a Board of Directors consisting of a minimum of five and maximum of fifteen elected or appointed officials of Members. In addition, the Board shall include the Executive Director of the League as an ex-officio, non-voting member. The initial Board of Directors shall be composed of an elected or appointed official from five municipalities which executed the Interlocal Agreement prior to July 1, 2022, each of whom shall be approved as a Director by the respective governing body of the participating Member. The number and tenure of directors of the Board shall be as provided in the Bylaws; provided that, in no event shall the number of directors of the Board be less than the requisite number of directors needed to transact the business of the League Insurance Government Health Team.

6.2. Board of Directors Duties.

(a) The Board shall be responsible for entering into negotiations and negotiating with one or more insurance companies for the provision of health insurance coverage on behalf of the Members. The Board shall be responsible for entering into one or more agreements with insurance companies for the provision of health coverage.

(b) The Board shall be responsible for managing the property, business, and affairs of any League Insurance Government Health Team-sponsored plans, including the establishment and maintenance of a budget.

(c) The Board shall take all necessary precautions to safeguard the assets of the League Insurance Government Health Team and exercise fiduciary duties concerning those assets and the overall operations of the League Insurance Government Health Team.

(d) The Board shall make and enter into any and all contracts, leases, and agreements necessary or desirable for the administration and management services to carry out any of the powers granted or duties imposed under this Agreement or any applicable law or regulation.

(e) The Board shall establish the duties and responsibilities of the Administrator and any delegation of its duties to the Administrator.

(f) The Board shall select and contract, either directly or indirectly, with service providers, including but not limited to insurance brokerage firm(s), accounting firm(s), legal counsel, consultants, and other qualified service providers or advisors as deemed necessary by the Board to carry out the intent and purposes of the League Insurance Government Health Team.

(g) The Board may adopt bylaws pertaining to the exercise of its purpose and powers (the "Bylaws"). The Board may, from time to time, revise the Bylaws. The Board may also from time to time adopt policies, rules and procedures for the administration and operation of the League Insurance Government Health Team, by majority vote of the Board, so long as such policies, rules, and procedures are not inconsistent with this Agreement or the Bylaws. No provisions of the Bylaws, policies, rules or procedures shall be inconsistent with this Agreement, the ICA, or, if applicable, IRMA.

(h) The Board may exercise such other powers as are necessary for the proper operation of the League Insurance Government Health Team to carry out the terms of this Agreement and to comply with ICA, IRMA (if applicable), rules and regulations adopted under either ICA or IRMA (if applicable), and any other applicable State or Federal laws, rules or regulations, and the League Insurance Government Health Team Bylaws.

6.3. Membership Procedures.

(a) Application. A Municipality may apply to become a Member of the League Insurance Government Health Team by completing and submitting a League Insurance Government Health Team membership agreement. The applicant must also provide all information required by the insurance company providing the policy for health insurance coverage at the time of application, including any required subgroup application. If the applicant (i) meets the eligibility requirements as set out in the League Insurance Government Health Team membership agreement, (ii) enters into this Agreement and the League Insurance Government Health Team membership agreement by resolution passed by its governing body, and (iii) provides all documentation and forms to the insurance company providing the policy for health insurance coverage at the time of application, the applicant will become a Member upon the League's approval of the Municipality's eligibility as set out in the League Insurance Government Health Team membership agreement and upon the execution of this Agreement by the Board.

(b) Voluntary Termination. A Member may voluntarily terminate its participation in the League Insurance Government Health Team by written notice of termination given to the League Insurance Government Health Team prior to the desired termination date and in compliance with the timeframe stipulated by the insurance company providing the policy for health insurance coverage at the time of termination. Members seeking to voluntarily terminate participation shall comply with all notice requirements contained in IRMA, if applicable.

(c) Involuntary Termination. A Member may be involuntarily terminated as a Member of the League Insurance Government Health Team if, after due notice and hearing, the Board (or relevant regulatory authority) determines that: (i) the Member has failed to pay any contribution or assessment to the League Insurance Government Health Team; (ii) the Member has failed to discharge any other obligation it owes to the League Insurance Government Health Team; or (iii) the Member has failed to comply with the laws of the state, rules of the Department of Insurance, or bylaws of the League Insurance Government Health Team.

(d) Effect of Termination. A former Member shall remain liable for any costs and obligations

incurred by the League Insurance Government Health Team while the Municipality was a Member, and for any contractual obligation the Municipality has entered into with the League Insurance Government Health Team on or before the date of termination. A former Member who has terminated participation in the League Insurance Government Health Team, or whose participation is involuntarily terminated pursuant to this Section 6.3, may apply for participation in the League Insurance Government Health Team after the lapse of 24 months following the date of cancellation.

6.4. Funds and Reserves by Exposure Area. The Board shall review appropriate actuarial analyses to identify appropriate funds and reserves by exposure area, as applicable. Each Member must make payment of its premiums and any fees for the League Insurance Government Health Team-sponsored coverage pursuant to the terms and conditions of the (a) LIGHT membership agreement, and (b) subgroup application, master group application, master group contract, or other relevant documentation required by the insurance company providing the policy for health insurance coverage for the Plan.

6.5. Claim Payment. All claims shall be paid pursuant to the standard insurance policy issued by a company licensed to transact insurance business in the State of Nebraska for health insurance and in accordance with any master group application, master group contract, and/or other relevant documentation issued by the insurance company providing the policy for health insurance coverage for the Plan and entered into by the League Insurance Government Health Team for the benefit of its membership.

6.6. No Private Benefit. No part of the net earnings or assets of the League Insurance Government Health Team shall inure to the benefit of any private person.

6.7. Distribution of Surplus at Dissolution. At the dissolution of the League Insurance Government Health Team's existence, any surplus funds over and above those necessary to pay or reserve against the expenses and liabilities of the League Insurance Government Health Team shall vest in and be distributed among the Members. Such distribution shall be allocated among Members in proportion to the contributions made by each Member.

6.8. Loss Control Program. To the extent applicable and necessary, the Board shall approve a system or program of controlling Member losses.

7. Dissolution. The League Insurance Government Health Team shall only be dissolved at such time as (a) the Board determines that the number of Members is too small to continue to provide coverage, (b) the Board is unable to secure a policy of insurance on behalf of the Members, or (c) in the event the League's Executive Board withdraws its support. The Board shall be responsible for all actions necessary to dissolve the League Insurance Government Health Team, in compliance with and as required by law. Upon the occurrence of an event of dissolution, to the extent required by law, the Board shall place the matter before the Members for a vote.

8. Banking Relationships. The League Insurance Government Health Team shall establish bank accounts necessary to carry out the terms and meet the operational needs of this Agreement. Controls shall be established and funds shall be invested so that the League Insurance Government Health Team is managed in a conservative and prudent manner.

9. Member Examinations and Audits. The League Insurance Government Health Team may examine and audit a Member's records at any time during the period this Agreement is in effect, and during any extensions hereof, and within three years after such Member is no longer a Member of the League Insurance Government Health Team, insofar as the records may relate to the subject matter of this Agreement.

10. Place of Business. The principal place of business for the League Insurance Government Health Team shall be 1335 L Street, Lincoln, Nebraska 68508 or at such other place as determined by the Administrator. Notice provided via United States Postal Service by a member to the League Insurance Government Health Team at this address shall be considered proper notice to the League Insurance Government Health Team and all participating

members of the League Insurance Government Health Team. The Administrator may employ necessary staff for the positions authorized by the Board; the Administrator also may purchase, lease, or rent real or personal property with the approval of the Board in order to carry out the business and purpose of the League Insurance Government Health Team.

11. Conformity with Law. In the event any term or provision of this Agreement is in conflict with the laws and statutes of the State of Nebraska as they now exist or are hereafter amended, this Agreement shall be automatically deemed amended to conform to such laws and statutes.

12. Fiscal Year. For the initial year in which the League Insurance Government Health Team is formed, the fiscal year shall begin on July 1, 2022 and end on September 30, 2022. Thereafter, the League Insurance Government Health Team's fiscal year shall begin on October 1 of each year and end on September 30 of the following year, unless determined otherwise by the Board.

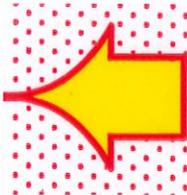
13. Liability. No Member in the League Insurance Government Health Team shall, by reason of this Agreement, have any liability for claims brought by third parties against any other Member. The liability for any claim against a Member shall remain the sole and exclusive liability of the Member.

14. Termination of the Agreement. This Agreement shall terminate upon the occurrence of all of the following events: (a) the League Insurance Government Health Team has dissolved pursuant to Section 7; (b) all amounts owed by the Members have been paid in full; and (c) all amounts owed for claims and other expenses have been paid in full.

15. Execution in Counterpart. This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth in the attached Resolutions and acknowledged below.

MEMBER MUNICIPALITY



Signature: _____

Joel M. Bergman

Title: Mayor

Name of Municipality: City of St. Paul, NE

Date: June 20, 2022

LEAGUE INSURANCE GOVERNMENT HEALTH TEAM

Signature: _____

Chairperson, League Insurance Government Health Team

Date: _____

**LEAGUE INSURANCE GOVERNMENT HEALTH TEAM
MEMBERSHIP AGREEMENT**

This Agreement is entered into by and between the League Insurance Government Health Team (“LIGHT”) and City of St. Paul, NE (the “Member”), a Nebraska employer, for participation in LIGHT and the LIGHT Member Health Plan (the “Plan”), for coverage effective July 1, 2022. Membership in LIGHT shall make health insurance coverage available for the Member’s eligible employees and dependents who participate under the Plan. In consideration of mutual promises, the undersigned parties agree as follows:

Section 1. Membership. The undersigned employer hereby agrees to become a member of LIGHT (a “Member”) upon and subject to the terms and conditions of the League Insurance Government Health Team Interlocal Agreement (the “Interlocal Agreement”), Bylaws of LIGHT, and this Agreement for and during the term of this Agreement.

In order to qualify for membership, the undersigned employer represents that it meets all of the following qualifications:

- (i) Is a city or village in the State of Nebraska;
- (ii) Constitutes an employer as defined under ERISA § 3(5);
- (iii) Employs in the State of Nebraska at least one common law employee;
- (iv) Is a dues-paying member in good standing with the League of Nebraska Municipalities; and
- (v) Elects to participate in the Plan and executes a Plan subgroup application, which is incorporated by this reference.

Section 2. Agreement with Respect to Formation and Existence of LIGHT. The Member acknowledges and agrees that LIGHT is an entity that has been formed by constituent members, and as such, is and shall have such powers as are set forth its Interlocal Agreement and Bylaws.

Section 3. Member Obligations. For and during the Term of this Agreement, the Member agrees as follows:

- (i) To maintain its status as a qualified Member under the provisions of Section 1 of this Agreement and to notify the LIGHT Board of Directors as soon as the Member has knowledge that it no longer meets the qualifications under Section 1 of this Agreement;
- (ii) To comply with the Interlocal Agreement and Bylaws of LIGHT as the same now exist or may from time to time hereinafter be amended;
- (iii) To maintain a membership in good standing with the League of Nebraska Municipalities;
- (iv) To comply with all administrative requirements and procedures of the Plan, including, but not limited to, continuation coverage under state or federal law;
- (v) To notify the insurer timely and accurately within thirty (30) days of any change to the name; address; eligibility for coverage, including, but not limited to, any changes to the eligibility of a Member’s employee who fails to satisfy the “actively-at-work” requirement or minimum weekly working hours

requirement;¹ or other change to enrollment of the Member, the Member's employee, or the Member's employee's dependent;

(vi) To provide any and all data, documents, and information, including enrollment and eligibility information, which LIGHT, its agents, or its consultants may from time to time require in order for LIGHT to administer the Plan;

(vii) To cooperate with LIGHT in all matters related to LIGHT's administration of the Plan including, but not limited to, cooperating with any and all Plan audits by LIGHT or the insurer, and completing any and all certifications received by the Member from LIGHT or the insurer for the purpose of verifying a Member's eligibility, a Member's employee's eligibility, or a Member's employee's dependent's eligibility to participate in the Plan;

(viii) To comply with the terms and conditions of the Plan as the same may from time to time be amended and modified;

(ix) To make payment of premiums and any fees for Plan coverage or operational expenses pursuant to the terms and conditions determined by the insurer for the Plan;

(x) To make payment of any fees approved by the Board to fund the operation of LIGHT;

(xi) To distribute Plan documentation in the manner specified by law, LIGHT, and/or the insurer, as applicable, to Member's employees and dependents. The Member agrees to indemnify LIGHT, the Plan, the insurer and their employees, agents, directors, officers and assigns (collectively, the "Indemnitees") and to hold each of them harmless from any and all liabilities, claims, penalties, tax assessments or other obligations which may arise, directly or indirectly, from the Member's failure to comply with its obligations as set forth in this Section 3(xi);

(xii) To annually sign a subgroup application furnished by the Plan verifying compliance with Plan requirements;

(xiii) To authorize LIGHT to act as the Plan Sponsor for the Plan; and

(xiv) To authorize the League of Nebraska Municipalities to act as the Plan Administrator for the Plan.

Section 4. Services Provided by LIGHT. For and during the Term of this Agreement, LIGHT, acting as the agent for and on behalf of its Members, hereby agrees as follows:

(i) To enter into negotiations with one or more insurance companies for the provision of health, dental, or other insurance coverage;

(ii) To enter into one or more agreements with an insurer for the provision of health, dental, or other insurance coverage and to provide the Member with a copy of each said agreement and all amendments thereto as soon as is reasonably possible following their complete execution; and

(iii) To manage the property, business, and affairs of the Plan, including the administration of the Plan.

¹ The "actively at work" requirement shall be met under the following three circumstances: (1) the employee is actively performing the customary duties, responsibilities, and obligations of the role which the employee is employed to perform; (2) the employee is on leave under the Family and Medical Leave Act (FMLA), whether paid or unpaid; and/or (3) the employee is on an approved paid leave. The minimum weekly working hours requirement is waived for all periods in which the employee is on FMLA leave, but shall apply in all other circumstances, including periods of approved paid leave. Where an employee is on approved paid leave, to meet the minimum weekly working hours requirement, the employee must have available and use paid leave equal to or in excess of such requirement.

Section 5. Term and Termination

Section 5.1 Term. Subject to any Renewal Term(s) and unless sooner terminated as provided below, this Agreement shall be for a term commencing on July 1, 2022, and continuing thereafter until June 30, 2023 (the "Initial Term"). This Agreement shall renew automatically for subsequent one year terms (the "Renewal Term(s)") unless and until (i) a new Agreement is required by LIGHT, (ii) this Agreement is terminated as provided herein, or (iii) notice of non-renewal is provided in accordance with Section 5.2 of this Agreement. The Initial Term and any Renewal Term(s) shall be referred to collectively herein as the "Term" or the "Terms."

Section 5.2 Notice of Non-Renewal. Notwithstanding anything herein to the contrary, the Member may preclude the automatic renewal described in Section 5.1 of this Agreement by providing written notice to LIGHT at least thirty (30) days prior to the commencement of the Renewal Term.

Section 5.3 Termination. This Agreement may be terminated during its Term as follows:

(i) Voluntary Termination. At any time by mutual written consent of each of the parties, and in compliance with any timeframe stipulated by the insurance company providing the policy for health insurance coverage at the time of termination.

(ii) Involuntary Termination. After due notice and hearing, at any time upon the affirmative vote of a majority of LIGHT's Board of Directors in the event the Member fails to pay any contribution or assessment to LIGHT, fails to meet the qualifications of Section 1 of this Agreement, fails to comply with the Member obligations of Section 3 of this Agreement, or fails to comply with the laws of the state, rules of the Nebraska Department of Insurance, or bylaws or Interlocal Agreement of LIGHT.

Section 5.4 Effect of Termination or Expiration on Plan Participation. Participation in the Plan will cease on the date this Agreement terminates or expires. The Member shall remain liable for any costs and obligations incurred by LIGHT while a Member, and for any contractual obligation the Member has entered into with LIGHT on or before the date of termination.

Section 6. Indemnification. The Member hereby agrees to indemnify and hold LIGHT and its officers, directors, employees, agents, and representatives harmless from any and all liabilities, losses, damages, penalties, fines, costs, or expenses (including without limitation court costs and reasonable attorneys' fees) to the extent the same are incurred in connection with any demand, suit, audit, investigation, or other proceeding and arise out of or relate in whole or in part to: (i) any act or omission of the Member or any of its board members, officers, employees, agents, or representatives which occurs in the course of the Member's performance of this Agreement; or (ii) failure by the Member to observe or perform any obligation, undertaking, or agreement required to be observed or performed by the Member pursuant hereto. The Member hereby further agrees to indemnify and hold the Plan, LIGHT, and LIGHT's officers, directors, employees, agents, and representatives harmless from any and all liabilities, losses, damages, penalties, fines, costs, or expenses (including without limitation court costs and reasonable attorneys' fees) to the extent the same are incurred in connection with any demand, suit, audit, investigation, or other proceeding, and arise out of, or relate in whole or in part to, or that occur as a result of the Member's failure to comply with applicable law with respect to the Plan.

Section 7. Budgeting and Finance. The Board of Directors of LIGHT will establish a budget covering the operations of LIGHT each year, on an annual basis. LIGHT intends to obtain the funding for its budget through member fees. The Member acknowledges and agrees that LIGHT may collect such fees to cover its operational expenses in the amount, at the time, and in the manner determined by LIGHT's Board of Directors. To facilitate planning, the estimated amount of funds required annually from each Member will be set by the Board and reflected on Exhibit "A" attached hereto and incorporated by this reference. To the extent the costs and expenses of operating LIGHT are not otherwise paid or provided by these sources, said costs and expenses will be financed by the Members and, unless otherwise agreed in writing, will be prorated based on the ratio of the

Member's number of participating employees receiving coverage under the Plan for the immediately preceding calendar year to the aggregate number of total participating employees receiving coverage under the Plan for such year.

Section 8. Amendment. This Agreement may be modified only by a written amendment duly executed by both the Member and LIGHT. No alteration or variation of the terms and conditions of the Agreement shall be valid or binding unless made in writing and signed by both the Member and LIGHT. Every amendment shall specify the date on which its provisions shall be effective.

Section 9. Assignment. Neither the Member nor LIGHT may assign or transfer any of its or their interest, rights, or duties under this Agreement to any person, firm, or entity without prior written consent of the other party to this Agreement, which consent may be granted or withheld by the other party in its sole discretion. In the absence of such written consent, any such assignment or attempted assignment shall be invalid and shall constitute a breach of this Agreement.

Section 10. Governing Law. This Agreement shall be subject to, governed by, and construed according to the laws of the State of Nebraska.

Section 11. Entire Agreement. This written Agreement represents the entire agreement of the parties with respect to the subject matter hereof, and any prior or contemporaneous representations, promises, or statements by the parties that are not expressly incorporated herein or therein shall not serve to vary, contradict, augment, modify, or supplement the terms set forth in this Agreement.

Section 12. Survival. All rights, remedies, obligations, and all covenants and agreements set forth in this Agreement which by their terms require or contemplate performance which is to extend or occur after the expiration or termination of the Agreement shall survive the termination or expiration of the Agreement and shall remain in effect and be enforceable as between the parties hereto in accordance with the terms.

Section 13. Counterparts. This Agreement may be executed in two (2) counterparts, each of which shall constitute an original, and all shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have signed this Agreement fully intending the same to be binding upon themselves and their respective trustees, receivers, successors and permitted assigns.

Employer Member
City of St. Paul, Nebraska
Name of Employer

League Insurance Government Health Team

By: _____
Signature

By: _____
Signature

Joel M. Bergman, Mayor 6-20-22
Print Name and Title Date

Print Name and Title Date

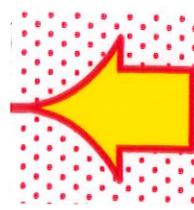


EXHIBIT "A"
Member Fees

Pursuant to Section 7 of this Agreement, Member fees for the Plan Year beginning July 1, 2022 will be zero dollar (\$0.00) per month for each employee covered under the Plan. LIGHT will notify the Members of the amount of the Member fees determined by the Board prior to each subsequent Plan Year.

RESOLUTIONS 2022-7
To Designate Official to Serve on League Insurance Government Health Team (LIGHT)
Board of Directors

WHEREAS, the Municipality has approved and executed the League Insurance Government Health Team Interlocal Agreement (the "Interlocal Agreement") providing for membership in the League Insurance Government Health Team ("LIGHT"); and

WHEREAS, the Interlocal Agreement provides that the initial Board of Directors shall be composed of an elected or appointed official from five municipalities which executed the Interlocal Agreement prior to July 1, 2022, each of whom shall be approved as a Director by the respective governing body of the participating Municipality; and

WHEREAS, the Municipality executed the Interlocal Agreement prior to July 1, 2022; and

WHEREAS, the Municipality desires to approve the following elected or appointed official to serve as a Director of LIGHT:

Name: Joel M. Bergman

Title: Mayor

(the "Approved Municipal Director").

RESOLVED, that the Municipality approves the Approved Municipal Director to serve as a Director of LIGHT pursuant to the terms of the Interlocal Agreement and LIGHT's Bylaws.

Passed and approved this 20 day of June, 2022.

Signature: _____

Title: Mayor

Name of Municipality: _____

Date: _____

Connie Beck

From: Brenda Henning <brendah@lonm.org>
Sent: Wednesday, June 15, 2022 9:27 AM
To: Connie Beck
Cc: Lynn Marienau; Shirley Riley
Subject: Resolution
Attachments: Resolutions to Designate Official for LIGHT Board.pdf

Hi, Connie Jo.

Attached is the Resolution.

Thank you!

Brenda Henning ☺
Membership Services Assistant
League of Nebraska Municipalities
1335 L Street
Lincoln, NE 68508
402-476-2829
402-476-7052 fax
brendah@lonm.org
www.lonm.org

Connie Beck

From: L. Lynn Rex <LynnR@lonm.org>
Sent: Thursday, June 9, 2022 4:18 PM
To: Admin. /Clerk/Treasurer Lisa Schroedl (admin@cityofainsworth.com); Jessica Miller (cityclk@almacity.com); Sherry Heskett (sherryh@auburn.ne.gov); Ronni Harding - Village of Bartley (villageofbartley@swnebr.net); Kristy Beard (cityclerk@bassettnebr.com); Joan Lindgren - Village of Ceresco (jlindgren@cerescone.com); Chris Shuck (cityofedgar@yahoo.com); Beth Bonderson - Emerson (emersonoffice70@gmail.com); Courtney Salmon - Fairmont (fairmontnebraska@gmail.com); Alicia Koziol (clerk@fortcalhoun.org); Clerk/Treasurer Shelby Morrison (shelby@villageofhershey.com); June Went (clerk@cityofhumphrey.com); Mark McCoy (laurelca@abbnebraska.com); Kelli Dickes (clerk@madison-NE.com); Sandy Kruml (skruml@ordne.org); Renee Johansen (clerk@cityofosceola.net); Clerk/Treasurer Joan Hultquist (vor68055@gmail.com); Elmer Armstrong (clerk@scribner-ne.gov); Connie Beck; Zach Dolen (wakeclerk@abbnebraska.com); wilber@diodecom.net; Stephanie James (citywisnersteph@gmail.com); Clerk Sandy Meyer (smeyer@plattsmouth.org); Goulette Thomas (cityadmin@westpointne.gov); Clerk Mary Kempf (cityclerk@westpointne.gov); Quady Jessica (cityadmin@ashland-ne.com); Clerk Brenda Wheeler (brwheeler@blairnebraska.org); Blecke Wes (wblecke@cityofwayne.org); Clerk Betty McGuire (betty@cityofwayne.org)
Cc: Lambert Paul (mayor@plattsmouth.org); Deb VanMatre; Seeman Marlin (mayorseeman@cityofaurora.org); Livingston Dwight (dwright.livingston400@gmail.com); Michelle L. Sitorius; Dennis Maggart; Jane Limbach; Shirley Riley; Brenda Henning
Subject: LIGHT: DRAFT Bylaws
Attachments: LIGHT DRAFT Bylaws.pdf

Draft
By-laws

Thanks to those of you who already emailed Shirley, Brenda or me copies of your signed **Resolution, Interlocal Agreement** and **Membership Agreement** to officially join LIGHT before July 1.

A few municipal officials requested a copy of the **DRAFT Bylaws** which will be considered for approval by the LIGHT Board of Directors at its first meeting. **Your city council or village board does not need to approve the DRAFT Bylaws (attached).**

Thanks to **Michelle Sitorius** of Cline Williams for her expertise, patience and countless hours working with us to develop these critically important documents. She is the legal counsel for several association health plans (AHPs); the LIGHT Board of Directors will be considering an agenda item at its first meeting to select her as LIGHT's Legal Counsel.

Thank you again for your participation in LIGHT. Have a great day!

L. Lynn Rex
Executive Director
League of Nebraska Municipalities
1335 L Street
Lincoln, NE 68508
Phone: 402-476-2829
Fax: 402-476-7052

**BYLAWS OF
LEAGUE INSURANCE GOVERNMENT HEALTH TEAM**

In accordance with the Interlocal Cooperation Act, Neb. Rev. Stat. §§ 13-801 et seq. (“ICA”) and, if applicable, the Intergovernmental Risk Management Act, Neb. Rev. Stat. §§ 44-4301 et seq. (“IRMA”), certain Nebraska cities and villages have formed an interlocal entity pursuant to the League Insurance Government Health Team Interlocal Agreement (the “Interlocal Agreement”). Pursuant to the Interlocal Agreement and Nebraska law, the Directors hereby adopt the Bylaws of League Insurance Government Health Team (“LIGHT”), effective June 24, 2022, to provide as follows:

Article I. Purpose

The purpose or purposes for which LIGHT is organized is to enter into and maintain one or more welfare benefits plan insurance contracts, including a health insurance contract, for the benefit of employers who are members of the League of Nebraska Municipalities (the “League”) and the covered employees and beneficiaries of those employers.

Article II. Offices

The principal office of LIGHT will be designated by the LIGHT Administrator or its designee. The initial principal office will be located at 1335 L Street, Lincoln, NE 68508. LIGHT may have such other offices, within the State of Nebraska, as the LIGHT Administrator or its designee may determine.

Article III. Members

Section 1. Membership. In order to qualify for membership in LIGHT (a “Member”), a city or village of the State of Nebraska must: (a) be a dues-paying member of the League, (b) meet the requirements set forth in the Interlocal Agreement and the League Insurance Government Health Team Membership Agreement (the “Membership Agreement”), and (c) execute the Interlocal Agreement and Membership Agreement.

Section 2. Termination of Membership. A Member may voluntarily terminate its participation in LIGHT by giving written notice of termination to LIGHT prior to the desired termination date and in compliance with the timeframe stipulated by the insurance company providing the policy for health insurance coverage at the time of termination.

Membership may be involuntarily terminated if the Member: (a) has failed to pay any contribution or funds due to LIGHT, (b) has failed to discharge any other obligation it owes to LIGHT, or (c) has failed to comply with any laws of this state, any rules or regulations adopted and promulgated by the Nebraska Department of Insurance, or any bylaw of LIGHT. A Member will be given due notice of the reasons for the termination and a hearing before the LIGHT Board of Directors (or relevant regulatory authority) prior to the termination.

Article IV. Members’ Meetings

Section 1. Annual Meetings. The annual meeting of LIGHT’s Members shall be held in conjunction with the annual meeting of the League, at such time and place as shall be determined by the LIGHT Chairperson, or at such other time or place as shall be determined by the LIGHT Chairperson for the purpose of transacting any and all business authorized to be transacted by the Members. Members may participate in the annual meeting of the members to the extent permitted by Nebraska law or permitted by the Open Meetings Act, Neb. Rev. Stat. §§ 84-1407 et seq. (the “Open Meetings Act”). The first annual meeting of LIGHT’s Members shall be in 2023.

Section 2. Special Meetings. Special meetings of the Members shall be held whenever called by the LIGHT Administrator or its designee, upon written request by the Chairperson, Vice Chairperson, or a majority of the Board of Directors.

Section 3. Notice of All Meetings. Notice of all meetings shall be given by the LIGHT Administrator or its designee in a manner that is consistent with the Open Meetings Act.

Section 4. Quorum. The Members with a Voting Member present at a duly-called Members' meeting constitute a quorum for action on a matter, even if the number of Voting Members present is less than a majority of the total number of Members. However, voting at an annual or other Members' meeting shall be limited to matters described in the meeting notice.

Section 5. Majority Vote. Unless these Bylaws specify a required voting percentage on a certain matter, all other matters shall be decided by a majority of the eligible votes cast at any meeting.

Section 6. Designation of Voting Member. Each Member who is eligible to execute the Interlocal Agreement and who has executed the Interlocal Agreement will be a Voting Member. An officer, manager, director, member, official, or employee of the Voting Member may act as the Voting Member's representative at the meeting (the "Representative"). Any such Representative entitled to cast the vote for the Voting Member shall be designated by a resolution or motion of the respective governing body of the Voting Member, which shall authorize its Representative to cast votes for the Voting Member. Such designation shall be valid until revoked or until superseded by a subsequent resolution or motion of the governing body of the Voting Member.

Section 7. Votes. Votes must be cast by the designated Representative of the Voting Member and may not be cast by proxy.

Section 8. Record Date. If no record date is set by the Board of Directors, the date on which the notice of the Members' meeting is mailed shall be deemed the record date for the determination of Voting Members entitled to vote. Cities or villages becoming Members after the record date shall not be entitled to notice or to vote.

Article V. Board of Directors

Section 1. Eligibility and Authority. All powers of LIGHT will be exercised by or under the authority of, and the affairs of LIGHT will be managed under the direction of, its Board of Directors.

Section 2. Delegation of Authority to LIGHT Administrator. The Board of Directors shall establish the duties and responsibilities of the LIGHT Administrator and any delegation of the Board of Directors' duties to the LIGHT Administrator or its designee, including signing certain contracts.

Section 3. Number and Qualification. The business and affairs of LIGHT will be managed by a quorum of the Board of Directors. The Board of Directors shall consist of at least five (5) directors but no more than fifteen (15) directors. All Directors must be an elected or appointed official of a Member, and approved as a candidate for and a member of the Board of Directors by the governing body of the participating Member. Although the number and qualifications of the Directors may be changed from time to time by amendment to these Bylaws, no change will affect the incumbent Directors during the terms for which they were elected. The number of Directors and the duration of their terms may be changed by the Members by a majority of the votes cast at a Members' meeting. In addition, the Board of Directors shall include the Executive Director of the League as an ex-officio, non-voting member.

Section 4. Election of Directors. The initial Board of Directors shall be composed of an elected or appointed official from five municipalities which executed the Interlocal Agreement prior to July 1, 2022, each of whom shall be approved as a Director by the respective governing body of the participating Member. These Directors will hold office until the commencement of the term for their successors who are elected at the 2023 annual Members' meeting, unless their service is ended earlier because of death, resignation, or removal. Members of LIGHT will elect a new Board of Directors at the 2023 annual meeting. Except for the initial directors, the election of Directors shall be conducted in the following manner:

(a) Except as provided to the contrary in these Bylaws, election of Directors shall be held on an annual basis at the annual Members' meeting. Nominations for Board of Directors positions may be submitted by either the Nominating Committee or by petition of ten percent (10%) of the Members. Nominations must be submitted to the LIGHT Administrator or its designee at least 30 days prior to the respective annual Members' meeting.

(b) Election shall be by a majority of the votes cast at the annual Members' meeting. Each Member shall be entitled to cast his/her vote for as many nominees as there are positions to be filled.

(c) Vacancies in the Board of Directors occurring between annual elections shall be filled by the remaining Directors upon the recommendation of the LIGHT Administrator or its designee.

Section 5. Term of Directors. The initial Directors shall serve an initial, partial term until December 31, 2022, and shall begin a new term on January 1, 2023. Thereafter, Directors will serve for a term of three (3) years, with expirations staggered to result in approximately one-third of the Directors' terms expiring each year, if possible. Terms of office shall commence on January 1st of the first year of the term and conclude on December 31st of the last year of the term. No Director shall be elected for more than two (2) consecutive full terms and thereafter shall not be eligible for re-election for a period of one (1) three-year interval.

Section 6. Removal of Directors. Removal of a Director by the Board of Directors may occur if the Board of Directors finds that: (a)(i) the Director engaged in fraudulent or dishonest conduct, or (ii) the Director engaged in a gross abuse of authority or discretion in relation to LIGHT, and (b) removal of the Director is in the best interest of LIGHT.

Section 7. Resignation of Directors. Any Director may resign anytime by delivering written notice of such resignation to the Board of Directors, the Chairperson, or the LIGHT Administrator or its designee. Such resignation is effective when delivered, unless the notice specifies a future effective date. If a resignation is made effective at a future date, the Board of Directors may fill the pending vacancy, upon a recommendation of the LIGHT Administrator or its designee, before the effective date if the Board of Directors provides that the successor does not take office until the effective date. Any successor Director so approved by the Board of Directors will hold office for the balance of the term of the Director he or she replaced.

Section 8. Board of Directors Meetings. Meetings of the Board of Directors will be held pursuant to the Open Meetings Act. When possible, such meetings shall be held in conjunction with meetings convened by the League for League members. Such meetings of the Board of Directors may be called by the Chairperson, LIGHT Administrator or its designee, or fifty percent (50%) of the Directors then in office.

Section 9. Emergency Meetings. When it is necessary to hold an emergency meeting, the nature of the emergency shall be stated in the minutes and any formal action taken in such meeting shall pertain only to the emergency. Such meetings shall be held in accordance with the Open Meetings Act.

Section 10. Notice of Meetings. Except for emergency meetings, notice of meetings of the Board of Directors will be given in accordance with the Open Meetings Act and, if possible, be preceded by at least two (2) days' notice to each Director. Such notice shall be given in writing by one or more of the following methods: (a) mailed prepaid, by United States mail to such Director's mailing address as it appears in the records of LIGHT, (b) hand delivered, or (c) provided by e-mail or similar electronic delivery.

Section 11. Chair. At all meetings of the Board of Directors, the Chairperson shall serve as the Chair of the meeting, or in his or her absence or inability, the Vice Chairperson, or, in both their absence and inability, a presiding officer chosen by those Directors present will preside.

Section 12. Quorum. At all meetings of the Board of Directors, a majority of the Directors will be necessary and sufficient to constitute a quorum and for the transaction of business. The affirmative vote of a majority of Directors is the act of the Board of Directors, except as may be otherwise specifically provided by statute or by the Interlocal Agreement or by these Bylaws.

Section 13. Compensation. Directors will not receive any stated compensation for their services as Directors, except the Board of Directors may reimburse Directors for direct expenses that: (a) are incurred in (i) attending meetings of the Board of Directors that are not held in conjunction with a League meeting, or (ii) performing other authorized services as a Director; and (b) are not reimbursed to him or her by any other public agency.

Section 14. Loans to Officers and Directors. LIGHT will not lend money to nor guarantee the obligation of any Director or officer of LIGHT.

Article VI. Committees of the Board of Directors

Section 1. Executive Committee. The Board of Directors may, by motion passed by a majority of the total number of Directors, designate three or more members of the Board of Directors to constitute an Executive Committee, which to the extent permitted by law, shall have and may exercise such powers of the Board of Directors in the management of the business and affairs of LIGHT, as shall be delegated to them.

Section 2. Nominating Committee. The Nominating Committee will solicit, evaluate, and bring forth the names of elected or appointed officials of Members to fill positions on the Board of Directors. The Nominating Committee will consist of not less than three members of the Board of Directors. In addition, the Nominating Committee shall include the Executive Director of the League as an ex-officio, non-voting member.

Section 3. Other Committees. Other committees not having and exercising the authority of the Board of Directors in the management of LIGHT may be designated by the Chairperson and approved by the Board of Directors.

Section 4. Chairperson. One member of each committee will be appointed chairperson by the Board of Directors.

Section 5. Rules. Each committee may adopt rules for its own governance consistent with these Bylaws or with rules adopted by the Board of Directors which are consistent with the Open Meetings Act.

Article VII. Powers and Duties of the Board of Directors

Section 1. Powers and Duties of the Board of Directors. All of the powers and duties of LIGHT existing under Nebraska law shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by Members who are entitled to vote when such vote is specifically required.

Section 2. Welfare Benefits Plan Contracts. LIGHT will negotiate and enter into and maintain one or more welfare benefits plan insurance contracts, including a health insurance contract, for the provision of welfare benefits for Members and their covered employees and beneficiaries. LIGHT has the sole right to amend or to terminate these contracts.

Section 3. Fees. The Board of Directors may make and collect fees from Members to defray the costs and expenses of LIGHT. The Board of Directors may allocate or apportion to particular Members such costs and expenses as may be appropriate; and to make fees consistent with such allocation or apportionment.

Section 4. Disbursements. The Board of Directors shall use the proceeds of such fees in the exercise of its powers and duties.

Section 5. Employees. The Board of Directors shall have the authority to determine the number of personnel positions and to employ or to contract for such personnel on a regular or intermittent basis, full or part time, as the Board of Directors deems necessary in the fulfillment of the responsibilities set forth herein. The Board of Directors shall have the authority to fix compensation for such employees or contractors. The Board of Directors shall also have the authority to terminate or replace such employees or contractors, when, in the judgment of the Board of Directors, such action is warranted. The Board of Directors may delegate such authority relating to hiring, terminating, or replacing such employees or contractors to the LIGHT Administrator or its designee.

Article VIII. Officers

Section 1. Number and Qualification. The officers of LIGHT will include a Chairperson, a Vice Chairperson, and such other officers as may be elected in accordance with the provisions of this Article. The Board of Directors may elect or appoint such other officers as it deems desirable, such officers to have the authority, and to perform the duties prescribed, from time to time, by the Board of Directors. Any two (2) or more offices may be held by the same person. The Chairperson and Vice Chairperson will also serve on the Board of Directors. In no event shall the Executive Director of the League be eligible to serve as the Chairperson, Vice Chairperson, or as any other officer of LIGHT.

Section 2. Election and Term of Office. The officers of LIGHT will be elected annually for a one-year term by the Board of Directors at a meeting of the Board of Directors. New officers may be created and filled at any meeting of the Board of Directors. Each officer will hold office until his or her successor has been duly elected.

Section 3. Resignation of Officers. An officer may resign at any time by delivering written notice to the Chairperson or the LIGHT Administrator or its designee. Such resignation is effective when the notice is delivered unless the notice specifies a future effective date. If a resignation is made effective at a future date and LIGHT accepts the future effective date, the Board of Directors may fill the pending vacancy, upon a recommendation of the LIGHT Administrator or its designee, before the effective date if the Board of Directors provides that the successor does not take office until the effective date. Any

successor officer so approved by the Board of Directors will hold office for the balance of the term of the officer he or she replaced.

Section 4. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification, or otherwise may be filled by the Board of Directors, upon a recommendation of the LIGHT Administrator or its designee, for the unexpired portion of the term.

Section 5. Chairperson. The Chairperson will be the principal executive officer of LIGHT and will in general supervise and control all of the business and affairs of LIGHT. He or she will preside at all meetings of the Board of Directors. He or she may sign, with any other proper officer of LIGHT authorized by the Board of Directors, any deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof are expressly delegated by the Board of Directors or by these Bylaws or by statute to some other officer or agent of LIGHT or the LIGHT Administrator; and in general he or she will perform all duties incident to the office of Chairperson and such other duties as may be prescribed by the Board of Directors from time to time.

Section 6. Vice Chairperson. In the absence of the Chairperson or in the event of his or her death, inability or refusal to act, the Vice Chairperson will perform the duties of the Chairperson, and when so acting, will have all the powers of and be subject to all the restrictions upon the Chairperson. The Vice Chairperson will perform such other duties as from time to time may be assigned by the Chairperson or by the Board of Directors.

Section 7. Removal of Officers. Any officer elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interests of LIGHT would be served thereby.

Article IX. Meetings by Virtual Conferencing

To the fullest extent permitted by law, members of the Board of Directors may participate in any meeting of the Board of Directors by means of virtual conferencing. Virtual conferencing means conducting or participating in a meeting electronically or telephonically with interaction among participants as required by law. Participation by such means will be subject to the Open Meetings Act.

Article X. Indemnification

Any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, other than an action by or in the right of LIGHT, by reason of the fact that he or she is or was a Director, officer, employee, or agent of LIGHT, or is or was serving at LIGHT's request as Director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, will be and hereby is indemnified, against all expenses, including attorneys' fees, judgments, fines, and amounts paid in settlement, actually and reasonably incurred by him or her in connection with such action, suit, or proceeding if:

- (1) He or she acted in good faith, and
- (2) He or she reasonably believed: (a) in the case of conduct in his or her official capacity with LIGHT, that his or her conduct was in LIGHT's best interests; and (b) in all other cases, that his or her conduct was at least not opposed to LIGHT's best interests.

(3) In the case of any criminal proceeding, he or she had no reasonable cause to believe his or her conduct was unlawful.

The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or a plea of *nolo contendere* or its equivalent, will not, of itself, create a presumption that the person did not meet the standard of conduct described in this Article. However, no indemnification will be made in respect to any claim, issue, or matter by or in the right of LIGHT in which such person is adjudged liable to LIGHT or in connection with any other proceeding charging improper personal benefit to such person, whether or not involving action in his or her official capacity, in which such person is adjudged liable on the basis that personal benefit was improperly received by such person.

To the extent that a Director, officer, employee, or agent of LIGHT has been successful on the merits, or otherwise, in defense of any action, suit, or proceeding referred to in this Article, or in defense of any claim, issue, or matter therein, he or she will be indemnified against all expenses, including attorneys' fees, actually and reasonably incurred by him or her in connection therewith.

The indemnifications provided in these Bylaws for Directors, officers, employees, and agents are directly created and accorded without the need of any affirmative act on the part of the Directors, officers, employees, or agents, and, subject to the conditions and limitations of this Article, such indemnification rights may be asserted and proceeded upon by any Director, officer, employee, or agent whenever the need arises.

LIGHT may, and in the case of a Director or officer, shall, pay expenses incurred in defending a civil or criminal action, suit, or proceeding in advance of the final disposition of such action, suit, or proceeding upon (1) a determination by the Board of Directors that the Director, officer, employee, or agent met the standard of conduct described in this Article; (2) a written undertaking by such person to repay such amount; and (3) a determination that the facts then known to those making the determination would not preclude indemnification under any applicable statute.

To the extent permitted by law, LIGHT may have the power to purchase and maintain insurance on behalf of any person who is or was a Director, officer, employee, or agent of LIGHT against any liability asserted against him or her and incurred in such a capacity or arising out of his or her status as such, whether or not LIGHT would have the power to indemnify him or her against such liability.

The indemnification of officers, employees, and agents will occur without further action of the Board of Directors. Indemnification of a Director will occur after a determination that indemnification is permissible under this Article X by a majority vote of a quorum of the Board of Directors consisting of Directors not at the time parties to the proceeding.

Indemnification will not be deemed exclusive of any other rights to which those indemnified may be entitled under any bylaw, agreement, vote of disinterested Directors, or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office, and will continue as to a person who has ceased to be a Director, officer, employee, or agent, and will inure to the benefit of the heirs, executors, and administrators of such person.

Article XI. Contracts, Checks, Deposits, and Funds

Section 1. Contracts. The Board of Directors may authorize any officer or officers, agent or agents of LIGHT, or the LIGHT Administrator or its designee, in addition to the officers so authorized by these Bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of LIGHT, and such authority may be general or confined to specific instances.

Section 2. Checks, Drafts, and Orders for the Payment of Money. All checks, drafts, or orders for the payment of money, notes, or other evidences of indebtedness issued in the name of LIGHT, will be signed by such officer or officers, agent or agents of LIGHT, or the LIGHT Administrator or its designee, and in such manner as will from time to time be determined by resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instruments will be signed by the Chairperson and countersigned by the Vice Chairperson of LIGHT.

Section 3. Deposits. All funds of LIGHT will be deposited from time to time to the credit of LIGHT in such banks, trust companies, or other depositories as the Board of Directors may select.

Section 4. Gifts. The Board of Directors may accept on behalf of LIGHT any contribution, gift, bequest, or devise for the general purpose or for any special purpose of LIGHT.

Article XII. Conflicts of Interest

Every member of the Board of Directors, elected or appointed officials or employees, contractors, or agents representing LIGHT shall be requested annually to complete and sign a conflict of interest questionnaire that meets the requirements of the Nebraska Department of Insurance or other applicable regulatory entity.

Article XIII. Dissolution

All Members of LIGHT will be deemed expressly to have consented and agreed that upon such dissolution or winding up of the affairs of LIGHT, after all debts have been satisfied, any remaining assets of LIGHT will be distributed, transferred, conveyed, delivered, and paid over to its Members in the manner determined under the Interlocal Agreement.

Article XIV. Records

LIGHT will keep correct and complete records of account and will also keep minutes of the meetings of its Board of Directors, Members' meetings, and other minutes as required by law or these Bylaws. All records of LIGHT may be inspected by any Director, or his agent or attorney, for any proper purpose at any reasonable time.

Article XV. Fiscal Year

For the initial year in which LIGHT is formed, the fiscal year shall begin on July 1, 2022 and end on September 30, 2022. Thereafter, the fiscal year of LIGHT shall begin on October 1 and end on September 30.

Article XVI. Defined Terms

Terms contained herein shall have the same meaning as in the Interlocal Agreement, unless defined otherwise.

Article XVII. Amendments to Bylaws

The Board of Directors shall have the power to amend the Bylaws of LIGHT unless the amendment relates to the number of Directors, the composition of the Board of Directors, the term of office of the Directors, or the method or way in which Directors are elected or selected.

Dated: June 24, 2022

By: _____
_____, Chairperson

interest rate by NE State Statute 45-104.01. The assessment can be paid monthly, annually or in full at any time.

After a brief narrative from Council member Schmid regarding selling City bricks, Council member Thompson moved to approve selling the City bricks to individuals or non-profit organizations that live in St Paul. The bricks will be 20¢ for individuals and free for non-profit organizations; the bricks need to be picked up at the City lagoon area between 8:30 a.m. to 3:30 p.m. A liability waiver must to be signed at the City Office prior to collecting the bricks. Council member Schmid seconded the motion. Council members Kowalski, Thompson, Schmid & Feeken voted aye, nays none. Motion carried 4/0. Contact the City Office prior to picking up the bricks or if you have any questions. There was a brief discussion on utilizing the bricks for the Downtown Revitalization (DTR) project or for a City welcome sign.

Grover Cleveland Alexander (GCA) President Brandon Nowak was present to discuss the GCA Day "operation" and "fireworks" funding, along with street closings. Mr. Nowak stated that Grover Cleveland Alexander (GCA) Days is a great time to "showcase" St. Paul.

Council member Feeken moved to approve the Grover Cleveland Alexander (GCA) Day committee requesting "operation" funding in the amount of \$3,000 to be absorbed by the Keno funds; this will be utilized for GCA Days and the 150th Celebration of St. Paul and Howard County. Council member Thompson seconded the motion. Council members Kowalski, Thompson, Schmid and Feeken voted aye, nays none. Motion carried 4/0.

Council member Thompson moved to approve the Grover Cleveland Alexander (GCA) Day committee requesting fireworks funding in the amount of \$4,000 to be absorbed by Keno funds. The fireworks will be on Friday, July 9, 2021 beginning at 8:00 p.m. at 4th and Indian Streets (East of swimming pool). Rain date is scheduled for Sunday, July 11, 2021. Council member Kowalski seconded the motion. Council members Kowalski, Thompson, Schmid & Feeken voted aye, nays none. Motion carried 4/0.

Council member Schmid moved to approve the Grover Cleveland Alexander (GCA) Day closure of streets on Friday, July 9, 2021 and Saturday, July 10, 2021: (1) 4th Street between Howard Avenue and Jay Streets and (2) Indian Street between 4th and 6th Streets. Council member Thompson seconded the motion. Council members Kowalski, Thompson, Schmid & Feeken voted aye, nays none. Motion carried 4/0.

St. Paul Civic Center Director Sarah Townsend was present for the discussion of purchasing a refrigerator for the Civic Center concession stand. Mrs. Townsend and others considers it a necessity, due to having the new bleacher seating, along with many activities taking place in the facility. Council member Schmid moved to approve the St. Paul Civic Center purchasing a single glass door merchandiser refrigerator, costing between \$500 to \$1,200, along with the stipulation that the Civic Center Advisory Committee approves the purchase. Council member Thompson seconded the motion. Council members Kowalski, Thompson, Schmid & Feeken voted aye, nays none. Motion carried 4/0.

Prior to the approval of the Consent Agenda, there was a brief discussion on Zoning Permit Application 2021-5 pertaining to a replacement of an existing fence. Planning Commissioner

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

Monday, April 5, 2021

A meeting of the Mayor and City Council of the City of St. Paul, Nebraska was held at City Hall in said City on Monday, April 5, 2021 at 7:00 p.m. Present were Mayor Joel M. Bergman and Council members Katie Kowalski, Jerry Thompson, Chuck Schmid & Mike Feeken. Absent: None. Notice of the meeting was given in advance thereof by publication in the Phonograph Herald, a legal newspaper published in said City and County. Notice of the meeting was also posted in four (4) public places. Notice of this meeting was communicated in the advance notice. All proceeds thereafter shown were taken while the convened meeting was opened to the attendance of the public.

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

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

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

PUBLIC HEARING: Mayor Bergman opened a public hearing at 7:03 p.m. regarding the consideration of adopting the levy of special assessment, along with setting an interest rate for Street Improvement District 2014-1 (Howard Avenue) and Street Improvement Projects 2020-1 ("M" Street); 2020-2 (Paul Street); and 2020-3 (Kendall Street East).

St. Paul Swimming Pool Manager Kristy Smith was present to discuss the 2021 Swimming pool wages; admission fees; opening/closing hours; aerobics class; and concessions. It was also stated by St. Paul Pool Manager Smith that she wanted to follow the Wood River Municipal pool contract form and the admission rates. There are no restrictions to the Directed Health Measures (DHM) guidelines at this time; therefore, the swimming pool will go back to normal business with minimal changes. A lengthy discussion ensued regarding the increase of

City of St. Paul, Nebraska
HOLD HARMLESS AGREEMENT

For Taking Bricks from City Property

Name _____

Address _____

City, State, Zip Code _____

Telephone Number _____

The above named individual/organization in return for permission to remove bricks from City property agrees to indemnify and hold harmless the City of St. Paul, Nebraska and any employee thereof from all suits, claims and actions for damages of every type or description brought or claimed against the City and its employees for or on account of any injury or damage to person or property received or sustained by any party or parties, by or from any of the acts or omissions or through the negligence of said individual/organization, and his/her/its agents or employees, which arise out of the circumstances of sorting through, taking, and/or removing bricks from City property.

Dated: _____

Signature

Please Note:

The cost of \$.20 per brick plus tax must be paid at the City office the same day that the bricks are taken.

City of St. Paul
Receipts

Date	From	Account	Description & Breakdown	Amount	
5/4/2022	City of St Paul-C. Hamilton		Prin \$31.00 Int 9.00	40.00	
5/5/2022	Quick Med Claims		St Paul Rescue	168.12	ACH
5/9/2022	State of NE		May 2022 Hwy Alloca	27,714.26	ACH
5/9/2022	City of St Paul-James Lurz	Paving	Prin \$333.47 Int \$583.10	916.57	
5/10/2022	City of St Paul-	Liquor License	Kwik Stop	100.00	
5/11/2022	St Paul Rescue		Omaha VA med Center	863.00	ACH
5/11/2022	BCBSNE		St Paul Rescue	464.75	ACH
5/12/2022	Wisconsin Phy Serv		HCCLAIMPMT	2,335.44	
5/13/2022	Quick Med Claims, LLC		St Paul Rescue	873.26	ACH
5/16/2022	Howard County Treasurer	VP Bond	Collections	63,055.74	
5/16/2022	Howard County Treasurer		Collections	241,929.51	
			General \$47,964.53		
			Fire 9,557.56		
			Police 97,965.02		
			Cemetery 9,557.56		
			Pool 21,504.52		
			Park 21,504.52		
			Recreation 2,389.39		
			Library 26,283.30		
			Senior Center 2,389.39		
			Streets 2,813.72		
5/16/2022	City of St Paul-Mark Starkey	Water	Prin \$51.27 Int \$1.39	105.32	
		Sewer	Prin \$51.26 Int \$1.40		
5/17/2022	City of St Paul-Brad Lassen	Paving	Prin \$220.10 Int \$91.26	311.36	
5/17/2022	City of St. Paul-Paul Scarborough	Paving	Prin \$76.51 Int \$31.59	108.10	
5/18/2022	City of St Paul-	VP Bond	Goodenberger	65.00	
			Wtr Prin \$23.20 Int \$2.80		
			Swr Prin \$34.80 Int \$4.20		
5/19/2022	Wisconsin Phy Serv		HCCLAIMPMT	357.98	ACH
5/19/2022	Bankers Fidelity		HCCLAIMPMT	117.15	ACH
5/20/2022	State of NE		March 2022 Sales Tax	35,438.46	
5/20/2022	City of St Paul-Alice Osterman	Paving	Prin \$65.59 Int \$34.41	100.00	

City of St. Paul
Receipts

5/23/2022	Wisconsin Phy Serv		HCCLAIMPMT	369.59	ACH
5/24/2022	Wisconsin Phy Serv		HCCLAIMPMT	1,965.46	ACH
5/14/2022	Quick Med Claims, LLC		St Paul Rescue	475.36	ACH
5/24/2022	State of NE	956 13th Ave	State Payment	36.78	ACH
5/24/2022	State of NE		SRF Fds expended 16.1%	521,059.00	ACH
5/25/2022	Wisconsin Phy Serv		HCCLAIMPMT	380.17	ACH
5/25/2022	City of St Paul	Paving	Prin \$390.66 Int \$165.14	555.80	
5/31/2022	Homestead Bank Interest on 300100027			7.17	
Other Accounts:					
5/2/2022	City Office - State of Nebraska - to Light 300-504-981 - North Yards Rent			250.00	
5/16/2022	City Office - St. Paul Keno to Keno 300-504-409			11,726.17	
	City Office - U-Betcha Auto payment to Sales Tax 300-504-420				
	City Office - Herv's Transmission payment to Sales Tax 300-504-420				
	City Office - L & M Enterprises payment to Sales Tax 300-504-420				
5/2/2022	City Office- Teresa's Floral to REDLG 300-301-465		Prin \$249.08 Int \$22.40	271.48	
5/2/2022	City Office - Vogel payment to REDLG 300-301-465		Prin \$1156.50 Int \$94.50	1,251.00	
5/9/2022	City Office - Howard County Medical Center payment to REDLG 300-301-465		Principal	5,000.00	
	City Office - C. Hamilton payment to P.I. 300-504-681				
	City Office - Starkey payment to P.I. 300-504-684				
5/20/2022	City Office - Bed Head Coffee payment to Sales Tax 300-504-420		Prin \$464.62 Int \$185.38	650.00	
	City Office - Alice Osterman payment to P.I. 300-504-684				
	City Office - Northrup's payment to Sales Tax 300-504-420				
	City Office - Creative Hands payment to Sales Tax 300-504-420				
	City Office - Escape Tanning payment to Sales Tax 300-504-420				
	City Office - Secure Storage payment to P.I. 300-504-684				
5/11/2022	City Office - County Cage payment to Sales Tax 300-504-420	LB840	Prin \$465.80 Int \$109.20	575.00	
5/9/2022	City Office - Bootlegger payment to REDLG 300-301-465	REDLG	Prin \$1253.47 Int \$175.15	1,428.62	
5/9/2022	City Office - Bootlegger payment to Sales Tax 300-504-420	LB840	Prin\$783.46 Int \$109.43	892.89	
5/3/2022	City of St Paul- Elmwood Cemetery Perpetual Care 75-312-2		Perpetual care	500.00	
5/10/2022	City of St Paul- Elmwood Cemetery 75-312-2		Doug & Marty Fousek	25.00	
5/16/2022	Howard County Treasurer-TIF Excess Prairie Falls #8652 303-505-036			1,125.80	
5/16/2022	Howard County Treasurer-TIF ExcessDalton Meadows #8653 303-505-036			3,054.07	
5/16/2022	Howard County Treasurer-TIF Excess Dalton Meadows #8654 303-505-036			2,701.94	

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City of St. Paul
Receipts

5/16/2022	Howard County Treasurer-TIF Excess Dalton Meadows #8655 303-505-036			3,096.64
5/16/2022	Howard County Treasurer-TIF Excess Dalton Meadows #8656 303-505-036			2,454.07
5/16/2022	Howard County Treasurer-TIF Excess Prairie Falls #8657 300-505-036			2,557.84
5/16/2022	Howard County Treasurer-TIF Excess Dalton Meadows #8658 303-505-036			3,403.72
5/16/2022	Howard County Treasurer-TIF Excess Praire Falls #8659 300-505-036			726.75
5/16/2022	Howard County Treasurer-TIF Excess Dalton Meadows #8660 303-505-036			2,211.09
5/16/2022	Howard County Treasurer-TIF Excess Bed Head Coffee #8661 303-505-036			117.30
5/16/2022	Howard County Treasurer-TIF Excess Prairie Falls #8662 303-505-036			3,427.67
5/16/2022	Howard County Treasurer-TIF Excess Prairie Falls #8663 303-505-036			148.44
5/16/2022	Howard County Treasurer-TIF Excess Dalton Meadows #8664 303-505-036			2,623.79
5/16/2022	Howard County Treasurer-TIF Excess Dalton Meadows #8665 303-505-036			3,176.67
5/16/2022	Howard County Treasurer-TIF Excess Dalton Meadows #8667 303-505-036			1,422.59
5/16/2022	Howard County Treasurer-TIF Excess Prairie Falls #8668 300-505-036			21.45
5/16/2022	City of St Paul-Park Improvements Savings #772-682		Aluminum Cans	351.20
5/31/2022	Homestead Bank - Interest on City Sales Tax Checking 300-300-277			0.41
5/31/2022	Homestead Bank - Interest on St. Paul Civic Center Checking 300-300-749			0.04
5/31/2022	Homestead Bank - Interest on City REDLG 300-301-465			0.53
5/31/2022	Homestead Bank - Interest on American Rescue Plan (ARP) Funds 300-303-057			1.81
5/31/2022	Homestead Bank - Interest on Water MMDA 300-504-189			0.06
5/31/2022	Homestead Bank - Interest on Keno MMDA 300-504-409			6.55
5/31/2022	Homestead Bank - Interest on Sales Tax P.I. 300-504-420			24.45
5/31/2022	Homestead Bank - Interest on Pool Construction MMDA 300-504-442			0.61
5/31/2022	Homestead Bank - Interest on Premium Investment 300-504-684			0.13
5/31/2022	Homestead Bank - Interest on General Equipment Sinking MMDA 300-504-805			0.58
5/31/2022	Homestead Bank - Interest on Sewer & Building Equipment Fund MMDA 300-504-849			0.84
5/31/2022	Homestead Bank - Interest on Police Equipment Fund MMDA 300-504-860			0.69
5/31/2022	Homestead Bank - Interest on Senior Center Fund MMDA 300-504-882			0.07
5/31/2022	Homestead Bank - Interest on Brick Account MMDA 300-504-915			0.02
5/31/2022	Homestead Bank - Interest on Library Maintenance Reserve MMDA 300-504-970			0.05
5/31/2022	Homestead Bank - Interest on Light Sinking Fund MMDA 300-504-981			0.08
5/31/2022	Homestead Bank - Interest on Fire Sinking Fund MMDA 300-504-992			0.06
5/31/2022	Homestead Bank - Interest on EMT Sinking Fund MMDA 300-505-003			0.07
5/31/2022	Homestead Bank - Interest on Street Sinking Fund MMDA 300-505-014			0.52
5/31/2022	Homestead Bank - Interest on Park Equipment Sinking Fund MMDA 300-505-025			0.51

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City of St. Paul
Receipts

5/31/2022	Homestead Bank - Interest on TIF Projects MMDA 300-505-036			0.25
5/31/2022	Homestead Bank - Interest on After School MMDA 300-505-146			0.00
5/31/2022	Homestead Bank - Interest on St. Paul Elmwood Cemetery Foundation 300-505-168			0.73
5/31/2022	Homestead Bank - Interest on Civic Center Sinking Fund MMDA 300-505-179			0.02
5/31/2022	Homestead Bank - Walk/Bike Trail Savings 300054827 - quarterly interest			0.00
5/31/2022	Homestead Bank - City Light TCD # 3212195 now #3233633			73.21
5/31/2022	Homestead Bank - City Water TCD #3212196 now #3398295			55.60
5/31/2022	Homestead Bank - City Sewer TCD #3212197 now #3729928			64.87
5/31/2022	Homestead Bank - City Sewer TCD #3212198 now #3854749			64.87
5/31/2022	Homestead Bank - City General TCD #3212199 now #3272801			70.43
5/31/2022	Homestead Bank - City Fire TCD #3212200 now #3302364			42.63
5/31/2022	Homestead Bank - City Ambulance TCD #3212201 now #3628065			91.75
5/31/2022	Homestead Bank - City Park TCD #3212202 now #3229852			74.14
5/31/2022	Homestead Bank - Sales Tax TCD #3327564 now at Citizens			XXXXX
5/31/2022	Homestead Bank - General TCD #3051705 now #3548302			0.00
5/31/2022	Homestead Bank - Light TCD #3640996 now at Citizens			0.00
5/31/2022	Homestead Bank - General TCD #3212279			0.00
5/31/2022	Citizens Bank & Trust - Interest on Cafeteria 125 102407			6.57
5/31/2022	Citizens Bank & Trust - Interest on Health Deductible 102482			72.33
5/31/2022	Citizens Bank & Trust - Interest on Cemetery Savings 753122			0.00
5/31/2022	Citizens Bank & Trust - Interest on Sales Tax Infrastructure 102342			20.15
5/31/2022	Citizens Bank & Trust - Interest on City Park Aluminum Improvement Savings 772682			0.00
5/31/2022	Citizens Bank & Trust - Interest on General TCD # 109366			479.28
5/31/2022	Citizens Bank & Trust - Interest on General TCD # 109367			479.19
5/31/2022	Citizens Bank & Trust - Interest on Sales Tax TCD #109680			0.00
5/31/2022	Citizens Bank & Trust - Interest on Light TCD #109681			0.00
5/31/2022	Citizens Bank & Trust - Interest on Light ICS MMA 103217			597.64
5/31/2022	Citizens Bank & Trust - Interest on Water ICS MMA 103225			124.95
5/31/2022	Citizens Bank & Trust - Interest on Sewer ICS MMA 103241			224.99
5/31/2022	Citizens Bank & Trust - Interest on General ICS MMA 103209			659.83
5/31/2022	Citizens Bank & Trust - Interest on Building Sinking ICS MMA 103233			23.91
5/31/2022	Citizens Bank & Trust - Interest on Firemen ICS MMA 103268			61.29
5/31/2022	Citizens Bank & Trust - Interest on Ambulance ICS MMA 103276			157.18
5/31/2022	Citizens Bank & Trust - Interest on Park ICS MMA 103284			62.86

City of St. Paul - Certificates of Deposit
Dept. Fund
05/31/2022
(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	\$61,903.82	60 Months	3.20%	Mthly Compound
General (Citizens)	109367	11/15/23	\$61,892.66	60 Months	3.20%	Mthly Compound
General (Homestead)	3272801	2/3/25	\$41,334.12	36 Months	0.70%	Compound Qtrly
General (Homestead)	3051705	4/10/22	\$228,866.14	60 Months	1.70%	Compound Qtrly
		Total	\$556,919.97			
Light (Homestead)	3233633	2/3/25	\$42,965.74	36 Months	0.70%	Compound Qtrly
Light (Citizens)	109681	5/16/24	\$45,683.11	24 Months	1.15%	Compound Qtrly
		Total	\$88,648.85			
		Total				
Water (Homestead)	3398295	2/3/25	\$ 32,632.21	36 Months	0.70%	Compound Qtrly

City of St. Paul - Certificates of Deposit
Dept. Fund
05/31/2022
(All CD's are automatically renewable)

Sewer (Homestead)	3729928	2/3/25	\$38,070.91	36 Months	0.70%	Compound Qtrly
Sewer (Homestead)	3854749	2/3/25	\$38,070.91	36 Months	0.70%	Cmpound Qtrly
		Total	\$76,141.82			
Fire (Homestead)	3302364	2/3/25	\$25,018.04	36 Months	0.70%	Compound Qtrly
Ambulance (Homestead)	3628065	3/3/25	\$53,843.15	36 Months	0.70%	Compound Qtrly
Park (Homestead)	3229852	2/3/25	\$43,509.62	36 Month	0.70%	Compound Qtrly
Sale Tx (Citizens)11302	109680	10/25/23	\$82,567.38	18 Month	0.65%	Compound Qtrly
Totals			\$959,281.04			