

## 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. Mayor Bergman opens public hearing regarding a "Conditional Use" permit application for Glen and Michele Killion to construct a dog boarding facility at 1131 Jansen Road, St. Paul, NE. The property is legally described as Lot One (1), Dunning Subdivision in the East Half (E1/2) of the Southeast Quarter (SE1/4) of Section Eight (8), Township Fourteen (14), Range Ten (10) West of the 6th P.M. in St. Paul, Howard County, Nebraska.
5. Brad Slaughter, Piper Sandler Senior Vice President will be in attendance to discuss amending Ordinance 1031 regarding the new Fire Station (possible action).

Discuss - **Introduce Ordinance No. 1031-A**; an ordinance amending Ordinance No. 1031 and authorizing the issuance of General Obligation Municipal Building bonds, Series 2022, of the City of St. Paul, Nebraska, in the principal amount not to exceed Two Million, One Hundred Thousand Dollars (\$2,100,000) issued for the purpose of constructing a municipal building in and for the City; prescribing the form of said bonds; providing for a sinking fund and for the collection of taxes to pay said bonds; providing for the sale of the bonds; authorizing the delivery of the bonds to the purchaser; providing for the disposition of the bond proceeds and ordering the ordinance published in pamphlet form.

- a. Introduce Ordinance; NO second; NO roll call;
  - b. Waive Reading of Ordinance; with second; and roll call;
  - c. Final Passage of Ordinance; with second; and roll call.
6. Mayor Bergman opens public comment period regarding Glen and Michele Killion's "Conditional Use" permit pertaining to a dog boarding facility.
    - a. Mayor Bergman closes the public comment period
    - b. Approve / Deny the "Conditional Use" permit application of Glen and Michele Killion regarding the dog boarding facility at 1131 Jansen Road, St. Paul. The property is legally described as Lot One (1), Dunning Subdivision in the East Half (E1/2) of the Southeast Quarter (SE1/4) of Section Eight (8), Township Fourteen (14), Range Ten (10) West of the 6th P.M. in St. Paul, Howard County, Nebraska.
  7. Discuss - Approve / Deny STS Construction (Tyler Solko & Spencer Synowski) property improvement application at 1114 2nd Street for a new sign in the amount of \$960.

8. Discuss - Approve / Deny 2023 Letter Agreement for Professional Services. Jeff Palik (Olsson), Grand Island, NE will be the City of St. Paul's Street Superintendent, along with performing Engineering Services from January 1, 2023 to December 31, 2023. The compensation regarding the Street Superintendent services will be a fixed fee of \$3,000 and the Consultation Services project will not exceed \$5,000 - Time and Expense.
9. Discuss - Approve / Deny moving forward with City Office renovations.
  - a. Discuss - Approve options regarding the City Office renovation (Office Staff).
10. Discuss - Approve / Deny Consent Agenda Items:
  - (1) October 2022 Treasurer's Report; (2) November 7, 2022 (Special Civic Center) Council minutes, November 7, 2022 (regular) Council minutes and; (3) November 14, 2022 zoning permits and (4) November 21, 2022 disbursements.
11. Discuss - Introduce **Ordinance No. 1034**; an ordinance setting the compensation of the Officers and Employees of the City of St. Paul, NE pursuant to Nebraska Revised Statutes 17-108, and to provide for an effective date.
12. Discuss - Approve / Deny the St. Paul Civic Center Commercial Lease Agreement between the City of St. Paul and the St. Paul Development Corporation (SPDC).
13. Discuss - Approve / Deny **Resolution 2022-23**; City Council hereby directs the sale by the City of St. Paul, NE of surplus personal property described as follows:  
1984 White Sewer Streamline Vac Pump Trailer and 2003 White Sewer Sreco Trailer Jetter by on-line bidding through Bid Iron. There will be no reserve bidding. The City items will be sold either on Wednesday, December 21, 2022 or Wednesday, December 28, 2022. The sale shall be for cash. The Clerk shall cause notice of the sale and terms of the sale to be posted pursuant to Neb Rev Stat 17-503.02.
14. Discuss - Approve / Deny Utility Lineman Jaden Gardner's hourly wage of \$29.06; this is Step 6 on the International Brotherhood of Electrical Workers (IBEW) 1597 Wage Scale. Jaden Gardner was interviewed on Friday, November 11, 2022.
15. Discuss - Approve / Deny Downey Drilling Inc. proposal in the amount of \$21,500 to drill a test well at the City of St. Paul's Recycling Center.
16. Utilities Superintendent Helzer updates
17. Chief of Police Howard updates:
  - (1) Nuisance & Incident Report;
18. Council member updates
19. Mayor Bergman updates:
  - (1) City of St. Paul reinvested funds in NPAIT for another three (3) months to Lights, Water, Sewer and General; the interest rate is currently 4.03%;
  - (2) attached are the WWTF Construction Progress meeting minutes regarding Wednesday, November 2, 2022;
  - (3) NE Dept. of Revenue Charitable Gaming Activity from July - September 2022;
20. Public Comment Period - restricted to items on the agenda
21. Public Announcements
22. Closed Session: The City of St. Paul reserves the right to go into Closed Session when it is clearly necessary to protect the public interest or for the prevention of needless injury to the reputation of an individual; or pending litigation
23. Mayor Bergman adjourns City Council meeting.

24. Informational Items:

(1) Receipts October 2022;

25. 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 6<sup>th</sup> 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 1<sup>st</sup> and 3<sup>rd</sup> Monday of each month.

**City Council Meeting Date:** \_\_\_\_\_

**Requested Agenda Item:** \_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**What action do you want the City Council to take?** \_\_\_\_\_

\_\_\_\_\_

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

**Name (please print):** \_\_\_\_\_

**Name (signature):** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_

.....  
*For City Official Use Only*

\_\_\_ Added to City Council Agenda. Date of City Council meeting: \_\_\_\_\_

\_\_\_ Referred to City Council Committee for Recommendation

City Council Action Taken: \_\_\_\_\_

\_\_\_\_\_

City Funds Authorized: \_\_\_\_\_



City of St. Paul, Nebraska

704 6th Street • St. Paul, NE 68873

Phone (308) 754-4483

PUBLIC RECORDS REQUEST

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

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

Requester Signature

Printed Name

For City of St. Paul Use Only:

Date Received: \_\_\_\_\_

Received by: \_\_\_\_\_

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

Name of person making complaint \_\_\_\_\_  
Residential address \_\_\_\_\_  
Postal address \_\_\_\_\_  
Phone Number \_\_\_\_\_ Email address \_\_\_\_\_

**Complaint Details**

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

**Witness Details (If applicable)**

Name of witness(es) \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
Phone Number of witness \_\_\_\_\_

**Complaint Outcome**

How would you like this issue resolved? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Complainant

\*\*\*\*\*

**Action taken by City**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## NOTICE OF PUBLIC HEARING

Notice is hereby given that the City Council of the City of St. Paul will hold a public hearing at 7:00 p.m. on November 21, 2022 in the City Council Chambers, 704 6<sup>th</sup> Street, St. Paul, NE 68873 to take public comments on the Conditional Use Permit application of Glen and Michele Killion to have a dog boarding facility at 1131 Jansen Road, St. Paul, NE. Said property is legally described as Lot One (1), Dunning Subdivision in the East Half (E1/2) of the Southeast Quarter (SE1/4) of Section Eight (8), Township Fourteen (14), Range Ten (10) West of the 6<sup>th</sup> P.M. in Howard County, Nebraska. All parties in interest and citizens shall have an opportunity to be heard at the public hearing.

October 25, 2022

Connie Jo Beck  
City Clerk

**\*As a property owner located within 300 feet of the property line of the property requesting a Conditional Use Permit, you are receiving a copy of this notice. If you have any questions, you can contact the City office at 308-754-4483.**

CERTIFICATE OF MAILING  
NOTICE OF MEETINGS  
CONDITIONAL USE PERMIT APPLICATION

I, Laura Berthelsen, Deputy City Clerk of the City of St. Paul, Nebraska, do hereby certify that on October 26, 2022, I mailed a Notice of Public Hearing before the St. Paul Planning Commission on November 14, 2022, and a Notice of Public Hearing before the City Council on November 21, 2022 pertaining to the application for a Conditional Use Permit for a dog boarding facility to the following:

Susan J. Bedford  
2395 Y Road  
Webber, KS 66970

Randy Koperski  
1432 9<sup>th</sup> Avenue  
Dannebrog, NE 68831

  
\_\_\_\_\_  
Laura Berthelsen, Deputy City Clerk

Application Fee: \$100.00  
Date Paid: 9/27/22  
Check No. 1794 Cash

CITY OF ST. PAUL

Application for Conditional Use Permit

Address or Location: 1131 Jansen Rd St Paul NE 68873

Under the provision of Article VI of the City of St. Paul Zoning Regulations, the undersigned hereby applies for a Conditional Use Permit for the purpose of: Dog boarding facility

On the property legally described as follows: Lot 1 Dunning Sub in E 1/2 SE 1/4 8-14-10 (3.019 acres)

Proposed development of the property is shown on the plans attached hereto.

Owner Name: Glen & Michele Killion  
Address: 1131 Jansen Rd St Paul NE 68873  
Telephone: (Glen) 308-223-0183 (Michele) 308-750-3387

Signature of Applicant: Michele Killion

\*Pursuant to Article 6 of the St. Paul Zoning Regulations, the applicant must provide a list certified by a registered title abstractor of such record title holders of property located within three hundred (300) feet of the property line of the property requesting the conditional use permit. Date received: 10/4/22

For Office Use Only:  
Planning Commission hearing date: Nov. 14, 2022 Approved \_\_\_\_\_ Denied \_\_\_\_\_  
If Denied, Reason for Denial: \_\_\_\_\_

City Council hearing date: Nov. 21, 2022 Approved \_\_\_\_\_ Denied \_\_\_\_\_  
Conditions of Approval (if applicable): \_\_\_\_\_

If Denied, Reason for Denial: \_\_\_\_\_

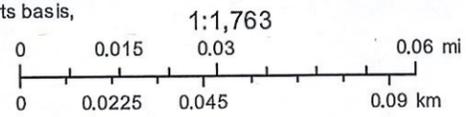
Board of Adjustment hearing date: \_\_\_\_\_ Approved \_\_\_\_\_ Denied \_\_\_\_\_



October 26, 2022

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

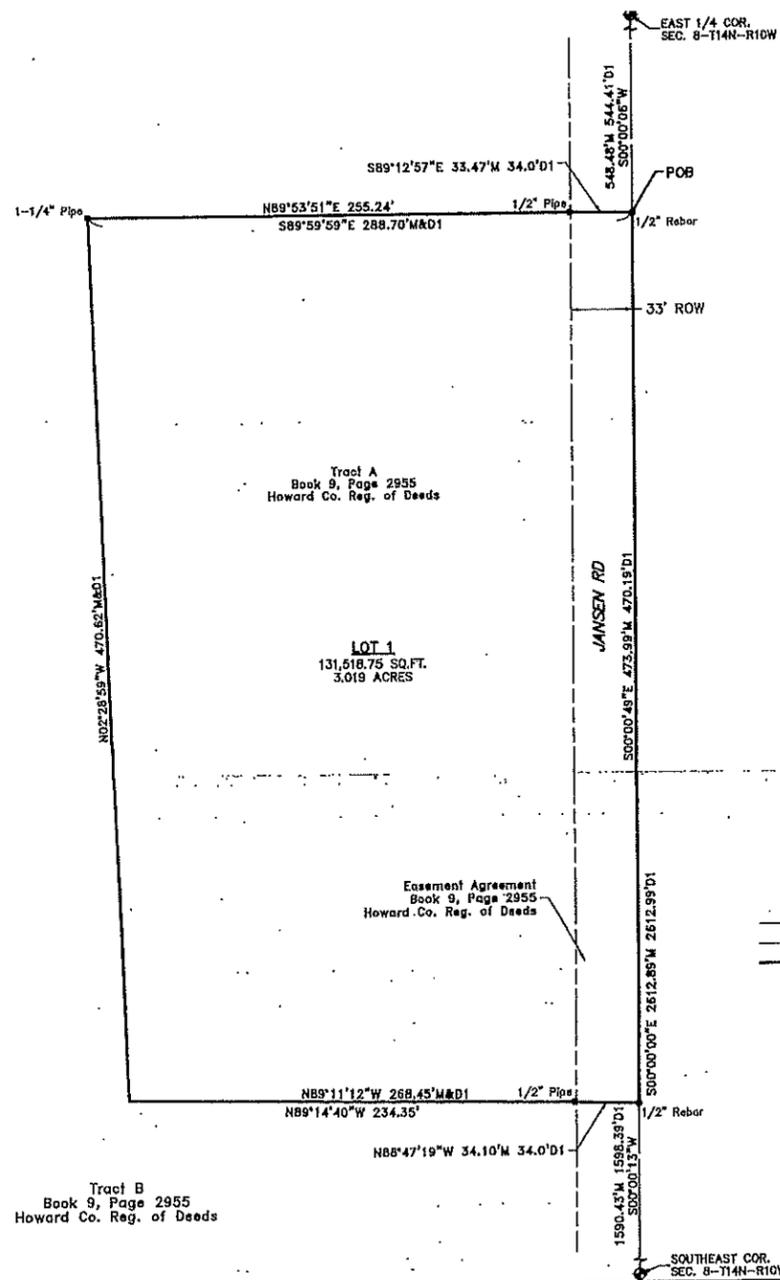
-  Parcels
-  Sections



# DUNNING SUBDIVISION

## HOWARD COUNTY, NEBRASKA

### FINAL PLAT

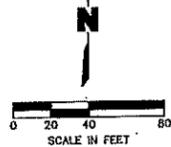
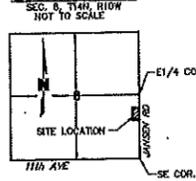


**Conveyance of Easement**

Conveyance of Easement - Filed July 2, 2009 in Book 9, Page 2955, Howard Co. Reg. of Deeds

THAT DUANE A. DUNNING AND SHIRLEY M. DUNNING, HUSBAND AND WIFE, (GRANTORS) THEIR HEIRS, SUCCESSORS, AND ASSIGNS, GRANT TO DUANE A. DUNNING AND SHIRLEY M. DUNNING, HUSBAND AND WIFE (GRANTEES) THEIR HEIRS, SUCCESSORS, AND ASSIGNS, ACCESS FROM A BUILDING SITE ENTRANCE FROM JANSEN ROAD WEST, THEN SOUTH TO THE SOUTH EDGE OF TRACT A, FOR THE PURPOSES OF HAVING ACCESS AND MEANS OF INGRESS AND EGRESS TO GRANTEES' PROPERTY DESCRIBED AS TRACT B.

**LOCATION MAP**



**SECTION TIES**

**SOUTHEAST CORNER, SEC. 8-T14N-R10W**  
 FOUND 1/2" REBAR w/ WOOD STAKE ON THE SOUTH SIDE ±0.5' BELOW GRADE  
 NW 62.11' TO GAS MARKER PIPE  
 NE 56.78' TO TELEPHONE RISER WOODEN POST MARKER  
 SE 39.82' TO RED HEAD IN POWER POLE  
 SW 47.63' TO CHISELED 'X' IN TOP CENTER OF CULVERT RUNNING SW/NE

**EAST 1/4 CORNER, SEC. 8-T14N-R10W**  
 FOUND 1-1/4" PIPE IN COUNTY ROAD AT 'T' INTERSECTION ±0.4' BELOW GRADE  
 ESE 41.00' TO NEAR FACE OF METAL POWER POLE w/ GUY WIRE  
 NW 71.21' TO NEAR FACE OF METAL POWER POLE w/ GUY WIRE  
 SW 38.57' TO RIVET ON TOP CENTER OF CULVERT SOUTH SIDE  
 NE 42.63' TO CHISELED 'X' ON TOP OF CMP NORTH SIDE

**LEGEND**

- ◆ SECTION CORNER
- SET CORNER (5/8"x30" REBAR W/CAP)
- FOUND CORNER
- ROW LINE
- SECTION LINE
- PROPERTY LINE
- M MEASURED DISTANCE
- D1 DEARMONT SURVEY APRIL 2001

OWNERS: DUANE A. DUNNING & SHIRLEY M. DUNNING

SUBDIVIDER: DUANE A. DUNNING & SHIRLEY M. DUNNING

SURVEYOR: OLSSON ASSOCIATES  
 ENGINEER: OLSSON ASSOCIATES  
 NUMBER OF LOTS: 1

SURVEY RECORD REPOSITORY  
 RECEIVED  
 AUG 03 2009  
 \$ 5  
 County Howard  
 926-166-112

SHEET 1 OF 2

**OLSSON ASSOCIATES**

201 East 2nd Street  
 P.O. Box 1072  
 Grand Island, NE 68802-1072  
 TEL. 308.384.8760  
 FAX 308.384.8752

DWG: F:\Projects\009-1408\_S170\Final\_Plat\09-1408\_FP-Dunning.dwg  
 DATE: Jul 14, 2009 1:22pm  
 USER: Jimenez

# DUNNING SUBDIVISION

## HOWARD COUNTY, NEBRASKA

### FINAL PLAT

**LEGAL DESCRIPTION**

A TRACT OF LAND IN PART THE SOUTHEAST QUARTER (SE1/4) OF SECTION EIGHT (8), TOWNSHIP FOURTEEN (14) NORTH, RANGE TEN (10) WEST OF THE 8TH P.M., HOWARD COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST 1/4 CORNER OF SEC. 8-T14N-R10W; THENCE ON AN ASSUMED BEARING OF S00°00'00"W A DISTANCE OF 545.48 FEET TO THE POINT OF BEGINNING; THENCE S00°00'49"E A DISTANCE OF 473.99 FEET; THENCE N88°47'19"W A DISTANCE OF 34.10 FEET; THENCE N89°14'40"W A DISTANCE OF 234.35 FEET; THENCE N02°28'59"W A DISTANCE OF 470.82 FEET; THENCE N82°33'51"E A DISTANCE OF 255.24 FEET; THENCE S89°12'37"E A DISTANCE OF 33.47 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS A CALCULATED AREA OF 131,518.75 SQUARE FEET OR 3.019 ACRES MORE OR LESS OF WHICH 0.359 ACRES ARE ROAD RIGHT-OF-WAY.

**SURVEYOR'S CERTIFICATE**

I HEREBY CERTIFY THAT ON July 14 2009, I COMPLETED AN ACCURATE SURVEY, UNDER MY PERSONAL SUPERVISION, OF A TRACT OF LAND IN PART THE SOUTHEAST QUARTER (SE1/4) OF SECTION EIGHT (8), TOWNSHIP FOURTEEN (14) NORTH, RANGE TEN (10) WEST OF THE 8TH P.M., HOWARD COUNTY, AS SHOWN ON THE ACCOMPANYING PLAT THEREOF; THAT IRON MARKERS, EXCEPT WHERE INDICATED WERE FOUND AT ALL CORNERS; THAT THE DIMENSIONS ARE AS SHOWN ON THE PLAT; AND THAT SAID SURVEY WAS MADE WITH REFERENCE TO KNOWN AND UNDISTURBED MONUMENTS.

*[Signature]*  
TIMOTHY J. AITKEN, REGISTERED LAND SURVEYOR NUMBER, LS-458



**DEDICATION OF PLAT**

KNOW ALL MEN BY THESE PRESENTS, THAT DUANE A. DUNNING AND SHIRLEY M. DUNNING, HUSBAND AND WIFE, BEING THE OWNERS OF THE LAND DESCRIBED HEREON, HAVE CAUSED SAME TO BE SURVEYED, SUBDIVIDED, PLATTED AND DESIGNATED AS "DUNNING SUBDIVISION" IN PART THE SOUTHEAST QUARTER (SE1/4) OF SECTION EIGHT (8), TOWNSHIP FOURTEEN (14) NORTH, RANGE TEN (10) WEST OF THE 8TH P.M., HOWARD COUNTY, AS SHOWN ON THE ACCOMPANYING PLAT THEREOF AND DO HEREBY DEDICATE THE EASEMENTS, AS SHOWN THEREON TO THE PUBLIC FOR THEIR USE FOREVER FOR THE LOCATION, CONSTRUCTION AND MAINTENANCE FOR PUBLIC SERVICE UTILITIES, TOGETHER WITH THE RIGHTS OF INGRESS AND EGRESS THEREON; AND HEREBY PROHIBITING THE PLANTING OF TREES, BUSHES AND SHRUBS, OR PLACING OTHER OBSTRUCTIONS UPON, OVER, ALONG OR UNDERNEATH THE SURFACE OF SUCH EASEMENTS; AND THAT THE FOREGOING SUBDIVISION AS MORE PARTICULARLY DESCRIBED IN THE DESCRIPTION HEREON AS APPEARS ON THIS PLAT IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS AND PROPRIETORS.

IN WITNESS WHEREOF, I HAVE AFFIXED MY SIGNATURE HERETO, AT St. Paul, Neb., THIS 14 DAY OF July, 2009.

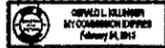
*[Signature]* DUANE A. DUNNING      *[Signature]* SHIRLEY M. DUNNING

**ACKNOWLEDGMENT**

STATE OF NEBRASKA  
COUNTY OF HOWARD

ON THIS 14 DAY OF July, 2009, BEFORE ME Donald L. Killinger A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY, PERSONALLY APPEARED DUANE A. DUNNING AND SHIRLEY M. DUNNING, HUSBAND AND WIFE, TO ME PERSONALLY KNOWN TO BE THE IDENTICAL PERSONS WHOSE SIGNATURES ARE AFFIXED HERETO AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE THEIR VOLUNTARY ACT AND DEED, IN WITNESS WHEREOF, I HAVE HERETO SUBSCRIBED MY NAME AND AFFIXED MY OFFICIAL SEAL AT St. Paul, NEBRASKA, ON THE DATE LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES Feb. 24 2013  
*[Signature]*  
NOTARY PUBLIC



**ACCEPTANCE OF DEDICATIONS**

THE DEDICATIONS SHOWN ON THIS PLAT ARE ACCEPTED BY THE BOARD OF COUNTY COMMISSIONERS OF HOWARD COUNTY, NEBRASKA, ON THIS 21 DAY OF July, 2009.

*[Signature]* COMMISSIONER      *[Signature]* CHAIRMAN  
*[Signature]* COMMISSIONER      *[Signature]* COMMISSIONER  
*[Signature]* COMMISSIONER      *[Signature]* COMMISSIONER

ENTRY ON TRANSFER RECORD THIS 26 DAY OF July, 2009.

*[Signature]*  
COUNTY CLERK

**APPROVALS**

THIS PLAT OF "DUNNING SUBDIVISION" HAS BEEN SUBMITTED TO AND APPROVED BY THE HOWARD COUNTY PLANNING AND ZONING COMMISSION ON THIS 15 DAY OF July, 2009.

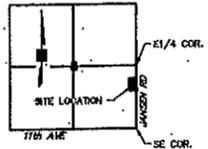
*[Signature]* CHAIRMAN  
*[Signature]* SECRETARY

**REGISTER OF DEEDS CERTIFICATE**

THIS IS TO CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD IN THE REGISTER OF DEEDS OFFICE AT \_\_\_\_\_.

REGISTER OF DEEDS \_\_\_\_\_ DEPUTY \_\_\_\_\_

**LOCATION MAP**  
SEC. 8, T14N, R10W  
NOT TO SCALE



OWNERS: DUANE A. DUNNING & SHIRLEY M. DUNNING  
SUBDIVIDER: DUANE A. DUNNING & SHIRLEY M. DUNNING

SURVEYOR: OLSSON ASSOCIATES  
ENGINEER: OLSSON ASSOCIATES  
NUMBER OF LOTS: 1

SHEET 2 OF 2



DWG: F:\Projects\09-1408\_Visio\Final\_Plat\091408\_LP-Dunning.dwg  
DATE: Jul 14, 2009 11:22am  
USER: jmmwrc

**Laura Berthelsen**

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**From:** Alyssa Wojtalewicz <awojtalewicz1@gmail.com>  
**Sent:** Saturday, November 12, 2022 10:50 AM  
**To:** Laura Berthelsen  
**Subject:** Against dog boarding business

*1189 Jansen*

To Whom it may concern,

It has been brought to our attention that a quarter mile away from our home, a neighbor is wanting to establish a dog boarding business. For the following reasons we are against this business

- Excessive continuous noise/ no shelter-belt to block or absorb noise from excessive
- Danger to our livestock
- Danger to our children (if a dog is not properly restrained, runs loose, is not child friendly or gets startled could potentially cause harm/death.

Thank you for taking our thoughts and concerns into consideration.

Trey and Alyssa Wojtalewicz

A meeting of the Mayor and City Council of the City of St. Paul, Nebraska, was held at the **City of St. Paul Council Chambers** in said City on the **21<sup>st</sup> day of November, 2022**, at **7:00 o'clock P.M.** **Present were: Mayor: Bergman; and Council Members: Katie Kowalski, Jerry Thompson, Charles (Chuck) Schmid and Mike Feeken. Absent: None.** Notice of the meeting was given in advance thereof by **Phonograph Herald**, a designated method for giving notice as shown by the Affidavit of Publication attached to these minutes. Notice of this meeting was given to the Mayor and all members of the Council and a copy of their acknowledgment of receipt of notice and the agenda is attached to the minutes. Availability of the agenda was communicated in the advance notice and in the notice to the Mayor and Council of this meeting. All proceedings hereafter shown were taken while the convened meeting was open to the attendance of the public. At the beginning of the meeting, the Mayor publicly stated to all in attendance that a current copy of the Nebraska Open Meetings Act was available for review and indicated the location of such copy posted in the room where the meeting was being held.

Council Member \_\_\_\_\_ introduced **Ordinance No. 1031-A** entitled:

AN ORDINANCE AMENDING ORDINANCE NO. 1031 AND AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION MUNICIPAL BUILDING BONDS, SERIES 2022, OF THE CITY OF ST. PAUL, NEBRASKA, IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED TWO MILLION ONE HUNDRED THOUSAND DOLLARS **(\$2,100,000)** ISSUED FOR THE PURPOSE OF CONSTRUCTING A MUNICIPAL BUILDING IN AND FOR THE CITY; PRESCRIBING THE FORM OF SAID BONDS; PROVIDING FOR A SINKING FUND AND FOR THE COLLECTION OF TAXES TO PAY SAID BONDS; PROVIDING FOR THE SALE OF THE BONDS; AUTHORIZING THE DELIVERY OF THE BONDS TO THE PURCHASER; PROVIDING FOR THE DISPOSITION OF THE BOND PROCEEDS AND ORDERING THE ORDINANCE PUBLISHED IN PAMPHLET FORM

and moved that the statutory rule requiring reading on three different days be suspended. Council Member \_\_\_\_\_ seconded the motion to suspend the rule and upon roll call vote on the motion the following Council Members voted YEA: \_\_\_\_\_

\_\_\_\_\_. The following voted NAY: \_\_\_\_\_.  
\_\_\_\_\_. The motion to suspend the rules was adopted by three-fourths of the Council and the statutory rule was declared suspended for consideration of said ordinance.

Said ordinance was then read by title and thereafter Council Member \_\_\_\_\_ moved for final passage of the ordinance, which motion was seconded by Council Member \_\_\_\_\_. The Mayor then stated the question was “Shall **Ordinance No. 1031-A** be passed and adopted?” Upon roll call vote, the following Council Members voted YEA: \_\_\_\_\_

---

The following voted NAY: \_\_\_\_\_. The passage and adoption of said ordinance having been concurred in by three-fourths of all members of the Council, the Mayor declared the ordinance adopted and the Mayor in the presence of the Council signed and approved the ordinance and the Clerk attested the passage and approval of the same and affixed her signature thereto and ordered the Ordinance to be published in pamphlet form as provided therein. A true, correct and complete copy of said ordinance is as follows:

**ORDINANCE NO. 1031-A**

AN ORDINANCE AMENDING ORDINANCE NO. 1031 AND AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION MUNICIPAL BUILDING BONDS, SERIES 2022, OF THE CITY OF ST. PAUL, NEBRASKA, IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED TWO MILLION ONE HUNDRED THOUSAND DOLLARS (**\$2,100,000**) ISSUED FOR THE PURPOSE OF CONSTRUCTING A MUNICIPAL BUILDING IN AND FOR THE CITY; PRESCRIBING THE FORM OF SAID BONDS; PROVIDING FOR A SINKING FUND AND FOR THE COLLECTION OF TAXES TO PAY SAID BONDS; PROVIDING FOR THE SALE OF THE BONDS; AUTHORIZING THE DELIVERY OF THE BONDS TO THE PURCHASER; PROVIDING FOR THE DISPOSITION OF THE BOND PROCEEDS AND ORDERING THE ORDINANCE PUBLISHED IN PAMPHLET FORM

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF ST. PAUL, NEBRASKA, that Ordinance No. 1031 adopted by the City Council on September 6, 2022, is hereby amended to modify the parameters for issuance of the bonds to allow for issuance of bonds in the principal amount of up to \$2,100,000, and make other minor modifications so that after amendment, the entire Ordinance shall be known as Ordinance No. 1031-A and shall read in its entirety as follows:

Section 1. The Mayor and City Council of the City of St. Paul, Nebraska (the “City”), hereby find and determine:

(a) That it is necessary and advisable for the City to construct a municipal building in and for the City, which building shall include facilities necessary to house fire and public safety equipment;

(b) That more than fifty percent (50%) of the combined area of said municipal building will be leased to a political subdivision or subdivisions of the State of Nebraska;

(c) **That the cost of constructing said municipal building will not exceed two million dollars (\$2,000,000);**

(d) That it is necessary for the City to issue bonds in an amount not to exceed \$2,100,000 for the purpose of constructing said municipal building of the City and paying costs of issuance of the bonds and other related costs, and that all conditions, acts and things required by law to exist or to be done precedent to the issuance of General Obligation Municipal Building Bonds in the amount of not to exceed \$2,100,000 in pursuance of Sections 17-953 and 17-954, Reissue Revised Statutes of Nebraska, 2012, as amended, do exist and have been done in due form and time as required by law.

Section 2. For the purposes as set out in Section 1 hereof, there shall be and there are hereby ordered issued General Obligation Municipal Building Bonds, Series 2022, dated the date of delivery, in the principal amount of not to exceed \$2,100,000 (the “Bonds”) with the Bonds to become due as set out in the Bond Purchase Agreement (the “Agreement”), *provided* that the Bonds mature in the principal amounts and bear interest at the rates per annum as shall be

determined in the Agreement signed by the Mayor or City Clerk (each, an “Authorized Officer”, and together, the “Authorized Officers”) on behalf of the City and which may be agreed to by Piper Sandler & Co. (the “Underwriter”), which Agreement may also determine or modify the principal amount for each maturity of the Bonds, mandatory redemption provisions (if any), and pricing terms, all within the following limitations:

- (a) The aggregate principal amount of the Bonds shall not exceed \$2,100,000;
- (b) The all-inclusive interest cost of the Bonds shall not exceed 5.50%;
- (c) The underwriter’s discount shall not exceed 1.50%; and
- (d) The longest maturity of the Bonds shall not be later than December 15, 2043.

The Bonds shall be issued in the denomination of \$5,000 or any integral multiple thereof and shall be numbered from 1 upwards in the order of their issuance. No Bond shall be issued originally or upon transfer or partial redemption having more than one principal maturity. The initial bond numbering and principal amounts for each of the Bonds issued shall be as directed by the initial purchasers thereof. Interest on the Bonds shall be computed on the basis of a three hundred sixty day year consisting of twelve thirty-day months. Interest on the Bonds shall be payable semiannually on such dates as may be designated in the Agreement (each such date, an “Interest Payment Date”). The interest due on each Interest Payment Date shall be payable to the registered owners of record as of the close of business on the fifteenth day (whether or not a business day) immediately preceding the Interest Payment Date (the “Record Date”), subject to the provisions of Section 3 hereof. Payment of interest due on the Bonds prior to maturity or redemption shall be made by the Paying Agent and Registrar, as designated pursuant to Section 3 hereof, by mailing a check in the amount due for such interest on each Interest Payment Date to the registered owner of each Bond, as of the applicable Record Date, to such owner’s registered address as shown on the books of registration, as required to be maintained in Section 3 hereof. Payment of principal due at maturity or at any date fixed for redemption, together with any accrued interest then due, shall be made by said Paying Agent and Registrar to the registered owners upon presentation and surrender of the bonds to said Paying Agent and Registrar. In the event bonds of this issue are held in the nominee name of a national clearinghouse or depository, payment of principal or interest shall be made by wire transfer of funds in accordance with any applicable regulations governing “Depository Eligible Securities”. The City and said Paying Agent and Registrar may treat the registered owner of any Bond as the absolute owner of such Bond for the purpose of making payments thereon and for all other purposes and neither the City nor the Paying Agent and Registrar shall be affected by any notice or knowledge to the contrary whether such bond or any installment of interest due thereon shall be overdue or not. All payments on account of interest or principal made to the registered owner of any Bond shall be valid and effectual and shall be a discharge of the City and said Paying Agent and Registrar, in respect of the liability upon the bonds or claims for interest to the extent of the sum or sums so paid. If any Bond is not paid upon presentation of the bond at maturity or any interest installment is not paid when due, the delinquent Bond or delinquent interest installment shall bear interest thereafter until paid at a rate equal to the rate assessed against delinquent taxes under Section 45-104.01 R.R.S. Nebraska, 2010, as now existing or as the same may be amended from time to time by the Nebraska Legislature.

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

Section 4. The Bonds shall be subject to redemption, in whole or in part, prior to maturity at any time on or after the fifth anniversary of the date of delivery of such Bonds at a redemption price equal to 100% of the par amount thereof plus accrued interest on the principal amount redeemed to the date fixed for redemption. The City may select the bonds to be redeemed from such optional redemption in its sole discretion, but bonds shall be redeemed only in the amount of \$5,000 or integral multiples thereof. Notice of redemption of any bond called for redemption shall be given at the direction of the Mayor and Council by the Paying Agent and Registrar by mail not less than thirty days prior to the date fixed for redemption, first class postage prepaid, sent to the registered owner of such bond at said owner's registered address. Such notice shall designate the bond or bonds to be redeemed by number and maturity, the date of original issue, the date fixed for redemption and state that such bond or bonds are to be presented for prepayment at the office of the Paying Agent and Registrar. In case of any bond partially redeemed, such notice shall specify

the portion of the principal amount of such bond to be redeemed. No defect in the mailing of notice for any bond shall affect the sufficiency of the proceedings of the Mayor and Council designating the bonds called for redemption or the effectiveness of such call for bonds for which notice by mail has been properly given and the Mayor and Council shall have the right to further direct notice of redemption for any such bond for which defective notice has been given.

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

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

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

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

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

(iii) the payment to any Bond Participant, any Beneficial Owner or any other person, other than the Depository, of any amount with respect to the Bonds.

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

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

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

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

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

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

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

(f) In the event of any partial redemption of a Bond, unless such partially redeemed Bond has been replaced in accordance with this Ordinance, the books and records of the Paying Agent and Registrar shall govern and establish the principal amount of such Bond as is then

outstanding and all the Bonds issued to the Depository or its nominee shall contain a legend to such effect.

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

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



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

This bond is one of an issue of fully registered bonds of the total principal amount of \$2,100,000, of like tenor herewith except as to denomination, date of maturity and rate of interest issued by the City for the purpose of paying the cost of constructing a municipal building, which shall include facilities necessary to house fire and public safety equipment in and for the City and fifty percent or more of which shall be leased to a political subdivision of the State of Nebraska. The issuance of said bonds has been authorized by an ordinance duly passed by the Mayor and Council of said City in strict compliance with Sections 17-953 and 17-954, R.R.S. Neb. 2012, as amended.

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

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

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED OFFICER OF DTC (A) TO THE PAYING AGENT AND REGISTRAR FOR REGISTRATION OF TRANSFER OR EXCHANGE OR (B) TO THE PAYING AGENT AND REGISTRAR FOR PAYMENT OF PRINCIPAL, AND ANY BOND ISSUED IN REPLACEMENT HEREOF OR SUBSTITUTION HEREFOR IS REGISTERED IN THE NAME OF DTC AND ANY PAYMENT IS MADE TO

DTC OR ITS NOMINEE, ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL BECAUSE ONLY THE REGISTERED OWNER HEREOF, DTC OR ITS NOMINEE, HAS AN INTEREST HEREIN.

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

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

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

CITY OF ST. PAUL, NEBRASKA

By: \_\_\_\_\_ (Do Not Sign)  
Mayor

ATTEST:

\_\_\_\_\_  
(Do Not Sign)  
City Clerk

(S E A L)

CERTIFICATE OF AUTHENTICATION

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

BOK Financial, N.A., Paying Agent  
and Registrar

By: \_\_\_\_\_ (Do not sign)  
Authorized Officer

(FORM OF ASSIGNMENT)

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

Date: \_\_\_\_\_  
Registered Owner

SIGNATURE GUARANTEED

By: \_\_\_\_\_  
Authorized Officer

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

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

Section 9. The City covenants and agrees that it will cause to be levied and collected annually a tax by valuation on all the taxable property in the City, in addition to all other taxes, sufficient in rate and amount to pay the interest on the Bonds herein authorized as the same becomes due and to create a sinking fund to pay the principal of said Bonds when and as such principal becomes due.

Section 10. The City Council hereby authorizes the Mayor and City Clerk, or either of them, to approve and declare final on behalf of the City the preliminary Official Statement prepared with respect to the Bonds and hereby authorizes the Mayor and Clerk or either of them to approve and deliver on behalf of the City a final Official Statement relating to and describing the Bonds.

The officers of the City are further authorized to take any and all actions deemed necessary by them in connection with the carrying out and performance of the terms of this Ordinance.

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

- (a) at least annually not later than nine (9) months after the end of the City's fiscal year, financial information or operating data for the City which is customarily prepared by the City and is publicly available, including the City's audited financial statements and information of the type included in the audit;
- (b) in a timely manner not in excess of ten business days after the occurrence of the event, notice of the occurrence of any of the following events with respect to the Bonds:
  - (1) principal and interest payment delinquencies;
  - (2) non-payment related defaults, if material;
  - (3) unscheduled draws on debt service reserves reflecting financial difficulties;
  - (4) unscheduled draws on credit enhancements reflecting financial difficulties;
  - (5) substitution of credit or liquidity providers, or their failure to perform;
  - (6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
  - (7) modifications to rights of the holders of the Bonds, if material;
  - (8) bond calls, if material, and tender offers;
  - (9) defeasances;
  - (10) release, substitution, or sale of property securing repayment of the Bonds, if material;
  - (11) rating changes;
  - (12) bankruptcy, insolvency, receivership or similar events of the City (this event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the City in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental

authority having supervision or jurisdiction over substantially all of the assets or business of the City);

- (13) the consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- (14) appointment of a successor or additional Trustee or the change of name of a Trustee, if material.
- (15) incurrence of a financial obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the obligated person, any of which affect security holders, if material; and
- (16) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the obligated person, any of which reflect financial difficulties.

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

The City has not undertaken to provide notice of the occurrence of any other event, except the events listed above. The City agrees that all documents provided to the MSRB under the terms of this continuing disclosure undertaking shall be in such electronic format and accompanied by such identifying information as shall be prescribed by the MSRB. The City reserves the right to modify from time to time the specific types of information provided or the format of the presentation of such information or the accounting methods in accordance with which such information is presented, to the extent necessary or appropriate in the judgment of the City, consistent with the Rule. The City agrees that such covenants are for the benefit of the registered owners of the Bonds (including Beneficial Owners) and that such covenants may be enforced by any registered owner or Beneficial Owner, provided that any such right to enforcement shall be limited to specific enforcement of such undertaking and any failure shall not constitute an event of default under the Ordinance. The continuing disclosure obligations of the City with regards to the Bonds, as described above, shall cease when none of the Bonds remain outstanding. The foregoing information, data and notices can be obtained from the City Clerk.

Section 12. The City hereby covenants to the purchasers and holders of the Bonds hereby authorized that it will make no use of the proceeds of said Bond issue, including monies held in any sinking fund for the payment of said Bonds, which would cause said Bonds to be arbitrage bonds within the meaning of Sections 103(b) and 148 of the Internal Revenue Code of 1986, as amended (the “Code”) and further covenants to comply with said Sections 103 and 148 and all applicable regulations thereunder throughout the term of said Bond issue. The City hereby covenants and agrees to take all actions necessary under the Code to maintain the tax-exempt status

of interest payable on the Bonds with respect to taxpayers generally but not including insurance companies or corporations subject to the additional minimum tax. The City hereby designates the Bonds as its “qualified tax-exempt obligations” pursuant to Section 265(b)(3)(B)(i)(III) of the Code and covenants and warrants that it does not anticipate issuing tax-exempt obligations in calendar 2022 in an amount in excess of \$10,000,000.

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

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

PASSED AND APPROVED this 21<sup>st</sup> day of November, 2022.

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Joel M. Bergman, Mayor

ATTEST:

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Connie Jo Beck, City Clerk/Deputy Treasurer



I, the undersigned, City Clerk for the City of St. Paul, Nebraska, hereby certify that the foregoing is a true and correct copy of proceedings had and done by the Mayor and Council on **November 21, 2022**; that all of the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and readily available for public inspection at the office of the City Clerk; that such agenda items were sufficiently descriptive to give the public reasonable notice of the matters to be considered at the meeting; that such subjects were contained in said agenda for at least twenty-four hours prior to said meeting; that at least one copy of all reproducible material discussed at the meeting was available at the meeting for examination and copying by members of the public; that said minutes from which the foregoing proceedings have been extracted were in written form and available for public inspection within ten working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meetings of said body were provided advance notification of the time and place of said meeting and the subjects to be discussed at said meeting; and that a current copy of the Nebraska Open Meetings Act was available and accessible to members of the public, publicly announced and posted during such meeting in the room in which such meeting was held.

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Connie Jo Beck, City Clerk/Deputy Treasurer

(SEAL)

## NOTICE OF PUBLIC HEARING

Notice is hereby given that the City Council of the City of St. Paul will hold a public hearing at 7:00 p.m. on November 21, 2022 in the City Council Chambers, 704 6<sup>th</sup> Street, St. Paul, NE 68873 to take public comments on the Conditional Use Permit application of Glen and Michele Killion to have a dog boarding facility at 1131 Jansen Road, St. Paul, NE. Said property is legally described as Lot One (1), Dunning Subdivision in the East Half (E1/2) of the Southeast Quarter (SE1/4) of Section Eight (8), Township Fourteen (14), Range Ten (10) West of the 6<sup>th</sup> P.M. in Howard County, Nebraska. All parties in interest and citizens shall have an opportunity to be heard at the public hearing.

October 25, 2022

Connie Jo Beck  
City Clerk

**\*As a property owner located within 300 feet of the property line of the property requesting a Conditional Use Permit, you are receiving a copy of this notice. If you have any questions, you can contact the City office at 308-754-4483.**

CERTIFICATE OF MAILING  
NOTICE OF MEETINGS  
CONDITIONAL USE PERMIT APPLICATION

I, Laura Berthelsen, Deputy City Clerk of the City of St. Paul, Nebraska, do hereby certify that on October 26, 2022, I mailed a Notice of Public Hearing before the St. Paul Planning Commission on November 14, 2022, and a Notice of Public Hearing before the City Council on November 21, 2022 pertaining to the application for a Conditional Use Permit for a dog boarding facility to the following:

Susan J. Bedford  
2395 Y Road  
Webber, KS 66970

Randy Koperski  
1432 9<sup>th</sup> Avenue  
Dannebrog, NE 68831

  
\_\_\_\_\_  
Laura Berthelsen, Deputy City Clerk

Application Fee: \$100.00  
Date Paid: 9/27/22  
Check No. 1794 Cash

CITY OF ST. PAUL

Application for Conditional Use Permit

Address or Location: 1131 Jansen Rd St Paul NE 68873

Under the provision of Article VI of the City of St. Paul Zoning Regulations, the undersigned hereby applies for a Conditional Use Permit for the purpose of: Dog boarding facility

On the property legally described as follows: Lot 1 Dunning Sub in E 1/2 SE 1/4 8-14-10 (3.019 acres)

Proposed development of the property is shown on the plans attached hereto.

Owner Name: Glen & Michele Killion  
Address: 1131 Jansen Rd St Paul NE 68873  
Telephone: (Glen) 308-223-0183 (Michele) 308-750-3387

Signature of Applicant: Michele Killion

\*Pursuant to Article 6 of the St. Paul Zoning Regulations, the applicant must provide a list certified by a registered title abstractor of such record title holders of property located within three hundred (300) feet of the property line of the property requesting the conditional use permit. Date received: 10/4/22

For Office Use Only:  
Planning Commission hearing date: Nov. 14, 2022 Approved \_\_\_\_\_ Denied \_\_\_\_\_  
If Denied, Reason for Denial: \_\_\_\_\_

City Council hearing date: Nov. 21, 2022 Approved \_\_\_\_\_ Denied \_\_\_\_\_  
Conditions of Approval (if applicable): \_\_\_\_\_

If Denied, Reason for Denial: \_\_\_\_\_

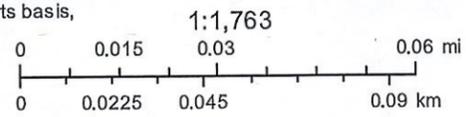
Board of Adjustment hearing date: \_\_\_\_\_ Approved \_\_\_\_\_ Denied \_\_\_\_\_



October 26, 2022

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

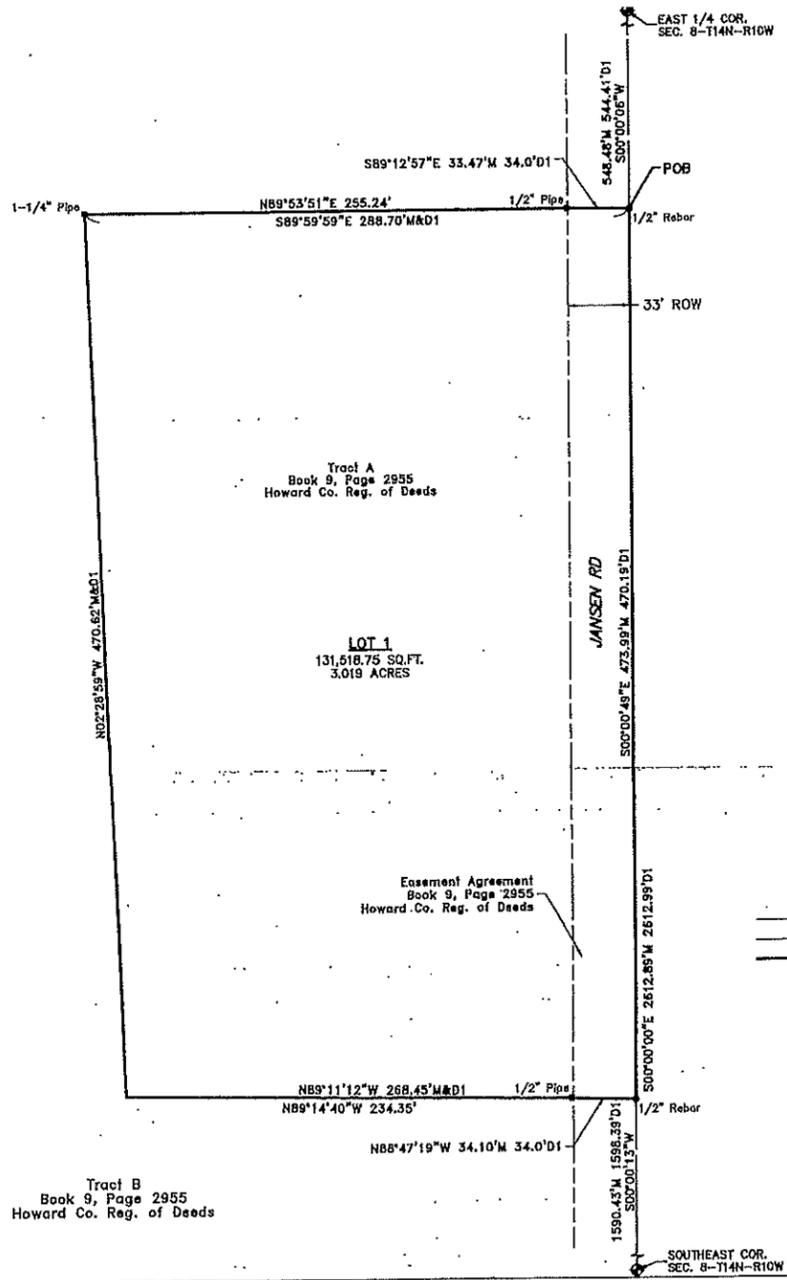
- Parcels
- Sections



# DUNNING SUBDIVISION

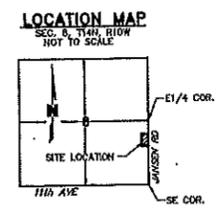
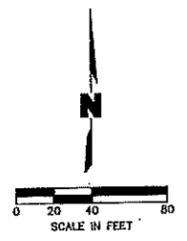
## HOWARD COUNTY, NEBRASKA

### FINAL PLAT



**Conveyance of Easement**  
 Conveyance of Easement - Filed July 2, 2009 in Book 9, Page 2955, Howard Co. Reg. of Deeds

THAT DUANE A. DUNNING AND SHIRLEY M. DUNNING, HUSBAND AND WIFE, (GRANTORS) THEIR HEIRS, SUCCESSORS, AND ASSIGNS, GRANT TO DUANE A. DUNNING AND SHIRLEY M. DUNNING, HUSBAND AND WIFE (GRANTEES) THEIR HEIRS, SUCCESSORS, AND ASSIGNS, ACCESS FROM A BUILDING SITE ENTRANCE FROM JANSEN ROAD WEST, THEN SOUTH TO THE SOUTH EDGE OF TRACT A, FOR THE PURPOSES OF HAVING ACCESS AND MEANS OF INGRESS AND EGRESS TO GRANTEES' PROPERTY DESCRIBED AS TRACT B.



- LEGEND**
- ◆ SECTION CORNER
  - SET CORNER (5/8"x30" REBAR W/CAP)
  - FOUND CORNER
  - ROW LINE
  - SECTION LINE
  - PROPERTY LINE
  - M MEASURED DISTANCE
  - D1 DEARMONT SURVEY APRIL 2001

**SECTION TIES**

**SOUTHEAST CORNER, SEC. 8-T14N-R10W**  
 FOUND 1/2" REBAR w/WOOD STAKE ON THE SOUTH SIDE ±0.5' BELOW GRADE  
 NW 62.11' TO GAS MARKER PIPE  
 NE 56.78' TO TELEPHONE RISER WOODEN POST MARKER  
 SE 39.82' TO RED HEAD IN POWER POLE  
 SW 47.63' TO CHISELED 'X' IN TOP CENTER OF CULVERT RUNNING SW/NE

**EAST 1/4 CORNER, SEC. 8-T14N-R10W**  
 FOUND 1-1/4" PIPE IN COUNTY ROAD AT 'T' INTERSECTION ±0.4' BELOW GRADE  
 ESE 41.00' TO NEAR FACE OF METAL POWER POLE w/GUY WIRE  
 NW 71.21' TO NEAR FACE OF METAL POWER POLE w/GUY WIRE  
 SW 38.57' TO RIVET ON TOP CENTER OF CULVERT SOUTH SIDE  
 NE 42.63' TO CHISELED 'X' ON TOP OF CMP NORTH SIDE

SURVEY RECORD REPOSITORY RECEIVED  
 AUG 03 2009  
 \$ 5  
 County Howard  
 926-166-112

OWNERS: DUANE A. DUNNING & SHIRLEY M. DUNNING  
 SUBDIVIDER: DUANE A. DUNNING & SHIRLEY M. DUNNING  
 SURVEYOR: OLSSON ASSOCIATES  
 ENGINEER: OLSSON ASSOCIATES  
 NUMBER OF LOTS: 1

SHEET 1 OF 2

**OLSSON ASSOCIATES**  
 201 East 2nd Street  
 P.O. Box 1072  
 Grand Island, NE 68802-1072  
 TEL. 308.384.8760  
 FAX 308.384.8752

DWG: F:\Projects\009-1408\_S170\Final\_Plat\09-1408\_FP-Dunning.dwg  
 DATE: Jul 14, 2009 1:22pm  
 USER: Jimenez  
 PREFERENCES

# DUNNING SUBDIVISION

## HOWARD COUNTY, NEBRASKA

### FINAL PLAT

**LEGAL DESCRIPTION**

A TRACT OF LAND IN PART THE SOUTHEAST QUARTER (SE1/4) OF SECTION EIGHT (8), TOWNSHIP FOURTEEN (14) NORTH, RANGE TEN (10) WEST OF THE 8TH P.M., HOWARD COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST 1/4 CORNER OF SEC. 8-T14N-R10W; THENCE ON AN ASSUMED BEARING OF S00°00'00"W A DISTANCE OF 545.48 FEET TO THE POINT OF BEGINNING; THENCE S00°00'49"E A DISTANCE OF 473.99 FEET; THENCE N88°47'19"W A DISTANCE OF 34.10 FEET; THENCE N89°14'40"W A DISTANCE OF 234.35 FEET; THENCE N02°28'59"W A DISTANCE OF 470.82 FEET; THENCE N82°33'51"E A DISTANCE OF 255.24 FEET; THENCE S89°12'37"E A DISTANCE OF 33.47 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS A CALCULATED AREA OF 131,518.75 SQUARE FEET OR 3.019 ACRES MORE OR LESS OF WHICH 0.359 ACRES ARE ROAD RIGHT-OF-WAY.

**SURVEYOR'S CERTIFICATE**

I HEREBY CERTIFY THAT ON July 14 2009, I COMPLETED AN ACCURATE SURVEY, UNDER MY PERSONAL SUPERVISION, OF A TRACT OF LAND IN PART THE SOUTHEAST QUARTER (SE1/4) OF SECTION EIGHT (8), TOWNSHIP FOURTEEN (14) NORTH, RANGE TEN (10) WEST OF THE 8TH P.M., HOWARD COUNTY, AS SHOWN ON THE ACCOMPANYING PLAT THEREOF; THAT IRON MARKERS, EXCEPT WHERE INDICATED WERE FOUND AT ALL CORNERS; THAT THE DIMENSIONS ARE AS SHOWN ON THE PLAT; AND THAT SAID SURVEY WAS MADE WITH REFERENCE TO KNOWN AND UNDISTURBED MONUMENTS.

*[Signature]*  
TIMOTHY J. AITKEN, REGISTERED LAND SURVEYOR NUMBER, LS-458



**DEDICATION OF PLAT**

KNOW ALL MEN BY THESE PRESENTS, THAT DUANE A. DUNNING AND SHIRLEY M. DUNNING, HUSBAND AND WIFE, BEING THE OWNERS OF THE LAND DESCRIBED HEREON, HAVE CAUSED SAME TO BE SURVEYED, SUBDIVIDED, PLATTED AND DESIGNATED AS "DUNNING SUBDIVISION" IN PART THE SOUTHEAST QUARTER (SE1/4) OF SECTION EIGHT (8), TOWNSHIP FOURTEEN (14) NORTH, RANGE TEN (10) WEST OF THE 8TH P.M., HOWARD COUNTY, AS SHOWN ON THE ACCOMPANYING PLAT THEREOF AND DO HEREBY DEDICATE THE EASEMENTS, AS SHOWN THEREON TO THE PUBLIC FOR THEIR USE FOREVER FOR THE LOCATION, CONSTRUCTION AND MAINTENANCE FOR PUBLIC SERVICE UTILITIES, TOGETHER WITH THE RIGHTS OF INGRESS AND EGRESS THEREON; AND HEREBY PROHIBITING THE PLANTING OF TREES, BUSHES AND SHRUBS, OR PLACING OTHER OBSTRUCTIONS UPON, OVER, ALONG OR UNDERNEATH THE SURFACE OF SUCH EASEMENTS; AND THAT THE FOREGOING SUBDIVISION AS MORE PARTICULARLY DESCRIBED IN THE DESCRIPTION HEREON AS APPEARS ON THIS PLAT IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS AND PROPRIETORS.

IN WITNESS WHEREOF, I HAVE AFFIXED MY SIGNATURE HERETO, AT St. Paul, Neb., THIS 14 DAY OF July, 2009.

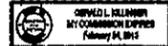
*[Signature]* DUANE A. DUNNING      *[Signature]* SHIRLEY M. DUNNING

**ACKNOWLEDGMENT**

STATE OF NEBRASKA  
COUNTY OF HOWARD

ON THIS 14 DAY OF July, 2009, BEFORE ME Donald L. Killinger A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY, PERSONALLY APPEARED DUANE A. DUNNING AND SHIRLEY M. DUNNING, HUSBAND AND WIFE, TO ME PERSONALLY KNOWN TO BE THE IDENTICAL PERSONS WHOSE SIGNATURES ARE AFFIXED HERETO AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE THEIR VOLUNTARY ACT AND DEED, IN WITNESS WHEREOF, I HAVE HERETO SUBSCRIBED MY NAME AND AFFIXED MY OFFICIAL SEAL AT St. Paul, NEBRASKA, ON THE DATE LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES Feb. 24 2013  
*[Signature]*  
NOTARY PUBLIC



**ACCEPTANCE OF DEDICATIONS**

THE DEDICATIONS SHOWN ON THIS PLAT ARE ACCEPTED BY THE BOARD OF COUNTY COMMISSIONERS OF HOWARD COUNTY, NEBRASKA, ON THIS 21 DAY OF July, 2009.

*[Signature]* COMMISSIONER      *[Signature]* CHAIRMAN  
*[Signature]* COMMISSIONER      *[Signature]* COMMISSIONER  
*[Signature]* COMMISSIONER      *[Signature]* COMMISSIONER

ENTRY ON TRANSFER RECORD THIS 26 DAY OF July, 2009.

*[Signature]*  
COUNTY CLERK

**APPROVALS**

THIS PLAT OF "DUNNING SUBDIVISION" HAS BEEN SUBMITTED TO AND APPROVED BY THE HOWARD COUNTY PLANNING AND ZONING COMMISSION ON THIS 15 DAY OF July, 2009.

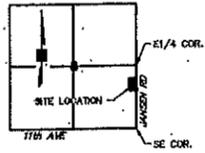
*[Signature]* CHAIRMAN  
*[Signature]* SECRETARY

**REGISTER OF DEEDS CERTIFICATE**

THIS IS TO CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD IN THE REGISTER OF DEEDS OFFICE AT \_\_\_\_\_.

REGISTER OF DEEDS \_\_\_\_\_ DEPUTY \_\_\_\_\_

**LOCATION MAP**  
SEC. 8, T14N, R10W  
NOT TO SCALE



OWNERS: DUANE A. DUNNING & SHIRLEY M. DUNNING

SUBDIVIDER: DUANE A. DUNNING & SHIRLEY M. DUNNING

SURVEYOR: OLSSON ASSOCIATES  
ENGINEER: OLSSON ASSOCIATES  
NUMBER OF LOTS: 1

SHEET 2 OF 2



DWG: F:\Projects\09-1408\1570\Final\_Plat\091408\_LP-Dunning.dwg  
 USER: jmm  
 DATE: Jul 14, 2009 11:22am

**Laura Berthelsen**

---

**From:** Alyssa Wojtalewicz <awojtalewicz1@gmail.com>  
**Sent:** Saturday, November 12, 2022 10:50 AM  
**To:** Laura Berthelsen  
**Subject:** Against dog boarding business

*1189 Jansen*

To Whom it may concern,

It has been brought to our attention that a quarter mile away from our home, a neighbor is wanting to establish a dog boarding business. For the following reasons we are against this business

- Excessive continuous noise/ no shelter-belt to block or absorb noise from excessive
- Danger to our livestock
- Danger to our children (if a dog is not properly restrained, runs loose, is not child friendly or gets startled could potentially cause harm/death.

Thank you for taking our thoughts and concerns into consideration.

Trey and Alyssa Wojtalewicz

---

**ARTICLE 6 – CONDITIONAL USE PERMIT****6.1 GENERAL**

The City Council may authorize by conditional use permit after public hearing, any of the buildings or uses designated in this Ordinance as permitted conditional uses.

**6.2 PROCEDURES**

Such application shall be in writing, filed in the zoning office, state the proposed location and use of the property, and such other relevant matters as may be requested by the Planning Commission. Upon receipt of such application, the Zoning Administrator shall forward the application to the Planning Commission for its recommendation. Upon hearing, the Planning Commission shall forward its recommendation to the City Council, within thirty (30) days. Upon hearing, the City Council may allow or deny the application in whole or in part, or prescribe conditions for such use of the property. No conditional use permit shall become effective until after separate public hearings are held by both the Planning Commission and the City Council in relation thereto, at which parties in interest and citizens shall have an opportunity to be heard. Notice of the purpose, time, and place of such hearing shall be given by publication thereof in a paper of general circulation in the City one time at least ten (10) days prior to such hearing.

In addition to the publication of the notice herein prescribed, a notice, in sign form, of the hearing shall be posted in a conspicuous place on or near the property on which such action is pending. The sign shall be placed at least ten (10) days prior to date of each hearing. A written notice of such hearing shall be distributed to record title owners of property located within three hundred (300) feet of the property line of the property requesting the conditional use permit in incorporated areas and up to one (1) mile of the property line of the property requesting the conditional use permit in unincorporated areas and 300 feet of the property line if adjacent to the corporate limits. Addresses certified by a registered title abstractor of such record title holders shall be provided to the city by the applicant.

Except as otherwise provided herein, no conditional use permit shall be granted by the City Council, without an affirmative vote of a majority of all members of the City Council and providing the proposed use is found to comply with the following guidelines:

1. Be compatible with and similar to the use permitted in the district
2. Not be a matter which should require re-zoning of the property
3. Not be detrimental to adjacent property
4. Not tend to depreciate the value of the surrounding structures or property

5. Be compatible with the stated intended use of the district
6. Not change the character of the district
7. Be in accordance with the Comprehensive Plan

In case of protest against such conditional use permit, signed by the owners of twenty percent (20%) or more either of the area of the lots included in such proposed change, or of those immediately adjacent on the side and in the rear thereof extending one hundred (100) feet, there from, and of those directly opposite thereto extending one hundred (100) feet from the street frontage of such opposite lots, such conditional use permit shall not become effective except by the favorable vote of two-thirds of all members of the City Council.

Redevelopment Area?  Y  N

Residential Area?  Y  N

**Property Improvement Program**  
**St Paul Development Corporation & City of St Paul, Nebraska**

Application

Applicants need to discuss their proposed improvements with the St Paul Development Corporation before the application is submitted. Please direct any questions or comments regarding the submission requirements for the application to Dream Solko [stpauldevcorp@gmail.com](mailto:stpauldevcorp@gmail.com) or 308.754.2181.

Please ensure that all requested items have been included in your submission. It is important to provide the necessary documentation to avoid delays in the processing of your application.

Applicant Name(s): <b>STS Construction - Tyler Solko: Spender Synonsk</b>		
Company Name: " "		
Mailing Address: <b>103 Grand St.</b>		
Business Phone: <b>(402) 690-0854</b>	Home Phone: <b>(308) 750-4864</b>	
E-Mail: <b>stconstruction2012@gmail.com</b>		
Applicant is (mark appropriate box):	Property Owner: <input type="checkbox"/>	Tenant: <input checked="" type="checkbox"/>
If the applicant(s) is not the property owner, provide the following information:		Address:
Property Owner: <b>TD Luke Properties</b>		Phone: <b>(308) 750-8686</b>
Address of Building or Property to be renovated or demolished: <b>1114 2nd St (HWY 281)</b>		

<b>Project Overview</b>		
Project Costs - Describe in detail the proposed "project" being undertaken (e.g. awning addition, architectural renovation, painting, etc.)		
<i>Demolition and clearance projects require at least 2 bids to be submitted.</i>		
<b>Description of Proposed Work</b>	<b>Contractor/Sub</b>	<b>Estimated Cost</b>
<b>New Sign</b>	<b>Tri-City sign</b>	<b>\$1,920.00</b>

Description of Proposed Work	Contractor/Sub	Estimated Cost
<b>Total Estimated Cost:</b>		<b>\$1,920.00</b>
<b>Property Improvement Reimbursement Requested:</b>		<b>\$960.00</b>

- \$5,000 maximum available per application.
- Improvement project minimum of \$1,500.
- Reimbursement to be paid after work is completed.
- Only actual costs of demolition activities will be reimbursed: (Landfill, Contractor, Asbestos, etc.)

When will project start? <b>ASAP</b>	Estimated Days/Months for Completion: <b>1 day</b>
<i>All projects shall have 90 days from approval notification to complete project in order to be eligible for program payment.</i>	
Has any portion of the project been started yet? <input type="checkbox"/> <input checked="" type="checkbox"/> <i>Any portion of the project started prior to an agreement resulting from this application will not be eligible for assistance.</i>	

Attachment Checklist	Included?
Written Bids/Quotes for all work to be completed <i>Demolition and Clearance Activities require 2 bids.</i>	✓
Rendering or Sketch of Proposed Improvement	✓
Color and Materials Samples for Proposed Improvement	
Photographs of the Current Building	
Howard County Treasurer – Real Estate Taxes Current?	
Additional information may be requested as needed	

Comments:



PROPOSAL: 12448

363 N. Elm GRAND ISLAND, NE. 68801-4650  
Phone: (308) 384-6335 Fax: (308) 384-0483

DATE: 114/02/2022

**Customer Information**

Name; Address; City, State, Zip

**Job Location**

Or Ship To Address

**Billing Address**

Name; Address; City, State, Zip

STS Construction Attn: Tyler Solko 103 Grand St St. Paul Ne 68873	Bertch Quality Cabinets 103 Grand St St. Paul Ne 68873	STS Construction Attn: Tyler Solko 103 Grand St St. Paul Ne 68873
Customer Phone: _____	Customer Fax: _____	Email: stsconstruction2012@gmail.com

TRICITY SIGN COMPANY will furnish buyer with one or more hereinafter described signs according to drawing number \_\_\_\_\_ and according to the terms and conditions hereunder.

Manufacture and install (1) set of D/F in existing cabinet

Price.....\$1,920.00 Plus sales tax and permits

In the event of excavating the pole sign footing hole, if there is rock, excessive debris and rock, unstable soil that will require additional excavation, hauling and forming for the concrete footing, additional engineering, rebar and concrete, all work will proceed on a time and material basis until the poles are set and footing is poured.

- A 3% convenience fee for any credit or debit card transactions
- 50% down payment, balance due upon completion
- Final electrical hook up to be completed by others
- Sales Tax Status: Taxable \_\_\_\_\_ Exempt \_\_\_\_\_ Sales Tax # \_\_\_\_\_ State \_\_\_\_\_

All signs are custom built products and, at the option of seller, require payment in advance with order. Installation price is due upon installation. It is the responsibility of the purchaser to provide electrical power to the sign and to provide the final hookup.

NOTE: This proposal may be withdrawn by us if not accepted within \_\_\_\_\_ days. This Contract with all conditions as noted, is herewith accepted by both parties.

_____ Sales Representative	_____ Purchaser
_____ TRI-CITY SIGN COMPANY	By _____
By <u>Tim Marchese</u>	Title _____
Title <u>President</u>	Guaranteed By _____
	Acceptance Date _____



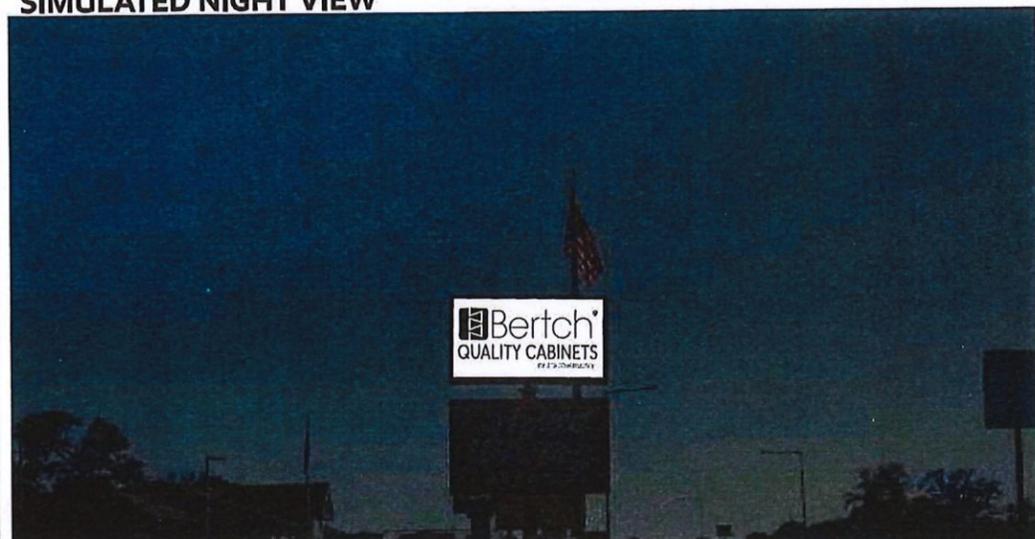
**NEW PLEXIGLAS FA**

MATERIAL: 3/16  
 GRAPHICS: APPLIE  
 APPLICATION: APPL

—3M Series 230—

-  Black  
230-22
-  Silver Grey  
230-51

**SIMULATED NIGHT VIEW**



**Connie Beck**

---

**From:** St Paul Development Corporation <stpauldevcorp@gmail.com>  
**Sent:** Friday, November 11, 2022 12:00 PM  
**To:** Connie Beck  
**Subject:** Agenda Requets  
**Attachments:** BertchSTS.png; STS PIP.pdf

Hey Connie,  
Attached is an agenda request for a PIP approved at the last SPDC meeting.

Thanks,  
***Dream Solko***  
*St. Paul Economic Development Director*



November 1, 2022

Mayor and City Council  
City of St. Paul  
704 6<sup>th</sup> Street  
St. Paul, NE 68873

Re: Renewal of Agreement  
for Street Superintendent and Engineering Services

Dear Mayor and City Council:

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

The signed contract in-place expires on December 31, 2022; therefore, we have enclosed an Agreement which will extend our services to your community through December 31, 2023. You can choose to discontinue our services anytime during the course of the Agreement.

We are requesting you have the attached Agreement reviewed for approval at your next board meeting. The Agreement appoints Jeff R. Palik as your Street Superintendent and Olsson as your City Engineer. If questions or concerns arise from that meeting, please let us know and we can attend your next meeting. If approved, please sign both copies of the Agreement, return one to us and keep a copy for your records.

Olsson has been providing engineering services for Nebraska municipalities for more than 50 years. We take great pride in our superior reputation for client service and quality work, and we offer the most comprehensive list of professional engineering, testing, and survey services in the state.

Sincerely,

A handwritten signature in black ink that reads "Jeff R. Palik".

Jeff R. Palik, PE  
Olsson

Attachments

## Connie Beck

---

**From:** Vicki Burt <vburt@olsson.com>  
**Sent:** Thursday, November 3, 2022 2:54 PM  
**To:** Connie Beck  
**Subject:** Consulting Services Agreement  
**Attachments:** St. Paul 2023 Consulting Services Agreement.pdf

Connie, I have attached the 2023 Consulting Services Agreement for St. Paul. Let me know if you have any questions.

Thanks,

### Vicki Burt

Office Administrative Assistant

D 308.398.2941

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



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[View Legal Disclaimer](#)



## LETTER AGREEMENT FOR PROFESSIONAL SERVICES

January 1, 2022

Mayor and City Council  
City of St. Paul  
704 6<sup>th</sup> Street  
St. Paul, NE 68873

Re: **LETTER AGREEMENT FOR PROFESSIONAL SERVICES**  
Consulting Services Agreement - 2023 (the "Project")  
St. Paul, Nebraska

Dear Mayor and City Council:

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

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

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

### **STREET SUPERINTENDENT SERVICES**

- Guidance and consultation for development and updates to the one- and six-year street plans
- Attendance at one public hearing related to the one- and six-year plan
- Review and updates to the street lane mile report
- Guidance and consultation of program compliance to the Nebraska Board of Public Roads Classifications and Standards

## **GENERAL ENGINEERING CONSULTING SERVICES**

Olsson will provide engineering consulting services as requested by the City Council or its authorized representatives. These general consulting services include the following:

- City Council/Planning Commission meeting attendance
- Site visits to collect data for miscellaneous engineering issues
- Professional opinions and recommendations for miscellaneous engineering issues
- Agency correspondence on behalf of the Client

### **Exclusions**

- Surveying – legal, topographic and construction staking
- Geotechnical
- Environmental Reviews and Permitting
- Project Design
- Bidding Services
- Preparation of preliminary engineering reports, studies, assessments, etc.
- Construction Administration and Observation
- Materials Testing

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

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

### **SCHEDULE FOR OLSSON'S SERVICES**

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

Anticipated Start Date: January 1, 2023  
Anticipated Completion Date: December 31, 2023

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

## COMPENSATION

Lump Sum Phase: Client shall pay to Olsson for the performance of the Scope of Services a lump sum in the amount listed in the Compensation Schedule below. Olsson's reimbursable expenses for this project are included in the lump sum. Olsson shall submit invoices on a monthly basis, and payment is due within 30 calendar days of invoice date.

Time & Expense, Not to Exceed Phase: Client shall pay to Olsson for the performance of the Scope of Services, the actual time of personnel performing such services in accordance with the Labor Billing Rate Schedule(s), and all actual reimbursable expenses in accordance with the Reimbursable Expense Schedule attached to this agreement. Olsson shall submit invoices on a monthly basis, and payment is due within 30 calendar days of invoice date.

- Olsson's Scope of Services will be provided as follows:
  - Street Superintendent Services: \$3,000 Lump Sum
  - Consulting Services Projects: \$5,000 Time & Expenses, Not to Exceed
  
- Olsson will provide for the performance of miscellaneous services as City Engineer. Individual service items performed are not expected to require services which result in fee billings in excess of \$5,000 per project. A separate Amendment will be prepared for any work assignment for which the fees are anticipated at the outset to exceed \$5,000.

## TERMS AND CONDITIONS OF SERVICE

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

Client's designated Project Representative shall be Connie Jo Beck.

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

**OLSSON, INC.**

By Jeff R. Palik  
Jeff R. Palik

By David D. Ziska  
David D. Ziska

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

**CITY OF ST. PAUL, NEBRASKA**

By \_\_\_\_\_  
Signature

Print Name Joel M. Bergman

Title Mayor

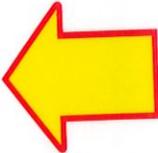
Dated November 21, 2022

Attachments

General Provisions

Billing Rate Schedule

Reimbursable Expense Schedule



## GENERAL PROVISIONS

These General Provisions are attached to and made a part of the respective Letter Agreement or Master Agreement, dated January 1, 2023 between City of St. Paul, Nebraska ("Client") and Olsson, Inc. ("Olsson") for professional services in connection with the project or projects arising under such Letter Agreement or Master Agreement (the "Project(s)").

As used herein, the term "this Agreement" refers to these General Provisions, the applicable Letter Agreement or Master Agreement, and any other exhibits or attachments thereto as if they were part of one and the same document.

### SECTION 1—OLSSON'S SCOPE OF SERVICES

Olsson's scope of services for the Project(s) is set forth in the applicable Letter Agreement or Master Agreement ("Scope of Services").

### SECTION 2—ADDITIONAL SERVICES

2.1 Unless otherwise expressly included, Scope of Services does not include the categories of additional services set forth in Sections 2.2 and 2.3.

2.2 If Client and Olsson mutually agree for Olsson to perform any optional additional services as set forth in this Section 2.2 ("Optional Additional Services"), Client will provide written approval of the agreed-upon Optional Additional Services, and Olsson shall perform or obtain from others such services and will be entitled to an increase in compensation at rates provided in this Agreement. Olsson may elect not to perform all or any of the Optional Additional Services without cause or explanation:

2.2.1 Preparation of applications and supporting documents for governmental financial support of the Project(s); preparation or review of environmental studies and related services; and assistance in obtaining environmental approvals.

2.2.2 Services to make measured drawings of or to investigate existing conditions of facilities.

2.2.3 Services resulting from changes in the general scope, extent or character of the Project(s) or major changes in documentation previously accepted by Client where changes are due to causes beyond Olsson's control.

2.2.4 Services resulting from the discovery of conditions or circumstances which were not contemplated by Olsson at the commencement of this Agreement. Olsson shall notify Client of the newly discovered conditions or circumstances and Client and Olsson shall renegotiate, in good faith, the compensation for this Agreement, if amended terms cannot be agreed upon, Olsson may terminate this Agreement and Olsson shall be paid for its services through the date of termination.

2.2.5 Providing renderings or models.

2.2.6 Preparing documents for alternate bids requested by Client.

2.2.7 Analysis of operations, maintenance or overhead expenses; value engineering; the preparation of rate

schedules; earnings or expense statements; cash flow or economic evaluations or; feasibility studies, appraisals or valuations.

2.2.8 Furnishing the services of independent professional associates or consultants for work beyond the Scope of Services.

2.2.9 Services necessary due to the Client's award of more than one prime contract for the Project(s); services necessary due to the construction contract containing cost plus or incentive-savings provisions; services necessary in order to arrange for performance by persons other than the prime contractor; or those services necessary to administer Client's contract(s).

2.2.10 Services in connection with staking out the work of contractor(s).

2.2.11 Services during out-of-town travel or visits to the site beyond those specifically identified in this Agreement.

2.2.12 Preparation of operating and maintenance manuals.

2.2.13 Services to redesign some or all of the Project(s).

2.2.14 Preparing to serve or serving as a consultant or witness or assisting Client with any litigation, arbitration or other legal or administrative proceeding.

2.2.15 Services relating to Construction Observation, Certification, Inspection, Construction Cost Estimating, project observation, construction management, construction scheduling, construction phasing or review of Contractor's performance means or methods.

2.3 Whenever, in its sole discretion, Olsson determines additional services as set forth in this Section 2.3 are necessary to avoid a delay in the completion of the Project(s) ("Necessary Additional Services"), Olsson shall perform or obtain from others such services without waiting for specific instructions from Client, and Olsson will be entitled to an increase in compensation for such services at the standard hourly billing rate charged for those employees performing the services, plus reimbursable expenses, if any:

2.3.1 Services in connection with work directive changes and/or change orders directed by the Client to any contractors.

2.3.2 Services in making revisions to drawings and specifications occasioned by the acceptance of substitutions proposed by contractor(s); services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by contractor(s); or evaluating an unreasonable or extensive number of claims submitted by contractor(s) or others in connection with the Project(s).

2.3.3 Services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

2.3.4 Additional or extended services during construction made necessary by (1) work damaged during construction, (2) a defective, inefficient or neglected work by any contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, or (4) default by any contractor.

### **SECTION 3—CLIENT'S RESPONSIBILITIES**

3.1. Client shall provide all criteria and full information as to Client's requirements for the Project(s); designate and identify in writing a person to act with authority on Client's behalf in respect of all aspects of the Project(s); examine and respond promptly to Olsson's submissions; and give prompt written notice to Olsson whenever Client observes or otherwise becomes aware of any defect in the Olsson's services.

3.2 Client agrees to pay Olsson the amounts due for services rendered and expenses within thirty (30) days after Olsson has provided its invoice for such services. In the event Client disputes any invoice item, Client shall give Olsson written notice of such disputed item within fifteen (15) days after receipt of such invoice and shall pay to Olsson the undisputed portion of the invoice according to the provisions hereof. If Client fails to pay any invoiced amounts when due, interest will accrue on each unpaid amount at the rate of thirteen percent (13%) per annum from the date due until paid according to the provisions of this Agreement. Interest shall not be charged on any disputed invoice item which is finally resolved in Client's favor. Payment of interest shall not excuse or cure any default or delay in payment of amounts due.

3.2.1 If Client fails to make any payment due Olsson for services and expenses within thirty (30) days after receipt of Olsson's statement therefore, Olsson may, after giving seven (7) days written notice to Client, suspend services to Client under this Agreement until Olsson has been paid in full all amounts due for services, expenses and charges and Client will not obtain any license to any Work Product or be entitled to retain or use any Work Product pursuant to Section 7.1 unless and until Olsson has been paid in full and Client has fully satisfied all of its obligations under this Agreement.

3.3 Payments to Olsson shall not be withheld, postponed or made contingent on the construction, completion or success of the Project(s) or upon receipt by the Client of offsetting reimbursements or credit from other parties who may have caused the need for additional services. No withholdings, deductions or offsets shall be made from Olsson's compensation for any reason unless and until Olsson has been found to be legally liable for such amounts.

3.4 Client shall also do the following and pay all costs incident thereto:

3.4.1 Furnish to Olsson any existing and/or required borings, probings or subsurface explorations; hydrographic surveys; laboratory tests or inspections of samples, materials or equipment; appropriate professional interpretations of any of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic or utility surveys; property descriptions; and/or zoning or deed restrictions; all of which Olsson may rely upon in performing services hereunder.

3.4.2 Guarantee access to and make all provisions for Olsson to enter upon public and private property reasonably necessary to perform its services on the Project(s).

3.4.3 Provide such legal, accounting, independent cost estimating or insurance counseling services as may be required for the Project(s); any auditing service required in respect of contractor(s)' applications for payment; and/or any inspection services to determine if contractor(s) are performing the work legally.

3.4.4 Provide engineering surveys to establish reference points for construction unless specifically included in Olsson's Scope of Services.

3.4.5 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project(s).

3.4.6 If more than one prime contractor is to be awarded the contract for construction, designate a party to have responsibility and authority for coordinating and interfacing the activities of the various prime contractors.

3.4.7 All fees and other amounts payable by Client under this Agreement are exclusive of taxes and similar assessments. Without limiting the foregoing, Client is responsible and liable for all sales, service, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, county or local governmental authority on any amounts payable by Client under this Agreement, other than any taxes imposed on Olsson's income. In the event any governmental authority assesses Olsson for taxes, duties, or charges of any kind in connection with Scope of Services provided by Olsson to Client, Olsson shall be entitled to submit an invoice to Client, its successors or assigns, for the amount of said assessment and related interest and penalties. Client shall pay such invoice in accordance with Olsson's standard payment terms.

3.5 Client shall pay all costs incident to obtaining bids or proposals from contractor(s).

3.6 Client shall pay all permit application review costs for government authorities having jurisdiction over the Project(s).

3.7 Contemporaneously with the execution of this Agreement, Client shall designate in writing an individual to act as its duly authorized Project(s) representative.

3.8 Client shall bear sole responsibility for:

3.8.1 Jobsite safety. Neither the professional activities of Olsson, nor the presence of Olsson or its employees or sub-consultants at the Project shall impose any duty on Olsson relating to any health or safety laws, regulations, rules, programs or procedures.

3.8.2 Notifying third parties including any governmental agency or prospective purchaser, of the existence of any hazardous or dangerous materials located in or around the Project(s) site.

3.8.3 Providing and updating Olsson with accurate information regarding existing conditions, including the existence of hazardous or dangerous materials, proposed

Project(s) site uses, any change in Project(s) plans, and all subsurface installations, such as pipes, tanks, cables and utilities within the Project(s) site.

3.8.4 Providing and assuming all responsibility for: interpretation of contract documents; Construction Observations; Certifications; Inspections; Construction Cost Estimating; project observations; construction management; construction scheduling; construction phasing; and review of Contractor's performance, means and methods. Client waives any claims against Olsson and releases Olsson from liability relating to or arising out of such services and agrees, to the fullest extent permitted by law, to indemnify and hold Olsson harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to such actions and services.

3.9 Client releases Olsson from liability for any incorrect advice, judgment or decision based on inaccurate information furnished by Client or others.

3.10 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including hazardous materials, encountered on the site, Olsson may immediately stop work in the affected area and report the condition to Client. Client shall be solely responsible for retaining independent consultant(s) to determine the nature of the material and to abate or remove the material. Olsson shall not be required to perform any services or work relating to or in the area of such material until the material has been removed or rendered harmless and only after approval, if necessary of the government agency with jurisdiction.

#### **SECTION 4—MEANING OF TERMS**

4.1 The "Cost of Construction" of the entire Project(s) (herein referred to as "Cost of Construction") means the total cost to Client of those portions of the entire Project(s) designed and specified by Olsson, but it will not include Olsson's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this Agreement so specifies, nor will it include Client's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project(s) or the cost of other services to be provided by others to Client pursuant to Section 3.

4.2 The "Salary Costs": Used as a basis for payment mean salaries and wages (base and incentive) paid to all Olsson's personnel engaged directly on the Project(s), including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the cost of customary and statutory benefits, including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay and other group benefits.

4.3 "Certify" or "a Certification": If included in the Scope of Services, such services shall be limited to a statement of Olsson's opinion, to the best of Olsson's professional knowledge, information and belief, based upon its periodic observations and reasonable review of reports and tests created by Olsson or provided to Olsson. Olsson shall not be responsible for constant or exhaustive observation of the work. Client

understands and agrees that any certifications based upon discrete sampling observations and that such observations indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services and certification does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Olsson shall sign pre-printed form certifications only if (a) Olsson approves the form of such certification prior to the commencement of its services, (b) such certification is expressly included in the Scope of Services, (c) the certification is limited to a statement of professional opinion and does not constitute a warranty or guarantee, express or implied. It is understood that any certification by Olsson shall not relieve the Client or the Client's contractors of any responsibility or obligation they may have by industry custom or under any contract.

4.4 "Opinion of Probable Cost": An opinion of probable construction cost made by Olsson. In providing opinions of probable construction cost, it is recognized that neither the Client nor Olsson has control over the costs of labor, equipment or materials, or over the contractor's methods of determining prices or bidding. The opinion of probable construction costs is based on Olsson's reasonable professional judgment and experience and does not constitute a warranty, express or implied, that the contractor's bids or the negotiated price of the work on the Project(s) will not vary from the Client's budget or from any opinion of probable cost prepared by Olsson.

4.5 "Day": A calendar day of 24 hours. The term "days" shall mean consecutive calendar days of 24 hours each, or fraction thereof.

4.6 "Construction Observation": If included in the Scope of Services, such services during construction shall be limited to periodic visual observation and testing of the work to determine that the observed work generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of Construction Observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor or for the contractor's safety precautions and programs nor for failure by the contractor to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor. Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for

any third party, including the contractor or any subcontractor. Client, or its designees shall notify Olsson at least twenty-four (24) hours in advance of any field tests and observations required by the construction documents.

4.7 "Inspect" or "Inspection": If included in the Scope of Services, such services shall be limited to the periodic visual observation of the contractor's completed work to permit Olsson, as an experienced and qualified professional, to determine that the observed work, generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Client, or its designees, shall notify Olsson at least twenty-four (24) hours in advance of any inspections required by the construction documents.

4.8 "Record Documents": Drawings prepared by Olsson upon the completion of construction based upon the drawings and other data furnished to Olsson by the Contractor and others showing significant changes in the work on the Project(s) made during construction. Because Record Documents are prepared based on unverified information provided by others, Olsson makes no warranty of the accuracy or completeness of the Record Documents.

## **SECTION 5—TERMINATION**

5.1 Either party may terminate this Agreement, for cause upon giving the other party not less than seven (7) calendar days written notice of default for any of the following reasons; provided, however, that the notified party shall have the same seven (7) calendar day period in which to cure the default:

5.1.1 Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;

5.1.2 Assignment of this Agreement or transfer of the Project(s) by either party to any other entity without the prior written consent of the other party;

5.1.3 Suspension of the Project(s) or Olsson's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate.

5.2 In the event of a "for cause" termination of this Agreement by either party, the Client shall, within fifteen (15) calendar days after receiving Olsson's final invoice, pay Olsson for all services rendered and all reimbursable costs incurred by

Olsson up to the date of termination, in accordance with the payment provisions of this Agreement.

5.2.1 In the event of a "for cause" termination of this Agreement by Client and (a) a final determination of default is entered against Olsson under Section 6.2 and (b) Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product pursuant to Section 7.1.

5.3 The Client may terminate this Agreement for the Client's convenience and without cause upon giving Olsson not less than seven (7) calendar days written notice. In the event of any termination that is not the fault of Olsson, the Client shall pay Olsson, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by Olsson in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs, any fees, costs or expenses incurred by Olsson in preparing or negotiating any proposals submitted to Client for Olsson's Scope of Services or Optional Additional Services under this Agreement and all other expenses directly resulting from the termination and a reasonable profit of ten percent (10%) of Olsson's actual costs (including overhead) incurred.

## **SECTION 6—DISPUTE RESOLUTION**

### **6.1. Mediation**

6.1.1 All questions in dispute under this Agreement shall be submitted to mediation. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representatives and shall meet within ten (10) days after the service of the notice. The parties themselves shall then attempt to resolve the dispute within ten (10) days of meeting.

6.1.2 Should the parties themselves be unable to agree on a resolution of the dispute, and then the parties shall appoint a third party who shall be a competent and impartial party and who shall be acceptable to each party, to mediate the dispute. Any third party mediator shall be qualified to evaluate the performance of both of the parties, and shall be familiar with the design and construction progress. The third party shall meet to hear the dispute within ten (10) days of their selection and shall attempt to resolve the dispute within fifteen (15) days of first meeting.

6.1.3 Each party shall pay the fees and expenses of the third party mediator and such costs shall be borne equally by both parties.

### **6.2 Arbitration or Litigation**

6.2.1 Olsson and Client agree that from time to time, there may be conflicts, disputes and/or disagreements between them, arising out of or relating to the services of Olsson, the Project(s), or this Agreement (hereinafter collectively referred to as "Disputes") which may not be resolved through mediation. Therefore, Olsson and Client agree that all Disputes shall be resolved by binding arbitration or litigation at the sole discretion and choice of Olsson. If Olsson chooses arbitration, the arbitration proceeding shall proceed in accordance with the Construction Industry Arbitration Rules of the AAA.

6.2.2 Client hereby agrees that Olsson shall have the right to include Client, by consolidation, joinder or other manner, in any arbitration or litigation involving Olsson and a subconsultant or subcontractor of Olsson or Olsson and any other person or entity, regardless of who originally initiated such proceedings.

6.2.3 If Olsson chooses arbitration or litigation, either may be commenced at any time prior to or after completion of the Project(s), provided that if arbitration or litigation is commenced prior to the completion of the Project(s), the obligations of the parties under the terms of this Agreement shall not be altered by reason of the arbitration or litigation being conducted. Any arbitration hearings or litigation shall take place in Lincoln, Nebraska, the location of Olsson's home office.

6.2.4 Except to the extent prohibited by law, the prevailing party in any arbitration or litigation relating to any Dispute shall be entitled to recover from the other party those reasonable attorney fees, costs and expenses incurred by the prevailing party in connection with the Dispute. In the event of a Dispute involving a Claim (as hereinafter defined) against Olsson, Olsson shall be considered the "prevailing party" if Client is awarded materially less than the full amount of damages claimed by the Client in connection with the Dispute. In all other Disputes, "prevailing party" shall mean the party (if any) who obtains all, or substantially all, of the relief requested by that party in connection with the Dispute.

### 6.3 Certification of Merit

Client agrees that it will not assert any claim, including but not limited to, professional negligence, negligence, breach of contract, misconduct, error, omission, fraud, or misrepresentation ("Claim") against Olsson, or any Olsson subconsultant, unless Client has first provided Olsson with a sworn certificate of merit affidavit setting forth the factual and legal basis for such Claim (the "Certificate"). The Certificate shall be executed by an independent engineer ("Certifying Engineer") currently licensed and practicing in the jurisdiction of the Project site. The Certificate must contain: (a) the name and license number of the Certifying Engineer; (b) the qualifications of the Certifying Engineer, including a list of all publications authored in the previous 10 years and a list of all cases in which the Certifying Engineer testified within the previous 4 years; (c) a statement by the Certifying Engineer setting forth the factual basis for the Claim; (d) a statement by the Certifying Engineer of each and every act, error, or omission that the Certifying Engineer contends supports the Claim or any alleged violation of any applicable standard of care; (e) a statement by the Certifying Engineer of all opinions the Certifying Engineer holds regarding the Claim or any alleged violation of any applicable standard of care; (f) a list of every document related to the Project reviewed by the Certifying Engineer; and (g) a list of every individual who provided Certifying Engineer with any information regarding the Project. The Certificate shall be provided to Olsson not less than thirty (30) days prior to any arbitration or litigation commenced by Client or not less than ten (10) days prior to the initial response submitted by Client in any arbitration or litigation commenced by someone other than Client. The Certificate is a condition precedent to the right of Client to assert any Claim in any litigation or arbitration and Client's failure to timely provide a Certificate to Olsson will be grounds for automatic dismissal of the Claim with prejudice. In any such instance, Olsson shall be entitled to an award of attorney's fees, costs, and expenses.

## SECTION 7—MISCELLANEOUS

### 7.1 Reuse of Documents

All documents, including drawings, specifications, reports, boring logs, maps, field data, data, test results, information, recommendations, or opinions prepared or furnished by Olsson (and Olsson's independent professional associates and consultants) pursuant to this Agreement ("Work Product"), are all Olsson's instruments of service, do not constitute goods or products, and are copyrighted works of Olsson. Olsson shall retain an ownership and property interest in such Work Product whether or not the Project(s) is completed. If Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product and Client may make and retain copies of Work Product for use in connection with the Project(s); however, such Work Product is for the exclusive use and benefit of Client or its agents in connection with the Project(s), are not intended to inform, guide or otherwise influence any other entities or persons with respect to any particular business transactions, and should not be relied upon by any entities or persons other than Client or its agents for any purpose other than the Project(s). Such Work Product is not intended or represented to be suitable for reuse by Client or others on extensions of the Project(s) or on any other Project(s). Client will not distribute or convey such Work Product to any other persons or entities without Olsson's prior written consent which shall include a release of Olsson from liability and indemnification by the third party. Any reuse of Work Product without written verification or adaptation by Olsson for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Olsson, or to Olsson's independent professional associates or consultants, and Client shall indemnify and hold harmless Olsson and Olsson's independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation of Work Product will entitle Olsson to further compensation at rates to be agreed upon by Client and Olsson.

### 7.2 Electronic Files

By accepting and utilizing any electronic file of any Work Product or other data transmitted by Olsson, the Client agrees for itself, its successors, assigns, insurers and all those claiming under or through it, that by using any of the information contained in the attached electronic file, all users agree to be bound by the following terms. All of the information contained in any electronic file is the work product and instrument of service of Olsson, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights, unless the same have previously been transferred in writing to the Client. The information contained in any electronic file is provided for the convenience to the Client and is provided in "as is" condition. The Client is aware that differences may exist between the electronic files transferred and the printed hard-copy original signed and stamped drawings or reports. In the event of a conflict between the signed original documents prepared by Olsson and the electronic files, which may be transferred, the signed and sealed original documents shall govern. Olsson specifically disclaims all warranties, expressed or implied, including without limitation, and any warranty of merchantability or fitness for a particular purpose with respect to any electronic files. It shall be Client's responsibility to confirm the accuracy of the information contained in the electronic file and that it accurately reflects the information needed by the Client. Client

shall not retransmit any electronic files, or any portion thereof, without including this disclaimer as part of any such transmissions. In addition, Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Olsson, its officers, directors, employees and sub consultants against any and all damages, liabilities, claims or costs, including reasonable attorney's and expert witness fees and defense costs, arising from any changes made by anyone other than Olsson or from any reuse of the electronic files without the prior written consent of Olsson.

### **7.3 Opinion of Probable Cost**

Since Olsson has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, Olsson's Opinion of Probable Cost provided for herein is made on the basis of Olsson's experience and qualifications and represent Olsson's best judgment as an experienced and qualified professional engineer, familiar with the construction industry. Client acknowledges and agrees that Olsson cannot and does not guarantee proposals or bids and that actual total Project(s) or construction costs may reasonably vary from Olsson's Opinion of Probable Cost. If prior to the bidding or negotiating phase Client wishes greater assurance as to total Project(s) or construction costs, Client shall employ an independent cost estimator as provided in paragraph 3.4.3. If Olsson's Opinion of Probable Cost was performed in accordance with its standard of care and was reasonable under the total circumstances, any services performed by Olsson to modify the contract documents to bring the construction cost within any limitation established by Client will be considered Optional Additional Services and paid for as such by Client. If, however, Olsson's Opinion of Probable Cost was not performed in accordance with its standard of care and was unreasonable under the total circumstances and the lowest negotiated bid for construction of the Project(s) unreasonably exceeds Olsson's Opinion of Probable Cost, Olsson shall modify its work as necessary to adjust the Project(s)' size, and/or quality to reasonably comply with the Client's budget at no additional cost to Client. Under such circumstances, Olsson's modification of its work at no cost shall be the limit of Olsson's responsibility with regard to any unreasonable Opinion of Probable Cost.

### **7.4 Prevailing Wages**

It is Client's responsibility to determine whether the Project(s) is covered under any prevailing wage regulations. Unless Client specifically informs Olsson in writing that the Project(s) is a prevailing wage project and is identified as such in the Scope of Services, Client agrees to reimburse Olsson and to defend, indemnify and hold harmless Olsson from and against any liability, including costs, fines and attorneys' fees, resulting from a subsequent determination that the Project(s) was covered under any prevailing wage regulations.

### **7.5 Samples**

All material testing samples shall remain the property of the Client. If appropriate, Olsson shall preserve samples obtained no longer than forty-five (45) days after the issuance of any document that includes the data obtained from those samples. After that date, Olsson may dispose of the samples or return them to Client at Client's cost.

### **7.6 Standard of Care**

Olsson will strive to perform its services in a manner consistent with that level of care and skill ordinarily exercised by members of Olsson's profession providing similar services in the same locality under similar circumstances at the time Olsson's services are performed. This Agreement creates no other representation, warranty or guarantee, express or implied.

### **7.7 Force Majeure**

Any delay in the performance of any of the duties or obligations of either party hereto (except the payment of money) shall not be considered a breach of this Agreement and the time required for performance shall be extended for a period equal to the period of such delay, provided that such delay has been caused by or is the result of any acts of God, acts of the public enemy, insurrections, riots, embargoes, labor disputes, including strikes, lockouts, job actions, boycotts, fires, explosions, floods, shortages of material or energy, or other unforeseeable causes beyond the control and without the fault or negligence of the party so affected. The affected party shall give prompt notice to the other party of such cause, and shall take promptly whatever reasonable steps are necessary to relieve the effect of such cause.

### **7.8 Equal Employment Opportunity**

Olsson and any sub-consultant or subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

### **7.9 Confidentiality**

In performing this Agreement, the parties may disclose to each other written, oral, electronic, graphic, machine-readable, tangible or intangible, non-public, confidential or proprietary data or information in any form or medium, including but not limited to: (1) information of a business, planning, marketing, conceptual, design, or technical nature; (2) models, tools, hardware, software or source code; and (3) any documents, videos, photographs, audio files, data, studies, reports, flowcharts, works in progress, memoranda, notes, files or analyses that contain, summarize or are based upon any non-public, proprietary or confidential information (hereafter referred to as the "Information"). The Information is not required to be marked as confidential.

7.9.1 Therefore, Olsson and Client agree that the party receiving information from the other party to this Agreement (the "Receiving Party") shall keep information confidential and not use the information in any manner other than in the performance of this Agreement without prior written approval of the party disclosing information (the "Disclosing Party") unless Client is a public entity and the release of information is required by law or legal process.

7.9.2 Prior to the start of construction on the Project, the existence of discussions between the parties, the purpose of this Agreement, and this Agreement shall be considered Information subject to the confidentiality provisions of this Agreement.

7.9.3 Notwithstanding anything to the contrary herein, the Receiving Party shall have no obligation to preserve the confidentiality of any Information which:

7.9.3.1 was previously known to the Receiving Party free of any obligation to keep it confidential; or

7.9.3.2 is or becomes publicly available by other than unauthorized disclosures; or

7.9.3.3 is independently developed by the Receiving Party without a breach of this Agreement; or

7.9.3.4 is disclosed to third parties by the Disclosing Party without restrictions; or

7.9.3.5 is received from a third party not subject to any confidentiality obligations.

7.9.4 In the event that the Receiving Party is required by law or legal process to disclose any of Information of the Disclosing Party, the Receiving Party required to disclose such Information shall provide the Disclosing Party with prompt oral and written notice, unless notice is prohibited by law (in which case such notice shall be provided as early as may be legally permissible), of any such requirement so that the Disclosing Party may seek a protective order or other appropriate remedy.

7.9.5 Notwithstanding anything to the contrary herein (or to the contrary of any existing or future nondisclosure, confidentiality or similar agreement between the parties), Olsson is authorized, to use, display, reproduce, publish, transmit, and distribute Information (including, but not limited to, videos and photographs of the Project) on and in any and all formats and media (including, but not limited to, Olsson's internet website) throughout the world and in all languages in connection with or in any manner relating to the marketing, advertising, selling, qualifying, proposing, commercializing, and promotion of Olsson and/or its services and business and in connection with any other lawful purpose of Olsson. In the event of any conflict or inconsistency between the provisions of this section and any other prior or future nondisclosure, confidentiality or similar agreement between the parties, the terms of this section shall take precedence.

7.9.6 Nothing contained in this Agreement shall be construed as altering any rights that the Disclosing Party has in the Information exchanged with or disclosed to the Receiving Party, and upon request, the Receiving Party will return all Information received in tangible form to the Disclosing Party, or at the Receiving Party's option, destroy all such Information. If the Receiving Party exercises its option to destroy the Information, the Receiving Party shall certify such destruction to the Disclosing Party.

7.9.7 The parties acknowledge that disclosure or use of Information in violation of this Agreement could cause irreparable harm for which monetary damages may be difficult to ascertain or constitute an inadequate remedy. Each party therefore agrees that the Disclosing Party shall be entitled in

addition to its other rights to seek injunctive relief for any violation of this Agreement.

7.9.8 The obligations of confidentiality set forth herein shall survive termination of this Agreement but shall only remain in effect for a period of one (1) year from the date the Information is first disclosed.

#### **7.10 Damage or Injury to Subterranean Structures or Utilities, Hazardous Materials, Pollution and Contamination**

7.10.1 To the extent that work pursuant to this Agreement requires any sampling, boring, excavation, ditching or other disruption of the soil or subsurface at the Site, Olsson shall confer with Client prior to such activity and Client will be responsible for identifying, locating and marking, as necessary, any private subterranean structures or utilities and Olsson shall be responsible for arranging investigation of public subterranean structures or utilities through an appropriate utility one-call provider. Thereafter, Olsson shall take all reasonable precautions to avoid damage or injury to subterranean structures or utilities which were identified by Client or the one-call provider. Olsson shall not be responsible for any damage, liability or costs, for any property damage, injury or economic loss arising or allegedly arising from damages to subterranean structures or utilities caused by subsurface penetrations in locations approved by Client and/or the one call provider or not correctly shown on any plans, drawings or utility clearance provided to Olsson, except for damages caused by the negligence of Olsson in the use of such information.

7.10.2 It is understood and agreed that any assistance Olsson may provide Client in the disposal of waste materials shall not result in Olsson being deemed as a generator, arranger, transporter or disposer of hazardous materials or hazardous waste as defined under any law or regulation. Title to all samples and waste materials remains with Client, and at no time shall Olsson take title to the above material. Client may authorize Olsson to execute Hazardous Waste Manifest, Bill of Lading or other forms as agent of Client. If Client requests Olsson to execute such documents as its agent, the Hazardous Waste Manifest, Bill of Lading or other similar documents shall be completed in the name of the Client. Client agrees to indemnify and hold Olsson harmless from any and all claims that Olsson is a generator, arranger, transporter, or disposer of hazardous waste as a result of any actions of Olsson, including, but not limited to, Olsson signing a Hazardous Waste Manifest, Bill of Lading or other form on behalf of Client.

7.10.3 At any time, Olsson can request in writing that Client remove samples, cuttings and hazardous substances generated by the Project(s) from the project site or other location. Client shall promptly comply with such request, and pay and be responsible for the removal and lawful disposal of samples, cuttings and hazardous substances, unless other arrangements are mutually agreed upon in writing.

7.10.4 Client shall release Olsson of any liability for, and shall defend and indemnify Olsson against any and all claims, liability and expense resulting from operations under this Agreement on account of injury to, destruction of, or loss or impairment of any property right in or to oil, gas, or other mineral substance or water, if at the time of the act or omission causing such injury, destruction, loss or impairment, said substance had not been reduced to physical possession above the surface of

the earth, and for any loss or damage to any formation, strata, reservoir beneath the surface of the earth.

7.10.5 Notwithstanding anything to the contrary contained herein, it is understood and agreed by and between Olsson and Client that the responsibility for pollution and contamination shall be as follows:

7.10.5.1 Unless otherwise provided herein, Client shall assume all responsibility for, including control and removal of, and protect, defend and save harmless Olsson from and against all claims, demands and causes of action of every kind and character arising from pollution or contamination (including naturally occurring radioactive material) which originates above the surface of the land or water from spills of fuels, lubricants, motor oils, pipe dope, paints, solvents, ballast, bilge and garbage, except unavoidable pollution from reserve pits, wholly in Olsson's possession and control and directly associated with Olsson's equipment.

7.10.5.2 In the event a third party commits an act or omission which results in pollution or contamination for which either Olsson or Client, for whom such party is performing work, is held to be legally liable, the responsibility therefore shall be considered as between Olsson and Client, to be the same as if the party for whom the work was performed had performed the same and all of the obligations regarding defense, indemnity, holding harmless and limitation of responsibility and liability, as set forth herein, shall be specifically applied.

#### 7.11 Controlling Law and Venue

The parties agree that this Agreement and any legal actions concerning its validity, interpretation or performance shall be governed by the laws of the State of Nebraska. It is further agreed that any legal action between the parties arising out of this Agreement or the performance of services shall be brought in a court of competent jurisdiction in Nebraska.

#### 7.12 Subconsultants

Olsson may utilize as necessary in its discretion subconsultants and other subcontractors. Olsson will be paid for all services rendered by its subconsultants and other subconsultants as set forth in this Agreement.

#### 7.13 Assignment

7.13.1 Client and Olsson each are hereby bound and the partners, successors, executors, administrators and legal representatives of Client and Olsson (and to the extent permitted by paragraph 7.13.2 the assigns of Client and Olsson) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

7.13.2 Neither Client nor Olsson shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or

discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Olsson from employing such subconsultants and other subcontractors as Olsson may deem appropriate to assist in the performance of services under this Agreement.

7.13.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client and Olsson, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Olsson and not for the benefit of any other party. There are no third-party beneficiaries of this Agreement.

#### 7.14 Indemnity

Olsson and Client mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to third party personal injury or third party property damage and arising from their own negligent acts, errors or omissions in the performance of their services under this Agreement, but only to the extent that each party is responsible for such damages, liabilities or costs on a comparative basis of fault.

#### 7.15 Limitation on Damages

7.15.1 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither party's individual employees, principals, officers or directors shall be subject to personal liability or damages arising out of or connected in any way to the Project(s) or to this Agreement.

7.15.2 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither Client nor Olsson, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any delay damages, any punitive damages or any incidental, indirect or consequential damages arising out of or connected in any way to the Project(s) or to this Agreement. This mutual waiver of delay damages and consequential damages shall include, but is not limited to, disruptions, accelerations, inefficiencies, increased construction costs, increased home office overhead, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other delay or consequential damages that either party may have incurred from any cause of action including, but not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. Both the Client and Olsson shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the Project(s).

7.15.3 Notwithstanding any other provision of this Agreement, Client agrees that, to the fullest extent permitted by law, Olsson's total liability to the Client for any and all injuries, claims, losses, expenses, damages, or claims expenses of any kind arising from any services provided by or through Olsson under this Agreement, shall not exceed the amount of Olsson's fee earned under this Agreement. Client acknowledges that such causes include, but are not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract

and/or breach of strict or implied warranty. This limitation of liability shall apply to all phases of Olsson's services performed in connection with the Project(s), whether subsequent to or prior to the execution of this Agreement.

#### **7.16 Entire Agreement/Severability**

This Agreement supersedes all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by the Client and Olsson. If any part of this Agreement is found to conflict with applicable law, such part alone shall be null and void and considered stricken, but the remainder of this Agreement shall be given full force and effect.

**Olsson Billing Rate Schedule  
2022 Labor Rates**

<u>Description</u>	<u>Range</u>
Principal	133.00 - 412.00
Project Manager	123.00 - 247.20
Project Professional	101.00 - 223.51
Assistant Professional	69.00 - 164.80
Designer	93.00 - 199.82
CAD Operator	56.00 - 126.69
Survey	54.00 - 176.13
Construction Services	45.00 - 247.20
Administrative/Clerical	43.00 - 159.00

**Note:**

1. Special Services not included in above categories will be provided on a Special Labor Rate Schedule
2. Rates subject to change based upon updates to Billing Rates for upcoming year.

Please contact the Project Manager for special services not included above (Survey; Field Operations including Special Inspections, Construction Administration/Observation, and Geotechnical; Non-Destructive Testing, and Drilling) and they will provide their Special Services Labor Rate Schedule to include with your Agreement

## **REIMBURSABLE EXPENSE SCHEDULE**

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

<b><u>Classification</u></b>	<b><u>Cost</u></b>
Automobiles (Personal Vehicle)	\$0.625/mile*
Suburban's and Pick-Ups	\$0.75/mile*
Automobiles (Olsson Vehicle)	\$95.00/day
Other Travel or Lodging Cost	Actual Cost
Meals	Actual Cost
Printing and Duplication including Mylars and Linens	
In-House	Actual Cost
Outside	Actual Cost+10%
Postage & Shipping Charges for Project Related Materials including Express Mail and Special Delivery	Actual Cost
Film and Photo Developing	Actual Cost+10%
Telephone and Fax Transmissions	Actual Cost+10%
Miscellaneous Materials & Supplies Applicable to this Project	Actual Cost+10%
Copies of Deeds, Easements or other Project Related Documents	Actual Cost+10%
Fees for Applications or Permits	Actual Cost+10%
Sub-Consultants	Actual Cost+10%
Taxes Levied on Services and Reimbursable Expenses	Actual Cost

\*Rates consistent with the IRS Mileage Rate Reimbursement Guidelines (Subject to Change).

Rev. 6-2022

1	<b>GENERAL #5 August 2, 2022</b>	20-21 Actual	21-22 Budget	21-22 Estimate	22-23 Budget
2	<b>REVENUE</b>	A	B	C	D
3	Property Tax	\$ 134,929.00	\$ 135,000.00	\$ 135,000.00	\$ 135,000.00
4	Muni-Equalization	\$ 117,820.00	\$ 124,471.00	\$ 124,471.00	\$ 132,840.00
5	Franchise Tax: Spectrum (4) / Blackhills (1)	\$ 25,934.00	\$ 27,600.00	\$ 26,410.00	\$ 26,000.00
6	Zoning Permit Fees	\$ 1,205.00	\$ 1,800.00	\$ 1,000.00	\$ 1,000.00
7	Pet Tag Fees	\$ 640.00	\$ 500.00	\$ 550.00	\$ 500.00
8	Fee, Permits; Liquor; Tobacco	\$ 3,416.00	\$ 3,300.00	\$ 4,500.00	\$ 4,000.00
9	Mobile Food Fees	\$ 600.00	\$ 700.00	\$ 600.00	\$ 600.00
10	Int. 100027,411025,504684, 504805,	\$ 25,988.00	\$ 26,000.00	\$ 20,770.00	\$ 20,000.00
11	2 TCD, ICS				
12	Land/Lot Sale (10-410) Amer. Legion	\$ 500.00	\$ -	\$ -	\$ -
13	Trfr In: Lt US Wage \$19,282	\$ 18,335.00	\$ 23,710.00	\$ 18,710.00	\$ 19,282.00
14	Trfr In: Wt US Wage \$19,282	\$ 18,335.00	\$ 23,710.00	\$ 18,710.00	\$ 19,282.00
15	Trfr In: Sw US Wage \$19,282	\$ 18,335.00	\$ 23,710.00	\$ 18,710.00	\$ 19,282.00
16	Trfr In: Str US Wage \$19,282	\$ 18,335.00	\$ 23,710.00	\$ 18,710.00	\$ 19,282.00
17	<b>RESERVES: Land Acquisition = \$50,000</b>	\$ -	\$ -	\$ -	
18	Reimb: ACE 1580; Tasc 250; Med Sup 225	\$ 1,546.00	\$ -	\$ 2,755.00	\$ 1,500.00
19	Reserve: Council Speaker System; Off. Update	\$ -	\$ -	\$ -	
20	\$5,000 / \$30,000 General ICS = \$35,000				
21	<b>TOTAL REVENUES</b>	\$ 385,918.00	\$ 414,211.00	\$ 390,896.00	\$ 398,568.00
22	<b>EXPENSE</b>				
23	<b>PERSONNEL SERVICES</b>				
24	Wage: Clerk; Deputy; US; Council	\$ 197,849.00	\$ 211,865.00	\$ 214,331.00	\$ 219,270.00
25	Overtime: Laura	\$ 1,387.00	\$ 2,000.00	\$ 1,500.00	\$ 2,000.00
26	Fica - 6.20%	\$ 10,911.00	\$ 13,260.00	\$ 13,382.00	\$ 13,719.00
27	Medicare - 1.45%	\$ 2,552.00	\$ 3,101.00	\$ 3,130.00	\$ 3,209.00
28	Pension 6%	\$ 10,924.00	\$ 11,896.00	\$ 12,950.00	\$ 12,340.00
29	Insurance: BCBS / LTD	\$ 72,121.00	\$ 79,188.00	\$ 73,989.00	\$ 49,412.00
30	<b>OPERATING EXPENSE</b>				
31	125 Plan: All Dept Tasc annual fee	\$ 2,075.00	\$ 1,955.00	\$ 1,955.00	\$ 1,955.00
32	Payroll ACH Fees: ALL DEPTS	\$ 344.00	\$ 450.00	\$ 400.00	\$ 450.00
33	Prof/School: NPZA, Conf, Drug, Election Exp	\$ 7,739.00	\$ 5,500.00	\$ 7,225.00	\$ 8,380.00
34	\$5400, Tobacco/Liquor School				
35	Memb & Dues: Pet Tag;Loup Basin;Sparq	\$ 5,273.00	\$ 4,000.00	\$ 3,900.00	\$ 4,000.00
36	Legal Fees:	\$ 9,675.00	\$ 9,000.00	\$ 5,000.00	\$ 9,000.00
37	Record Fee: Register of Deeds	\$ 128.00	\$ 500.00	\$ 200.00	\$ 500.00
38	Comm: Clearfly; Spectrum	\$ 1,938.00	\$ 2,200.00	\$ 1,890.00	\$ 2,200.00
39	Publish / Codif.	\$ 6,373.00	\$ 6,500.00	\$ 6,400.00	\$ 6,500.00
40	Insur: LARM: Liab; WC; Bonding E/O: 21.5%	\$ 12,442.00	\$ 11,000.00	\$ 11,422.00	\$ 14,578.00
41	(Plus \$700 Fireworks)				
42	City Lights	\$ 9,805.00	\$ 10,300.00	\$ 9,629.00	\$ 10,300.00
43	Uniforms: 5 persons	\$ 1,640.00	\$ 1,665.00	\$ 1,665.00	\$ 2,000.00
44	Public Maint: - Hilmer / Vacant Lots	\$ 1,040.00	\$ 1,000.00	\$ 500.00	\$ 1,000.00
45	Computer: COR,Banyon,Cyber;Off365, Email	\$ 4,540.00	\$ 6,000.00	\$ 4,500.00	\$ 6,000.00
46	Office Supplies	\$ 2,046.00	\$ 2,500.00	\$ 2,000.00	\$ 2,500.00
47	<b>Postage: NUISANCE \$1000</b>	\$ 152.00	\$ 400.00	\$ 200.00	\$ 1,400.00
48	Acct Fees-Audit 15800,Budget 9000	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
49	<b>LAND: Acquisition and Fence to Split Property</b>	\$ -	\$ -	\$ -	\$ 50,000.00
50	Bldg R&M:Entech; Copier; Police Copier \$240;	\$ 2,211.00	\$ 2,800.00	\$ 2,500.00	\$ 2,800.00
51	Fire \$540, US 600; HVAC \$700				
52	<b>CAPITAL OUTLAY</b>				

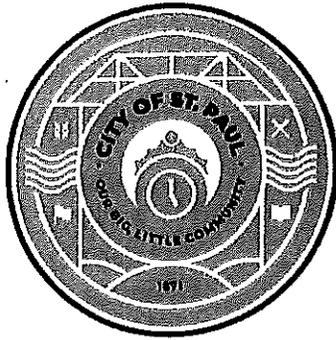
*Office Renovation*  
*\$30,000*  
*22-23*

53	Improve: Council-Chamber Speaker \$5,000;	\$ 1,260.00	\$ 19,000.00	\$ -	\$ 35,000.00
54	(Off. Update-\$30,000)				
55	<b>TOTAL EXPENDITURES</b>	\$ 366,425.00	\$ 408,080.00	\$ 380,668.00	\$ 460,513.00
56	<b>NET ANNUAL CASH FLOW</b>	\$ 19,493.00	\$ 6,131.00	\$ 10,228.00	\$ (61,945.00)
	2022 Dana Cole: Budget \$9,000; Audit \$15,800; Keno \$2,300; Eco. Dev. \$2,000				
	2021 Dana Cole: Budget \$8900; Audit \$13,780; Keno \$2,000, Eco. Dev. \$1,850				
	<b>Time CD's: \$555,891</b>				
	<b>ICS \$1,342,803</b>			GCA Days / Fireworks will be funded by Keno!!!	
	<b>M. Mkt 504-684 = \$15,484</b>				
	<b>M. Mkt 504805 = \$13,256</b>				
	<b>Health Deductible #102482 = \$207,177</b>				
	2015 NETS; 2017 SparqData				
	2016 Office Window - Northup \$1150				
	2017 Office Window - \$1,000				
	2017 Paint \$6158 & Wrap doors \$5900				
	2018 New Copier \$7,824				
	2018 Scarborough Fix Roof \$2,000				
	2018 Council Chamber flooring \$4,500				
	2019 Doors - Northup Siding \$3,800				
	2019 Timecard Module				
	2020 Advance Climate new Rheem \$8800				
	2020 BTS - Ph Sys \$4941 = #504805				
	2022 Server Rack System / Emails to Icloud				
	<b>GENERAL #5</b>				

# 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>	
<b>Homestead Bank</b>	<b>Sept. 1, 2022</b>	<b>October 1, 2022</b>		<b>Comments</b>
Checking 100-027	\$ (1,479,140.92)	\$ 1,144,684.58	\$ (334,456.34)	
Sales Tax 300-277	\$ (31,210.53)	\$ 18,141.82	\$ (13,068.71)	St Mtr Veh; 25% Infrast
Civic Center 300-749	\$ (5,162.27)	\$ 5,162.31	\$ 0.04	
City REDLG 301-465	\$ (93,379.57)	\$ 101,334.62	\$ 7,955.05	Vogel; Teresa's Fl; Bootlegger; HCMC
City ARP 303057	\$ (337,787.42)	\$ 254,597.08	\$ (83,190.34)	
Water Trmt 504-189	\$ (7,402.14)	\$ 7,402.43	\$ 0.29	
Keno 504-409	\$ (74,924.95)	\$ 74,734.09	\$ (190.86)	Keno Rev \$10,264; Disb.- Welcome Sign
Sales Tax 504420	\$ (243,881.46)	\$ 268,243.96	\$ 24,362.50	LB840 Rev; Sales Tax \$43,374; Disb.- Concrete Ind. American Legion Culvert \$15,400
Pool 504-442	\$ (13,886.85)	\$ 13,887.97	\$ 1.12	
Prem General 504-684	\$ (25,484.72)	\$ 25,486.70	\$ 1.98	
General 504-805	\$ (13,259.22)	\$ 13,260.29	\$ 1.07	
Sewer 504-849	\$ (19,219.60)	\$ 19,221.15	\$ 1.55	
Police 504-860	\$ (15,827.02)	\$ 15,828.30	\$ 1.28	
Senior Center 504-882	\$ (8,333.47)	\$ 8,333.80	\$ 0.33	
Brick (Street) 504-915	\$ (2,022.63)	\$ 2,022.71	\$ 0.08	
Library Maint. 504-970	\$ (5,332.06)	\$ 5,332.27	\$ 0.21	
Light Sinking 504-981	\$ (10,217.88)	\$ 10,718.73	\$ 500.85	State Patrol Rent \$250; + Int
Fire Sinking 504-992	\$ (7,476.12)	\$ 7,476.41	\$ 0.29	
EMT Sinking 505-003	\$ (7,890.86)	\$ 7,891.17	\$ 0.31	
Street Sinking 505-014	\$ (11,909.56)	\$ 11,910.52	\$ 0.96	
Park Sinking 505-025	\$ (11,567.96)	\$ 11,568.90	\$ 0.94	
TIF Projects 505-036	\$ (1,109.39)	\$ 1,109.43	\$ 0.04	
Elm. Cem. Found. 505168	\$ (16,593.83)	\$ 16,595.17	\$ 1.34	
Civic Center Sink 505179	\$ (1,828.02)	\$ 1,828.09	\$ 0.07	
Walk/Bike 5482-7	\$ (3,440.87)	\$ 3,440.87	\$ -	
Light CD 3212195	\$ (43,041.55)	\$ 43,041.55	\$ -	
Water CD 3212196	\$ (32,689.79)	\$ 32,689.79	\$ -	
Sewer CD 3212197	\$ (38,138.08)	\$ 38,138.08	\$ -	
Sewer CD 3212198	\$ (38,138.08)	\$ 38,138.08	\$ -	
General CD 3212199	\$ (41,407.05)	\$ 41,407.05	\$ -	
Fire CD 3212200	\$ (25,062.18)	\$ 25,062.18	\$ -	
Ambulance CD 3212201	\$ (53,938.15)	\$ 53,938.15	\$ -	
Park CD 3212202	\$ (43,586.39)	\$ 43,586.39	\$ -	
General CD 3548302	\$ (229,179.97)	\$ 229,497.68	\$ 317.71	
General CD 3212279	\$ (164,101.19)	\$ 165,300.70	\$ 1,199.51	
<b>Citizens Bank</b>				
Consumer Dep 102-415	\$ (52,950.71)	\$ 53,750.71	\$ 800.00	

Cafeteria 125 102-407	\$ (23,623.01)	\$ 17,928.45	\$ (5,694.56)	
Health Ded 102-482	\$ (232,363.34)	\$ 238,197.38	\$ 5,834.04	Regional Care Activity RE Deductible
25% Infrast 102-342	\$ (99,006.78)	\$ 106,612.06	\$ 7,605.28	25% Infrast Deposit
Cemetery Sav 753-122	\$ (12,380.23)	\$ 12,880.23	\$ 500.00	Perp Care \$200 (T. Petersen)
Park Aluminum 772682	\$ (4,157.26)	\$ 4,325.76	\$ 168.50	Alum Cans
General TCD 109366	\$ (62,403.12)	\$ 62,403.12	\$ -	
General TCD 109367	\$ (62,391.87)	\$ 62,391.87	\$ -	
Sales Tax TCD 109680	\$ (82,701.18)	\$ 82,836.67	\$ 135.49	
Light TCD 109681	\$ (45,815.53)	\$ 45,815.53	\$ -	
Light ICS 103217	\$ (816,839.52)	\$ 817,762.65	\$ 923.13	
Water ICS 103225	\$ (98,860.16)	\$ 98,971.83	\$ 111.67	
Sewer ICS 103241	\$ (255,160.65)	\$ 255,449.01	\$ 288.36	
General ICS 103209	\$ (877,774.63)	\$ 878,766.65	\$ 992.02	
Building ICS 103233	\$ (48,325.83)	\$ 48,380.42	\$ 54.59	
Fire ICS 103268	\$ (34,250.04)	\$ 34,288.74	\$ 38.70	
Ambulance ICS 103276	\$ (162,638.09)	\$ 162,821.88	\$ 183.79	
Park ICS 103284	\$ (36,032.01)	\$ 36,072.72	\$ 40.71	
(Batting Cage)				
Police ICS 103292	\$ (51,918.22)	\$ 29,675.39	\$ (22,242.83)	
Keno ICS 103314	\$ (73,193.72)	\$ 73,276.43	\$ 82.71	
Street ICS 103349	\$ (81,111.21)	\$ 81,202.87	\$ 91.66	
Library ICS 103365	\$ (53,731.55)	\$ 53,792.27	\$ 60.72	
Senior Center ICS 103373	\$ (38,334.93)	\$ 38,378.25	\$ 43.32	
Redlg ICS 103381	\$ (33,379.72)	\$ 33,417.43	\$ 37.71	
Pool ICS 103438	\$ (29,626.39)	\$ 29,659.87	\$ 33.48	
Cemetery ICS 103446	\$ (19,716.12)	\$ 19,738.40	\$ 22.28	
25% Infrastructure ICS	\$ (105,489.78)	\$ 105,608.99	\$ 119.21	
Sales Tax ICS 103462	\$ (50,789.19)	\$ 50,846.58	\$ 57.39	
<b>Heritage Bank</b>				
UB ACH 411025	\$ (430,211.08)	\$ 523,260.35	\$ 93,049.27	UB ACH Deposit
<b>NPAIT INVESTMENTS</b>				
Light #23251-101	\$ (449,611.31)	\$ 449,611.31	\$ -	New Npait Investment
Water #23251-102	\$ (148,876.01)	\$ 148,876.01	\$ -	"
General #23251-104	\$ (449,595.11)	\$ 449,595.11	\$ -	"
Sewer #23251-106	\$ (198,763.68)	\$ 198,763.68	\$ -	"
Fire #23251-107	\$ (84,798.71)	\$ 84,798.71	\$ -	"
Ambulance #23251-108	\$ (149,878.32)	\$ 149,878.32	\$ -	"
Park #23251-109	\$ (90,715.83)	\$ 90,715.83	\$ -	"
Library #23251-110	\$ (49,302.08)	\$ 49,302.08	\$ -	"
Keno #23251-111	\$ (99,590.20)	\$ 99,590.20	\$ -	"
Redlg #23251-112	\$ (49,302.59)	\$ 49,302.59	\$ -	"
<b>CITY FUND TOTAL</b>	<b>\$ (8,903,181.46)</b>	<b>\$ 8,589,959.37</b>	<b>\$ (313,222.09)</b>	



# City of St. Paul, Nebraska

704 6th Street • St. Paul, NE 68873

Phone (308) 754-4483

As of October 31, 2022

## Homestead Bank

Checking (NOW) 300-100-027.....	\$	1,144,684.58
City Sales Tax (Checking) 300-300-277.....		18,141.82
St. Paul Civic Center (MMDA) 300-300-749.....		5,162.31
City REDLG (Secure Plus) 300-301-465.....		101,334.62
American Rescue Plan (ARP) Funds 300-303-057.....		254,597.08
Water Treatment Plant (Bond Reserve) (MMDA) 300-504-189.....		7,402.43
Keno (MMDA) 300-504-409.....		74,734.09
Sales Tax (P.I.) 300-504-420.....		268,243.96
Pool Construction (MMDA) 300-504-442.....		13,887.97
Premium Investment (P.I.) 300-504-684.....		25,486.70
General Equipment Sinking (MMDA) 300-504-805.....		13,260.29
Sewer Building & Equipment Fund (MMDA) 300-504-849.....		19,221.15
Police Equipment Fund (MMDA) 300-504-860.....		15,828.30
Senior Center Fund (MMDA) 300-504-882.....		8,333.80
Brick Account (MMDA) 300-504-915.....		2,022.71
Library Maintenance Reserve (MMDA) 300-504-970.....		5,332.27
Light Sinking Fund (MMDA) 300-504-981.....		10,718.73
Fire Sinking Fund (MMDA) 300-504-992.....		7,476.41
EMT Sinking Fund (MMDA) 300-505-003.....		7,891.17
Street Sinking Fund (MMDA) 300-504-014.....		11,910.52
Park Equipment Sinking Fund (MMDA) 300-505-025.....		11,568.90
TIF Projects (MMDA) 300-505-036.....		1,109.43
After School Program (MMDA) 300-505-146.....		0.00
St. Paul Elmwood Cemetery Foundation (MMDA) 300-505-168.....		16,595.17
Civic Center Sinking Fund (MMDA) 300-505-179.....		1,828.09
Walk/Bike Trail (Savings) 300054827.....		3,440.87
Light (TCD) 3233633 mat. 2/3/25.....		43,041.55
Water (TCD) 3398295 mat. 2/3/25.....		32,689.79
Sewer (TCD) 3729928 mat. 2/3/25.....		38,138.08
Sewer (TCD) 3854749 mat. 2/3/25.....		38,138.08
General (TCD) 3272801 mat. 2/3/25.....		41,407.05
Fire (TCD) 3302364 mat. 2/3/25.....		25,062.18
Ambulance (TCD) 3628065 mat 2/3/25.....		53,938.15
Park (TCD) 3229852 mat. 2/3/25.....		43,586.39
General (TCD) 3548302 mat. 10/11/23.....		229,497.68
General (TCD) 3212279 mat. 7/8/24.....		165,300.70

## Citizens Bank & Trust

Consumer Deposit Fund (Checking) 102415.....		53,750.71
Cafeteria 125 (NOW) 102407.....		17,928.45



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



Health Deductible Account (NOW) 102482.....	238,197.38
Sales Tax Infrastructure (NOW) 102342.....	106,612.06
Cemetery (Savings) 753122.....	12,880.23
City Park Aluminum Improvement (Savings) 772682.....	4,325.76
General (TCD) 109366 mat 11/15/23.....	62,403.12
General (TCD) 109367 mat 11/15/23.....	62,391.87
Sales Tax (TCD) 109680 mat 10/25/23.....	82,836.67
Light (TCD) 109681 mat 5/16/24.....	45,815.53
Lights (ICS MMA) 103217.....	817,762.65
Water (ICS MMA) 103225.....	98,971.83
Sewer (ICS MMA) 103241.....	255,449.01
General (ICS MMA) 103209.....	878,766.65
Building (ICS MMA) 103233.....	48,380.42
Fire (ICS MMA) 103268.....	34,288.74
Ambulance (ICS MMA) 103276.....	162,821.88
Park (ICS MMA) 103284.....	36,072.72
Police (ICS MMA) 103292.....	29,675.39
Keno (ICS MMA) 103314.....	73,276.43
Streets (ICS MMA) 103349.....	81,202.87
Library (ICS MMA) 103365.....	53,792.27
Senior Center (ICS MMA) 103373.....	38,378.25
Red Leg (ICS MMA) 103381.....	33,417.43
Pool (ICS MMA) 103438.....	29,659.87
Elmwood Cemetery (ICS MMA) 103446.....	19,738.40
25% Sales Tax Infrastructure (ICS MMA) 102342.....	105,608.99
City Sales Tax 103462 (ICS Bus. Int.).....	50,846.58

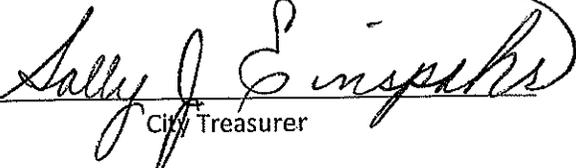
**Heritage Bank**

ACH Account (MMDA) 411025.....	523,260.35
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**NPAIT Funds**

Light Funds 23251-101.....	449,611.31
Water Funds 23251-102.....	148,876.01
General Funds 23251-104.....	449,595.11
Sewer Funds 23251-106.....	198,763.68
Fire Funds 23251-107.....	84,798.71
Ambulance Funds 23251-108.....	149,878.32
Park Funds 23251-109.....	90,715.83
Library Funds 23251-110.....	49,302.08
Keno Funds 23251-111.....	99,590.20
REDLG Funds 23251-112.....	49,302.59

Total City Funds.....\$	8,589,959.37
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 City Treasurer

Deposits and Checks printed for Month (held in statement folder)

**2022-2023**

Month / Year	Deposit Total	Check Total	Grand Total	Comment
October 31, 2022	\$ 464,165.29	\$ (705,572.36)	\$ (241,407.07)	
November 30, 2022			\$ -	
December 31, 2022			\$ -	
January 31, 2023			\$ -	
February 28, 2023			\$ -	
March 31, 2023			\$ -	
April 30, 2023			\$ -	
May 31, 2023			\$ -	
June 30, 2023			\$ -	
July 31, 2023			\$ -	
August 31, 2023			\$ -	
September 30, 2023			\$ -	
<b>Grand Total</b>	<b>\$ 464,165.29</b>	<b>\$ (705,572.36)</b>	<b>\$ (241,407.07)</b>	
<b>Deposit &amp; Checks Monthly Total (Shared)</b>				

Deposits and Checks printed for Month (held in statement folder)				
<b>2021-2022</b>				
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	\$ 966,797.80	\$ (754,868.81)	\$ 211,928.99	
July 31, 2022	\$ 1,201,583.46	\$ (1,113,826.96)	\$ 87,756.50	
August 31, 2022	\$ 1,764,083.34	\$ (1,722,349.97)	\$ 41,733.37	
September 30, 2022	\$ 1,441,710.33	\$ (1,175,867.95)	\$ 265,842.38	
<b>Grand Total</b>	<b>\$ 10,900,832.49</b>	<b>\$ (9,990,221.41)</b>	<b>\$ 910,611.08</b>	
Deposit & Checks Monthly Total (Shared)				

Checks for Month

11100 CHECKING

Since OCTOBER 22-23

Begin Balance \$1,909,352.00

CHECK	Vendor Name	Check Date	Check Amt	Source	Comment	Balance
Deposit	20220929UB0	9/29/2022	-\$356.85	20220929UB0	UB Receipt Serv 1 ELECT	\$1,909,708.85
Deposit	20220928UB0	9/28/2022	-\$365.65	20220928UB0	UB Receipt Serv 1 ELECT	\$1,910,074.50
Deposit	20221003UB3	10/3/2022	-\$653.07	20221003UB3	UB Receipt Serv 1 ELECT	\$1,910,727.57
Deposit	20221003UB2	10/3/2022	-\$4,083.55	20221003UB2	UB Receipt Serv 1 ELECT	\$1,914,811.12
Deposit	20221006UB1	10/6/2022	-\$346.32	20221006UB1	UB Receipt Serv 1 ELECT	\$1,915,157.44
Deposit	20221006UB0	10/6/2022	\$0.00	20221006UB0	UB Receipt Serv 1 ELECT	\$1,915,157.44
Deposit	UB100522	10/5/2022	-\$672.98	UB100522	UB 10/15/2022 \$672.98	\$1,915,830.42
Deposit	20221003UB1	10/3/2022	-\$4,230.98	20221003UB1	UB Receipt Serv 1 ELECT	\$1,920,061.40
Deposit	20221006UB2	10/6/2022	-\$344.47	20221006UB2	UB Receipt Serv 1 ELECT	\$1,920,405.87
Deposit	20221007UB1	10/7/2022	-\$1,359.81	20221007UB1	UB Receipt Serv 1 ELECT	\$1,921,765.68
Deposit	20221007UB0	10/7/2022	-\$40.00	20221007UB0	UB Receipt Serv 2 GARBA	\$1,921,805.68
Deposit	20221011UB3	10/11/2022	-\$35,528.17	20221011UB3	UB Receipt Serv 1 ELECT	\$1,957,333.85
Deposit	20221012UB1	10/12/2022	-\$7,572.53	20221012UB1	UB Receipt Serv 1 ELECT	\$1,964,906.38
Deposit	PoliceICS to100027	10/24/2022	-\$22,295.00	PoliceICS to1000	Police ICS 103292 to Polic	\$1,987,201.38
Deposit	20221024UB4	10/24/2022	-\$131.98	20221024UB4	UB Receipt Serv 1 ELECT	\$1,987,333.36
Deposit	20221024UB5	10/24/2022	\$0.00	20221024UB5	UB Receipt Serv 1 ELECT	\$1,987,333.36
Deposit	20221019UB4	10/19/2022	-\$201.24	20221019UB4	UB Receipt Serv 1 ELECT	\$1,987,534.60
Deposit	20221018UB0	10/18/2022	-\$691.41	20221018UB0	UB Receipt Serv 1 ELECT	\$1,988,226.01
Deposit	20221014UB1	10/14/2022	-\$1,928.20	20221014UB1	UB Receipt Serv 1 ELECT	\$1,990,154.21
Deposit	20221012UB0	10/12/2022	-\$480.84	20221012UB0	UB Receipt Serv 1 ELECT	\$1,990,635.05
Deposit	20221013UB0	10/13/2022	-\$189.55	20221013UB0	UB Receipt Serv 1 ELECT	\$1,990,824.60
Deposit	20221011UB1	10/11/2022	-\$209.01	20221011UB1	UB Receipt Serv 1 ELECT	\$1,991,033.61
Deposit	20221011UB0	10/11/2022	-\$341.17	20221011UB0	UB Receipt Serv 1 ELECT	\$1,991,374.78
Deposit	20221011UB2	10/11/2022	-\$174.30	20221011UB2	UB Receipt Serv 1 ELECT	\$1,991,549.08
Deposit	20221021UB0	10/21/2022	-\$17,367.09	20221021UB0	UB Receipt Serv 1 ELECT	\$2,008,916.17
Deposit	20221024UB1	10/24/2022	-\$5,868.02	20221024UB1	UB Receipt Serv 1 ELECT	\$2,014,784.19
Deposit	20221024UB0	10/24/2022	-\$28,034.89	20221024UB0	UB Receipt Serv 1 ELECT	\$2,042,819.08
Deposit	20221019UB1	10/19/2022	-\$16,800.32	20221019UB1	UB Receipt Serv 1 ELECT	\$2,059,619.40
Deposit	20221018UB1	10/18/2022	-\$9,346.26	20221018UB1	UB Receipt Serv 1 ELECT	\$2,068,965.66
Deposit	20221018UB2	10/18/2022	-\$7,137.71	20221018UB2	UB Receipt Serv 1 ELECT	\$2,076,103.37
Deposit	20221017UB3	10/17/2022	-\$28,077.73	20221017UB3	UB Receipt Serv 1 ELECT	\$2,104,181.10
Deposit	20221014UB2	10/14/2022	-\$17,737.87	20221014UB2	UB Receipt Serv 1 ELECT	\$2,121,918.97
Deposit	20221014UB0	10/14/2022	-\$32,203.50	20221014UB0	UB Receipt Serv 1 ELECT	\$2,154,122.47
Deposit	20221020UB0	10/20/2022	-\$92,860.26	20221020UB0	UB Receipt Serv 1 ELECT	\$2,246,982.73
Deposit	20221017UB0	10/17/2022	-\$910.93	20221017UB0	UB Receipt Serv 1 ELECT	\$2,247,893.66
Deposit	20221017UB2	10/17/2022	-\$423.21	20221017UB2	UB Receipt Serv 1 ELECT	\$2,248,316.87
Deposit	20221017UB1	10/17/2022	-\$585.93	20221017UB1	UB Receipt Serv 1 ELECT	\$2,248,902.80
Deposit	St MtrVhTx Oct	10/24/2022	-\$5,075.72	St MtrVhTx Oct	Oct 2022 Street: Mtr Veh T	\$2,253,978.52
Deposit	20221024UB7	10/24/2022	-\$4,060.41	20221024UB7	UB Receipt Serv 1 ELECT	\$2,258,038.93
Deposit	20221020UB1	10/20/2022	-\$1,529.89	20221020UB1	UB Receipt Serv 1 ELECT	\$2,259,568.82
Deposit	20221019UB0	10/19/2022	-\$1,913.80	20221019UB0	UB Receipt Serv 1 ELECT	\$2,261,482.62
Deposit	20221024UB2	10/24/2022	-\$5,955.16	20221024UB2	UB Receipt Serv 1 ELECT	\$2,267,437.78
Deposit	20221024UB3	10/24/2022	-\$1,551.54	20221024UB3	UB Receipt Serv 1 ELECT	\$2,268,989.32
Deposit	20221024UB6	10/24/2022	-\$285.34	20221024UB6	UB Receipt Serv 1 ELECT	\$2,269,274.66
Deposit	20221025UB1	10/25/2022	-\$1,527.19	20221025UB1	UB Receipt Serv 1 ELECT	\$2,270,801.85
Deposit	5Oct YellTick	10/27/2022	-\$1,660.00	5Oct YellTick	Landfill Recycling Ctr Perm	\$2,272,461.85
Deposit	20221025UB0	10/25/2022	-\$520.57	20221025UB0	UB Receipt Serv 1 ELECT	\$2,272,982.42
Deposit	20221026UB0	10/26/2022	-\$3,302.69	20221026UB0	UB Receipt Serv 1 ELECT	\$2,276,285.11
Deposit	20221028UB2	10/28/2022	-\$1,320.39	20221028UB2	UB Receipt Serv 1 ELECT	\$2,277,605.50
Deposit	20221028UB0	10/28/2022	-\$665.06	20221028UB0	UB Receipt Serv 1 ELECT	\$2,278,270.56
Deposit	5Oct BANK	11/1/2022	-\$89,646.23	5Oct BANK	EMS Collection Proceeds	\$2,367,916.79
Deposit	20221031UB2	10/31/2022	-\$5,600.50	20221031UB2	UB Receipt Serv 1 ELECT	\$2,373,517.29
001331E	BOK FINANCIAL	10/3/2022	\$154,698.75	BOK Oct 2022	Wtr - GOVP Refunding Bo	\$2,218,818.54
001334E	HOMESTEAD BANK	10/3/2022	\$699.98	941tx100322	Social Security	\$2,218,118.56
001335E	COR MANAGED SERVICES	10/5/2022	\$1,200.00	COR Oct 2022	Lgts - COR Agmt	\$2,216,918.56
001336E	CLEARFLY	10/10/2022	\$194.41	Clearlyfly Oct 2022	Lgts - telephone service	\$2,216,724.15
001337E	QUICK MED CLAIMS	10/20/2022	\$179.29	QMC Oct 2022	EMS - 15% gross of EMT r	\$2,216,544.86
001338E	HOMESTEAD BANK	10/3/2022	\$8.00	2010District Wire	Bond 2010 District Wire Fe	\$2,216,536.86

## Checks for Month

11100 CHECKING

Since OCTOBER 22-23

Begin Balance \$1,909,352.00

CHECK	Vendor Name	Check Date	Check Amt	Source	Comment	Balance
001339E	STATE OF NE DEPT. REVEN	10/6/2022	\$12,985.69	Oct 6 Sale Use T	Light: September 2022 Sal	\$2,203,551.17
001340E	HOMESTEAD BANK	10/12/2022	\$10,060.24	941tx10122022	Payroll #21 941 Tax 10/12/	\$2,193,490.93
001341E	HERITAGE BANK	10/31/2022	\$25.00	30OctUBAchFee	Light: Utility Bill ACH Fee	\$2,193,465.93
001342E	HOMESTEAD BANK	10/26/2022	\$9,855.77	941tx10262022	Payroll #22 941 Tax 10/26/	\$2,183,610.16
001343E	HOMESTEAD BANK	10/27/2022	\$3,039.59	StWH10272022	Pay October 2022 State P	\$2,180,570.57
069109	BLACKBURN MANUFACTURI	10/3/2022	\$428.01	Disb Oct3	Wtr - wand, paint	\$2,180,142.56
069110	BLUE CROSS BLUE SHIELD	10/3/2022	\$16,760.82	Disb Oct3	Wtr - health insurance	\$2,163,381.74
069111	BOMGAARS SUPPLY INC	10/3/2022	\$158.75	Disb Oct3	Lgts - coffee maker	\$2,163,222.99
069112	BSN SPORTS INC	10/3/2022	\$126.00	Disb Oct3	Park - poles for softball fen	\$2,163,096.99
069113	CARDMEMBER SERVICE	10/3/2022	\$1,745.86	Disb Oct3	Pol - meal during mental h	\$2,161,351.13
069114	CHARTER/SPECTRUM	10/3/2022	\$239.96	Disb Oct3	Gen - internet service	\$2,161,111.17
069115	CITY HEALTH DEDUCTIBLE	10/3/2022	\$6,534.00	Disb Oct3	Park - health savings	\$2,154,577.17
069116	CITY OF ST PAUL125 PLAN	10/3/2022	\$120.00	Disb Oct3	Pol - life insurance	\$2,154,457.17
069117	CONSOLIDATED MANAGEM	10/3/2022	\$197.65	Disb Oct3	Pol - meals for Jade Stethe	\$2,154,259.52
069118	COR MANAGED SERVICES	10/3/2022	\$125.00	Disb Oct3	Pol - moving network cable	\$2,154,134.52
069119	CORE & MAIN	10/3/2022	\$364.71	Disb Oct3	Wtr - repair clamps for wat	\$2,153,769.81
069120	CORNHUSKER MARRIOTT H	10/3/2022	\$545.00	Disb Oct3	Gen - hotel room during L	\$2,153,224.81
069121	CRESCENT ELECTRIC SUPP	10/3/2022	\$178.15	Disb Oct3	Park - switches for overhea	\$2,153,046.66
069122	CUSTER COUNTY RECYCLI	10/3/2022	\$39.60	Disb Oct3	Lndfl - recycling trailer	\$2,153,007.06
069123	DANA F COLE & COMPANY,	10/3/2022	\$9,000.00	Disb Oct3	Lgts - accounting services f	\$2,144,007.06
069124	DICKS REPAIR INC	10/3/2022	\$925.10	Disb Oct3	Swr - #8 repair blower mot	\$2,143,081.96
069125	EAKES OFFICE SOLUTIONS	10/3/2022	\$98.99	Disb Oct3	Pol - staples for copier	\$2,142,982.97
069126	GB AUTO SERVICE, INC	10/3/2022	\$30.24	Disb Oct3	Pol - #95 tire rotation	\$2,142,952.73
069127	HD ARMS LLC	10/3/2022	\$1,018.00	Disb Oct3	Pol - training ammo	\$2,141,934.73
069128	HOWARD COUNTY TREASU	10/3/2022	\$3,122.42	Disb Oct3	Pol - dispatcher pay	\$2,138,812.31
069129	HOWARD, DANIEL	10/3/2022	\$91.26	Disb Oct3	Pol - mileage to take aban	\$2,138,721.05
069130	ISLAND SPRINKLER SUPPL	10/3/2022	\$378.78	Disb Oct3	Park - sprinkler heads	\$2,138,342.27
069131	JARECKE MOTORS	10/3/2022	\$236.17	Disb Oct3	EMS - #99-1 repair fuel reg	\$2,138,106.10
069132	LEAGUE OF NEBRASKA MU	10/3/2022	\$790.00	Disb Oct3	Gen - LONM conference fo	\$2,137,316.10
069133	MADISON NATIONAL LIFE	10/3/2022	\$180.80	Disb Oct3	Park - life insurance	\$2,137,135.30
069134	MENARDS, INC	10/3/2022	\$23.98	Disb Oct3	Gen - HDMI adapters for c	\$2,137,111.32
069135	MID-AMERICAN RESEARCH	10/3/2022	\$1,068.59	Disb Oct3	Strs - ice melt, de-icer, cle	\$2,136,042.73
069136	MUTUAL OF OMAHA	10/3/2022	\$99.36	Disb Oct3	Park - life insurance	\$2,135,943.37
069137	NEBRASKA PUBLIC HEALTH	10/3/2022	\$485.00	Disb Oct3	Wtr - water testing	\$2,135,458.37
069138	OLSSON	10/3/2022	<del>\$13,955.15</del>	Disb Oct3	Swr - project admin, constr	\$2,121,503.22
069139	OVERHEAD DOOR	10/3/2022	\$302.68	Disb Oct3	Lgts - remote / receiver for	\$2,121,200.54
069140	OVERLAND READY MIXED	10/3/2022	\$2,048.50	Disb Oct3	Strs - City parking lot	\$2,119,152.04
069141	PETTY CASH, CITY OF ST P	10/3/2022	\$41.74	Disb Oct3	Gen - ice	\$2,119,110.30
069142	REGIONAL CARE, INC	10/3/2022	\$71.50	Disb Oct3	Park - health reimburseme	\$2,119,038.80
069143	S E SMITH AND SONS	10/3/2022	\$189.27	Disb Oct3	Swr - key cutting	\$2,118,849.53
069144	SERVI-TECH INC	10/3/2022	\$144.25	Disb Oct3	Swr - water samples for far	\$2,118,705.28
069145	STATE OF NEBRASKA CENT	10/3/2022	\$186.61	Disb Oct3	Park - telephone service	\$2,118,518.67
069146	STETSON BUILDING PRODU	10/3/2022	\$1,631.63	Disb Oct3	Pool - trench drain replace	\$2,116,887.04
069147	SUNSET LAW ENFORCEME	10/3/2022	\$1,074.35	Disb Oct3	Pol - ammo for training	\$2,115,812.69
069148	VERIZON WIRELESSLLC	10/3/2022	\$143.49	Disb Oct3	Pol - cell phones	\$2,115,669.20
069149	VOGEL AUTO REPAIR, LLC	10/3/2022	\$423.04	Disb Oct3	Pol - #95 replace starter, oi	\$2,115,246.16
069150	WILBERT MEMORIALS	10/3/2022	\$250.00	Disb Oct3	Cem - engraving for Ricker	\$2,114,996.16
069151	911 CUSTOM	10/17/2022	\$76.00	Disb Oct17	Pol - duty belt for Grady Ro	\$2,114,920.16
069152	AMERICAN LEGAL PUBLISHI	10/17/2022	\$450.00	Disb Oct17	Gen - annual fee for intern	\$2,114,470.16
069153	AURORA CO-OP ELEVATOR	10/17/2022	\$2,079.29	Disb Oct17	Wtr - #1 unleaded	\$2,112,390.87
069154	AWARDS PLUS	10/17/2022	\$65.00	Disb Oct17	Wtr - Appreciation Award f	\$2,112,325.87
069155	BLACK HILLS ENERGY	10/17/2022	\$350.72	Disb Oct17	Wtr - well house natural ga	\$2,111,975.15
069156	BOUND TREE	10/17/2022	\$813.10	Disb Oct17	EMS - EMS backpack	\$2,111,162.05
069157	BSN SPORTS INC	10/17/2022	\$84.00	Disb Oct17	Park - poles for softball fen	\$2,111,078.05
069158	BTS COMMUNICATIONS	10/17/2022	\$754.00	Disb Oct17	Gen - annual telephone co	\$2,110,324.05
069159	CITY OF ST PAUL LIGHT	10/17/2022	\$9,346.26	Disb Oct17	City, Sr Cntr & siren utilitie	\$2,100,977.79
069160	CONSOLIDATED MANAGEM	10/17/2022	\$93.80	Disb Oct17	Pol - meals for Jade Stethe	\$2,100,883.99
069161	CORE & MAIN	10/17/2022	\$323.31	Disb Oct17	Wtr - tapping saddles	\$2,100,560.68

## Checks for Month

11100 CHECKING

Since OCTOBER 22-23

Begin Balance \$1,909,352.00

CHECK	Vendor Name	Check Date	Check Amt	Source	Comment	Balance
069162	CUSTER COUNTY RECYCLI	10/17/2022	\$21.20	Disb Oct17	Lndff - recycling trailer	\$2,100,539.48
069163	DEPT OF HEALTH & HUMAN	10/17/2022	\$1,309.22	Disb Oct17	Lgts - Utility refund for Davi	\$2,099,230.26
069164	DUTTON-LAINSON CO.	10/17/2022	\$757.71	Disb Oct17	Lgts - fuses	\$2,098,472.55
069165	EAKES OFFICE SOLUTIONS	10/17/2022	\$336.51	Disb Oct17	Wtr - copier contract (Sept)	\$2,098,136.04
069166	ENTECH PEST MANAGEME	10/17/2022	\$85.00	Disb Oct17	Gen - pest management at	\$2,098,051.04
069167	HEARTLAND DISPOSAL INC.	10/17/2022	\$6,821.64	Disb Oct17	Park - Ballfield #1 sanitatio	\$2,091,229.40
069168	HOMESTEAD BANK	10/17/2022	\$44.40	Disb Oct17	Gen - ACH fees	\$2,091,185.00
069169	HOWARD GREELEY RURAL	10/17/2022	\$145,281.81	Disb Oct17	Public utilities - cemetery	\$1,945,903.19
069170	J P COOKE CO.	10/17/2022	\$71.10	Disb Oct17	Gen - 2023 pet tags	\$1,945,832.09
069171	JARECKE MOTORS	10/17/2022	\$76.29	Disb Oct17	Pol - #96 oil change	\$1,945,755.80
069172	JIMS CHAMPLIN INC	10/17/2022	\$1,598.90	Disb Oct17	Lgts - #16 unleaded	\$1,944,156.90
069173	LA QUINTA BY WYNDHAM K	10/17/2022	\$944.55	Disb Oct17	Pol - hotel room for Dan H	\$1,943,212.35
069174	LARM	10/17/2022	\$158,711.39	Disb Oct17	Lgts - liability, work comp,	\$1,784,500.96
069175	LEAGUE OF NEBRASKA MU	10/17/2022	\$28.00	Disb Oct17	Gen - meal for Mike Feeke	\$1,784,472.96
069176	MID-NEBRASKA DISPOSAL I	10/17/2022	\$3,755.80	Disb Oct17	Lndff - sanitation hauling	\$1,780,717.16
069177	MODERN MARKETING INC	10/17/2022	\$339.12	Disb Oct17	Pol - Stop the Bleed book	\$1,780,378.04
069178	NE DEPART OF AGRICULTU	10/17/2022	\$96.38	Disb Oct17	Gen - 2022 Pet Licensing f	\$1,780,281.66
069179	NE DEPT OF ENVIR & ENER	10/17/2022	\$115.00	Disb Oct17	Wtr - Class II Water Opera	\$1,780,166.66
069180	ONE CALL CONCEPTS, INC	10/17/2022	\$29.44	Disb Oct17	Lgts - Digger's hotline	\$1,780,137.22
069181	OPEN CARET	10/17/2022	\$200.00	Disb Oct17	Gen - website hosting & m	\$1,779,937.22
069182	OVERLAND READY MIXED	10/17/2022	\$517.19	Disb Oct17	Pool - replacement concret	\$1,779,420.03
069183	PARTS BIN, INC.	10/17/2022	\$103.87	Disb Oct17	Lgts - ring terminal, trailer	\$1,779,316.16
069184	PHONOGRAPH-HERALD	10/17/2022	\$711.16	Disb Oct17	Gen - publication of meetin	\$1,778,605.00
069185	POAN	10/17/2022	\$600.00	Disb Oct17	Pol - Registration for Law	\$1,778,005.00
069186	S E SMITH AND SONS	10/17/2022	\$107.64	Disb Oct17	Wtr - primer for hydrants	\$1,777,897.36
069187	SITEONE LANDSCAPE SUP	10/17/2022	\$1,875.74	Disb Oct17	Park - fertilizer and herbici	\$1,776,021.62
069188	STEADFAST BUILDERS LLC	10/17/2022	\$2,010.00	Disb Oct17	Strs - concrete grinding at	\$1,774,011.62
069189	STETSON BUILDING PRODU	10/17/2022	\$9.35	Disb Oct17	Pool - return channel clam	\$1,774,002.27
069190	TOOL BARN RENTALS INC	10/17/2022	\$60.00	Disb Oct17	Pool - concrete buggy rent	\$1,773,942.27
069191	U S POSTAL SERVICE	10/17/2022	\$570.00	Disb Oct17	Lgts - postage	\$1,773,372.27
069192	CITY OF ST PAUL125 PLAN	10/12/2022	\$7,088.55	125pl10122022	125 Plan	\$1,766,283.72
069193	CITY HEALTH DEDUCTIBLE	10/12/2020	\$0.00	BCBS10122022	Reissued as Check #6919	\$1,766,283.72
069194	NE CHILD SUPPORT PYMT	10/12/2022	\$34.62	childsupport1022	Case ID #CA3FLDMC5MB	\$1,766,249.10
069195	CITY HEALTH DEDUCTIBLE	10/12/2022	\$1,432.94	BCBS10122022	Was Ck#69193	\$1,764,816.16
069196	CHICAGO MOTORS INC	10/18/2022	\$22,295.00	Police Vehicle	Pol - 2015 Ford Explorer	\$1,742,521.16
069197	CITY OF ST PAUL125 PLAN	10/26/2022	\$7,460.27	125pl10262022	125 Plan	\$1,735,060.89
069198	CITY HEALTH DEDUCTIBLE	10/26/2022	\$1,643.70	bcbs10262022	United Health Ded	\$1,733,417.19
069199	NE CHILD SUPPORT PYMT	10/26/2022	\$34.62	nechild10262022	Case ID # CA3FLDMC5MB	\$1,733,382.57
505079E	BECK, CONNIE JO	10/3/2022	\$623.36	PAY20220304.00		\$1,732,759.21
505080E	BERGMAN, JOEL MICHAEL	10/3/2022	\$827.62	PAY20220304.00		\$1,731,931.59
505081E	EINSPAHR, SALLY J	10/3/2022	\$554.10	PAY20220304.00		\$1,731,377.49
505082E	FEEKEN, MICHAEL	10/3/2022	\$554.10	PAY20220304.00		\$1,730,823.39
505083E	KOWALSKI,CATHERINE L	10/3/2022	\$554.10	PAY20220304.00		\$1,730,269.29
505084E	SCHMID, CHARLES M	10/3/2022	\$554.10	PAY20220304.00		\$1,729,715.19
505085E	THOMPSON, JEREMY E	10/3/2022	\$554.10	PAY20220304.00		\$1,729,161.09
505086E	ANDERSON, TRAE M.	10/14/2022	\$994.35	PAY20220121.00		\$1,728,166.74
505087E	BECK, CONNIE JO	10/14/2022	\$1,562.14	PAY20220121.00		\$1,726,604.60
505088E	BERTHELSEN, LAURA J	10/14/2022	\$1,203.30	PAY20220121.00		\$1,725,401.30
505089E	BRENNICK, CODY	10/14/2022	\$1,218.65	PAY20220121.00		\$1,724,182.65
505090E	BROWN, AUBRIE C.	10/14/2022	\$195.31	PAY20220121.00		\$1,723,987.34
505091E	DERNER, JANICE	10/14/2022	\$151.34	PAY20220121.00		\$1,723,836.00
505092E	FOUSEK, KRISTIE M.	10/14/2022	\$857.46	PAY20220121.00		\$1,722,978.54
505093E	FRIEDRICHSEN, BRYAN D	10/14/2022	\$186.67	PAY20220121.00		\$1,722,791.87
505094E	GORECKI, JEREMY J	10/14/2022	\$1,394.85	PAY20220121.00		\$1,721,397.02
505095E	GREENWALT, SCOTT J.	10/14/2022	\$2,061.14	PAY20220121.00		\$1,719,335.88
505096E	HELTON, KELLI M.	10/14/2022	\$148.09	PAY20220121.00		\$1,719,187.79
505097E	HELZER, MATTHEW	10/14/2022	\$1,757.60	PAY20220121.00		\$1,717,430.19
505098E	HERBIG, KATHY M	10/14/2022	\$99.27	PAY20220121.00		\$1,717,330.92

Checks for Month

11100 CHECKING

Since OCTOBER 22-23

Begin Balance \$1,909,352.00

CHECK	Vendor Name	Check Date	Check Amt	Source	Comment	Balance
505099E	HOWARD, DANIEL K.	10/14/2022	\$1,559.71	PAY20220121.00		\$1,715,771.21
505100E	HOWARD, ROBERT JON	10/14/2022	\$726.22	PAY20220121.00		\$1,715,044.99
505101E	JERABEK, RANDALL S	10/14/2022	\$1,599.40	PAY20220121.00		\$1,713,445.59
505102E	JOHNSON, KIMBERLY K.	10/14/2022	\$202.87	PAY20220121.00		\$1,713,242.72
505103E	KLANECKY, JAMIE	10/14/2022	\$1,390.53	PAY20220121.00		\$1,711,852.19
505104E	KOWALSKI, TREVOR	10/14/2022	\$1,239.28	PAY20220121.00		\$1,710,612.91
505105E	PACZOSA, DILLON	10/14/2022	\$1,034.08	PAY20220121.00		\$1,709,578.83
505106E	PAULSEN, JACK	10/14/2022	\$1,758.31	PAY20220121.00		\$1,707,820.52
505107E	ROBINSON, GRADY D.	10/14/2022	\$1,595.01	PAY20220121.00		\$1,706,225.51
505108E	STETHEM, JADE M.	10/14/2022	\$1,083.46	PAY20220121.00		\$1,705,142.05
505109E	STUMP, LAWRENCE D.	10/14/2022	\$770.36	PAY20220121.00		\$1,704,371.69
505110E	SWITZER, RONNIE	10/14/2022	\$1,921.81	PAY20220121.00		\$1,702,449.88
505111E	THOMPSON, EDWARD	10/14/2022	\$2,166.84	PAY20220121.00		\$1,700,283.04
505112E	TRENTMAN, MARY B	10/14/2022	\$603.44	PAY20220121.00		\$1,699,679.60
505113E	WALES, RAYANN B.	10/14/2022	\$42.00	PAY20220121.00		\$1,699,637.60
505114E	WIESE, CHELSEA R.	10/14/2022	\$294.76	PAY20220121.00		\$1,699,342.84
505115E	WROBLEWSKI, LIANA M.	10/14/2022	\$1,202.94	PAY20220121.00		\$1,698,139.90
505116E	ANDERSON, TRAE M.	10/28/2022	\$1,087.90	PAY20220122.00		\$1,697,052.00
505117E	BECK, CONNIE JO	10/28/2022	\$1,602.06	PAY20220122.00		\$1,695,449.94
505118E	BERTHELSEN, LAURA J	10/28/2022	\$1,213.72	PAY20220122.00		\$1,694,236.22
505119E	BRENNICK, CODY	10/28/2022	\$1,262.02	PAY20220122.00		\$1,692,974.20
505120E	BROWN, AUBRIE C.	10/28/2022	\$196.88	PAY20220122.00		\$1,692,777.32
505121E	DERNER, JANICE	10/28/2022	\$151.34	PAY20220122.00		\$1,692,625.98
505122E	FOUSEK, KRISTIE M.	10/28/2022	\$893.27	PAY20220122.00		\$1,691,732.71
505123E	FRIEDRICHSEN, BRYAN D	10/28/2022	\$186.67	PAY20220122.00		\$1,691,546.04
505124E	GORECKI, JEREMY J	10/28/2022	\$1,422.11	PAY20220122.00		\$1,690,123.93
505125E	GREENWALT, SCOTT J.	10/28/2022	\$2,139.26	PAY20220122.00		\$1,687,984.67
505126E	HELTON, KELLI M.	10/28/2022	\$104.39	PAY20220122.00		\$1,687,880.28
505127E	HELZER, MATTHEW	10/28/2022	\$1,795.09	PAY20220122.00		\$1,686,085.19
505128E	HERBIG, KATHY M	10/28/2022	\$348.84	PAY20220122.00		\$1,685,736.35
505129E	HOWARD, DANIEL K.	10/28/2022	\$1,696.61	PAY20220122.00		\$1,684,039.74
505130E	HOWARD, ROBERT JON	10/28/2022	\$424.45	PAY20220122.00		\$1,683,615.29
505131E	JERABEK, RANDALL S	10/28/2022	\$1,481.50	PAY20220122.00		\$1,682,133.79
505132E	JOHNSON, KIMBERLY K.	10/28/2022	\$91.93	PAY20220122.00		\$1,682,041.86
505133E	KLANECKY, JAMIE	10/28/2022	\$1,581.26	PAY20220122.00		\$1,680,460.60
505134E	KOWALSKI, TREVOR	10/28/2022	\$1,188.70	PAY20220122.00		\$1,679,271.90
505135E	PACZOSA, DILLON	10/28/2022	\$1,121.40	PAY20220122.00		\$1,678,150.50
505136E	PAULSEN, JACK	10/28/2022	\$1,620.07	PAY20220122.00		\$1,676,530.43
505137E	ROBINSON, GRADY D.	10/28/2022	\$1,445.49	PAY20220122.00		\$1,675,084.94
505138E	STETHEM, JADE M.	10/28/2022	\$1,166.07	PAY20220122.00		\$1,673,918.87
505139E	STUMP, LAWRENCE D.	10/28/2022	\$362.72	PAY20220122.00		\$1,673,556.15
505140E	SWITZER, RONNIE	10/28/2022	\$1,668.98	PAY20220122.00		\$1,671,887.17
505141E	THOMPSON, EDWARD	10/28/2022	\$2,063.06	PAY20220122.00		\$1,669,824.11
505142E	TRENTMAN, MARY B	10/28/2022	\$378.71	PAY20220122.00		\$1,669,445.40
505143E	WIESE, CHELSEA R.	10/28/2022	\$255.61	PAY20220122.00		\$1,669,189.79
505144E	WROBLEWSKI, LIANA M.	10/28/2022	\$1,244.86	PAY20220122.00		\$1,667,944.93
	Deposits	\$464,165.29				
	Checks	-\$705,572.36				
						-\$241,407.07

FILTER: ((([Act Year]='22-23' and [period] in (1))) and ((true)) and [Cash Act]='11100')

City of St. Paul Special Council Meeting  
704 6<sup>th</sup> Street  
St. Paul, NE 68873

**Monday, November 7, 2022 at 6:00 p.m.**

**RE: St. Paul Civic Center Management; Lease Agreement; and Marquee Sign**

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, November 7, 2022 at 6:00 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 posted in four (4) public places. Notice of this meeting was communicated in the advance notice. All proceeds thereafter shown were taken while the convened meeting was opened to the attendance of the public.

Mayor Bergman opened the meeting at 6:00 p.m., announcing that the City of St. Paul abides by the Open Meetings Act, which is posted on the west wall as required by Nebraska State Law.

The City of St. Paul's Mayor and Council members, along with St. Paul Development Corp. (SPDC) Executive Director Dream Solko and Board members Vincent Christensen and Mike Kezeor was present to discuss the St. Paul Civic Center management, lease agreement and marquee sign. Items of topics were (1) liability insurance, the operations of the Civic Center, gym lights (cages), marquee sign repairs, and the City receiving Civic Center quarterly statements.

The St. Paul Development Corp. (SPDC) and the City of St. Paul will be in contact regarding the management of the St. Paul Civic Center in May or June 2023 regarding the City acquiring the bookkeeping of the Civic Center regarding the budget.

St. Paul Development Corp. (SPDC) Executive Director Dream Solko will update the St. Paul Civic Center "Commercial Lease Agreement" between the City of St. Paul and the St. Paul Development Corp. (SPDC). Once the "Agreement" has been completed then another special meeting will be scheduled.

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

**Date: November 7, 2022**

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Joel M. Bergman, Mayor

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City of St. Paul Regular Meeting  
704 6<sup>th</sup> Street  
St. Paul, NE 68873

**Monday, November 7, 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, November 7, 2022 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 called the Council meeting to order at 7:02 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 has "Questions or Concerns" in regard to the City, they need to be submitted in writing to the City of St. Paul, so that it can be addressed appropriately. These forms are available online, in a file folder on the back wall of the Council Chambers or at the City Office.

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

Council member Feeken moved to approve Resolution 2022-22; whereas by the State of Nebraska Statutes, Section 39-2302, and 39-2511 through 39-2515 details the requirements that must be met in order for a municipality to qualify for an annual Incentive Payment; and whereas the State Dept. of Transportation (NDOT) requires that each incorporated municipality must annually certify (by December 31st of each year) the appointment of the City Street Superintendent to the NDOT using the "Year-End Certification of City Street Superintendent" form. Council member Schmid seconded the motion. Council member Kowalski, Thompson, Schmid & Feeken voted aye, nays none. Motion carried 4/0.

Council member Feeken moved to approve Mayor Bergman signing the "Year-End Certification of City Street Superintendent" for determining Incentive Payment from January 1, 2022 to December 31, 2022. Jeff Palik will be the City of St. Paul's Street Superintendent, License No. S-

1269, Class A. Council member Thompson seconded the motion. Council members Kowalski, Thompson, Schmid & Feeken voted aye, nays none. Motion carried 4/0.

The St. Paul Rescue Squad is pursuing a grant for \$150,000 to purchase a new ambulance. Currently the St. Paul Rescue Squad has two (2) ambulances; the ambulance years consist of a "1997" and a "2007". It was intended that the St. Paul Rescue Squad would purchase a new ambulance every ten (10) years for reliability; the Rescue Squad waited longer than normal to acquire a new ambulance. If the St. Paul Rescue Squad receives the new ambulance grant, the "1997" ambulance will be utilized as a St. Paul Fire Dept. equipment vehicle; along with it being utilized to carry the "self-contained breathing apparatus" (SCBA) equipment.

Council member Schmid moved to approve the City of St. Paul Rescue Squad completing an EMS Ambulance and Equipment Grant application through the American Rescue Plan Act (ARPA); the St. Paul Rescue Squad is requesting \$150,000 from the grant to purchase a new ambulance. Council member Kowalski seconded the motion. Council members Kowalski, Thompson, Schmid & Feeken voted aye, nays none. Motion carried 4/0.

Council member Feeken moved to approve Mayor Bergman re-appointing Theda Van Horn and Todd Peters to the St. Paul Housing Authority Board; their term expires on November 30, 2022. The new term will be effective December 1, 2022 and continue through November 30, 2026. Council member Thompson seconded the motion. Council members Kowalski, Thompson, Schmid & Feeken voted aye, nays none. Motion carried 4/0.

Council member Kowalski moved to approve Consent Agenda Items: (1) October 17, 2022 minutes; (2) October 31, 2022 zoning permits; and November 7, 2022 disbursements. Council member Thompson seconded the motion. Council members Kowalski, Thompson, Schmid & Feeken voted aye, nays none. Motion carried 4/0.

#### **November 7, 2022 Disbursements**

Gross Payroll - October 2022	95223.97
911 Custom (uniforms)	2648.71
Amazon Capital (books, supplies)	1926.23
American Legal Publishing (publish)	46.80
Beck, Connie Jo (supplies)	24.69
Blue Cross Blue Shield of NE (insurance)	18442.79
BOK Financial (bond)	65357.50
Bomgaars (supplies)	1025.42
Cardmember Services (training, supplies, meals, fuel)	1086.68
Cengage Learning (books)	40.17
Central District Health Dept (lab)	550.00
Charter Spectrum (service)	239.96
Chicago Motors (vehicle)	22295.00
Christensen Concrete (supplies)	389.00
City Health Deductible Savings (insurance)	6534.00
City 125 Plan (insurance)	120.00

Consolidated Mgmt (meals)	327.45
COR Managed Svcs (service)	1800.00
Core & Main (supplies)	74.83
Custer County Recycling (service)	37.10
Delta Heating & Air (service)	76.00
Demco (supplies)	1624.63
Eakes Office Solutions (service)	352.82
Elmwood Cemetery (service)	1200.00
Entech Pest Mgmt (service)	85.00
Great Plains Uniform (supplies)	58.00
Heartland Disposal (service)	174.25
Hometown Market (supplies)	19.28
Ho Co Register of Deeds (fee)	36.00
Ho Co. Treasurer (dispatch fee)	3122.42
Howard Greeley Rural Public Power (supplies)	331.13
Hydro Optimization & Supply (supplies)	3172.95
Jarecke Motors (repair)	83.30
Killinger Electric (supplies)	25.04
LARM (insurance)	602.99
Loup Valley Supply (supplies)	32.75
Madison Nat'l Life (insurance)	245.76
Midland Telecom (supplies)	141.35
Municipal Supply (supplies)	557.40
Mutual of Omaha (insurance)	149.76
NE Law Enforce Training Cntr (fees)	175.00
Olsson (service)	6787.36
One Call Concepts (service)	34.46
Open Caret (service)	200.00
Overland Ready Mixed (concrete)	2727.19
Parts Bin (supplies)	270.06
Petty Cash (supplies, registration, fees)	37.34
Phonograph Herald (publishing)	441.84
SE Smith & Sons (supplies)	73.11
Shaffer Communications (supplies)	157.00
Smith Welding (service)	234.14
State of NE Central Svcs (telephone)	186.07
Sweet Shoppe (cookies)	102.11
USA Blue Book (supplies)	92.95
Verizon Wireless (service)	143.37

**November 7, 2022 Non-General**

American Rescue Plan (ARP): Rose Equipment:	83203.00
Sewer Jetter	

Police ICS Transfer Out: Transfer In Checking 100027 (Police Vehicle)	22295.00
Sales Tax: Street - Motor Vehicle Tax	5075.72
Sales Tax: 25% Infrastructure	7993.98
Keno: NE Dept. Revenue Charitable Gaming: 2% Gross July - September 2022	7683.00
Heritage Bank: Utility Billing ACH Fee (fee)	25.00

Council member Thompson moved to introduce Ordinance 1033 (Option A), along with the stipulation that the golf cart verbiage on Page 4 be modified to read “Only between the hours of sunrise and sunset”; to amend the City of St. Paul's Municipal Code; to amend Chapter 5, Article 7 pertaining to Utility Terrain Vehicles (UTV), Golf Carts, and All-Terrain (ATV); to repeal any ordinance, or parts of any ordinance in conflict with this ordinance; to provide for the effective date of such ordinance; and to provide for the publication of this ordinance in pamphlet form. Council member Kowalski waived the three (3) readings for Ordinance 1033 at three (3) different occasions. Council member Thompson seconded the motion. Council members Kowalski, Thompson & Schmid voted aye, Council member Feeken voted nay. Motion carried 3/1. Council member Kowalski moved for final passage of Ordinance 1033. Council member Thompson seconded the motion. Council members Kowalski, Thompson & Schmid voted aye, Council member Feeken voted nay. Motion carried 3/1. Bill Peters questioned the need for flags on the UTV's and the lights on golf carts.

Chief of Police Dan Howard stated that the St. Paul Police Dept. would like to utilize door hangers for “nuisance abatement” due to the rising cost of postage and increasing fuel cost. City Attorney Jason White stated that this is an acceptable method to handle nuisance abatement. Mayor Bergman will check to see if this will violate the City's Municipal Code; and then amend the Municipal Code if needed. Council member Kowalski moved to approve the St. Paul Police Dept. utilizing door hangers for “nuisance abatement” so that the City can save on the above cost; this comes with the stipulation that it does not violate the City's Municipal Code. Council member Schmid seconded the motion. Council member Kowalski, Schmid & Feeken voted aye, Council member Thompson voted nay. Motion carried 3/1.

Council member Schmid moved to approve the St. Paul Police Dept. purchasing five (5) portable radios costing 14,810; the radios have increased in price since the approval of the 2022-2023 Budget. The cost of the radios will be absorbed by the St. Paul Police Dept. budget. Council member Kowalski seconded the motion. Council members Kowalski, Thompson, Schmid & Feeken voted aye, nays none. Motion carried 4/0. The current radios were purchased in 1994.

Acknowledgment: Mid-Nebraska Disposal, Inc. will be increasing the residential and senior rates effective December 1, 2022. The residential rate will increase from \$12.50 to \$13.75 and the senior rate will increase from \$10.50 to 11.75. The additional tote will remain at \$4.00.

Utilities Superintendent Helzer updates: (1) on November 7, 2022, the St. Paul Recycling Center hours will change from 5:00 -7:00 p.m. to 4:00 – 6:00 p.m., due to the day light savings time; (2) sprinkler heads have been drained in the City Park and Baseball fields; (3) solar ground testing will be performed in the next couple weeks at the lagoon site per Dirk Dietz at Howard Greeley RPPD; (4) Sewer Wastewater Treatment Facility (WWTF) - with the upcoming diesel shortage and the fuel price increasing, the City will be filling the generator fuel tank. This is the contractor's responsibility; and (5) the Board of Adjustment (Variance) approved the Howard County Medical Center's application regarding the Therapy and Wellness Center set-backs.

Chief of Police Howard updates: (1) the City was reimbursed \$1,600 from a State of NE grant for police over-time to reduce speeding; (2) the St. Paul Police Dept. is partnering with the National Child Safety Council in a fund raiser; this will help purchase Junior Officer stickers, learning books, etc.; (3) the Police Dept. 2015 Explorer should be in-service in approximately one (1) month; (4) First Net and US Cellar is performing a 30-day test trial for the telephones and internet at the Police Station and (5) Chief of Police Howard and Howard County Deputy Tartaglia taught a class to the St. Paul Public School high school staff "Stop the Bleed" concerning an active shooter.

Council member Feeken received information from a patron that a tractor-trailer was transporting individuals into town to shop; this individual was concerned about the safety of the individuals. Chief of Police Howard will contact the tractor-trailer individuals regarding traveling on a state highway.

Mayor Bergman updates: (1) the Mayor and City Clerk had a meeting with a Public Trust Advisor regarding the launching of an investment pool in January 2023 named Nebraska Class; the fees for Nebraska Class would be less than the fees for Npait; (2) received last sewer lagoon rent from Clark and Terry Kosmicki in the amount of \$4,360; (3) the City Office will be closed on Friday, November 11, 2022 regarding Veterans Day; (4) US Postal Service announces new postage prices beginning January 22, 2023; (5) reporting City of St. Paul's annual Occupation Tax for Fiscal Year 2021-2022 on City website per NE Statute 18-1208(5); (6) City Clerk Beck contacted Citizens Bank & Trust inquiring on raising the Insured Cash Sweep (ICS) interest rates; per Bobbi Placke, interest rates will increase from 1.33% to 2.15% immediately; and (7) City Clerk Beck submitted the City's annual narrative on new TIF projects in Fiscal Year 2021-2022 to the NE Dept. of Revenue.

For Public Announcements: Council member Schmid stated "get out and vote".

Council member Thompson moved to go into Closed Session at 7:39 p.m. for land negotiations. Council member Schmid seconded the motion. A motion has been made and seconded to go into Closed Session for land negotiations. There was no discussion. The pending motion is to go into Closed Session for land negotiations. Council members Kowalski, Thompson, Schmid & Feeken voted aye, nays none. Motion carried 4/0. Mayor Bergman adjourned the closed session at 8:07 p.m. with no action.

Mayor Bergman adjourned the City Council meeting at 8:08 p.m.

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Date

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Joel M. Bergman, Mayor

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Connie Jo Beck, City Clerk/Deputy Treasurer

St. Paul Planning Commission  
November 14, 2022  
Meeting Minutes

A meeting of the St. Paul Planning Commission was convened in open and public session on the 14<sup>th</sup> day of November, 2022 in the Council Chambers at the City office, 704 6<sup>th</sup> Street, St. Paul, Nebraska.

Chairman Jerry Woodgate called the meeting to order at 5:30 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 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).

Chairman Woodgate opened the public hearing at 5:30 p.m. regarding the application for a Conditional Use Permit to have a dog boarding facility at 1131 Jansen Road.

Commission member Becker moved to approve the October 31, 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 application:

- (a) 2022-41 Chris Meyer – construct house at 1012 8<sup>th</sup> Street

Commission member Solko moved to approve Zoning Permit application 2022-41. Commission member Jacobs seconded the motion. Commission members Becker, Jacobs, Solko, and Woodgate voted aye. Nays none. Motion carried 4/0.

Chairman Woodgate opened the public comment portion of the public hearing at 5:33 p.m.. Michele Killion presented information regarding the proposed dog boarding facility. This is a service that is no longer being provided by the St. Paul Veterinary Clinic. Ms. Killion has extensive knowledge and experience boarding animals through her employment with the St. Paul Veterinary Clinic. The facility would hold up to 15 dogs at one time. The facility will be in an existing building on the property. It will be a climate-controlled, sound-proof building. The outdoor dog runs will consist of a covered, fenced in area to contain the animals. Ms. Killion is working with Darcy Wiebelhaus with the Nebraska Department of Agriculture regarding the licensing and general regulations for a dog boarding facility.

A number of neighboring residents expressed concern about the potential noise of dogs barking, the potential for dogs to escape the enclosed area. An email received by the City from a concerned neighbor was also read to the Board.

Upon no further discussion, Chairman Woodgate closed the public hearing at 6:02 p.m.

Commission member Solko moved to approve the Conditional Use Permit application for a dog boarding facility at 1131 Jansen Road. Commission member Jacobs 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 is scheduled for Monday, November 28, 2022 at 12:00 p.m. (noon)

Chairman Woodgate adjourned the meeting at 6:05 p.m.

Sincerely,

Matthew T. Helzer  
Zoning Administrator

Jerry Woodgate  
Chairman

Laura Berthelsen  
Planning Secretary

Zoning Classification R2 Value \$ 120,000 PERMIT NUMBER 2022-41  
 Please call 811 before completing form FEE \$25.00 CASH CHECK# 3265  
pd 11/2/22

**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 CHRIS MEYER Contractor SELF  
 Address 1406 Bruce St. Address \_\_\_\_\_  
 City, State, Zip St. Paul Phone Number \_\_\_\_\_  
 Phone Number 308-750-5941 Cell Phone \_\_\_\_\_  
 Complete Legal Description of the Property Lot 9 Block 70 OT St. Paul  
 Address of Construction Site 1012 8th Street  
 (If none, one must be registered with City of St. Paul) In the Flood plain? NO

Proposed Structure New home Dimension of Structure 30 x 50  
 Distance from Front property line 25' Distance from Rear Property Line 57'  
 Distance from Side Property Line 7' Distance from Second Side Line 7'  
 Is there a utility easement on any side of the property? No  
 Approximately when will construction Start Dec 2022 Finish May 2023

Contact Utility Superintendent at (308) 754-4483 regarding Set-Back Inspection. Matt Helzer Date of visit 11-7-22  
 (Matt Helzer's signature)

Recommendations needed before approval: \_\_\_\_\_  
 \_\_\_\_\_

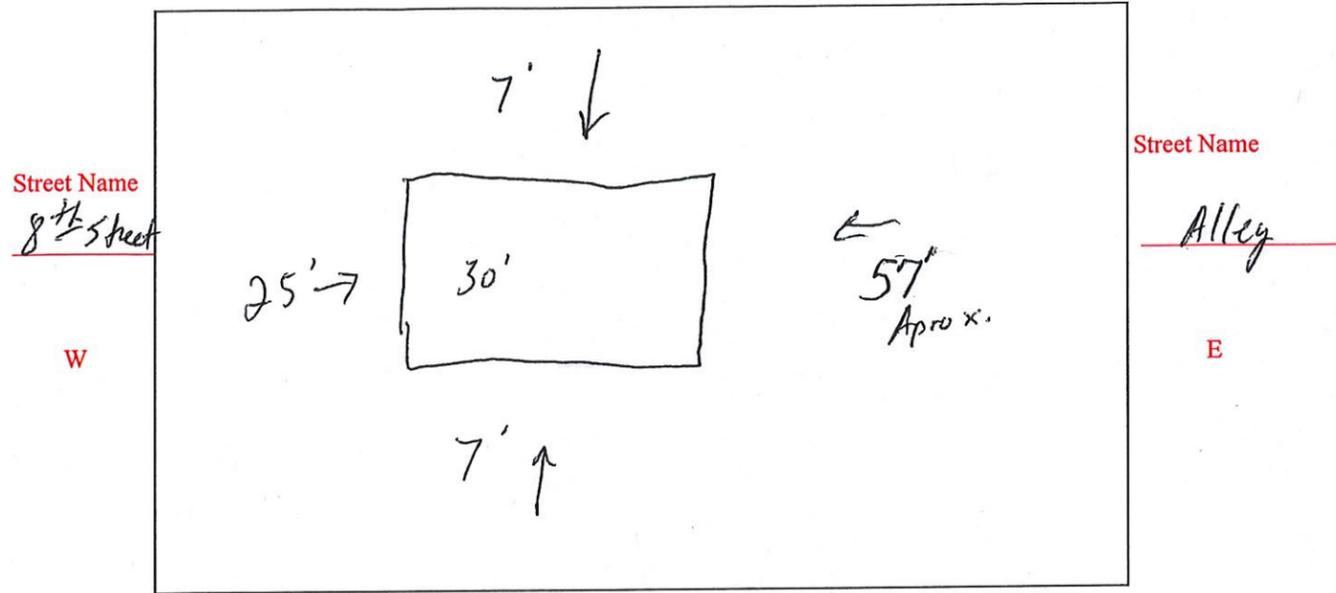
(One Mile radius outside city limits) If the structure is a residence on less than 10 acres indicate the date this property was platted as a separate parcel \_\_\_\_\_ Name of the Lot Split or Subdivision \_\_\_\_\_

**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 None



South Street Name None

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 11-2-2022

For Office Use Only:

Permit is Approved \_\_\_\_\_ Denied \_\_\_\_\_ Date \_\_\_\_\_  
Zoning Administrator Signature \_\_\_\_\_

Reasons for Denial: \_\_\_\_\_  
\_\_\_\_\_

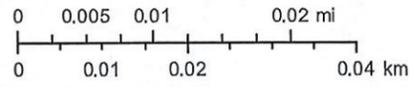


November 7, 2022

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.

1:852

□ Parcels



## NOTICE OF PUBLIC HEARING

Notice is hereby given that the City Council of the City of St. Paul will hold a public hearing at 7:00 p.m. on November 21, 2022 in the City Council Chambers, 704 6<sup>th</sup> Street, St. Paul, NE 68873 to take public comments on the Conditional Use Permit application of Glen and Michele Killion to have a dog boarding facility at 1131 Jansen Road, St. Paul, NE. Said property is legally described as Lot One (1), Dunning Subdivision in the East Half (E1/2) of the Southeast Quarter (SE1/4) of Section Eight (8), Township Fourteen (14), Range Ten (10) West of the 6<sup>th</sup> P.M. in Howard County, Nebraska. All parties in interest and citizens shall have an opportunity to be heard at the public hearing.

October 25, 2022

Connie Jo Beck  
City Clerk

**\*As a property owner located within 300 feet of the property line of the property requesting a Conditional Use Permit, you are receiving a copy of this notice. If you have any questions, you can contact the City office at 308-754-4483.**

CERTIFICATE OF MAILING  
NOTICE OF MEETINGS  
CONDITIONAL USE PERMIT APPLICATION

I, Laura Berthelsen, Deputy City Clerk of the City of St. Paul, Nebraska, do hereby certify that on October 26, 2022, I mailed a Notice of Public Hearing before the St. Paul Planning Commission on November 14, 2022, and a Notice of Public Hearing before the City Council on November 21, 2022 pertaining to the application for a Conditional Use Permit for a dog boarding facility to the following:

Susan J. Bedford  
2395 Y Road  
Webber, KS 66970

Randy Koperski  
1432 9<sup>th</sup> Avenue  
Dannebrog, NE 68831

  
\_\_\_\_\_  
Laura Berthelsen, Deputy City Clerk

Application Fee: \$100.00  
Date Paid: 9/27/22  
Check No. 1794 Cash

CITY OF ST. PAUL  
Application for Conditional Use Permit

Address or Location: 1131 Jansen Rd St Paul NE 68873

Under the provision of Article VI of the City of St. Paul Zoning Regulations, the undersigned hereby applies for a Conditional Use Permit for the purpose of: Dog boarding facility

On the property legally described as follows: Lot 1 Dunning Sub in E 1/2 SE 1/4 8-14-10 (3.019 acres)

Proposed development of the property is shown on the plans attached hereto.

Owner Name: Glen & Michele Killion  
Address: 1131 Jansen Rd St Paul NE 68873  
Telephone: (Glen) 308-223-0183 (Michele) 308-750-3387

Signature of Applicant: Michele Killion

\*Pursuant to Article 6 of the St. Paul Zoning Regulations, the applicant must provide a list certified by a registered title abstractor of such record title holders of property located within three hundred (300) feet of the property line of the property requesting the conditional use permit. Date received: 10/4/22

For Office Use Only:  
Planning Commission hearing date: Nov. 14, 2022 Approved \_\_\_\_\_ Denied \_\_\_\_\_  
If Denied, Reason for Denial: \_\_\_\_\_

City Council hearing date: Nov. 21, 2022 Approved \_\_\_\_\_ Denied \_\_\_\_\_  
Conditions of Approval (if applicable): \_\_\_\_\_

If Denied, Reason for Denial: \_\_\_\_\_

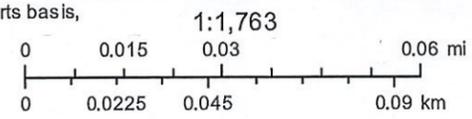
Board of Adjustment hearing date: \_\_\_\_\_ Approved \_\_\_\_\_ Denied \_\_\_\_\_



October 26, 2022

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

-  Parcels
-  Sections





# DUNNING SUBDIVISION

## HOWARD COUNTY, NEBRASKA

### FINAL PLAT

**LEGAL DESCRIPTION**

A TRACT OF LAND IN PART THE SOUTHEAST QUARTER (SE1/4) OF SECTION EIGHT (8), TOWNSHIP FOURTEEN (14) NORTH, RANGE TEN (10) WEST OF THE 6TH P.M., HOWARD COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST 1/4 CORNER OF SEC. 8-T14N-R10W; THENCE ON AN ASSUMED BEARING OF S00°00'06"W A DISTANCE OF 540.48 FEET TO THE POINT OF BEGINNING; THENCE S00°00'48"E A DISTANCE OF 473.99 FEET; THENCE N85°47'19"W A DISTANCE OF 34.10 FEET; THENCE N89°14'40"W A DISTANCE OF 234.35 FEET; THENCE N02°28'59"W A DISTANCE OF 470.82 FEET; THENCE N89°53'51"E A DISTANCE OF 255.24 FEET; THENCE S89°12'57"E A DISTANCE OF 33.47 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS A CALCULATED AREA OF 131,518.75 SQUARE FEET OR 3.019 ACRES MORE OR LESS OF WHICH 0.359 ACRES ARE ROAD RIGHT-OF-WAY.

**SURVEYOR'S CERTIFICATE**

I HEREBY CERTIFY THAT ON July 14, 2009, I COMPLETED AN ACCURATE SURVEY, UNDER MY PERSONAL SUPERVISION, OF A TRACT OF LAND IN PART THE SOUTHEAST QUARTER (SE1/4) OF SECTION EIGHT (8), TOWNSHIP FOURTEEN (14) NORTH, RANGE TEN (10) WEST OF THE 6TH P.M., HOWARD COUNTY, AS SHOWN ON THE ACCOMPANYING PLAT THEREOF; THAT IRON MARKERS, EXCEPT WHERE INDICATED WERE FOUND AT ALL CORNERS; THAT THE DIMENSIONS ARE AS SHOWN ON THE PLAT; AND THAT SAID SURVEY WAS MADE WITH REFERENCE TO KNOWN AND UNDISPUTED MONUMENTS.

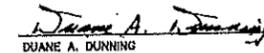
  
TIMOTHY J. ATKEN, REGISTERED LAND SURVEYOR NUMBER, LS-458



**DEDICATION OF PLAT**

KNOW ALL MEN BY THESE PRESENTS, THAT DUANE A. DUNNING AND SHIRLEY M. DUNNING, HUSBAND AND WIFE, BEING THE OWNERS OF THE LAND DESCRIBED HEREON, HAVE CAUSED SAME TO BE SURVEYED, SUBDIVIDED, PLATTED AND DESIGNATED AS "DUNNING SUBDIVISION" IN PART THE SOUTHEAST QUARTER (SE1/4) OF SECTION EIGHT (8), TOWNSHIP FOURTEEN (14) NORTH, RANGE TEN (10) WEST OF THE 6TH P.M., HOWARD COUNTY, AS SHOWN ON THE ACCOMPANYING PLAT THEREOF AND DO HEREBY DEDICATE THE EASEMENTS, AS SHOWN THEREON TO THE PUBLIC FOR THEIR USE FOREVER FOR THE LOCATION, CONSTRUCTION AND MAINTENANCE FOR PUBLIC SERVICE UTILITIES, TOGETHER WITH THE RIGHTS OF INGRESS AND EGRESS THEREON, AND HEREBY PROHIBITING THE PLANTING OF TREES, BUSHES AND SHRUBS, OR PLACING OTHER OBSTRUCTIONS UPON, OVER, ALONG OR UNDERNEATH THE SURFACE OF SUCH EASEMENTS; AND THAT THE FOREGOING SUBDIVISION AS MORE PARTICULARLY DESCRIBED IN THE DESCRIPTION HEREON AS APPEARS ON THIS PLAT IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS AND PROPRIETORS.

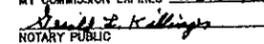
IN WITNESS WHEREOF, I HAVE AFFIXED MY SIGNATURE HERETO, AT  
H. Paul, Neb., THIS 16 DAY OF July, 2009.

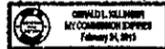
   
DUANE A. DUNNING      SHIRLEY M. DUNNING

**ACKNOWLEDGMENT**

STATE OF NEBRASKA  
COUNTY OF HOWARD

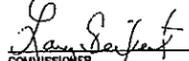
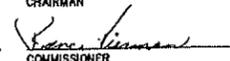
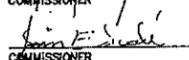
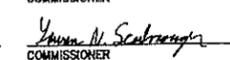
ON THIS 16 DAY OF July, 2009, BEFORE ME Stanley L. Killinger, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY, PERSONALLY APPEARED DUANE A. DUNNING AND SHIRLEY M. DUNNING, HUSBAND AND WIFE, TO ME PERSONALLY KNOWN TO BE THE IDENTICAL PERSONS WHOSE SIGNATURES ARE AFFIXED HERETO AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE THEIR VOLUNTARY ACT AND DEED. IN WITNESS WHEREOF, I HAVE HERETO SUBSCRIBED MY NAME AND AFFIXED MY OFFICIAL SEAL AT H. Paul, Neb., NEBRASKA, ON THE DATE LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES Feb. 24, 2013  
  
NOTARY PUBLIC

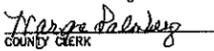


**ACCEPTANCE OF DEDICATIONS**

THE DEDICATIONS SHOWN ON THIS PLAT ARE ACCEPTED BY THE BOARD OF COUNTY COMMISSIONERS OF HOWARD COUNTY, NEBRASKA, ON THIS 22 DAY OF July, 2009.

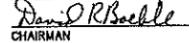
 CHAIRMAN  
 COMMISSIONER  
 COMMISSIONER  
 COMMISSIONER  
 COMMISSIONER

ENTRY ON TRANSFER RECORD THIS 22 DAY OF July, 2009.

  
COUNTY CLERK

**APPROVALS**

THIS PLAT OF "DUNNING SUBDIVISION" HAS BEEN SUBMITTED TO AND APPROVED BY THE HOWARD COUNTY PLANNING AND ZONING COMMISSION ON THIS 15 DAY OF July, 2009.

  
CHAIRMAN

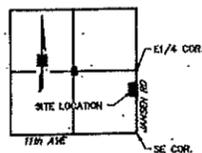
  
SECRETARY

**REGISTER OF DEEDS CERTIFICATE**

THIS IS TO CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD IN THE REGISTER OF DEEDS OFFICE AT      M.

REGISTER OF DEEDS      DEPUTY

**LOCATION MAP**  
SEE & TRAC. SHOW  
NOT TO SCALE



OWNERS: DUANE A. DUNNING & SHIRLEY M. DUNNING  
SUBDIVIDER: DUANE A. DUNNING & SHIRLEY M. DUNNING

SURVEYOR: OLSSON ASSOCIATES  
ENGINEER: OLSSON ASSOCIATES  
NUMBER OF LOTS: 1

SHEET 2 OF 2



201 East 2nd Street  
P.O. Box 1072  
Grand Island, NE 68802-1072  
TEL. 308.384.8750  
FAX 308.384.8782

**Laura Berthelsen**

---

**From:** Alyssa Wojtalewicz <awojtalewicz1@gmail.com>  
**Sent:** Saturday, November 12, 2022 10:50 AM  
**To:** Laura Berthelsen  
**Subject:** Against dog boarding business

*1189 Jansen*

To Whom it may concern,

It has been brought to our attention that a quarter mile away from our home, a neighbor is wanting to establish a dog boarding business. For the following reasons we are against this business

- Excessive continuous noise/ no shelter-belt to block or absorb noise from excessive
- Danger to our livestock
- Danger to our children (if a dog is not properly restrained, runs loose, is not child friendly or gets startled could potentially cause harm/death.

Thank you for taking our thoughts and concerns into consideration.

Trey and Alyssa Wojtalewicz

**Disbursements November 21, 2022**

911 Custom (equipment)	295.54
Action Flag (supplies)	852.05
American Fence Company (supplies)	7825
American Legal Publishing (publish)	461.41
Aurora Cooperative (fuel)	2745.91
Black Hills Energy (natural gas)	836.12
City Lights (utilities)	8283.00
Classy Chassy (service)	100.00
Clearly (telephone)	194.41
Consolidated Mgmt (meals)	123.65
COR Managed Svcs (service)	1376.00
Consumer Deposit (rent deposit Darter)	250.00
Criminal Addiction (education)	300.00
Custer County Recycling (service)	46.70
Don's Pioneer Uniforms (uniforms)	136.81
Eakes Office (supplies)	136.94
Heartland Disposal (service)	6459.73
Homestead Bank (fees)	23.40
Howard Greeley RPPD (utilities)	108804.11
Jacob's Ford (service)	159.70
Jarecke Motors (service)	2301.67
Jim's Champlin (fuel)	2521.86
LARM (insurance)	1346.01
Menards (supplies)	749.59
Mid-Nebraska Disposal (service)	3774.05
NE Dept of Revenue: Local Sales and Use Tax	10745.96
NE Law Enf Training Cntr (education)	75.00
Olsson (service)	9826.71
Overland Ready Mixed (concrete)	292.00
PCAN (dues)	60.00
Platte Valley Communication (service)	161.50
Quick Med Claims (service)	1554.99
S E Smith & Sons (supplies)	1110.69
Smith Welding (service)	219.87
St Paul Public School (supplies)	457.30
St Paul Veterinary Clinic (service)	100.00
Thiel Tire (service)	327.35
US Post Office (postage)	460.00
Wells Plumbing (supplies)	17.44

**Non-General Disbursements**

Sales Tax: Howard Greeley County Food Pantry Property Improvements (property improve)	902.62
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Check #	Check Date	Vendor Name	Amount	Invoice	Comment
<b>11100 CHECKING</b>					
<b>69258</b>	11/21/22	<b>911 CUSTOM</b>			
E 32-50-554		Vehicle Equipment Purcha	\$295.54	51173	Pol - light bar, mounting kit for new police vehicle
		Total	\$295.54		
<b>69259</b>	11/21/22	<b>ACTION FLAG</b>			
E 21-20-270		UTILITY R & M	\$852.05	34478	Strs - flags
		Total	\$852.05		
<b>69260</b>	11/21/22	<b>AMERICAN FENCE COMPANY, INC.</b>			
E 42-20-520		BLDG/ R & M	\$7,825.00	GIIN0000125	Park - replace backstop fabric on softball field
		Total	\$7,825.00		
<b>69261</b>	11/21/22	<b>AMERICAN LEGAL PUBLISHING CORP</b>			
E 01-20-240		PUBLISH / CODIF	\$92.29	20294	Lgts - City Code updates
E 02-20-240		PUBLISH / CODIF	\$92.28	20294	Wtr - City Code updates
E 03-20-240		PUBLISH / CODIF	\$92.28	20294	Swr - City Code updates
E 10-20-240		PUBLISH / CODIF	\$92.28	20294	Gen - City Code updates
E 21-20-240		PUBLISH / CODIF	\$92.28	20294	Strs - City Code updates
		Total	\$461.41		
<b>69262</b>	11/21/22	<b>AURORA CO-OP ELEVATOR CO.</b>			
E 42-20-521		GROUNDS / R & M	\$350.00		Park - detonate herbicide
E 32-20-231		CITY GAS & OIL	\$11.38	82327	Pol - #95 unleaded
E 32-20-231		CITY GAS & OIL	\$27.27	82340	Pol - #96 unleaded
E 32-20-231		CITY GAS & OIL	\$30.20	82372	Pol - #97 unleaded
E 36-20-231		CITY GAS & OIL	\$31.61	82408	EMS - #99-1 hwy diesel
E 31-20-231		CITY GAS & OIL	\$18.45	82409	Fire - #52 unleaded
E 31-20-231		CITY GAS & OIL	\$17.47	82410	Fire - #58 unleaded
E 31-20-231		CITY GAS & OIL	\$11.99	82411	Fire - #56 unleaded
E 31-20-231		CITY GAS & OIL	\$17.05	82412	Fire - #57 unleaded
E 31-20-231		CITY GAS & OIL	\$13.48	82413	Fire - #54 unleaded
E 32-20-231		CITY GAS & OIL	\$24.25	82422	Pol - #97 unleaded
E 03-20-231		CITY GAS & OIL	\$61.84	82424	Swr - #2 unleaded
E 32-20-231		CITY GAS & OIL	\$25.32	82464	Pol - #97 unleaded
E 32-20-231		CITY GAS & OIL	\$29.44	82504	Pol - #95 unleaded
E 32-20-231		CITY GAS & OIL	\$35.74	82516	Pol - #97 unleaded
E 32-20-231		CITY GAS & OIL	\$32.31	82521	Pol - #96 unleaded
E 32-20-231		CITY GAS & OIL	\$17.10	82572	Pol - #95 unleaded
E 02-20-231		CITY GAS & OIL	\$60.79	82600	Wtr - #1 unleaded
E 31-20-231		CITY GAS & OIL	\$19.65	82602	Fire - #54 unleaded
E 31-20-231		CITY GAS & OIL	\$36.37	82603	Fire - #56 unleaded
E 32-20-231		CITY GAS & OIL	\$29.51	82680	Pol - #95 unleaded
E 32-20-231		CITY GAS & OIL	\$14.81	82724	Pol - #95 unleaded
E 32-20-231		CITY GAS & OIL	\$21.85	82810	Pol - #95 unleaded
E 31-20-231		CITY GAS & OIL	\$4.89	82862	Fire - #54 unleaded
E 31-20-231		CITY GAS & OIL	\$5.43	82863	Fire - #57 unleaded
E 31-20-231		CITY GAS & OIL	\$14.07	82864	Fire - #58 unleaded
E 31-20-231		CITY GAS & OIL	\$38.15	82865	Fire - #52 unleaded
E 36-20-231		CITY GAS & OIL	\$65.73	82866	EMS - #99-1 hwy diesel

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Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 31-20-231		CITY GAS & OIL	\$6.39	82867	Fire - #56 unleaded
E 32-20-231		CITY GAS & OIL	\$29.57	82873	Pol - #95 unleaded
E 32-20-231		CITY GAS & OIL	\$22.15	82916	Pol - #95 unleaded
E 31-20-231		CITY GAS & OIL	\$11.62	82959	Fire - #56 unleaded
E 31-20-231		CITY GAS & OIL	\$24.64	82964	Fire - #52 unleaded
E 31-20-231		CITY GAS & OIL	\$57.37	82965	Fire - #51 hwy diesel
E 31-20-231		CITY GAS & OIL	\$15.14	82967	Fire - #57 unleaded
E 31-20-231		CITY GAS & OIL	\$19.13	82968	Fire - #54 unleaded
E 31-20-231		CITY GAS & OIL	\$67.23	82969	Fire - #50 unleaded
E 32-20-231		CITY GAS & OIL	\$19.40	82985	Pol - #97 unleaded
E 32-20-231		CITY GAS & OIL	\$18.68	82988	Pol - #95 unleaded
E 32-20-231		CITY GAS & OIL	\$28.82	83043	Pol - #97 unleaded
E 32-20-231		CITY GAS & OIL	\$48.59	83069	Pol - #96 unleaded
E 32-20-231		CITY GAS & OIL	\$17.10	83094	Pol - #95 unleaded
E 32-20-231		CITY GAS & OIL	\$19.04	83147	Pol - #95 unleaded
E 32-20-231		CITY GAS & OIL	\$33.79	83148	Pol - #96 unleaded
E 32-20-231		CITY GAS & OIL	\$26.58	83152	Pol - #93 unleaded
E 02-20-231		CITY GAS & OIL	\$54.10	83153	Wtr - #1 unleaded
E 32-20-231		CITY GAS & OIL	\$19.66	83190	Pol - #95 unleaded
E 32-20-231		CITY GAS & OIL	\$29.73	83220	Pol - #93 unleaded
E 32-20-231		CITY GAS & OIL	\$18.98	83227	Pol - #95 unleaded
E 32-20-231		CITY GAS & OIL	\$15.19	83282	Pol - #95 unleaded
E 32-20-231		CITY GAS & OIL	\$16.35	83329	Pol - #95 unleaded
E 32-20-231		CITY GAS & OIL	\$41.29	83392	Pol - #96 unleaded
E 31-20-231		CITY GAS & OIL	\$19.05	83405	Fire - #55 hwy diesel
E 31-20-231		CITY GAS & OIL	\$6.38	83406	Fire - #51 hwy diesel
E 31-20-231		CITY GAS & OIL	\$45.92	83407	Fire - #50 unleaded
E 31-20-231		CITY GAS & OIL	\$38.75	83417	Fire - #51 hwy diesel
E 31-20-231		CITY GAS & OIL	\$40.81	83418	Fire - #56 unleaded
E 31-20-231		CITY GAS & OIL	\$66.27	83419	Fire - #52 unleaded
E 32-20-231		CITY GAS & OIL	\$37.58	83433	Pol - #95 unleaded
E 31-20-231		CITY GAS & OIL	\$48.70	83434	Fire - #52 unleaded
E 36-20-231		CITY GAS & OIL	\$90.95	83435	EMS - #99-2 hwy diesel
E 31-20-231		CITY GAS & OIL	\$76.19	83436	Fire - #51 hwy diesel
E 31-20-231		CITY GAS & OIL	\$112.17	83437	Fire - #54 unleaded
E 31-20-231		CITY GAS & OIL	\$42.54	83438	Fire - #57 unleaded
E 31-20-231		CITY GAS & OIL	\$26.58	83439	Fire - #58 unleaded
E 31-20-231		CITY GAS & OIL	\$36.81	83440	Fire - #56 unleaded
E 31-20-231		CITY GAS & OIL	\$43.35	83441	Fire - #55 hwy diesel
E 32-20-231		CITY GAS & OIL	\$41.05	83456	Pol - #94 unleaded
E 02-20-231		CITY GAS & OIL	\$57.11	83495	Wtr - #2 unleaded
E 32-20-231		CITY GAS & OIL	\$18.97	83530	Pol - #95 unleaded
E 32-20-231		CITY GAS & OIL	\$30.30	83620	Pol - #95 unleaded
E 02-20-231		CITY GAS & OIL	\$62.17	83637	Wtr - #1 unleaded
E 32-20-231		CITY GAS & OIL	\$17.04	83683	Pol - #95 unleaded
E 31-20-231		CITY GAS & OIL	\$25.80	83724	Fire - #51 hwy diesel
E 32-20-231		CITY GAS & OIL	\$15.15	83760	Pol - #95 unleaded
E 31-20-231		CITY GAS & OIL	\$19.58	83806	Fire - #51 hwy diesel

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Check #	Check Date	Vendor Name	Amount	Invoice	Comment
Total			\$2,745.91		
<b>69263</b>	11/21/22	<b>BLACK HILLS ENERGY</b>			
E 02-20-262		BLACKHILLS GAS	\$41.26		Wtr - well house natural gas
E 02-20-262		BLACKHILLS GAS	\$41.26		Wtr - well #9 natural gas
E 02-20-262		BLACKHILLS GAS	\$218.95		Wtr - WTP natural gas
E 41-20-262		BLACKHILLS GAS	\$35.05		Pool - natural gas
E 31-20-262		BLACKHILLS GAS	\$328.73		Fire - natural gas
E 21-20-262		BLACKHILLS GAS	\$95.02		Strs - North yards natural gas
E 44-20-262		BLACKHILLS GAS	\$75.85		Lib - natural gas
Total			\$836.12		
<b>69264</b>	11/21/22	<b>CITY OF ST PAUL LIGHT</b>			
E 10-20-261		CITY LIGHTS	\$617.62		Gen - City, Sr Cntr & siren utilities
E 31-20-261		CITY LIGHTS	\$198.51		Fire - Fire house utilities
E 42-20-261		CITY LIGHTS	\$310.13		Park - park, batting cage, ball fields, concession stand & well utilities
E 41-20-261		CITY LIGHTS	\$61.00		Pool - utilities
E 03-20-261		CITY LIGHTS	\$1,733.02		Swr - sewer lagoon & aerator utilities
E 21-20-261		CITY LIGHTS	\$2,724.64		Strs - street lights & yard lights
E 02-20-261		CITY LIGHTS	\$1,969.67		Wtr - treatment plant & city well utilities
E 34-20-261		CITY LIGHTS	\$42.65		Cem - cemetery utilities
E 44-20-261		CITY LIGHTS	\$625.76		Lib - library utilities
Total			\$8,283.00		
<b>69265</b>	11/21/22	<b>CLASSY CHASSY</b>			
E 32-20-271		VEHICLE R & M	\$100.00	28	Pol - car wash tokens
Total			\$100.00		
<b>69266</b>	11/21/22	<b>CONSOLIDATED MANAGEMENT CO</b>			
E 32-20-210		PROF&SCHOOLS	\$74.00	223924	Pol - meals for Jade Stethem during LETC training
E 32-20-210		PROF&SCHOOLS	\$49.65	223974	Pol - meals for Jade Stethem during LETC training
Total			\$123.65		
<b>69267</b>	11/21/22	<b>CRIMINAL ADDICTION INC</b>			
E 32-20-210		PROF&SCHOOLS	\$300.00		Pol - Criminal Interdiction class registration for Grady Robinson
Total			\$300.00		
<b>69268</b>	11/21/22	<b>CUSTER COUNTY RECYCLING</b>			
E 04-20-325		Recycle Delivery	\$24.50	480	Lndfl - recycling trailer
E 04-20-325		Recycle Delivery	\$22.20	481	Lndfl - recycling trailer
Total			\$46.70		
<b>69269</b>	11/21/22	<b>DON'S PIONEER UNIFORMS</b>			
E 32-20-268		Uniforms	\$136.81	67437	Pol - uniform polos for Police Chief
Total			\$136.81		
<b>69270</b>	11/21/22	<b>EAKES OFFICE SOLUTIONS</b>			
E 10-20-310		OFFICE SUPPLIES	\$24.95	8601059-0	Gen - desk calendars
E 32-30-310		OFFICE SUPPLIES	\$111.99	8601084-0	Pol - wall files, cork board

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Check #	Check Date	Vendor Name	Amount	Invoice	Comment
Total			\$136.94		
<b>69271</b>	11/21/22	<b>HEARTLAND DISPOSAL INC</b>			
E 04-30-324		SANITATION HAULING	\$6,459.73		Lndfl - sanitation disposal
Total			\$6,459.73		
<b>69272</b>	11/21/22	<b>HOMESTEAD BANK</b>			
E 10-20-209		Pay ACH Fee	\$23.40		Gen - ACH fees
Total			\$23.40		
<b>69273</b>	11/21/22	<b>HOWARD GREELEY RURAL PUBLIC</b>			
E 34-20-260		PUBLIC UTILITY	\$38.06		Public utilities - cemetery
E 02-20-260		PUBLIC UTILITY	\$247.61		Public utilities at North well
E 02-20-260		PUBLIC UTILITY	\$254.99		Public utilities at East well
E 02-20-260		PUBLIC UTILITY	\$31.47		Public utilities at Cargill
E 02-20-260		PUBLIC UTILITY	\$581.51		Public utilities at West well
E 01-20-260		PUBLIC UTILITY	\$107,650.47		Public utilities - lights
Total			\$108,804.11		
<b>69274</b>	11/21/22	<b>JACOBS FORD</b>			
E 02-20-271		VEHICLE R & M	\$159.70	67620	Wtr - #15 battery
Total			\$159.70		
<b>69275</b>	11/21/22	<b>JARECKE MOTORS INC</b>			
E 32-20-271		VEHICLE R & M	\$35.00	14323	Pol - #94 repair fluid leak
E 31-20-271		VEHICLE R & M	\$206.32	14330	Fire - #52 oil change check for wheel leak
E 31-20-271		VEHICLE R & M	\$398.77	14331	Fire - #58 replace master cylinder, oil change
E 31-20-271		VEHICLE R & M	\$1,661.58	14344	Fire - tires for #50
Total			\$2,301.67		
<b>69276</b>	11/21/22	<b>JIMS CHAMPLIN INC</b>			
E 21-20-231		CITY GAS & OIL	(\$15.56)		Strs - credit on diesel
E 21-20-231		CITY GAS & OIL	(\$21.67)		Strs - credit on unleaded
E 42-20-231		CITY GAS & OIL	(\$21.67)		Park - credit on unleaded
E 01-20-231		CITY GAS & OIL	(\$20.40)		Lgts - credit on unleaded
E 02-20-231		CITY GAS & OIL	\$76.29	214891	Wtr - #45 unleaded
E 21-20-231		CITY GAS & OIL	\$21.50	215890	Strs - #4 unleaded
E 21-20-231		CITY GAS & OIL	\$54.69	215893	Strs - #10 hwy diesel
E 21-20-231		CITY GAS & OIL	\$175.27	215894	Strs - #4D hwy diesel
E 42-20-231		CITY GAS & OIL	\$84.43	215912	Park - #9 unleaded
E 04-20-231		CITY GAS & OIL	\$39.05	215918	Lndfl - #2 unleaded
E 42-20-231		CITY GAS & OIL	\$145.28	215922	Park - unleaded for mowers
E 03-20-231		CITY GAS & OIL	\$49.14	215996	Swr - #8 unleaded
E 01-20-231		CITY GAS & OIL	\$60.00	216010	Lgts - #5 unleaded
E 21-20-231		CITY GAS & OIL	\$98.42	216017	Strs - #6 unleaded
E 21-20-231		CITY GAS & OIL	\$77.60	216018	Strs - #44 off road diesel
E 21-20-231		CITY GAS & OIL	\$147.90	216050	Strs - #18 off road diesel
E 01-20-231		CITY GAS & OIL	\$97.23	216104	Lgts - #40W unleaded
E 21-20-231		CITY GAS & OIL	\$122.00	216256	Strs - #13 off road diesel
E 31-20-270		UTILITY R & M	\$59.85	216278	Fire - propane

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Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 21-20-231		CITY GAS & OIL	\$151.80	216290	Strs - #7 off road diesel
E 21-20-231		CITY GAS & OIL	\$137.20	216305	Strs - #18 off road diesel
E 42-20-231		CITY GAS & OIL	\$82.22	216306	Park - #9 unleaded
E 21-20-231		CITY GAS & OIL	\$107.00	216308	Strs - #17 off road diesel
E 21-20-231		CITY GAS & OIL	\$69.30	216309	Strs - #13 off road diesel
E 21-20-231		CITY GAS & OIL	\$94.00	216397	Strs - #40W unleaded
E 03-20-231		CITY GAS & OIL	\$23.52	217003	Swr - #19 unleaded
E 42-20-231		CITY GAS & OIL	\$66.00	217010	Park - off road diesel for mowers
E 01-20-231		CITY GAS & OIL	\$130.56	217080	Lgts - #16 unleaded
E 21-20-231		CITY GAS & OIL	\$74.00	217092	Strs - #21 off road diesel
E 03-20-231		CITY GAS & OIL	\$57.44	217101	Swr - #8 unleaded
E 03-20-231		CITY GAS & OIL	\$38.50	217167	Swr - #19 off road diesel
E 03-20-231		CITY GAS & OIL	\$47.37	217206	Swr - #8 unleaded
E 02-20-231		CITY GAS & OIL	\$80.34	217248	Wtr - #45 unleaded
E 04-20-231		CITY GAS & OIL	\$40.26	217283	Lndfl - #2 unleaded
E 21-20-231		CITY GAS & OIL	\$93.00	217286	Strs - #6 unleaded
		Total	\$2,521.86		
<b>69277</b>	11/21/22	<b>LARM</b>			
E 03-20-250		CITY INSURANCE	\$1,346.01	106464	Swr - endorsement to add 2022 sewer jetter
		Total	\$1,346.01		
<b>69278</b>	11/21/22	<b>MENARDS, INC</b>			
E 02-20-520		BLDG/ R & M	\$665.37	51657	Wtr - new water heater for WTP
E 21-20-270		UTILITY R & M	\$84.22	51670	Strs - Christmas lights, school crossing lights
		Total	\$749.59		
<b>69279</b>	11/21/22	<b>MID-NEBRASKA DISPOSAL INC</b>			
E 04-20-324		SANITATION HAULING	\$3,774.05		Lndfl - sanitation hauling
		Total	\$3,774.05		
<b>69280</b>	11/21/22	<b>NE LAW ENFORCEMENT TRAINING</b>			
E 32-20-210		PROF&SCHOOLS	\$75.00	11415	Pol - certification fees for Jade Stethem
		Total	\$75.00		
<b>69281</b>	11/21/22	<b>OLSSON</b>			
E 03-20-213		ENGINEER FEES	\$9,826.71	438633	Swr - project administration, construction observation, & progress meeting for WWTP improvements
		Total	\$9,826.71		
<b>69282</b>	11/21/22	<b>OVERLAND READY MIXED</b>			
E 42-20-270		UTILITY R & M	\$292.00	TX106163	Park - concrete
		Total	\$292.00		
<b>69283</b>	11/21/22	<b>PCAN TREASURER</b>			
E 32-20-211		ADM. & DUES	\$60.00		Pol - annual membership
		Total	\$60.00		
<b>69284</b>	11/21/22	<b>PLATTE VALLEY COMM, INC.</b>			
E 32-20-271		VEHICLE R & M	\$161.50	102200087	Pol - service on police car video system

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Check #	Check Date	Vendor Name	Amount	Invoice	Comment
Total			\$161.50		
<b>69285</b>	11/21/22	<b>S E SMITH AND SONS</b>			
E 42-20-270		UTILITY R & M	\$7.59	657992	Park - concrete form boards
E 42-20-270		UTILITY R & M	\$5.19	658023	Park - screws
E 42-20-270		UTILITY R & M	\$949.44	658129	Park - field chalk
E 42-20-270		UTILITY R & M	\$148.47	658348	Park - marking paint
Total			\$1,110.69		
<b>69286</b>	11/21/22	<b>SMITH WELDING SHOP, INC</b>			
E 03-20-270		UTILITY R & M	\$28.62	22937	Swr - tubing for new sewer vac
E 21-20-270		UTILITY R & M	\$191.25	23311	Strs - repairs to John Deere shredder
Total			\$219.87		
<b>69287</b>	11/21/22	<b>ST PAUL PUBLIC SCHOOL</b>			
E 01-20-310		OFFICE SUPPLIES	\$228.65		Lgts - 5 cases of copy paper
E 02-20-310		OFFICE SUPPLIES	\$228.65		Wtr - 5 cases of copy paper
Total			\$457.30		
<b>69288</b>	11/21/22	<b>ST PAUL VETERINARY CLINIC, P.C</b>			
E 32-20-218		ANIMAL CONTROL	\$100.00	237869	Pol - annual fee for animal control facility
Total			\$100.00		
<b>69289</b>	11/21/22	<b>THIELS TIRE &amp; AUTO REPAIR</b>			
E 04-20-271		VEHICLE R & M	\$327.35	30972	Lndfl - 2 tires for #2, gas cap
Total			\$327.35		
<b>69290</b>	11/21/22	<b>U S POSTAL SERVICE</b>			
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		
<b>69291</b>	11/21/22	<b>WELLS PLUMBING CO, INC</b>			
E 02-20-520		BLDG/ R & M	\$17.44	59474	Wtr - exhaust vent for water heater at WTP
Total			\$17.44		
<b>11100 CHECKING</b>			<b>\$161,391.11</b>		

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Check #	Check Date	Vendor Name	Amount	Invoice	Comment
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**Fund Summary**

<b>11100 CHECKING</b>					
01	LIGHTS		\$108,383.80		
02	WATER		\$5,085.96		
03	SEWER		\$13,449.45		
04	LANDFILL		\$10,712.14		
10	GENERAL		\$758.25		
21	STREETS		\$5,425.91		
31	FIREMEN		\$3,901.18		
32	POLICE		\$2,363.68		
34	CEMETERY		\$80.71		
36	AMBULANCE		\$188.29		
41	POOL		\$96.05		
42	PARK		\$10,244.08		
44	LIBRARY		\$701.61		
			<b>\$161,391.11</b>		

**ORDINANCE NO. 1034**

AN ORDINANCE SETTING THE COMPENSATION OF THE OFFICERS AND EMPLOYEES OF THE CITY OF ST. PAUL, NEBRASKA, AND TO PROVIDE FOR AN EFFECTIVE DATE

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SAINT PAUL, HOWARD COUNTY, NEBRASKA that pursuant to Nebraska Revised Statutes § 17-108 (Supp. 2017), the following compensation is set for the officers and employees of the City of St. Paul, Nebraska:

<u>Officer</u>	<u>Amount</u>	<u>Term</u>
Mayor	\$900.00	Quarter
Council Member	\$600.00	Quarter
Clerk	\$675.00	Quarter
Treasurer	\$600.00	Quarter

<u>Employee</u>	<u>Amount</u>	<u>Term</u>
Assistant Library Director	\$17.39	Hour
City Clerk/Deputy Treasurer	\$34.53	Hour
Chief of Police	\$28.96	Hour
Deputy Clerk	\$15.51 to 25.01	Hour
Equipment Operator	\$16.25 to \$24.05	Hour
Housekeeping Worker	\$163.88	Biweekly
Librarian	\$18.58	Hour
Library Aide	\$11.37 to \$13.23	Hour
Lifeguard	\$9.00 to \$9.50	Hour
Light Commissioner	\$30.03 to \$36.76	Hour
Lineman	\$20.56 to \$32.43	Hour
Parks Manager	\$20.37 to \$24.89	Hour
Payroll Clerk	\$13.67 to \$21.71	Hour
Police Officer	\$20.36 to \$21.89	Hour
Police Officer (part-time)	\$21.00	Hour
Police Sergeant	\$27.92	Hour
Pool Assistant Manager	\$11.00 to \$12.00	Hour
Pool Manager	\$16.75	Hour
Seasonal Worker	\$13.00 to \$15.00	Hour
Sewer Operator	\$15.14 to \$24.34	Hour
Sewer Superintendent	\$25.06 to \$27.84	Hour
Street Commissioner	\$21.71 to \$29.37	Hour
Utilities Clerk	\$14.08 to \$22.83	Hour
Utilities Superintendent	\$37.08	Hour
Water Commissioner	\$26.53 to \$33.03	Hour
Water Operator	\$15.77 to \$25.07	Hour

This Ordinance shall take effect and be in full force and effect from and after its passage, approval and publication or posting according to law.

PASSED AND APPROVED this 21<sup>st</sup> day of November, 2022.

CITY OF ST. PAUL, NEBRASKA

By: \_\_\_\_\_  
Joel M. Bergman, Mayor

ATTEST:

\_\_\_\_\_  
Connie Jo Beck, City Clerk/Deputy Treasurer

## **17-108. Officers and employees; salaries.**

The officers and employees of a city of the second class shall receive such compensation as the mayor and city council shall fix by ordinance.

**Source:** Laws 1879, § 7, p. 195; Laws 1881, c. 23, § 2, p. 168; Laws 1911, c. 16, § 1, p. 133; R.S.1913, § 5000; Laws 1919, c. 46, § 1, p. 130; C.S.1922, § 4169; C.S.1929, § 17-108; Laws 1935, c. 36, § 3, p. 149; C.S.Supp.,1941, § 17-108; Laws 1943, c. 30, § 2, p. 140; R.S.1943, § 17-108; Laws 1945, c. 25, § 1, p. 134; Laws 1947, c. 31, § 1(1), p. 140; Laws 1949, c. 21, § 1, p. 92; Laws 1953, c. 33, § 1, p. 123; Laws 1969, c. 89, § 1, p. 452; Laws 2017, LB133, § 6.

### **Annotations**

To employ an attorney as a private practitioner, who is also city attorney, to foreclose tax sale certificates on a percent basis violates this and other sections, though, in proper cases, he may collect for his services on basis of quantum meruit. *Darnell v. City of Broken Bow*, 139 Neb. 844, 299 N.W. 274 (1941).

Provision for compensation of employees is not required to be in writing, and may be fixed at time of employment. *Morearty v. City of McCook*, 117 Neb. 113, 219 N.W. 839 (1928).

While the statute does not fix the salary of the mayor, it directs that the mayor and other officers named shall receive salaries to be fixed by ordinance. *Dean v. State ex rel. Miller*, 56 Neb. 301, 76 N.W. 555 (1898).

# ST PAUL CIVIC CENTER COMMERCIAL LEASE AGREEMENT

**I. THE PARTIES.** This Commercial Lease Agreement ("Agreement") made on December 6<sup>th</sup>, 2021 by and between:

**Lessor:** City of St Paul with a mailing address of 704 6<sup>th</sup> Street St Paul, NE 68873 ("Lessor"), and

**Lessee:** St Paul Development Corporation with a mailing address of PO BOX 64 St Paul, NE 68873 ("Lessee"), and collectively shall be known as the "Parties", agree as follows:

**II. DESCRIPTION OF LEASED PREMISES.** The Lessor agrees to lease to the Lessee the following described space:

St Paul Civic Center  
423 Howard Ave  
St Paul, NE 68873

Hereinafter known as the "Premises."

An inventory of all of the Lessor's equipment and property located at the Premises is attached hereto as Exhibit A and hereby incorporated by reference. The Lessee may use such equipment and property, which shall continue to be the property of the Lessor, and will repair or replace it with comparable equipment or property as deemed necessary. Upon termination of the Agreement, all equipment and property listed on Exhibit A will be returned, if possible, to the Lessor in good condition, normal wear and tear expected.

**III. USE OF LEASED PREMISES.** The purpose of this Agreement is to provide for the management and operation of the Premises by the Lessee consistent with the goals of the Lessor. The Premises shall be operated in the public interest. The Premises is owned by the Lessor to create positive economic impact, to stimulate growth for the region, and to provide access to the community. Lessee recognizes these goals in marketing the Premises.

Lessee shall exercise its commercially reasonable best efforts to optimize use of the Premises in a manner that both (1) serves the public and community interest through economic impact and driving business activity within the City, and (2) attracts wedding receptions, community groups, conference events, and other events that will bring out of town visitors and attendees to the City. Lessor seeks to protect its investment in the Premises and requires Lessee to support this objective through focused sales and marketing of the facility, transparent fiscal management, high quality service, and routine maintenance of the Premises.

**IV. TERM OF LEASE.** The term of this Agreement shall be for a period of one year commencing on \_\_\_\_\_, 2022, and expiring at midnight on \_\_\_\_\_, 2023. The terms of this agreement are to be reviewed by both parties 90 days prior to expiration.

This agreement may be renewed annually.

## **V. EXPENSES.**

### **MODIFIED GROSS.**

It is the intention of the Parties that this Agreement shall be considered a "Modified Gross Lease."

The Lessee shall be responsible for the following expenses: Utilities, Pest Management, Trash Services

Lessor shall be responsible for the following expenses:  
Lawncare, Snow Removal.

**VI. LEASEHOLD IMPROVEMENTS.** The Lessee agrees that no leasehold improvements, alterations, or changes of any nature shall be made to the structure of leasehold premises or the exterior of the building without first obtaining the consent of the Lessor in writing, which consent shall not be unreasonably withheld, and thereafter, any and all leasehold improvements made to the Premises which become affixed or attached to the leasehold Premises shall remain the property of the Lessor at the expiration or termination of this Agreement. Furthermore, any leasehold improvements shall be made only in accordance with applicable federal, state, or local codes, ordinances, or regulations, having due regard for the type of construction of the building housing the subject leasehold Premises.

**VII. LICENSES AND PERMITS.** A copy of all local, state, or federal permits acquired by the Lessee which are required for the use of the Premises shall always be kept on-site and shall be readily accessible and produced to the Lessor and/or their agents or any local, state, or federal officials upon demand.

**VIII. OBLIGATIONS.** The Lessee shall be primarily responsible whenever is needed for the normal maintenance and general pickup of the entranceway leading into the Premises so that this is kept in a neat, safe, and presentable condition. The Lessee shall also be responsible for all minor repairs and maintenance of the leasehold Premises (Non-Structural), particularly those items which need immediate attention and which the Lessees, or their employees, can do and perform on their own, including but not limited to, the replacement of standard light bulbs, as well as the normal repair and

cleaning of windows, cleaning, and clearing of toilets, etc., and the Lessee shall properly maintain the Premises in a good, safe, and clean condition. The Lessee shall properly and promptly remove all rubbish and hazardous wastes and see that the same are properly disposed of according to all local, state, or federal laws, rules, regulations, or ordinances. The Lessor shall be responsible whenever needed for major maintenance and repairs of the Premises including expenses related to roof repair/upkeep, HVAC repair/upkeep/replacement, gym lighting, marquee sign, etc.

In the event the structure of the Premises is damaged as a result of any neglect or negligence of Lessee, their employees, agents, business invitees, or any independent contractors serving the Lessee or in any way as a result of Lessee's use and occupancy of the Premises, then the Lessee shall be primarily responsible for seeing that the proper claims are placed with the Lessee's insurance company, or the damaging party's insurance company, and shall furthermore be responsible for seeing that the building is safeguarded with respect to said damage and that all proper notices with respect to said damage, are made in a timely fashion, including notice to the Lessor, and the party or parties causing said damage.

The Lessee shall, during the Term of this Agreement, and in the renewal thereof, at its sole expense, keep the interior of the Premises in as good a condition and repair as it is at the date of this Agreement, reasonable wear and use expected. Furthermore, the Lessee shall not knowingly commit nor permit to be committed any act or thing contrary to the rules and regulations prescribed from time to time by any federal, state, or local authorities and shall expressly not be allowed to keep or maintain any hazardous waste materials or contaminates on the Premises.

**IX. INSURANCE.** Lessor will carry property, liability and (if needed) extended coverage insurance on the facility for its full insurable value (less such deductible as the Lessor chooses), and in the event of loss by fire, windstorm or other insured cause, will cause the facility to be repaired or replaced. During the period of such repairs or replacement, payment shall be abated to the extent, and during the period, that the facility is not usable, or is not fully usable, for its intended purposes. If repairs or restoration is expected to take longer than forty-five (45) days from the date of the loss, Lessee may terminate this Agreement by giving the City written notice of its intention to do so. The Lessee will be responsible for reimbursing the Lessor for cost of all insurance for Premises.

#### **X. MISCELLANEOUS TERMS.**

- a.) Usage by Lessee. Lessee shall comply with all rules, regulations, and laws of any governmental authority with respect to use and occupancy. Lessee shall not conduct or permit to be conducted upon the Premises any business or permit any act which is contrary to or in violation of any law, rules or regulations and requirements that may be imposed by any authority or any insurance company with which the Premises is insured, nor will the Lessee allow the Premises to be used in any way which will invalidate or be in conflict with any insurance policies applicable to the building. In no event shall explosives or extra hazardous materials be taken onto or retained on the Premises.

- b.) Pets. Unless otherwise stated in this Agreement, the only pets that shall be allowed on the Premises are those needed legally due to a disability or handicap.
- c.) Liability of Parties Each party shall be responsible for its own acts and omissions and shall be liable for payment of that portion of any and all claims, liabilities, injuries, suits, and demands and expenses of all kinds that may result or arise out of any alleged malfeasance or neglect caused or alleged to have been caused by said party, its employees, agents, or subcontractors, in the performance or omission of any act or responsibility of said party under this Agreement. In the event that a claim is made against both parties, it is the intent of both parties to cooperate in the defense of said claim and to cause their insurers to do likewise. Both parties shall, however, retain the right to take any and all actions they believe necessary to protect their own interests. No provision of this Agreement shall constitute a waiver of either party's right to assert a defense based on the doctrines of sovereign immunity, official immunity or any other immunity available under law.
- d.) Right of Entry. Lessor shall have the right to enter the leased area for routine inspection to ensure compliance with this Agreement, provided, however, that, except in the case of an emergency, the parties shall work together in good faith to coordinate the dates and times of such inspections to ensure that such inspections do not interrupt Lessee's business operations. If surveillance footage is needed, Lessor will request it from Lessee, and Lessee will provide in a timely manner. Notification is required from Lessor immediately after accessing the Premises.
- e.) Emergency Relief Center. The Premises may be used as an emergency relief center, should the city of St. Paul and/or surrounding community be affected by a major or catastrophic disaster, or if the Governor, FEMA or NEMA requests use of the facility to assist with relief of a major or catastrophic disaster.
- f.) Profit Distribution. The amount deemed as profit at year's end will be divided into the LB840 funds (reimbursement for salary) and into the City's of St Paul's Civic Center Sinking Fund account. The amount into each account to be figured each year's end.

**XI. HOLDOVER.** Should Lessee remain in possession of the Premises after the cancellation, expiration, or sooner termination of this Agreement, or any renewal thereof, without the execution of a new agreement or addendum, such holding over in the absence of a written agreement to the contrary shall be deemed, if Lessor so elects, to have created and be construed to be a tenancy from month to month, terminable upon thirty (30) days' notice by either party.

**XII. GOVERNING LAW.** This Agreement shall be governed by the laws of the State of Nebraska.

**XIII. NOTICES.** Payments and notices shall be addressed to the following:

Lessor: City of St Paul - 704 6<sup>th</sup> Street St Paul, NE 68873

Lessee: St Paul Development Corporation – PO BOX 64 Ave St Paul, NE 68873

**XIV. AMENDMENT.** No amendment of this Agreement shall be effective unless reduced to writing and subscribed by the parties with all the formality of the original.

**XV. BINDING EFFECT.** This Agreement and any amendments thereto shall be binding upon the Lessor and the Lessees and/or their respective successors, heirs, assigns, executors, and administrators.

IN WITNESS WHEREOF, the Parties have indicated their acceptance of the terms and conditions of this Agreement by their signatures below on the dates indicated.

**LESSEE'S SIGNATURE:** \_\_\_\_\_ DATE: November 21, 2022  
St. Paul Development Corp.

PRINT NAME: \_\_\_\_\_

**LESSOR'S SIGNATURE:** \_\_\_\_\_ DATE: November 21, 2022

PRINT NAME: Joel M. Bergman, Mayor

**LESSOR'S ACKNOWLEDGMENT OF NOTARY PUBLIC**

STATE OF Nebraska  
Howard County, ss.

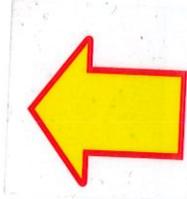
On this 21 day of November, 2022, before me appeared Joel M. Bergman, as **LESSOR** of this Commercial Lease Agreement who proved to me through government issued photo identification to be the above-named person, in my presence executed foregoing instrument and acknowledged that they executed the same as their free act and deed.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

**LESSEE'S ACKNOWLEDGMENT OF NOTARY PUBLIC**

STATE OF Nebraska  
Howard County, ss.

On this 21 day of November, 2022, before me appeared \_\_\_\_\_, as **LESSEE** of this Commercial Lease Agreement who proved to me through government issued photo identification to be the above-named



person, in my presence executed foregoing instrument and acknowledged that they executed the same as their free act and deed.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

Councilman \_\_\_\_\_ introduced the following resolution and moved its adoption:

**RESOLUTION 2022-23**

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

1. The City Council hereby directs the sale by the City of St. Paul, Nebraska of surplus personal property described as follows, to-wit:

- 1984 White Sewer Streamline Vac Pump Trailer and
- 2003 White Sewer Sreco Trailer Jetter

in the following manner and on the following terms: The sale shall be by on-line bidding through BIG IRON; there will be no reserve bidding. The City of St. Paul items listed above will be sold Wednesday, December 21, 2022 or on Wednesday, December 28, 2022. The sale shall be for cash.

2. The Clerk shall cause notice of the sale and terms of the sale to be posted pursuant to Neb Rev Stat 17-503.02.

**Passed and approved this 21<sup>st</sup> day of November 2022.**

\_\_\_\_\_  
Joel M. Bergman, Mayor



\_\_\_\_\_  
ATTEST - Connie Jo Beck, City Clerk/Deputy Treasurer

Councilman \_\_\_\_\_ seconded the motion for the adoption of the above resolution. The mayor stated the motion and the City Clerk called the roll. On roll call, the following voted in favor of the passage of said motion:

\_\_\_\_\_ The following voted against the same: \_\_\_\_\_ The Mayor thereupon declared said motion carried and said resolution adopted.

**17-503.02. Personal property; sale; procedure; other conveyance.**

(1) The power of any city of the second class or village to convey any personal property owned by it shall be exercised by resolution directing the sale and the manner and terms of the sale. Following passage of the resolution directing the sale of the property, notice of the sale shall be posted in three prominent places within the city or village for a period of not less than seven days prior to the sale of the property. If the fair market value of the property is greater than five thousand dollars, notice of the sale shall also be published once in a legal newspaper in or of general circulation in such city or village at least seven days prior to the sale of the property. The notice shall give a general description of the property offered for sale and state the terms and conditions of sale.

(2) Personal property may be conveyed notwithstanding the procedure in subsection (1) of this section when (a) such property is being sold in compliance with the requirements of federal or state grants or programs or (b) such property is being conveyed to another public agency.

**Source:** Laws 2003, LB 476, § 3; Laws 2007, LB28, § 1; Laws 2017, LB133, § 120.

## Connie Beck

---

**From:** Connie Beck  
**Sent:** Tuesday, November 15, 2022 8:17 AM  
**To:** Jason White  
**Cc:** Matt Helzer  
**Subject:** Need Resolution to Sell Equipment LESS THAN \$5,000

Good morning Attorney White,

Can you please form a RESOLUTION FOR ME TO SELL THE BELOW **TWO (2) PIECES OF EQUIPMENT BY BIG IRON THROUGH ON-LINE BIDDING UP TO DECEMBER 21, 2022** – BOTH ARE VALUED LESS THAN \$5,000..... THIS IS FOR THE MEETING ON MONDAY, NOVEMBER 21, 2022; CAN I PLEASE HAVE DOCUMENT WEDNESDAY, SO I CAN FINALIZE THE AGENDA? HAVING AUDITORS ON THURSDAY AND FRIDAY.

(1) 1984 WHITE SEWER STREAMLINE VAC PUMP TRAILER AND

(2) 2003 WHITE SEWER SRECO TRAILER JETTER

THANKS MUCH.  
Connie Jo Beck

**IBEW Wage Scale**

Effective October 1, 2022

Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	There After
Light Commissioner	30.03	30.98	31.94	32.92	33.93	34.98	35.86	36.76
Lineman	20.56	22.25	23.97	25.65	27.37	29.06	30.79	32.43
Water Commissioner	26.53	27.25	28.10	28.96	30.46	31.41	32.19	33.03
Water Operator	15.77	17.09	18.30	19.52	20.72	21.92	23.25	25.07
Sewer Superintendent	25.06	25.46	25.85	26.22	26.62	27.04	27.43	27.84
Sewer Operator	15.14	15.86	17.55	18.77	20.00	21.20	22.72	24.34
St. Commissioner	21.71	22.74	23.77	25.13	26.59	27.82	28.61	29.37
Equipment Operator	16.25	17.36	18.48	19.61	20.73	21.85	22.99	24.05
Park Manager	20.37	21.00	21.64	22.29	23.01	23.70	24.30	24.89
Labor	12.99	13.77	14.55	15.32	16.09	16.88	17.68	18.40
Deputy Clerk	15.51	16.87	18.24	19.59	20.95	22.27	23.65	25.01
Utility Clerk	14.08	15.32	16.58	17.84	19.08	20.34	21.62	22.83
Payroll Clerk	13.67	14.78	15.91	17.02	18.14	19.23	20.39	21.71
Secretary	12.62	13.64	14.68	15.71	16.74	17.75	18.77	19.86

**Note:**

6.07% increase from 10/1/2021 per union contract

# DOWNEY DRILLING, INC

## PROPOSAL AND ACCEPTANCE

Lexington, NE      Kearney, NE      Garden City, KS  
(308)-324-2303      (308)-237-9283      (620)-277-7971

TO: CITY OF ST PAUL

Address: NEW DOMESTIC WELL

LEGAL:

1 MOBILIZATION	\$3,500	3,500.00
250 DRILL 250' 4" DOMESTIC WELL INCLUDING: 210' OF 4" SDR 26 CASING, 40' OF 4" SDR 26 SLOTTED PERF, GRAVEL PACK, AND GROUT	\$30	7,500.00
1 WELL DEVELOPMENT	\$3,500.00	3,500.00
1 NEW WELL KIT	\$7,000	7,000.00

*Recycle Center*

TOTAL		\$21,500.00
NE SALES TAX	Not Included	
TOTAL		\$21,500.00
<b>Grand Total</b>		<b>\$21,500.00</b>

Full payment due 30 days after invoice.

Material prices subject to change until contract signed and accepted.

By: Adam Messenger

Dated this 31st day of OCT 2022

The undersigned, buyer, hereby accepts the proposal.

\_\_\_\_\_  
Dated this      day of

# MEETING MINUTES

## CONSTRUCTION PROGRESS MEETING

<b>NAME OF PROJECT:</b>	St. Paul WWTP Improvements
<b>MEETING LOCATION:</b>	St. Paul City Hall
<b>DATE &amp; TIME:</b>	November 2, 2022 @ 1:30 pm
<b>PROJECT #:</b>	020-2586

### A. Sign In

See Attached

### B. Project Status

1. Lift Station/Screening Manhole
  - a. Lean-to needs finished, site items to be done (electrician installing light pole base), grinder needs installed
2. Control/Blower Building
  - a. Waiting on walk doors and all interior items (east door has been installed and the frames of a few others have been installed)
3. SBR Tank/Equipment
  - a. Some interior piping being installed, working on concrete walkways, waiting on some fittings before painting the pipe. Once painting is done, begin installing Aqua equipment
4. Lagoon Cleaning/Liner Construction
  - a. Work to begin April of 2023
5. Site Piping
  - a. Only section left is pipe to split box (all piping that has been installed has been tested)

### C. Construction Schedule / Shop Drawings

1. Rutjens Update / Schedule. Working on cleaning up side slopes of SBR and cleaning out the inside of the tanks, work on interior of building during inclement weather.
2. Shop drawing review is ongoing.
  - a. HDPE Liner: to be resubmitted
  - b. Seeding: Need



**D. Pay Request / Change Order**

1. Next pay request ready to be submitted from Rutjens, would like to issue change order #3 with this request as well.
2. Any new outstanding items?

**E. Misc. Discussion Items**

1. Are all Aqua items and HOA items on site? – **Olsson has contacted HOA and are waiting to find out the status of the items needed.**
2. Contractor questions
3. City questions
  - a. **It is believed that there is an upcoming diesel shortage with price increases. City would like to have generator fuel tank filled as soon as possible. This is the contractor's responsibility, Olsson to contact Rutjens. City has been corresponding with Dusting with Nebraska Generator (308-293-5206) on fuel mixture preferred.**

**F. Next meeting –**

1. December 7, 2022, at 1:30 at St. Paul City Hall

**ATTENDANCE RECORD**  
**PROGRESS MEETING**



Name of Project: St. Paul WWTP Improvements

Project No.: 020-2586

Project Location: St. Paul, Ne

Date & Time: Wednesday, November 2, 2022 – 1:30 PM

Name of Attendees (Please Print)	Company Representing/Address	Email Address	Phone No.
Brian Friedrichsen	Olsson	<a href="mailto:bfriedrichsen@olsson.com">bfriedrichsen@olsson.com</a>	308-750-4326
Bryan Poltack	Olsson	<a href="mailto:bpoltack@olsson.com">bpoltack@olsson.com</a>	308-224-1511
<i>Matt Helzer</i>	<i>City of St. Paul</i>		<i>308-750-5843</i>
<i>Jeremy Gorecki</i>	<i>City of St. Paul</i>		<i>308-219-1061</i>
<i>Conn &amp; Beek</i>	<i>" " "</i>		<i>308-571-0045</i>
<i>Cliff Vandera</i>	<i>Rutgers</i>		<i>402-619 7156</i>



Pete Ricketts, Governor

FOR IMMEDIATE RELEASE

FOR INFORMATION CONTACT:  
Brian Rockey, Lottery and Charitable Gaming Director  
402-471-5629

## Charitable Gaming Activity July - September 2022

November 10, 2022 (LINCOLN, NEB.) – The Nebraska Department of Revenue, Lottery and Charitable Gaming Division reported today that total dollars wagered on charitable gaming activities for July through September, 2022 were \$92.6 million, which is 1.6% less than the previous quarter, when \$94.1 million was wagered.

	<b>Jul – Sep 2022</b>	<b>Apr – Jun 2022</b>
• Keno	\$86.3 million	\$87.4 million
• Pickle Cards	2.8 million	3.6 million
• Bingo	1.2 million	1.2 million
• Lottery/Raffle	<u>2.3 million</u>	<u>1.9 million</u>
	<b>\$92.6 million</b>	<b>\$94.1 million</b>

**Tax Receipts.** Tax receipts were \$1.88 million, which is 1.9% less than the previous quarter, when \$1.92 million was received.

	<b>Jul – Sep 2022</b>	<b>Apr – Jun 2022</b>
• Keno	\$1.73 million	\$1.75 million
• Pickle Cards	.07 million	.09 million
• Bingo	.03 million	.04 million
• Lottery/Raffle	<u>.05 million</u>	<u>.04 million</u>
	<b>\$1.88 million</b>	<b>\$1.92 million</b>

For additional information, visit the Charitable Gaming Division website at [revenue.nebraska.gov/gaming](http://revenue.nebraska.gov/gaming).

###

**Charitable Gaming Activity**  
**October 1, 2021 through September 30, 2022**

	Oct-Dec 2021	Jan-Mar 2022	Apr-Jun 2022	Jul-Sep 2022	Total
<b>Dollars Wagered</b>					
County/City Lottery (Keno)	\$89,958,446	\$91,810,556	\$87,374,775	\$86,324,676	\$355,468,453
Pickle Cards	2,419,270	2,097,129	3,568,361	2,834,463	\$10,919,223
Bingo	1,302,347	1,132,479	1,246,448	1,151,671	\$4,832,945
Lottery/Raffle	3,107,555	2,532,054	1,927,836	2,303,668	\$9,871,113
<b>Totals</b>	<b>\$96,787,618</b>	<b>\$97,572,218</b>	<b>\$94,117,420</b>	<b>\$92,614,478</b>	<b>\$381,091,734</b>
<b>Tax Receipts</b>					
County/City Lottery (Keno)	\$1,799,169	\$1,836,211	\$1,747,496	\$1,726,494	\$7,109,370
Pickle Cards	57,587	47,810	91,832	71,843	\$269,072
Bingo	39,070	33,974	37,393	34,550	\$144,987
Lottery/Raffle	62,151	50,641	38,557	46,073	\$197,422
<b>Totals</b>	<b>\$1,957,977</b>	<b>\$1,968,636</b>	<b>\$1,915,278</b>	<b>\$1,878,960</b>	<b>\$7,720,851</b>
<b>License Fees</b>					
Cash Fund	\$24,090	\$22,250	\$1,135	\$10,610	\$58,085
General Fund	9,120	37,330	72,455	57,215	176,120
<b>Totals</b>	<b>\$33,210</b>	<b>\$59,580</b>	<b>\$73,590</b>	<b>\$67,825</b>	<b>\$234,205</b>
<b>Total Taxes and Fees</b>	<b>\$1,991,187</b>	<b>\$2,028,216</b>	<b>\$1,988,868</b>	<b>\$1,946,785</b>	<b>\$7,955,056</b>
<b>Additional Information</b>					
Number of Bingo Players	35,571	33,084	35,428	36,174	140,257
Pickle Card Units Sold	1,079	802	1,492	1,062	4,435

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County/City	10/01/2020 through 12/31/2020	01/01/2021 through 03/31/2021	04/01/2021 through 06/30/2021	07/01/2021 through 09/30/2021	10/01/2021 through 12/31/2021	01/01/2022 through 03/31/2022	04/01/2022 through 06/30/2022	07/01/2022 through 09/30/2022
Adams	N/L	\$151,151	\$105,211	\$48,313	\$47,352	\$86,170	\$67,392	\$81,637
Albion	71,604	111,749	59,337	56,904	45,378	45,892	49,779	58,814
Alliance	39,300	43,061	33,457	29,789	30,686	27,035	25,124	22,539
Ashland <sup>2</sup>	187,287	218,520	193,660	170,452	178,220	244,422	213,412	196,394
Auburn	15,667	27,489	17,733	16,644	17,846	32,618	13,469	15,440
Avoca	24,641	90,305	75,359	99,763	142,041	89,631	88,715	107,426
Bancroft	49,186	55,693	41,578	26,099	33,001	54,381	49,856	27,804
Bartlett	26,785	37,371	27,632	33,167	55,136	37,990	55,201	35,960
Battle Creek	40,700	45,032	33,213	29,371	36,862	39,143	33,704	26,247
Bayard	66,318	83,334	90,851	69,981	51,538	66,900	59,129	35,409
Beatrice	257,347	395,410	365,149	298,013	324,132	358,233	394,601	435,347
Beemer	11,131	14,849	16,022	11,958	12,049	11,834	12,419	12,084
Bellevue	2,480,789	2,960,556	3,102,448	2,588,899	3,025,295	2,887,853	3,092,644	2,590,084
Bellwood	N/L	N/L	N/L	11,722	11,345	7,972	4,169	3,766
Bennet	40,585	23,800	18,499	20,481	25,287	13,041	15,564	8,940
Blair	424,157	466,843	388,333	402,301	365,567	358,596	409,132	339,421
Bloomfield	3,618	5,410	4,212	3,351	3,130	5,877	2,810	1,626
Blue Hill	38,357	53,391	58,172	65,017	78,997	118,317	96,216	94,875
Blue Springs	3,481	0 <sup>1</sup>	22,422					
Bridgeport	95,778	81,468	79,793	80,585	107,325	118,179	98,857	86,793
Broken Bow	119,794	118,459	79,408	89,189	122,479	173,143	127,503	141,204
Buffalo County	N/L	126,075	99,767	103,746	101,458	108,822	98,932	119,413
Callaway	18,174	19,643	17,384	21,948	15,863	13,579	24,992	26,527
Cambridge	6,502	16,374	11,536	7,899	636	0 <sup>1</sup>	0 <sup>1</sup>	0 <sup>1</sup>
Cass Co.	140,236	211,373	192,190	184,146	195,214	228,300	190,166	195,927
Cedar Creek	45,921	47,887	48,919	54,166	54,546	50,875	47,080	53,008
Cedar Rapids	21,494	31,956	21,502	23,632	14,913	24,860	20,950	5,772
Chadron	34,599	47,350	33,806	34,314	58,082	55,026	53,371	40,780
Chase Co.	4,510	11,218	24,674	25,481	11,635	13,830	14,531	15,034
Cheyenne Co.	182,038	214,342	237,907	187,202	181,621	236,939	157,251	195,693
Cody	4,734	5,911	2,452	1,526	6,281	4,083	0 <sup>1</sup>	0 <sup>1</sup>
Columbus	1,359,492	1,539,525	1,648,424	1,664,152	1,729,734	1,933,914	1,659,130	1,700,427
Crawford	79,556	102,252	103,204	89,233	90,357	90,172	127,483	95,657
Crete	494,117	606,799	504,375	436,003	599,189	564,597	543,927	481,799
Dawson Co.	370,201	460,514	412,858	337,098	418,163	412,329	390,189	324,964
Denton	841,499	1,019,700	1,162,425	1,313,789	1,306,247	1,234,861	1,264,743	1,334,028
Deshler	1,309	3,265	3,093	2,125	0 <sup>1</sup>	0 <sup>1</sup>	0 <sup>1</sup>	0 <sup>1</sup>
Deuel Co.	84,416	98,421	212,588	120,191	105,274	74,264	75,938	47,168
Dodge	46,782	54,868	40,629	51,519	52,947	52,235	70,286	66,619
Doniphan	23,680	38,950	23,141	23,501	36,577	32,207	29,066	27,739
Dorchester	25,448	43,341	29,744	24,291	24,841	23,625	20,083	22,602
Dwight	6,081	18,536	9,623	2,159	643	0 <sup>1</sup>	0 <sup>1</sup>	0 <sup>1</sup>
Ewing	237,319	187,928	184,588	216,290	235,565	322,738	298,366	298,609
Exeter	18,930	21,460	28,149	19,400	18,953	26,629	20,332	27,859
Fairbury	61,157	72,558	100,282	123,618	222,414	167,262	131,464	136,449
Farwell	23,983	22,199	22,880	29,499	51,411	54,718	55,555	75,881
Filley	11,520	21,816	27,427	26,366	42,302	41,221	28,739	40,922
Fort Calhoun	22,877	50,905	53,724	66,358	68,477	54,523	59,556	0 <sup>1</sup>
Fremont	1,388,881	2,003,339	2,061,131	1,806,057	1,953,660	1,948,295	2,079,274	1,981,058
Fullerton	153,599	121,820	102,530	80,355	75,757	91,696	107,758	92,509
Garden Co.	199	60	460	861	0 <sup>1</sup>	0 <sup>1</sup>	0 <sup>1</sup>	11,277
Geneva	76,657	75,261	61,648	72,589	81,767	83,091	65,243	115,827
Genoa	110,725	148,919	190,553	196,363	201,211	244,627	222,670	208,642
Gering	409,726	544,156	443,882	386,003	456,993	471,416	448,851	380,805
Gibbon	100,818	131,975	163,041	149,487	153,124	135,516	145,146	138,349

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Giltner	N/L	N/L	\$6,547	\$22,494	\$25,672	\$24,128	\$22,186	\$18,490
Gosper Co.	28,691	28,768	43,439	49,095	23,958	22,853	27,462	61,766
Grafton	N/L	N/L	0 <sup>1</sup>	1,239	207	N/L	N/L	N/L
Grant	1,891	0 <sup>1</sup>	0					
Greeley	11,305	11,247	5,450	445	5,674	34,076	28,928	37,095
Greenwood	30,986	43,158	46,162	44,046	54,442	64,492	55,142	45,793
Gretna	357,533	423,009	363,634	364,739	455,211	444,388	470,313	483,074
Hall Co.	1,742,051	2,134,031	1,948,576	1,644,977	1,878,273	2,114,482	1,919,941	1,757,342
Hallam	32,306	47,597	45,030	37,915	49,633	63,702	63,341	57,985
Harlan Co.	26,789	35,543	41,709	20,958	16,078	22,788	40,754	30,693
Hartington	267	1,240	11,303	7,979	0 <sup>1</sup>	672	6,950	13,168
Harvard	72,144	81,932	87,364	84,352	75,806	82,600	74,566	60,359
Hastings	597,538	788,817	728,605	640,867	673,850	787,309	693,826	754,203
Hayes Center	7,756	6,557	0 <sup>1</sup>	0				
Hemingford	N/L	N/L	6,761	11,280	14,958	16,221	10,725	17,789
Hickman <sup>3</sup>	116,408	130,748	105,330	109,692	112,770	139,189	119,724	100,930
Holdrege	49,491	85,532	94,223	110,929	111,099	138,532	151,068	75,732
Howells	720	1,122	136	131	538	1,708	149	494
Humphrey	12,620	13,614	13,044	16,777	17,714	22,330	19,591	18,197
Johnstown	2,568	1,323	873	594	161	709	140	0 <sup>1</sup>
Kearney	1,875,176	2,422,121	2,032,007	2,003,871	2,338,288	2,782,871	2,447,527	1,874,297
Keith Co.	319,490	322,256	269,195	316,595	266,763	300,521	375,159	430,430
Kimball	66,233	91,508	93,292	99,550	96,815	101,574	98,090	103,994
Knox Co.	15,782	42,250	74,663	63,315	20,160	32,588	52,739	67,273
LaVista	3,919,037	4,340,031	4,437,218	3,902,776	4,020,205	4,510,673	3,943,147	3,737,701
Lawrence	17,565	34,012	14,965	17,419	16,868	32,346	14,276	10,597
Lincoln	10,332,098	12,844,647	12,435,033	11,839,888	12,633,958	13,117,441	13,092,594	12,244,678
Long Pine	74,307	97,149	80,777	75,510	91,172	78,987	76,384	120,210
Lorton	64,642	72,003	50,938	48,695	51,856	50,916	38,578	36,234
Louisville	32,160	27,063	31,196	33,085	55,062	60,467	35,441	35,769
Loup City	5,330	11,106	14,981	10,192	9,974	12,376	16,502	20,710
Lyman	107,503	97,048	80,208	56,975	55,309	56,004	70,021	43,593
Madrid	70,657	33,272	37,614	6,493	8,587	13,996	3,647	7,111
Malcolm	N/L	N/L	744	11,772	2,765	3,037	0 <sup>1</sup>	0 <sup>1</sup>
McCook	251,238	329,732	347,087	308,404	270,343	326,660	279,875	292,274
McGrew	74,101	55,117	52,317	43,314	33,365	56,473	79,853	30,804
Memphis	26,852	31,112	17,012	25,948	24,540	18,733	28,411	31,903
Milligan	56,976	57,287	34,332	15,499	9,409	595	0 <sup>1</sup>	N/L
Minatare	13,981	9,693	6,399	3,666	6,051	4,730	3,551	4,876
Monroe	139,147	180,875	145,076	145,134	140,488	155,720	221,350	204,120
Morse Bluff	31,926	24,677	28,642	27,690	29,984	34,725	31,448	37,762
Murdock	2,269	0 <sup>1</sup>	N/L					
Neligh	46,389	72,671	50,283	66,467	55,811	90,146	95,577	72,544
Nelson	N/L	N/L	37,740	27,544	39,566	45,730	30,124	36,182
Newcastle	N/L	N/L	N/L	18,518	9,987	3,176	1,735	1,277
Niobrara	20,543	16,352	26,790	18,066	23,521	28,561	33,454	33,293
Norfolk	1,392,251	1,763,716	1,667,221	1,545,002	1,697,401	1,764,397	1,545,444	1,318,979
North Bend	26,256	44,788	98,418	75,644	58,797	43,296	59,739	59,579
North Loup	42,872	70,937	18,607	0 <sup>1</sup>				
North Platte	1,335,648	1,450,778	1,391,011	1,361,682	1,472,071	1,532,980	1,315,630	1,232,345
Oakland	2,883	24,521	10,990	7,660	8,454	9,731	13,443	6,285
Omaha	23,259,386	27,032,329	27,934,140	24,990,956	28,777,853	28,449,289	27,208,621	28,344,350
Orchard	182,446	249,736	195,358	269,182	322,511	200,279	305,885	314,636
Ord	140,763	227,531	149,389	171,622	115,013	135,890	85,821	96,747
Osceola	21	7,813	9,330	7,650	2,095	1,699	1,987	0 <sup>1</sup>
Osmond	22,374	26,169	21,759	15,750	15,312	17,228	16,442	20,137

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Otoe Co.	\$188,414	\$271,982	\$258,140	\$217,624	\$269,878	\$269,769	\$327,446	\$372,341
Papillion	2,536,743	2,789,494	2,859,209	2,425,120	2,826,126	3,033,867	2,620,150	2,685,183
Peru	N/L	N/L	37,258	3,443	N/L	N/L	N/L	N/L
Petersburg	11,966	18,801	14,896	15,381	11,032	8,926	8,908	5,338
Pierce	44,174	88,094	118,085	101,195	52,899	65,777	67,980	69,859
Plainview	57,953	69,866	84,446	90,492	96,279	118,502	100,348	104,825
Platte County	N/L	N/L	N/L	N/L	58,773	89,519	81,438	62,942
Plattsmouth	609,337	792,328	757,427	741,258	790,584	731,488	584,694	624,462
Potter	39,886	22,074	23,097	10,723	0 <sup>1</sup>	0 <sup>1</sup>	0 <sup>1</sup>	20,657
Ralston	6,830,869	7,320,425	7,581,365	7,283,563	8,400,099	8,193,397	7,735,955	7,840,655
Raymond	73,933	81,300	79,171	146,736	103,599	55,149	45,584	78,268
Richland	1,883	20,271	10,381	19,950	7,853	10,782	14,873	7,680
Roca	450,435	319,993	382,925	378,670	301,287	41,820	94,654	205,948
Royal	N/L	N/L	5,200	17,676	32,944	26,023	57,353	119,164
Rulo	62,108	88,758	89,397	100,931	133,708	158,881	168,592	133,733
Rushville	1,130	0 <sup>1</sup>	18,694	9,829	491	130	10,363	11,185
Sargent	6,264	1,011	124	0 <sup>1</sup>				
Sarpy Co.	1,360,494	1,418,265	1,399,931	1,318,451	1,674,835	1,806,945	1,582,482	1,461,093
Schuyler	157,032	192,004	216,748	132,789	151,510	159,302	171,839	178,357
Scotia	0 <sup>1</sup>	129,570	154,417	146,955	185,539	167,530	144,984	144,769
Scotts Bluff Co.	955,730	1,237,250	1,188,007	1,046,740	1,293,065	1,452,255	1,190,720	1,066,206
Shelby	N/L	N/L	N/L	N/L	18,260	5,345	0 <sup>1</sup>	0 <sup>1</sup>
Shelton	0 <sup>1</sup>	0 <sup>1</sup>	0 <sup>1</sup>	1,716	1,877	95	0 <sup>1</sup>	0 <sup>1</sup>
Silver Creek	121,807	184,000	179,131	172,542	159,963	168,662	194,561	178,927
South Sioux City	359,804	443,435	440,229	284,063	380,422	327,054	334,949	403,844
Spalding	238,938	301,812	245,846	219,717	198,323	235,921	208,600	264,945
Sprague	40,757	69,036	124,271	39,540	43,353	47,052	45,453	42,607
Springfield	211,452	239,622	206,157	224,252	308,119	361,207	222,997	132,104
St. Edward	15,785	17,145	18,256	24,768	22,310	39,715	49,313	51,305
St. Paul	214,147	218,300	361,158	400,421	382,351	262,384	430,100	384,172
Superior	103,221	111,207	128,530	108,676	85,644	87,121	35,319	72,989
Surprise	38,677	27,393	11,997	74,126	49,633	34,366	24,707	N/L
Sutherland	48,013	72,653	89,266	44,955	53,480	52,663	68,465	80,210
Sutton	61,260	156,726	67,399	67,291	116,098	198,299	90,599	65,086
Syracuse	40,058	36,717	31,240	32,764	34,813	39,813	31,752	26,737
Tecumseh	106,859	209,368	146,272	133,030	124,874	113,083	92,981	84,951
Tekamah <sup>5</sup>	97,123	128,385	142,668	101,308	123,423	71,671	104,127	79,411
Terrytown	0 <sup>1</sup>	0 <sup>1</sup>	0 <sup>1</sup>	2,383	31,233	67,868	18,679	0 <sup>1</sup>
Tilden	45,698	70,811	70,696	47,804	53,098	48,581	58,689	53,814
Trenton	4,940	5,535	25,969	40,570	29,536	34,889	47,756	42,904
Unadilla	63,524	45,024	38,246	8,666	0 <sup>1</sup>	13,632	34,351	33,894
Upland	24,455	18,053	17,026	12,981	8,645	8,261	6,136	7,846
Utica	8,927	6,068	9,138	14,773	32,825	41,061	24,286	25,150
Valparaiso	10,547	30,840	5,149	3,656	2,738	3,791	2,504	2,806
Venango	57,455	63,914	97,469	78,451	43,239	77,704	162,794	70,729
Waco	64,365	64,732	81,179	100,199	83,004	95,374	93,601	91,743
Wahoo	103,503	72,547	64,265	46,969	53,933	73,201	91,021	57,279
Waterloo	107,063	109,274	114,887	109,381	128,197	121,506	101,914	88,245
Wauneta	39,765	46,877	49,536	51,101	53,392	30,167	45,840	54,034
Waverly <sup>4</sup>	729,466	1,004,350	855,315	845,439	1,085,071	781,198	734,445	1,382,862
Wayne	45,331	71,468	77,871	52,738	55,517	84,093	69,988	99,400
Weston	18,187	25,370	30,250	18,714	18,416	25,702	10,824	0 <sup>1</sup>
Wilber	N/L	N/L	N/L	5,945	25,004	36,938	32,146	6,391
Wymore	16,355	35,695	48,392	46,185	53,309	42,991	57,299	82,788
Wynot	15,970	11,560	24,496	11,264	11,811	5,708	2,663	0 <sup>1</sup>
York	13,281	10,693	11,675	18,488	4,784	0 <sup>1</sup>	0 <sup>1</sup>	0 <sup>1</sup>

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Yutan	\$125,517	\$193,368	\$134,009	\$139,819	\$125,517	\$155,887	\$149,484	\$155,462
<b>TOTALS</b>	<b>\$74,043,672</b>	<b>\$88,012,589</b>	<b>\$87,740,427</b>	<b>\$80,625,630</b>	<b>\$89,968,632</b>	<b>\$91,810,556</b>	<b>\$87,374,775</b>	<b>\$86,324,676</b>

<sup>1</sup> City/County licensed but not carrying Keno at this time

<sup>2</sup> Reflects June 2021 amended proceeds for Ashland

<sup>3</sup> Reflects June 2021 amended proceeds for Hickman

<sup>4</sup> Reflects March 2021 amended proceeds for Waverly

<sup>5</sup> Reflects December 2021 amended proceeds for Tekamah

N/L Not Licensed

DATE OCTOBER 2022

City of St. Paul  
Receipts

Date	From	Account	Description & Breakdown	Amount	
10/3/2022	City of St Paul-Craig Hamilton	Paving	Prin \$31.32 Int \$8.68	40.00	
10/4/2022	City of St Paul - Water	Wellfield Rent	Robert Kanter	5,630.00	
10/4/2022	Wisconsin Phy Serv		HCCLAIMPMT	734.55	ACH
10/4/2022	State of NE		H & Hserv NFOC	346.32	ACH
10/7/2022	ESERVICES PAAS		St Paul Rescue	552.12	ACH
10/7/2022	State of NE		Oct 22 Hwy Alloca	36,900.89	ACH
10/11/2022	City of St Paul-NE Claims		HCCLAIMPMT	190.53	ACH
10/11/2022	Wisconsin Phy Serv		HCCLAIMPMT	771.71	ACH
10/11/2022	Howard County Treasurer		Collections	17,557.64	
			General \$2,889.53		
			Fire 557.85		
			Police 5,578.52		
			Cemetery 557.85		
			Pool 1,394.63		
			Park 1,255.17		
			Recreation 139.46		
			Library 1,534.09		
			Senior Center 139.46		
			Streets 3,511.08		
10/11/2022	Howard County Treasurer	VP Bond	Collections	3,761.08	
10/13/2022	Pay Plus		St Paul Rescue	94.55	ACH
10/14/2022	Quick Med Claims LLC		St Paul Rescue	150.00	ACH
10/14/2022	State of Ne		H & H Service	201.24	ACH
10/14/2022	City of St Paul	VP Bond	Goodenberger	65.00	
		Water	Prin \$24.46 Int \$1.54		
		Sewer	Prin \$36.70 Int \$2.30		
10/14/2022	City of St Paul-Mark Starkey	Water	Prin \$52.36 Int \$.30	105.32	
		Sewer	Prin \$52.36 Int \$.30		
10/14/2022	City of St Paul	Liquor Licenses	Riverview Lanes \$300.00	1,200.00	
			Am. Legion \$300.00		
			Loup River Dist \$300.00		
			Jakester \$300.00		

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10/14/2022	City of St Paul-Library reimbursement		July Aug Sept 2022	4,334.86	
10/17/2022	City of St. Paul-Alicee Osterman Davis	Paving	Prin \$163.25 Int \$36.75	200.00	
10/17/2022	Wisconsin Phy Serv		HCCLAIMPMT	2,463.14	ACH
10/17/2022	Pay Plus	St Paul Rescue	HCCLAIMPMT	275.61	ACH
10/18/2022	HUMANA INS CO		St Paul Rescue	104.02	ACH
10/18/2022	Wisconsin Phy Serv		HCCLAIMPMT	366.80	ACH
10/18/2022	Quick Med Claims LLC		St Paul Rescue	1,032.74	ACH
10/18/2022	State of NE		956 13th Avenue	131.98	ACH
10/19/2022	City of St Paul	Liquor Licenses	County Cage	400.00	
10/26/2022	Wisconsin Phy Serv		HCCLAIMPMT	363.94	ACH
10/26/2022	Quick Med Claims LLC		St Paul Rescue	200.13	ACH
10/26/2022	BCBSNE		St Paul Rescue	281.46	ACH
10/27/2022	Quick Med Claims LLC		St Paul Rescue	177.02	ACH
10/28/2022	ESERVICES PAAS		St Paul Rescue	1,800.54	ACH
10/31/2022	Homestead Bank Interest on 300100027			49.97	
Other Accounts:					
10/3/2022	City Office - State of Nebraska - to Light 300-504-981 - North Yards Rent			250.00	
10/24/2022	City Office - St. Paul Keno to Keno 300-504-409		St Paul Keno proceeds	8,876.01	
	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				
10/11/2022	City Office- Teresa's Floral to REDLG 300-301-465		Prin \$246.63 Int \$24.85	271.48	
	City Office - Vogel payment to REDLG 300-301-465				
10/3/2022	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				
10/21/2022	City Office - Bed Head Coffee payment to Sales Tax 300-504-420		Prin \$476.00 Int \$174.00	650.00	
	City Office - Alice Osterman payment to P.I. 300-504-684				
10/26/2022	City Office - Northrup's payment to Sales Tax 300-504-420 Recording fee \$10.00	Penlty\$20.00	Prin \$1621.92 Int \$9.24	1,661.16	PD in full
	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				

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10/12/2022	City Office - County Cage payment to Sales Tax 300-504-420		Prin \$470.56 Int \$104.44	575.00	
10/11/2022	City Office - Bootlegger payment to REDLG 300-301-465	REDLG	Prin \$1278.40 Int \$150.22	1,428.22	
10/11/2022	City Office - Bootlegger payment to Sales Tax 300-504-420	LB840	Prin \$798.93 Int \$93.96	892.89	
10/12/2022	City of St Paul- Park Improvements 77-268-2	Kramers	Aluminum Cans	168.50	
10/12/2022	City of St Paul- Elmwood Cemetery 75-312-2	Lisa Jerabek PR	Eugene Jorgensen Est.	500.00	
10/20/2022	State of NE- city Sales Tax 300-504-420		Aug 2022 City Sales Tax	37,051.62	ACH
10/31/2022	Homestead Bank - Interest on City Sales Tax Checking 300-300-277			0.99	
10/31/2022	Homestead Bank - Interest on St. Paul Civic Center Checking 300-300-749			0.04	
10/31/2022	Homestead Bank - Interest on City REDLG 300-301-465			3.95	
10/31/2022	Homestead Bank - Interest on American Rescue Plan (ARP) Funds 300-303-057			12.66	
10/31/2022	Homestead Bank - Interest on Water MMDA 300-504-189			0.29	
10/31/2022	Homestead Bank - Interest on Keno MMDA 300-504-409			15.40	
10/31/2022	Homestead Bank - Interest on Sales Tax P.I. 300-504-420			61.70	
10/31/2022	Homestead Bank - Interest on Pool Construction MMDA 300-504-442			1.12	
10/31/2022	Homestead Bank - Interest on Premium Investment 300-504-684			1.98	
10/31/2022	Homestead Bank - Interest on General Equipment Sinking MMDA 300-504-805			1.07	
10/31/2022	Homestead Bank - Interest on Sewer & Building Equipment Fund MMDA 300-504-849			1.55	
10/31/2022	Homestead Bank - Interest on Police Equipment Fund MMDA 300-504-860			1.28	
10/31/2022	Homestead Bank - Interest on Senior Center Fund MMDA 300-504-882			0.33	
10/31/2022	Homestead Bank - Interest on Brick Account MMDA 300-504-915			0.08	
10/31/2022	Homestead Bank - Interest on Library Maintenance Reserve MMDA 300-504-970			0.21	
10/31/2022	Homestead Bank - Interest on Light Sinking Fund MMDA 300-504-981			0.85	
10/31/2022	Homestead Bank - Interest on Fire Sinking Fund MMDA 300-504-992			0.29	
10/31/2022	Homestead Bank - Interest on EMT Sinking Fund MMDA 300-505-003			0.31	
10/31/2022	Homestead Bank - Interest on Street Sinking Fund MMDA 300-505-014			0.96	
10/31/2022	Homestead Bank - Interest on Park Equipment Sinking Fund MMDA 300-505-025			0.94	
10/31/2022	Homestead Bank - Interest on TIF Projects MMDA 300-505-036			0.04	
10/31/2022	Homestead Bank - Interest on After School MMDA 300-505-146				
10/31/2022	Homestead Bank - Interest on St. Paul Elmwood Cemetery Foundation 300-505-168			1.34	
10/31/2022	Homestead Bank - Interest on Civic Center Sinking Fund MMDA 300-505-179			0.07	
10/31/2022	Homestead Bank - Walk/Bike Trail Savings 300054827 - quarterly interest			0.00	
10/31/2022	Homestead Bank - City Light TCD # 3233633			0.00	
10/31/2022	Homestead Bank - City Water TCD #3398295			0.00	
10/31/2022	Homestead Bank - City Sewer TCD #3729928			0.00	

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10/31/2022	Homestead Bank - City Sewer TCD #3854749		0.00
10/31/2022	Homestead Bank - City General TCD #3212279		1,199.51
10/31/2022	Homestead Bank - City Fire TCD #3302364		0.00
10/31/2022	Homestead Bank - City Ambulance TCD #3628065		0.00
10/31/2022	Homestead Bank - Ctiy Park TCD #3229852		0.00
10/31/2022	Homestead Bank - General TCD #3272801		0.00
10/31/2022	Homestead Bank - General TCD #3548302		317.71
10/31/2022	Citizens Bank & Trust - Interest on Cafeteria 125 102407		19.56
10/31/2022	Citizens Bank & Trust - Interest on Health Deductible 102482		228.59
10/31/2022	Citizens Bank & Trust - Interest on Cemetery Savings 753122		0.00
10/31/2022	Citizens Bank & Trust - Interest on Sales Tax Infrastructure 102342		97.14
10/31/2022	Citizens Bank & Trust - Interest on City Park Aluminum Improvement Savings 772682		0.00
10/31/2022	Citizens Bank & Trust - Interest on General TCD # 109366		0.00
10/31/2022	Citizens Bank & Trust - Interest on General TCD # 109367		0.00
10/31/2022	Citizens Bank & Trust -Interest on Sales Tax TCD#109680		135.49
10/31/2022	Citizens Bank & Trust - Interest on Light TCD#109681		0.00
10/31/2022	Citizens Bank & Trust - Interest on Light ICS MMA 103217		923.13
10/31/2022	Citizens Bank & Trust - Interest on Water ICS MMA 103225		111.67
10/31/2022	Citizens Bank & Trust - Interest on Sewer ICS MMA 103241		288.36
10/31/2022	Citizens Bank & Trust - Interest on General ICS MMA 103209		992.02
10/31/2022	Citizens Bank & Trust - Interest on Building Sinking ICS MMA 103233		54.59
10/31/2022	Citizens Bank & Trust - Interest on Firemen ICS MMA 103268		38.70
10/31/2022	Citizens Bank & Trust - Interest on Ambulance ICS MMA 103276		183.79
10/31/2022	Citizens Bank & Trust - Interest on Park ICS MMA 103284		40.71
10/31/2022	Citizens Bank & Trust - Interest on Police ICS MMA 103292		52.17
10/31/2022	Citizens Bank & Trust - Interest on Keno ICS MMA 103314		82.71
10/31/2022	Citizens Bank & Trust - Interest on Streets ICS MMA 103349		91.66
10/31/2022	Citizens Bank & Trust - Interest on Library ICS MMA 103365		60.72
10/31/2022	Citizens Bank & Trust - Interest on Senior Center ICS MMA 103373		43.32
10/31/2022	Citizens Bank & Trust - Interest on Red Leg ICS MMA 103381		37.71
10/31/2022	Citizens Bank & Trust - Interest on Pool ICS MMA 103438		33.48
10/31/2022	Citizens Bank & Trust - Interest on Elmwood Cemetery ICS MMA 103446		22.28
10/31/2022	Citizens Bank & Trust-Int. on 25% Sales Tax Infrastructure ICS 102342		119.21
10/31/2022	Citizens Bank & Trust-Interest on City Sales Tax ICS 103462		57.39

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City of St. Paul  
Receipts

10/31/2022	Heritage Bank - Interest on MMDA 411025				214.01
10/31/2022	NPAIT-Interest on Light Funds 23251-101				0.00
10/31/2022	NPAIT-Interest on Water Funds 23251-102				0.00
10/31/2022	NPAIT-Interest on General Funds 23251-104				0.00
10/31/2022	NPAIT-Interest on Sewer Funds 23251-106				0.00
10/31/2022	NPAIT-Interest on Fire Funds 23251-107				0.00
10/31/2022	NPAIT-Interest on Ambulance 23251-108				0.00