

1st Council Regular Meeting
Tuesday, January 3, 2023 7:00 PM

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

Agenda

1. Mayor Bergman calls City Council meeting to order, with the "Pledge of Allegiance" and the "Open Meeting Statement" as required by NE State Statutes 84-1407 through 84-1414; 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 Request for Future Agenda Items
3. Reserve time to Speak on an Agenda Item
4. Discuss - Approve / Deny Consent Agenda Items: (1) December 19, 2022 minutes (regular); (2) January 3, 2023 disbursements; and (3) City of St. Paul Firefighter's Trae Anderson and Spencer Synowski.
5. **DISCUSSION:** See attached letter from Electric Superintendent Ed Thompson requesting that his entire vacation leave balance be allowed to carry over into "2023". Mr. Thompson is also requesting to work 20 hours a week until a qualified and experienced Electric Superintendent has been hired. Mr. Thompson will then utilize 20 hours of vacation time to make it a **fulltime position**. In utilizing the vacation time, monies will not be taken from the 2022-2023 Light budget (**POSSIBLE ACTION**). **Discuss - Approve / Deny** advertising for a City of St. Paul Electric Superintendent; the ad will be placed in the Phonograph Herald, Nebraska Municipal Review and Essent (NMPP).
6. Utilities Superintendent Helzer updates:
 - (1) Big Iron final bid on City Sewer Vacuum is \$2,001 and on Sewer Flusher is \$7,925; the Village of Farwell purchased both pieces of equipment;
7. Chief of Police Howard updates:
8. City Council member updates
9. Mayor Bergman updates:
 - (1) Thank you letter to the Street Department and Payroll Clerk from St. Paul Pool Manager Kristy Smith;
 - (2) Keely Butcher from the Howard County Medical Center stated that the City of St. Paul has to own 51% of the Wellness & Therapy facility per the CCCFF grant, therefore the Howard County Medical Center will not be utilizing the grant;
 - (3) City Clerk Beck signed a bond purchase agreement pertaining to the new St. Paul Fire Station; this will set the interest rate at 4.64% on a 20-year amortization schedule; the new sales tax will be effective beginning April 1, 2023;
 - (4) Notice of Special Meeting to be held on Monday, January 9, 2023 at 6:00 p.m. regarding the Middle Loup Subdivision improvements, cost and funding;
 - (5) Next City Council meeting is scheduled for Tuesday, January 17, 2023, due to the Martin Luther King holiday;
 - (6) Hastings Keno LLC (Mike Nevrivy) reimbursed City \$2,000 for the 2021-2022 Keno

audit;

10. Public Comment Period - restricted to items on the agenda
11. Public Announcements
12. Closed Session: Pending Litigation; Strategy Session with respect to real estate purchase; and prevent needless injury to the reputation of an individual
13. Mayor Bergman adjourns City Council meeting
14. Informational Items:
15. This agenda, including supporting documentation, is available for public viewing during normal business hours at the City Office, 704 6th Street, St. Paul, Nebraska.

AGENDA ITEM REQUEST FORM

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

City Council Meeting Date: _____

Requested Agenda Item: _____

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

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

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

Name (please print): _____

Name (signature): _____

Address: _____

Phone Number: _____

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

REQUEST FOR OPEN PUBLIC RECORDS

RECORD REQUEST INFORMATION (To be completed by Requestor – Please Print)

Full Name: _____ (Phone) _____

Address: _____ (Street) _____ (City) _____ (State) _____ (Zip)

I hereby acknowledge that I am aware that under the terms of Neb. Rev. Stat. §84-712, I am authorized to examine public records not withheld from me under the terms of Neb. Rev. Stat. §84-712.04 or other appropriate statutes, and that I may make memoranda and abstracts therefrom during the hours the offices are normally open to the public.

I hereby declare that I do not intend to and will not:

- a. Use any list of names or addresses contained in or derived from the records or information for the purpose of selling or offering for sale any property or service to any person listed or to any person who resides at any address listed; or
- b. Sell, give, or otherwise make available to any person any list of names or addresses contained in or derived from the records or information for the purpose of allowing that person to sell or offer for sale any property or service to any person who resides at any address listed.

I hereby request a copy of the following public records:

Requestor Signature _____ Date _____ Email/Fax Number _____

(Most records will be provided within four (4) full business days from the date of request.)

For Administrative Records

The request for the above-named document(s) was granted and/or allowed to be examined.

Signed _____ Date _____

This request was denied, and the requesting party was issued a letter of denial in accordance with the provisions of Neb. Rev. Stat. §84-712.04.

Signed _____ Date _____

YOUR COPY OF THIS FORM SHALL SERVE AS YOUR RECEIPT

If you have any questions about your record request, please contact the City Clerk's Office at (308) 233-3216.

**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

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

Monday, December 19, 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, December 19, 2022, at 7:00 p.m. Present were Mayor Joel M. Bergman and Council members Katie Kowalski, Chuck Schmid, Mike Feeken and Bill Peters. Absent: None. Notice of the meeting was given in advance thereof by publication in the Phonograph Herald, a legal newspaper published in said City and County. Notice of the meeting was also posted in four (4) public places. Notice of this meeting was communicated in the advance notice. All proceeds thereafter shown were taken while the convened meeting was opened to the attendance of the public.

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

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

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

Keely Butcher, Howard County Medical Center's Foundation and Marketing Director was present to provide an overview of the Civic and Community Center Financing Fund (CCCCF) "Letter of Intent" and grant conditions. The "Letter of Intent" is required to be submitted prior to January 15, 2022. Council member Schmid moved to approve Mayor Bergman signing the "Letter of Intent" regard the Civic and Community Center Financing Fund (CCCCF) grant, with the stipulation that the City of St. Paul has no ownership of the Wellness and Therapy Center, along with the City not being required to provide a grant match; Ms. Butcher will research the two (2) stipulations. The estimated total project budget is \$8 million. The City has reviewed the grant maximum schedule and will apply for \$562,000. The City is aware that if awarded, CCCCFF monies cannot account for more than fifty percent (50%) of the total project costs and has a

general accounting system in place to track project costs. The City's local contact for the application is Keely Butcher at the Howard County Medical Center. Council member Katie seconded the motion. Council members Kowalski, Schmid, Feeken & Peters voted aye, nays none. Motion carried 4/0.

Laura Berthelsen, City of St. Paul Deputy Clerk was in attendance to provide the Mayor and Council member's information regarding the ARPA Rural Workforce Housing Land Development Grant project. The City is working with the South Central Economic Development District (SCEDD) and the St. Paul Development Corp. (SPDC) to apply for a \$1,000,000 grant from the NE Dept. of Economic Development. The purpose of the grant is to provide funding for communities to either demolish or rehabilitate vacant properties to be utilized for future workforce housing. The application is due in mid- January 2023, and requires no matching funds. The grant is a reimbursement based grant, therefore, the City would have to pay the upfront cost to acquire properties and to either demolish or rehabilitate existing structures. The City will be reimbursed for the costs associated with the project, which is anticipated to take between 30 and 45 days after paperwork is submitted. All projects associated with the grant must be completed by December 31, 2026. The City has developed a list of potential properties that need to be addressed; all are vacant properties. Most of the properties have had utilities shut off for years and have been declared a nuisance. The goal is to clean up the properties and turn them "pad ready" for a contractor or for a future property owner to build a house or duplex on within a specified amount of time.

Council member Feeken moved to approve Resolution 2022-25 authorizing the City to apply for a \$1,000,000 ARPA Rural Workforce Housing Land Development grant to demolish or rehabilitate vacant property for future workforce housing. The City of St. Paul is an eligible municipality located with one (1) of the forty-one (41) rural counties determined by the NE Dept. of Economic Development to be disproportionately impacted by the COVID-19 pandemic and is an eligible municipality to file such application. The Mayor is authorized and directed to proceed with the formulation of any and all contracts, documents or other memoranda between the City of St. Paul and the NE Dept. of Economic Development for the grant application. Council member Schmid seconded the motion. Council members Kowalski, Schmid, Feeken & Peters voted aye, nays none. Motion carried 4/0.

Council member Kowalski moved to approve disbursing \$3,000 from the Keno fund to the St. Paul Chamber of Commerce for Marketing & Promotions; a quarterly report will be submitted to show expenses. Before any Chamber of Commerce funds are expended over \$3,000, the invoice will be reported to Council member Kowalski. Council member Schmid seconded the motion. Council members Kowalski, Schmid, Feeken & Peters voted aye, nays none. Motion carried 4/0.

Council member Feeken moved to approve Consent Agenda Items: (1) November 2022 Treasurer's Report; (2) December 5, 2022 (regular) Council minutes; and (3) December 19, 2022 disbursements. Council member Peters seconded the motion. Council members Kowalski, Schmid, Feeken & Peters voted aye, nays none. Motion carried 4/0.

Disbursements December 19, 2022

Aurora Cooperative (fuel)	1330.95
Awards Plus (supplies)	65.75
Black Hills Energy (natural gas)	2075.38
Bound Tree (supplies)	219.03
Charter Spectrum (service)	230.17
City Lights (utilities)	8091.28
Clearly (telephone)	194.41
Consolidated Mgmt (meals)	225.90
COR Managed Svcs (service)	1376.00
Custer County Recycling (service)	44.00
Custom Cage (supplies)	1075.00
Elmwood Cemetery (service)	100.00
Entech Pest Mgmt (service)	85.00
Hach Company (service)	499.49
Hawkins (chemicals)	3310.65
Heartland Disposal (service)	6412.38
Heritage Bank: Utility Billing ACH Fee	25.00
Homestead Bank (fees)	23.00
Hometown Market (supplies)	6.02
Howard County Register of Deeds (fee)	30.00
Howard Greeley RPPD (utilities)	126639.60
Interstate Batteries (supplies)	70.20
Jim's Champlin (fuel)	2037.59
Justice Data Solutions (service)	1800.00
Lower Loup NRD (supplies)	18.75
Macqueen Equipment (supplies)	2737.31
Menards (supplies)	109.95
Mid-Nebraska Disposal (service)	3819.40
NE Dept of Revenue: Sales & Use Tax Submittal (Form 10)	12114.42
Olsson (service)	11245.98
One Call Concepts (service)	19.92
Open Caret (service)	200.00
Parts Bin (supplies)	192.96
Phonograph Herald (publications, subscription)	2425.45
Quick Med Claims (service)	563.63
Regional Care (service)	93.50
Road Builders Machinery (supplies)	76.58
Robinson, Grady (mileage, meal)	44.00
S E Smith & Sons (supplies)	69.92
Schaper & White (service)	874.99
St Paul Veterinary Clinic (service)	210.00
T & R Electric Supply (repair)	941.30
TASC (fees)	1327.24

Thiel Tire (service)	83.88
Twin Loups Mutual Aid (service)	561.60
US Post Office (postage)	705.00

Non-General Disbursements

Light Insured Cash Sweep (ICS): from Howard Greeley REA Production Cost Adjustment (PCA)	37985.90
Sales Tax: Wroblewski Trust Account: Elstermeier Land	16726.16
Keno: Dana F. Cole & Co: 2021-2022 Final Keno Audit Pymt	400.00
Sales Tax: Schaper & White: Sales Tax Ordinance Legal Fee	335.42
Sales Tax: St Paul Development Corp: Oper. Funds	35000.00

Council member Schmid moved to approve Jade Stethem's hourly wage of \$21.36 effective immediately, due to the completion of the NE Law Enforcement Training Academy on Wednesday, December 14, 2022. Council member Kowalski seconded the motion. Council members Kowalski, Schmid, Feeken & Peters voted aye, nays none. Motion carried 4/0.

A brief discussion ensued pertaining to a nepotism issue regarding St. Paul Police Officer Jon Howard. Part-time Police Officer Jon Howard is the father of Chief of Police Dan Howard. Chief of Police Dan Howard is requesting that Police Officer Jon Howard move to a full-time City Police Officer position; this is due to Police Officer Jon Howard's qualifications and experience. Mayor Bergman stated that City Clerk Beck called Frank Daily with the NE Accountability and Disclosure office in Lincoln, NE concerning the issue. Mr. Daily stated that it is permissible to hire an immediate family member per NE State Statute §49-1425 (Definition of immediate family) and §49-1499.04 (Political subdivision; employment of family member; when; exception). If the parent is not a dependent or is not being claimed on the Federal Income Tax form, then the parent is not an immediate family member. An "Employment of Immediate Family Members Disclosure Statement" form will need to be completed for proper disclosure to the City of St. Paul pertaining to the issue. Chief of Police Dan Howard stated that Police Officer Jon Howard will be training for the Field Training Officer (FTO) position. Council member Schmid moved to approve Police Officer Jon Howard as a full-time City Police Officer, with a beginning hourly wage of \$24.00 effective immediately; the wage is based off of qualification and experience. The hourly wage will be revisited after Police Officer Jon Howard's six (6) month probationary period has been completed (June 20, 2023). Council member Feeken seconded the motion. Council members Kowalski, Schmid, Feeken & Peters voted aye, nays none. Motion carried 4/0. Police Officer Jon Howard's disciplinary action will be the authority of Mayor Joel M. Bergman.

Council member Kowalski moved to approve paying Rice Electric LLC invoice in the amount of \$4,505 regarding the St. Paul Civic Center's gym lights from the keno funds. Council member Feeken seconded the motion. Council members Kowalski, Schmid, Feeken & Peters voted aye, nays none. Motion carried 4/0. Utility Superintendent Helzer has five (5) LED High Bay lights in inventory at this time for the Civic Center gym.

Council member Schmid moved to approve removing the east Howard Avenue "St. Paul Sign" and donating it to the Howard County Historical Village to properly display. Council member Kowalski seconded the motion. Council members Kowalski, Schmid, Feeken & Peters voted aye, nays none. Motion carried 4/0.

Council member Feeken moved to approve the transfer of City of St. Paul funds: (1) City Heritage Bank utility billing transfer out in the amount of \$300,000 to the City Homestead Bank General account to pay City disbursements; and (2) City Sales Tax Money Market transfer out in the amount of \$50,000 to the City Sales Tax Checking account in the amount of \$50,000 to pay Street Motor Vehicle Tax and 25% Infrastructure, etc. Council member Schmid seconded the motion. Council members Kowalski, Schmid, Feeken & Peters voted aye, nays none. Motion carried 4/0.

Utilities Superintendent Helzer updates included: (1) City Street crew is preparing for the upcoming snow and wind storm; (2) Big Iron current bids are \$600 for the Sewer Flusher and \$480 for the Sewer Vac; and (3) City Water nitrates are extremely low.

Chief of Police Howard updates: (1) City Police Officer Jade Stethem graduated on Wednesday, December 14, 2022 from the NE Law Enforcement Training Center (NLETC); and (2) a nuisance complaint was delivered to 1220 Farnum Street on Monday, December 19, 2022.

No updates from the Council members.

Mayor Bergman updates: (1) On December 14, 2022 City Clerk Beck attended a League Association of Risk Management (LARM) Board of Directors meeting; Council members can review LARM minutes at the City Office; (2) Rutjens Construction is covering the General Liability insurance up to the completion of the Wastewater Treatment Facility (WWTF); League Association of Risk Management (LARM) is also carrying \$500,000 during the construction of the facility; (3) Piper Jaffray (Brad Slaughter) will be contacting City Clerk Beck to sign documents in setting the interest rate for the new Fire Station this Tuesday or Wednesday; (4) the next two (2) Council meetings will be Tuesday, January 3, 2023 and Tuesday, January 17, 2023, due to the first of the year holidays; (5) snow clearing procedures; and (6) Verizon cell contract; the City has not received any payments since May 2022; this continues to be work in progress.

Public Announcements: Mayor Bergman stated that the City Office will be closed at 12:00 p.m. (noon) Friday, December 23, 2022, due to the Christmas holiday.

Mayor Bergman adjourned the City Council meeting at 7:52 p.m.

Date

Joel M. Bergman, Mayor

Connie Jo Beck, City Clerk/Deputy Treasurer

January 3, 2023

Gross Wages - December	96465.46
Blue Cross Blue Shield of NE (insurance)	20706.03
Bomgaars (supplies)	607.41
Brehm Drug (supplies)	14.18
Cardmember Services (supplies, postage, meals, education, fuel, fees)	721.03
Charter/Spectrum (Service)	239.96
Christensen Insurance (bond)	151.00
City Health Deductible Savings (insurance)	5808.00
City of St. Paul 125 Plan (insurance)	110.00
City of St. Paul Transfer of Funds from #411025 to #100027	300000.00
Consolidated Mgmt (training)	39.90
Core & Main (supplies)	2434.21
Custer County Recycling (service)	19.70
Dutton Lainson (supplies)	3947.80
Heartland Disposal (service)	132.25
Homestead Bank Wire Fee BOKF 12-15-22 (fee)	8.00
Hometown Market (supplies)	25.78
Howard County Register of Deeds (fee)	10.00
Howard County Treasurer (dispatch)	3122.42
John Deere Financial (supplies)	78.38
Madison Nat'l Life (Insurance)	184.12
Menards (supplies)	39.75
Midland Telecom (equipment)	232.45
Mutual of Omaha (insurance)	117.36
Nebraska Rural Water Assn (membership)	400.00
Petty Cash (supplies, meal)	37.40
Regional Care (insurance)	82.50
Road Builders (supplies)	531.52
State of NE Central Svcs (telephone)	186.22
TASC (service)	554.00
Thiel Tire & Auto (tires)	233.98
US Postal Service (permit fee)	275.00
Verizon Wireless (telephone)	143.28
Wells Plumbing (service)	93.05

Non-General Disbursements

City Sales Tax Transfer of funds from #504420 to #300277	50000.00
Keno: Rice Electric LLC (Civic Center Bay lights)	4505.00
Keno: St Paul Chamber of Commerce (Marketing)	3000.00
Sales Tax: Street Motor Vehicle Tax Deposit	2762.28
Sales Tax: 25% Infrastructure Deposit	8920.13
Sales Tax: South Central Eco. Dev. Dist. (SCEDD) (Membership)	5000.00
Civic Center: Wells Plumbing (service)	704.64

***Check Detail Register©**

Batch: Disb Jan3

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
11100 CHECKING					
69376	01/03/23	BLUE CROSS BLUE SHIELD OF NE			
E 02-10-130		INSURANCE	\$3,332.73	2799369	Wtr - health insurance
E 10-10-130		INSURANCE	\$3,202.52	2799369	Gen - health insurance
E 01-10-130		INSURANCE	\$3,938.28	2799369	Lgts - health insurance
E 42-10-130		INSURANCE	\$1,510.14	2799369	Park - health insurance
E 32-10-130		INSURANCE	\$4,191.93	2799369	Pol - health insurance
E 21-10-130		INSURANCE	\$3,020.29	2799369	Strs - health insurance
E 03-10-130		INSURANCE	\$1,510.14	2799369	Swr - health insurance
		Total	\$20,706.03		
69377	01/03/23	BOMGAARS SUPPLY INC			
E 21-20-231		CITY GAS & OIL	\$13.98	43854943	Strs - gear lube
E 21-20-272		TOOLS	\$3.59	43854943	Strs - socket
E 21-20-271		VEHICLE R & M	\$3.99	43854943	Strs - anti-freeze
E 01-20-270		UTILITY R & M	\$31.89	43855006	Lgts - batteries
E 03-20-271		VEHICLE R & M	\$16.97	43855280	Swr - anti-freeze, windshield solvent for #8
E 42-20-270		UTILITY R & M	\$9.28	43855352	Park - batteries, toilet bowl cleaner
E 32-20-271		VEHICLE R & M	\$26.99	43855468	Pol - wire for #94
E 21-20-270		UTILITY R & M	\$30.94	43856536	Strs - putty knives, roof cement for storm sewer pipe at 2nd & M Streets
E 03-20-271		VEHICLE R & M	\$2.99	43856606	Swr - windshield solvent for #8
E 42-20-270		UTILITY R & M	\$47.99	43856796	Park - xmas lights for tree in park
E 03-20-272		TOOLS	\$54.99	43856796	Swr - socket set
E 42-20-270		UTILITY R & M	\$43.19	43856856	Park - xmas lights for tree in park
E 03-20-270		UTILITY R & M	\$9.28	43857164	Swr - disposable gloves
E 21-20-270		UTILITY R & M	\$9.79	43859095	Strs - shop towels
E 32-20-271		VEHICLE R & M	\$0.16	43859623	Pol - nuts & bolts for #94
E 02-20-272		TOOLS	\$15.96	43859647	Wtr - gloves
E 21-20-270		UTILITY R & M	\$10.99	43859657	Strs - wire connectors for street light repair
E 32-20-272		TOOLS	\$7.79	43860910	Pol - duct tape
E 42-20-270		UTILITY R & M	\$41.26	43861415	Park - nitrile gloves, zip ties
E 42-20-520		BLDG/ R & M	\$10.99	43861524	Park - surge protector extension cord for batting cage cameras
E 02-20-270		UTILITY R & M	\$11.70	43861690	Wtr - surge protector extension cord for WTP
E 42-20-520		BLDG/ R & M	\$2.99	43861987	Park - mouse trap for batting cage
E 03-20-270		UTILITY R & M	\$5.69	43862067	Swr - wire connectors
E 31-20-270		UTILITY R & M	\$38.93	43862339	Fire - ice melt, spray bottle
E 02-20-270		UTILITY R & M	\$16.06	43863839	Wtr - zip ties
E 04-20-271		VEHICLE R & M	\$2.78	43863840	Lndfl - cable, stop sleeve for recycling trailer
E 01-20-272		TOOLS	\$45.03	43863866	Lgts - gloves
E 42-20-270		UTILITY R & M	\$27.04	43863887	Park - parts for swing set repairs by tennis court
E 42-20-270		UTILITY R & M	\$5.72	43863949	Park - parts for swing set repairs
E 21-20-271		VEHICLE R & M	\$5.98	43863958	Strs - pipe nipple & bushing for #13
E 42-20-272		TOOLS	\$19.99	43864124	Park - drill bit
E 01-20-270		UTILITY R & M	\$8.76	43864148	Lgts - cleaner, pumice stones for City office
E 02-20-270		UTILITY R & M	\$8.76	43864148	Wtr - cleaner, pumice stones for City office
E 42-20-270		UTILITY R & M	\$4.99	43864163	Park - faucet repair kit
E 42-20-272		TOOLS	\$9.98	43864267	Park - reciprocating saw blades

***Check Detail Register©**

Batch: Disb Jan3

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
Total			\$607.41		
69378	01/03/23	BREHM'S DRUG, INC.			
E 36-20-320		MERCH & SUPPLY	\$14.18		EMS - Vicks Vaporub
Total			\$14.18		
69379	01/03/23	CARDMEMBER SERVICE			
E 32-20-210		PROF&SCHOOLS	\$23.59	0179	Pol - meal during mental health training
E 32-20-210		PROF&SCHOOLS	\$50.99	0210	Pol - meals during trip for uniforms
E 10-20-210		PROF&SCHOOLS	\$11.25	0228	Gen - parking fee for LARM Board meeting
E 32-20-210		PROF&SCHOOLS	\$28.00	0520	Pol - meals during LETC training (no receipt)
E 32-20-210		PROF&SCHOOLS	\$44.62	0632	Pol - meals celebrating Jade Stethem graduation
E 34-20-316		Niche Engraving	\$20.50	1049A	Cem - postage for niche door
E 42-20-270		UTILITY R & M	\$30.00	2147	Park - new door latch for interior door for Park restrooms
E 36-20-210		PROF&SCHOOLS	\$275.00	3633	EMS - EMS conference for Nate Meyer
E 01-20-270		UTILITY R & M	\$29.53	5762	Lgts - cleaning supplies for City office
E 02-20-270		UTILITY R & M	\$29.52	5762	Wtr - cleaning supplies for City office
E 01-20-266		DocuSend Fee	\$6.68	6038	Lgts - fee to email utility bills
E 32-20-272		TOOLS	\$37.59	6115	Pol - extension cables
E 32-20-210		PROF&SCHOOLS	\$23.20	7022	Pol - meals during EPC transport
E 32-20-210		PROF&SCHOOLS	\$15.99	7781	Pol - hotel booking reservation fee for Nate Meyer's EMS conference
E 10-20-310		OFFICE SUPPLIES	\$54.03	8318	Gen - bath tissue, pens
E 32-20-231		CITY GAS & OIL	\$30.00	8760	Pol - fuel for trip for uniforms
E 32-20-210		PROF&SCHOOLS	\$10.54	9606	Pol - meal during EPC transport
Total			\$721.03		
69380	01/03/23	CHARTER/SPECTRUM			
E 31-20-220		COMMUNICATION	\$129.98	3710122522	Fire - internet service
E 10-20-220		COMMUNICATION	\$109.98	3710122522	Gen - internet service
Total			\$239.96		
69381	01/03/23	CHRISTENSEN INSURANCE			
E 10-20-250		CITY INSURANCE	\$151.00	2228	Gen - Fidelity Bond for Council members & Civic Center employees
Total			\$151.00		
69382	01/03/23	CITY HEALTH DEDUCTIBLE SAVINGS			
E 42-10-130		INSURANCE	\$363.00		Park - health savings
E 03-10-130		INSURANCE	\$726.00		Swr - health savings
E 01-10-130		INSURANCE	\$1,089.00		Lgts - health savings
E 21-10-130		INSURANCE	\$726.00		Strs - health savings
E 02-10-130		INSURANCE	\$1,089.00		Wtr - health savings
E 10-10-130		INSURANCE	\$726.00		Gen - health savings
E 32-10-130		INSURANCE	\$1,089.00		Pol - health savings
Total			\$5,808.00		
69383	01/03/23	CITY OF ST PAUL 125 PLAN			
E 32-10-130		INSURANCE	\$10.00		Pol - life insurance
E 01-10-130		INSURANCE	\$20.00		Lgts - life insurance

CITY OF ST PAUL

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***Check Detail Register©**

Batch: Disb Jan3

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 02-10-130		INSURANCE	\$10.00		Wtr - life insurance
E 03-10-130		INSURANCE	\$20.00		Swr - life insurance
E 21-10-130		INSURANCE	\$20.00		Strs - life insurance
E 10-10-130		INSURANCE	\$20.00		Gen - life insurance
E 42-10-130		INSURANCE	\$10.00		Park - life insurance
		Total	\$110.00		
69384	01/03/23	CONSOLIDATED MANAGEMENT CO			
E 32-20-210		PROF&SCHOOLS	\$39.90	224202	Pol - meals for Jade Stethem during LETC training
		Total	\$39.90		
69385	01/03/23	CORE & MAIN			
E 02-20-269		Water Meters	\$1,810.42	R700718	Wtr - water meters
E 02-20-270		UTILITY R & M	\$623.79	R787102	Wtr - fusible piping, corp stops, brass inserts
		Total	\$2,434.21		
69386	01/03/23	CUSTER COUNTY RECYCLING			
E 04-20-325		Recycle Delivery	\$19.70	493	Lndfl - recycling trailer
		Total	\$19.70		
69387	01/03/23	DUTTON-LAINSON CO.			
E 02-20-269		Water Meters	\$3,947.80	870833-1	Wtr - radios for water meters
		Total	\$3,947.80		
69388	01/03/23	HEARTLAND DISPOSAL INC			
E 21-20-520		BLDG/ R & M	\$35.50	159155	Strs - sanitation hauling from North yards
E 31-20-520		BLDG/ R & M	\$47.00	159155	Fire - sanitation hauling
E 04-20-521		GROUNDS / R & M	\$49.75	159155	Lndfl - sanitation hauling from City office
		Total	\$132.25		
69389	01/03/23	HOMETOWN MARKET			
E 01-20-310		OFFICE SUPPLIES	\$25.78	8883	Lgts - coffee
		Total	\$25.78		
69390	01/03/23	HOWARD CO REGISTER OF DEEDS			
E 34-20-216		RECORDING FEE	\$10.00		Cem - certificate for Larry Gay
		Total	\$10.00		
69391	01/03/23	HOWARD COUNTY TREASURER (CCCC)			
E 32-20-214		DISPATCHER	\$3,122.42		Pol - dispatcher pay
		Total	\$3,122.42		
69392	01/03/23	JOHN DEERE FINANCIAL			
E 21-20-271		VEHICLE R & M	\$78.38	3353321	Strs - #17 fuel filters
		Total	\$78.38		
69393	01/03/23	MADISON NATIONAL LIFE			
E 42-10-130		INSURANCE	\$11.02	1535701	Park - life insurance
E 03-10-130		INSURANCE	\$33.06	1535701	Swr - life insurance
E 01-10-130		INSURANCE	\$44.08	1535701	Lgts - life insurance
E 21-10-130		INSURANCE	\$22.04	1535701	Strs - life insurance

CITY OF ST PAUL

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***Check Detail Register©**

Batch: Disb Jan3

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 02-10-130		INSURANCE	\$11.02	1535701	Wtr - life insurance
E 10-10-130		INSURANCE	\$22.04	1535701	Gen - life insurance
E 32-10-130		INSURANCE	\$40.86	1535701	Pol - life insurance
		Total	\$184.12		
69394	01/03/23	MENARDS, INC			
E 02-20-270		UTILITY R & M	\$39.75	53941	Wtr - internet and HDMI splitter for WTP
		Total	\$39.75		
69395	01/03/23	MIDLAND TELECOM, INC.			
E 01-20-270		UTILITY R & M	\$232.45	37295	Lgts - replacement drive-thru intercom
		Total	\$232.45		
69396	01/03/23	MUTUAL OF OMAHA			
E 42-10-130		INSURANCE	\$7.20	1461919846	Park - life insurance
E 03-10-130		INSURANCE	\$21.60	1461919846	Swr - life insurance
E 01-10-130		INSURANCE	\$23.76	1461919846	Lgts - life insurance
E 21-10-130		INSURANCE	\$14.40	1461919846	Strs - life insurance
E 02-10-130		INSURANCE	\$21.60	1461919846	Wtr - life insurance
E 10-10-130		INSURANCE	\$14.40	1461919846	Gen - life insurance
E 32-10-130		INSURANCE	\$14.40	1461919846	Pol - life insurance
		Total	\$117.36		
69397	01/03/23	NEBRASKA RURAL WATER ASSOC.			
E 02-20-211		ADM. & DUES	\$400.00		Wtr - annual membership
		Total	\$400.00		
69398	01/03/23	PETTY CASH, CITY OF ST PAUL			
E 02-20-272		TOOLS	\$8.59		Wtr - pliers
E 32-30-310		OFFICE SUPPLIES	\$2.15		Pol - thank you cards for donations
E 02-20-272		TOOLS	\$9.66		Wtr - HDMI adapter for WTP
E 10-20-210		PROF&SCHOOLS	\$17.00		Gen - meal prior to LARM mtg in Lincoln
		Total	\$37.40		
69399	01/03/23	REGIONAL CARE, INC			
E 42-10-130		INSURANCE	\$5.50	63945	Park - health reimbursement
E 03-10-130		INSURANCE	\$11.00	63945	Swr - health reimbursement
E 01-10-130		INSURANCE	\$11.00	63945	Lgts - health reimbursement
E 21-10-130		INSURANCE	\$11.00	63945	Strs - health reimbursement
E 02-10-130		INSURANCE	\$16.50	63945	Wtr - health reimbursement
E 10-10-130		INSURANCE	\$11.00	63945	Gen - health reimbursement
E 32-10-130		INSURANCE	\$16.50	63945	Pol - health reimbursement
		Total	\$82.50		
69400	01/03/23	ROAD BUILDERS, INC			
E 21-20-271		VEHICLE R & M	\$531.52	P62915	Strs - #18 battery
		Total	\$531.52		
69401	01/03/23	STATE OF NEBRASKA CENTRAL SERV			
E 42-20-220		COMMUNICATION	\$19.17	1349653	Park - telephone service
E 41-20-220		COMMUNICATION	\$19.17	1349653	Pool - telephone service

CITY OF ST PAUL

***Check Detail Register©**

Batch: Disb Jan3

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 02-20-220		COMMUNICATION	\$128.71	1349653	Wtr - DSL telephone service
E 02-20-220		COMMUNICATION	\$19.17	1349653	Wtr - telephone service at WTP
		Total	\$186.22		
69402	01/03/23	TASC			
E 10-20-122		125PLAN	\$554.00	IN2610670	Gen - COBRA admin and renewal fee
		Total	\$554.00		
69403	01/03/23	THIELS TIRE & AUTO REPAIR			
E 04-20-271		VEHICLE R & M	\$233.98	31179	Lndfl - tires for recycling trailer
		Total	\$233.98		
69404	01/03/23	U S POSTAL SERVICE			
E 01-20-313		POSTAGE	\$91.67		Lgts - annual bulk postage permit
E 02-20-313		POSTAGE	\$91.67		Wtr - annual bulk postage permit
E 03-20-313		POSTAGE	\$91.66		Swr - annual bulk postage permit
		Total	\$275.00		
69405	01/03/23	VERIZON WIRELESS LLC			
E 32-20-220		COMMUNICATION	\$143.28	9923414359	Pol - cell phones
		Total	\$143.28		
69406	01/03/23	WELLS PLUMBING CO, INC			
E 31-20-520		BLDG/ R & M	\$93.05	59661	Fire - service on HVAC system
		Total	\$93.05		
		11100 CHECKING	\$41,278.68		

Fund Summary

11100 CHECKING	
01 LIGHTS	\$5,597.91
02 WATER	\$11,642.41
03 SEWER	\$2,503.38
04 LANDFILL	\$306.21
10 GENERAL	\$4,893.22
21 STREETS	\$4,538.39
31 FIREMEN	\$308.96
32 POLICE	\$8,969.90
34 CEMETERY	\$30.50
36 AMBULANCE	\$289.18
41 POOL	\$19.17
42 PARK	\$2,179.45
	\$41,278.68

St. Paul Fire Department

824 6th. Street
St. Paul, NE 68873

Phone (308) 754-5254

MEMBERSHIP APPLICATION

I Trae Anderson would like to become a member of the ST. PAUL FIRE DEPARTMENT & RESCUE SQUAD. I have had the duties and responsibilities explained to me, and I willingly accept the responsibility of becoming a member of the ST. PAUL FIRE DEPARTMENT if I am accepted by the ST. PAUL FIRE DEPARTMENT and the ST. PAUL CITY COUNCIL and ST. PAUL RURAL FIRE PROTECTION BOARD.

Trae Anderson
SIGNATURE OF APPLICANT

10-3-2022
DATE

[Signature]
SIGNATURE OF SPFD TRUSTEE

10/12/22
DATE

[Signature]
SIGNATURE OF SPFD TRUSTEE

10-12-22
DATE

Tom Becker - Chief
SIGNATURE OF SPFD TRUSTEE

10-12-22
DATE

Applicant information: NAME Trae Anderson
ADDRESS 1010 7th St
St. Paul NE 68873
BIRTHDATE 9-3-1997
PHONE 308-750-3202
EMT LICENSE # _____
DRIVERS LICENSE # H13615100
SOCIAL SECURITY # _____

Majority Note - 12/14/2022

Tom Becker

12/14/22
Jadanna Koperski

December 19, 2022

To: Mayor Bergman

I had intended to retire at the end of 2022, however it has been a long process finding qualified, experienced individuals to apply for employment with the Light Department. I want to assure the City officials that I will continue my employment to allow for a somewhat seamless transition of employees. With that being said, I do not want to jeopardize my vacation leave allowance by staying beyond the end of this year.

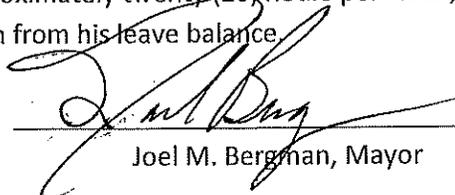
Therefore, I am requesting that my entire vacation leave balance be allowed to carryover into 2023. I would like to work approximately 20 hours per week beginning January 1, 2023 with the understanding that I am able to use my leave for the remaining time off from work each week.

This will allow me to use up some of my vacation leave instead of having the City payout the entire vacation leave balance; and allow for a seamless transition of Light Department staff upon my retirement.

 12-20-2022

Ed Thompson

I hereby authorize Ed Thompson to carryover his entire existing vacation leave balance into calendar year 2023. Ed will also be allowed to work approximately twenty (20) hours per week, with the remaining hours of work each week to be taken from his leave balance.



Joel M. Bergman, Mayor

Date: December 20, 2022

Connie Beck

From: joel bergman <joel.bergman110@gmail.com>
Sent: Saturday, December 24, 2022 11:51 AM
To: Connie Beck; Matt Helzer
Subject: Fwd: BigIron Settlement Statement
Attachments: dec_22_2022_10a_settlement_s2066710.pdf

----- Forwarded message -----

From: **BigIron** <DoNotReply@mailers-bigiron.com>
Date: Thu, Dec 22, 2022, 1:25 PM
Subject: BigIron Settlement Statement
To: <joel.bergman110@gmail.com>

Settlement Statement from the BigIron Dec 22, 2022 - Equipment Auction - Day 2

Seller: City of Saint Paul

Amount: \$8,387.10

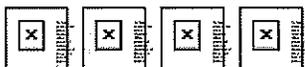
You can also view the settlement by clicking on this link: [S2066710 - City of Saint Paul - 12/22/22 16 BI](#)

FINANCE DEPARTMENT



PO Box 266 | 213 Beaver St | St Edward, NE 68660-0266
1-800-937-3558, extension 1028

settlements@bigiron.com www.bigiron.com



BigIron

PO Box 266 | 213 Beaver St
St Edward, NE 68660-0266
18009373558
Fax: 402-678-2511

City of Saint Paul
704 6th Street
St Paul, NE 68873

Settlement

S2066710

Thu, Dec 22, 2022

Day: 308-750-3087

jbergman@cityofstpaulne.org

Bidder Number: 409004

Each item on your settlement statement has a unique PAYMENT CODE for your protection. Before you release an item to a buyer, ensure that the buyer presents an invoice with the identical PAYMENT CODE. If a buyer is attempting to pick up an item without an invoice, or the invoice does not contain the PAYMENT CODE, please call BigIron Customer Service at 1-800-937-3558.

Dec 22, 2022 - Equipment Auction - Day 2

City of Saint Paul

Lot	Description	Amount
HP2625	2003 Sreco-Flexible HV207TR/L/P/R/J T/A Sewer Jet Trailer	
	2003 Sreco-Flexible HV207TR/L/P/R/J T/A Sewer Jet Trailer, 1900 Hrs Showing, Ford LRG425P6002GR 4-cylinder Engine, Gas, Water Cooled Engine, Electric Start, Rear PTO Location, Twin Disc PTO, Spring Suspension, 225/75r15 Rear Tires, Steel Wheels, Ball Hitch, 500' Jet Line, 750 Gal total capacity from 2 plastic tanks, L06 Series Piston Pump, Camera System with Monitor, NOTE: camera system does not record anymore, VIN: 4H5W317223L032829 PAYMENT CODE: UOT06Y4K	
	*** ITEM NOT PAID ***	
	Proceeds	\$7,925.00
	Commission: 15%	(\$1,188.75)
	Title processing fee	(\$25.00)
	Net Proceeds:	\$6,711.25
	Bidder: Philip Lukasiewicz, Farwell, NE, Day: 308-754-8368, philluke01@gmail.com Bidder Number: 129539	
HP2626	1984 Streamline T/A Sewer Vac Trailer	
	1984 Streamline T/A Sewer Vac Trailer, 347 Hrs Showing, Wisconsin VG4D Engine, Air Cooled Engine, Electric Start, Spring Suspension, 9-14.5 Rear Tires, Steel Wheels, Ball Hitch, 800 Gal Tank, 4" Line' Diameter, NOTE: Not Original Hours, VIN: NEBR005176 PAYMENT CODE: KXI70H4V	
	*** ITEM NOT PAID ***	
	Proceeds	\$2,001.00
	Commission: 15%	(\$300.15)
	Title processing fee	(\$25.00)
	Net Proceeds:	\$1,675.85
	Bidder: Philip Lukasiewicz, Farwell, NE, Day: 308-754-8368, philluke01@gmail.com Bidder Number: 129539	

Proceeds:	\$9,926.00
Commissions:	(\$1,488.90)
Title processing fee	(\$25.00)
Title processing fee	(\$25.00)
Total:	\$8,387.10
Balance Due:	\$8,387.10

Thank you for using BigIron Online Auctions. If you have any questions, please contact our office at 1-800-937-3558. Click here to [contact us](#). Or, email us at customer.service@bigiron.com.

Generated Thu, Dec 22, 2022 1:20 PM CST, revision 3.69.

City of St Paul crew

Thanks so much for all the work you do to keep the streets cleaned and cleared + repaired to drive on.

And the city as a very neat and attractive place to live, work and shop in.

Kristy thanks you for everyone who helps her out in the summer to make her job easier managing the pool. A job that she truly loves to do!! 😊

God's blessings to you and your families as you celebrate Christmas and the New Year.

Thank you
for all the ways
you make this world
a brighter one,

and thanks be to God for
the gift of eternal life we
receive through our Lord and
Savior Jesus Christ.

Gary & Kristy Smith

\$2,055,000
CITY OF ST. PAUL, NEBRASKA
General Obligation Municipal Building Bonds, Series 2023

December 20, 2022

BOND PURCHASE AGREEMENT

Mayor and City Council
City of St. Paul, Nebraska

Ladies and Gentlemen:

On the basis of the representations, warranties and covenants and upon the terms and conditions contained in this Bond Purchase Agreement (this "Agreement"), the undersigned, Piper Sandler & Co., of Lincoln, Nebraska (the "Underwriter"), hereby offers to purchase from the City of St. Paul, Nebraska (the "Issuer"), \$2,055,000 aggregate stated principal amount of General Obligation Municipal Building Bonds, Series 2023 (the "Bonds"), to be issued by the Issuer, under and pursuant to an ordinance passed and approved by the Mayor and City Council of the Issuer (the "Ordinance").

The Issuer acknowledges and agrees that: (i) the primary role of Piper Sandler & Co., as an underwriter, is to purchase securities for resale to investors in an arms-length commercial transaction between the Issuer and Piper Sandler & Co. and that Piper Sandler & Co. has financial and other interests that differ from those of the Issuer; (ii) Piper Sandler & Co. is not acting as a municipal advisor, financial advisor or fiduciary to the Issuer or any other person or entity and has not assumed any advisory or fiduciary responsibility to the Issuer with respect to the transaction contemplated hereby and the discussions, undertakings and proceedings leading thereto (irrespective of whether Piper Sandler & Co. has provided other services or is currently providing other services to the Issuer on other matters); (iii) the only obligations Piper Sandler & Co. has to the Issuer with respect to the transaction contemplated hereby expressly are set forth in this Agreement; and (iv) the Issuer has consulted its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate in connection with the transaction contemplated herein.

SECTION 1. REPRESENTATIONS, WARRANTIES AND AGREEMENTS

By the Issuer's acceptance hereof the Issuer hereby represents and warrants to, and agrees with, the Underwriter that:

(a) The Issuer is a political subdivision duly organized and existing under the laws of the State of Nebraska (the "State") and is authorized and empowered pursuant to the provisions of the constitutional and statutory authority (the "Authorizing Legislation") cited in the Ordinance, to issue and sell the Bonds on behalf of the Issuer for the purposes specified therein and to provide for the payment of principal of, premium, if any, and interest on the Bonds as provided in the Ordinance, payable from the sources and secured as described in the Official Statement (as hereafter defined).

(b) The Issuer has complied with all provisions of the Authorizing Legislation and the Constitution and laws of the State and has full power and authority to consummate all transactions contemplated by this Agreement, the Bonds, and the Ordinance and all authorizations, approvals, consents and orders of any governmental authority, legislative body, board, agency or commission having jurisdiction over the subject matter have been duly obtained timely as required (except for any approvals,

consents and orders as may be required under the Blue Sky or securities laws of any state in connection with the offering and sale of the Bonds).

(c) This Agreement and the Ordinance, when executed and delivered or as adopted and delivered, will constitute valid and binding obligations of the Issuer, enforceable in accordance with their respective terms. The Bonds, when issued, delivered and paid for as herein provided, will have been duly executed, authenticated, issued and delivered and will constitute valid and binding obligations of the Issuer payable as to principal, premium, if any, and interest and being secured as provided in the Ordinance, enforceable in accordance with their terms and entitled to the benefits and security of the Ordinance.

(d) The Issuer will apply the proceeds from the sale of the Bonds as specified in the Ordinance and in the Official Statement (as hereafter defined).

(e) The Issuer hereby ratifies and confirms that it has "deemed final" as of its date the Preliminary Official Statement relating to the Bonds (the "Preliminary Official Statement") within the meaning of paragraph (b)(1) of Rule 15c2-12 (the "Rule") of the Securities and Exchange Commission, except for the omission of only such material as is permitted by such paragraph.

(f) The City agrees to deliver to the Underwriter, at such addresses as the Underwriter shall specify, as many copies of the Official Statement dated the date of this Agreement, relating to the Bonds as the Underwriter shall reasonably request as necessary to comply with paragraph (b)(3) of Rule 15c2-12 of the Securities and Exchange Commission under the Securities Exchange Act of 1934 (the "Rule") and with Rule G-32 and all other applicable rules of the Municipal Securities Rulemaking Board. The City agrees to deliver such copies of a final Official Statement (the "Official Statement") within seven business days after the execution of this Agreement.

(g) The Issuer agrees to notify the Underwriter if, between the date of this Agreement and the "end of the underwriting period" under the Rule, it becomes aware of information or event that might cause the Official Statement to contain a misstatement of a material fact or omit to state a material fact necessary, in order to make the statements made therein, in light of the circumstances in which they were made, not misleading. At the request of the Underwriter, the Issuer will at its own expense supplement the Official Statement to the extent necessary so that it does not contain a misstatement of a material fact or omit to state a material fact necessary, in order to make the statements made therein, in light of the circumstances under which they were made, not misleading. Any such supplement shall be in form and substance mutually agreed upon by the Issuer and the Underwriter.

(h) There is no action, suit, proceeding, inquiry or investigation at law or in equity or before or by any court, public board or body pending or, to the best of the Issuer's knowledge, threatened in writing against or affecting the Issuer (i) affecting or seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the Bonds or the power to collect and pledge certain revenues to pay the Bonds, or (ii) wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated hereby or by the Official Statement or the validity of the Bonds, this Agreement, the Ordinance or any agreement or instrument to which the Issuer is a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby or by the Official Statement.

(i) The Issuer has duly authorized all necessary action to be taken for: (i) the issuance and sale of the Bonds upon the terms set forth herein and in the Ordinance and Official Statement; (ii) the approval of the Preliminary Official Statement and the approval of the Official Statement; (iii) the execution, delivery, receipt and due performance of this Agreement, the Bonds, the Ordinance, and any and all such other agreements and documents as may be required to be executed, delivered and received in order to carry out, give effect to and consummate the transactions contemplated hereby and by the Official Statement; and (iv)

the carrying out, giving effect to and consummation of the transactions contemplated hereby and by the Official Statement.

(j) The delivery of the Official Statement and the execution and delivery of this Agreement, the Bonds, the Ordinance, and the other agreements contemplated hereby and by the Official Statement, and compliance with the provisions thereof, will not conflict with or constitute on the part of the Issuer a breach of or a default under any existing law, court or administrative regulation, decree or order or any ordinance, resolution, agreement, indenture or other instrument to which the Issuer is subject or by which it is or may be bound nor will such execution and delivery or performance and compliance with the terms thereof result in the creation or imposition of any lien, charge or other encumbrance of any nature whatsoever upon any of its property or assets except as provided in the Bonds and the Ordinance. The Issuer is not at present in default and has never been in default with respect to the payment of any principal of or interest on any bond or other evidence of indebtedness for borrowed money.

(k) The Issuer has not been notified of any listing or proposed listing by the Internal Revenue Service to the effect that the Issuer is a bond issuer whose arbitrage certifications may not be relied upon.

(l) Any certificate signed by the Mayor or any of the duly authorized officials and representatives of the Issuer and delivered to the Underwriter shall be deemed a representation and warranty by the Issuer to the Underwriter as to the statements made therein.

(m) The Issuer will not amend or supplement the Official Statement without prior notice to and the consent of the Underwriter and will advise the Underwriter promptly in the event the Issuer learns of the institution of any proceedings before or by any court, public board or body or otherwise affecting the use of the Official Statement in connection with the offer and sale of the Bonds.

(n) The financial information of the Issuer contained in the Preliminary Official Statement and in the Official Statement fairly presents the financial position and results of operations of the Issuer as of the dates and for the periods therein set forth, and, since the date thereof, there has been no material adverse change in the financial position or results of operations of the Issuer.

(o) If applicable, the Issuer will cooperate with the Underwriter in qualifying the Bonds for offer and sale under the securities or Blue Sky laws of such jurisdictions of the United States as the Underwriter may request, provided, however, that the Issuer is not required to consent to suit or to service of process in any jurisdictions or otherwise to waive any defenses that the Issuer might have under the laws of the United States of America. If applicable, the Issuer consents to the use by the Underwriter in the course of the Underwriter's compliance with the securities or Blue Sky laws of the various jurisdictions of the documents relating to the Bonds, subject to the right of the Issuer to withdraw such consent for cause by written notice to the Underwriter. Prior to the earlier of (1) receipt of written notice from the Underwriter that Official Statements are no longer required under the Rule or (2) 90 days after the "end of the underwriting period" (as such term is defined in the Rule) or (3) if a copy of the Official Statement is available to any person from a nationally recognized municipal securities information repository, 25 days after the "end of the underwriting period," the Issuer shall provide the Underwriter with such information regarding the current financial condition and ongoing operations of the Issuer as the Issuer shall deem material and such other information concerning the Issuer as the Underwriter reasonably requests. The Underwriter shall give notice to the Issuer on the date after which no "participating underwriter", as such term is defined in the Rule, remains obligated to deliver copies of the Official Statement pursuant to paragraph (b)(4) of the Rule.

SECTION 2. PURCHASE, SALE AND DELIVERY OF THE BONDS

On the basis of the representations, warranties and covenants contained herein and in the other agreements referred to herein, and subject to the terms and conditions herein set forth, at the Closing Date (hereinafter defined) the Underwriter agrees to purchase from the Issuer and the Issuer agrees to sell to the Underwriter the Bonds at a purchase price of **\$2,006,975.85** (which purchase price takes into consideration net original issue discount of **\$17,199.15** and underwriter's discount in the amount of **\$30,825.00**), plus accrued interest from the date of the Bonds to the date of payment and delivery. The Underwriter may offer and sell the Bonds to certain dealers (including dealers depositing the Bonds into investment trusts) at prices lower than the public offering prices.

In the Ordinance, the Council authorized the Mayor and/or the City Clerk to designate the final terms and rates for the Bonds, provided such terms and rates fall within the parameters established in the Ordinance. In accordance with the Ordinance, by the authorized signature below, such authorized officer designates that the Bonds shall bear interest at the rates per annum and mature in the principal amounts and include such other terms as set forth on **Exhibit A** attached hereto and further confirms that such terms and rates fall within the parameters established in the Ordinance.

Payment for the Bonds shall be made by federal wire transfer or certified or official bank check or draft in immediately available federal funds payable to the Treasurer of the Issuer at 10:00 A.M., Central Standard Time, on **January 24, 2023**, or such other place, time or date as shall be mutually agreed upon by the Issuer and the Underwriter. The date of such delivery and payment is herein called the "Closing Date." The delivery of the Bonds shall be made in definitive form, bearing CUSIP numbers (provided neither the printing of a wrong number on any Bond nor the failure to print a number thereon shall constitute cause to refuse delivery of any Bond) as fully registered bonds in printed or typewritten form. The Bonds shall be available at the Depository Trust Company in New York, New York at least 24 hours prior to the Closing Date or delivered to the Paying Agent and Registrar for the Bonds in accordance with the "FAST" procedures of the Depository Trust Company.

SECTION 3. ESTABLISHMENT OF ISSUE PRICE

For purposes of this section the following definitions shall apply:

"Effective Time" means the time on the Sale Date that this Agreement to purchase the Bonds becomes enforceable.

"Holding Period" means with respect to each Undersold Maturity the period beginning on the Sale Date and on the earlier of the following: the close of the fifth (5th) business day after the Sale Date; or the date and time at which the Underwriter has sold at least 10% of that Undersold Maturity of the Bonds to the Public at one or more prices that are no higher than the Initial Offering Price.

"Initial Offering Price" means the price listed on **Schedule 2** of **Exhibit B** attached hereto for each Maturity.

"Maturity" means Bonds with the same credit and payment terms; Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

"Public" means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriting Firm or a related party to an Underwriting Firm. An Underwriting Firm and a person are related if it and the person are subject, directly or indirectly, to (A) at

least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other.

“Sale Date” means the date of execution of this Agreement.

“Undersold Maturity” or “Undersold Maturities” means any Maturity for which less than 10% of the principal amount of Bonds of that Maturity have been sold to the Public.

“Underwriting Firm” means (a) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (b) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (a) of this definition to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The Underwriter represents and agrees that: (a) as of the Effective Time, all of the Bonds have been the subject of an initial offering to the Public; (b) as of the Effective Time, none of the Bonds have been sold by the Underwriter to any person at a price higher than the Initial Offering Price for that Maturity; (c) during the Holding Period, the Underwriter agrees it will not offer nor sell Bonds of an Undersold Maturity to the Public at a price that is higher than the respective Initial Offering Price for that Undersold Maturity; (d) any separate agreement among any Underwriting Firm related to the sale of an Undersold Maturity during the Holding Period does or shall contain the agreement referenced above; and (e) the Underwriter will assist the Issuer in establishing the issue price of the Bonds and shall execute and deliver to the Issuer at Closing an “issue price” or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as **Exhibit B**, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the Issuer and Rembolt Ludtke LLP (“Bond Counsel”), to demonstrate the sales price or prices or the Initial Offering Price of the Bonds.

SECTION 4. CONDITIONS TO THE UNDERWRITER’S OBLIGATIONS

The Underwriter’s obligations hereunder shall be subject to the due performance by the Issuer of its obligations hereunder and to the accuracy of and compliance with the Issuer’s representations and warranties contained herein, as of the date hereof and as of the Closing Date, and are also subject to the following conditions, and are also subject to the following conditions being satisfied as of the Closing Date:

(a) The Bonds shall have been duly authorized, executed and delivered in substantially the form provided for by the Ordinance with only such changes therein as shall be mutually agreed upon by the Issuer and the Underwriter.

(b) At the Closing Date, (i) the Bonds and the Official Statement shall have been duly authorized, executed and delivered in the form heretofore approved by the Underwriter with only such changes therein as shall be mutually agreed upon by the Issuer and the Underwriter; (ii) the proceeds of the sale of the Bonds shall have been deposited and applied as described in the Official Statement; and (iii) the Issuer shall have duly executed and delivered and there shall be in full force and effect the Ordinance and such other documents as, in the opinion of Bond Counsel, shall be necessary in connection with the transactions contemplated hereby.

(c) At the Closing Date, the Underwriter shall receive: (i) the opinion in form and substance satisfactory to the Underwriter, dated as of the Closing Date, of Bond Counsel, relating to the valid authorization and issuance of the Bonds, the tax-exempt status of the Bonds, and certain other matters which is either addressed to the Underwriter (or is delivered together with a reliance letter of Bond Counsel, dated the Closing Date and addressed to the Underwriter stating that the Underwriter shall be entitled to rely upon such opinion of Bond Counsel as if the same were addressed to the Underwriter); (ii) a certificate, satisfactory to the Underwriter, of the Issuer signed by a duly authorized officer or representative of the Issuer, dated as of the Closing Date, to the effect that: (A) the Issuer has duly performed all of its obligations to be performed at or prior to the Closing Date and that each of the Issuer's respective representations and warranties contained herein is true as of the Closing Date; (B) the Issuer has authorized, by all necessary action, the execution, delivery, receipt and due performance of the terms and provisions of the Bonds, the Ordinance, this Agreement and any and all such other agreements and documents as may be required to be executed, delivered and received by the Issuer in order to carry out, give effect to and consummate the transactions contemplated hereby and by the Official Statement; (C), no litigation is pending or to the best of the Issuer's knowledge threatened as described or contemplated by Section 1(j) of this Agreement; and (D), the execution, delivery, receipt and due performance of the Bonds, the Ordinance, this Agreement, and the other agreements contemplated hereby and by the Official Statement under the circumstances contemplated hereby and thereby and compliance with the provisions thereof will not conflict with or constitute a breach of or a default under any existing law, court or administrative regulation, decree or order or any ordinance, resolution, agreement, indenture or other instrument to which the Issuer is subject or by which it is or may be bound; (iii) a certificate of the Issuer signed by the Mayor, Treasurer or other authorized officer setting forth the reasonable expectations of the Issuer deemed necessary and appropriate by Bond Counsel to support the conclusion that the Bonds will not be "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code; (iv) the Official Statement approved on behalf of the Issuer by duly authorized officials thereof; (v) such additional certificates and other documents as the Underwriter and Bond Counsel may reasonably request to evidence performance of or compliance with the provisions hereof and the transactions contemplated hereby and by the Official Statement, including any certificates or representations required in order for Bond Counsel to render its opinion, all such certificates and other documents to be satisfactory in form and substance to the Underwriter.

All the opinions, letters, certificates, instruments, and other documents mentioned in this Agreement shall be deemed to be in compliance with this Agreement if, but only if, they are in form and substance satisfactory to Bond Counsel and the Underwriter.

If the Issuer shall be unable to satisfy the conditions to the obligations of the Underwriter contained in this Agreement, or if the obligations of the Underwriter shall be terminated for any reason permitted by this Agreement, this Agreement shall terminate and neither the Underwriter nor the Issuer shall have any further obligations hereunder, except as provided in Section 8. However, the Underwriter may in its discretion waive one or more of the conditions imposed by this Agreement for the protection of the Underwriter and proceed with the issuance and delivery of the Bonds on the Closing Date.

SECTION 5. THE UNDERWRITER'S RIGHT TO CANCEL

The Underwriter shall have the right to cancel its obligations to purchase the Bonds by notifying the Issuer of its election to do so, if between the date hereof and the issuance and delivery of the Bonds on the Closing Date (a) legislation shall have been introduced in or enacted by the Congress of the United States, or shall have been favorably reported out of committee, or a decision shall have been rendered by a court of the United States or the Tax Court of the United States, or a ruling shall have been made or proposed by the Treasury Department of the United States or the Internal Revenue Service, with respect to Federal Taxation upon revenues or other income of the general character to be derived by the Issuer as described in

the Official Statement or upon interest received on obligations of the general character of the Bonds which in the Underwriter's reasonable judgment would change the tax status of the revenues of the Issuer or the interest on the Bonds, or (b) there shall exist an event which, in the Underwriter's reasonable judgment, materially adversely affects the market for the Bonds, which, in the Underwriter's reasonable judgment, either (i) makes untrue or incorrect in any material respect, as of such time, any statement or information contained in the Official Statement or adversely affects the exemption of the interest on the Bonds from Nebraska income taxes or (ii) is not reflected in the Official Statement but should be reflected therein in order to make the statements and information contained therein not misleading in any material respect or (c) there shall have occurred any outbreak of hostilities or other local, national or international calamity or crisis on the financial markets of the United States being such as, in the Underwriter's reasonable judgment, would make it impracticable for the Underwriter to market the Bonds or enforce contracts for the sale of the Bonds, (d) there shall be in force a general suspension of trading on the New York Stock Exchange or minimum or maximum prices for trading shall have been fixed and be in force, or maximum ranges for prices for securities shall have been required and be in full force on the New York Stock Exchange, whether by virtue of a determination by that Stock Exchange or by order of the Securities and Exchange Commission or any other governmental authority having jurisdiction, (e) a general banking moratorium shall have been declared by either Federal or New York authorities having jurisdiction and be in force, (f) a stop order, ruling, regulation, proposed regulation or statement by or on behalf of the Securities and Exchange Commission shall be issued or made to the effect that the issuance, offering, sale or distribution of obligations of the general character of the Bonds is in violation of any provisions of the Securities Act of 1933 or of the Trust Indenture Act of 1939, or (g) in the Congress of the United States legislation shall be enacted or a bill shall be favorably reported out of committee of either the House of Representatives or the Senate, or a decision by a court of the United States shall be rendered, or a ruling, regulation, proposed regulation or statement by or on behalf of the Securities and Exchange Commission or any other agency of the Federal government having jurisdiction of the subject matter shall be made, to the effect that securities of the Issuer, or of any similar public body are not exempt from the registration, qualification or other requirements of the Securities Act of 1933 or the Trust Indenture Act of 1939.

NOTE: The Underwriter reserves the right to cancel its obligation to purchase the Bonds if additional events or announcements related to the COVID-19 virus and its impact result in the cancellation of orders from investors or inability of investors to proceed with the purchase of the Bonds in an amount the Underwriter deems to have an adverse material impact on the sale of and market for the Bonds.

SECTION 6. CONDITIONS OF THE ISSUER'S OBLIGATIONS.

If the Issuer is unable to satisfy the conditions to the obligations of the Underwriter contained in this Agreement, or if the obligations of the Underwriter are terminated for any reason permitted by this Agreement, this Agreement shall terminate and neither the Underwriter nor the Issuer shall be under further obligation hereunder except their respective obligations with respect to payment of expenses as provided in Section 8.

SECTION 7. REPRESENTATIONS, WARRANTIES AND AGREEMENTS TO SURVIVE DELIVERY

All of the Issuer's representations, warranties, and agreements contained herein shall remain operative and in full force and effect and shall survive delivery of the Bonds to the Underwriter, regardless of any investigations made by the Underwriter.

SECTION 8. PAYMENT OF EXPENSES

Whether or not the Bonds are sold by the Issuer to the Underwriter (unless such sale be prevented at the Closing Date by the Underwriter's default), the Underwriter shall be under no obligation to pay any expenses incident to the performance of the Issuer's obligations hereunder. If the Bonds are sold by the Issuer to the Underwriter, unless otherwise agreed by the parties, the Issuer will be responsible for the payment of costs of issuance including Official Statement printing, Bond Counsel fees, paying agent fees, CUSIP fees, and DTC fees.

SECTION 9. MISCELLANEOUS AND NOTICE.

(a) This Agreement shall inure to the benefit of the Underwriter and the Issuer and their respective successors and assigns. Nothing in this Agreement is intended or shall be construed to give any other person, firm, or corporation any legal or equitable right, remedy or claim under or in respect of this Agreement or any provision herein contained. The terms "successors" and "assigns" as used in this Agreement shall not include any purchaser, acting in such capacity, of any of the Bonds from the Underwriter.

(b) Any notice or other communication to be given to the Issuer under this Agreement may be given by mailing or delivering the same in writing to the Mayor of the Issuer; any notice or other communication to be given to the Underwriter under this Agreement may be given by mailing or delivering the same in writing to the Underwriter as follows: Piper Sandler & Co., 2900 S. 70th Street, Suite 310, Lincoln, NE 68506, Attention: Brad Slaughter.

(c) No officer, agent or any employee of the Issuer shall be charged personally by the Underwriter with any liability, or held personally accountable to the Underwriter, under any term or provision of this Agreement, or because of its execution or attempted execution, or because of any breach, or attempted or alleged breach, of this Agreement.

SECTION 10. APPLICABLE LAW; NONASSIGNABILITY

This Bond Purchase Agreement shall be governed by the laws of the State of Nebraska. This Bond Purchase Agreement shall not be assigned by the Issuer or the Underwriter.

SECTION 11. EXECUTION OF COUNTERPARTS; EFFECTIVE UPON ACCEPTANCE.

This Bond Purchase Agreement may be executed by electronic transmission and in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document. This Agreement shall supersede all previous agreements relating to the same subject matter between the parties and shall become effective upon acceptance hereof by the Issuer.

[The remainder of this page left blank intentionally.]

IN WITNESS WHEREOF, the parties hereto have executed this Bond Purchase Agreement, all as of the day and year first above mentioned.

Very truly yours,

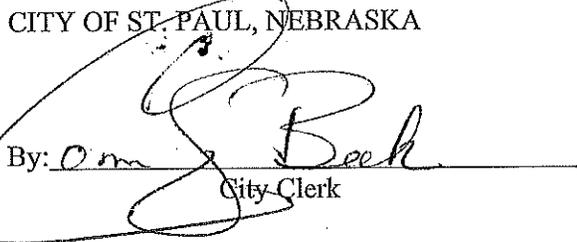
PIPER SANDLER & CO,
the Underwriter



By:
Title: Senior Vice President

Accepted as of the date first above written, subject to, and in accordance with the Ordinance.

CITY OF ST. PAUL, NEBRASKA

By:  _____
City Clerk

Date of Signature: December 20, 2022



EXHIBIT A
DESIGNATION OF FINAL RATES AND MATURITY SCHEDULE
GENERAL OBLIGATION MUNICIPAL BUILDING BONDS, SERIES 2023
OF THE CITY OF ST. PAUL, NEBRASKA

Pursuant to the authority granted under the Ordinance, the Bonds shall be issued as the Issuer's General Obligation Municipal Building Bonds, Series 2023 in the original principal amount of \$2,055,000. The date of original issue of the Bonds shall be **January 24, 2023**. The date of delivery for the Bonds shall be **January 24, 2023**. The final maturity schedule, interest rates and pricing for the Bonds, respectively are as set forth below:

<u>Maturing</u> <u>November 15</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Yield</u>	<u>Price</u>
2025*	\$225,000	3.40%	3.40%	100.000%
2028*	240,000	3.50	3.50	100.000
2032*	365,000	4.50	3.60	104.084
2037*	550,000	4.25	4.50	97.313
2042*	675,000	4.50	4.70	97.433

*Term Bonds

The Bonds are subject to optional redemption, in whole or in part, prior to maturity at any time on or after the fifth anniversary of the date of delivery. The Bonds issued as Term Bonds are subject to mandatory sinking fund redemption prior to maturity and shall be redeemed, in part, by lot and paid at final maturity, at the principal amount thereof plus interest accrued thereon to the date fixed for redemption, without premium, as follows:

\$225,000 Bonds Maturing November 15, 2025

<u>Mandatory Redemption Dates</u>	<u>Amount Required to be Redeemed</u>
November 15, 2023	\$80,000
November 15, 2024	\$70,000
November 15, 2025 (final maturity)	\$75,000

\$240,000 Bonds Maturing November 15, 2028

<u>Mandatory Redemption Dates</u>	<u>Amount Required to be Redeemed</u>
November 15, 2026	\$75,000
November 15, 2027	\$80,000
November 15, 2028 (final maturity)	\$85,000

\$365,000 Bonds Maturing November 15, 2032

<u>Mandatory Redemption Dates</u>	<u>Amount Required to be Redeemed</u>
November 15, 2029	\$85,000
November 15, 2030	\$90,000
November 15, 2031	\$95,000
November 15, 2032 (final maturity)	\$95,000

\$550,000 Bonds Maturing November 15, 2037

<u>Mandatory Redemption Dates</u>	<u>Amount Required to be Redeemed</u>
November 15, 2033	\$100,000
November 15, 2034	\$105,000
November 15, 2035	\$110,000
November 15, 2036	\$115,000
November 15, 2037 (final maturity)	\$120,000

\$675,000 Bonds Maturing November 15, 2042

<u>Mandatory Redemption Dates</u>	<u>Amount Required to be Redeemed</u>
November 15, 2038	\$125,000
November 15, 2039	\$130,000
November 15, 2040	\$135,000
November 15, 2041	\$140,000
November 15, 2042 (final maturity)	\$145,000

Interest on the Bonds is payable semiannually on May 15 and November 15 of each year, beginning May 15, 2023.

EXHIBIT B

FORM OF UNDERWRITER'S RECEIPT FOR BONDS AND CLOSING CERTIFICATE

\$2,055,000

City of St. Paul, Nebraska

General Obligation Municipal Building Bonds, Series 2023

The undersigned, on behalf of Piper Sandler & Co. (the "Underwriter"), as the underwriter of the above-described bonds (the "Bonds"), being issued on the date of this Certificate by the City of St. Paul, Nebraska (the "Issuer"), certifies and represents as follows:

1. **Receipt for Bonds.** The Underwriter hereby acknowledges receipt of the Bonds, date of original issue — **January 24, 2023**, issued by the Issuer pursuant to an ordinance duly passed and approved by the Issuer. Said Bonds are in fully registered form and mature and bear interest as provided in the ordinance, have been duly executed on behalf of the Issuer and have been authenticated and registered by the Paying Agent and Registrar, and conform in all respects to the specifications for such Bonds set forth in the approving ordinance.

2. **Issue Price.**

(a) *Public Offering.* As of the sale date of the Bonds (**December 20, 2022**) all of the Bonds have been the subject of a *bona fide* initial offering to the public (as defined below).

(b) *Sale Prices.* As of the date of this Certificate, for each maturity of the Bonds listed on **Schedule 1** as the "General Rule Maturities," the first price at which at least 10% of such maturity of the Bonds was sold to the public is the respective price listed in **Schedule 2**.

(c) *Hold-the-Offering Prices.*

(i) On or before the sale date of the Bonds, for each maturity of the Bonds listed on **Schedule 1** as the "Hold-the-Offering-Price Maturities," the Underwriter offered each such maturity of the Bonds to the public for purchase at the respective initial offering prices listed on **Schedule 2** (the "Initial Offering Prices").

(ii) As set forth in the Bond Purchase Agreement the Underwriter agreed in writing that (A) for each maturity of the Hold-the-Offering-Price Maturities, it would neither offer nor sell any of the Bonds of such maturity to any person at a price that is higher than the Initial Offering Price for such maturity during the holding period (as defined below) for such maturity (the "hold-the-offering-price rule"), and (B) any selling group agreement contains the agreement of each dealer who is a member of the selling group, and any retail distribution agreement contains the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, the Underwriter has not offered or sold any maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that maturity of the Bonds during the holding period.

(d) *Defined Terms.*

(i) The term “public” means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an underwriter or a related party to an underwriter, as defined in subsection ii, below.

(ii) The term “underwriter” means (A) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public, and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) of this paragraph to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the public).

(iii) The term “related party” means any person if the Underwriter and said person are subject, directly or indirectly, to (A) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other).

(iv) The term “holding period” means the period starting on the sale date of the Bonds and ending on the earlier of (A) the close of the fifth business day after such sale date, or (B) the date on which the Underwriter has sold at least 10% of such Hold-the-Offering-Price Maturity to the public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.

3. Compliance with Purchase Agreement. The Underwriter has timely received in satisfactory form and manner all proceedings, certificates, opinions, letters and other documents required to be submitted to the Underwriter pursuant to the Bond Purchase Agreement on the date of the delivery of and payment for the Bonds (except to the extent it has waived or consented to modification of certain provisions thereof), and further acknowledges that the Issuer has complied with and satisfied all obligations owed to the Underwriter pursuant to the Bond Purchase Agreement with which compliance or satisfaction is required on or before the date hereof. However, the forgoing statement of the Underwriter shall not constitute a waiver of any legal rights of the Underwriter that exist under the Bond Purchase Agreement and the Underwriter does not waive hereby any legal rights against the Issuer for a failure to comply with and satisfy all of its obligations to the Underwriter which are required under the Bond Purchase Agreement to be complied with and satisfied on or before the date hereof

4. Arbitrage Yield. The Underwriter has calculated for the Issuer the yield on the Bonds and such calculated yield is **4.436601%**. The Underwriter expresses no view regarding the legal sufficiency of any such computations or the correctness of any legal interpretation made by bond counsel.

[Remainder of Page Intentionally Left Blank]

The representations set forth in this certificate are limited to factual matters only. Nothing in this Certificate represents the Underwriter's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the certifications contained herein will be relied upon by the Issuer in executing and delivering the Tax Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by bond counsel, in rendering its opinion relating to the exclusion from federal gross income of the interest on the Bonds and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

Dated: January 24, 2023

Piper Sandler & Co.

By: _____
Title: _____

Schedule 1

Hold-the-Offering-Price Maturities: None

Except for the maturities listed above, all maturities are "General Rule" Maturities and at least 10% of each maturity has been sold to the public at the offering prices shown in Schedule 2 hereof.

Schedule 2
Offering Prices

<u>Maturing</u> <u>November 15</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Yield</u>	<u>Price</u>
2025	\$225,000	3.40%	3.40%	100.000%
2028	240,000	3.50	3.50	100.000
2032	365,000	4.50	3.60	104.084
2037	550,000	4.25	4.50	97.313
2042	675,000	4.50	4.70	97.433

4871-8921-8373, v. 1

BOND DEBT SERVICE

**St. Paul - Nebraska
 GO Building Bonds, Series 2023 - Dated 1/24/2023. FINAL**

<i>Period Ending</i>	<i>Principal</i>	<i>Coupon</i>	<i>Interest</i>	<i>Debt Service</i>	<i>Annual Debt Service</i>
05/15/2023			26,586.04	26,586.04	
11/15/2023	80,000	3.400%	43,112.50	123,112.50	149,698.54
05/15/2024			41,752.50	41,752.50	
11/15/2024	70,000	3.400%	41,752.50	111,752.50	153,505.00
05/15/2025			40,562.50	40,562.50	
11/15/2025	75,000	3.400%	40,562.50	115,562.50	156,125.00
05/15/2026			39,287.50	39,287.50	
11/15/2026	75,000	3.500%	39,287.50	114,287.50	153,575.00
05/15/2027			37,975.00	37,975.00	
11/15/2027	80,000	3.500%	37,975.00	117,975.00	155,950.00
05/15/2028			36,575.00	36,575.00	
11/15/2028	85,000	3.500%	36,575.00	121,575.00	158,150.00
05/15/2029			35,087.50	35,087.50	
11/15/2029	85,000	4.500%	35,087.50	120,087.50	155,175.00
05/15/2030			33,175.00	33,175.00	
11/15/2030	90,000	4.500%	33,175.00	123,175.00	156,350.00
05/15/2031			31,150.00	31,150.00	
11/15/2031	95,000	4.500%	31,150.00	126,150.00	157,300.00
05/15/2032			29,012.50	29,012.50	
11/15/2032	95,000	4.500%	29,012.50	124,012.50	153,025.00
05/15/2033			26,875.00	26,875.00	
11/15/2033	100,000	4.250%	26,875.00	126,875.00	153,750.00
05/15/2034			24,750.00	24,750.00	
11/15/2034	105,000	4.250%	24,750.00	129,750.00	154,500.00
05/15/2035			22,518.75	22,518.75	
11/15/2035	110,000	4.250%	22,518.75	132,518.75	155,037.50
05/15/2036			20,181.25	20,181.25	
11/15/2036	115,000	4.250%	20,181.25	135,181.25	155,362.50
05/15/2037			17,737.50	17,737.50	
11/15/2037	120,000	4.250%	17,737.50	137,737.50	155,475.00
05/15/2038			15,187.50	15,187.50	
11/15/2038	125,000	4.500%	15,187.50	140,187.50	155,375.00
05/15/2039			12,375.00	12,375.00	
11/15/2039	130,000	4.500%	12,375.00	142,375.00	154,750.00
05/15/2040			9,450.00	9,450.00	
11/15/2040	135,000	4.500%	9,450.00	144,450.00	153,900.00
05/15/2041			6,412.50	6,412.50	
11/15/2041	140,000	4.500%	6,412.50	146,412.50	152,825.00
05/15/2042			3,262.50	3,262.50	
11/15/2042	145,000	4.500%	3,262.50	148,262.50	151,525.00
	2,055,000		1,036,353.54	3,091,353.54	3,091,353.54

BOND SUMMARY STATISTICS

St. Paul - Nebraska
GO Building Bonds, Series 2023 - Dated 1/24/2023. FINAL

Dated Date	01/24/2023
Delivery Date	01/24/2023
Last Maturity	11/15/2042
Arbitrage Yield	4.436601%
True Interest Cost (TIC)	4.618049%
Net Interest Cost (NIC)	4.559825%
All-In TIC	4.646529%
Average Coupon	4.357883%
Average Life (years)	11.572
Duration of Issue (years)	8.715
Par Amount	2,055,000.00
Bond Proceeds	2,037,800.85
Total Interest	1,036,353.54
Net Interest	1,084,377.69
Total Debt Service	3,091,353.54
Maximum Annual Debt Service	158,150.00
Average Annual Debt Service	156,063.28
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	15.000000
Total Underwriter's Discount	15.000000
Bid Price	97.663058

<i>Bond Component</i>	<i>Par Value</i>	<i>Price</i>	<i>Average Coupon</i>	<i>Average Life</i>
2025 Term	225,000.00	100.000	3.400%	1.786
2028 Term	240,000.00	100.000	3.500%	4.850
2032 Term	365,000.00	104.084	4.500%	8.356
2037 Term	550,000.00	97.313	4.250%	12.899
2042 Term	675,000.00	97.433	4.500%	17.882
	2,055,000.00			11.572

	<u>TIC</u>	<u>All-In TIC</u>	<u>Arbitrage Yield</u>
Par Value	2,055,000.00	2,055,000.00	2,055,000.00
+ Accrued Interest			
+ Premium (Discount)	-17,199.15	-17,199.15	-17,199.15
- Underwriter's Discount	-30,825.00	-30,825.00	
- Cost of Issuance Expense		-4,110.00	
- Other Amounts		-750.00	
Target Value	2,006,975.85	2,002,115.85	2,037,800.85
Target Date	01/24/2023	01/24/2023	01/24/2023
Yield	4.618049%	4.646529%	4.436601%

Connie Beck

From: Slaughter, Brad <Bradley.Slaughter@psc.com>
Sent: Tuesday, December 20, 2022 12:51 PM
To: Connie Beck
Subject: Bond requiring Signature
Attachments: St. Paul - Bond Purchase Agreement for GO Municipal Building Bonds (2022) .pdf

Connie,

Attached please find the bond document requiring signature. Please let me know if you have any questions on this.

Your signature on this will allow us to finalize the trades on the effective 4.64% on the bonds.

Thanks for scanning a signed copy of this to me as soon as time allows.

Brad Slaughter

Senior Vice President | Public Finance Investment Banking

Piper Sandler & Co.

2900 S 70th St. Suite 310 Lincoln, NE 68506

D 402 499 3709

E bradley.slaughter@psc.com

PiperSandler.com

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Connie Beck

From: Connie Beck
Sent: Tuesday, December 20, 2022 2:38 PM
To: Slaughter, Brad
Cc: Jason White; Becker, Mike; Mark Wilson (MWilson@hcmc.us.com); Nate Meyer; Matt Helzer; Bill Peters; Chuck Schmid; Joel Bergman; Katie Kowalski; Mike Feeken
Subject: RE: Bond requiring Signature
Attachments: Fire Station Final Bonding 4.64% Int Rate.pdf
Importance: High

Good Afternoon Brad, please see the signed New Fire Station bonding document; thanks.

From: Slaughter, Brad <Bradley.Slaughter@psc.com>
Sent: Tuesday, December 20, 2022 12:51 PM
To: Connie Beck <cjbeck@cityofstpaulne.org>
Subject: Bond requiring Signature

Connie,

Attached please find the bond document requiring signature. Please let me know if you have any questions on this.

Your signature on this will allow us to finalize the trades on the effective 4.64% on the bonds.

Thanks for scanning a signed copy of this to me as soon as time allows.

Brad Slaughter

Senior Vice President | Public Finance Investment Banking

Piper Sandler & Co.

2900 S 70th St. Suite 310 Lincoln, NE 68506

D 402 499 3709

E bradley.slaughter@psc.com

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Connie Beck

From: Slaughter, Brad <Bradley.Slaughter@psc.com>
Sent: Tuesday, December 20, 2022 9:41 AM
To: Connie Beck
Subject: Rates final shortly

Connie,

We should have rates finalized shortly on the Building Bonds.

I will update you in the next hour or so.

Hope you are staying warm this morning.

Brad Slaughter

Senior Vice President | Public Finance Investment Banking

Piper Sandler & Co.

2900 S 70th St. Suite 310 Lincoln, NE 68506

D 402 499 3709

E bradley.slaughter@psc.com

PiperSandler.com

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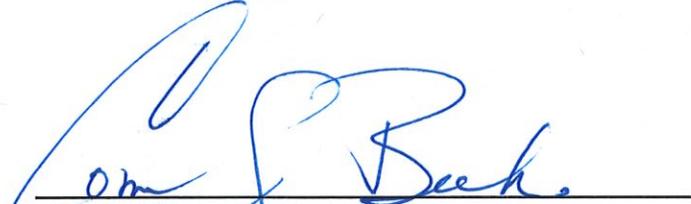
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CITY OF SAINT PAUL
704 6TH STREET
SAINT PAUL, NEBRASKA 68873

NOTICE OF TIME AND PLACE OF
SPECIAL MEETING

NOTICE IS HEREBY GIVEN THAT A SPECIAL MEETING OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAINT PAUL, NEBRASKA, WILL BE **HELD MONDAY, JANUARY 9, 2023 BEGINNING AT 6:00 P.M.** IN THE CITY COUNCIL CHAMBERS. THIS MEETING WILL BE OPEN TO THE PUBLIC. AN AGENDA FOR SUCH MEETING IS KEPT CONTINUALLY CURRENT AND IS AVAILABLE FOR PUBLIC INSPECTION AT THE OFFICE OF THE CITY CLERK AT THE CITY UTILITIES OFFICE. THE PURPOSE OF THIS MEETING IS TO HAVE A **STUDY SESSION REGARDING THE MIDDLE LOUP SUBDIVISION IMPROVEMENTS, COST AND FUNDING** (POSSIBLE ACTION). POSTED THIS 27th DAY OF DECEMBER 2022.



CONNIE JO BECK
CITY CLERK/DEPUTY TREASURER

Post in four (4) public places:

- City Utility Office
- US Post Office
- Citizens Bank & Trust
- Howard County Court House (lower level)