

1st Council Regular Meeting
Monday, May 1, 2023 6:30 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. Mayor Joel M. Bergman opens public hearing regarding a new Class K Liquor License application for Seven County Spirits LLC dba Loup River Distilling (K-125457) at 503 Howard Avenue, St. Paul, NE.
5. Discuss - Approve / Deny Addendum to Wholesale Power Contract between Howard Greeley Rural Public Power District (HGRPPD) and City of St. Paul. HGRPPD has contracted for the generated output of a one (1) megawatt solar facility located on property owned by St. Paul and leased to HGRPPD ("Solar Facility"). St. Paul shall purchase twenty percent (20%) of the generated output of the Solar Facility ("St. Paul Allocation"), so long as, the Contract, and any amendment thereto, remains in full force and effect.
6. Discuss - Approve / Deny purchasing a new laptop for the Electrical Department through COR Managed Services (see two (2) options).
7. Discuss the City of St. Paul's Municipal Code "nuisance" procedures and protocols (per Jerry Thompson).
8. Nuisances hearing regarding (1) 1220 Farnum Street (pictures requested):
The Mayor and City Council will hear testimony of all persons desiring to testify respecting the condition constituting the nuisance. At the conclusion of the nuisance hearing, the City Council shall, by resolution, declare its findings. If the City Council so concludes, it may declare the condition existing to be a nuisance and direct the person owning the property upon which the nuisance exists to abate the property within a reasonable time after the date of posting on the premises a notice of the adoption of the resolution, and sending the notice as set forth - POSSIBLE ACTION.
a. Approve / Deny "Notice of Adoption of Resolution 2023-04" regarding 1220 Farnum Street where the City Council did determine that the following constitutes a public nuisance. The property is more legally described as: Lot Eight (8), Nine (9) and the West 10' feet of Lot Ten (10), Block Five (5), Military Addition, Howard County, St. Paul, NE.
9. **4-314 - NUISANCES; AFFECT OF FAILURE TO ABATE. NOTICE OF HEARING TO BE DETERMINED EXISTENCE OF PUBLIC NUISANCE AND TO ABATE IN WHOLE OR IN PART:** If the nuisance is not abated within the period given in the notice, the City Council may determine to proceed with a second (2nd) notice. The second (2nd) notice shall establish a DATE, TIME AND PLACE at which

all interested parties may appear before the City Council and present evidence to determine whether the premises constitute a public nuisance, to be abated.

Discuss - Approve / Deny sending "Notice of Hearing to be Determined Existence of Public Nuisance" and to abate in whole or in part (see attachments; will have more pictures at meeting):

- (1) 1315 Sheridan Street;
 - (2) 805 7th Street;
 - (3) 517 Howard Avenue;
 - (4) 219 4th Street;
 - (5) 324 Custer Street;
 - (6) 315 4th Street;
 - (7) 523 Howard Avenue;
 - (8) 726 Howard Avenue;
 - (9) 204 5th Street;
 - (10) 1221 Paul Street;
 - (11) 1518 Kendall Street;
 - (12) 222 6th Street;
 - (13) 1414 Howard Avenue;
 - (14) 1218 Grant Street;
 - (15) 1118 Grant Street.
10. Discuss - Approve / Deny Seven County Spirits LLC dba Loup River Distilling (503 Howard Avenue) Class K Liquor License application (K-125457).
 11. Discuss - Approve / Deny Consent Agenda Items: (1) March 2023 Treasurer's Report; (2) April 12, 2023, minutes (special) and April 17, 2023 minutes (regular); (3) zoning permits of April 24, 2023 and (4) May 1, 2023 disbursements.
 12. Discuss the City of Wood River's (Population 1172) FIBER NEBRASKA (1) ordinance granting a Telecommunications Franchise to Fiber Nebraska, LLC.; (2) "Agreement" to furnish telecommunication services to persons residing in Wood River, NE; and (3) "Resolution" approving assignment of the franchise, the lease, and the pole attachment agreement previously issued to FIBER NEBRASKA, LLC.
 - a. Approve / Deny the City of St. Paul mirroring the City of Wood River's FIBER NEBRASKA: (1) Ordinance; (2) Agreement; and (3) Resolution (possible action).
 13. Discuss - Approve / Deny the League Insurance Government Health Plan (LIGHT) **Renewal** through Blue Cross and Blue Shield of Nebraska (BCBSNE). Starting July 1, 2023, the LIGHT health plan will experience and overall blended premium increase of 4.04% regarding the City of St. Paul's Network Blue proposal.
 14. Discuss - Approve / Deny S. Squared Enterprises, LLC (Steve Shoemaker) gifting Outlot A Prairie Falls Subdivision property to the City of St. Paul (see attachment).
 15. Discuss - Approve / Deny Trevor Dugan as a City of St. Paul seasonal hire for the Electrical Dept.;
 - a. Approve hourly wage.
 16. Discuss allowing City of St. Paul Police Officers taking Police cruisers out of City limits to their home once the shift has been completed - possible action;

Discuss - Approve / Deny forming a policy pertaining to the above topic.

NOTE: the League Association of Risk Management opinion regarding subject.

17. Discuss City of St. Paul Police Department staffing - possible action (Bill Peters).
18. Discuss - Approve / Deny the City of St. Paul advertising for a full-time Police Officer effective immediately.
19. Discuss - Approve / Deny the City of St. Paul promoting Police Officer Jon Howard to Police Sergeant;
 - a. Discuss - Approve hourly wage
20. Discussion regarding the St. Paul Public School Resource Officer (SRO) - possible action.
21. Utilities Superintendent Helzer updates:
 - (1) City Wide Clean-up results from April 24 - 25, 2023; Twelve (12) trips went to the Loup Central Landfill; six (6) loads of iron and six (6) loads of trees. This resulted in 18,420 lbs; (2) Loup Central Landfill fee were \$311 and \$362 in fuel cost;
22. Chief of Police Howard updates:
23. Mayor Bergman updates:
 - (1) Jen Mitteis paid her sons skate park damages in full; damages were \$270.11;
 - (2) Letter to the League of Risk Management from the Department of Insurance (DOI) approving the City of St. Paul's withdrawal from the LARM Pool if so chooses;
 - (3) See Middle Loup Subdivision two (2) separate amortization schedules; the schedules include a Fifteen (15) year and a Twenty (20) year regarding the \$2.5 million public improvement amount;
 - (4) City of St. Paul Insurance was re-visited by the City Deputy Clerk Berthelsen, Utilities Superintendent Helzer and LARM; this is due to the City going out for insurance bids. The changes include: (1) vehicles were re-valued; any vehicles valued over \$5,000 has full coverage and any vehicles under \$5,000 has only liability coverage;
 - (2) all comprehensive and collision carries a \$1,000 deductible; (3) City buildings and equipment were re-evaluated by LARM; some of the building premiums went up; some went down; deductibles are at \$1,000; (4) Fire Dept. Self Contained Breathing Apparatus SCBA/Tanks/Air-packs were added in the amount of \$148,000; (5) two (2) welcome signs were added to insurance; and (6) the street electronic sign and warning light trailer was also added to insurance;
 - (5) COR Managed Services (Doug Cramer) has completed documentation regarding a "Cybersecurity" grant; the grant is currently in the waiting stage;
 - (6) the American Rescue Plan (ARPA) second (2nd) reporting has been completed by City Clerk Beck;
24. Public Announcements
25. Closed Session: Pending Litigation; Strategy Session with respect to real estate purchase; and prevent needless injury to the reputation of an individual
26. Mayor Bergman adjourns City Council meeting
27. Informational Items:
 - a. Receipts March 2023;
28. This agenda, including supporting documentation, is available for public viewing during normal business hours at the City Office, 704 6th Street, St. Paul, Nebraska.

AGENDA ITEM REQUEST FORM

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

City Council Meeting Date: _____

Requested Agenda Item: _____

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

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

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

Name (please print): _____

Name (signature): _____

Address: _____

Phone Number: _____

.....
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

PUBLIC HEARING

A public hearing will be held at 6:30 p.m., **Monday, May 1, 2023** in the City Council Chambers at 704 6th Street, St. Paul, Nebraska 68873, regarding a new Class K Liquor License application for Seven County Spirits LLC dba Loup River Distilling (K-125457) at 503 Howard Avenue, St. Paul, Howard County, Nebraska 68873.

Connie Jo Beck,
City Clerk/Deputy Treasurer
City of St. Paul
Dated: April 19, 2023

PUBLISH DATE: WEDNESDAY, APRIL 19, 2023

RECOMMENDATION OF THE NEBRASKA LIQUOR CONTROL COMMISSION

Date Mailed from Commission Office: April 10, 2023

I, Connie Jo Beck Clerk of St. Paul, Nebraska

(City, Village or County)

Nebraska, hereby report to the Nebraska Liquor Control Commission in accordance with Revised Statutes of Nebraska, Chapter 53, Sec. 134 (7) the recommendation of said city, village or county, as the case may be relative to the application for a license under the provisions of the Nebraska Liquor Control Act as applied for by:

Seven County Spirits. LLC dba Loup River Distilling
503 Howard Ave, St paul / Howard County, 68873
Application for Class k- - 125457
45 days - 5.25.23

1. Notice of local hearing was published in a legal newspaper in or of general circulation in city, village or county, one time not less than 7 nor more than 14 days before time of hearing.

Check one Yes No

The Statutes require that such hearing shall be held not more than 45 days after the date of receipt of this notice from the Commission.

2. Local hearing was held not more that 45 days after receipt of notice from the Nebraska Liquor Control Commission.

Check one Yes No

3. Date of hearing of Governing Body: Monday, May 1, 2023

4. Type or write the Motion as voted upon by the Governing Body. If additional Motions are made by the Governing Body, then use an additional page and follow same format.

5. Motion was made by: _____ Seconded by: _____

6. Roll Call Vote: _____

7. Check one: The motion passed: _____ The motion failed: _____

8. If the motion is for recommendation of denial of the applicant, then list the reasons of the governing body upon which the motion was made.

(Attached additional page if necessary)

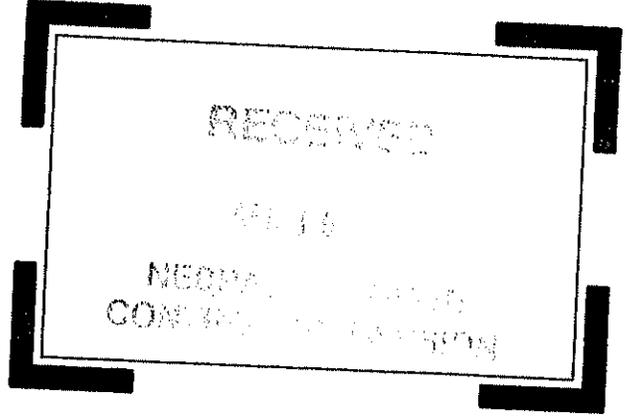
Connie Jo Beck DATE May 1, 2023
Clerk's name

APPLICATION FOR CATERING ENDORSEMENT TO LICENSE

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
website: www.lcc.nebraska.gov

License Class: **K**

License Number: **Z-125457**



- Application fee \$100.00
- Please pay online at: www.ne.gov/go/NLCCpayport
- Processing time is approx. 45-60 days from receipt of application by the Nebraska Liquor Control Commission

LICENSEE

Seven County Spirits, LLC

TRADE NAME

Loup River Distilling

PREMISES ADDRESS

503 Howard Ave.

CITY

ZIP CODE

St. Paul, NE 68873

CONTACT PERSON

Terry Rasmussen

PHONE NUMBER

402-750-0012

EMAIL

terry@ironworksdistilling.rocks

Terry L. Rasmussen
Signature of **APPLICANT**

Terry L. Rasmussen
Printed Name of **APPLICANT**

OFFICE USE ONLY
PAYMENT TYPE _____
AMOUNT _____ RECEIVED _____
DATE PAID _____



PAYPORT

NEBRASKA.GOV

PURCHASE RECEIPT

Nebraska Liquor Control Commission

P.O. Box 95046

Lincoln NE 68509-5046

(402)471-4881

brenda.hiland@nebraska.gov

OTC Local Ref ID: 80918690

4/5/2023 07:11 PM

Status:

APPROVED

Customer Name:

Terry L Rasmussen

Type:

Visa

Credit Card Number:

**** * 9275

| Items | Quantity | TPE Order ID | Total Amount |
|--------------------------------|----------|--------------|--------------|
| Catering Endorsement (Class K) | 1 | 77682264 | \$100.00 |

License Number:: **z-125457**

Trade Name (DBA):: **Loup River Distilling**

Address:: **503 Howard Ave**

City:: **St. Paul**

State:: **NE**

Zip Code:: **68873**

Phone Number:: **402-750-0012**

Email Address:: **terry@ironworksdistilling.rocks**

| | |
|--|----------|
| Total remitted to the Nebraska Liquor Control Commission | \$100.00 |
|--|----------|

| | |
|----------------------|----------|
| Total Amount Charged | \$102.49 |
|----------------------|----------|



Jim Pillen
Governor

STATE OF NEBRASKA

NEBRASKA LIQUOR CONTROL COMMISSION

Hobert B. Rupe

Executive Director

301 Centennial Mall South, 5th Floor

P.O. Box 95046

Lincoln, Nebraska, 68509-5046

Phone (402) 471-2571

Fax (402) 471-2814 or (402) 471-2374

TSR USER 800-833-7252 (TTY)

Web Address <http://www.lcc.nebraska.gov/>

RECEIPT

From: Misty Wessel

To: City Clerk Olf St Paul

Re: Catering Application

DBA: Lopup River Distilling

License #: K-125457

Please complete this page immediately and fax or email to us acknowledging you have received the application. Signatures are not required.

Tom J. Beck
Clerk's Name (Acknowledgement of receipt of the application)

April 10, 2023
Date Received

Kim Lowe
Commissioner

Bruce Bailey
Chairman

Harry Hoch
Commissioner

ADDENDUM TO
WHOLESALE POWER CONTRACT
between
HOWARD GREELEY RURAL PUBLIC POWER DISTRICT
and
CITY OF ST. PAUL

WHEREAS, this ADDENDUM ("Addendum") to the WHOLESale POWER CONTRACT ("Contract") is made and entered into effective the ___ day of May 2023, by and between HOWARD GREELEY RURAL PUBLIC POWER DISTRICT, a public corporation and political subdivision of the State of Nebraska, with its principal office located at _____ ("HGRPPD"), and the CITY OF ST. PAUL, located in Howard County, Nebraska ("St. Paul").

WHEREAS, each term of the Contract shall remain in full force and effect except specifically and to the extent modified by this Addendum.

NOW THEREFORE, the WHOLESale POWER CONTRACT is hereby supplemented as follows:

ARTICLE XIV: Solar Power Purchase

14.01. HGRPPD has contracted for the generated output of a one (1) megawatt solar facility located on property owned by St. Paul and leased to HGRPPD ("Solar Facility"). St. Paul shall purchase 20% of the generated output of the Solar Facility ("St. Paul Allocation"), so long as, the Contract, and any amendment thereto, remains in full force and effect.

14.02 HGRPPD shall invoice St. Paul for the St. Paul Allocation pursuant to [WPS-1] on a monthly basis and shall be paid pursuant to Section 4.02 of the Contract.

14.03 St. Paul shall be charged a Wheeling Fee, pursuant to Rate Schedule WS-1 and a Transformation Fee, pursuant to Rate Schedule WPS-1 and WS-1 attributable to the delivery of the St. Paul Allocation.

14.04 HGRPPD shall meter the generated output of the Solar Facility and then calculate the St. Paul Allocation for billing purposes. HGRPPD does not guarantee a minimum quantity of generation or delivery of the St. Paul Allocation. St. Paul shall purchase 100% of its electrical power from HGRPPD through a combination of the St. Paul Allocation and the terms of the Contract.

14.05. Claims for failure to deliver the St. Paul Allocation shall be governed by Article VI of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to the Wholesale Power Contract to be executed in two original counterparts by their duly authorized officers or representative and their corporate seals to be hereunto affixed as of the dates indicated below.

[signatures to follow]

**HOWARD GREELEY RURAL
PUBLIC POWER DISTRICT**

By: _____

Title: _____

Date: _____

ATTEST:

CITY OF ST. PAUL

By: _____

Title: Joel M. Bergman, Mayor

Date: May 1, 2023

ATTEST:

Connie Jo Beck, City Clerk/Deputy Treasurer

**WHOLESALE POWER PURCHASE CONTRACT
BETWEEN
HOWARD GREELEY RURAL PUBLIC POWER DISTRICT
AND
CITY OF ST. PAUL, NEBRASKA**

THIS AGREEMENT, made and entered into as of the 1st day of March, 2017 by and between the Howard Greeley Rural Public Power District (hereinafter called the "District"), a public power district organized under the laws of the State of Nebraska, and the City of St. Paul, Nebraska (hereinafter called the "City"), a municipal corporation organized under the laws of the State of Nebraska, each sometimes hereinafter referred to singularly as "Party" and collectively as "Parties".

WITNESSETH

WHEREAS, the District is the owner and operator of certain electric transmission and distribution facilities primarily located in it's certified service area within the State of Nebraska, and used for the sale of electric power and energy, and

WHEREAS, the City is the owner and operator of certain electric distribution facilities, used primarily to provide electric power and energy to its consumers, and

WHEREAS, the City currently has a Wholesale Power Contract with the District which is many decades old and includes both the purchase power and energy and the delivery function for said purchases, and the City and the District have determined that it would be advantageous for the City and the District to replace the current Wholesale Power Contract in order to update contractual language and separate the aforementioned functions into two separate contracts, and

WHEREAS, the District presently has the necessary facilities and a Wholesale Power Agreement with Nebraska Electric Generation and Transmission Cooperative, Inc. ("NEG&T"), with said Agreement as the basis to make power and energy available for sale to the City, and

NOW, THEREFORE, IT IS AGREED between the District and City that the District will sell, and the City will buy, all of the City's power and energy requirements from the District under the following terms and conditions:

**ARTICLE I
TERMS AND CONDITIONS OF SERVICE**

1.01 This agreement shall become binding upon the parties as of the above date, and shall continue in full force and effect for an initial term of five (5) years, after which the wholesale power service provided shall continue, subject to other provisions of this Agreement, until terminated by not less than one (1) year written notice of termination by either Party.

1.02 This Contract shall only become binding following confirmation there is an appropriate Subtransmission Service Agreement between the Parties that provides for the delivery of power and energy purchased pursuant to this Agreement, and this Agreement will continue in full force only as long as there is a valid Subtransmission Service Contract between the Parties.

ARTICLE II **DEFINITION OF TERMS**

2.01 The term "District Point of Receipt" shall mean the point on District's system where power and energy is received by the District for the account of the City.

2.02 The term "District Point of Delivery" shall mean the point where facilities of the District and City are interconnected and at which point the District delivers said power and energy to the City.

2.03 The term "City Point of Measurement" shall mean that point where power and energy are metered by the District, or others, for the purpose of billing to the City.

2.04 The term "Billing Period" shall mean the period between two successive meter readings taken for the purpose of billing, which readings shall be taken as near as practicable to the first day of each calendar month.

2.05 The term "Energy" shall mean the electric energy expressed in kilowatt-hours (Kwh) associated with the meter readings taken for a given billing period.

2.06 The term "Demand" shall mean the number of kilowatts which is equal to the number of kilowatt-hours delivered at any point during any clock hour, or such other time period as is utilized for determining capacity purchases by the District from Nebraska Electric Generation and Transmission Cooperative, Inc. (hereinafter referred to as "NEG&T").

2.08 The term "On-Peak Power Demand" for this contract shall mean that demand, as measured in kilowatts (Kw), which occurs simultaneously with the District's on-peak monthly or seasonal demands, as appropriate, and as evidenced by the monthly wholesale billing to the District by NEG&T.

2.09 The term "High-Voltage Transmission Demand" for this contract shall mean the City's demand, as measured in kilowatts (Kw), which occurs simultaneously with the District's demands used for billing high-voltage transmission charges to the District, as evidenced by the monthly wholesale billing to the District by NEG&T.

2.10 The term "High-Voltage Transformation Demand" for this contract shall mean the City's demand, as measured in kilowatts (Kw), which occurs simultaneously with the District's demand used for billing high-voltage transformation charges to the District, as evidenced by the monthly wholesale billing to the District by NEG&T.

ARTICLE III
QUANTITY AND COMPUTATION OF POWER AND ENERGY

3.01 The District agrees to sell and the City agrees to purchase all power and energy that the City may require to provide electric power and energy to its consumers. Said purchases shall be transacted in accordance with applicable District rate schedules, which are approved by the District's Board of Directors.

3.02 The rates offered to the City by the District, and specified in the appropriate District rate schedules, are based upon the current rates and charges, including ratchet computations, now being paid by the District to NEG&T, and the District reserves the right to modify or adjust said rates to the City if at any time said rates and charges, including the Production Cost Adjustment (PCA), are modified by NEG&T.

3.03 At any time the District incurs High-Voltage Transmission Demand Charges from NEG&T, the City's proportionate share of the demand will be calculated as defined in paragraph 2.09, and billed at the rate specified in the current District rate schedules.

3.04 At any time the District incurs High-Voltage Transformation Demand Charges from NEG&T, the City's proportionate share of the demand will be calculated as defined in paragraph 2.10, and billed at the rate specified in the current District rate schedules.

3.05 It is recognized that there is a definite loss in the transmission and transformation of energy in kilowatt-hours (Kwh) and power in kilowatts (Kw). Said losses shall be determined by applying the loss factors shown in the appropriate Billing Exhibit calculations between the District and NEG&T to the power and energy purchases by the City from the District. Such loss factors may be changed from time to time pursuant to the calculation of said factors by NEG&T.

ARTICLE IV
BILLING

4.01 The initial billing period shall begin with the effective date of this Contract.

4.02 Bills for service herein shall be paid at the office of the District in St. Paul, Nebraska and payments shall be due and payable within two (2) business days from of the first council meeting of the City subsequent to the date the statement is rendered. Any late payment beyond said council meeting date shall accrue interest at an annual interest rate that is one percent (1%) less than the lowest United States prime rate published on the due date (or the last previous publication day if not published on that date) in the money rates section of the

Wall Street Journal. Such interest calculation shall be on the basis of actual days and a three hundred sixty five (365) day calendar year. Failure to receive a bill mailed to the City shall not relieve the City from liability of payment. The District may at any time after a bill is past due and after having given sixty (60) days advance notice in writing, discontinue service until all past due bills, with interest and late payment charges thereon, if any, are paid. Remittances received by mail after the due date will be accepted by the District provided the same are mailed on or before the due date as evidenced by the postmark. Discontinuance of service as herein provided shall not relieve the City of liability from the payment of service that has been actually rendered prior thereto. In the event there is a conflict, the then current Chapter 70, Article 13 Nebraska Statutes shall govern.

4.03 All bills shall show the amounts of power and energy sold by the District to the City at all District Points of Delivery during the specific billing period and shall clearly set forth the computations and other factors essential to the calculation of the amount due in accordance with applicable rates and charges.

4.04 In the event the City desires to dispute all or any part of a billing submitted by the District pursuant to this Contract, the City shall nevertheless pay the full amount of the billing when due and payable and shall give the District written notice of the dispute, within 60 days, which notice shall fully describe the basis for the dispute and shall set forth a detailed statement of disputed issues, the amount thereof in dispute, and the relief sought by the City. The City shall not be entitled to any adjustment on account of disputed charges for which full payment by the City, if applicable, has not been made and for which notice has not been given, nor shall the City be entitled to any adjustment on account of disputed charges for any time periods prior to the three (3) years immediately preceding the date of the written notice of dispute. If settlement of the dispute results in a refund to the City, the amount refunded shall not exceed the amount identified as being in dispute.

ARTICLE V OTHER WHOLESALE POWER PRODUCTS/SERVICES

5.01 During the term of this Contract, the District will offer the City any optional production pricing products, or special power products, tailored and designed to meet the specific needs and requirements of specific end-use customer groups that may be developed and offered to the District through the its Wholesale Power Agreement with NEG&T.

5.02 Distributed generation is a generator or electrical power device designed to produce electrical energy on the City's end-use customer's side of the meter, and has the potential for (i) serving all or a portion of an end-use customer's electric requirements, (ii) enhancing reliability for an end-use customer, and (iii) enhancing reliability on the distribution system which shall be used for such things as load serving, voltage control and distribution augmentation. The Parties agree that, prior to the use of any distributed generation technology by the City or its end-use customers, agreements between the Parties will be put into place providing for the use of distributed generation that adheres to any provisions in the Wholesale Power Agreement between the District and NEG&T.

ARTICLE VI
CONTINUITY OF SERVICE

6.01 The District shall exercise reasonable diligence and care in operating its system so as to furnish the City, as nearly as practicable, a continuous supply of electric power and energy. If the District shall be prevented from delivering the electric power and energy herein contracted for because of any break or accident to plant, transmission lines or other equipment and where such failure, interruption, break, or accident is caused by an Act of God, fire strike, riot, flood, lightning, storm, civil disturbance, war, action of public authority, litigation, breakdown, or any act or thing beyond its reasonable control, such action shall not constitute a breach of this Contract, and neither Party shall be liable to the other for any damage or loss of which may be occasioned by said conditions. Where service to loads of the City and District have been interrupted or curtailed due to failure, break, interruption, overload of transmission facilities, or shortage of capacity in the power supply of the District beyond the District's reasonable control, the City and District agree to institute a system of scheduling, limiting or curtailing service through the District's Point of Receipt so as to give prime consideration to the general welfare of the areas served by both parties

ARTICLE VII
OWNERSHIP OF FACILITIES

7.01 Ownership of any and all equipment, and of all salvageable facilities, installed by a Party to this Contract, on the property of the other, shall be and remain in ownership of the installing Party.

7.02 Each Party shall identify all movable equipment, and to the extent agreed upon by the operators of the parties, all other salvageable facilities which are installed by such Party on the property of the other, by affixing thereto suitable markers.

ARTICLE VIII
METERING

8.01 Metering equipment, including equipment deemed necessary by the District for monitoring of the District's load, will be furnished and maintained by the District.

ARTICLE IX
REACTIVE POWER

9.01 It is the intent of the parties hereto that the voltage level at each District Point of Delivery specified in the exhibits hereto will be controlled in accordance with good operating practice. The District and the City will jointly plan and operate their systems for mutual advantage so that the flow of reactive power at the District Point(s) of Delivery specified in said exhibits accompanied or resulting from deliveries of electric energy by the District hereunder, will not adversely affect the system of either Party.

9.02 In accordance with the aforementioned intent, the parties hereto agree that the power factor at the Point(s) of Delivery shall not be less than that specified in the adjustment clause under the Wholesale Power Rate Schedule included in the Wholesale Power Agreement between the District and NEG&T. To that end the billing demand power factor as determined by watt-var measurements at the City Point of Measurement, adjusted by watt-var loss multipliers to the District's Point of Receipt shall be computed each month. In the event a determination is made that the resultant power factor at the District's Point of Receipt is less than that specified in the Wholesale Power Rate Schedule as described above, the power and energy purchases by the City, shall be adjusted by multiplying the City's demand (kW), as recorded coincident with the District's wholesale billing demand, by the power factor specified in the NEG&T/District Wholesale Power Rate Schedule, and divided by the City's power factor expressed in percent. The resulting difference will be billed at the current demand charge paid by the District to NEG&T.

ARTICLE X
PERMITS

10.01 Each Party grants to the other Party the right to install, test, maintain, inspect, replace, and repair equipment or facilities, if any, placed on the property of the other Party under the provisions of this contract during the term thereof, and also grants to the other Party the right to remove such equipment and facilities at the expiration of the term thereof.

10.02 Each Party also grants to the other Party the right of ingress to, and egress from, the location of said equipment and facilities and also grants the right at reasonable times to read and inspect all meters which are installed on the property of the other.

ARTICLE XI
TAX CLAUSE

11.01 The rates applicable to this Agreement are based upon the consideration of taxes, license fees, franchises, and statutory payments as of the date of this Agreement and the rates will be subject to adjustment as the result of the imposition of any new tax, license, franchise, or statutory requirement by any lawful authority on property, revenues, etc., of the District. The adjustment shall be only that necessary to protect the District because of the imposition of said tax, license, franchise, or statutory requirement.

ARTICLE XII
WAIVER OF DEFAULT

12.01 Any waiver at any time by any Party to this Contract of its rights with respect to any default by any other Party thereto, or with respect to any other matter arising in connection with such Contract, shall not be considered a waiver with respect to any subsequent default or matter.

ARTICLE XIII
ASSIGNMENT OF CONTRACT

13.01 This Contract may not be assigned by any of the parties hereto, unless and until all parties to this Agreement shall agree, in writing, to said assignment. Any agreed upon

assignment shall be binding upon and inure to the benefit of the successors, legal representatives or assigns, of the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this agreement be executed and attested by their authorized agents, and their seals affixed hereto.

ATTEST:

Nyelle S. Hopmli

HOWARD GREELEY RURAL
PUBLIC POWER DISTRICT

By *Brian Lukatsky*

Title *General Manager*

Date *February 7, 2017*

ATTEST:

Valerie Killinger

CITY OF ST. PAUL, NEBRASKA

By *J. Howard*

Title *Mayor*

Date *2-23-17*

ACKNOWLEDGEMENT:

NEBRASKA ELECTRIC GENERATION AND TRANSMISSION COOPERATIVE, INC.

By *Bruce A. Lytle*

Date *February 7, 2017*

**SUBTRANSMISSION SERVICE AGREEMENT
BETWEEN
HOWARD GREELEY RURAL PUBLIC POWER DISTRICT
AND
CITY OF ST. PAUL, NEBRASKA**

THIS AGREEMENT, made and entered into as of this 1st day of March, 2017, by and between Howard Greeley Rural Public Power District (hereinafter called the "District"), a public power district organized under the laws of the State of Nebraska, and the City of St. Paul, Nebraska (hereinafter called the "City"), a municipal corporation organized under the laws of the State of Nebraska. The District and City being sometimes referred to respectively as "Party" or collectively as "Parties".

RECITALS

WHEREAS, the District is the owner and operator of certain electric subtransmission facilities primarily located in it's certified service area within the State of Nebraska, and used for the sale of wholesale and/or retail electric power and energy, and

WHEREAS, the City is the owner and operator of certain electric distribution facilities used primarily to provide electric power and energy to it's consumers, and

WHEREAS, the City presently has a Wholesale Power Purchase Agreement for firm power and energy service, effective March 1, 2016, with the District, and

WHEREAS, the District presently has capacity in said electric subtransmission facilities, and the utilization of said capacity by the City for delivery of District power and energy would be beneficial to the City, and

NOW, THEREFORE, IT IS AGREED between the District and the City that the District will transmit power and energy to the City under the following terms and conditions:

**ARTICLE 1
DEFINITION OF TERMS**

1.01 The term "District Point of Receipt" shall mean that point(s) on the District's system where power and energy, for the account of the City, is received by the District.

1.02 The term "District Point of Delivery" shall mean that point(s) where facilities of the District and the City are interconnected, and at which point(s) the District delivers said power and energy to the City.

1.03 The term "Point of Measurement" shall mean that point(s) where power and energy are metered for the purpose of billing the City for subtransmission service furnished by the District.

1.04 The term "Billing Period" shall mean the monthly period between two successive meter readings taken for the purpose of billing, which readings shall be taken as near as practicable on the first day of each calendar month.

1.05 The term "Energy" shall mean the electric energy expressed in kilowatthours (kWh) associated with the meter readings taken for a given billing period.

1.06 The term "Demand" shall mean the number of kilowatts which is equal to the number of kilowatthours delivered at any Point of Delivery during any clock hour, or such other time period as is utilized for determining subtransmission service as per approved rate schedules.

1.07 The term "Subtransmission Facilities" shall mean the District's line, transformation, and associated facilities required to transmit power and energy to the City from Bus "A" (69.0 or 34.5 kV Bus in NPPD 115 kV substation) through the 69.0 or 34.5/12.5 kV transformation.

ARTICLE 2 TERMS AND CONDITIONS OF SERVICE

2.01 In addition to such power and energy as the District may be receiving for its own use, and within the limitations of this Agreement, the District agrees to accept and receive at designated Point(s) of Receipt such additional power and energy as may be required by the City for supplying wholesale and/or retail service to their respective customers, and deliver such power and energy, less losses, to corresponding Point(s) of Delivery specified hereunder for use by the City's customers. Under no circumstances shall this Agreement provide transmission services, now or in the future, for any City generation output to be purchased by, and transmitted to, third parties.

2.02 Exhibit(s) shall be provided for said subtransmission service to the City showing characteristics of service, Point(s) of Receipt, Point(s) of Delivery, delivery voltage, the loads to which the charges are applied, period of service, metering, loss factors, and the facilities and equipment to be installed by each Party and special conditions (if any) applicable to the subtransmission service. Exhibit(s) showing the foregoing matters shall be collectively numbered "A", "B", "C", and upwards consecutively. Exhibits may be added, deleted, or revised from time to time by mutual agreement of the Parties hereto, and when properly executed by the duly authorized officers or agents of the Parties shall become a part of this Agreement.

2.03 It is recognized that the District's subtransmission facilities may not always be adequate to transmit, between the District Point(s) of Receipt and the District Point(s) of Delivery, the power and energy requirements of both the City and the District. Therefore, to fulfill the intent and purpose of this Agreement, which is to provide a continuing arrangement for the transmission of power and energy under the most feasible and economic plan mutually

acceptable to both the City and the District, the City will provide reasonable notice to the District of any significant increases in their requirements for subtransmission service.

2.04 All costs associated with construction of subtransmission system additions and modifications shall be included as a part of the District's subtransmission revenue requirement; provided, however, such costs may be all or partially off-set by contributions in aid of construction by the City using the same criteria which is applied by the District with respect to its other customers. The Parties shall agree in advance upon contribution in aid of construction payments required for service and the terms and conditions under which such payments shall be made. However, such payments shall not convey any interest or right in facilities except as may be specifically agreed to by the Parties. The amount of such payments, if any, and the billing schedule therefore shall be specified on the appropriate Exhibit attached hereto.

2.05 The District shall exercise reasonable diligence and care to avoid interruption in the delivery of power and energy hereunder, and to restore service promptly after any unavoidable interruption thereof, but neither party shall be liable to the other for any damage or loss of which may be occasioned by any failure or interruption, or for any injury to persons or property which may be occasioned by any break or accident to plant, subtransmission lines or other equipment where such failure, interruption, break, or accident is caused by an Act of God, fire, strike, riot, flood, lightening, storm, civil disturbance, war, action of public authority, litigation, breakdown, or any act or matter beyond the District's reasonable control. Where service to loads of the City and the District have been interrupted or curtailed due to failure, break, interruption, or overload of subtransmission facilities of the District, service shall be restored or curtailed so as to give prime consideration to the general welfare of the areas served by both the District and the City.

2.06 The parties hereto agree that the District may, after reasonable notice to the City, make interruptions in service as shall be necessary for the purpose of making repairs to, and maintenance of, its subtransmission facilities.

ARTICLE 3 RATES AND CHARGES

3.01 The District shall establish subtransmission rates equal to the subtransmission rates charged for similar service to its other subtransmission customers including its own native load. At least thirty days prior to board approval of the rate, the District shall provide to the City copies of its proposed rate calculation including the data necessary to verify the subtransmission rate charged by the District equals the subtransmission rate charged to the District's native load customers. At the same time, the District shall notify the City of the date such matter is scheduled to appear on the Board agenda for approval. The City reserves the right to dispute the subtransmission rate proposal in front of the District's Board.

ARTICLE 4
COMPUTATION OF POWER AND ENERGY TRANSMITTED

4.01 It is understood that there are power and energy losses which occur in the transmission and transformation of energy in kilowatt-hours (kWh) and power in kilowatts (kW) from the District Point(s) of Receipt to the District Point(s) of Delivery. The losses from any District Point(s) of Receipt to any corresponding District Point(s) of Delivery shall be determined by using the loss factors shown on the appropriate Exhibit. Such loss factors shall be calculated by the same method used by the District's wholesale power supplier, and may be revised from time to time pursuant to said calculation.

ARTICLE 5
PAYMENT FOR SUBTRANSMISSION SERVICE

5.01 For the subtransmission service rendered by the District, the City agrees to pay to the District at the end of each Billing Period to the District, an amount equal to the subtransmission service charge as detailed in the District's then current Subtransmission Service Rate Schedule applied to the maximum metered demand quantity adjusted, if any, for losses at all Points of Measurement applicable to the City during the current or preceding 11 months.

5.02 The initial billing period shall begin with the effective date of the applicable Exhibit related to the specific service.

5.03 Bills for service herein shall be paid at the office of the District in St. Paul, Nebraska and payments shall be due and payable within two (2) business days from the date of the first council meeting of the City subsequent to the date the statement is rendered. Any late payment beyond said council meeting date shall accrue interest at an annual interest rate that is one percent (1%) less than the lowest United States prime rate published on the due date (or the last previous publication day if not published on that date) in the money rates section of the Wall Street Journal. Such interest calculation shall be on the basis of actual days and a three hundred sixty five (365) day calendar year. Failure to receive a bill mailed to the City shall not relieve the City from liability of payment. The District may at any time after a bill is past due and after having given sixty (60) days advance notice in writing, discontinue service until all past due bills, with interest and late payment charges thereon, if any, are paid. Remittances received by mail after the due date will be accepted by the District provided the same are mailed on or before the due date as evidenced by the postmark. Discontinuance of service as herein provided shall not relieve the City of liability from the payment for service that is actually rendered prior thereto. In the event there is a conflict, the then current Chapter 70, Article 13 Nebraska Statutes shall govern.

5.04 All bills shall clearly set forth the computations and other factors essential to the calculation of the amount due in accordance with the applicable rates and charges.

ARTICLE 6

METERING

6.01 Metering equipment at any Point of Measurement, including equipment deemed necessary by the District for the purpose of monitoring the District's load, will be, or cause to be, furnished and maintained by the District.

ARTICLE 7 TERM OF AGREEMENT

7.01 This contract shall become effective on the date of its execution above, and shall continue in full force and effect for an initial term of five (5) years, after which the subtransmission service provided shall continue, subject to other provisions of this Agreement, until terminated by not less than one (1) year written notice of termination by either Party. Individual Exhibits may be terminated or revised as outlined in Section 2.02.

ARTICLE 8 REACTIVE POWER

8.01 It is the intent of the parties hereto that the voltage level at each District Point of Delivery specified in the Exhibits hereto will be controlled in accordance with good operating practice. The District and the City will jointly plan and operate their systems for mutual advantage so that the flow of reactive power at the District Point(s) of Delivery specified in said Exhibits, or resulting from deliveries of electric energy by the District hereunder, will not adversely affect the system of either party.

8.02 In accordance with the aforementioned intent, the parties hereto agree that the power factor at the Point(s) of Receipt shall not be less than that specified in the power factor adjustment clause specified in the power supply contract between the District and its wholesale power supplier. To that end, the billing demand power factor as determined by watt-var measurements at the Point of Measurement, adjusted by watt-var loss multipliers to the District's Point of Receipt shall be computed each month. In the event a determination is made that the resultant power factor at the District's Point of Receipt is less than that specified in the wholesale power contract described above, the subtransmission service charges billed by the District to the City, may be adjusted by multiplying the City ' demand (kW), as recorded coincident with the District's wholesale billing demand, by the power factor specified in the District's wholesale power contract described above, and divided by the City ' power factor. The resulting difference will be billed at the current demand charge paid by the District to its wholesale power supplier, including any resulting ratchet payments assessed to the District as a result of power factor penalties.

ARTICLE 9 PERMITS

9.01 Each party grants to the other party the right to install, test, maintain, inspect, replace, and repair equipment or facilities, if any, placed on the property of the other party under the provisions of this Agreement during the term thereof, and also grants to the other party the right to remove such equipment and facilities at the expiration of the term thereof.

9.02 Each party also grants to the other party the right of ingress to and egress from the location of said equipment and facilities and also grants the right at reasonable times to read and inspect all meters which are installed on the property of the other.

ARTICLE 10 OWNERSHIP OF FACILITIES

10.01 Ownership of any and all equipment, and of all salvageable facilities, installed by a party to this Agreement, on the property of the other, shall be and remain in ownership of the installing party.

10.02 Each party shall identify all movable equipment, and to the extent agreed upon by the operators of the parties, all other salvageable facilities which are installed by such party on the property of the other, by affixing thereto suitable markers.

ARTICLE 11 TAX CLAUSE

11.01 In the event of the imposition of any new or increased tax or any payment in lieu thereof, in excess of that provided for under Article VIII, Section 11 of the Nebraska Constitution, by any lawful authority on the transmission of electricity, the rates applicable to this agreement may be increased to reflect the amount of such tax or in lieu of tax increase.

ARTICLE 12 INDEMNIFICATION

12.01 The City agrees to indemnify and save harmless the District, or its representatives, from any and all claims, demands, suits, actions, and judgments arising from any act or omission by employees, agents, servants, or employees of the City arising out of the operation and maintenance of the facilities covered by this Agreement.

12.02 The District agrees to indemnify and save harmless the City, or its representatives, from any and all claims, demands, suits, actions and judgments arising from any act of omission by employees, agents, servants, or employees of the District arising from the operation or maintenance of the facilities covered by this Agreement

ARTICLE 13 WAIVER OF DEFAULT

13.01 Any waiver at any time by any party to this Agreement of its rights with respect to any default by any other party thereto, or with respect to any other matter arising in connection with such Agreement, shall not be considered a waiver with respect to any subsequent default or matter.

**ARTICLE 14
ASSIGNMENT OF AGREEMENT**

14.01 This Agreement may not be assigned by any of the Parties hereto, unless and until all Parties to this Agreement shall agree, in writing, to said assignment, except that in the event a Party to this Agreement should merge or consolidate with, or relinquish their subtransmission facilities to, another corporate entity, the resulting corporate entity shall receive the benefits and assume all the liabilities afforded the original Party. Any agreed upon assignment shall be binding upon and inure to the benefit of the successors, legal representatives or assigns, of the respective Parties hereto.

IN WITNESS WHEREOF, the parties hereto have set their hands by their respective officers and under authority of their respective governing bodies, the day and year first above written.

ATTEST:

**HOWARD GREELEY RURAL
PUBLIC POWER DISTRICT**

[Handwritten Signature]

By *Brian Lukawicz*

Title *General Manager*

Date *February 7, 2017*

ATTEST:

CITY OF ST. PAUL, NEBRASKA

[Handwritten Signature]

By *[Handwritten Signature]*

Title *Mayor*

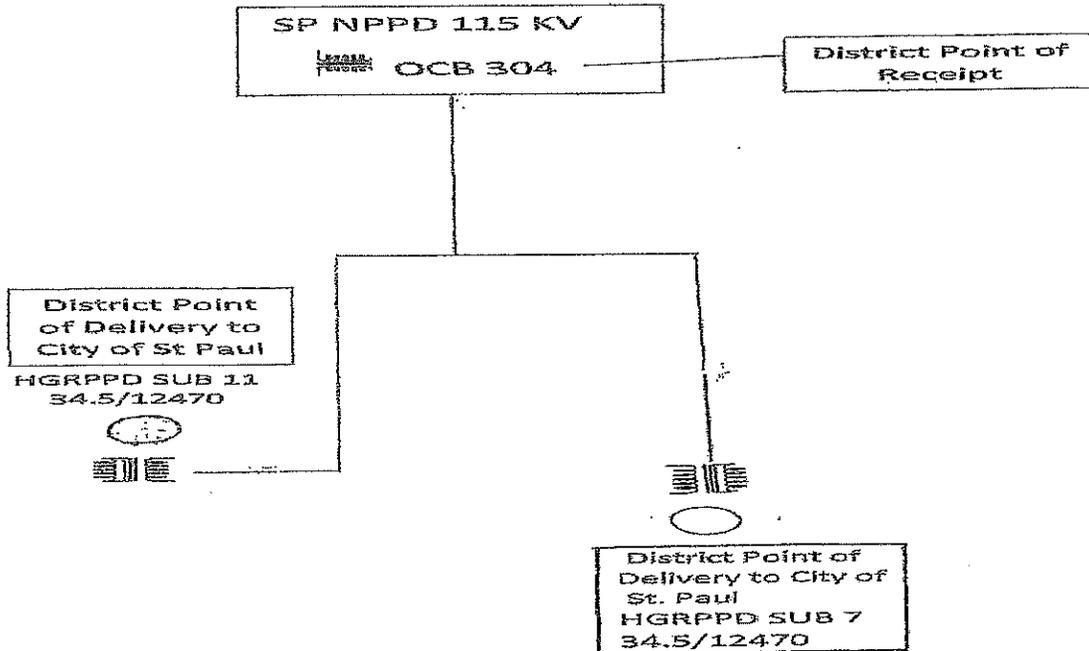
Date *2-23-17*

ACKNOWLEDGEMENT:

NEBRASKA ELECTRIC GENERATION AND TRANSMISSION COOPERATIVE, INC.

By *[Handwritten Signature]*

Date *February 7, 2017*



**SUBTRANSMISSION SERVICE AGREEMENT EXHIBIT "A"
 BETWEEN
 HOWARD GREELEY RURAL PUBLIC POWER DISTRICT
 AND
 CITY OF ST. PAUL, NEBRASKA**

PERIOD OF SERVICE:

Commencing – March 1, 2017
 Ending - Pursuant to Article 7 of Subtransmission Service Agreement

POINT OF RECEIPT: NPPD St. Paul 115 kV Substation

POINT OF DELIVERY: The City's 12.5 kV line interconnection at HGRPPD 49-7 and 49-11 substations

DELIVERY VOLTAGE: 69.0 and 12.5 kV

POINT OF MEASUREMENT: Same as the Point of Delivery

LOAD SUBJECT CHARGES: 100% of the Maximum Metered Demand, including losses.

LOSS FACTORS: Applied to all demand and energy usage recorded at the Point of

| | | | |
|------------------|-----------|------------|-------------|
| Measurement: | <u>kW</u> | <u>kWh</u> | <u>kVar</u> |
| City of St. Paul | 1.020 | 1.020 | 1.160 |

APPROVED:

By: *Brian Lukowicz*
 Howard Greeley Rural Public Power District

February 2, 2017
 Date

By: *J. Howard*
 City of St. Paul, Nebraska

2-24-17
 Date

HOWARD GREELEY RURAL PUBLIC POWER DISTRICT

Service Schedule: WPS-1

Sheet 1 of 7

Effective: For service rendered on and after February 1, 2017.

SECTION 1. AVAILABILITY

- A. This Rate Schedule WPS-1 is available only to municipalities who purchase from Howard Greeley Rural Public Power District ("District") all of its power and energy requirements (with the exception of any direct WAPA allocation) for resale, including sales to end-use customers and load growth.
- B. This Rate Schedule WPS-1 is made available in conjunction with rate schedules that are a part of a Wholesale Power Agreement between the District and Nebraska Electric Generation and Transmission Cooperative, Inc. ("NEG&T"). In the event there is any inconsistency between the provisions of this Rate Schedule WPS-1 and those rate schedules that are a part of the District/NEG&T Wholesale Power Agreement, then the provisions of the District/NEG&T Power Contract rate schedules shall govern.

SECTION 2. CHARACTER OF SERVICE

Power and energy shall be available to the municipality on the existing high voltage transmission network contracted for by the District or approved extensions thereof, at one or more Points of Delivery. Power and energy available shall be in the form of three-phase current, alternating at a frequency of approximately sixty (60) Hertz and at nominal standard operating voltages (but not less than 2,400 volts).

SECTION 3. DEFINITIONS

- A. Billing Demand - The Billing Demand for any service provided pursuant to this Rate Schedule WPS-1 shall be as defined in the respective provision(s) of Section 5 of this Rate Schedule WPS-1.
- B. Billing Period - Any calendar month commencing at the hour ending 0100 on the first day of the month and ending with the hour ending 2400 on the last day of such calendar month.
- C. Bus A - The low voltage bus at the first transformation below 115 kV (generally 69 kV or 34.5 kV). All rates in this Rate Schedule WPS-1 are based on the Point of Measurement at Bus A.

HOWARD GREELEY RURAL PUBLIC POWER DISTRICT
Service Schedule: WPS-1
Sheet 2 of 7

Effective: For service rendered on and after February 1, 2017.

- D. Measured Demand - The number of kilowatts (kW) which is equal to the number of kilowatthours delivered at any point during any clock hour as measured by kilowatt demand metering equipment.
- E. On-Peak Demand Hours – That subset of hours as defined in Section 5 of this Rate Schedule WPS-1.
- F. Point(s) of Delivery - That point (or group of points classified as a single point) of interconnection on the Subtransmission System where power and energy are delivered to the municipality or to another transmission/subtransmission provider for transmission to the municipality. It is the point at which the District is obligated to deliver, and the municipality is obligated to accept delivery of the power and energy sold, purchased or wheeled. If the municipality has more than one Point of Delivery where power and energy are delivered, the Billing Demand of the municipality shall be determined from the coincidental deliveries at all such Points of Delivery.
- G. Point of Measurement - The point where demand and energy are metered, if applicable, for the purpose of billing. If the Point of Measurement is located at other than Bus A, then the provision(s) of Section 7 of this Rate Schedule WPS-1 shall apply.
- H. Summer Season – The Billing Periods June through September
- I. Transmission System - Those transmission facilities including lines, substations, switching stations and all appurtenances which are owned, leased, operated or contracted for by the District or which the District is assessed a wheeling charge by the owner for deliveries to the municipality under this Wholesale Power Purchase Contract and which are designed to operate at nominal voltage levels of 115 kV and above.
- J. Wholesale Power Purchase Contract – The Agreement between the municipality and the District specifying service under this Rate Schedule WPS-1.
- K. WAPA – Western Area Power Administration
- L. Winter Season – The Billing Periods October through May

HOWARD GREELEY RURAL PUBLIC POWER DISTRICT

Service Schedule: WPS-1

Sheet 3 of 7

Effective: For service rendered on and after February 1, 2017.

SECTION 4. MONTHLY RATES

- A. Blend Rate: Applicable to power and energy purchased by the municipality from the District under the provisions of this Rate Schedule where the municipality is within the marketing area for WAPA Class I firm power and has not exercised its right to purchase WAPA Class I firm power directly from WAPA.
- B. The Demand and Energy Charges shall be as follows

Monthly Demand Charges

| <u>Per Kilowatt (kW) of Billing Demand</u> | <u>Production</u> | |
|--|-------------------|---------------|
| | <u>Blend</u> | |
| <u>Demand Season:</u> | <u>Summer</u> | <u>Winter</u> |
| Monthly Rates | \$13.41 | \$12.54 |
| <u>Transmission (Native Load)</u> | <u>Blend</u> | |
| | Line | \$3.83 |
| | Substation | \$0.48 |

Monthly Energy Charges

| | <u>Blend</u> | <u>Production</u> |
|---------------|--------------|-------------------|
| Summer Season | | |
| On-Peak | \$0.03345 | |
| Off-Peak | \$0.02561 | |
| Winter Season | | |
| On-Peak | \$0.03069 | |
| Off-Peak | \$0.02194 | |

HOWARD GREELEY RURAL PUBLIC POWER DISTRICT

Service Schedule: WPS-1

Sheet 4 of 7

Effective: For service rendered on and after February 1, 2017.

SECTION 5. BILLING DEMAND AND ENERGY

A. Billing Demands

(1) Production kW Billing Demands

(a) The Production kW Billing Demand for the monthly Billing Periods of October through May (Winter Season) shall be determined as follows: The municipality's Measured Demand coincident with the District's Billed Demand during On-Peak Demand Hours of the current Billing Period with adjustments, if any, to such highest Measured Demand for (i) kilowatt loss factor (Section 9), and (ii) Power Factor Adjustment (Section 10).

(b) The Production kW Billing Demand for the monthly Billing Periods of June through September (Summer Season) shall be determined as follows: The average of the municipality's Measured Demand coincident with the District's Billed Demand during On-Peak Demand Hours on each of four (4) separate days during the current Billing Period or the three (3) Summer Demand Season monthly Billing Periods immediately preceding the current Billing Period with adjustments, if any, to each such highest Measured Demand for (i) kilowatt loss factor (Section 9), and (ii) Power Factor Adjustment (Section 10).

(2) Transmission Billing Demands

(i) The Transmission Line kW Billing Demand shall be the City's demand, as measured in kilowatts (Kw), which occurs simultaneously with the District's demands used for billing high-voltage transmission charges to the District, as evidenced by the monthly wholesale billing to the District from the District's wholesale power supplier.

(ii) The Transmission Line kW Billing Demand for the monthly Billing Periods of June through September (Summer Season) shall be the City's demand, as measured in kilowatts (Kw), which occurs simultaneously with the District's demands used for billing high-voltage substation charges to the District, as evidenced by the monthly wholesale billing to the District by NEG&T from the District's wholesale power supplier.

HOWARD GREELEY RURAL PUBLIC POWER DISTRICT

Service Schedule: WPS-1

Sheet 5 of 7

Effective: For service rendered on and after February 1, 2017.

B. The Kilowatthour Billing Energy shall be determined as follows:

The total measured energy during the current Billing Period with adjustment, if any, to such measured energy for kilowatthour loss factor (Section 9).

(1) For the monthly Billing Periods the on and off-peak hours for energy (all based on "Central" Time) are as follows:

| <u>Season</u> | <u>On-Peak</u> | <u>Off-Peak</u> |
|---------------|----------------------|-----------------|
| Summer | 1001-2300 Mon-Sat | All Other Hours |
| Winter | 0801-2200 Mon-Sat | All Other Hours |

All hours on New Year's Day, Memorial Day, Labor Day, Thanksgiving Day, and Christmas Day shall be considered off-peak hours.

SECTION 6. TRANSMISSION FACILITIES

A. Service provided under the provisions of this Rate Schedule includes wheeling of electric power and energy over interconnected high voltage transmission system network consisting of transmission line and substation facilities rated 115 kV and above. All transmission lines rated 115 kV and above and substation facilities that provide for transformation to voltages at or above 115 kV are, for purposes of this Rate Schedule, included as transmission line facilities. Such facilities may be owned and operated by the District or by other transmission providers and used to provide services under a Wholesale Power Agreement between the District and NEG&T. The transmission line charges set forth in Section 4 will be applicable to any municipality purchasing power and energy from the District under the provisions of this Rate Schedule.

HOWARD GREELEY RURAL PUBLIC POWER DISTRICT

Service Schedule: WPS-1

Sheet 6 of 7

Effective: For service rendered on and after February 1, 2017.

- B. Where the District has provided or where the District is assessed a wheeling charge by another transmission provider for the provision of the high voltage transmission substation facilities required for the first transformation below 115 kV for one or more of its Points of Delivery, the transmission substation charge set forth in Section 4 will be applicable to power and energy deliveries to the municipality at such Points.
- C. The rates, charges, terms and conditions for transmission and ancillary services included in this Rate Schedule shall constitute the Transmission Rate Schedule as defined in the Wholesale Power Agreement.

SECTION 7. LOSS FACTORS

For billing purposes, all power and energy sold and purchased under this Rate Schedule shall be billed as follows:

- A. Point of Measurement at Bus A. Bus A is defined as the point on the transmission system, generally 69 kV or 34.5 kV, where the first transformation is made from 115 kV, or in some cases from higher voltage than 115 kV. Power and energy

measured at the Point of Measurement shall be the billing demand and energy subject to adjustments, if any, as provided in this Rate Schedule.

- B. Point of Measurement at other than Bus A.
 - (1) In the event the Point of Measurement is located beyond Bus A at a voltage of 69 kV or lower, the measured power and energy shall be adjusted for losses back to Bus A. The line loss multipliers or loss factors specified in the existing Wholesale Power Agreement Exhibits shall be used to determine the billing power and energy at Bus A subject to additional adjustments, if any, as provided in this Rate Schedule.
 - (2) In the event the Point of Measurement is located before the first transformation from 115 kV or higher, the measured power and energy shall be adjusted for losses down to Bus A. The multipliers to adjust the measured power and energy to Bus A for transformer loss shall be as determined by the District and specified in the existing Wholesale Power Agreement Exhibits. The power and energy as so adjusted to Bus A shall be the billing demand and energy, subject to additional adjustments, if any, as provided in this Rate Schedule.

HOWARD GREELEY RURAL PUBLIC POWER DISTRICT

Service Schedule: WPS-1

Sheet 7 of 7

Effective: For service rendered on and after February 1, 2017.

SECTION 8. POWER FACTOR ADJUSTMENT

If the municipality's power factor at any Point of Delivery at the time of the highest Measured Demand(s) used in the Billing Demand determination is less than ninety percent (90%), the District may adjust such Demand for such Point of Delivery to ninety percent (90%) of the corresponding kVa.

SECTION 9. APPROVAL AND MODIFICATION OF SCHEDULE

This Rate Schedule WPS-1 has been approved by the Howard Greeley Rural Public Power District Board of Directors on February 7, 2017.

The District retains and reserves the right, power and authority to modify, revise, amend, replace or repeal this Rate Schedule WPS-1, in whole or in part, by resolution adopted by the District Board of Directors.

**HOWARD GREELEY RURAL PUBLIC POWER DISTRICT
WHEELING RATE SCHEDULE (WS-1)
EFFECTIVE: March 1, 2017**

AVAILABILITY

For municipalities and public power districts requiring the use of Howard Greeley Rural Public Power District's ("HGRPPD") subtransmission and distribution facilities to transmit their wholesale and/or retail power and energy requirements, whether purchased from HGRPPD or any other power supplier having such rights to provide wholesale power to the municipality.

CHARACTER OF SERVICE

Three-phase, 60-cycle, alternating current, at standard HGRPPD voltages.

MONTHLY RATES

These wheeling rates are formulated using the attached calculations, and are applied as specified. Said rate will be recalculated as outlined in applicable Service Agreement. As of the above effective date, the monthly rates are as follows:

Subtransmission Facilities

The following rates are applied monthly to the Receiver's highest measured demand, adjusted for losses to HGRPPD's Point of Receipt, in any of the current or preceding eleven (11) months:

| | |
|---|--------|
| 69 or 34.5 kV Line Portion | \$0.72 |
| 69 or 34.5/lower voltage Transformation Portion | \$0.58 |

Distribution Facilities

Line Portion: Applied as a fixed rate by multiplying the number of line segment miles used for wheeling purposes by the average value of distribution line plant per mile of distribution line in service. This result is divided by the total value of distribution line plant and then multiplied by the total distribution line revenue requirements to arrive at the revenue requirements necessary from the line segment used for wheeling purposes. This result is prorated to the Receiver based on the Receiver's proportionate share of the load on the facilities identified, and then divided by twelve (12) to establish a fixed monthly charge.

Transformation Portion: Applied as a fixed rate by multiplying the transformation kVa installed for the Receiver's use by the rate below, and dividing by twelve (12) to establish a monthly charge.

| | |
|-------------------------------------|------------------------------------|
| Distribution Transformation Charge: | Not Applicable As of 01-01-2017 |
|-------------------------------------|------------------------------------|

ADDITIONAL FACILITIES

Any charges and terms of payment for additional facilities shall be as outlined in Article 2 of the applicable Service Agreement.

BILLING PERIOD

The billing period is from approximately the first day of one month to the first day of the following month. Service for any portion of a given month shall constitute an entire billing period.

POWER FACTOR ADJUSTMENT

The municipality or public power district shall maintain a power factor equal to that specified in HGRPPD's Wholesale Power Agreement. Penalties for failure to maintain said power factor will be computed as outlined in Article 8 of the applicable Subtransmission Service Agreement.

TERMS OF PAYMENT

The municipality or public power district shall adhere to the terms of payment as outlined in Article 5 of the applicable Subtransmission Service Agreement.

APPROVAL AND MODIFICATION OF SCHEDULE

This Rate Schedule WS-1 has been approved by the Howard Greeley Rural Public Power District Board of Directors on February 7, 2017.

The District retains and reserves the right, power and authority to modify, revise, amend, replace or repeal this Rate Schedule WPS-1, in whole or in part, by resolution adopted by the District Board of Directors.

St Paul Electric Department

Dell Laptop Solution

- Dell Latitude 5000 Series
- Intel i7 Processor
- 16GB DDR4 Memory
- 512GB SSD Hard Drive
- 15.6inch Display
- Windows 10 Professional
- 3 Year Dell Hardware Warranty
- 3 Year Dell Accidental Protection Warranty
- Microsoft Home & Business 2021 Software



Total Investment: \$2,478.00ea

Quote good for 14 days from 4-26-23

St Paul Electric Department

Dell Rugged Laptop Solution

- ☑ Dell Latitude Rugged Series
- ☑ Intel i7 Processor
- ☑ 16GB DDR4 Memory
- ☑ 512GB SSD Hard Drive
- ☑ 14inch Non Touch Display
- ☑ Waterproof Rubber Keyboard
- ☑ Windows 11 Professional
- ☑ 3 Year Dell Hardware Warranty
- ☑ 3 Year Dell Accidental Protection Warranty
- ☑ 3 Year Dell Battery Protection Warranty
- ☑ 2nd Battery Included
- ☑ Nvidia T500 Graphics
- ☑ Microsoft Home & Business 2021 Software



Total Investment: \$3,795.00ea

Quote good for 14 days from 4-26-23

Chapter 4

HEALTH AND SANITATION

Article 1. General Provisions

§ 4-101 HEALTH; REGULATIONS.

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

§ 4-102 HEALTH; ENFORCEMENT OFFICIAL.

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

§ 4-103 HEALTH; STATE RULES.

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

§ 4-104 HEALTH; COUNTY HEALTH BOARD.

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

Article 2. Garbage Disposal

§ 4-201 GARBAGE; DEFINED.

The term "garbage" as used herein shall be defined to mean kitchen refuse, decayed waste, dead animals, or anything that may decompose and become offensive to the public health.

§ 4-202 RUBBISH; DEFINED.

The terms "rubbish" or "trash" as used herein shall be defined as discarded machinery, chips, pieces of wood, sticks, dead trees, branches, bottles, broken glass, crockery, tin cans, boxes, papers, rags, or any other litter or debris that is not an immediate hazard to the health of the residents of the Municipality.

§ 4-203 ASHES; DEFINED.

The term "ashes" as used herein shall be defined to mean the residue resulting from the burning of wood, coal, coke or other combustible material.

§ 4-204 REFUSE; DEFINED.

The term "refuse" as used herein shall be defined to mean all solid wastes, except body wastes, and shall include garbage, ashes, and rubbish.

§ 4-205 STORAGE PRACTICES.

It shall be unlawful for any person to keep in, on, or about any dwelling, building, or premises, or any other place in the Municipality, rubbish, garbage, or refuse matter of any kind that may be injurious to the public health or offensive to the residents of the Municipality unless the following preparation procedures are followed:

1. All refuse shall be drained free of liquids before disposal.

2. Garbage shall be wrapped in paper or similar material.

3. All cans, bottles, or other food containers shall be rinsed free of food particles and drained before disposal.

4. Rubbish shall be placed in approved containers, or cut and baled, tied, bundles, stacks or packaged so as not to exceed thirty-six (36") inches in length and fifty (50) pounds in weight.

It shall be unlawful to throw or sweep into the streets, alleys, parks, or other public grounds any dirt, paper, nails, pieces of glass, refuse, waste, or rubbish of any kind. (*Ref. 19-2106 RS Neb.*)

§ 4-206 REFUSE CONTAINERS.

It shall be unlawful for any person to keep in, on or about any dwelling, building, or premises, or any other place in the Municipality, refuse matter of any kind unless the same is kept in containers meeting the following requirements except as provided in section 4-205:

1. Refuse containers shall be made of durable, watertight, rust-resistant material having a close-fitting lid and handles to facilitate collection.

2. Refuse containers for residences shall be of not less than ten (10) gallons, nor more than thirty-two (32) gallons in capacity. Containers for commercial establishments shall not exceed forty (40) gallons in capacity.

It shall be unlawful to permit the accumulation or residue of liquids, solids or a combination of such material on the bottom or sides of containers, it being the intention of this provision that the interior of containers shall be kept clean by thorough rinsing and draining as often as necessary. (*Ref. 19-2106 RS Neb.*)

§ 4-207 COLLECTION PRACTICES.

Refuse containers shall, for the purpose of collection, be placed at ground level, and be made readily accessible to the collector. They shall be placed on the side of the street from which collection is to be made; Provided, householders, commercial establishments or other persons, may, by contract, be permitted to place containers at agreed places upon their premises. (*Ref. 19-2106 RS Neb.*)

§ 4-208 DISPOSAL OF REFUSE.

It shall be unlawful to dump, burn, bury, destroy, or otherwise dispose of refuse within the corporate limits of the Municipality, except at the Municipality's approved refuse disposal site located on a tract of land in the Northeast Quarter of the Southeast Quarter (NE 1/4 SE 1/4) of Section Twenty-one (21) and in the Northwest Quarter of the Southwest Quarter (NE 1/4 SE 1/4) of Section Twenty-two (22), all in Township Fifteen (15), North, Range Ten (10), west of the 6th Principal Meridian, in Howard County, Nebraska, more specifically described by metes and bounds in one certain warranty deed from C. L. Christensen to the City of St. Paul, Howard County, Nebraska, dated November 7th, 1969, and containing 11.11 acres in the Northeast Quarter of the Southeast Quarter (NE 1/4 SE 1/4) of said Section Twenty-one (21) and 17.65 acres in the Northwest Quarter of the Southwest Quarter (NE 1/4 SE 1/4) of said Section Twenty-two (22), or a total of 28.76 acres, more or less, according to the recorded plat thereof. (*Ref. 19-2101, 19-2106 RS Neb.*)

§ 4-209 RATES; REFUSE DISPOSAL AREA.

The rates charged by the City of St. Paul, Nebraska for the use of the Refuse Disposal Area shall be as follows:

1. Two dollars (\$2.00) per month for each resident user, which amount shall be charged and billed to each resident user on his residential utility bill for each calendar month or in the case of a multiple family unit the rate shall be two dollars (\$2.00) per single family unit in any multiple family housing unit.

2. Three dollars (\$3.00) per month for each commercial user which amount shall be charged and billed to each commercial user on its commercial utility bill for each calendar month.

3. Non-resident users shall be charged as follows:

- (a) Each pick-up load for a non-resident will be the sum of ten dollars (\$10.00).
- (b) A non-resident annual landfill permit fee will be the sum of forty-eight dollars (\$48.00).
- (c) Non-resident commercial users shall be charged the sum of twenty dollars (\$20.00 per load).

(d) The charges set forth in subsections 3.(a), (b) and (c) shall be paid to the person in charge of the Office of the City of St. Paul. (*Ord. No. 616, 12/4/89*) (*Amended by Ord. Nos. 643, 5/4/92; 716, 2/2/98; 995, 8/6/18*)

Article 3. Nuisances

§ 4-301 NUISANCES; PROHIBITED FENCES.

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

§ 4-302 NUISANCES; DEFINITION.

(1) General definition. For the purpose of this article, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

NUISANCE. Consists in doing any unlawful act, or omitting to perform a duty, or suffering or permitting any condition or thing to be or exist, which act, omission, condition or thing either:

- (a) Injures or endangers the comfort, repose, health, or safety of others;
- (b) Offends decency;
- (c) Is offensive to the senses;
- (d) Unlawfully interferes with, obstructs, tends to obstruct, or renders dangerous for passage any stream, public park, parkway, square, street, or highway in the City;
- (e) In any way renders other persons insecure in life or the use of property; or
- (f) Essentially interferes with the comfortable enjoyment of life and property, or tends to depreciate the value of the property of others.

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

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

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

(g) Trash, litter, rags, accumulations of barrels, boxes, crates, packing crates, mattresses, bedding, excelsior, packing hay, straw, or other packing material, lumber not neatly piled, scrap iron, tin, or other metal not neatly piled, old automobiles or parts thereof, or any other waste materials when any of the articles or materials create a condition in which flies or rats may breed or multiply, or which may be a fire danger, or which are so unsightly as to depreciate property values in the vicinity thereof;

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

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

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

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

(l) All other things specifically designated as nuisances elsewhere in this code.

(Ord. No. 1029, 8/1/22)

§ 4-303 NUISANCES; ABATEMENT PROCEDURE.

(1) The owner or occupant of any real estate within the corporate limits or zoning jurisdiction of the City shall keep such real estate free of nuisances. Except to the extent that conflicting procedures are otherwise provided, the procedures in this section shall apply to abatement of nuisances.

(2) Upon determination by the Board of Health or designated official that the owner or occupant of any such real estate has failed to keep the real estate free of nuisances, notice to abate and remove such nuisance and notice of the right to a hearing before the City Council and the manner in which it may be requested shall be given to each owner or owner's duly authorized agent and to the occupant, if any, by personal service or by certified mail. If notice by personal service or certified mail is unsuccessful, notice shall be given by publication in a newspaper of general circulation in the City or by conspicuously posting the notice on the real estate upon which the nuisance is to be abated and removed. The notice shall describe the condition as found by the Board of Health or designated official and state that the condition has been declared a nuisance and must be remedied at once.

(3) If within five (5) days after receipt of such notice or publication or posting, whichever is applicable, the owner or occupant of the real estate does not request a hearing with the city or fails to comply with the order to abate and remove the nuisance, the city may have such work completed to abate nuisance upon the decision by the Board of Health or the designated officer and City Council.

(4) If within five (5) days after receipt of such notice or publication or posting, whichever is applicable, the owner or occupant requests in writing a hearing with the City Council, the Council shall fix a time and place at which a hearing will be held. Notice of the hearing shall be given by personal service or certified mail and require the owner or occupant to appear before the Council to show cause why such condition should not be found to be a nuisance and remedied. The notice shall be given not less than seven (7) nor more than fourteen (14) days before the time of the hearing. Upon the date fixed for the hearing and pursuant to the notice, the Council shall hear all objections made by the owner or occupant and shall hear evidence submitted by the Board of Health or designated official. If after consideration of all the evidence, the City Council finds that the condition is a nuisance, it shall, by resolution, order and direct the owner or occupant to remedy the nuisance at once. If the owner or occupant refuses or neglects to promptly comply with the order to abate and remove the nuisance, the Council may have such work done.

(5) The costs and expenses of any such work shall be paid by the owner. If unpaid for two (2) months after such work is done, the city may either:

(a) Levy and assess the costs and expenses of the work upon the real estate so benefitted in the same manner as other special taxes for improvements are levied and assessed; or

(b) Recover in a civil action the costs and expenses of the work upon the real estate and the adjoining streets and alleys.

(Ref. 17-563, 17-1001, 18-1720, 28-1321 RS Neb.) (Ord. No. 1029, 8/1/22)

§ 4-304 NUISANCES; DEAD OR DISEASED TREES.

(1) (a) It is hereby declared a nuisance for a property owner to permit, allow, or maintain any dead or diseased trees within the right-of-way of streets within the corporate limits of the City.

(b) Notice to abate and remove such nuisance and notice of the right to a hearing and the manner in which it may be requested shall be given to each owner or owner's duly authorized agent and to the occupant, if any, by personal service or certified mail. Within thirty (30) days after the receipt of such notice, if the owner or occupant of the lot or piece of ground does not request a hearing or fails to comply with the order to abate and remove the nuisance, the City may have such work done and may levy and assess all or any portion of the costs and expenses of the work upon the lot or piece of ground so benefitted in the same manner as other special taxes for improvements are levied or assessed.

(2) It is hereby declared a nuisance for a property owner to permit, allow, or maintain any dead or diseased trees on private property within the corporate limits of the City. The provisions in division (1) (b) shall apply to such nuisances. For the purpose of carrying out the provisions of this section, the City police shall have the authority to enter upon private property to inspect the trees thereon.

(Ref. 17-555 RS Neb.) (Ord. No. 1029, 8/1/22)

§ 4-305 NUISANCES; WEEDS; LITTER; STAGNANT WATER.

(1) Lots or pieces of ground within the City shall be drained or filled so as to prevent stagnant water or any other nuisance accumulating thereon.

(2) The owner or occupant of any lot or piece of ground within the City shall keep the lot or piece of ground and the adjoining streets and alleys free of any growth of twelve (12) inches or more in height of weeds, grasses, or worthless vegetation.

(3) The throwing, depositing, or accumulation of litter on any lot or piece of ground within the City is prohibited.

(4) It is hereby declared to be a nuisance to permit or maintain any growth of twelve (12) inches or more in height of weeds, grasses, or worthless vegetation on any lot or piece of ground within the City

or on the adjoining streets or alleys, or to litter or cause litter to be deposited or remain thereon except in proper receptacles.

(5) Any owner or occupant of a lot or piece of ground shall, upon conviction of violating this section, be guilty of an offense.

(6) (a) Notice to abate and remove such nuisance shall be given to each owner or owner's duly authorized agent and to the occupant, if any, by personal service or certified mail. If notice by personal service or certified mail is unsuccessful, notice shall be given by publication in a newspaper of general circulation in the City or by conspicuously posting the notice on the lot or ground upon which the nuisance is to be abated and removed. Within five (5) days after receipt of such notice or publication or posting, whichever is applicable, if the owner or occupant of the lot or piece of ground does not request a hearing with the City or fails to comply with the order to abate and remove the nuisance, the City may have such work done.

(b) The costs and expenses of any such work shall be paid by the owner. If unpaid for two (2) months after such work is done, the City may either:

1. Levy and assess the costs and expenses of the work upon the lot or piece of ground so benefitted in the same manner as other special taxes for improvements are levied and assessed; or
2. Recover in a civil action the costs and expenses of the work upon the lot or piece of ground and the adjoining streets and alleys.

(7) For the purpose of this section, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

LITTER. Includes but is not limited to:

1. Trash, rubbish, refuse, garbage, paper, rags, and ashes;
2. Wood, plaster, cement, brick, or stone building rubble;
3. Grass, leaves, and worthless vegetation except when used as ground mulch or in a compost pile;
4. Offal and dead animals; and
5. Any machine or machines, vehicle or vehicles, or parts of a machine or vehicle which have lost their identity, character, utility, or serviceability as such through deterioration, dismantling, or the ravages of time, are inoperative or unable to perform their intended functions, or are cast off, discarded, or thrown away or left as waste, wreckage, or junk.

WEEDS. Include, but are not limited to: bindweed (*Convolvulus arvensis*), puncture vine (*Tribulus terrestris*), leafy spurge (*Euphorbia esula*), Canada thistle (*Cirsium arvense*), perennial peppergrass (*Lepidium draba*), Russian knapweed (*Centaurea picris*), Johnson grass (*Sorghum halepense*), nodding or musk thistle, quack grass (*Agropyron repens*), perennial sow thistle (*Sonchus arvensis*), horse nettle (*Solanum carolinense*), bull thistle (*Cirsium lanceolatum*), buckthorn (*Rhamnus sp.*) (torn), hemp plant (*Cannabis sativa*), and ragweed (*Ambrosiaceae*).

(Ref. 17-563 RS Neb.) (Ord. No. 1029, 8/1/22)

§ 4-306 NUISANCES; GARBAGE AND REFUSE.

(1) The owner, duly authorized agent, or tenant of any lot or land within the corporate limits or zoning jurisdiction of the City shall remove garbage or refuse found upon the lot or land or upon the streets, roads, or alleys abutting the lot or land which constitutes a public nuisance.

(2) Notice that removal of garbage or refuse is necessary shall be given to each owner or owner's duly authorized agent and to the tenant if any. The notice shall be provided by personal service or by certified mail. After providing the notice, the City through its proper offices shall, in addition to other

proper remedies, remove the garbage or refuse, or cause it to be removed, from the lot or land and streets, roads, or alleys.

(3) If the Mayor declares that the accumulation of garbage or refuse upon any lot or land constitutes an immediate nuisance and hazard to public health and safety, the City shall remove the garbage or refuse, or cause it to be removed, from the lot or land within forty-eight (48) hours after notice by personal service or following receipt of a certified letter in accordance with division (2) of this section if the garbage or refuse has not been removed.

(4) Whenever the City removes any garbage or refuse, or causes it to be removed, from any lot or land pursuant to this section, it shall, after a hearing conducted by the City Council, assess the cost of the removal against the lot or land. The costs and expenses of any such work shall be paid by the owner. If unpaid for two (2) months after such work is done, the City may either:

(a) Levy and assess the costs and expenses of the work upon the lot or piece of ground so benefitted in the same manner as other special taxes for improvements are levied and assessed; or

(b) Recover in a civil action the costs and expenses of the work upon the lot or piece of ground and the adjoining streets and alleys.

(Ref. 18-1752 RS Neb.) (Ord. No. 1029, 8/1/22)

§ 4-307 RESERVED.

§ 4-308 RESERVED.

§ 4-309 RESERVED.

§ 4-310 NUISANCES; DUTY.

It shall be the duty of every owner, occupant, lessee or mortgagee of real estate in the City, to keep such real estate free of public nuisances. All or any part of said premises found, as provided herein, to constitute a public nuisance shall be abated by rehabilitation, demolition or repair pursuant to procedures set forth herein. (Ref. 17-123, 17-123.01 RS Neb.) (Ord. No. 835, 5/21/07)

§ 4-311 NUISANCES; NON-EXCLUSIVE PROCEDURE.

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

§ 4-312 NUISANCES; DECLARATION.

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

NOTICE OF NUISANCE

TO: (OWNER, OCCUPANT, LESSEE, MORTGAGEE)

(ADDRESSES)

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

(Legal description)

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

described real estate are as follows:

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

Dated: _____, 20__

CITY OF ST. PAUL, NEBRASKA

By: _____

CERTIFICATE OF SERVICE

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

CITY OF ST. PAUL, NEBRASKA

By: _____

cc: City Council

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

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

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

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

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

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

NOTICE OF HEARING TO BE DETERMINED

EXISTENCE OF PUBLIC NUISANCE AND

TO ABATE IN WHOLE OR IN PART

TO:

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

(Legal description)

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

Said alleged violations consist of the following:

Dated: _____, 20__

CITY OF ST. PAUL, NEBRASKA

By: _____

City Clerk

CERTIFICATE OF SERVICE

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

CITY OF ST. PAUL, NEBRASKA

By: _____

City Clerk

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

§ 4-315 NUISANCES; HEARING.

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

NOTICE OF ADOPTION OF RESOLUTION NO. _____

TO:

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

Upon the following described real estate, to-wit:

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

Dated: _____, 20__

CITY OF ST. PAUL, NEBRASKA

By: _____

City Clerk

CERTIFICATE OF SERVICE

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

CITY OF ST. PAUL, NEBRASKA

By: _____

City Clerk

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

§ 4-316 NUISANCES; EXTENSION OF TIME.

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

§ 4-317 NUISANCES; ABATEMENT BY CITY.

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

§ 4-318 NUISANCES; RECORD OF EXPENSES.

The City shall keep an itemized account of the expenses involved in abating the nuisance. The City shall post conspicuously on the property and it shall also mail to the owner of the property a statement showing the expense of the abatement, together with a notice of the time and place when the statement will be submitted to the City Council for approval and confirmation and at which time the City Council may consider the objections and protests to the cost of the work. Said notice shall be substantially in the following form:

NOTICE OF HEARING ON EXPENSE

OF ABATEMENT OF NUISANCE

TO:

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

(Legal Description)

Said expenses are as follows:

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

CITY OF ST. PAUL, NEBRASKA

By: _____

City Clerk

CERTIFICATE OF SERVICE

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

CITY OF ST. PAUL, NEBRASKA

By: _____

City Clerk

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

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

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

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

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

§ 4-321 NUISANCES; NOTICE OF SPECIAL ASSESSMENT.

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

NOTICE OF SPECIAL ASSESSMENT

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

Dated: _____, 20____

CITY OF ST. PAUL, NEBRASKA

By: _____

City Clerk

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

§ 4-322 NUISANCES; ALTERNATIVES.

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

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

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

§ 4-324 NUISANCES; SEVERABILITY.

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

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

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

§ 4-326 NUISANCES; VIOLATION; PENALTY.

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

§ 4-327 NUISANCES; ABATEMENT OF NUISANCE.

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

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

Article 4. Penal Provisions

§ 4-401 VIOLATION; PENALTY.

Any person or any person's agent or servant, who shall violate any of the provisions of this municipal code, unless otherwise specifically provided herein, shall be deemed guilty of an offense and upon conviction thereof, shall be fined in any sum not exceeding five hundred (\$500.00) dollars. A new violation shall be deemed to have been committed every twenty-four (24) hours of failure to comply with the provisions of this code. (Amended by Ord. No. 742, 5/15/00)

§ 4-402 ABATEMENT OF NUISANCE.

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

(2) Whenever, in any action, it is established that a nuisance exists, the court may together with the fine or penalty imposed, enter an order of abatement as part of the judgment in the case. (Ref. 18-1720, 18-1722 RS Neb.) (Amended by Ord. No. 742, 5/15/00)



City of St. Paul, Nebraska

704 6th Street • St. Paul, NE 68873

Phone (308) 754-4483

NOTICE OF ADOPTION OF RESOLUTION NO. 2023-04

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

YOU ARE HEREBY NOTIFIED THAT ON May 1, 2023, the City Council of the City of St. Paul, Nebraska, by Resolution No. 2023-04, after notice and hearing as specified in said Resolution, did determine that the following constitute a public nuisance, to-wit:

- 1220 Farnum Street

Upon the following described real estate, to-wit: _____

Lot Eight (8), Nine (9) and the West 10' feet of Lot Ten (10), Block Five (5), Military Addition,
Howard County, St. Paul, Nebraska

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

Dated: May 1, 2023

CITY OF ST. PAUL, NEBRASKA

BY: _____

Connie Jo Beck, City Clerk



CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the foregoing "Notice" was posted on the PREMISES afore-described and mailed by Certified U.S. Mail, postage prepaid, on this 2nd day of May, 2023, to the following:

Todd M. and Michelle L. Padrnos
1220 Farnum Street
St. Paul, Nebraska 68873

RE: 1220 Farnum Street, Howard County, St. Paul, Nebraska 68873 on property more legally described as: Lot Eight (8), Nine (9) and the West 10' feet of Lot Ten (10), Block Five (5), Military Addition, in Howard County, St. Paul, Nebraska 68873.

CITY OF ST. PAUL, NEBRASKA

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

BY: _____
St. Paul Police Dept. Law Enforcement Officer

1220 Farnum
Radmos























STOP





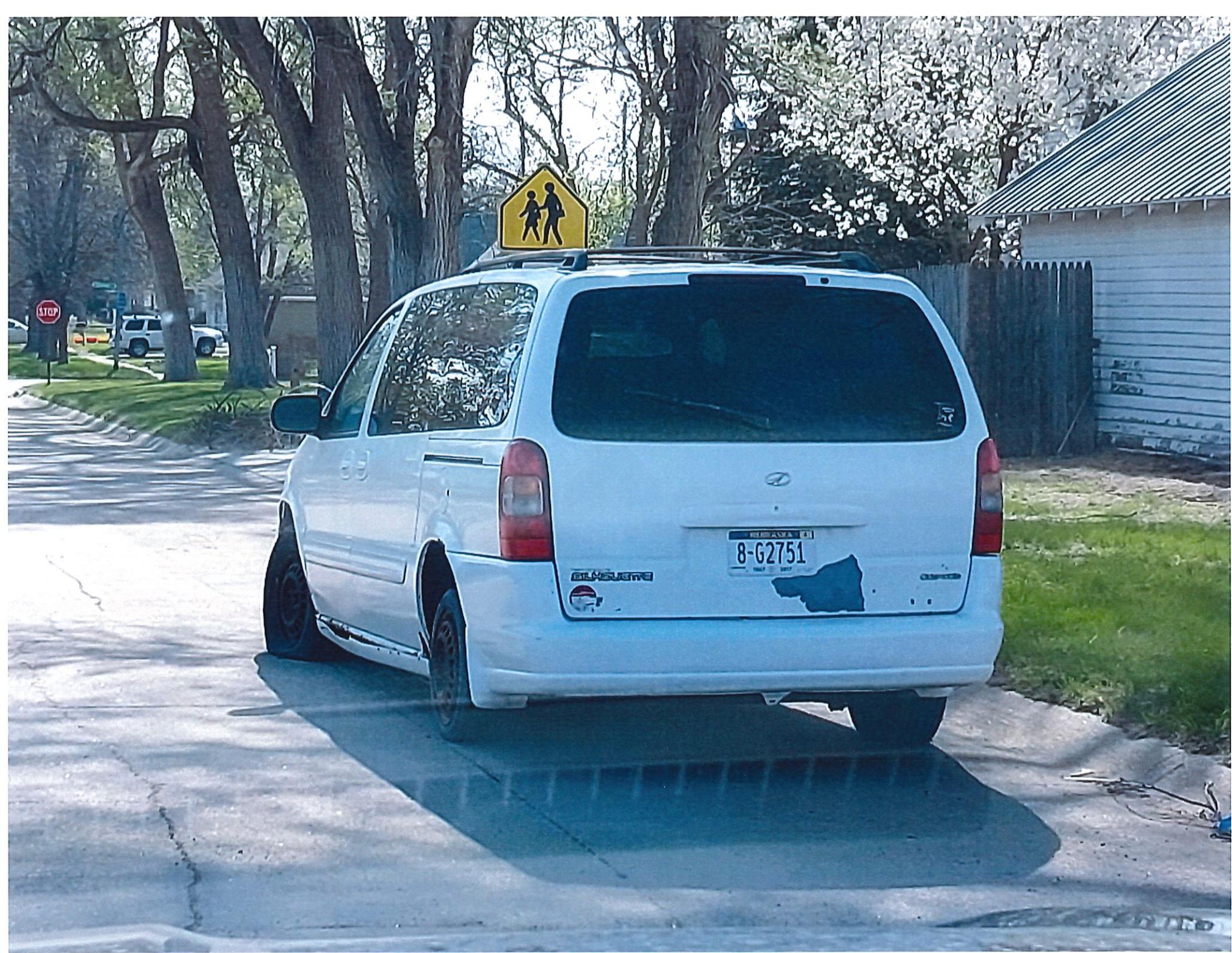






















ST. PAUL POLICE DEPARTMENT

514 Grand Street · Saint Paul, Nebraska 68873 · Phone: (308) 754-9112 · Fax: (308) 754-9125



March 16, 2023

E-MAIL: STPAULPDNE@CITYOFSTPAULNE.ORG

NOTICE OF NUISANCE

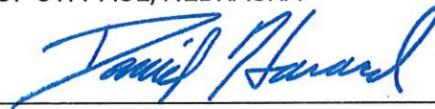
TO: Tayler Herbig
1315 Sheridan St.
St. Paul, NE 68873

Pursuant to Section 4-312 of the Municipal Code of the City of St. Paul, Nebraska, the following premise in the City of St. Paul, Nebraska, known as 1315 Sheridan St., and more particularly described as follows:

E ½ OF LOT 1 BRYAN'S ADD ST PAUL

Is being maintained as a public nuisance contrary to Section 4-301 to 4-327 of the Municipal Code of the City of St. Paul, Nebraska. The conditions which constitute the public nuisance upon the above described real estate are as follows: **ARTICLE 3: NUISANCES 4-302-WEEDS**. You shall have ten (10) days from the date of this notice to abate said above described Nuisance.

Dated March 16, 2023
CITY OF ST. PAUL, NEBRASKA

BY: 

You shall have ten (10) days from the date of this Notice to abate said above described nuisance's or the City may correct said conditions and assess the cost to you. Please feel free to contact me at 308-754-9112, or stop in at the Police Department at 514 Grand Street to discuss this letter.

Sincerely,



Chief of Police Daniel Howard
St. Paul Police Department
514 Grand St.
St. Paul, NE 68873

Cc:Connie Beck

ST. PAUL POLICE DEPARTMENT

514 Grand Street · Saint Paul, Nebraska 68873 · Phone: (308) 754-9112 · Fax: (308) 754-9125



March 16, 2023

E-MAIL: STPAULPDNE@CITYOFSTPAULNE.ORG

NOTICE OF NUISANCE

TO: Tayler Herbig
1315 Sheridan St.
St. Paul, NE 68873

Pursuant to Section 4-312 of the Municipal Code of the City of St. Paul, Nebraska, the following premise in the City of St. Paul, Nebraska, known as 1315 Sheridan St., and more particularly described as follows:

E ½ OF LOT 1 BRYAN'S ADD ST PAUL

Is being maintained as a public nuisance contrary to Section 4-301 to 4-327 of the Municipal Code of the City of St. Paul, Nebraska. The conditions which constitute the public nuisance upon the above described real estate are as follows: **ARTICLE 3: NUISANCES 4-302-WEEDS**. You shall have ten (10) days from the date of this notice to abate said above described Nuisance.

Dated March 16, 2023
CITY OF ST. PAUL, NEBRASKA

BY: 

You shall have ten (10) days from the date of this Notice to abate said above described nuisance's or the City may correct said conditions and assess the cost to you. Please feel free to contact me at 308-754-9112, or stop in at the Police Department at 514 Grand Street to discuss this letter.

Sincerely,



Chief of Police Daniel Howard
St. Paul Police Department
514 Grand St.
St. Paul, NE 68873

Cc: Connie Beck



1315 Sheridan
T Herbig





ST. PAUL POLICE DEPARTMENT

514 Grand Street · Saint Paul, Nebraska 68873 · Phone: (308) 754-9112 · Fax: (308) 754-9125



March 17, 2023

E-MAIL:STPAULPDNE@CITYOFSTPAULNE.ORG

NOTICE OF NUISANCE

TO: Landry Welch
805th St.
St. Paul, NE 68873

Pursuant to Section 4-312 of the Municipal Code of the City of St. Paul, Nebraska, the following premise in the City of St. Paul, Nebraska, known as 807th St., and more particularly described as follows:

N 71' OF LOTS 4, 5, 6, & 7 BLOCK 78 OT ST PAUL

Is being maintained as a public nuisance contrary to Section 4-301 to 4-327 of the Municipal Code of the City of St. Paul, Nebraska. The conditions which constitute the public nuisance upon the above described real estate are as follows: **ARTICLE 3: NUISANCES 4-302-RUBBISH AND UNLICENSED VEHICLE.**

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

Dated March 17, 2023
CITY OF ST. PAUL, NEBRASKA

BY: _____

A handwritten signature in blue ink, appearing to read "Daniel Howard", written over a horizontal line.

You shall have ten (10) days from the date of this Notice to abate said above described nuisance's or the City may correct said conditions and assess the cost to you. Please feel free to contact me at 308-754-9112, or stop in at the Police Department at 514 Grand Street to discuss this letter.

Sincerely,

A handwritten signature in blue ink, appearing to read "Daniel Howard", written over a horizontal line.

Chief of Police Daniel Howard
St. Paul Police Department
514 Grand St.
St. Paul, NE 68873

Cc:Connie Beck

805 7th
L. Welch











ST. PAUL POLICE DEPARTMENT

514 Grand Street · Saint Paul, Nebraska 68873 · Phone: (308) 754-9112 · Fax: (308) 754-9125



March 17, 2023

E-MAIL: STPAULPDNE@CITYOFSTPAULNE.ORG

NOTICE OF NUISANCE

TO: Ashly Stanczyk
1432 9th Ave.
Dannebrog, NE 68831

Pursuant to Section 4-312 of the Municipal Code of the City of St. Paul, Nebraska, the following premise in the City of St. Paul, Nebraska, known as **517 Howard Ave.**, and more particularly described as follows:

**LOT 9 EXC E 1' BLOCK 19 OT ST PAUL
AND
(#90-1) LOT 8 & E 1' OF LOT 9, BLOCK 19 OT ST PAUL**

Is being maintained as a public nuisance contrary to Section 4-301 to 4-327 of the Municipal Code of the City of St. Paul, Nebraska. The conditions which constitute the public nuisance upon the above described real estate are as follows: **ARTICLE 3: NUISANCES 4-302-UNRIGERESTED TRAILER, TRASH AND RUBBISH.**

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

Dated March 17, 2023
CITY OF ST. PAUL, NEBRASKA

BY: _____

Handwritten signature of Daniel Howard in blue ink.

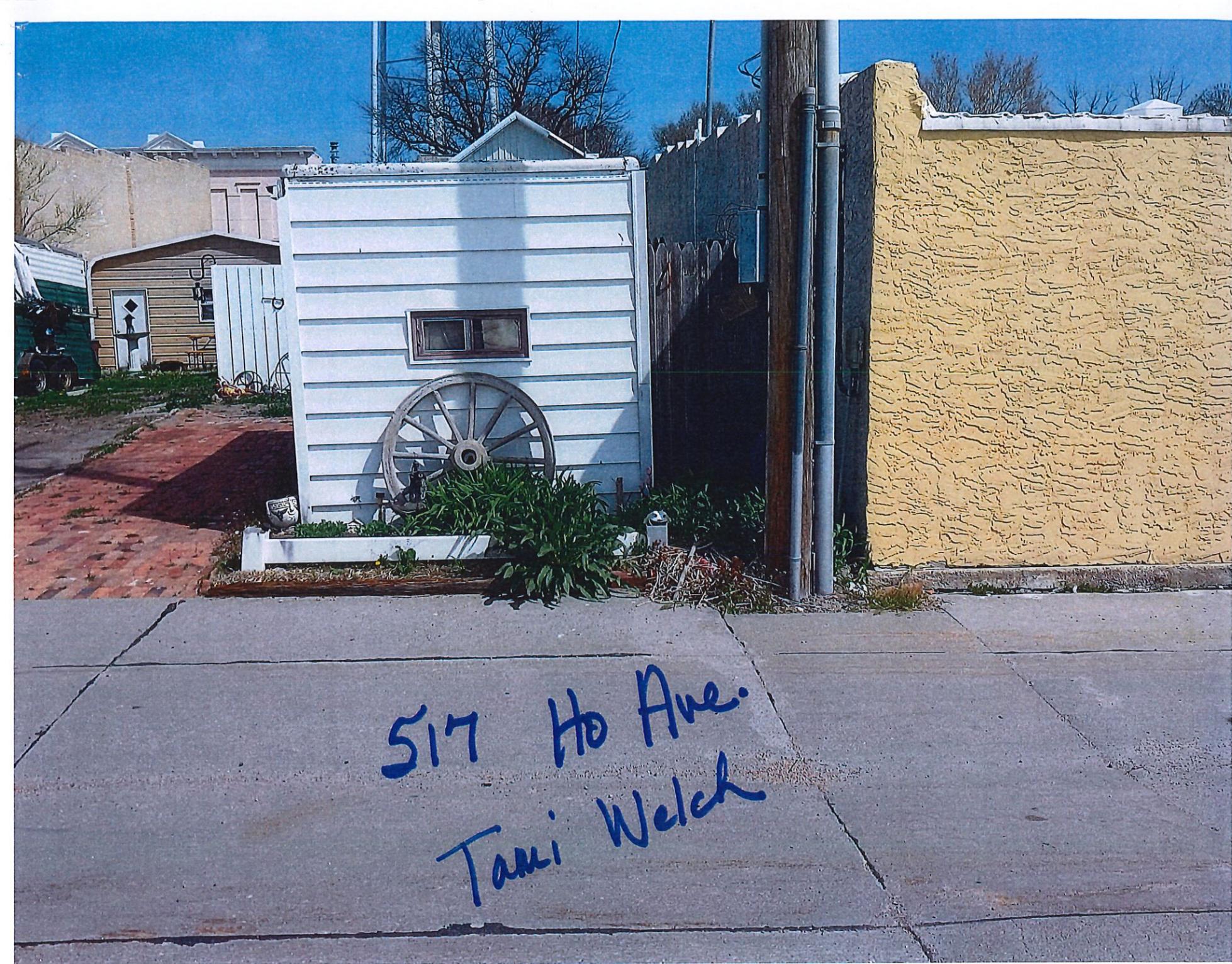
You shall have ten (10) days from the date of this Notice to abate said above described nuisance's or the City may correct said conditions and assess the cost to you. Please feel free to contact me at 308-754-9112, or stop in at the Police Department at 514 Grand Street to discuss this letter.

Sincerely,

Handwritten signature of Daniel Howard in blue ink.

Chief of Police Daniel Howard
St. Paul Police Department
514 Grand St.
St. Paul, NE 68873

Cc: Connie Beck



517 Ho Ave.
Tami Welch











ST. PAUL POLICE DEPARTMENT

514 Grand Street · Saint Paul, Nebraska 68873 · Phone: (308) 754-9112 · Fax: (308) 754-9125



March 31, 2023

E-MAIL: STPAULPDNE@CITYOFSTPAULNE.ORG

NOTICE OF NUISANCE

TO: Michael and Elizabeth Rawlings
402 Custer St.
St. Paul, NE 68873

Pursuant to Section 4-305 of the Municipal Code of the City of St. Paul, Nebraska, the following premise in the City of St. Paul, Nebraska, known as **219 4TH St.**, and more particularly described as follows:

LOTS 1, 2, & 3 BLOCK 109 OT ST PAUL

Is being maintained as a public nuisance contrary to Section 4-301 to 4-327 of the Municipal Code of the City of St. Paul, Nebraska . The conditions which constitute the public nuisance upon the above described real estate are as follows: **ARTICLE 3: NUISANCES 4-302 2(i) The lot is being used or maintained as a junk yard.**

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

Dated March 31, 2023
CITY OF ST. PAUL, NEBRASKA

BY: _____

A handwritten signature in blue ink, appearing to read "Daniel Howard", written over a horizontal line.

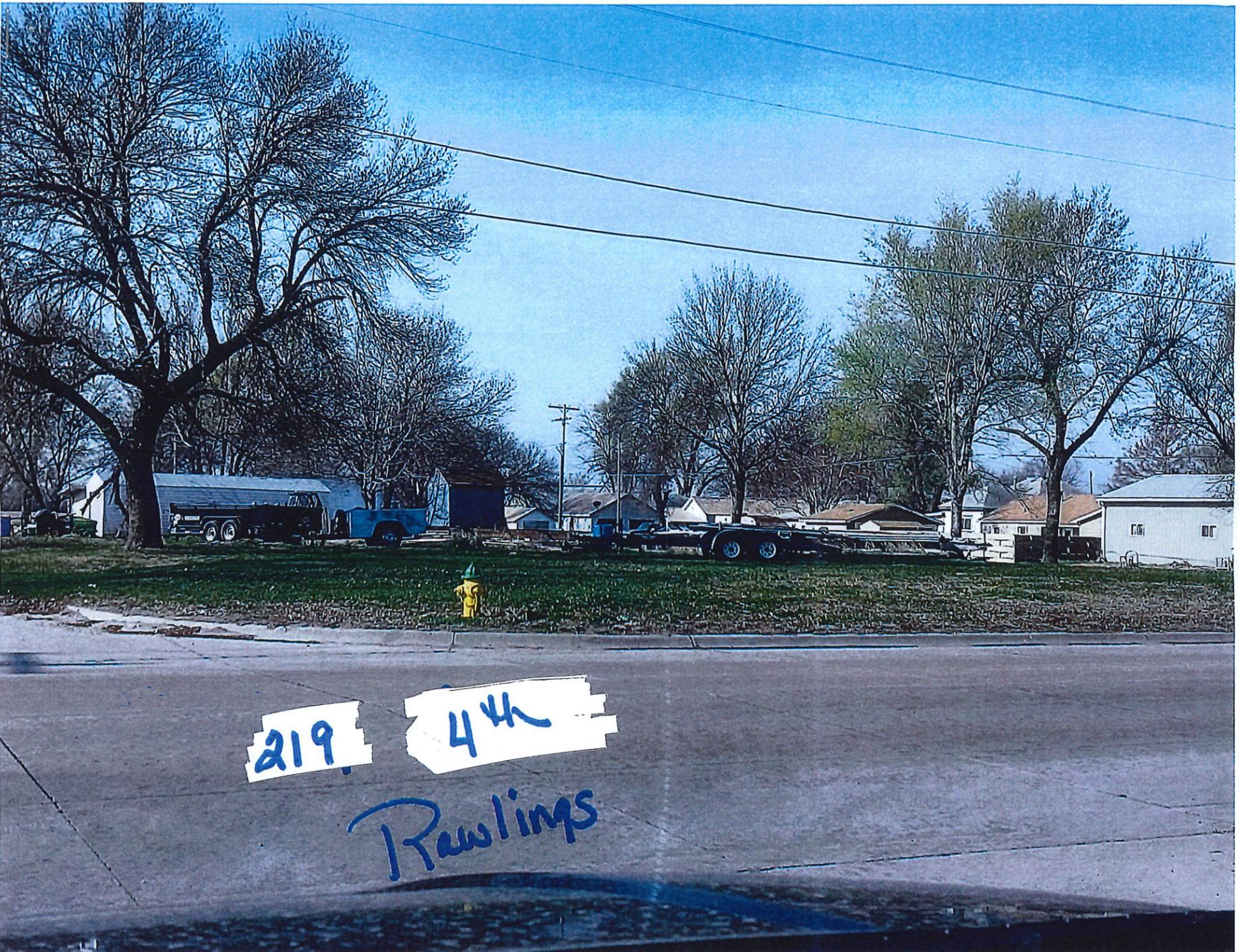
You shall have ten (10) days from the date of this Notice to abate said above described nuisance's or the City may correct said conditions and assess the cost to you. Please feel free to contact me at 308-754-9112, or stop in at the Police Department at 514 Grand Street to discuss this letter.

Sincerely,

A handwritten signature in blue ink, appearing to read "Daniel Howard", written over a horizontal line.

Chief of Police Daniel Howard
St. Paul Police Department
514 Grand St.
St. Paul, NE 68873

Cc: Connie Beck



219 4th
Rawlings



























ST. PAUL POLICE DEPARTMENT

514 Grand Street · Saint Paul, Nebraska 68873 · Phone: (308) 754-9112 · Fax: (308) 754-9125



March 31, 2023

E-MAIL: STPAULPDNE@CITYOFSTPAULNE.ORG

NOTICE OF NUISANCE

TO: Michael and Elizabeth Rawlings
402 Custer St.
St. Paul, NE 68873

Pursuant to Section 4-305 of the Municipal Code of the City of St. Paul, Nebraska, the following premise in the City of St. Paul, Nebraska, known as **324 Custer St.**, and more particularly described as follows:

LOTS 5, 6, 7, & 8 BLOCK 99 OT ST PAUL

Is being maintained as a public nuisance contrary to Section 4-301 to 4-327 of the Municipal Code of the City of St. Paul, Nebraska. The conditions which constitute the public nuisance upon the above described real estate are as follows: **ARTICLE 3: NUISANCES 4-302 AND 4-305 WEEDS, LITTER AND MUCH MISC.**

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

Dated March 31, 2023
CITY OF ST. PAUL, NEBRASKA

BY: _____

A handwritten signature in blue ink, appearing to read "Daniel Howard", written over a horizontal line.

You shall have ten (10) days from the date of this Notice to abate said above described nuisance's or the City may correct said conditions and assess the cost to you. Please feel free to contact me at 308-754-9112, or stop in at the Police Department at 514 Grand Street to discuss this letter.

Sincerely,

A handwritten signature in blue ink, appearing to read "Daniel Howard", written over a horizontal line.

Chief of Police Daniel Howard
St. Paul Police Department
514 Grand St.
St. Paul, NE 68873

Cc: Connie Beck



324 4th
Rawlings















ST. PAUL POLICE DEPARTMENT

514 Grand Street · Saint Paul, Nebraska 68873 · Phone: (308) 754-9112 · Fax: (308) 754-9125



March 31, 2023

E-MAIL: STPAULPDNE@CITYOFSTPAULNE.ORG

NOTICE OF NUISANCE

TO: Michael and Elizabeth Rawlings
402 Custer St.
St. Paul, NE 68873

Pursuant to Section 4-302 of the Municipal Code of the City of St. Paul, Nebraska, the following premise in the City of St. Paul, Nebraska, known as **315 4th St.**, and more particularly described as follows:

(#413-1) LOTS 2 & N 2/3 LOT 3 BLOCK 100 OT ST PAUL

Is being maintained as a public nuisance contrary to Section 4-301 to 4-327 of the Municipal Code of the City of St. Paul, Nebraska. The conditions which constitute the public nuisance upon the above described real estate are as follows: **ARTICLE 3: NUISANCES 4-302 (h), (i)- AND 9-401, 9-402 UNSAFE BUILDINGS, AND UNSIGHTLY BUILDING.**

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

Dated March 31, 2023
CITY OF ST. PAUL, NEBRASKA

BY: 

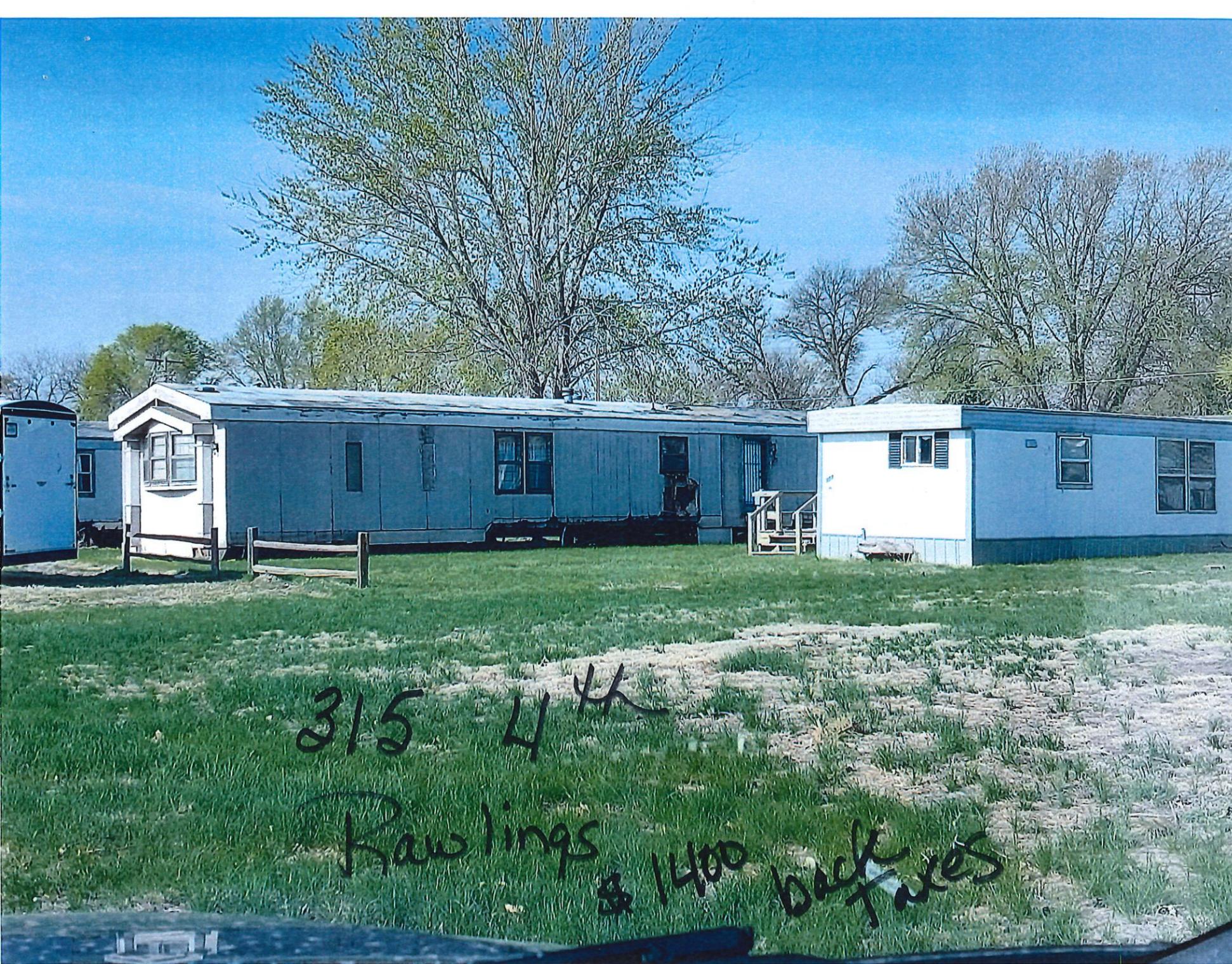
You shall have ten (10) days from the date of this Notice to abate said above described nuisance's or the City may correct said conditions and assess the cost to you. Please feel free to contact me at 308-754-9112, or stop in at the Police Department at 514 Grand Street to discuss this letter.

Sincerely,



Chief of Police Daniel Howard
St. Paul Police Department
514 Grand St.
St. Paul, NE 68873

Cc: Connie Beck



315 - 4th

Rawlings

\$1400 back taxes











ST. PAUL POLICE DEPARTMENT

514 Grand Street · Saint Paul, Nebraska 68873 · Phone: (308) 754-9112 · Fax: (308) 754-9125



March 24, 2023

E-MAIL: STPAULPDNE@CITYOFSTPAULNE.ORG

NOTICE OF NUISANCE

TO: Thomas Hake
523 Howard Ave.
St. Paul, NE 68873

Pursuant to Section 4-312 of the Municipal Code of the City of St. Paul, Nebraska, the following premise in the City of St. Paul, Nebraska, known as **523 Howard Ave.**, and more particularly described as follows:

**LOT 10 BLOCK 19 OT ST PAUL
AND
N 50' OF LOTS 11 & 12 BLOCK 19 OT ST PAUL**

Is being maintained as a public nuisance contrary to Section 4-301 to 4-327 of the Municipal Code of the City of St. Paul, Nebraska . The conditions which constitute the public nuisance upon the above described real estate are as follows: **ARTICLE 3: NUISANCES 4-302-MUCH TRASH AND RUBBISH, UNLICENSED VEHICLE .**

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

Dated March 24, 2023
CITY OF ST. PAUL, NEBRASKA

BY: _____

Handwritten signature of Daniel Howard in blue ink.

You shall have ten (10) days from the date of this Notice to abate said above described nuisance's or the City may correct said conditions and assess the cost to you. Please feel free to contact me at 308-754-9112, or stop in at the Police Department at 514 Grand Street to discuss this letter.

Sincerely,

Handwritten signature of Daniel Howard in blue ink.

Chief of Police Daniel Howard
St. Paul Police Department
514 Grand St.
St. Paul, NE 68873

Cc:Connie Beck

ST. PAUL POLICE DEPARTMENT

514 Grand Street · Saint Paul, Nebraska 68873 · Phone: (308) 754-9112 · Fax: (308) 754-9125



E-mail stpaulpdne@cityofstpaulne.org

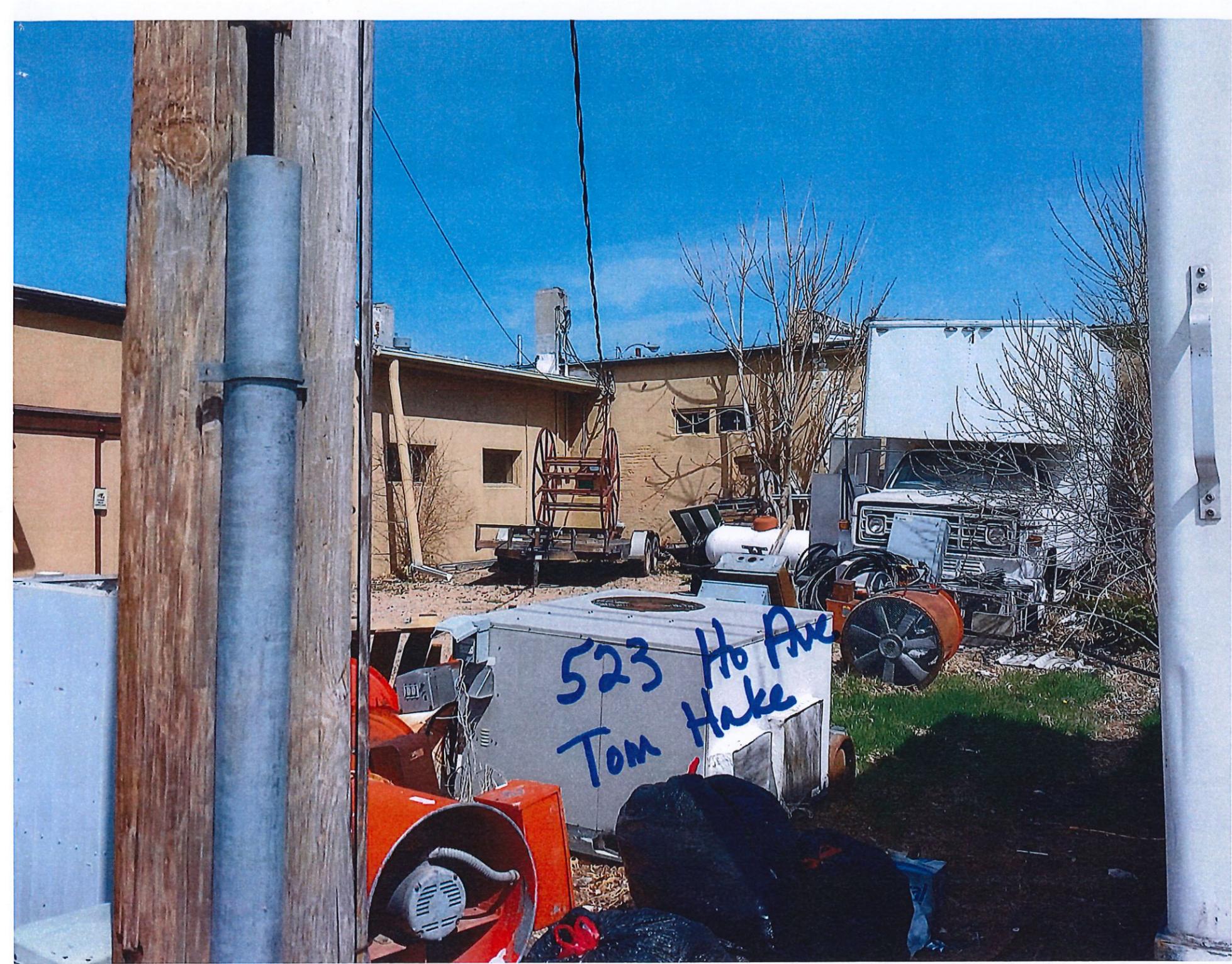
CERTIFICATE OF SERVICE *Thomas Hake*
523 Howard Ave.

The undersigned hereby certifies that a copy of the foregoing Notice of Nuisance was served by personal delivery or by certified U.S. Mail, postage prepaid, on the 30th day of March, 2023, to the individuals at their respective addresses, as noted above.

CITY OF ST. PAUL, NEBRASKA

A handwritten signature in blue ink that reads "Daniel Howard".

Chief Daniel Howard
St. Paul Police Department
St. Paul, NE 68873











ST. PAUL POLICE DEPARTMENT

514 Grand Street · Saint Paul, Nebraska 68873 · Phone: (308) 754-9112 · Fax: (308) 754-9125



March 22, 2023

E-MAIL: STPAULPDNE@CITYOFSTPAULNE.ORG

NOTICE OF NUISANCE

TO: Ronald Tubbs JR
726 Howard Ave.
St. Paul, NE 68873

Pursuant to Section 4-312 of the Municipal Code of the City of St. Paul, Nebraska, the following premise in the City of St. Paul, Nebraska, known as **726 Howard Ave.**, and more particularly described as follows:

LOTS 14 & 15 BLOCK 78 OT ST PAUL

Is being maintained as a public nuisance contrary to Section 4-301 to 4-327 of the Municipal Code of the City of St. Paul, Nebraska . The conditions which constitute the public nuisance upon the above described real estate are as follows: **ARTICLE 3: NUISANCES 4-302-RUBBISH, WEEDS, AND MANY UNLICENSED VEHICLES.**

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

Dated March 22, 2023
CITY OF ST. PAUL, NEBRASKA

BY: _____

A handwritten signature in blue ink, appearing to read "Daniel Howard", written over a horizontal line.

You shall have ten (10) days from the date of this Notice to abate said above described nuisance's or the City may correct said conditions and assess the cost to you. Please feel free to contact me at 308-754-9112, or stop in at the Police Department at 514 Grand Street to discuss this letter.

Sincerely,

A handwritten signature in blue ink, appearing to read "Daniel Howard", written over a horizontal line.

Chief of Police Daniel Howard
St. Paul Police Department
514 Grand St.
St. Paul, NE 68873

Cc:Connie Beck

ST. PAUL POLICE DEPARTMENT

514 Grand Street · Saint Paul, Nebraska 68873 · Phone: (308) 754-9112 · Fax: (308) 754-9125



E-mail stpaulpdne@cityofstpaulne.org

CERTIFICATE OF SERVICE *Ronald Tubbs*
726 Howard Ave.

The undersigned hereby certifies that a copy of the foregoing Notice of Nuisance was served by personal delivery or by certified U.S. Mail, postage prepaid, on the 22 day of March, 2023, to the individuals at their respective addresses, as noted above.

CITY OF ST. PAUL, NEBRASKA

A handwritten signature in blue ink, appearing to read "Daniel Howard".

Chief Daniel Howard
St. Paul Police Department
St. Paul, NE 68873

726 Ho Ave
Ron Tubbs





























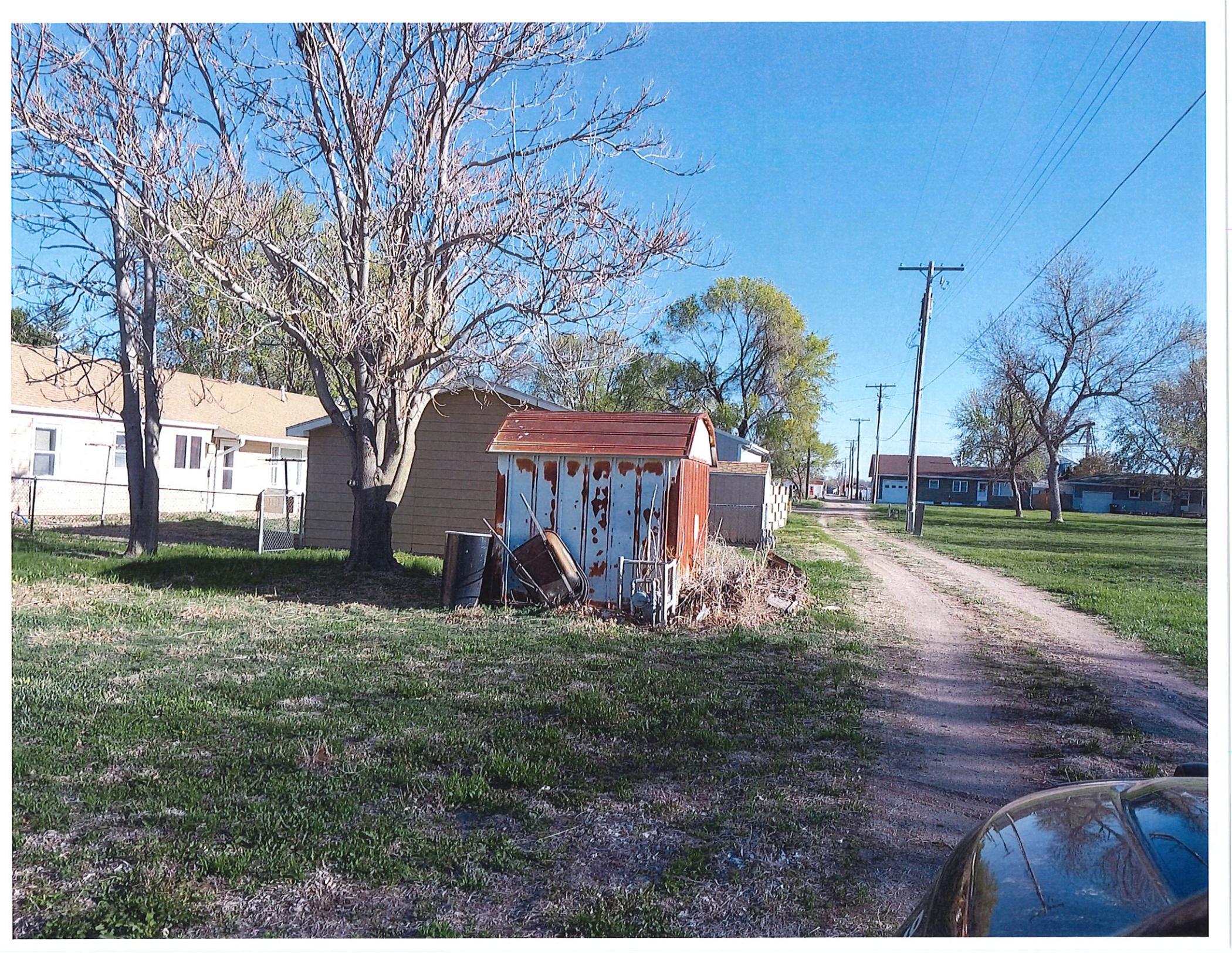
204 5th







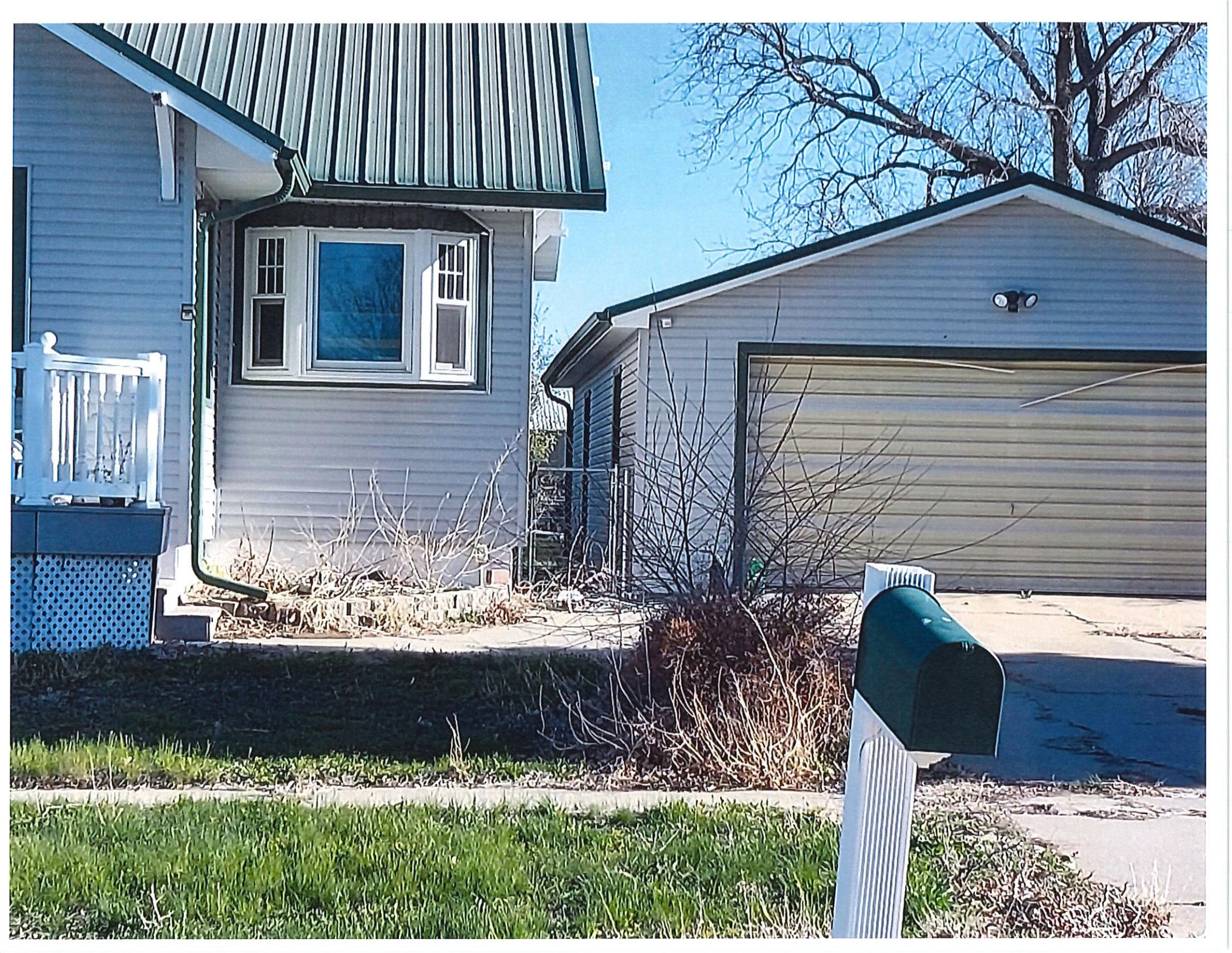




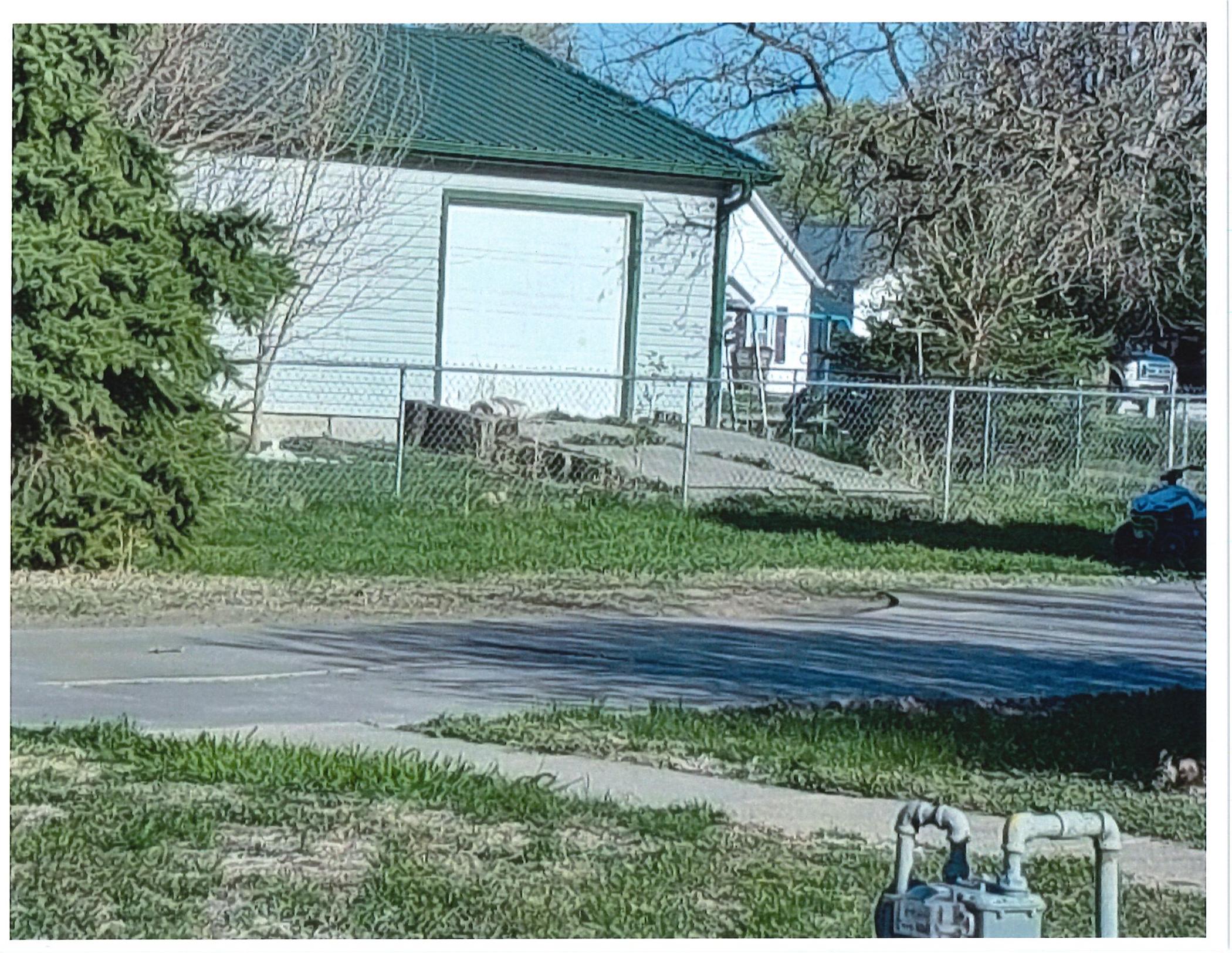




1518 Kendall

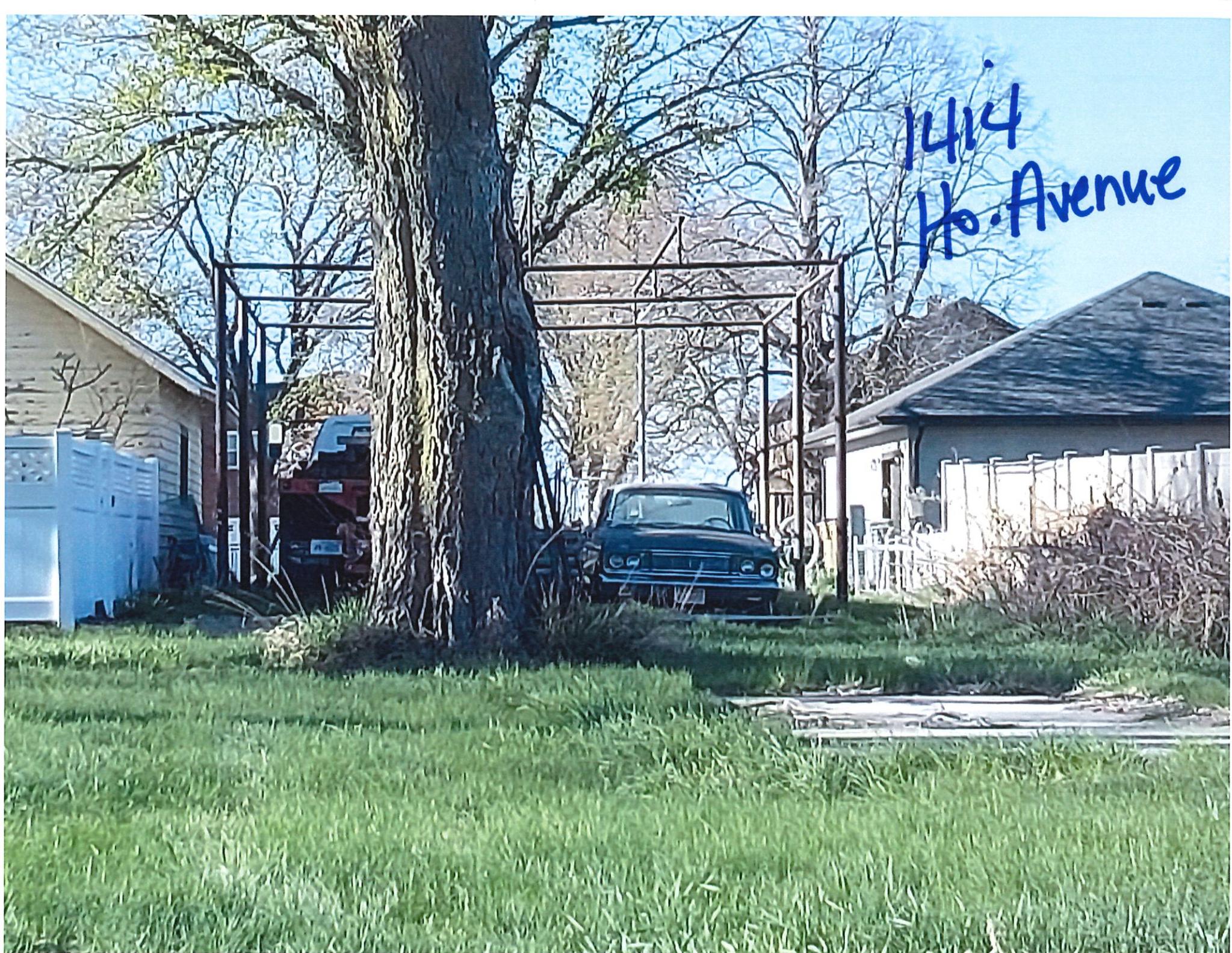


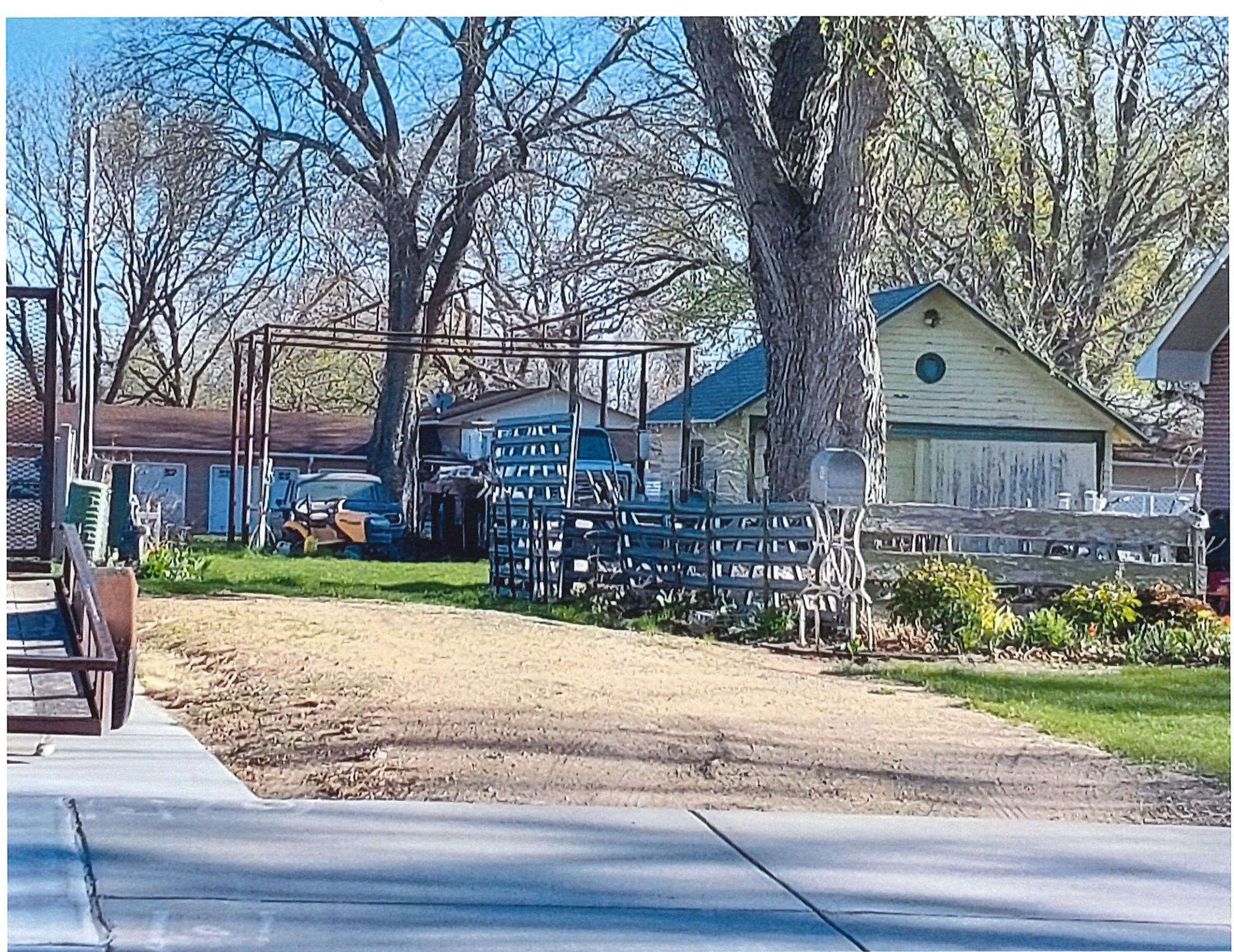




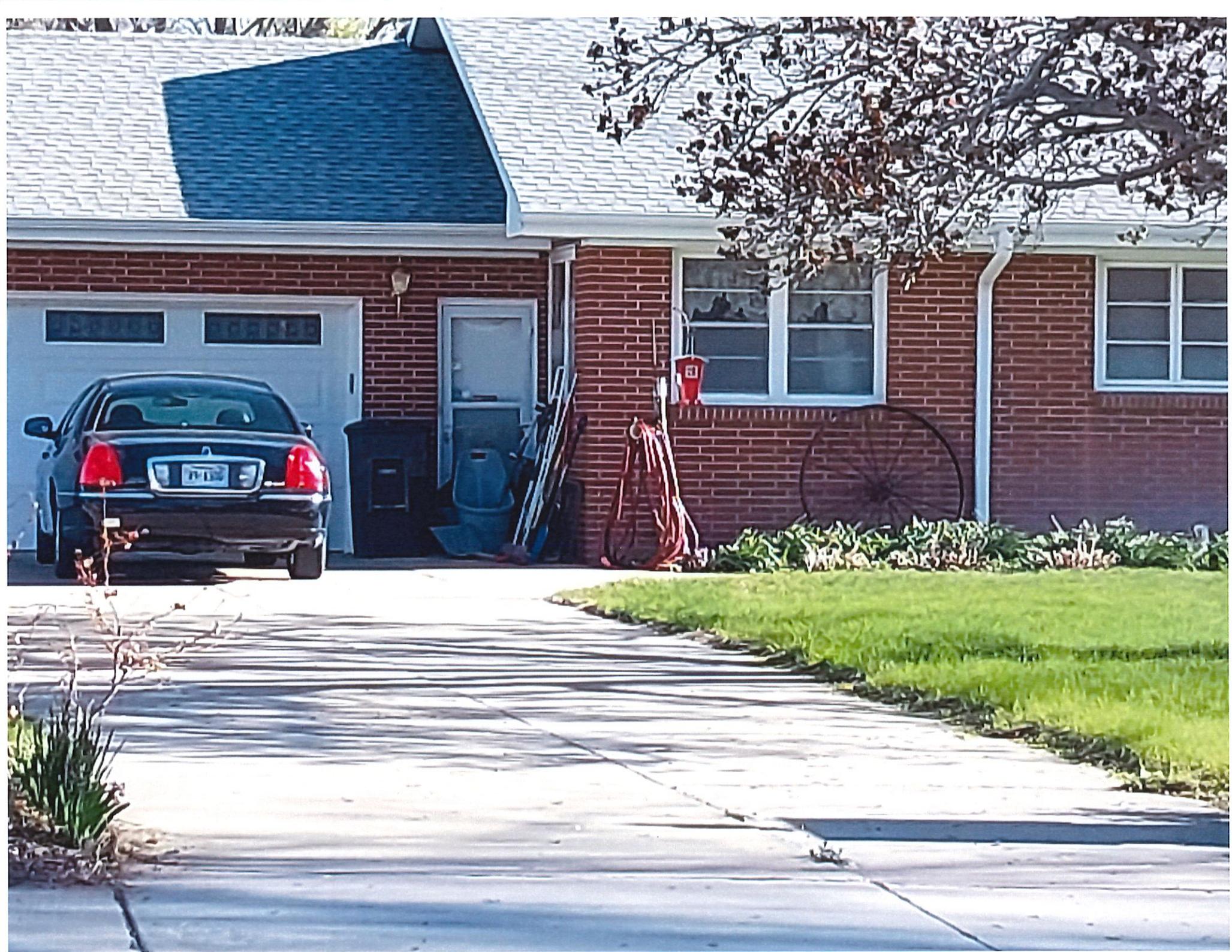


1414
Ho. Avenue









1218 Grant





PUBLIC HEARING

A public hearing will be held at 6:30 p.m., **Monday, May 1, 2023** in the City Council Chambers at 704 6th Street, St. Paul, Nebraska 68873, regarding a new Class K Liquor License application for Seven County Spirits LLC dba Loup River Distilling (K-125457) at 503 Howard Avenue, St. Paul, Howard County, Nebraska 68873.

Connie Jo Beck,
City Clerk/Deputy Treasurer
City of St. Paul
Dated: April 19, 2023

PUBLISH DATE: WEDNESDAY, APRIL 19, 2023

RECOMMENDATION OF THE NEBRASKA LIQUOR CONTROL COMMISSION

Date Mailed from Commission Office: April 10, 2023

I, Connie Jo Beck Clerk of St. Paul, Nebraska

(City, Village or County)

Nebraska, hereby report to the Nebraska Liquor Control Commission in accordance with Revised Statutes of Nebraska, Chapter 53, Sec. 134 (7) the recommendation of said city, village or county, as the case may be relative to the application for a license under the provisions of the Nebraska Liquor Control Act as applied for by:

Seven County Spirits. LLC dba Loup River Distilling
503 Howard Ave, St paul / Howard County, 68873
Application for Class k- - 125457
45 days – 5.25.23

1. Notice of local hearing was published in a legal newspaper in or of general circulation in city, village or county, one time not less than 7 nor more than 14 days before time of hearing.

Check one Yes No

The Statutes require that such hearing shall be held not more than 45 days after the date of receipt of this notice from the Commission.

2. Local hearing was held not more that 45 days after receipt of notice from the Nebraska Liquor Control Commission.

Check one Yes No

3. Date of hearing of Governing Body: Monday, May 1, 2023

4. Type or write the Motion as voted upon by the Governing Body. If additional Motions are made by the Governing Body, then use an additional page and follow same format.

5. Motion was made by: _____ Seconded by: _____

6. Roll Call Vote: _____

7. Check one: The motion passed: _____ The motion failed: _____

8. If the motion is for recommendation of denial of the applicant, then list the reasons of the governing body upon which the motion was made.

(Attached additional page if necessary)

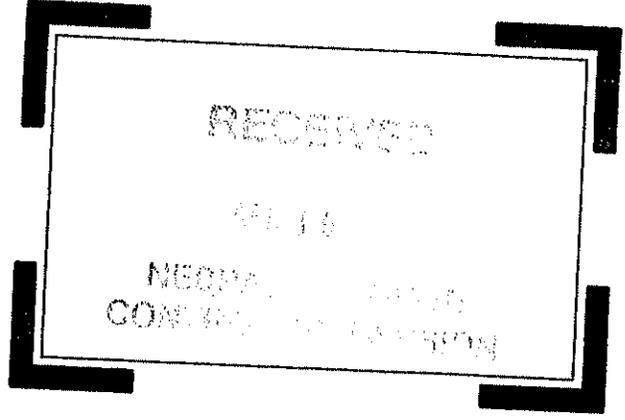
Connie Jo Beck DATE May 1, 2023
Clerk's name

APPLICATION FOR CATERING ENDORSEMENT TO LICENSE

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
website: www.lcc.nebraska.gov

License Class: **K**

License Number: **Z-125457**



- Application fee \$100.00
- Please pay online at: www.ne.gov/go/NLCCpayport
- Processing time is approx. 45-60 days from receipt of application by the Nebraska Liquor Control Commission

LICENSEE

Seven County Spirits, LLC

TRADE NAME

Loup River Distilling

PREMISES ADDRESS

503 Howard Ave.

CITY

ZIP CODE

St. Paul, NE 68873

CONTACT PERSON

Terry Rasmussen

PHONE NUMBER

402-750-0012

EMAIL

terry@ironworksdistilling.rocks

A handwritten signature in black ink, appearing to read "Terry L. Rasmussen".

Signature of APPLICANT

Terry L. Rasmussen

Printed Name of APPLICANT

OFFICE USE ONLY
PAYMENT TYPE _____
AMOUNT _____ RECEIVED _____
DATE PAID _____



2300003048

PAYPORT

NEBRASKA.GOV

PURCHASE RECEIPT

Nebraska Liquor Control Commission

P.O. Box 95046
Lincoln NE 68509-5046
(402)471-4881
brenda.hiland@nebraska.gov
OTC Local Ref ID: 80918690
4/5/2023 07:11 PM

Status: **APPROVED**
Customer Name: Terry L Rasmussen
Type: Visa
Credit Card Number: **** * 9275

| Items | Quantity | TPE Order ID | Total Amount |
|--------------------------------|----------|--------------|--------------|
| Catering Endorsement (Class K) | 1 | 77682264 | \$100.00 |

License Number:: **z-125457**

Trade Name (DBA):: **Loup River Distilling**

Address:: **503 Howard Ave**

City:: **St. Paul**

State:: **NE**

Zip Code:: **68873**

Phone Number:: **402-750-0012**

Email Address:: **terry@ironworksdistilling.rocks**

| | |
|--|----------|
| Total remitted to the Nebraska Liquor Control Commission | \$100.00 |
| Total Amount Charged | \$102.49 |



Jim Pillen
Governor

STATE OF NEBRASKA

NEBRASKA LIQUOR CONTROL COMMISSION

Hobert B. Rupe

Executive Director

301 Centennial Mall South, 5th Floor

P.O. Box 95046

Lincoln, Nebraska, 68509-5046

Phone (402) 471-2571

Fax (402) 471-2814 or (402) 471-2374

TSR USER 800-833-7252 (TTY)

Web Address <http://www.lcc.nebraska.gov/>

RECEIPT

From: Misty Wessel

To: City Clerk Olf St Paul

Re: Catering Application

DBA: Lopup River Distilling

License #: K-125457

Please complete this page immediately and fax or email to us acknowledging you have received the application. Signatures are not required.

Tom J. Beck
Clerk's Name (Acknowledgement of receipt of the application)

April 10, 2023
Date Received

Kim Lowe
Commissioner

Bruce Bailey
Chairman

Harry Hoch
Commissioner

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

| <i>Account Number</i> | <i>Prev. Mth Total</i> | <i>Current Mth Total</i> | <i>Total</i> | |
|----------------------------------|--------------------------|--------------------------|----------------|--|
| HOMESTEAD BANK | February 28, 2023 | March 31, 2023 | | Comments |
| Checking 100-027 | \$ (1,019,740.50) | \$ 1,026,701.39 | \$ 6,960.89 | |
| Sales Tax 300-277 | \$ (12,344.45) | \$ 48,139.10 | \$ 35,794.65 | St Mtr Veh; 25% Infrast; \$50,000 from 504420 |
| Civic Center 300-749 | \$ (311.14) | \$ 311.18 | \$ 0.04 | |
| City REDLG 301-465 | \$ (133,901.92) | \$ 61,878.30 | \$ (72,023.62) | Vogel; Teresa's FI; Bootlegger; HCMC; \$80,000 to ICS |
| City ARP 303057 | \$ (254,726.49) | \$ 254,780.58 | \$ 54.09 | |
| Water Trmt 504-189 | \$ (7,406.20) | \$ 7,407.77 | \$ 1.57 | |
| Keno 504-409 | \$ (92,314.26) | \$ 68,371.61 | \$ (23,942.65) | Keno Rev \$6,023; \$30,000 Keno ICS |
| Sales Tax 504420 | \$ (332,752.52) | \$ 325,724.08 | \$ (7,028.44) | LB840 Rev; Sales Tax \$40,493; \$50,000 to 300277 |
| Pool 504-442 | \$ (13,897.31) | \$ 13,900.85 | \$ 3.54 | |
| Prem General 504-684 | \$ (25,503.84) | \$ - | \$ (25,503.84) | Closed to General ICS |
| General 504-805 | \$ (13,269.22) | \$ 13,272.60 | \$ 3.38 | |
| Sewer 504-849 | \$ (19,234.08) | \$ 19,238.98 | \$ 4.90 | |
| Police 504-860 | \$ (15,838.95) | \$ 15,842.99 | \$ 4.04 | |
| Senior Center 504-882 | \$ (8,338.03) | \$ 8,339.80 | \$ 1.77 | |
| Brick (Street) 504-915 | \$ (2,023.75) | \$ 2,024.18 | \$ 0.43 | |
| Library Maint. 504-970 | \$ (5,334.98) | \$ 5,336.11 | \$ 1.13 | |
| Light Sinking 504-981 | \$ (11,476.23) | \$ 11,729.21 | \$ 252.98 | State Patrol Rent \$250; + Int |
| Fire Sinking 504-992 | \$ (7,480.21) | \$ 7,481.80 | \$ 1.59 | |
| EMT Sinking 505-003 | \$ (7,895.18) | \$ 7,896.86 | \$ 1.68 | |
| Street Sinking 505-014 | \$ (11,918.53) | \$ 11,921.57 | \$ 3.04 | |
| Park Sinking 505-025 | \$ (11,576.68) | \$ 11,579.63 | \$ 2.95 | |
| TIF Projects 505-036 | \$ (1,110.49) | \$ 1,111.23 | \$ 0.74 | |
| Elm. Cem. Found. 505168 | \$ (16,606.34) | \$ 16,580.56 | \$ (25.78) | \$30 Cem Bi-Annual Fee + Int 4.22 |
| Civic Center Sink 505179 | \$ (1,829.02) | \$ 1,829.41 | \$ 0.39 | |
| Walk/Bike 5482-7 | \$ (3,441.16) | \$ 3,442.68 | \$ 1.52 | |
| CITIZENS BANK & TRUST | | | | |
| Consumer Dep 102-415 | \$ (54,200.71) | \$ 54,700.71 | \$ 500.00 | |
| Cafeteria 125 102-407 | \$ (17,405.74) | \$ 16,820.74 | \$ (585.00) | |
| Health Ded 102-482 | \$ (241,685.36) | \$ 147,775.62 | \$ (93,909.74) | Regional Care Activity RE Deductible + \$100,000 ICS |
| 25% Infrast 102-342 | \$ (143,890.22) | \$ 62,910.21 | \$ (80,980.01) | 25% Infrast Deposit + \$90,000 to ICS |
| Cemetery Sav 753-122 | \$ (14,708.90) | \$ 14,714.16 | \$ 5.26 | |
| Park Aluminum 772682 | \$ (4,945.97) | \$ 5,206.35 | \$ 260.38 | Alum Cans |
| General TCD 109366 | \$ (63,413.84) | \$ 63,413.84 | \$ - | |
| General TCD 109367 | \$ (63,402.41) | \$ 63,402.41 | \$ - | |

| | | | | |
|--------------------------|-------------------|-----------------|-----------------|---|
| Light ICS 103217 | \$ (998,018.98) | \$ 702,215.19 | \$ (295,803.79) | Int \$2,196; \$498,000 to NE Class; \$200,000 Heritage to ICS |
| Water ICS 103225 | \$ (132,415.24) | \$ 166,776.55 | \$ 34,361.31 | Int \$361; \$66,000 To NE Class; \$100,000 Heritage to ICS |
| Sewer ICS 103241 | \$ (342,112.44) | \$ 271,894.40 | \$ (70,218.04) | Int. \$782; \$171,000 to NE Class; \$100,000 Heritage to ICS |
| General ICS 103209 | \$ (1,319,339.71) | \$ 679,781.95 | \$ (639,557.76) | Int \$2,656; \$659,000 to NE Class; 504684 to General ICS \$16,786 |
| Building ICS 103233 | \$ (48,788.66) | \$ 24,887.57 | \$ (23,901.09) | Int \$99; \$24,000 to NE Class; |
| Fire ICS 103268 | \$ (59,577.75) | \$ 29,696.82 | \$ (29,880.93) | Int \$120; \$30,000 to NE Class; |
| Ambulance ICS 103276 | \$ (236,705.90) | \$ 119,182.00 | \$ (117,523.90) | Int \$476; \$118,000 to NE Class; |
| Park ICS 103284 | \$ (87,621.04) | \$ 43,796.46 | \$ (43,824.58) | Int \$175; \$44,000 to NE Class; |
| Police ICS 103292 | \$ (29,925.83) | \$ 2,066.64 | \$ (27,859.19) | Int \$56; \$15,000 to NE Class; \$10,346 from ICS for Motorola Invoice; \$ 2,569 from ICS for Platte Valley Comm; |
| Keno ICS 103314 | \$ (73,894.76) | \$ 67,071.44 | \$ (6,823.32) | Int 177; \$37,000 to NE Class; 504409 to ICS \$30,000; |
| Street ICS 103349 | \$ (81,888.11) | \$ 41,052.37 | \$ (40,835.74) | Int \$164; \$41,000 to NE Class; |
| Library ICS 103365 | \$ (76,970.09) | \$ 33,168.73 | \$ (43,801.36) | Int \$152; \$39,000 to NE Class; \$4,953 Library LED Lights; |
| Senior Center ICS 103373 | \$ (38,702.14) | \$ 18,778.18 | \$ (19,923.96) | Int \$76; \$20,000 to NE Class; |
| Redlg ICS 103381 | \$ (33,699.46) | \$ 96,842.68 | \$ 63,143.22 | Int \$143; \$17,000 to NE Class; #301465 to ICS \$80,000; |
| Pool ICS 103438 | \$ (29,910.17) | \$ 14,970.08 | \$ (14,940.09) | Int \$60; \$15,000 to NE Class; |
| Cemetery ICS 103446 | \$ (51,634.83) | \$ 25,738.00 | \$ (25,896.83) | Int \$103; \$26,000 to NE Class; |
| 25% Infrastructure ICS | \$ (106,500.27) | \$ 196,934.52 | \$ 90,434.25 | Int \$434; #102342 to ICS \$90,000 |
| Sales Tax ICS 103462 | \$ (134,341.96) | \$ 13,475.24 | \$ (120,866.72) | Int \$133; \$121,000 to NE Class; |
| Health Ded ICS 102-482 | \$ - | \$ 100,094.96 | \$ 100,094.96 | Int 95; #102482 to ICS \$100,000; |
| HERITAGE BANK | | | | |
| UB ACH 411025 | \$ (572,656.44) | \$ 261,365.01 | \$ (311,291.43) | UB ACH Deposit |
| NPAIT INVESTMENTS | | | | |
| Light #23251-101 | \$ (455,162.49) | \$ 456,376.70 | \$ 1,214.21 | ALL INTEREST |
| Water #23251-102 | \$ (150,708.69) | \$ 151,109.45 | \$ 400.76 | |
| General #23251-104 | \$ (455,144.56) | \$ 456,358.77 | \$ 1,214.21 | |
| Sewer #23251-106 | \$ (200,629.20) | \$ 201,030.06 | \$ 400.86 | |
| Fire #23251-107 | \$ (86,294.69) | \$ 86,637.80 | \$ 343.11 | |
| Ambulance #23251-108 | \$ (152,520.88) | \$ 153,127.25 | \$ 606.37 | |
| Park #23251-109 | \$ (92,315.27) | \$ 92,682.32 | \$ 367.05 | |
| Library #23251-110 | \$ (50,171.36) | \$ 50,370.83 | \$ 199.47 | |
| Keno #23251-111 | \$ (101,346.11) | \$ 101,749.07 | \$ 402.96 | |
| Redlg #23251-112 | \$ (50,171.36) | \$ 50,370.83 | \$ 199.47 | |
| Fire Station #23251-201 | \$ (2,015,546.61) | \$ 2,023,560.11 | \$ 8,013.50 | |

| NEBRASKA CLASS | | | | |
|---------------------------|----|------------------------|-------------------------|-----------------------|
| Lights 01-0005-0001 | \$ | - | \$ 499,387.92 | Int \$1,388; From ICS |
| Water 01-0005-0002 | \$ | - | \$ 66,183.94 | Int \$184; From ICS |
| Sewer 01-0005-0003 | \$ | - | \$ 171,476.58 | Int \$477; From ICS |
| General 01-0005-0004 | \$ | - | \$ 660,836.63 | Int \$1,837; From ICS |
| Street 01-0005-0005 | \$ | - | \$ 41,114.27 | Int \$114; From ICS |
| Fire 01-0005-0006 | \$ | - | \$ 30,083.61 | Int \$84; From ICS |
| Police 01-0005-0007 | \$ | - | \$ 15,041.80 | Int \$42; From ICS |
| Fire Station Construction | \$ | - | \$ - | |
| 01-0005-0008 | \$ | - | | |
| Cemetery 01-0005-0009 | \$ | - | \$ 26,072.46 | Int \$72; From ICS |
| Ambulance 01-0005-0010 | \$ | - | \$ 118,328.86 | Int \$329; From ICS |
| Park 01-0005-0011 | \$ | - | \$ 44,122.63 | Int \$123; From ICS |
| Library 01-0005-0012 | \$ | - | \$ 39,108.69 | Int \$109; From ICS |
| Keno 01-0005-0013 | \$ | - | \$ 37,103.12 | Int \$103; From ICS |
| Sales Tax 01-0005-0014 | \$ | - | \$ 121,337.23 | Int \$337; From ICS |
| 25% Infrac. 01-0005-0015 | \$ | - | \$ - | |
| Sales Tax (Fire Station) | \$ | - | \$ - | |
| 01-0005-0016 | | | | |
| REDLG 01-0005-0017 | \$ | - | \$ 17,047.38 | Int \$47; From ICS |
| ARPA 01-0005-0018 | \$ | - | \$ - | |
| Building Sinking | \$ | - | \$ 24,066.89 | Int \$67; From ICS |
| 01-5000-0019 | | | | |
| Swimming Pool | \$ | - | \$ 15,041.80 | Int \$42; From ICS |
| 01-0005-0020 | | | | |
| Senior Center | \$ | - | \$ 20,055.74 | Int \$56; From ICS |
| 01-5000-0021 | | | | |
| Health Ded 01-5000-0022 | \$ | - | | |
| | | | | |
| CITY FUND TOTAL | \$ | (10,898,639.63) | \$ 11,053,358.04 | \$ 154,718.41 |



City of St. Paul, Nebraska

704 6th Street • St. Paul, NE 68873

Phone (308) 754-4483

As of March 31, 2023

Homestead Bank

| | |
|--|-----------------|
| Checking (NOW) 300-100-027..... | \$ 1,026,701.39 |
| City Sales Tax (Checking) 300-300-277..... | \$ 48,139.10 |
| St. Paul Civic Center (MMDA) 300-300-749..... | \$ 311.18 |
| City REDLG (Secure Plus) 300-301-465..... | \$ 61,878.30 |
| American Rescue Plan (ARP) Funds 300-303-057..... | \$ 254,780.58 |
| Water Treatment Plant (Bond Reserve) (MMDA) 300-504-189..... | \$ 7,407.77 |
| Keno (MMDA) 300-504-409..... | \$ 68,371.61 |
| Sales Tax (P.I.) 300-504-420..... | \$ 325,724.08 |
| Pool Construction (MMDA) 300-504-442..... | \$ 13,900.85 |
| Premium Investment (P.I.) 300-504-684..... | \$ - |
| General Equipment Sinking (MMDA) 300-504-805..... | \$ 13,272.60 |
| Sewer Building & Equipment Fund (MMDA) 300-504-849..... | \$ 19,238.98 |
| Police Equipment Fund (MMDA) 300-504-860..... | \$ 15,842.99 |
| Senior Center Fund (MMDA) 300-504-882..... | \$ 8,339.80 |
| Brick Account (MMDA) 300-504-915..... | \$ 2,024.18 |
| Library Maintenance Reserve (MMDA) 300-504-970..... | \$ 5,336.11 |
| Light Sinking Fund (MMDA) 300-504-981..... | \$ 11,729.21 |
| Fire Sinking Fund (MMDA) 300-504-992..... | \$ 7,481.80 |
| EMT Sinking Fund (MMDA) 300-505-003..... | \$ 7,896.86 |
| Street Sinking Fund (MMDA) 300-504-014..... | \$ 11,921.57 |
| Park Equipment Sinking Fund (MMDA) 300-505-025..... | \$ 11,579.63 |
| TIF Projects (MMDA) 300-505-036..... | \$ 1,111.23 |
| St. Paul Elmwood Cemetery Foundation (MMDA) 300-505-168..... | \$ 16,580.56 |
| Civic Center Sinking Fund (MMDA) 300-505-179..... | \$ 1,829.41 |
| Walk/Bike Trail (Savings) 300054827..... | \$ 3,442.68 |

Citizens Bank & Trust

| | |
|--|---------------|
| Consumer Deposit Fund (Checking) 102415..... | \$ 54,700.71 |
| Cafeteria 125 (NOW) 102407..... | \$ 16,820.74 |
| Health Deductible Account (NOW) 102482..... | \$ 147,775.62 |
| Sales Tax Infrastructure (NOW) 102342..... | \$ 62,910.21 |
| Cemetery (Savings) 753122..... | \$ 14,714.16 |
| City Park Aluminum Improvement (Savings) 772682..... | \$ 5,206.35 |
| General (TCD) 109366 mat 11/15/23..... | \$ 63,413.84 |
| General (TCD) 109367 mat 11/15/23..... | \$ 63,402.41 |
| Lights (ICS MMA) 103217..... | \$ 702,215.19 |
| Water (ICS MMA) 103225..... | \$ 166,776.55 |
| Sewer (ICS MMA) 103241..... | \$ 271,894.40 |
| General (ICS MMA) 103209..... | \$ 679,781.95 |
| Building (ICS MMA) 103233..... | \$ 24,887.57 |
| Fire (ICS MMA) 103268..... | \$ 29,696.82 |



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



| | | |
|--|----|------------|
| Ambulance (ICS MMA) 103276..... | \$ | 119,182.00 |
| Park (ICS MMA) 103284..... | \$ | 43,796.46 |
| Police (ICS MMA) 103292..... | \$ | 2,066.64 |
| Keno (ICS MMA) 103314..... | \$ | 67,071.44 |
| Streets (ICS MMA) 103349..... | \$ | 41,052.37 |
| Library (ICS MMA) 103365..... | \$ | 33,168.73 |
| Senior Center (ICS MMA) 103373..... | \$ | 18,778.18 |
| Red Leg (ICS MMA) 103381..... | \$ | 96,842.68 |
| Pool (ICS MMA) 103438..... | \$ | 14,970.08 |
| Elmwood Cemetery (ICS MMA) 103446..... | \$ | 25,738.00 |
| 25% Sales Tax Infrastructure (ICS MMA) 102342..... | \$ | 196,934.52 |
| City Sales Tax 103462 (ICS Bus. Int.)..... | \$ | 13,475.24 |
| Health Deductible Account (ICS MMA) 102482..... | \$ | 100,094.96 |

Heritage Bank

| | | |
|--------------------------------|----|------------|
| ACH Account (MMDA) 411025..... | \$ | 261,365.01 |
|--------------------------------|----|------------|

NPAIT Funds

| | | |
|---------------------------------|----|--------------|
| Light Funds 23251-101..... | \$ | 456,376.70 |
| Water Funds 23251-102..... | \$ | 151,109.45 |
| General Funds 23251-104..... | \$ | 456,358.77 |
| Sewer Funds 23251-106..... | \$ | 201,030.06 |
| Fire Funds 23251-107..... | \$ | 86,637.80 |
| Ambulance Funds 23251-108..... | \$ | 153,127.25 |
| Park Funds 23251-109..... | \$ | 92,682.32 |
| Library Funds 23251-110..... | \$ | 50,370.83 |
| Keno Funds 23251-111..... | \$ | 101,749.07 |
| REDLG Funds 23251-112..... | \$ | 50,370.83 |
| New Fire Station 23251-201..... | \$ | 2,023,560.11 |

NEBRASKA CLASS

| | | |
|---|----|------------|
| Lights 01-0005-0001..... | \$ | 499,387.92 |
| Water 01-0005-0002..... | \$ | 66,183.94 |
| Sewer 01-0005-0003..... | \$ | 171,476.58 |
| General 01-0005-0004..... | \$ | 660,836.63 |
| Street 01-0005-0005..... | \$ | 41,114.27 |
| Fire 01-0005-0006..... | \$ | 30,083.61 |
| Police 01-0005-0007..... | \$ | 15,041.80 |
| Fire Station Construction 01-0005-0008..... | \$ | - |
| Cemetery 01-0005-0009..... | \$ | 26,072.46 |
| Ambulance 01-0005-0010..... | \$ | 118,328.86 |
| Park 01-0005-0011..... | \$ | 44,122.63 |
| Library 01-0005-0012..... | \$ | 39,108.69 |
| Keno 01-0005-0013..... | \$ | 37,103.12 |
| Sales Tax 01-0005-0014..... | \$ | 121,337.23 |
| 25% Infrastructure 01-0005-0015..... | \$ | - |
| Sales Tax (Fire Station) 01-0005-0016..... | \$ | - |
| REDLG 01-0005-0017..... | \$ | 17,047.38 |

| | | |
|---|----|----------------------|
| ARPA 01-0005-0018..... | \$ | - |
| Building Sinking Fund 01-0005-0019..... | \$ | 24,066.89 |
| Swimming Pool 01-0005-0020..... | \$ | 15,041.80 |
| Senior Center 01-0005-0021..... | \$ | 20,055.74 |
| Health Deductible 01-0005-0022..... | \$ | - |
| Total City Funds..... | | \$ 11,053,358.04 |



 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 | \$ 374,386.71 | \$ (418,135.32) | \$ (43,748.61) | |
| December 31, 2022 | \$ 1,219,877.23 | \$ (1,318,805.33) | \$ (98,928.10) | |
| January 31, 2023 | \$ 2,530,276.22 | \$ (2,401,987.55) | \$ 128,288.67 | |
| February 28, 2023 | \$ 969,613.97 | \$ (1,030,773.92) | \$ (61,159.95) | |
| March 31, 2023 | \$ 2,441,548.61 | \$ (2,746,378.14) | \$ (304,829.53) | |
| April 30, 2023 | | | \$ - | |
| May 31, 2023 | | | \$ - | |
| June 30, 2023 | | | \$ - | |
| July 31, 2023 | | | \$ - | |
| August 31, 2023 | | | \$ - | |
| September 30, 2023 | | | \$ - | |
| Grand Total | \$ 7,999,868.03 | \$ (8,621,652.62) | \$ (621,784.59) | |
| Deposit & Checks Monthly Total (Shared) | | | | |

City of St Paul
Special Council Minutes
Wastewater Treatment Facility (WWTF) Construction Progress Meeting

Wednesday, April 12, 2023 at 1:30 p.m.

A special meeting of the Mayor and City Council of the City of St. Paul, Nebraska was held at City Hall in said City on Wednesday, April 12, 2023 at 1:30 p.m. Present were Councilmembers: Katie Kowalski, Chuck Schmid and Bill Peters. Absent: Mayor Joel M. Bergman and Council member Mike Feeken. Also, in attendance were: Jerry Rutjens (Rutjens Construction), Brian Friedrichsen (Olsson), Utilities Superintendent Matt Helzer, City Clerk Connie Jo Beck, Water Commission Jeremy Gorecki, Sewer Operator Trae Anderson and Water Operator Dillon Paczosa. 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.

Council member Kowalski opened the special meeting at 1:30 p.m. per the authorization of Mayor Bergman, along with 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.

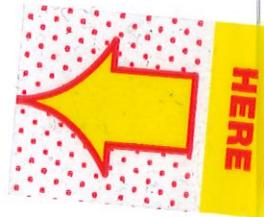
The purpose of the meeting was regarding the City of St. Paul Wastewater Treatment Facility (WWTF) Construction progress meeting. Topics included (1) Project Status; (2) Construction Schedule and Shop Drawings; (3) Pay Request and Change Order; (4) Miscellaneous discussion items; and (5) the next Wastewater Treatment Facility (WWTF) Construction progress meeting date will be held on Wednesday, May 24, 2023 at 1:30 p.m.

There was no further business to come before this session of the Council; Council member Kowalski adjourned at 1:58 p.m.

DATE: _____

Joel M. Bergman, Mayor

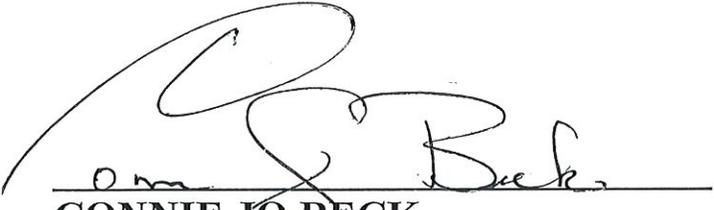
Connie Jo Beck, City Clerk/Deputy Treasurer



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 **WEDNESDAY, APRIL 12, 2023** BEGINNING **AT 1:30 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 **WASTEWATER TREATMENT FACILITY (WWTF) CONSTRUCTION PROGRESS MEETING.** POSTED THIS 23RD DAY OF MARCH, 2023.



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)

Connie Beck

Subject: St. Paul WWTP Improvements - Progress Meeting
Location: City Hall

Start: Wed 4/12/2023 1:30 PM
End: Wed 4/12/2023 2:30 PM
Show Time As: Tentative

Recurrence: (none)

Organizer: Brian Friedrichsen

All,

Please forward this invite on to anyone else you would like in attendance.

Thanks,

Brian J. Friedrichsen, PE

Project Engineer / Civil

D 308.398.2946

C 308.750.4326

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



Follow Us: [Facebook](#) / [Twitter](#) / [Instagram](#) / [LinkedIn](#) / [YouTube](#)

[View Legal Disclaimer](#)

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

Monday, April 17, 2023

A meeting of the Mayor and City Council of the City of St. Paul, Nebraska was held at City Hall in said City on Monday, April 17, 2023, 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.

Two (2) nuisance hearings were scheduled for tonight's Council meeting: (1) 1220 Farnum Street, more legally described as Lot Eight (8), Nine (9) and the West 10' feet of Lot Ten (10), Block Five (5), Military Addition, Howard County, St. Paul, NE and (2) 1520 Paul Street, more legally described as Part Lot Eleven (11), Aleshires Subdivision, Howard County, St. Paul, NE. The Mayor and Councilmembers heard brief testimony from both parties regarding the condition of their nuisance. At the conclusion of the nuisance hearing, Council member Kowalski moved to table 1220 Farnum Street until Monday, May 1, 2023. This is due to the Council requesting pictures of the property, so that they can make a determination to move forward with the nuisance process. Council member Feeken seconded the motion. Council members Kowalski, Schmid, Feeken & Peters voted aye, nays none. Motion carried 4/0.

Per Chief of Police Dan Howard, nuisance property 1520 Paul Street has made tremendous progress and will continue to remedy the problem, therefore the City Council decided not to move forward with the nuisance process.

Next on the agenda for discussion is how the public improvement cost pertaining to the Middle Loup Subdivision is going to be absorbed by public funds; the project cost is approximately \$4 million. It was questioned whether there were earthwork and tree removal cost in the Middle Loup Subdivision bid; there is land preparation (earthwork) and tree removal/clearing bid cost in both Phase I and Phase II estimates. The entire Middle Loup Subdivision project will be completed at one (1) time, so that the St. Paul Development Corp. (SPDC) isn't limited on what they can sell. Council member Schmid moved to approve the City utilizing \$1.5 million of City reserves to draw the cost of the bond down, and then bond out the \$2.5 million. Tax Increment Financing (TIF) will be utilized to pay off the project improvements for fifteen (15) years. Council member Feeken seconded the motion. Council members Kowalski, Schmid, Feeken & Peters voted aye, nays none. Motion carried 4/0.

LeeAnn Jochum, Deputy Director of the South Central Economic Development District (SCEDD) provided an overview of the \$1 million Rural Workforce Land Development (RWLD) grant that the City recently was awarded. SCEDD assisted the City with the grant application process. SCEDD will be assisting in the grant administration and project administration with the other communities in SCEDD's area that were also awarded grant funds, and identified their ability to assist the City as well. Ms. Jochum indicated that there are still many outstanding questions and issues that the State has not addressed pertaining to compliance with federal and state regulations, procurement and reporting requirements. SCEDD is willing to assist the City with both grant administration and project administration for the grant. Ms. Jochum outlined the scope of work SCEDD could perform. The City would be billed for actual work performed by SCEDD as determined by the City, with a cap of 4% for grant administration and 6% for project administration. Work performed by SCEDD regarding this grant would be eligible for reimbursement from grant funds. The contract for SCEDD's grant administration on the City's Contract No. 22-RWLD-006 was provided to the City Council. The contract for the project administration will be provided to the City prior to the May 1 City Council meeting. Council member Schmid moved to approve the SCEDD Professional Service/Consultant Agreement for Grant Administration of Contract No. 22-RWLD-006, with the stipulation that City Attorney Jason White approves the contract. Council member Kowalski seconded the motion. Council members Kowalski, Schmid, Feeken & Peters voted aye, nays none. Motion carried 4/0. SCEDD's Rural Workforce Land Development Project Management contract will be considered at the Council meeting on Monday, May 1, 2023 at 6:30 p.m. St. Paul Development Corp. (SPDC) Executive Director Dream Solko indicated that she will also be able to assist with the project administration until July 1, 2023 until she leaves her position with the SPDC.

Council member Feeken moved to approve Emily Vanis to the LB840 Citizens Advisory Review Committee (CARC) effective immediately, with the stipulation that she meets the qualification of a registered voter. Council member Schmid seconded the motion. Council members Kowalski, Schmid, Feeken & Peters voted aye, nays none. Motion carried 4/0. Tyler Eberle

resigned from the CARC Board, in transitioning to the St. Paul Development Corp. (SPDC) Board as a Board member.

Council member Schmid moved to approve Consent Agenda Items: (1) April 3, 2023 (regular) Council minutes; (2) zoning minutes of April 10, 2023, (3) April 17, 2023, disbursements; and (4) private well permit for Andrew Wilshusen at 1528 Indian Street. Council member Peters seconded the motion. Council members Kowalski, Schmid, Feeken & Peters voted aye, nays none. Motion carried 4/0.

Disbursements April 17, 2023

| | |
|--|-----------|
| 911 Custom (uniform) | 1111.00 |
| AED Market (supplies) | 673.75 |
| Amazon Capital Svcs (books) | 132.29 |
| American Legal Publishing (service) | 49.50 |
| Aurora Coop (fuel) | 1942.33 |
| Black Hills Energy (natural gas) | 2564.33 |
| Bound Tree (supplies) | 637.29 |
| Central District Health Dept (lab) | 126.00 |
| Charter/Spectrum (service) | 127.95 |
| City Lights (utilities) | 9263.10 |
| Clearfly (service) | 193.39 |
| COR Managed Services (service) | 1376.00 |
| Custer County Recycling (service) | 22.60 |
| Eakes Office Solutions (service) | 58.46 |
| Ebsco Mags (magazines) | 414.87 |
| Elmwood Cemetery (cemetery) | 100.00 |
| Entech Pest Mgmt (service) | 91.80 |
| First Concord Benefits (insurance) | 112.00 |
| Galls (supplies) | 50.27 |
| GB Auto Service (repair) | 10.80 |
| Heartland Disposal (service) | 6320.18 |
| Heritage Bank (fee) | 25.00 |
| Homestead Bank (fees) | 40.00 |
| Homestead Bank (Wire Fee) Bond Pymt \$1,220,000 (wire fee) | 8.00 |
| Homestead Bank Bad Check Fee (Paxton) (fee) | 3.00 |
| Homestead Bank Bad Check Fee (Cardenas) (fee) | 3.00 |
| Hometown Market (supplies) | 10.76 |
| Howard County Register of Deeds (fees) | 20.00 |
| Howard Greeley RPPD (utilities) | 141251.34 |
| Itron (service) | 2092.05 |
| Jim's Champlin (fuel) | 1665.58 |
| John Deere Financial (supplies) | 84.16 |
| Kelly Supply Co (supplies) | 73.30 |

| | |
|--|----------|
| Koziol Upholstering (service) | 567.50 |
| Loup Valley Supply (oil) | 12.30 |
| Mid-Nebraska Disposal (service) | 4272.44 |
| Municipal Supply of NE (supplies) | 3434.93 |
| NE Municipal Power Pool (dues) | 1170.64 |
| NE Dept of Revenue Sales & Use Tax Submittal (tax) | 13443.02 |
| Novus Glass (repair) | 93.00 |
| One Call Concepts (service) | 26.32 |
| Open Caret (service) | 200.00 |
| Parts Bin (supplies) | 631.49 |
| Petty Cash (reimb, postage, service) | 30.51 |
| Phonograph Herald (publish) | 713.36 |
| PIP Marketing (checks) | 289.77 |
| Schaper & White (service) | 500.00 |
| St Paul Public School (supplies) | 457.30 |
| Stryker Sales (service) | 8132.20 |
| Sweet Shoppe (refreshments) | 60.99 |
| TASC (fees) | 225.36 |
| Triple T Disposal (service) | 39.00 |
| US Post Office (postage) | 625.00 |
| Wells Plumbing (service) | 516.59 |

Non-General Disbursements

| | |
|---|---------|
| Elmwood Cemetery Savings to Wells Plumbing (well rig fee) | 1583.27 |
|---|---------|

Utilities Superintendent Helzer updates: (1) Chief of Police Dan Howard had six (6) nuisances that need to be addressed; a nuisance letter was given to the six (6) property owners. They will be discussed on Monday, May 1, 2023 at 6:30 p.m.; (2) St. Paul Swimming Pool pump will be shipped out on Wednesday, May 3, 2023 and arrive by Monday, May 8, 2023. The pump has been back ordered for the last 16 months.

Mayor Bergman updates: (1) the next City Council meeting will be on Monday, May 1, 2023 beginning at 6:30 p.m.; (2) an updated St. Paul Fire & EMS Roster was provided (there were no changes from January 17, 2023); (3) St. Paul Community Needs Survey results are in from the NE Public Power District (NPPD) Economic Development Consultant Lyndsy Jenness; (4) please view the March 2023 Revenue and Expenditure Guideline at the City Office; (5) the City of St. Paul is in the process of going out for General Liability, Property, Workman's Comp. insurance bids; (6) Wastewater Treatment Facility (WWTF) Construction Project meeting minutes of Wednesday, April 12, 2023 (see attached); (7) the City Police Department verbally received a 30 day resignation from Police Officer Jade Stethem; the City will need a written resignation from Police Officer Stethem; (8) Wastewater Treatment Facility (WWTF) window issue; windows came in with incorrect measurements. This will be discussed at a future Council meeting; and

(9) Fiber Nebraska had a meeting with Mayor Bergman and City Clerk Beck regarding placing fiber in St. Paul.

Mayor Bergman stated that there will be a City of St. Paul "Spring Cleanup" on Monday, April 24, 2023 beginning early morning.

Council member Kowalski moved to go into Closed Session at 8:13 p.m. regarding strategy session with respect to real estate purchase regarding the Howard County property. Also invited to go into closed session other than the Mayor and Council members were City Clerk Connie Jo Beck and Utilities Superintendent Matt Helzer. Council member Peters seconded the motion. A motion has been made and seconded to go into Closed Session regarding strategy session with respect to real estate purchase. There was no discussion. The pending motion is to go into Closed Session regarding strategy session with respect to real estate purchase. Council members Kowalski, Schmid, Feeken & Peters voted aye, nays none. Motion carried 4/0. Mayor Bergman adjourned the closed session at 8:22 p.m., with no action.

Mayor Bergman adjourned the City Council meeting at 8:23 p.m.

Date

Joel M. Bergman, Mayor

Connie Jo Beck, City Clerk/Deputy Treasurer

St. Paul Planning Commission

April 24, 2023

Meeting Minutes

A meeting of the St. Paul Planning Commission was convened in open and public session on the 24th day of April, 2023 in the Council Chambers at the City office, 704 6th Street, St. Paul, Nebraska.

Chairman Jerry Woodgate called the meeting to order at 12:01 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 published in the Phonograph Herald, a legal newspaper in Howard County, Nebraska. 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 members absent: Tony Walch. Also present Zoning Administrator Matt Helzer, Laura Berthelsen (minutes).

Commission member Becker moved to approve the April 10, 2023 meeting minutes. Commission member Jacobs seconded the motion. Commission members Becker, Jacobs, Solko, and Woodgate voted aye, nays none. Motion carried 4/0.

Zoning Administrator Helzer presented the following zoning permit applications:

- (a) 2023-11 Brad Markvicka – fence at 924 Sheridan Street
- (b) 2023-12 Mark Lucht – fence at 315 Nelson Street
- (c) 2023-13 Mark Starkey – duplex at 1514 / 1516 5th Street
- (d) 2023-14 John & Ellen Keller – shed at 411 4th Street
- (e) 2023-15 JSS Enterprise, LLC – fence at 310 6th Street

Commission member Solko moved to approve Zoning Permit applications 2023-11 through 2023-15. 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 will be May 22, 2023 at 12:00 p.m. (noon)

Chairman Woodgate adjourned the meeting at 12:10 p.m.

Sincerely,

Matthew T. Helzer
Zoning Administrator

Jerry Woodgate
Chairman

Laura Berthelsen
Planning Secretary

Zoning Classification B-2 Value \$ 2425 PERMIT NUMBER 2023-11
FEE \$25.00 CASH CHECK# CC PA 4/13/23

APPLICATION FOR A FENCE PERMIT

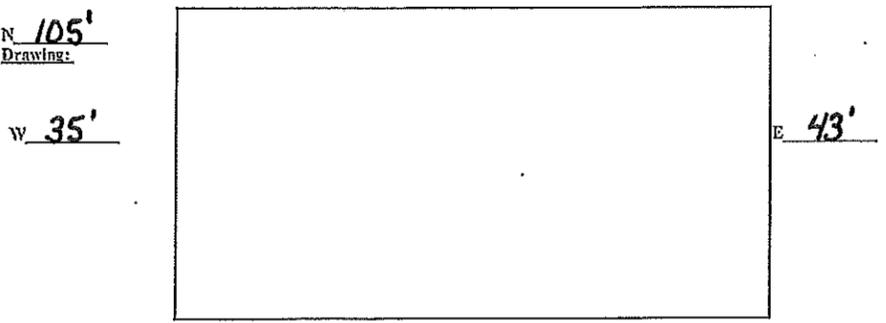
St. Paul, Nebraska: DIRECTIONS: Fill in the following information as accurately and completely as possible. This application is not acceptable unless all required information is furnished.

Property Owner Brad Markvicka Contractor American Fence
Address 924 Sheridan St Address 1605 N Shady Bend
City, State, Zip St Paul NE 68873 Phone Number 308-395-0793
Phone Number 308-750-1974 Cell Phone 308-249-7854
Complete Legal Description of the Property Lot 1 Butbt third add. to rd replat st Paul
Address of Fence Site 924 Sheridan Size & Kind 6' Vinyl
Replacement or New Fence: New Fence
Approximately when will the construction: Start APR 19 Finish APR 20
To Whom Should the Improvements be assessed? Brad Markvicka
Contact Utility Superintendent at (308) 754-4483 regarding Inspection Matt Helzer Date of visit 4-13-23
(Matt Helzer's signature)

Recommendations needed before approval: _____

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

Signature of Applicant [Signature] Date 4-11-23



For Office Use Only:
Permit is Approved _____ Denied on property line Date _____
Zoning Administrator
Reasons for Denial: _____

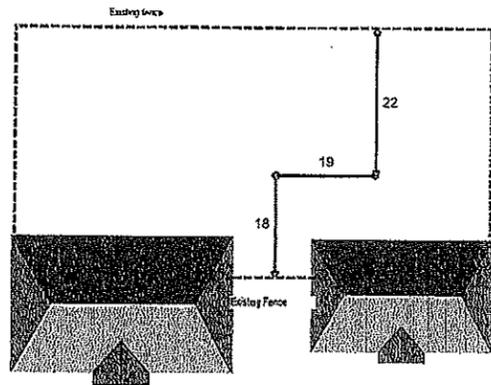
2023-11

AMERICAN FENCE COMPANY

St. Louis City Rochester Kansas City Omaha Lincoln Grand Island Sioux Falls Des Moines Wichita Iowa City
 ADDRESS 1605 N. Shady Bend Rd., Grand Island, NE 68802 SALESMAN Pat Donovan
 PH: (308) 395-0793

DATE 4/7/2023 PHONE: 308-750-1974 CELL _____
 CUSTOMER Brad Markvicka WORK _____
 PROJECT LOCATION: 924 Sheridan St.
 CITY St. Paul STATE NE ZIP 68873
 BILLING ADDRESS: _____ AFC JOB# _____
 CITY _____ STATE _____ ZIP _____
 EMAIL BMARKVICKA@HOTMAIL.COM

| PHONE 308-249-7856 | | |
|--------------------|--------|--------|
| PGRAR23-0174-B | | |
| STYLE DRAWING | HEIGHT | LENGTH |
| K373 | 6.0' | 59.0' |
| PROJECT TOTAL | | |



Fence style legend:
 This drawing is not to scale
 ■ vinyl

| GATE INFORMATION | | |
|-----------------------------|-----------------------------|--|
| <input type="checkbox"/> SS | <input type="checkbox"/> DD | |
| <input type="checkbox"/> SS | <input type="checkbox"/> DD | |
| <input type="checkbox"/> SS | <input type="checkbox"/> DD | |
| <input type="checkbox"/> SS | <input type="checkbox"/> DD | |

Fence Price \$2,425.18

| OPTIONAL ITEMS BELOW ARE NOT INCLUDED IN FENCE PRICE | |
|--|----------|
| ESTIMATED SURVEY | \$0.00 |
| SPRINKLER INS. | \$150.00 |
| DIRT HAUL | \$90.00 |
| OPTIONAL ITEMS SUB TOTAL | \$150.00 |

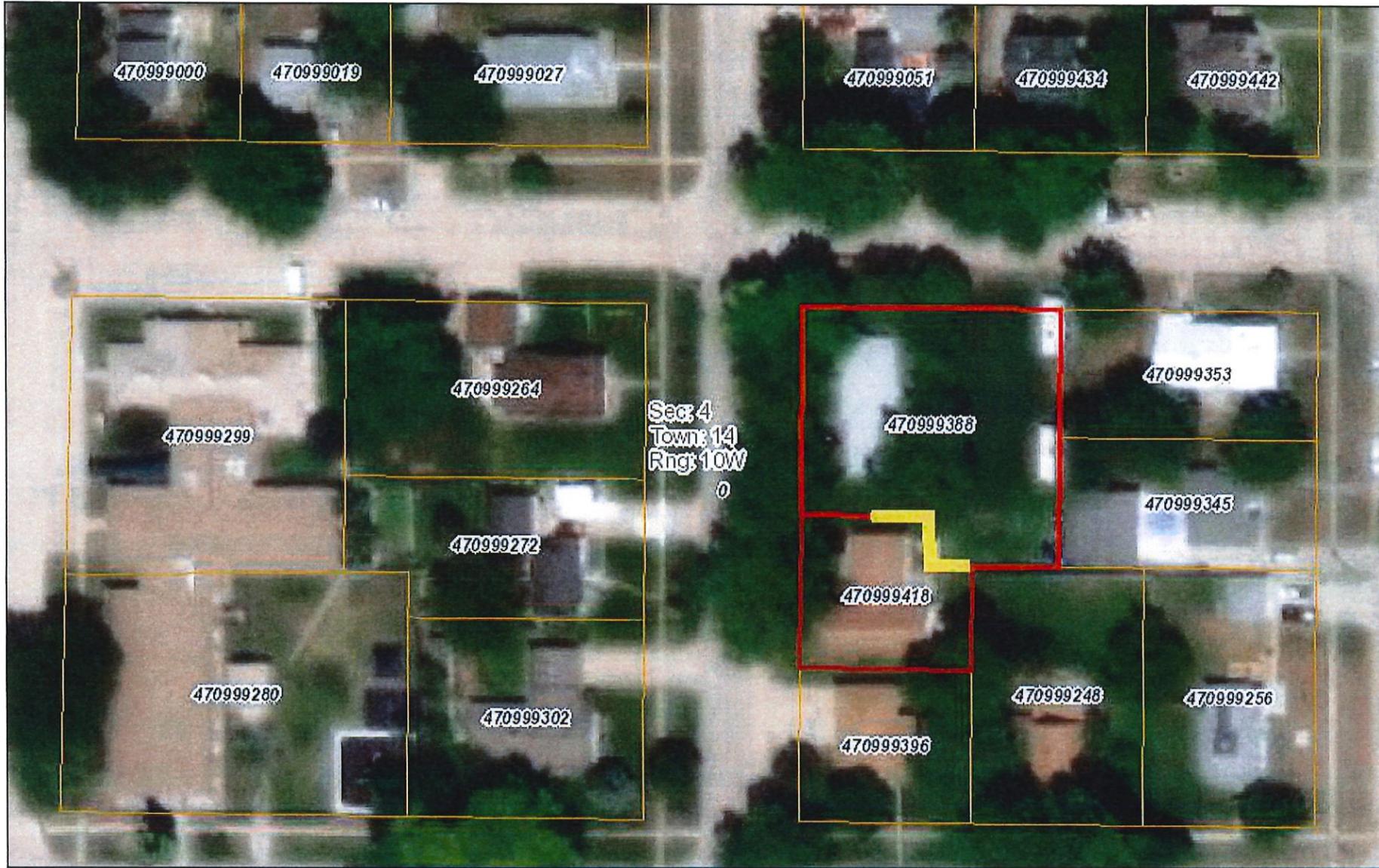
| | | |
|----------|--------|-------|
| OPTIONAL | DATE | _____ |
| | TYPE | _____ |
| | AMOUNT | _____ |

DESCRIPTION OF BRAD MARVICKA PROJECT QUOTE IS GOOD FOR 14 DAYS
 Fence 2: install 59' of 6' White Solid Privacy, post are set in wet cement.

On the back and or second page of this proposal are very important terms and conditions that we are requesting that you review. If you do not have these terms and conditions; do not execute and contact your sales rep. Upon your review, if you have any questions please contact us. After review and agreement, please sign below indicating that you have fully read, understood and agree with the terms and conditions stated above. We impose a surcharge of 3% on all credit cards that is not greater than our cost of acceptance.

| | | | |
|---|------------------|--|------------------|
| AFC REPRESENTATIVE: <i>Patrick Donovan</i> | DATE 4/7/2023 | CUSTOMER SIGNATURE: <i>Brad Markvicka</i> | DATE 4/7/2023 |
|---|------------------|--|------------------|

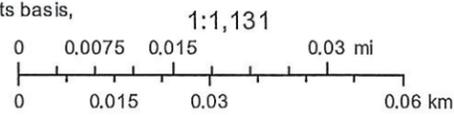
Please provide Billing Email Address: bmarkvicka@hotmail.com



April 13, 2023

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



Zoning Classification R-1 Value \$ 2,000.00

PERMIT NUMBER 2023-12
FEE \$25.00 CASH CHECK# 8470 CC
pd 4/14/23

APPLICATION FOR A FENCE PERMIT

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

Property Owner Mark Lucht Contractor Self

Address 315 Nelson St Address

City, State, Zip Saint Paul, NE 68873 Phone Number

Phone Number 308-750-1641 Cell Phone

Complete Legal Description of the Property Lot 5 + 5446' of 4 Block Kelly's Add.

Address of Fence Site 315 Nelson St. Size & Kind 6' wood

Replacement or New Fence: New

Approximately when will the construction: Start 4-26-23 Finish 9-30-23

To Whom Should the Improvements be assessed? Mark Lucht

Contact Utility Superintendent at (308) 754-4483 regarding Inspection Matt Helzer Date of visit 4-17-23
(Matt Helzer's signature)

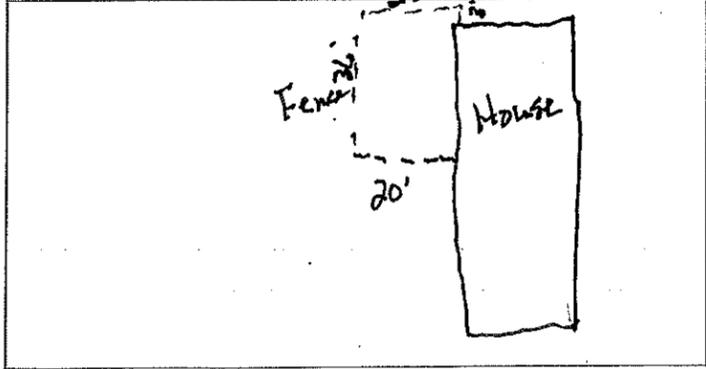
Recommendations needed before approval:

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

Signature of Applicant: Mark Lucht Date 4-14-23

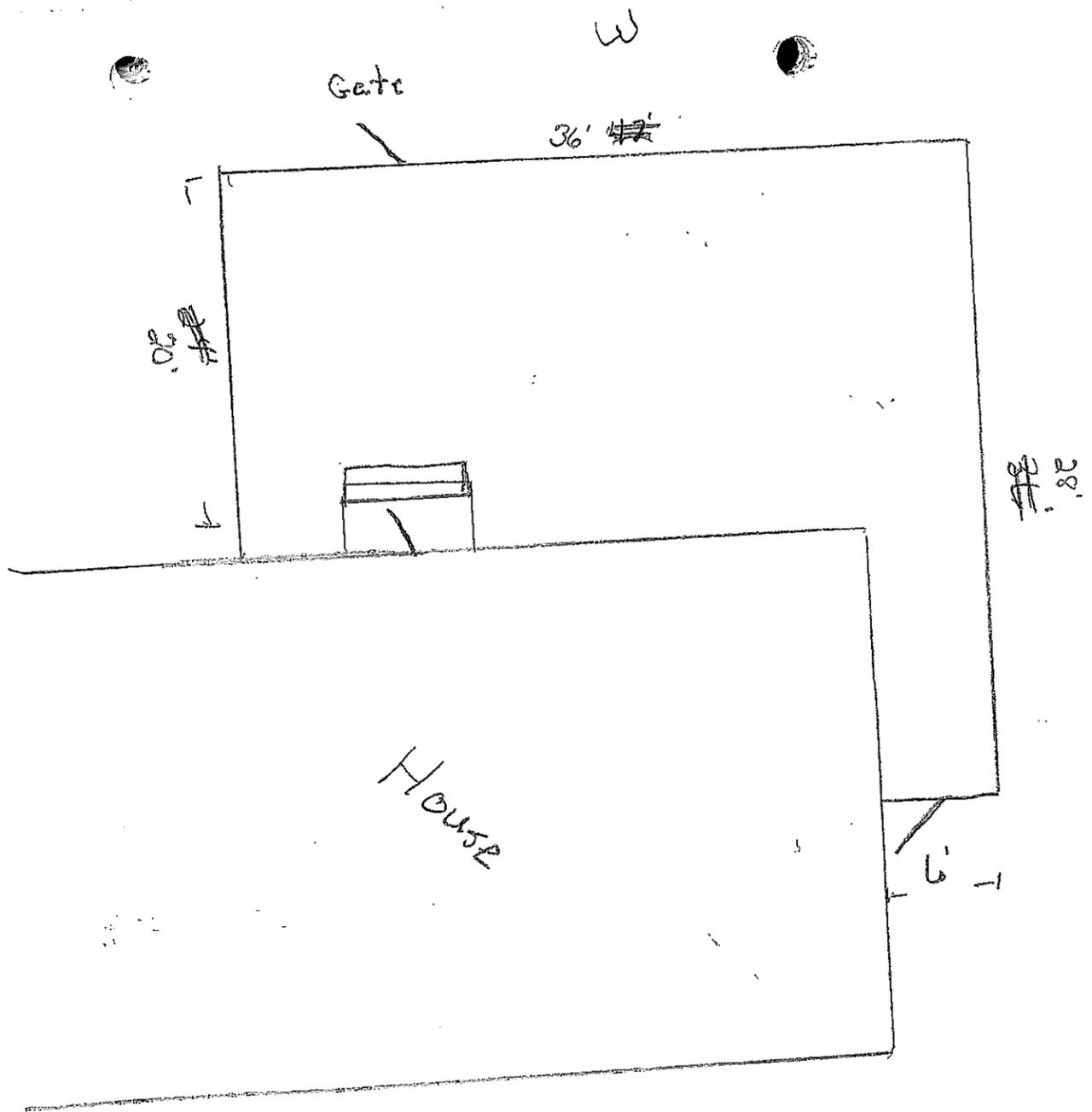
N 16'
Drawing:

W 44'



For Office Use Only: Permit is Approved Denied s 65 Date
Zoning Administrator

Reasons for Denial:

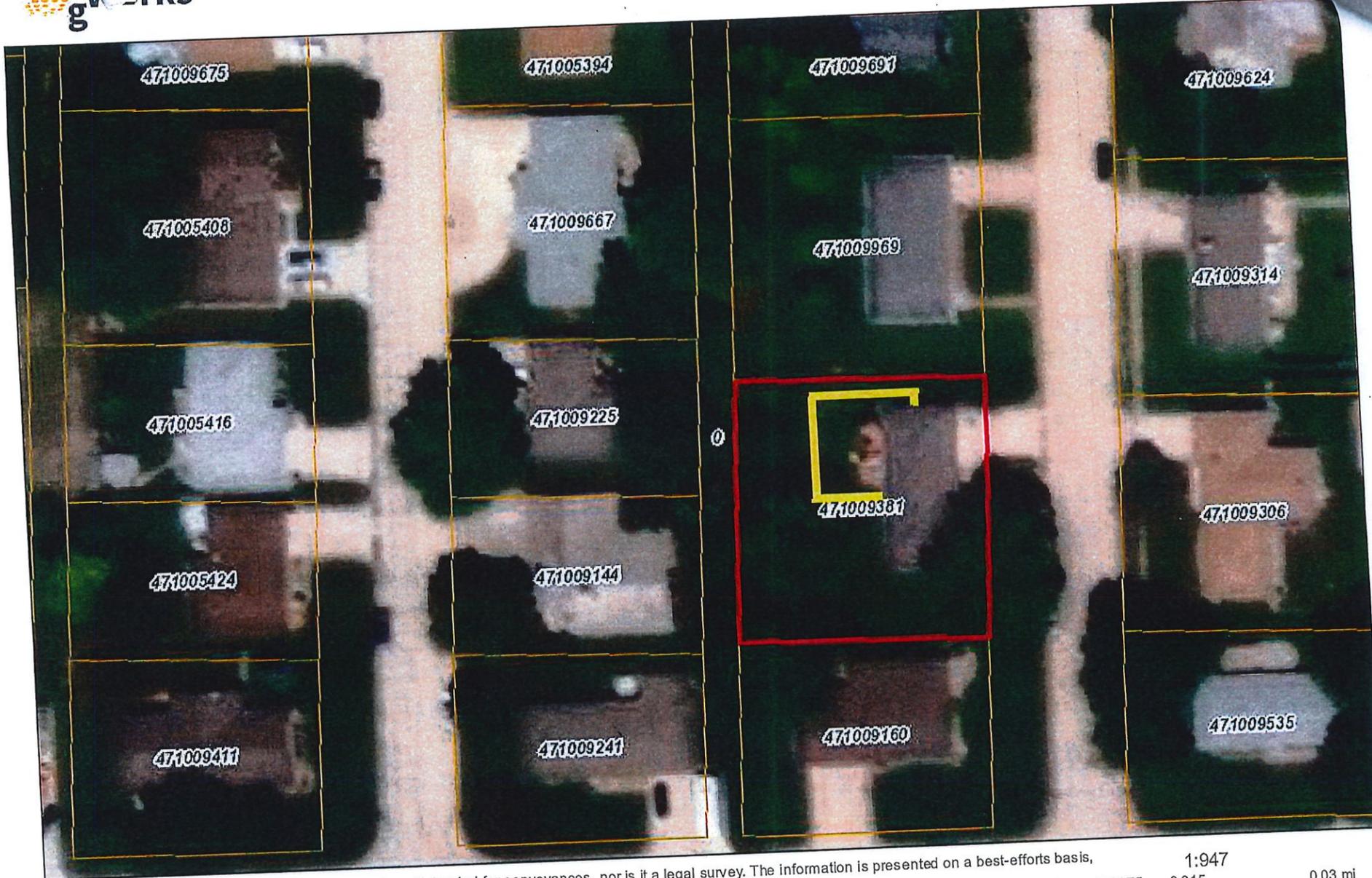


6' Vinyl Fence

N

2013-12

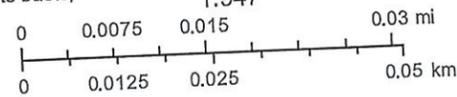
Nelson Street E



April 4, 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.

1:947



□ Parcels

Zoning Classification R-2 Value \$ 400,000.00 PERMIT NUMBER 2023-13
Please call 811 before completing form FEE \$25.00 CASH CHECK# 1335
pd 4/17/23

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 Mark Starkey Contractor Starkey Construction
Address 121 Jansen Circle St Paul Address 121 Jansen Circle
City, State, Zip St. Paul, NE 68873 Phone Number 308-750-7988
Phone Number 308 750 -7968 Cell Phone _____
Complete Legal Description of the Property Lots 5/6 Prairie Falls Subdivision
Address of Construction Site 1514 and 1516 5th Street
(If none, one must be registered with City of St. Paul) In the Flood plain? NO

Proposed Structure Single Family Att. Dwelling Dimension of Structure 80 x 60
Distance from Front property line 30' / 20 to Porch Distance from Rear Property Line 41' 11"
Distance from Side Property Line 7' 6" Distance from Second Side Line 7' 6"
Is there a utility easement on any side of the property? Back.

Approximately when will construction Start May 2 2023 Finish June 1 2024

Contact Utility Superintendent at (308) 754-4483 regarding Set-Back Inspection. Matt Helzer Date of visit 4-17-23
(Matt Helzer's signature)

Recommendations needed before approval: _____

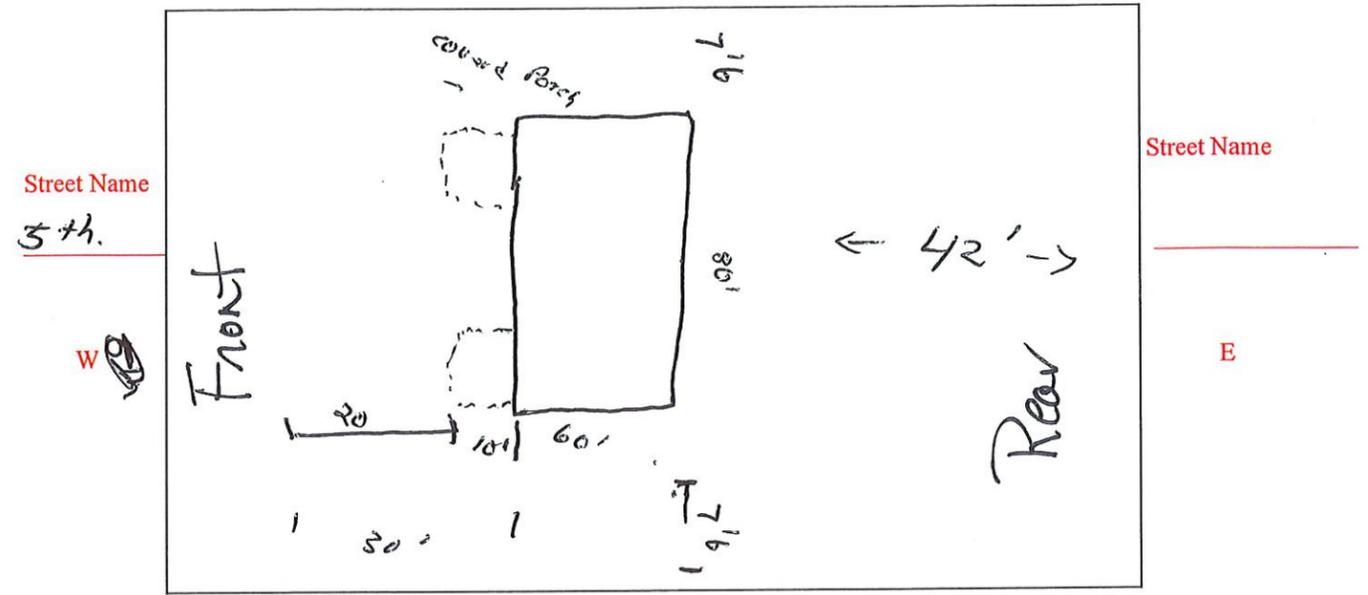
(One Mile radius outside city limits) If the structure is a residence on less than 10 acres indicate the date this property was platted as a separate parcel _____ Name of the Lot Split or Subdivision _____

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: See Attached Plan

North Street Name Pan 1 Str.



South Street Name 0

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.

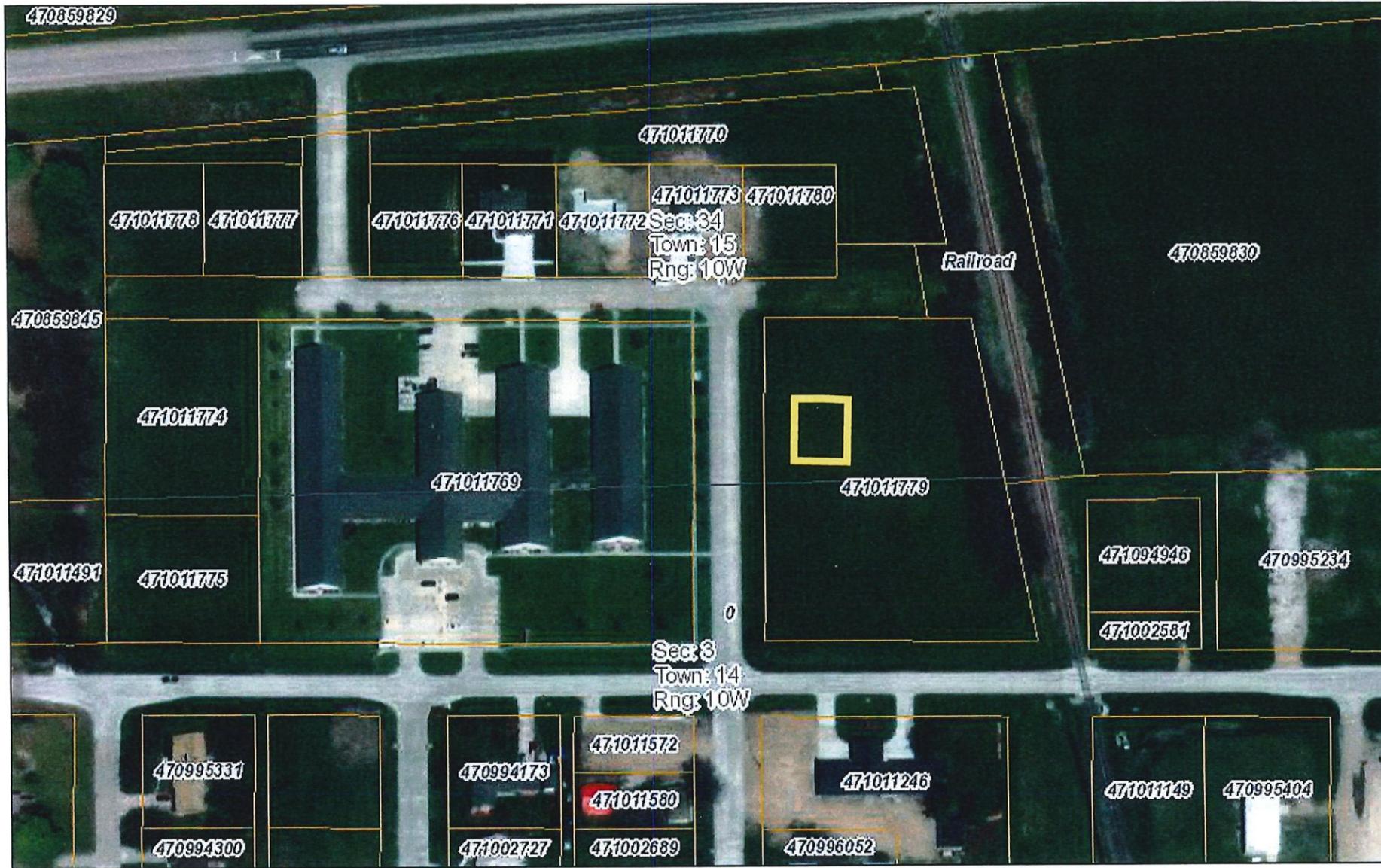
The signature also indicates permission granted to the Zoning Administrator to inspect the construction site in which this permit is granted at any time until construction is completed.

Signature of Applicant Matt Sz Date April 17/23

For Office Use Only:

Permit is Approved _____ Denied _____ Date _____
Zoning Administrator Signature

Reasons for Denial: _____

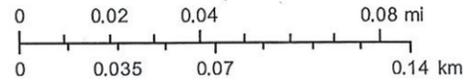


April 17, 2023

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.

1:2,594

- Parcels
- Sections



Connie Beck

2023-13

From: sshoe@charter.net
Sent: Monday, April 24, 2023 1:29 PM
To: Connie Beck
Subject: RE: Lots Five (5) AND Six (6) of the Prairie Falls Subdivision

Hi Connie,

Thanks for letting me know about the progress on those lots. There won't be any additional TIF contracts since all those lots were combined into a single redevelopment contract when Mark purchased them last year. There's already a \$40,000 TIF in place under Phase 8.

Thanks again for checking with me, I appreciate it.

Steve

-----Original Message-----

From: Connie Beck <cjbeck@cityofstpaulne.org>
Sent: Monday, April 24, 2023 1:19 PM
To: sshoe@charter.net
Subject: Lots Five (5) AND Six (6) of the Prairie Falls Subdivision
Importance: High

Good Afternoon, Steven, just to let you know, Mark Starkey submitted a building permit for Lots Five (5) AND Six (6) of the Prairie Falls Subdivision regarding a single-family home. Will you be completing a "Redevelopment Contract" for this single-family home to collect TIF proceeds? Thank you.

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

Zoning Classification R-3 Value \$ 5,000.00 PERMIT NUMBER 2023-14
 Please call 811 before completing form FEE \$25.00 CASH CHECK# 1367 '25
pd 4/17/23

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 John/Ellen Keller Contractor TUFF shed
 Address 411 4th ST Address 7530 L ST
 City, State, Zip ST Paul, NE 68973 Phone Number 402-592-8833
 Phone Number 308-380-6586 Cell Phone 402-708-4942
 Complete Legal Description of the Property Lot 4 Block 31 OT ST Paul
 Address of Construction Site 411 4th ST, ST Paul, NE 68973
 (If none, one must be registered with City of St. Paul) In the Flood plain? NO

Proposed Structure TUFF shed on existing concrete slab Dimension of Structure 10' x 12'
 Distance from East Front property line 116' Distance from West Rear Property Line 6'
 Distance from North Side Property Line 26' Distance from South Second Side Line 6'

Is there a utility easement on any side of the property? NO
 Approximately when will construction Start JUN 7 Finish JUN 14

Contact Utility Superintendent at (308) 754-4483 regarding Set-Back Inspection. Matt Helzer Date of visit 4-17-23
 (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 Elm St
See Attached

Street Name
5th St

Street Name
4th St

W

E

South Street Name Davis

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.

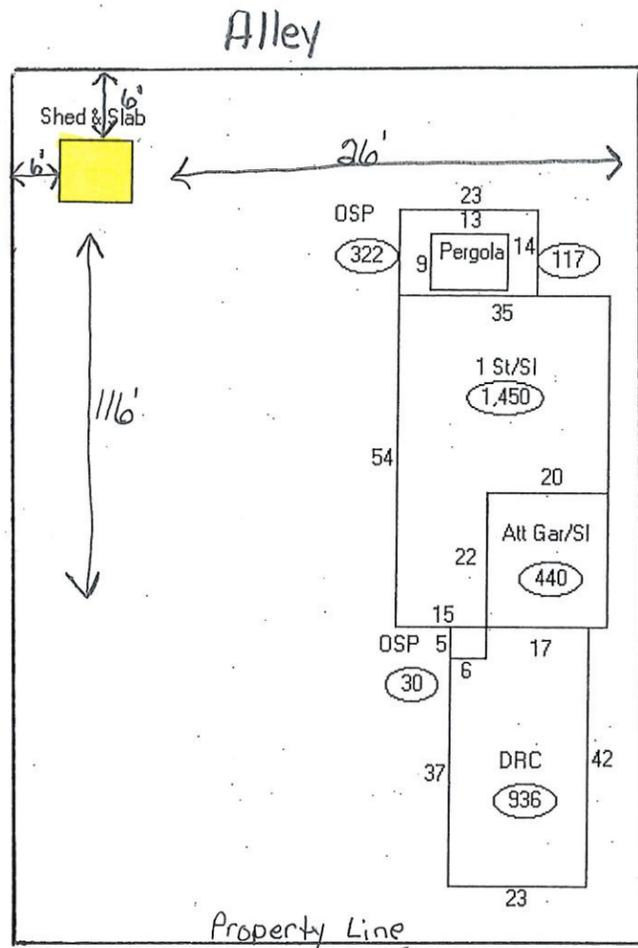
Signature of Applicant  Date Apr 17, 2023

For Office Use Only:

Permit is Approved _____ Denied _____ Date _____
Zoning Administrator Signature

Reasons for Denial: _____

2023-14



North
→

4th Street

Zoning Classification R-3 Value \$ 1,000 PERMIT NUMBER 2023-15
 FEE \$25.00 CASH CHECK# CC paid 4/21/23

APPLICATION FOR A FENCE PERMIT

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

Property Owner JSS Enterprise, LLC Contractor JSS Enterprise, LLC
 Address 310 6th Street Address 2115 South 61st St, Omaha, NE 68106
 City, State, Zip St. Paul, NE 68106 Phone Number 308-218-1527
 Phone Number 308-218-1527 Cell Phone _____
 Complete Legal Description of the Property Lot 6 Block 101 OT St Paul
 Address of Fence Site North Side of Back Yard Size & Kind Wood Privacy Fence

Replacement or New Fence: New Fence

Approximately when will the construction: Start May 2023 Finish May 2023

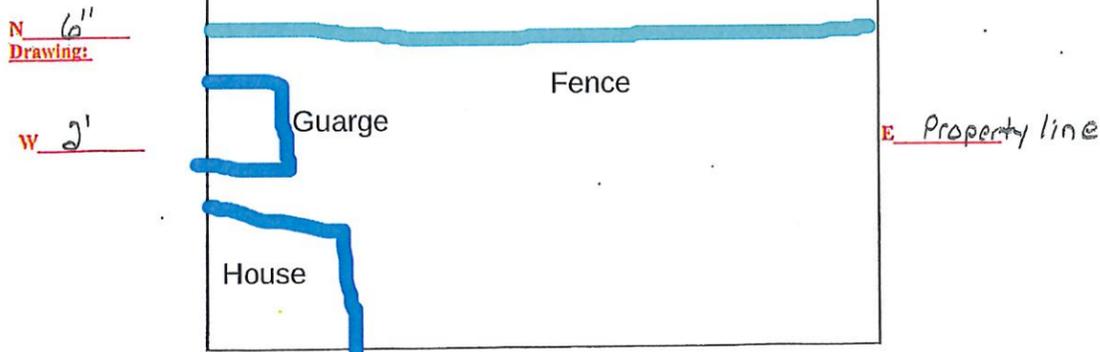
To Whom Should the Improvements be assessed? JSS Enterprise, LLC

Contact Utility Superintendent at (308) 754-4483 regarding Inspection Matt Helzer Date of visit 04/19/23
 (Matt Helzer's signature)

Recommendations needed before approval: Called Digger's Hotline on 04/19/23 West 20' will be 4' high and 50% opening

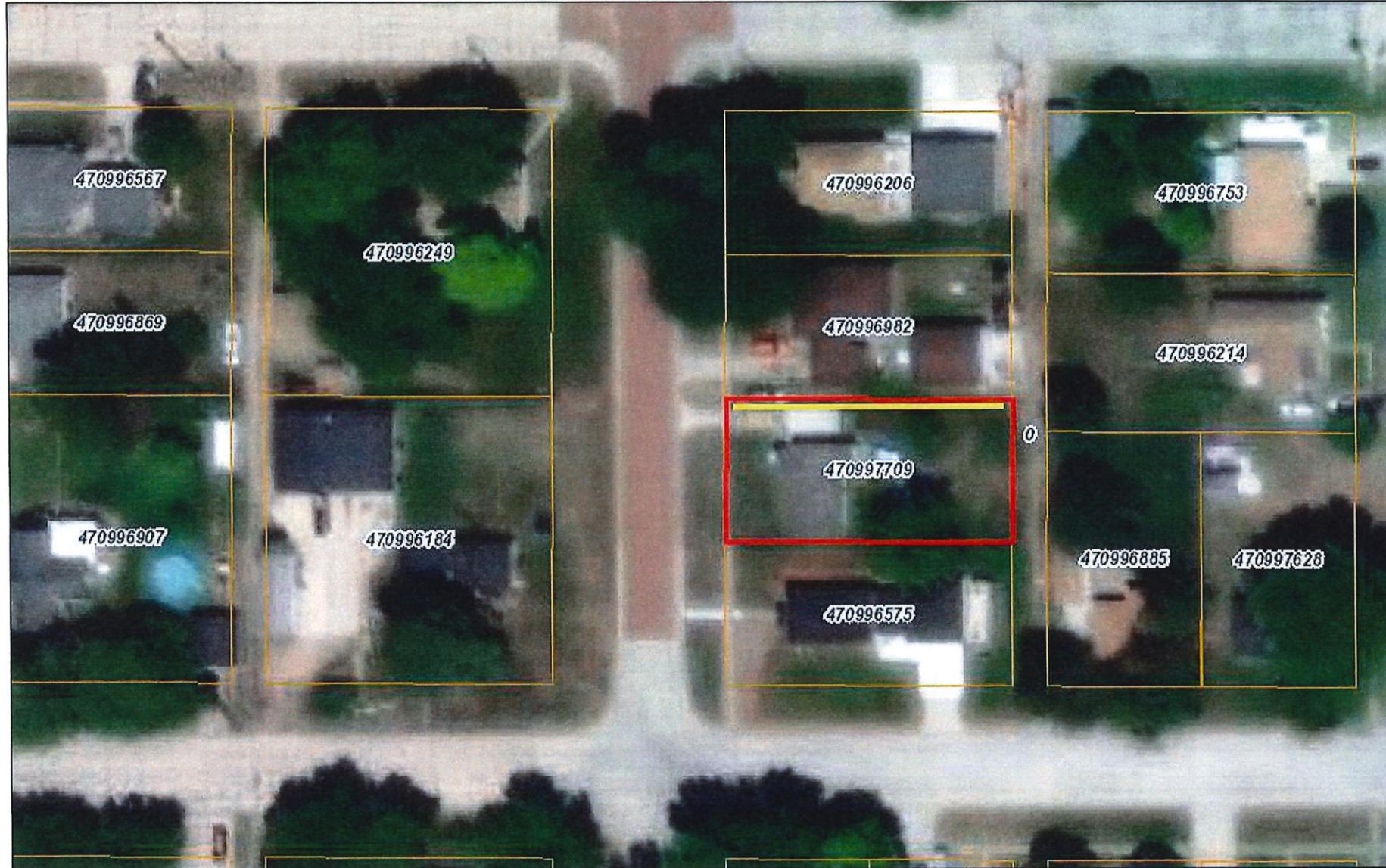
MUST CALL DIGGERS HOTLINE @ 811 BEFORE DIGGING - CONSTRUCTION ON UTILITY EASEMENTS IS NOT PERMITTED. The above information is, to the best of my knowledge, true and accurate. It is understood and agreed that any error, misstatement or misrepresentation of fact, either with or without intention on my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

Signature of Applicant [Signature] Date 04/19/2023



For Office Use Only: Permit is Approved Denied s 65' 6'' Date _____
 Zoning Administrator

Reasons for Denial: _____

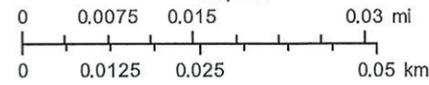


April 20, 2023

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

1:1,020



May 1, 2023 Disbursements

| | |
|---|----------|
| Gross Wages - April | 89210.54 |
| Amazon Capital Services (books) | 713.92 |
| American Legal Publishing (publication) | 649.00 |
| Anderson Ford (repairs) | 224.22 |
| Biblionix (subscription) | 2300.00 |
| Blue Cross / Blue Shield of NE (insurance) | 17210.39 |
| Bomgaars (supplies) | 378.14 |
| Bryan Jensen Clothing (uniforms) | 95.96 |
| Cengage Learning (books) | 40.77 |
| Charter/Spectrum (service) | 239.96 |
| City Health Deductible Savings (insurance) | 5445.00 |
| City of St. Paul 125 Plan (insurance) | 100.00 |
| Consumer Deposit (Brumbaugh) (rental deposit) | 250.00 |
| Core & Main (supplies) | 117.53 |
| Custer County Recycling (Service) | 42.10 |
| Dutton Lainson (supplies) | 1063.84 |
| Elan Financial (supplies, meals, hotel, postage, parking) | 1127.24 |
| Elmwood Cemetery (service) | 300.00 |
| Galls (uniforms) | 1101.35 |
| Hawkins (chemicals) | 3056.29 |
| Hometown Market (supplies) | 86.98 |
| Howard Co. Register of Deeds (fee) | 20.00 |
| Howard Co. Treasurer (Dispatch Fee) | 3122.42 |
| IIMC (dues) | 310.00 |
| Kelly Supply Co (supplies) | 278.97 |
| LARM (insurance) | 2110.03 |
| Loup Valley Supply (supplies) | 333.70 |
| Macqueen Equipment (supplies) | 859.95 |
| Madison Nat'l Life (insurance) | 187.34 |
| Midwest Radar (service) | 80.00 |
| Olsson (engineering) | 9759.64 |
| Reams Sprinkler Supply (supplies) | 741.72 |
| S E Smith & Sons (supplies) | 14.98 |
| Snap On Tools (supplies) | 253.04 |
| St Paul Public School (supplies) | 210.34 |
| St. Paul Rural Fire (reimbursement) | 29913.95 |
| State of NE Central Svcs (telephone) | 241.99 |
| Steadfast Builders (service) | 1278.00 |

Non-General Disbursements

| | |
|--|----------|
| Keno: Dept of Rev. Charitable Gaming (2% Gross) | 6071.00 |
| Redlg: LARM crime coverage (insurance) | 1482.00 |
| Sales Tax: St. Paul Development Corp. Operating Budget Funding 2nd Request (operating budget) | 35000.00 |
| TIF: S. Squared Enterprises (April 2023 Tif Proceeds) | 1052.80 |
| TIF: City of St. Paul (1/2 Share MAD Dev. Proceeds) | 501.01 |

| | |
|---|---------|
| TIF: MAD Dev. (1/2 Share Mad Dev. Proceeds) | 501.00 |
| Sales Tax: Cline Williams: Middle Loup Subdivision Redevelopment (legal) | 7559.00 |
| Street - Mtr Veh Tax (sales tax) to Street - Mtr Veh Tax | 3117.80 |
| 25% Infrac (sales tax) to 25% Infrac. Account | 7279.75 |
| Sales Tax: Elan Financial Svcs: LED driver for Civ Cntr | 251.20 |
| Keno: Loup Central Landfill (spring cleanup fees) | 310.85 |

***Check Detail Register©**

Batch: Disb May1

| Check # | Check Date | Vendor Name | Amount | Invoice | Comment |
|-----------------------|------------|--------------------------------|-------------|-------------|--|
| 11100 CHECKING | | | | | |
| 69754 | 05/01/23 | AMAZON CAPITAL SERVICES | | | |
| E 44-20-242 | | BOOKS | \$28.10 | 136V-QMYT- | Lib - books |
| E 44-20-242 | | BOOKS | \$5.36 | 14NJ-TLCF-K | Lib - books |
| E 44-20-242 | | BOOKS | \$18.48 | 1FJL-PWCW | Lib - books |
| E 44-20-242 | | BOOKS | \$407.27 | 1J3X-R6MT- | Lib - books |
| E 44-20-242 | | BOOKS | \$254.71 | 1NH3-FXQQ- | Lib - books |
| | | Total | \$713.92 | | |
| 69755 | 05/01/23 | AMERICAN LEGAL PUBLISHING CORP | | | |
| E 10-20-240 | | PUBLISH / CODIF | \$649.00 | 24227 | Gen - updates to City Code |
| | | Total | \$649.00 | | |
| 69756 | 05/01/23 | ANDERSON FORD | | | |
| E 32-20-271 | | VEHICLE R & M | \$53.92 | 25331078 | Pol - #94 & #95 wiper blades |
| E 32-20-271 | | VEHICLE R & M | \$170.30 | 28457 | Pol - #95 oil change, replace windshield washer hose |
| | | Total | \$224.22 | | |
| 69757 | 05/01/23 | AT&T-MOBILITY | | | |
| E 32-20-220 | | COMMUNICATION | \$691.20 | 2282023 | Pol - cell phones & internet for patrol vehicles |
| | | Total | \$691.20 | | |
| 69758 | 05/01/23 | BIBLIONIX | | | |
| E 44-20-243 | | Libr Mgmt System | \$2,300.00 | 9013 | Lib - annual library system subscription |
| | | Total | \$2,300.00 | | |
| 69759 | 05/01/23 | BLUE CROSS BLUE SHIELD OF NE | | | |
| E 02-10-130 | | INSURANCE | \$3,332.73 | 3092046 | Wtr - health insurance |
| E 10-10-130 | | INSURANCE | \$3,202.52 | 3092046 | Gen - health insurance |
| E 01-10-130 | | INSURANCE | \$989.41 | 3092046 | Lgts - health insurance |
| E 42-10-130 | | INSURANCE | \$1,510.14 | 3092046 | Park - health insurance |
| E 32-10-130 | | INSURANCE | \$3,645.16 | 3092046 | Pol - health insurance |
| E 21-10-130 | | INSURANCE | \$3,020.29 | 3092046 | Strs - health insurance |
| E 03-10-130 | | INSURANCE | \$1,510.14 | 3092046 | Swr - health insurance |
| | | Total | \$17,210.39 | | |
| 69760 | 05/01/23 | BOMGAARS SUPPLY INC | | | |
| E 42-20-270 | | UTILITY R & M | \$26.45 | 43889107 | Park - rubber tape, air freshner |
| E 34-20-270 | | UTILITY R & M | \$11.25 | 43890205 | Cem - parts to repair north well |
| E 01-20-272 | | TOOLS | \$40.44 | 43890263 | Lgts - screwdriver, adjustable wrenches |
| E 01-20-270 | | UTILITY R & M | \$11.69 | 43890665 | Lgts - marking paint |
| E 42-20-520 | | BLDG/ R & M | \$13.98 | 43890984 | Park - light bulbs for Park building |
| E 42-20-270 | | UTILITY R & M | \$8.48 | 43892401 | Park - faucet repair kit |
| E 42-20-272 | | TOOLS | \$16.46 | 43892578 | Park - tire repair kit, pumice sticks, rubber cement |
| E 42-20-270 | | UTILITY R & M | \$15.48 | 43892864 | Park - metal primer, spraypaint |
| E 01-20-270 | | UTILITY R & M | \$10.65 | 43893169 | Lgts - heater for city office |
| E 02-20-270 | | UTILITY R & M | \$10.64 | 43893169 | Wtr - heater for city office |
| E 01-20-271 | | VEHICLE R & M | \$5.34 | 43894098 | Lgts - #16 air freshner |
| E 01-20-270 | | UTILITY R & M | \$0.32 | 43894723 | Lgts - fasteners |

VOID

CITY OF ST PAUL

***Check Detail Register©**

Batch: Disb May1

| Check # | Check Date | Vendor Name | Amount | Invoice | Comment |
|--------------|------------|---------------------------------------|------------|------------|--|
| E 42-20-270 | | UTILITY R & M | \$3.29 | 43895003 | Park - spark plug for blower |
| E 03-20-270 | | UTILITY R & M | \$20.39 | 43896415 | Swr - nitrile gloves |
| E 01-20-271 | | VEHICLE R & M | \$115.37 | 43897233 | Lgts - motor treatment for Light Dept vehicles |
| E 42-20-272 | | TOOLS | \$58.13 | 43897245 | Park - broom, pliers, toilet bowl cleaner, car freshner, shop screen |
| E 03-20-270 | | UTILITY R & M | \$9.78 | 43897247 | Swr - coupling and bushing for sewer vac |
| | | Total | \$378.14 | | |
| 69761 | 05/01/23 | BRYAN JENSEN CLOTHING | | | |
| E 04-20-268 | | Uniforms | \$95.96 | | Lndfl - uniforms for Bryan Friedrichsen |
| | | Total | \$95.96 | | |
| 69762 | 05/01/23 | CENGAGE LEARNING INC / GALE | | | |
| E 44-20-242 | | BOOKS | \$40.77 | 81040110 | Lib - books |
| | | Total | \$40.77 | | |
| 69763 | 05/01/23 | CHARTER/SPECTRUM | | | |
| E 31-20-220 | | COMMUNICATION | \$129.98 | 3710042523 | Fire - internet service |
| E 10-20-220 | | COMMUNICATION | \$109.98 | 3710042523 | Gen - internet service |
| | | Total | \$239.96 | | |
| 69764 | 05/01/23 | 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 | \$726.00 | | 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 | \$5,445.00 | | |
| 69765 | 05/01/23 | CITY OF ST PAUL 125 PLAN | | | |
| E 02-10-130 | | INSURANCE | \$30.00 | | 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 | \$100.00 | | |
| 69766 | 05/01/23 | CORE & MAIN | | | |
| E 02-20-270 | | UTILITY R & M | \$117.53 | INV0001135 | Wtr - testing reagents |
| | | Total | \$117.53 | | |
| 69767 | 05/01/23 | CUSTER COUNTY RECYCLING | | | |
| E 04-20-325 | | Recycle Delivery | \$20.30 | 524 | Lndfl - recycling trailer |
| E 04-20-325 | | Recycle Delivery | \$21.80 | 526 | Lndfl - recycling trailer |
| | | Total | \$42.10 | | |
| 69768 | 05/01/23 | DUTTON-LAINSON CO. | | | |
| E 21-20-270 | | UTILITY R & M | \$849.92 | 876213-2 | Strs - highway and street lights |
| E 42-20-270 | | UTILITY R & M | \$213.92 | 876741-1 | Park - flush valves for toilets |

***Check Detail Register©**

Batch: Disb May1

| Check # | Check Date | Vendor Name | Amount | Invoice | Comment |
|--------------|-----------------|------------------------------------|-------------------|----------|--|
| Total | | | \$1,063.84 | | |
| 69769 | 05/01/23 | ELAN FINANCIAL SERVICES | | | |
| E 01-20-266 | | DocuSend Fee | \$6.89 | 0344 | Lgts - fee to email utility bills |
| E 32-20-210 | | PROF&SCHOOLS | \$24.78 | 0398 | Pol - meal during mental health training at LETC for Dan Howard |
| E 32-20-210 | | PROF&SCHOOLS | \$6.30 | 1084 | Pol - parking during mental health training in Lincoln (Jade) NO RECEIPT |
| E 32-20-210 | | PROF&SCHOOLS | \$6.30 | 1167 | Pol - parking during mental health training in Lincoln (Dan) |
| E 02-20-313 | | POSTAGE | \$11.55 | 1486 | Wtr - postage for water samples |
| E 10-20-212 | | LEGAL FEES | \$170.00 | 2046 | Gen - Human Resources manual |
| E 32-20-210 | | PROF&SCHOOLS | \$95.47 | 2065 | Pol - meal during mental health training in Lincoln for all officers |
| E 10-20-310 | | OFFICE SUPPLIES | \$24.70 | 3640 | Gen - toilet tissue |
| E 32-20-210 | | PROF&SCHOOLS | \$11.80 | 3657 | Pol - lunch while Dan Howard in Lincoln for auto repairs |
| E 32-30-310 | | OFFICE SUPPLIES | \$96.61 | 4144 | Pol - paper shredder, file folders |
| E 32-20-231 | | CITY GAS & OIL | \$33.35 | 4349 | Pol - #94 fuel for trip to Lincoln for auto repairs |
| E 01-20-272 | | TOOLS | \$118.69 | 4544 | Lgts - Dewalt batteries |
| E 02-20-310 | | OFFICE SUPPLIES | \$34.86 | 4544 | Wtr - heavy duty stapler |
| E 32-20-210 | | PROF&SCHOOLS | \$112.07 | 4787 | Pol - hotel during mental health training in Lincoln (Jade & Grady) |
| E 32-20-271 | | VEHICLE R & M | \$5.00 | 4989 | Pol - car wash |
| E 32-20-210 | | PROF&SCHOOLS | \$132.07 | 5156 | Pol - hotel during mental health training in Lincoln (Dan & Jon) |
| E 31-20-210 | | PROF&SCHOOLS | \$20.00 | 5202 | Fire - Fire School registration - Synowski |
| E 10-20-313 | | POSTAGE | \$142.26 | 6232 | Gen - postage to notify LARM members of bid proposals |
| E 10-20-310 | | OFFICE SUPPLIES | \$50.06 | 6487 | Gen - Zip notes dispenser |
| E 01-20-270 | | UTILITY R & M | \$24.48 | 9631 | Lgts - vacuum cleaner parts for City office |
| Total | | | \$1,127.24 | | |
| 69770 | 05/01/23 | ELMWOOD CEMETERY | | | |
| E 34-20-315 | | CEMETERY PERPETUAL | \$300.00 | | Cem - perpetual care (Paul DeMary) |
| Total | | | \$300.00 | | |
| 69771 | 05/01/23 | GALLS INC | | | |
| E 32-20-268 | | Uniforms | \$84.38 | 23179211 | Pol - cap |
| E 32-20-268 | | Uniforms | \$84.38 | 23179214 | Pol - cap |
| E 32-20-268 | | Uniforms | \$932.59 | 23666215 | Pol - pants, shirts, gear bag, car seat organizer, earpiece |
| Total | | | \$1,101.35 | | |
| 69772 | 05/01/23 | HAWKINS INC | | | |
| E 02-20-274 | | CHEMICALS | \$3,056.29 | 6451692 | Wtr - chlorine & potassium pemanganate |
| Total | | | \$3,056.29 | | |
| 69773 | 05/01/23 | HOMETOWN MARKET | | | |
| E 42-20-270 | | UTILITY R & M | \$86.98 | 9185 | Park - paper towels for park restrooms |
| Total | | | \$86.98 | | |
| 69774 | 05/01/23 | HOWARD CO REGISTER OF DEEDS | | | |

CITY OF ST PAUL

***Check Detail Register©**

Batch: Disb May1

| Check # | Check Date | Vendor Name | Amount | Invoice | Comment |
|--------------|------------|---------------------------------------|------------|------------|--|
| E 10-20-216 | | RECORDING FEE | \$10.00 | | Gen - release for paving assessment (Spotanski) |
| E 34-20-216 | | RECORDING FEE | \$10.00 | | Cem - lot for Marcia Keller |
| | | Total | \$20.00 | | |
| 69775 | 05/01/23 | HOWARD COUNTY TREASURER (CCCC) | | | |
| E 32-20-214 | | DISPATCHER | \$3,122.42 | | Pol - dispatcher pay |
| | | Total | \$3,122.42 | | |
| 69776 | 05/01/23 | IIMC | | | |
| E 10-20-211 | | ADM. & DUES | \$185.00 | | Gen - annual membership for Connie Jo Beck |
| E 10-20-211 | | ADM. & DUES | \$125.00 | | Gen - annual membership for Laura Berthelsen |
| | | Total | \$310.00 | | |
| 69777 | 05/01/23 | KELLY SUPPLY COMPANY, INC | | | |
| E 02-20-270 | | UTILITY R & M | \$153.73 | S1409872-0 | Wtr - chlorine tubing |
| E 03-20-270 | | UTILITY R & M | \$125.24 | S1411859-1 | Swr - new fill hose for flusher |
| | | Total | \$278.97 | | |
| 69778 | 05/01/23 | LARM | | | |
| E 21-20-250 | | CITY INSURANCE | (\$196.27) | 107360 | Strs - adjustment for insurance coverage amendments |
| E 36-20-250 | | CITY INSURANCE | (\$40.42) | 107360 | EMS - adjustment for insurance coverage amendments |
| E 01-20-250 | | CITY INSURANCE | (\$43.20) | 107360 | Lgts - adjustment for insurance coverage amendments |
| E 02-20-250 | | CITY INSURANCE | (\$32.09) | 107360 | Wtr - adjustment for insurance coverage amendments |
| E 31-20-250 | | CITY INSURANCE | \$1,070.98 | 107360 | Fire - adjustment for insurance coverage amendments |
| E 04-20-250 | | CITY INSURANCE | \$126.75 | 107360 | Lndfl - adjustment for insurance coverage amendments |
| E 42-20-250 | | CITY INSURANCE | (\$157.93) | 107360 | Park - adjustment for insurance coverage amendments |
| E 03-20-250 | | CITY INSURANCE | (\$161.32) | 107360 | Swr - adjustment for insurance coverage amendments |
| E 03-20-250 | | CITY INSURANCE | (\$39.31) | 107360 | Swr - adjustment for insurance coverage amendments |
| E 32-20-250 | | CITY INSURANCE | (\$100.92) | 107360 | Pol - adjustment for insurance coverage amendments |
| E 10-20-250 | | CITY INSURANCE | \$193.53 | 107360 | Gen - adjustment for insurance coverage amendments |
| E 44-20-250 | | CITY INSURANCE | (\$0.90) | 107360 | Lib - adjustment for insurance coverage amendments |
| E 02-20-250 | | CITY INSURANCE | \$860.42 | 107370 | Wtr - adjustment for insurance coverage amendments |
| E 31-20-250 | | CITY INSURANCE | \$50.51 | 107370 | Fire - adjustment for insurance coverage amendments |
| E 01-20-250 | | CITY INSURANCE | \$113.77 | 107370 | Lgts - adjustment for insurance coverage amendments |
| E 34-20-250 | | CITY INSURANCE | (\$2.30) | 107370 | Cem - adjustment for insurance coverage amendments |
| E 10-20-250 | | CITY INSURANCE | \$354.96 | 107370 | Gen - adjustment for insurance coverage amendments |
| E 42-20-250 | | CITY INSURANCE | \$152.48 | 107370 | Park - adjustment for insurance coverage amendments |

CITY OF ST PAUL

***Check Detail Register©**

Batch: Disb May1

| Check # | Check Date | Vendor Name | Amount | Invoice | Comment |
|--------------|------------|--------------------------------------|-------------|-------------|---|
| E 21-20-250 | | CITY INSURANCE | (\$58.06) | 107370 | Strs - adjustment for insurance coverage amendments |
| E 10-20-250 | | CITY INSURANCE | \$19.35 | 107370 | Gen - adjustment for insurance coverage amendments |
| | | Total | \$2,110.03 | | |
| 69779 | 05/01/23 | LOUP VALLEY SUPPLY, INC. | | | |
| E 34-20-521 | | GROUNDS / R & M | \$333.70 | 67039 | Cem - grass seed mix |
| | | Total | \$333.70 | | |
| 69780 | 05/01/23 | MACQUEEN EQUIPMENT | | | |
| E 21-20-271 | | VEHICLE R & M | \$859.95 | P10953 | Strs - strip brooms, gas springs |
| | | Total | \$859.95 | | |
| 69781 | 05/01/23 | MADISON NATIONAL LIFE | | | |
| E 42-10-130 | | INSURANCE | \$11.02 | 1556361 | Park - life insurance |
| E 03-10-130 | | INSURANCE | \$33.06 | 1556361 | Swr - life insurance |
| E 01-10-130 | | INSURANCE | \$22.04 | 1556361 | Lgts - life insurance |
| E 21-10-130 | | INSURANCE | \$22.04 | 1556361 | Strs - life insurance |
| E 10-10-130 | | INSURANCE | \$22.04 | 1556361 | Gen - life insurance |
| E 32-10-130 | | INSURANCE | \$44.08 | 1556361 | Pol - life insurance |
| E 02-10-130 | | INSURANCE | \$33.06 | 1556361 | Wtr - life insurance |
| | | Total | \$187.34 | | |
| 69782 | 05/01/23 | MIDWEST RADAR & EQUIPMENT | | | |
| E 32-20-272 | | TOOLS | \$80.00 | 172059 | Pol - annual inspection of radar units |
| | | Total | \$80.00 | | |
| 69783 | 05/01/23 | OLSSON | | | |
| E 03-20-213 | | ENGINEER FEES | \$9,759.64 | 435565 | Swr - WWTF project admin and construction observation |
| | | Total | \$9,759.64 | | |
| 69784 | 05/01/23 | REAMS SPRINKLER SUPPLY | | | |
| E 42-20-521 | | GROUNDS / R & M | \$741.72 | 10277229-00 | Park - sprinkler heads |
| | | Total | \$741.72 | | |
| 69785 | 05/01/23 | S E SMITH AND SONS | | | |
| E 34-20-270 | | UTILITY R & M | \$14.98 | 661282 | Cem - parts to cap old well |
| | | Total | \$14.98 | | |
| 69786 | 05/01/23 | SNAP ON TOOLS | | | |
| E 32-20-272 | | TOOLS | \$253.04 | 419234321 | Pol - wedge tools |
| | | Total | \$253.04 | | |
| 69787 | 05/01/23 | ST PAUL PUBLIC SCHOOL | | | |
| E 42-20-270 | | UTILITY R & M | \$210.34 | | Park - bath tissue, soap refill for ballfield bathrooms |
| | | Total | \$210.34 | | |
| 69788 | 05/01/23 | ST PAUL RURAL FIRE | | | |
| E 36-20-312 | | RURAL FIRE REIMB | \$29,913.95 | | EMS - EMT runs reimbursement |
| | | Total | \$29,913.95 | | |

CITY OF ST PAUL

04/26/23 11:14 AM

Page 6

***Check Detail Register©**

Batch: Disb May1

| Check # | Check Date | Vendor Name | Amount | Invoice | Comment |
|--------------|-----------------|---------------------------------------|--------------------|---------|--------------------------------|
| 69789 | 05/01/23 | STATE OF NEBRASKA CENTRAL SERV | | | |
| E 42-20-220 | | COMMUNICATION | \$72.83 | 1367863 | Park - telephone service |
| E 41-20-220 | | COMMUNICATION | \$72.83 | 1367863 | Pool - telephone service |
| E 02-20-220 | | COMMUNICATION | \$45.36 | 1367863 | Wtr - DSL telephone service |
| E 02-20-220 | | COMMUNICATION | \$50.97 | 1367863 | Wtr - telephone service at WTP |
| | | Total | \$241.99 | | |
| 69790 | 05/01/23 | STEADFAST BUILDERS LLC | | | |
| E 21-20-530 | | EQUIP RENTAL | \$1,278.00 | 202181 | Strs - curb grinding |
| | | Total | \$1,278.00 | | |
| | | 11100 CHECKING | \$84,699.96 | | |

Fund Summary

11100 CHECKING

| | |
|--------------|--------------------|
| 01 LIGHTS | \$2,141.89 |
| 02 WATER | \$8,794.05 |
| 03 SEWER | \$12,003.62 |
| 04 LANDFILL | \$264.81 |
| 10 GENERAL | \$6,004.40 |
| 21 STREETS | \$6,521.87 |
| 31 FIREMEN | \$1,271.47 |
| 32 POLICE | \$10,673.30 |
| 34 CEMETERY | \$667.63 |
| 36 AMBULANCE | \$29,873.53 |
| 41 POOL | \$72.83 |
| 42 PARK | \$3,356.77 |
| 44 LIBRARY | \$3,053.79 |
| | \$84,699.96 |

ORDINANCE NO. 570

AN ORDINANCE OF THE CITY OF WOOD RIVER, NEBRASKA, GRANTING A TELECOMMUNICATIONS FRANCHISE TO FIBER NEBRASKA, LLC. ESTABLISHING AN OCCUPATIONAL TAX, TERMS OF FRANCHISE AND PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

BE IT ORDAINED BY THE MAYOR AND THE COUNCILMEMBERS OF THE CITY OF WOOD RIVER, NEBRASKA:

1. **Grant of Franchise:** The City of Wood River, Nebraska (hereinafter "City"), grants to Fiber Nebraska, LLC (the "Grantee") a non-exclusive Franchise to install, operate, maintain or otherwise locate telecommunications facilities upon, over and in the public Right-of-Way and on the poles and other apparatuses within the City (the "Grantor").
 - 1.1 **"Right-of-Way"** means the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalks way, lane, public way, drive, circle or other public Right-of Way, including, but not limited to, utility easements, dedicated utility strips, or Right-of-Way dedicated for compatible uses now or hereafter held by the City in the Franchise Area, which shall entitle the Grantee to the use thereof for the purpose of installing, operating, upgrading and maintaining the telecommunications system. Right-of-Way shall also mean any easement now or hereafter held by the City within the Franchise Area for the purpose of public travel or for utility or public service use dedicated for compatible uses.
2. **Term:** The Franchise is granted for a term of 10 years beginning with the date that it is accepted by the Grantee. Thereafter, the Franchise may be renewed on terms and conditions as may be mutually acceptable to the City and the Grantee.
3. **Acceptance:** The Grantee shall file a written acceptance of the Franchise with the City Clerk within 30 days of the date of this Ordinance. The Franchise will go into effect only when the acceptance has been filed.
4. **Occupation Tax:** The Grantee shall pay an occupation tax equal to 2% of the Gross Receipts of the Grantee, determined and paid as follows:
 - a. "Gross Receipts" shall mean charges collected by the Grantee for Internet service delivered by the Grantee to subscribers located within the City.

30% ?

- b. The occupation tax shall be paid in quarterly payments to the City Clerk, using the calendar quarter year as a basis for determining and computing the amount of tax payable. Each quarterly payment shall be due 45 days after the end of each calendar quarter. Each payment shall be accompanied by a report in a form as provided by the City, which report shall be certified as true and correct by an authorized representative of the Grantee.
- c. Each succeeding quarterly payment may include any adjustment for refunds, uncollectibles, or any other matters which may have resulted in either an excess or a deficiency in the amount of tax paid in any previous quarter.
- d. All payments of the occupation tax which are made after the due date of the payment shall draw interest at the rate of 12% annum.
- e. The City shall have the right at any time, upon reasonable advance notice to inspect, through its officers, agents or representatives, the books and records of the Grantee for the purpose of verifying the information on any report required under this section.

5. **Insurance:** The Grantee shall maintain a comprehensive general liability insurance policy with limits of not less than \$2,000,000 per occurrence naming the Village/City as an additional insured. The Grantee shall maintain a current certificate as to coverage with the Village/City at all times.

6. **Specific Conditions:**

- a. **Poles:** The Grantee shall make every reasonable effort to use, through appropriate contractual agreements, existing utility poles in order to eliminate, to the greatest extent possible, placement of new poles. In the event new poles must be placed and lines must be created overhead, the Grantee shall erect such poles and lines in a manner so as to have the minimum effect upon other utilities, specifically including those utilities provided by the Village/City.
- b. **Undergrounding:** Wherever the electric or other utilities are underground at a particular location, the Grantee's facilities must, if reasonably possible, be located underground.
- c. **Right of City to Make Improvements:** Nothing in the Franchise shall be construed to prevent the City and its proper authorities from maintaining sewers and gutter, or improving its streets, alleys and public ways. For such purposes, the City may require the Grantee to remove the Grantee's poles, wires and connections to facilitate such construction and maintenance.

7. **Indemnity:** The Grantee shall defend, indemnify and hold the City and its officers, officials, employees, agents and representatives harmless from and against any and all damages, losses and expenses, including reasonable attorney fees and costs of suit or defense arising out of, resulting from, acts, omissions, or misconduct of the Grantee or its affiliates, officers, employees, agents, contracts or subcontractors in the construction, operation, maintenance, repair, or removal of its telecommunication facilities within the City's public ways.
8. **Non-Exclusive Franchise:** The Franchise is **non-exclusive**. There shall be no restriction on the number of franchises in all or any part of the City.
9. **Compliance with Law:** The Grantee shall comply with laws, codes, rules and regulations of all governmental authorities, to include all applicable laws, ordinances, resolutions, codes, rules and regulations of the City. The City reserves the right to enact and enforce any additional reasonably necessary regulations concerning the construction, operation, and maintenance of facilities along, over, or under streets, alleys, and other public ways and public grounds.
10. **Grantee's Representations:** The Grantee represents and warrants to the City the: 1) it has the right, power and authority to accept the Franchise granted to it; 2) the individual executing the acceptance on behalf of the Grantee has the power and authority to bind Grantee, and 3) neither the execution of its acceptance nor the performance of the obligations contemplated by it will result in a breach or default under the Franchise, nor will it violate any restriction, court order or agreement to which the Grantee is subject.
11. **Assignment of Franchise:** The Grantee shall have no right to assign or transfer this Franchise, or any of its rights and privileges granted under this Ordinance or sell, lease, license, or permit others to use or transfer in any manner any interest in all or a part of its facilities that may be installed or operated under this Franchise, except on prior written approval by the City, which approval shall not be unreasonably withheld.
12. **Revocation:** This Franchise may be revoked, at the option of the City, upon failure or refusal of the Grantee to comply with the terms and conditions of this Ordinance. Prior to any such revocation, the City shall provide notice of non-compliance.
13. **Force Majeure:** Neither party shall be liable to the other for any delay or failure in performance of any part of this Franchise if the delay is caused by a Force Majeure Event (as defined below). The Party claiming relief under this Section shall notify the other in writing of the existence of the Force Majeure Event and shall be excused on a day-by-day basis to the extent of the prevention, restriction or interference until the cessation of the Force Majeure Event. A "Force Majeure Event" means an unforeseeable event beyond the reasonable control of a party and not caused by the fault or negligence of the party claiming excusable delay or

failure to perform, including acts of God; fire, flood, explosions, epidemics, riots, thefts, terrorism, quarantine restrictions, freight embargoes, vandalism, labor strike, sabotage, fiber cut, material shortages or unavailability or other delay in delivery not resulting from the responsible party's failure to timely place orders, lack of or delay in transportation, government action, government codes, ordinances, laws, rules, regulations or restrictions, war or civil disorder.

- 14. Notices:** All notices, demands and other communications to be given or delivered under or by reason of the provisions of this Franchise will be in writing and will be deemed to have been given: 1) immediately when personally delivered; 2) when received by first class mail, return receipt requested, 3) one business day after being sent by Federal Express or other overnight delivery service. Notices, demands and communications to the Licensor and the Licensee will be sent to the addresses indicated below:

If to the Grantor: City of Wood River, Nebraska
108 W. 10th Street
PO Box 8
Wood River, NE 68883

If to Grantee: Fiber Nebraska, LLC
3615 West 70th Street
Kearney, NE 68845
Attn: Stuart Gilbertson
Tyler Cretacci

Or to such other address as either party may designate from time to time in writing to the other party in accordance with this provision.

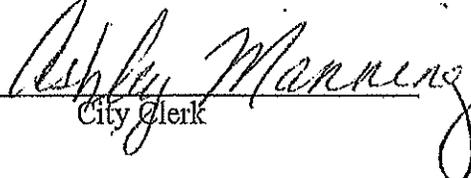
- 15. Severability:** The Franchise is granted pursuant to the laws of the State of Nebraska relating to the granting of rights and privileges by municipal corporations. If any portion of this Ordinance is for any reason held illegal, invalid, or unconstitutional, such invalidity shall not affect the validity of any of the remaining portions.
- 16. Binding Effect:** Each of the terms, conditions and provisions of the Franchise shall be binding upon and shall inure to the benefit of the parties, and the respective successors and assigns.
- 17. When Effective:** This Ordinance shall be in full force and effect from and after its passage, approval and publication according to law and shall be published in pamphlet form by authority of the City Board.

PASSED AND APPROVED on July 6th, 2021.



Mayor

ATTEST:



City Clerk

ACCEPTANCE

Fiber Nebraska, LLC, accepts the terms of the above Ordinances and Franchise, and agrees to comply with requirements set out above.

Dated: 7-26, 2021.

Fiber Nebraska, LLC

By: 

Connie Beck

From: Joel Bergman
Sent: Friday, April 21, 2023 9:21 PM
To: jason@schaperandwhite.com; Connie Beck
Subject: Fwd: Fiber Nebraska Info agreement
Attachments: Wood river pole agreement.pdf; Wood River Franchise.pdf

Jason,

Fiber Nebraska is looking at a franchise agreement with the City of St Paul and have forwarded a similar agreement that they used in Wood River. The Company was formerly USA Communications. Please review for consistency as we would like to get this placed on the May 1 Agenda for Council Approval.

Thank you

Joel

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

From: Stuart Gilbertson <kblemansg@gmail.com>

Date: Apr 13, 2023 11:31 AM

Subject: Fiber Nebraska Info

To: Joel Bergman <jbergman@cityofstpaulne.org>

Cc:

Please find attached the Franchise and Pole agreement that we had used in Wood River Nebraska. If you have any questions after you have a chance to look them over please let me know your thoughts.

Thanks Stuart

--

Stuart Gilbertson, Owner
COMPLETE UNDERGROUND, LLC
3615 West 70th Street
Kearney NE 68845
Tel: 308-627-7251

AGREEMENT

THIS AGREEMENT made this 6th day of July, 2021, by and between the City of Wood River, Nebraska, a municipal corporation, hereinafter called CITY, and Fiber Nebraska, LLC, a limited liability company of the State of Nebraska, hereinafter call OPERATOR,

WITNESSETH:

Whereas, OPERATOR proposes to furnish Telecommunications service to persons residing in the City of Wood River, Nebraska and vicinity, and in connection therewith will need to erect and maintain aerial cables, wires, and associated appliances throughout the area to be served, and desires to attach such cables, wires, and appliances to the poles of CITY; and

Whereas, CITY is willing to permit, to the extent that it may lawfully do so, the attachment of said cables, wires, and appliances to CITY's poles wherein its judgment such Use will not interfere with its own service requirements or the service requirements of others using such poles, including considerations of economy and safety. Wires will be installed following the National Electric Code guidelines;

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the parties hereto do hereby mutually covenant and agree as follows:

1. OPERATOR shall at any time, at its own expense, upon notice from CITY, relocate, replace or remove its facilities placed on said poles, and transfer then to substituted poles, or perform any other work in connection with said facilities that may be required by CITY.
2. CITY shall not be liable to OPERATOR, its customers, or any others, for any interruption of service of OPERATOR or for interference with the operation of OPERATOR'S equipment arising in any manner out of the use or discontinuances of such poles hereunder. CITY shall not be liable to any person for personal injury or property damage except as may be caused by the negligence of the CITY, or its employees.
3. OPERATOR shall pay the CITY, for the attachments made to the CITY'S poles under this Agreement, a rental rate set by the City's resolution setting fees. The current rate is \$4,00 per pole. Said rental shall be paid semi-annually in advance on the 15th day of January and July of each year during which this Agreement remains in effect upon presentation of a statement by the

CITY. The number of poles attached by the OPERATOR must be mutually determined by the parties in the manner specified.

4. OPERATOR shall indemnify, protect and/or hold harmless, the CITY from and against any and all claims or demands for damages to property and injury or death to persons, including payments made under workers compensation law or under any plan for employees disability and death benefits, and including all expenses incurred in defending against any such claims or demands, which may arise out of or to be caused by the negligence of the OPERATOR, and OPERATOR further agrees to carry liability insurance, having limits as shown on the attached Certificate of Liability Insurance, marked Attachment "A" and made a part thereof.
5. Should OPERATOR for any reason cease to furnish community Telecommunications service which this Agreement is designed to facilitate, then, and in that event, all of OPERATOR'S right under this Agreement shall automatically terminate and OPERATOR shall immediately remove its equipment from all of the CITY'S poles and if not so removed, CITY shall have the right to remove it at the cost and expense of OPERATOR, provided however, that OPERATOR shall have the right to assign the Pole Attachment Agreement to a successor organization with the written consent of the CITY and CITY hereby covenants that such consent shall not be unreasonably withheld.
6. Nothing herein contained shall be construed as affecting the rights or privileges previously granted by the CITY, by contract or otherwise, to others not parties to this Agreement, to use any poles covered by this Agreement; and CITY retains the right to continue and extend such rights or privileges. The attachment privileges herein granted shall at all times be subject to such existing contracts and arrangements. Nothing herein contained shall be construed as affecting or limiting the right of the CITY to make other and additional contracts with other persons, firms, corporations or associations for the joint use of CITY'S poles and facilities.
7. IF OPERATOR SHALL FAIL TO COMPLY WITH ANY OF THE PROVISIONS OF THE Agreement, including the specifications hereinbefore referred to, or shall default in any of its obligations under the terms hereof, or breach this Agreement and shall fail within thirty (30) days after written notice from CITY to correct such default, noncompliance or breach, CITY may, as its option, forthwith terminate in whole or in part OPERATOR'S attachment

rights hereunder, provided however, that nothing in this section shall affect the provisions and obligations agreed upon in Section 5 hereof. Upon such termination, OPERATOR shall immediately remove its equipment from the pole or poles involved and if not so removed, CITY shall have the right to remove it at the costs and expense of OPERATOR.

8. This Agreement shall become effective upon the date hereof and, if attachment rights are not terminated in accordance with the provisions of other sections of the Agreement which provide for such termination, shall remain in effect for a term of ten (10) years from said date and thereafter continue in effect subject to the right of either party hereto to terminate this Agreement at any time after the end of such term by giving to the party at least six (6) months prior written notice of said party's desire to terminate this Agreement in which case this Agreement shall terminate six (6) months after the giving of said notice. Within thirty (30) days after the termination of this Agreement, as provided in this section, OPERATOR shall remove OPERATOR'S equipment from CITY'S poles. If not removed within thirty (30) days after the termination date, CITY shall have the right to remove all of OPERATOR'S equipment remaining attached to CITY'S poles at the cost and expense of OPERATOR and without any liability therefore,

9. This Agreement shall not inure to the successors of OPERATOR nor shall OPERATOR assign, transfer, or sublet the privileges hereby granted without the prior consent in writing of CITY.

IN WITNESS WHEREOF, the parties hereto have, respectively, caused this AGREEMENT to be duly executed the day and year first above written.

CITY OF WOOD RIVER, NEBRASKA

FIBER NEBRASKA, LLC



Mayor

By: 
Stuart Gilbertson, Owner/Member


City Clerk

RESOLUTION NO. 2021-177

A RESOLUTION OF THE CITY OF WOOD RIVER, NEBRASKA, APPROVING ASSIGNMENT OF THE FRANCHISE, THE LEASE, AND THE POLE ATTACHMENT AGREEMENT PREVIOUSLY ISSUED TO FIBER NEBRASKA, LLC.

Recitals:

a. The City of Wood River (the "City") has the following agreements (the "System Agreements") in place with Fiber Nebraska, LLC ("Fiber Nebraska"):

Telecommunications Franchise issued pursuant to Ordinance No. 570 dated July 6, 2021, authorizing Fiber Nebraska to operate a telecommunications system in the City (the "System").

Lease Agreement for certain real estate used in connection with Fiber Nebraska's telecommunications system, dated July 6, 2021.

Pole Attachment Agreement, dated July 6, 2021.

b. Fiber Nebraska has reached an agreement with Great Plains Communications, LLC ("Great Plains") to sell the System to Great Plains, which would involve the assignment of the System Agreements to Great Plains (the "Assignment").

c. The System Agreements may not be assigned without the consent of the City, and Fiber Nebraska and Great Plains have requested that the City consent of the Assignment.

Resolved by the Mayor and City Council that:

1. The City consents to the Assignment of the System Agreements to Great Plains.
2. Upon the closing of the sale of the System to Great Plains (the "Closing"), Great Plains shall become bound by the System Agreements and shall perform and discharge all obligations and duties under the System Agreements that arise on and after the Closing.
3. Upon the Closing, the City releases Fiber Nebraska from all obligations and liabilities under the System Documents, that relate to periods from and after the Closing.
4. Great Plains may, without being considered in violation of the System Agreements:
(a) assign or transfer its assets to an entity directly or indirectly controlling, controlled by, or under common control with Great Plains; (b) restructure debt or change the ownership interests among its existing equity holders; (c) pledge or grant to any lender a security interest in Great Plains' assets to secure indebtedness.
5. This Resolution shall be considered effective as of this date.

Passed and approved on 12.21.2021



Mayor

ATTEST:



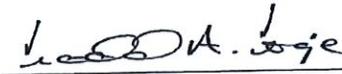
City Clerk

ACCEPTANCE

Great Plains Communications, LLC, accepts the System Documents and agrees to comply with the terms and conditions of the System Documents, as of the Closing.

Dated: 12-22-2021

Great Plains Communication, LLC

By: 

Todd Foje, President & CEO

FRANCHISE AGREEMENT

This Franchise Agreement ("Franchise") is between the City of St. Paul, NE, hereinafter referred to as the "Grantor" and Charter Communications VI, LLC locally known as Charter Communications, hereinafter referred to as the "Grantee."

The Grantor hereby acknowledges that the Grantee has substantially complied with the material terms of the current Franchise under applicable law, and that the financial, legal, and technical ability of the Grantee is reasonably sufficient to provide services, facilities, and equipment necessary to meet the future cable-related needs of the community, and having afforded the public adequate notice and opportunity for comment, desires to enter into this Franchise with the Grantee for the construction and operation of a cable system on the terms set forth herein.

1. Definitions:

- a. "Cable Act" means the Cable Communications Policy Act of 1984, P.L. 98-549, 47 U.S.C. §521 Supp., as it may be amended or superseded.
- b. "Cable System," "Cable Service," and "Basic Cable Service" shall be defined as set forth in the Cable Act.
- c. "Franchise" means the authorization granted hereunder of a franchise, privilege, permit, license or otherwise to construct, operate and maintain a Cable System within the Service Area.
- d. "Gross Revenues" means any revenue, as determined in accordance with generally accepted accounting principles, received by the Grantee from the operation of the Cable System to provide Cable Services within the Service Area, provided, however, that such phrase shall not include any taxes, fee or assessment of general applicability collected by the Grantee from Subscribers for pass-through to a government agency, including the FCC User Fee, or credits, refunds or deposits made to Subscribers or unrecovered bad debt.
- e. "Service Area" shall mean the geographic boundaries of the Grantor.
- f. "Streets" means the public streets, avenues, highways, boulevards, concourses, driveways, bridges, tunnels, parks, parkways, waterways, alleys, all other rights-of-way and easements, and the public grounds, places or water within the geographic boundaries of Grantor.
- g. "Subscriber" means any person lawfully receiving any Cable Service from the Grantee.

2. Granting of Franchise. The Grantor hereby grants to Grantee a non-exclusive Franchise for the use of the Streets and dedicated easements within the Service Area for the

construction, operation and maintenance of the Cable System, upon the terms and conditions set forth herein. Nothing in this Franchise shall be construed to prohibit the Grantee from offering any service over its Cable System that is not prohibited by federal or state law.

3-7-11 → 3-7-2021 → 3-7-2026

3. **Term.** The Franchise shall be for a term of ten (10) years, commencing on the Effective Date of this Franchise as set forth in Section 14. This Franchise will be automatically extended for an additional term of five (5) years from such effective date, unless either party notifies the other in writing of its desire to not exercise this automatic extension (and enter renewal negotiations under the Cable Act) at least three (3) years before the expiration of this Franchise. If such a notice is given, the parties will then proceed under the federal Cable Act renewal procedures.

4. **Use of the Streets and Dedicated Easements.**

In writing at least 3 yrs. prior expiration of franchise

- a. Grantee shall have the right to use the Streets of the Grantor for the construction, operation and maintenance of the Cable System, including the right to repair, replace and enlarge and extend the Cable System, provided that Grantee shall utilize the facilities of utilities whenever practicable.

- b. The facilities of the Grantee shall be installed underground in those Service Areas where existing telephone and electric services are both underground at the time of system construction. In areas where either telephone or electric utility facilities are installed aerially at the time of system construction, the Grantee may install its facilities aerially with the understanding that at such time as the existing aerial facilities are required to be placed underground by the Grantor, the Grantee shall likewise place its facilities underground.

Install underground

- c. Grantee shall have the right to remove, trim, cut and keep clear of the Cable System, the trees in and along the Streets of the Grantor.

tree up-keep

- d. Grantee in the exercise of any right granted to it by the Franchise shall, at no cost to the Grantor, promptly repair or replace any facility or service of the Grantor which Grantee damages, including but not limited to any Street or sewer, electric facility, water main, fire alarm, police communication or traffic control.

5. **Maintenance of the System.**

- a. Grantee shall at all times employ ordinary care in the maintenance and operation of the Cable System so as not to endanger the life, health or property of any citizen of the Grantor or the property of the Grantor

- b. All construction practices and installation of equipment shall be done in accordance with all applicable sections of the National Electric Safety Code.

- c. The Cable System shall be designed, constructed and operated so as to meet those technical standards adopted by the FCC relating to Cable Systems, contained in part 76 of the FCC's rules and regulations as may, from time to time, be amended.

FCC standards

6. Service.

- a. The Grantee shall make Cable Service distributed over the Cable System available to every residence within the Service Area where there is a minimum density of at least forty (40) residences per linear strand mile of cable (excluding any home subscribing to any satellite service) as measured from Grantee's closest trunk line or distribution cable that is actively delivering Cable Service as of the date of such request for service. If such residence is located within 125 feet of Grantee's feeder cable, the Cable Service will be provided at Grantee's published rates for standard installation. Notwithstanding the foregoing, the Grantee shall have the right, but not the obligation, to extend the Cable System into any portion of the Service Area where another operator is providing Cable Service, or into any annexed area which is not contiguous to the present Service Area of the Grantee. Grantee shall not be obligated to provide Cable Service into any area which is financially or technically infeasible.
- b. The Grantor shall provide prior notice to the Grantee of its annexation of any contiguous territory which is being provided Cable Service by the Grantee or its affiliates. Such annexed area will be subject to the provisions of the franchise which previously covered that area throughout the term of this Franchise, although the Grantor will replace the previous franchise authority. Grantee shall pay the Grantor franchise fees on revenue received from the operation of the Cable System to provide Cable Services in the Service Area and in any area annexed by the Grantor if the Grantor has provided written notice to the Grantee prior to the date of such annexation.
- c. Grantee shall provide Basic and Expanded Basic Cable Service and one (1) free outlet to each of the following public facilities located within one hundred twenty five (125) feet of existing service lines of the Grantee and within the jurisdictional limits of the Grantor: City Hall, Fire Department, Police Department and public schools; subject to Grantor's payment of \$4.99 administrative fee per outlet per month. Equipment, additional services and programming tiers will be billed according to Grantee's current pricing. Grantee shall provide Basic and Expanded Basic Cable Service to new construction hereafter for similar public facilities provided they are within one hundred twenty five (125) feet of the existing service lines of Grantee.
- d. The Grantee shall comply with applicable regulations for customer service set forth in the Cable Act.
- e. Notwithstanding Grantor's election to forego requesting a channel for the distribution of education and government ("EG") access programming on the Cable System, at any time during the Term of this Franchise, upon 120 days prior written notice by Grantor to Grantee, and after a public hearing, Grantee shall provide one (1) channel on the Cable System for use by the Grantor non-commercial, video programming for EG access programming. The EG channel may be placed on any tier of service available to subscribers on Grantee's Cable

Residence
Service

annexation
notification

System, at Grantee's discretion, including on a digital tier. The costs associated with activation, operation and maintenance of the EG access programming and channel shall be at Grantor's expense.

7. **Insurance/Indemnity.**

a. The Grantee shall maintain throughout the term of the Franchise insurance in amounts at least as follows:

Insurance

| | | |
|---|--|--|
| ① | Workers' Compensation | Statutory Limits |
| ② | Commercial General Liability | \$1,000,000 per occurrence, Combined Single Liability (C.S.L.) \$2,000,000 General Aggregate |
| ③ | Auto Liability including coverage on all owned, non-owned hired autos Umbrella Liability | \$1,000,000 per occurrence C.S.L. |
| ④ | Umbrella Liability | \$1,000,000 per occurrence C.S.L. |

b. **The Grantor shall be added as an additional insured**, arising out of work performed by Charter, to the above Commercial General Liability, Auto Liability and Umbrella Liability insurance coverage.

c. The Grantee shall furnish the Grantor with current certificates of insurance evidencing such coverage upon request.

d. Grantee hereby agrees to indemnify and hold the Grantor, including its agents and employees, harmless from any claims or damages resulting from the actions of Grantee in constructing, operating or maintaining the Cable System. Grantor agrees to give the Grantee written notice of its obligation to indemnify Grantor within ten (10) days of receipt of a claim or action pursuant to this section. Notwithstanding the foregoing, the Grantee shall not be obligated to indemnify Grantor for any damages, liability or claims resulting from the willful misconduct or negligence of Grantor or for the Grantor's use of the Cable System.

8. **Revocation**

a. Prior to revocation or termination of the Franchise, the Grantor shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of noncompliance by the Grantee, including one or more instances of substantial noncompliance with a material provision of the Franchise. The notice shall set forth the exact nature of the noncompliance. **The Grantee shall have sixty (60) days from such notice to either object in writing and to state its reasons for such objection and provide any explanation or to cure the alleged noncompliance.** If

Revocation

Grantee has not cured the breach within such sixty (60) day time period or if the Grantor has not otherwise received a satisfactory response from Grantee, the Grantor may then seek to revoke the Franchise at a public hearing. The Grantee shall be given at least thirty (30) days prior written notice of such public hearing, specifying the time and place of such hearing and stating its intent to revoke the Franchise.

- b. At the hearing, the Grantor shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which it shall determine whether or not the Franchise shall be revoked. The public hearing shall be on the record and a written transcript and a certified copy of the findings shall be made available to the Grantee within ten (10) business days. The Grantee may appeal such determination to an appropriate court, which shall have the power to review the decision of the Grantor *de novo*.

c. Upon revocation of the Franchise, Grantee may remove the Cable System from the Streets of the Grantor, or abandon the Cable System in place.

Another cable provider
Impairment
Notification
30 days letter

Equal Protection. If any other provider of cable services or video services (without regard to the technology used to deliver such services) is lawfully authorized by the Grantor or by any other state or federal governmental entity to provide such services using facilities located wholly or partly in the public rights-of-way of the Grantor, the Grantor shall, within thirty (30) days of a written request from Grantee, modify this Franchise to insure that the obligations applicable to Grantee are no more burdensome than those imposed on the new competing provider. If the Grantor fails to make modifications consistent with this requirement, Grantee's Franchise shall be deemed so modified thirty (30) days after the Grantee's initial written notice. As an alternative to the Franchise modification request, the Grantee shall have the right and may choose to have this Franchise with the Grantor be deemed expired thirty (30) days after written notice to the Grantor. Nothing in this Franchise shall impair the right of the Grantee to terminate this Franchise and, at Grantee's option, negotiate a renewal or replacement franchise, license, consent, certificate or other authorization with any appropriate government entity.

- 10. **Confidentiality.** If Grantee provides any books and records to the Grantor, the Grantor agrees to treat as confidential such books, records or maps that constitute proprietary or confidential information. Until otherwise ordered by a court or agency of competent jurisdiction, the Grantor agrees that, to the extent permitted by state and federal law, it shall deny access to any of Grantee's books and records marked confidential to any person.

11. **Notices, Miscellaneous.**

- a. Every notice served upon the Grantor shall be delivered or sent by certified mail, return receipt requested, to:

City of St. Paul
704 6th Street
St. Paul, NE 68873
Attention: City Clerk

and every notice served upon Grantee shall be delivered or sent by certified mail, return receipt requested, to:

Charter Communications
809 Central Avenue
P.O. Box 1448
Kearney, NE 68848
Attn.: Director of Operations

With a copy to:

Charter Communications
3993 Heritage Place N.W.
Rochester, MN 55901
Attn.: Vice President / General Manager

And with a copy to:

Charter Communications
12405 Powerscourt Drive
St. Louis, MO 63131
Attention: Vice President of Government Affairs

- b. All provisions of this Franchise shall apply to the respective parties, their lawful successors, transferees and assigns.
- c. If any particular section of this Franchise shall be held invalid, the remaining provisions and their application shall not be affected thereby.
- d. In the event of any conflict between this Franchise and any Grantor ordinance or regulation, this Franchise will prevail.

12. **Force Majeure.** The Grantee shall not be held in default under, or in noncompliance with the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the Grantee to anticipate and control. This provision includes work delays caused by waiting for utility providers

to service or monitor their utility poles to which Grantee's Cable System is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.

13. Franchise Fee.

30%

- a. Grantee shall pay to the Grantor an annual franchise fee in an amount equal to three percent (3%) of the annual Gross Revenue. Such payment shall be in addition to taxes of general applicability owed to the Grantor by the Grantee that are not included as franchise fees under Federal law. Franchise fees may be passed through to Subscribers as a line item on Subscriber bills or otherwise as Grantee chooses, consistent with Federal law.
- b. Payment of the fee due the Grantor shall be made on an quarterly basis, within sixty (60) days of the close of each calendar quarter. In the event of a dispute, the Grantor, if it so requests, shall be furnished a statement of said payment, reflecting the Gross Revenues and the applicable charges.
- c. No acceptance of any payment by the City shall be construed as a release or as an accord and satisfaction of any claim the City may have for further or additional sums payable as a Franchise fee under this Ordinance or for the performance of any other obligation of the Grantee.

Qtrly

14. Effective Date. The Franchise granted herein will take effect and be in full force from such date of acceptance by Grantee recorded on the signature page of this Franchise. This Franchise shall expire on 3-7-2011 unless extended in accordance with Section 3 of this Franchise or by the mutual agreement of the parties. 3-7-2011 CB

15. Acceptance and Entire Agreement. The Grantor and the Grantee, by virtue of the signatures set forth below, agree to be legally bound by all provisions and conditions set forth in this Franchise. The Franchise constitutes the entire agreement between the Grantor and the Grantee. No modifications to this Franchise may be made without an appropriate written amendment signed by both parties

Considered and approved this 7th day of Mar., 2011.

City of St. Paul, Nebraska

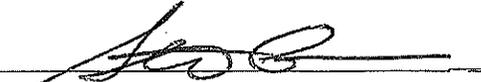
Signature: James H. Snow

Name/Title James H. Snow, Mayor

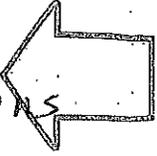
Accepted this 7th day of Mar., 2011, subject to applicable federal, state and local law.

Charter Communications VI, LLC

By Charter Communications, Inc., Its manager

Signature: 

Name/Title: Steven E. Apodaca, President, Operations



Date: 6/8/11

POLE OCCUPANCY AGREEMENT

This is a Pole Occupancy Agreement ("Agreement"), between The City of St. Paul, Nebraska ("Utility") and Charter Communications Licensee.

WHEREAS, LICENSEE proposes to furnish communications services in St. Paul, Nebraska and within the surrounding areas, and desires to erect and maintain aerial cables, wires, and other facilities (hereinafter cumulatively referred to as "facilities") throughout the areas now or hereafter served by Utility, and desires to attach such "facilities" to poles of Utility; and

WHEREAS, Utility is willing to permit to the extent that it may lawfully do so, the attachment of LICENSEE's facilities to its poles, where such use will not interfere with Utility's own primary service requirements, or the primary service requirements of others authorized to use the poles of Utility,

NOW, THEREFORE, Utility and LICENSEE hereby agree as follows:

ARTICLE I

SCOPE OF AGREEMENT

1.1 Service Area. This Agreement shall be in effect in LICENSEE service areas in St. Paul, Nebraska and all areas served by the City of St. Paul and shall apply to designated poles now existing or hereafter constructed.

[OPTIONAL/STANDARD] 1.2 Rights of Parties. The rights and privileges of the LICENSEE shall be subject to the rights and privileges of others upon whom Utility has conferred contractual rights, or privileges to use its poles prior to the execution of this Agreement, or predecessors to this Agreement. Nothing contained in this Agreement shall be construed as a limitation against Utility with respect to any preexisting agreement with others not parties to this Agreement. The rights of the LICENSEE at all times shall be subject to any such prior agreement. However, the rights of any parties to which Utility confers pole occupancy rights after LICENSEE shall be subject to the rights of LICENSEE set forth in this Agreement.

1.3 Authorization. Subject to the provisions of this Agreement, Utility agrees to lease to LICENSEE for any lawful communications purpose, the non-exclusive right to attach its communication facilities to Utility's poles. No use of Utility's poles, however extended, or payment of fees or charges required under this Agreement, shall create or vest in LICENSEE any ownership of property rights in such poles. LICENSEE's rights herein shall be and remain a mere lease for the duration of the Agreement.

1.4 Assignment. LICENSEE may not assign its rights under this Agreement to any other entity without the Utility's prior written consent, which consent shall not be unreasonably withheld, except that LICENSEE may assign its rights under this Agreement to any subsidiary or affiliated company in which LICENSEE holds a 10% or greater interest without obtaining Utility's consent.

1.5 Facility Removal. Upon termination of this Agreement for any reason, LICENSEE, at the request of Utility, shall remove at LICENSEE's expense, all cable facilities from Utility facilities. The maximum time limit for LICENSEE to remove its facilities from Utility facilities shall be two years. If LICENSEE has not removed its facilities within such two-year period, LICENSEE forfeits all rights to any bond, or certificate of deposit, and Utility may remove LICENSEE facilities at LICENSEE's expense.

1.6 Authorizations Required. LICENSEE shall secure all authorizations and franchises required by any governmental authority for the construction, operation and maintenance of the facilities.

ARTICLE II

PLACING, TRANSFERRING OR REARRANGING ATTACHMENTS

2.1 Permit Application Confidentiality. Before making attachment to any pole or poles of Utility, the LICENSEE shall submit a permit application and receive from Utility a permit for such attachment. All materials submitted by LICENSEE in connection with pole-permit applications are to be handled and reviewed only by those utility personnel directly responsible for the coordination and administration of joint-use requests. Such materials are of a confidential, proprietary, and commercially sensitive nature and shall not be disclosed by Utility or its employees for any reason to process and administer Licensee's pole-permit application request. Utility shall not make additional copies of Licensee's permit application materials without express advance authorization of Licensee.

2.2 Makeready Pole Replacements. Whenever any pole to which LICENSEE seeks attachment must be modified or replaced to accommodate both LICENSEE's facilities and Utility's existing attachments, as well as the attachment of other preexisting occupants, Utility will provide LICENSEE with a detailed estimate of makeready work it believes to be necessary to prepare the pole for cable operator's facilities. Utility will provide LICENSEE with such estimate within 15 days of receiving LICENSEE's application for attachment. After receiving this estimate, if LICENSEE still desires to make the attachments, LICENSEE shall notify Utility within 15 days of receiving such estimate of such continuing desire to attach, and shall pay to Utility any required advance payment for such makeready work, which may include engineering, materials (including poles and associated hardware), cost of removal (less any salvage value), and the expense of transferring Utility's facilities from the old to the new poles. Where the advance payment of estimated expenses made to Utility by LICENSEE for both non-replacement makeready or pole replacements is less than the cost of work described above, LICENSEE agrees to pay Utility all sums due in excess of the amount of the advance payment. Where the advance payment of estimated expenses made to Utility by LICENSEE exceeds such costs, Utility agrees to refund the difference to LICENSEE. The LICENSEE shall also make satisfactory arrangements with the owner or owners of other facilities attached to said poles for the transfer or rearrangement of such other facilities. Utility shall commence all requested makeready and pole replacement work within 15 days of receiving any work request confirmation and any required advance payment from LICENSEE.

2.3 Cost Allocation Among Multiple Users. When applications to occupy the same pole have been received from two or more prospective occupants, including LICENSEE, before any one of them is given a permit, and, if to accommodate their respective attachments on the pole it would be necessary to rearrange existing attachments or replace the pole, the applicable costs of rearrangement or replacement incurred in conjunction with such simultaneous applications shall be pro-rated equitably among such simultaneously attaching parties.

2.4 Pole Replacements.

(A) Should Utility replace any poles because of (i) deterioration or (ii) the requirements of public authorities or property owners, and should LICENSEE desire to occupy the new pole, in addition to being obligated to transfer its attachments to the new pole at its own expense, LICENSEE shall reimburse Utility only for the cost of any increment of pole height or strength provided specifically for the LICENSEE's sole requirements over and above the pole height and strength required by the Utility.

(B) Should Utility replace any poles because of the increased requirements of more than one pole occupant, including LICENSEE, LICENSEE shall be responsible only for its transfer costs from the old pole to the new pole and only for the cost of any non-betterment portion of the new pole.

(C) Should Utility replace any poles solely because of the LICENSEE's increased requirements, in addition to being obligated to transfer its attachments to the new pole at its own expense, LICENSEE shall pay those costs and expenses associated with the transfer of other pole occupants' facilities from the old pole to the new pole

(D) Should the increased requirements of Utility and/or the requirements or increased requirements of other non-LICENSEE occupants call for the replacement of any poles without any increase in the requirements of LICENSEE, LICENSEE shall not be required to bear any costs associated with such pole replacements, and LICENSEE shall be reimbursed or any costs associated with the transfer of its facilities from the old pole to the new pole. Whenever Utility intends to modify a pole, Utility shall provide 45-days advance written notification of such action to LICENSEE so that LICENSEE may have a reasonable opportunity to add to or to modify its attachment.

2.5 Maintenance of LICENSEE Facilities/Tree Trimming. The LICENSEE, at its own expense and risk and by the terms of this Agreement, shall place, transfer, and rearrange its own attachments, place guys to sustain any unbalanced loads caused by its own attachments, and perform any tree trimming or cutting incidental thereto. LICENSEE at all times shall perform such work promptly and in such manner as not to interfere with the service of Utility or by other pole occupants.

2.6 Drop Poles. Notwithstanding any other provision, after initial construction of its communications distribution plant, LICENSEE shall have the right to attach non-current carrying drops to drop poles without prior application, provided that LICENSEE shall forward a notice of attachment quarterly for billing adjustments.

2.7 Continuous Utility Operation. LICENSEE expressly agrees that Utility's circuits are to continue in normal operation during LICENSEE's performance of any construction or maintenance, and that LICENSEE is to provide and use all protective equipment necessary for the protection of LICENSEE's employees and equipment and to guard against interferences with normal operation of utility circuits.

2.8 Compliance with Safety Codes. LICENSEE shall maintain its facilities attached to Utility poles in safe condition and in thorough repair, and in compliance with the National Electric Code ("NEC") and National Electrical Safety Code ("NESC").

2.9 Facility Modification at Utility Request. LICENSEE shall, at Utility's expense, upon a minimum of 45-days notice from Utility, remove, relocate, replace, or renew its facilities placed on any pole or pole line, or transfer them to substituted poles, or perform any other work in connection with said facilities that may be required by Utility, provided, however, that if LICENSEE does not perform requested work within sixty (60) days of notice from Utility, Utility may relocate, replace or renew the facilities placed on said poles by LICENSEE, transfer them to substituted poles, or perform any other work in connection with such facilities that may be required. In cases of emergency, upon prior notice to LICENSEE, Utility may remove or otherwise modify LICENSEE's facilities for the sole purpose of remedying such emergency.

2.10 Supplements to Safety Codes. The requirements of the National Electric Code or National Electrical Safety Code may be supplemented as required by developments and improvements in the industry, after consultation with LICENSEE. Upon receipt of the final supplement(s), LICENSEE shall have 60 days to begin compliance with such supplemental requirements, with respect to (1) all new facilities installed after said date and to (2) the replacement of existing facilities. Utility shall apply to LICENSEE only such specifications, standards and practices as are uniformly applied to all parties attached to the poles.

2.11 Non-Interference with Utility Facilities. LICENSEE at all times shall ensure that its agents, servants, employees, and contractors neither take nor attempt to take any action whatsoever to Utility's wires, attachments, and other facilities attached to or supported by poles covered by this Agreement. Each party shall exercise reasonable precautions to avoid damage to the facilities of the other.

ARTICLE III
SAFETY INSPECTION

3.1 New Cable Installations. Utility reserves the right to inspect each new LICENSEE installation on Utility poles and in the vicinity of Utility lines. Utility also reserves the right to make periodic inspections to determine if LICENSEE's construction complies with the approved shop drawings, construction drawings, and/or safety codes, and, to determine if unauthorized attachments have been made to Utility's poles. Such inspections shall occur no more frequently than once every two years.

ARTICLE IV
ABANDONMENT OF JOINT POLES AND REMOVAL OF ATTACHMENTS

4.1 Notice. LICENSEE, at any time, may remove its attachments from any pole or poles of Utility, and shall give Utility written notice within seven (7) days of such removal.

4.2 Pole Abandonment. If Utility desires at any time to abandon any pole(s), it shall give LICENSEE notice in writing to that effect at least forty-five (45) days prior to the date on which it intends to abandon such pole. If, at the expiration of such period, Utility has no attachments on such pole(s) but LICENSEE has not removed all of its attachments from such poles, Utility may remove LICENSEE's attachments. In the alternative, Utility may sell the joint pole(s) to LICENSEE. In such event, LICENSEE shall hold utility harmless from all obligation, liability, damages, costs, expenses or charges incurred thereafter, and not arising out of any prior event or occurrence theretofore as a result of any attachments to such pole. LICENSEE shall pay Utility a sum equal to the current in-place value less expired service life of such abandoned pole or poles at time of abandonment. Expired service life shall be based on an assumed pole life of twenty-five (25) years.

ARTICLE V
RENTAL AND PROCEDURE FOR PAYMENTS

5.1 Rental Rate. The annual rental amount to be paid by LICENSEE shall be \$3.50 per pole. Any change in rental within this range shall be pursuant to written notice by Utility issued at least 60 days prior to the commencement of the new billing period and approved, in advance of Utility's issuance of such written notice by the Federal Communications Commission or other appropriate agency.

5.2 Billing Cycle. Billing shall be rendered on February 1 of each year, for the preceding year.

5.3 Payment Due Date. Rental payments shall be due and payable in full on March 1 of each year. Rental bills shall be considered delinquent if not paid in full by the 30th day of March. Nonpayment of any amount due under this Section, by the 30th day of the month, shall constitute a default of this Agreement if such amount remains unpaid ten (10) days after receipt of written notice of such non-payment.

5.4 Pole Inventory. LICENSEE and Utility acting in cooperation for purposes of rendering bills, shall tabulate the total number of LICENSEE attachments on Utility poles. This tabulation, shall be based on a perpetual inventory of permits.

[OPTION FOR AUDIT CLAUSE] 5.5 LICENSEE and Utility shall together maintain a perpetual inventory of total LICENSEE contacts and all future rental fees shall be based on such perpetual inventory. Utility shall have the right to require a jointly conducted physical inventory of LICENSEE's attachments on Utility poles upon ninety (90) days advance written notice. In such event, Utility hereby agrees to select an independent contractor for the performance of such physical inventory through a competitive bid process. LICENSEE shall be permitted to supplement Utility's invitation to bid list to include contractors designated by LICENSEE. A jointly conducted physical inventory shall be taken no more frequently than once every four (4) years; provided, however, that Utility may request and require a jointly conducted physical inventory to be taken more frequently in the event of a default by Licensee in the performance of its obligations hereunder. The cost of such physical inventory shall be shared equally among all users of the poles.

5.6 Inventory from Plant Records. As an alternative to performance of the jointly conducted physical inventory, the parties may, if mutually agreeable, determine the number of attachments from existing maps and/or attachment records provided that such maps or records exist and provided that each party agrees that results with reasonable accuracy can be achieved. If the parties agree to this method, any maps and/or records belonging to one of the parties and utilized to count attachments, shall be made accessible to the other party and the number of attachments shall be determined through a mutual and cooperative effort of both parties. The results of attachment counts performed in this manner shall be treated, for the purpose of determining rentals and other charges due for unauthorized attachments, as if results were achieved by an actual jointly conducted physical inventory.

5.7 Inventory Disparity. In the event that the number of poles (except for drop poles) to which LICENSEE has attached its facilities differs from the number shown in Utility records, the difference shall be prorated over the period since the last such accounting or to the date of this Agreement, whichever is later. If this results in an increase in the number of poles to which LICENSEE has attached for any year during such period, LICENSEE shall forthwith pay to Utility the fees due for such poles for such years. If the duration of LICENSEE's attachments cannot be determined, it will be presumed that such facilities shall have been attached for a period not to exceed two (2) years. If the total number of poles results in a decrease in the number of poles to which LICENSEE has attached for any year during such period, Utility shall refund to LICENSEE the fees previously paid for such poles for such years. If the

duration of such period of non-attachment cannot be determined, it will be presumed that such facilities shall have been attached for a period not to exceed two (2) years.

ARTICLE VI

LIABILITY AND INSURANCE

6.1 Allocation of Liability. When any liability is incurred by either or both of the parties hereto for damages for injuries to the employees or for injury to the property of either party, or for injuries to other persons or their property, arising out of the joint use of facilities under this Agreement, or due to the proximity of the facilities of the parties covered by this Agreement, the liability for such damages, as between the parties hereto, shall be as follows:

(A) Each party shall be liable for all damages for such injuries to third persons or third person's property caused solely by its negligence or solely by its failure to comply at any time with the practices herein provided.

(B) In the event such injuries are proximately caused by the concurrent negligence of both parties hereto, each party shall be liable for such damages in the same proportion that the damages caused by the negligence of the respective party bears to the total damages.

(C) Where, on account of injuries of the character described in the preceding paragraphs of this Article, either party hereto shall be required to make any payment to its injured employees or to the relatives or representatives in conformity with: (1) the provisions of any Workers' Compensation Act or any act creating a liability in the employer to pay compensation for personal injury to an employee by accident arising out of and in the course of the employment, whether based on negligence on the part of the employer or not, or (2) any plan for employees' disability benefits or death benefits now established or hereafter adopted by the parties hereto or either of them, such payments shall be construed to be damages within the terms of the preceding sections of this Article.

(D) All claims for damages arising hereunder that are asserted against or affect both parties hereto shall be dealt with by the parties hereto jointly; provided, however, that in any case under the provisions of Section (B) of this Paragraph where the claimant desires to settle any such claim upon terms acceptable to one of the parties hereto but not to the other, the party to which said terms are acceptable, at its election, may pay to the other party the share of the expense which such settlement would involve, and thereupon such other party shall be bound to protect the party making such payment from all further liability and expense on account of such claim.

(E) In the adjustment between the parties hereto of any claim for damages arising hereunder, or the liability assumed hereunder, the parties shall include, in addition to the amounts paid to the claimant, all expenses

incurred by the parties in connection therewith, which shall comprise costs, attorney fees, disbursements and other proper charges and expenditures.

(F) LICENSEE shall indemnify and save Utility harmless from and against all liability including but not limited to all costs, attorneys' fees, disbursements, and other proper charges and expenditures that Utility may incur, regardless of LICENSEE's insurance limits, solely as a result of LICENSEE's negligence or breach of the terms of this Agreement, or the willful or grossly negligent acts of LICENSEE, its employees, agents, servants or independent contractors (other than Utility), while in the course of their employment or in the performance of their contract which causes damages to third parties or to the property of third parties, except for such damages that are the result of interferences or interruptions in electric, gas, telecommunications, or water service, which are proximately caused by such acts, omissions or breaches. The agreement to indemnify and save harmless Utility is conditioned on the following:

- (i) that Utility shall give reasonable notice in writing to LICENSEE of such a claim; and
- (ii) that LICENSEE shall have the sole control of the defense of any action on such a claim, and all negotiations for the settlement or compromise of the same; and
- (iii) should any situation become, or in LICENSEE's opinion be likely to become, the subject of any such claim or action, Utility shall permit LICENSEE, at the option and expense of LICENSEE, to take such reasonable action as may be appropriate under the circumstances to avoid such claim, or to effectuate the settlement thereof; and
- (iv) LICENSEE shall have no liability to Utility hereunder for any damages caused solely by Utility, its agents, servants, employees, or independent contractors (other than LICENSEE).

6.2 Settlement. In the event LICENSEE compromises or settles such a claim with a third party, LICENSEE shall obtain a release of all claims arising out of that particular incident against Utility, in addition to any release in favor of LICENSEE.

6.3 Insurance Requirements. LICENSEE shall carry and keep in force, while this Agreement is in effect, insurance contracts, policies and protection in a reliance company or companies satisfactory to Utility in amounts and for coverage deemed necessary for its protection by LICENSEE, but in no event for amounts or coverage less than the following minimum requirements:

(A) Comprehensive general liability insurance and independent contractors insurance, with minimum limits of \$500,000 each occurrence for bodily injury, and \$250,000 each occurrence and \$500,000 aggregate for property damage, including coverage for damage caused by blasting, collapse of structural injury, and/or damage to underground facilities, protecting LICENSEE against and in respect to all matters, liabilities, contingencies, and responsibilities created, referred to or touched upon in this Agreement, including, without limiting the foregoing, contractual liability insurance covering LICENSEE's obligations under this Agreement with minimum limits of \$500,000 each occurrence for bodily injury, and \$250,000 each occurrence and \$500,000 aggregate for property damage to indemnify and to so hold Utility harmless.

(B) LICENSEE shall also carry and keep in force, while this Agreement is in effect, Workers' Compensation insurance in compliance with the laws of this State and employer's liability insurance with minimum limits of \$500,000.

(C) LICENSEE shall furnish Utility with certificates of insurance showing that such insurance is in force and will not be cancelled or modified without thirty (30) days' prior written notice to the General Manager of Utility. Neither acceptance nor knowledge (by and of Utility) of the procurement of LICENSEE of insurance protection of lesser scope than that required to be procured by them under this Agreement shall in any manner or for any purpose constitute or be deemed a waiver by Utility of the requirements imposed respecting insurance protection, nor shall any such acceptance or knowledge of insurance protection of lesser scope in any manner or for any purpose lessen or modify or constitute a limiting interpretation of the scope of the matters covered by and obligations of LICENSEE under this Agreement.

ARTICLE VII REASONABLE CONDUCT

7.1 The parties agree to conduct themselves reasonably and in good faith in implementing the terms of this Agreement.

ARTICLE VIII TERM OF AGREEMENT

8.1 This Agreement shall become effective upon its execution and shall continue in effect for ten years. The contract shall be renewed automatically for another ten years unless the LICENSEE is in substantial and material noncompliance, and is afforded notice and an opportunity to cure pursuant to Section 10.3.

ARTICLE IX

TERMINATION AND DEFAULTS

9.1 Default. If LICENSEE shall default in any obligation under this Agreement, Utility, in addition to all other legal and equitable remedies which it may pursue or obtain or have, may:

(A) require the obligation be fulfilled, in which event, in each such instance, LICENSEE shall be obligated to reimburse Utility for the cost thereof,

(B) if the obligation cannot be remedied pursuant to (A), Utility may terminate LICENSEE's use of particular poles covered by this Agreement; or

(C) Utility may, at its option, terminate this Agreement in its entirety.

9.2 Termination Effective Date. Any such termination shall be effective by written notice from Utility to LICENSEE, and termination shall be effective at such time as shall be stated in the notice.

9.3 Opportunity to Cure. Prior to exercising any remedy or terminating this Agreement, Utility shall provide notice to LICENSEE and an opportunity to cure within sixty (60) days, or within such time frame as is reasonable to effect cure which cannot be completed within sixty (60) days. If LICENSEE cures the default during this time, LICENSEE's only liability shall be to reimburse Utility for the costs of a default and Utility may not terminate this Agreement.

9.4 Refunds. In the event this Agreement is terminated because of Licensee's default or noncompliance, Licensor shall refund to Licensee any unused prepaid charges based on the average date of removal of the attachments.

IN WITNESS WHEREOF, the parties hereto have their respective officers who are duly authorized to execute this Agreement below.

[UTILITY NAME]

Date: 6-5-00

By: 

[LICENSEE NAME]

Date: 6-21-00

By: 

Connie Beck

From: Christa Hofferber <Christa.Hofferber@nebraskablue.com>
Sent: Wednesday, April 12, 2023 10:49 AM
To: Connie Beck; Matt Green
Cc: Jane Limbach
Subject: LIGHT July 1, 2023
Attachments: City of St. Paul.pdf; 2023 LIGHT Rate Table 11.pdf

Dear City of St. Paul,

We've attached information about the renewal of your League Insurance Government Health Plan (LIGHT), through Blue Cross and Blue Shield of Nebraska (BCBSNE).

PREMIUM CHANGE

Starting July 1, 2023, the LIGHT health plan will experience an overall blended premium increase of 4.04%.

Every year, our actuarial team evaluates the network and plan design relativities for each product sold. This year, the regional networks will experience these rate changes:

- **NETwork BLUE: 4.04% increase**
- Premier Select BlueChoice: 4.04% increase
- Blueprint Health: 4.04% increase

Please note the change in the rate band nomenclature. The current rate bands will now be numeric rather than alpha. As an example, rate band C would now be rate band 3. Please review the rate table structure at the end of this letter for a visual explanation*.

BENEFITS

There are no benefit changes for the upcoming plan year. For information about the deductible, coinsurance and/or copay amounts, please refer to the Options-at-a-Glance at NebraskaBlue.com/LIGHT.

OPEN ENROLLMENT

During open enrollment, employees may make changes or enroll in any of the available plan options.

Action Required: Please read the attached renewal document. Then, review the attached subgroup application for accuracy. To ensure your 2023 benefits are updated in a timely manner, please complete the attached application and then, email it to Christa Hofferber and Jane Limbach by May 31, 2023.

Please do not wait for all your employees to complete their open enrollment before you submit the subgroup application. Although we will accept subgroup application forms after the deadline, we cannot guarantee any plan changes (your group may choose to make) or enrollment changes will be processed prior to July 1, 2023. If you have not returned your subgroup application prior to June 9, 2023, your group will automatically be renewed on your current plan choices in accordance with the renewal rates provided.

SUMMARY OF BENEFITS AND COVERAGE (SBC)

Under the Affordable Care Act, employers are required to provide a copy of their SBC to all eligible (not just enrolled) employees. To view the 2023 SBCs for LIGHT, please visit NebraskaBlue.com/LIGHT.

If you have any questions, please contact your insurance agent/broker or a member of your BCBSNE account management team.

We appreciate the opportunity to be there for you as a member of the LIGHT health plan!

Sincerely,

Blue Cross and Blue Shield of Nebraska

*Rate table assignments

| LIGHT Rate Table Changes | |
|--------------------------|------|
| Table Assignments | |
| 2022 | 2023 |
| A | 1 |
| B | 2 |
| C | 3 |
| D | 4 |
| E | 5 |
| F | 6 |
| G | 7 |
| H | 8 |
| I | 9 |
| J | 10 |
| K | 11 |
| L | 12 |
| M | 13 |
| N | 14 |
| O | 15 |

DISCLAIMER

This communication, along with any attachments, is covered by federal and state law governing electronic communications and may contain confidential and legally privileged information. It is intended solely for the addressee. If you are reading this message, but you are not the intended recipient, you are hereby

The federal government will end the COVID-19 emergency declarations on May 11, 2023. This means starting May 12, 2023, standard health plan provisions will apply with cost shares as applicable for COVID-19 testing, related services and vaccine administration.

Read more (<https://newsroom.nebraskablue.com/how-blue-cross-and-blue-shield-of-nebraska-is-resp>)



< Home (/en) / League Insurance Government Health Team

League Insurance Government Health Team

League Insurance Government Health Team (LIGHT) membership gives you, your staff, and eligible dependents access to group health plans from Blue Cross and Blue Shield of Nebraska.

Please view your health plan documents below.

Blue Cross and Blue Shield of Nebraska and LIGHT truly value your participation in these plans.

- 2022
- myNebraskaBlue
- Pharmacy Tools



Schedule of Benefits Summary

Group Name: League Insurance Government Health Team

Effective Date: July 01, 2022

| Payment for Services | In-network Provider | Out-of-network Provider |
|---|-----------------------------|------------------------------|
| <p>Covered Services are reimbursed based on the Allowable Charge. Blue Cross and Blue Shield of Nebraska In-network Providers have agreed to accept the benefit payment as payment in full, not including Deductible, Coinsurance and/or Copayment amounts and any charges for non-covered services, which are the Covered Person's responsibility. That means In-network providers, under the terms of their contract with Blue Cross and Blue Shield, can't bill for amounts over the Contracted Amount. Out-of-network Providers can bill for amounts over the Out-of-network Allowance.</p> | | |
| <p>In-network Provider: The provider network is shown on your I.D. card. For help in locating In-network Providers, visit www.NebraskaBlue.com.</p> | | |
| <p>Deductible (the amount the Covered Person pays each Calendar Year for Covered Services before the Coinsurance is payable)</p> <ul style="list-style-type: none"> Individual Family (Embedded*) | <p>\$6,750 \$13,500</p> | <p>\$13,500 \$27,000</p> |
| <p>Coinsurance (the percentage amount the Covered Person must pay for most Covered Services after the Deductible has been met)</p> <ul style="list-style-type: none"> Covered Person Pays | <p>0%</p> | <p>0%</p> |
| <p>Out-of-pocket Limit (does not include premium, penalty and amounts not covered by the plan)</p> <ul style="list-style-type: none"> Individual Family (Embedded*) | <p>\$6,750 \$13,500</p> | <p>\$13,500 \$27,000</p> |
| <p>Once the annual Out-of-pocket Limit is reached, most Covered Services are payable by the plan at 100% for the rest of the Calendar Year.</p> | | |
| <p>In-network and Out-of-network Deductible and Out-of-pocket Limits are separate and do not cross accumulate. All other limits (days, visits, sessions, dollar amounts, etc.) do cross accumulate between In-network and Out-of-network, unless noted differently.</p> | | |
| <p>Day, session or visit limits for certain services shown on this summary are not applicable to Mental Illness and/or Substance Dependence and Abuse.</p> | | |
| <p>*Embedded – If you have single coverage, you only need to satisfy the individual Deductible and Out-of-pocket Limit amounts. If you have family coverage, no one family member contributes more than the individual amount. Family members may combine their covered expenses to satisfy the required family Deductible and Out-of-pocket amounts.</p> | | |

Copayment(s) (copay(s)) apply to:

This plan has no medical or prescription drug copays

The Deductible must be met each Calendar Year before Copays and Coinsurance are applicable.

Out-of-pocket Limit includes:

- Deductible
- Coinsurance

| Covered Services – Illness or Injury | In-network Provider | Out-of-network Provider |
|---|--|--|
| Physician Office | | |
| <ul style="list-style-type: none"> Primary Care Physician Office Visit | Deductible and Coinsurance | Deductible and Coinsurance |
| <ul style="list-style-type: none"> Specialist Physician Office Visit | Deductible and Coinsurance | Deductible and Coinsurance |
| <ul style="list-style-type: none"> Other Covered Services and supplies provided in the Physician’s Office (with or without an office visit billed) | Deductible and Coinsurance | Deductible and Coinsurance |
| <ul style="list-style-type: none"> Allergy Injections and Serum | Deductible and Coinsurance | Deductible and Coinsurance |
| <ul style="list-style-type: none"> Other Injections | Deductible and Coinsurance | Deductible and Coinsurance |
| <p>Primary Care Physician is a physician who has a majority of his or her practice in internal or general medicine, obstetrics/gynecology, general pediatrics or family practice. A physician assistant is covered in the same manner as a Primary Care Physician.</p> <p>Specialist Physician is a physician who is not a Primary Care Physician.</p> <p>Office Visit Benefits for Primary Care and Specialist Physician Office Visit include office visits (including the initial visit to diagnose pregnancy) and consultations.</p> <p>Other Covered Services not part of the Physician Office Benefit (Refer to the appropriate category for benefit information) include: Allergy Injections & Serum; Other Injections; Advanced Diagnostic Imaging (CT, MRI, MRA, MRS, PET & SPECT scans and other Nuclear Medicine); Pregnancy Services; Preventive Services; Radiation Therapy & Chemotherapy; Surgery & Anesthesia; Therapy & Manipulations; Durable Medical Equipment; Sleep Studies; Biofeedback; Psychological Evaluations, Assessments, and Testing.</p> | | |
| Telehealth Services | Deductible and Coinsurance | Not Covered |
| Convenient Care/Retail Clinics (Quick Care) | Same as a Primary Care Physician | Deductible and Coinsurance |
| Urgent Care Facility Services | Deductible and Coinsurance | Deductible and Coinsurance |
| Emergency Care Services (services received in a Hospital emergency room setting) <ul style="list-style-type: none"> Facility Professional Services | Deductible and Coinsurance Deductible and Coinsurance | In-network level of benefits In-network level of benefits |
| Outpatient Hospital or Facility Services Services such as surgery, laboratory and radiology, cardiac and pulmonary rehabilitation, observation stays, and other services provided on an outpatient basis | Deductible and Coinsurance | Deductible and Coinsurance |
| Inpatient Hospital or Facility Services Charges for room and board, diagnostic testing, rehabilitation and other ancillary services provided on an inpatient basis | Deductible and Coinsurance | Deductible and Coinsurance |
| Orthopedic Specialty Hospital or Facility Services | Deductible and Coinsurance | Deductible and Coinsurance |
| <p>NOTE: Coinsurance may be waived if Covered Services are provided at a designated Preferred Center. See www.NebraskaBlue.com for a list of Covered Services and designated hospitals.</p> | | |

| Preventive Services | In-network Provider | Out-of-network Provider |
|--|--|--|
| Preventive Services <ul style="list-style-type: none"> Affordable Care Act (ACA) required preventive services (may be subject to limits that include, but are not limited to, age, gender, and frequency) ACA required covered preventive services (outside of limits) Other covered preventive services not required by ACA, such as: <ul style="list-style-type: none"> Laboratory tests as specified by Us, including urinalysis and complete blood count; general health panel; metabolic panel; prostate cancer screening (PSA) and hearing exams All other laboratory tests; radiology, cardiac stress tests; EKG; pulmonary function and other screenings and services | Plan Pays 100% Plan Pays 100% Plan Pays 100% Same as an illness | Deductible and Coinsurance Deductible and Coinsurance Deductible and Coinsurance Same as an illness |
| Immunizations <ul style="list-style-type: none"> Pediatric (up to age 7) Age 7 and older Related to an illness | Plan Pays 100% Plan Pays 100% Same as any other illness | Coinsurance Deductible and Coinsurance Same as any other illness |

| Mental Illness and/or Substance Dependence and Abuse Covered Services | In-network Provider | Out-of-network Provider |
|---|--|---|
| Inpatient Services | Deductible and Coinsurance | Deductible and Coinsurance |
| Outpatient Services <ul style="list-style-type: none"> Office Services Telehealth Services All Other Outpatient Items & Services | Deductible and Coinsurance Deductible and Coinsurance Deductible and Coinsurance | Deductible and Coinsurance Not Covered Deductible and Coinsurance |
| Emergency Care Services (services received in a Hospital emergency room setting) <ul style="list-style-type: none"> Facility Professional Services | Deductible and Coinsurance Deductible and Coinsurance | In-network level of benefits In-network level of benefits |

| Other Covered Services – Illness or Injury | In-network Provider | Out-of-network Provider |
|---|--|--|
| Acupuncture | Not Covered | Not Covered |
| Advanced Diagnostic Imaging (CT, MRI, MRA, MRS, PET & SPECT scans and other Nuclear Medicine) | Deductible and Coinsurance | Deductible and Coinsurance |
| Ambulance (to the nearest facility for appropriate care) <ul style="list-style-type: none"> • Ground Ambulance • Air Ambulance | Deductible and Coinsurance Deductible and Coinsurance | In-network level of benefits In-network level of benefits |
| Autism Spectrum Disorder | Same as mental illness | Same as mental illness |
| Biofeedback | Deductible and Coinsurance | Deductible and Coinsurance |
| Bone Anchored Hearing Aids and Cochlear Implants | Deductible and Coinsurance | Deductible and Coinsurance |
| Dermatological Services | Same as any other illness | Same as any other illness |
| Diabetic Services Services include education, self-management training, podiatric appliances and equipment. | Deductible and Coinsurance | Deductible and Coinsurance |
| Drugs Administered in an Outpatient Setting (such as home, physician office and other outpatient settings) (NOTE: Some prescription drugs and covered services administered in an outpatient setting, other than a hospital emergency room, are only payable under the Prescription Drug category. A list of these drugs and covered services is available on the website www.NebraskaBlue.com or by contacting the Member Services Department.) | Not Covered | Not Covered |
| Durable Medical Equipment and Supplies (including Prosthetics) (rental or purchase, whichever is least costly; rental shall not exceed the cost of purchasing) | Deductible and Coinsurance | Deductible and Coinsurance |
| Eye Glasses or Contact Lenses Only covered if required because of a change in prescription as a result of intraocular surgery or ocular injury (must be within 12 months of surgery or injury) | Deductible and Coinsurance | Deductible and Coinsurance |

| Other Covered Services – Illness or Injury | In-network Provider | Out-of-network Provider |
|--|--|--|
| Hearing Aids (up to age 19 limited to \$3,000 every 48 months) | Same as any other illness | Same as any other illness |
| Home Health Aide, Skilled Nursing and Respiratory Care <ul style="list-style-type: none"> Home Health Aide (limited to 60 days per Calendar Year) Skilled Nursing Care (limited to 8 hours per day) Respiratory Care (limited to 60 days per Calendar Year) | Deductible and Coinsurance Deductible and Coinsurance Deductible and Coinsurance | Deductible and Coinsurance Deductible and Coinsurance Deductible and Coinsurance |
| Home Infusion Therapy | Deductible and Coinsurance | Deductible and Coinsurance |
| Hospice Services | Deductible and Coinsurance | Deductible and Coinsurance |
| Independent Laboratory <ul style="list-style-type: none"> Diagnostic Preventive | Deductible and Coinsurance Same as Preventive Services In-network level of benefits | In-network level of benefits Same as Preventive Services In-network level of benefits |
| Infertility <ul style="list-style-type: none"> Services to diagnose Treatment to promote fertility | Same as any other illness Not Covered | Same as any other illness Not Covered |
| Nicotine Addiction <ul style="list-style-type: none"> Medical services and therapy Nicotine addiction classes & alternative therapy, such as acupuncture | Same as Substance Dependence and Abuse Not Covered | Same as Substance Dependence and Abuse Not Covered |
| Obesity <ul style="list-style-type: none"> Non-surgical treatment Surgical Treatment | Not Covered Not Covered | Not Covered Not Covered |
| Oral Surgery and Dentistry Services such as incision and drainage of abscesses and excision of tumors and cysts. Dental treatment when due to an accidental injury to naturally healthy teeth (treatment related to accidents must be provided within 12 months of the date of injury). | Deductible and Coinsurance | Deductible and Coinsurance |
| Organ and Tissue Transplantation | Deductible and Coinsurance | Deductible and Coinsurance |
| Ostomy Supplies | Deductible and Coinsurance | Deductible and Coinsurance |

| Other Covered Services – Illness or Injury | In-network Provider | Out-of-network Provider |
|--|--|--|
| Physician Professional Services Inpatient and Outpatient services, such as, surgery, surgical assistant, anesthesia, inpatient hospital visits and other non-surgical services | Deductible and Coinsurance | Deductible and Coinsurance |
| Pregnancy, Maternity and Newborn Care <ul style="list-style-type: none"> • Pregnancy and maternity (Payment for prenatal and postnatal care is included in the payment for the delivery) • Newborn care NOTE: Newborns are covered at birth, subject to the plan's enrollment provisions. | Deductible and Coinsurance Deductible and Coinsurance | Deductible and Coinsurance Deductible and Coinsurance |
| Radiation Therapy and Chemotherapy | Deductible and Coinsurance | Deductible and Coinsurance |
| Radiology (x-ray) Services and other Diagnostic Test | Deductible and Coinsurance | Deductible and Coinsurance |
| Rehabilitation Services – Inpatient Facility | Deductible and Coinsurance | Deductible and Coinsurance |
| Rehabilitation Services <ul style="list-style-type: none"> • Cardiac rehabilitation (limited to 18 sessions per diagnosis) • Pulmonary Rehabilitation (Chronic lung disease is limited to 18 sessions per diagnosis, not to exceed 18 sessions per Calendar Year. Lung, heart-lung transplants and lung volume are limited to 18 sessions following referral and prior to surgery plus 18 sessions within six months of discharge from hospital following surgery.) | Deductible and Coinsurance Deductible and Coinsurance | Deductible and Coinsurance Deductible and Coinsurance |
| Renal Dialysis | Deductible and Coinsurance | Deductible and Coinsurance |

| Other Covered Services – Illness or Injury | In-network Provider | Out-of-network Provider |
|---|--|--|
| Sexual Dysfunction | Not Covered | Not Covered |
| Skilled Nursing Facility (limited to 60 days per Calendar Year) | Deductible and Coinsurance | Deductible and Coinsurance |
| Sleep Studies | Deductible and Coinsurance | Deductible and Coinsurance |
| Temporomandibular and Craniomandibular Joint Disorder | Deductible and Coinsurance | Deductible and Coinsurance |
| Therapy & Manipulations <ul style="list-style-type: none"> Physical, occupational or speech therapy services, chiropractic or osteopathic physiotherapy (combined limit to 60 sessions per Calendar Year for both rehabilitative and habilitative services) Chiropractic or osteopathic manipulative treatments or adjustments (combined limit to 30 sessions per Calendar Year) | Deductible and Coinsurance Deductible and Coinsurance | Deductible and Coinsurance Deductible and Coinsurance |
| Vision Exams <ul style="list-style-type: none"> Diagnostic (to diagnose an illness) Preventive (routine exam including refraction) | See Physician Office Services Not Covered | See Physician Office Services Not Covered |
| Wigs | Not Covered | Not Covered |
| All Other Covered Services | Deductible and Coinsurance | Deductible and Coinsurance |

| Prescription Drugs | In-network Provider | Out-of-network Provider |
|--|---|--|
| Prescription Drug Deductible (the amount the Covered Person pays each Calendar Year for Covered Prescription Drugs before the Prescription Drug Copayments and/or Coinsurance are applicable) <ul style="list-style-type: none"> • Individual • Family | | Not Applicable Not Applicable |
| Retail – per 30-day supply <ul style="list-style-type: none"> • Generic drugs (including non-preferred contraceptives) • Preferred Brand Name Drugs • Non-preferred Brand Name Drugs | Deductible and Coinsurance Deductible and Coinsurance Deductible and Coinsurance | Deductible and 50% Coinsurance Deductible and 50% Coinsurance Deductible and 50% Coinsurance |
| NOTE: A 90-day supply is available at an Extended Supply Network | | |
| Home Delivery – per 90-day supply <ul style="list-style-type: none"> • Generic drugs (including non-preferred contraceptives) • Preferred Brand Name Drugs • Non-preferred Brand Name Drugs | Deductible and Coinsurance Deductible and Coinsurance Deductible and Coinsurance | Not Covered Not Covered Not Covered |
| Specialty drugs (specialty drugs must be purchased through a designated specialty pharmacy after two fills) | Deductible and Coinsurance | Not Covered |
| Contraceptives <ul style="list-style-type: none"> • Preferred <ul style="list-style-type: none"> - Generic - Brand Name • Non-preferred <ul style="list-style-type: none"> - Generic - Brand Name | Plan Pays 100% Plan Pays 100% Same as any other Generic Drugs Same as any other Non-preferred Brand Name | 50% Coinsurance 50% Coinsurance |
| Diabetic Insulin <ul style="list-style-type: none"> • Preferred <ul style="list-style-type: none"> - Generic - Brand Name • Non-preferred <ul style="list-style-type: none"> - Generic - Brand Name | Plan Pays 100% Plan Pays 100% Same as any other Generic Drugs Same as any other Non-preferred Brand Name | 50% Coinsurance 50% Coinsurance |
| <p style="text-align: center;">This plan uses a prescription drug list (PDL). The PDL for this plan is 40, and the Pharmacy Network is C. You can find this prescription drug list and network listing on www.NebraskaBlue.com. Or you may contact Member Services at the phone number on the back of your I.D. card.</p> | | |

Please note: This Schedule of Benefits Summary is intended to provide you with a brief overview of your benefits. It is not a contract and should not be regarded as one. For more complete information about your plan, including benefits, exclusions and contract limitations, please refer to the master group contract. In the event there are discrepancies between this document and the contract, the terms and conditions of the contract will govern.

Table 11



Medical Proposed Rates

| | | | |
|-----------------|---|--------------|---------------|
| Group Name: | League Insurance Government Health Team | | |
| Effective Date: | July 1, 2023 | Prepared on: | April 6, 2023 |

Plan Info

| Plan Name | PPO OPT 1 | PPO OPT 2 | PPO OPT 3 |
|-------------------------------|-------------------------|-------------------------|-------------------------|
| HSA | Embedded No | Embedded No | Embedded No |
| Benefits | | | |
| In Network | | | |
| Copays (PCP/SPC) | \$30/\$45 | \$25/\$50 | \$30/\$50 |
| Deductible (Single/Family) | \$1,000/\$2,000 | \$2,000/\$4,000 | \$3,000/\$6,000 |
| Coinsurance (Member Pays) | 20% | 20% | 30% |
| Out-Of-Pocket (Single/Family) | \$2,000/\$4,000 | \$4,000/\$8,000 | \$6,000/\$12,000 |
| Pharmacy | \$10; \$30; \$50; \$100 | \$10; \$30; \$50; \$100 | \$10; \$30; \$50; \$100 |
| Out Of Network | | | |
| Deductible (Single/Family) | \$2,000/\$4,000 | \$4,000/\$8,000 | \$6,000/\$12,000 |
| Coinsurance (Member Pays) | 40% | 40% | 50% |
| Out-Of-Pocket (Single/Family) | \$4,000/\$8,000 | \$8,000/\$16,000 | \$12,000/\$24,000 |
| Monthly Premium Rates | Network Blue | Network Blue | Network Blue |
| | Proposed | Proposed | Proposed |
| Employee | \$935.40 | \$844.88 | \$764.44 |
| Employee & Spouse | \$1,917.57 | \$1,732.00 | \$1,567.10 |
| Employee & Children | \$1,636.95 | \$1,478.54 | \$1,337.77 |
| Employee & Family | \$2,712.66 | \$2,450.15 | \$2,216.88 |
| Monthly Premium Rates | Select Blue | Select Blue | Select Blue |
| | Proposed | Proposed | Proposed |
| Employee | \$888.63 | \$802.64 | \$726.22 |
| Employee & Spouse | \$1,821.69 | \$1,645.41 | \$1,488.75 |
| Employee & Children | \$1,555.10 | \$1,404.62 | \$1,270.89 |
| Employee & Family | \$2,577.03 | \$2,327.66 | \$2,106.04 |
| Monthly Premium Rates | BluePrint Health | BluePrint Health | BluePrint Health |
| | Proposed | Proposed | Proposed |
| Employee | \$888.63 | \$802.64 | \$726.22 |
| Employee & Spouse | \$1,821.69 | \$1,645.41 | \$1,488.75 |
| Employee & Children | \$1,555.10 | \$1,404.62 | \$1,270.89 |
| Employee & Family | \$2,577.03 | \$2,327.66 | \$2,106.04 |

*Please be advised that Blue Cross and Blue Shield of Nebraska does not perform plan discrimination testing. Such activities are the responsibility of the employer.

Produced by Group Underwriting
Prepared By: UW

Table 11



Medical Proposed Rates

| | | | |
|-----------------|---|--------------|---------------|
| Group Name: | League Insurance Government Health Team | | |
| Effective Date: | July 1, 2023 | Prepared on: | April 6, 2023 |

Plan Info

| Plan Name | HSA OPT 1 | HSA OPT 2 | HSA OPT 3 | HSA OPT 4 |
|-------------------------------|-------------------------|-------------------------|-------------------------|-------------------------|
| HSA | Aggregate Yes | Aggregate Yes | Embedded Yes | Embedded Yes |
| Benefits | | | | |
| In Network | | | | |
| Copays (PCP/SPC) | Ded+Coins | Ded+Coins | Ded+Coins | Ded+Coins |
| Deductible (Single/Family) | \$2,500/\$5,000 | \$3,000/\$6,000 | \$3,500/\$7,000 | \$6,750/\$13,500 |
| Coinsurance (Member Pays) | 20% | 0% | 20% | 0% |
| Out-Of-Pocket (Single/Family) | \$3,675/\$7,350 | \$3,000/\$6,000 | \$5,500/\$11,000 | \$6,750/\$13,500 |
| Pharmacy | Ded+Coins | Ded+Coins | Ded+Coins | Ded+Coins |
| Out Of Network | | | | |
| Deductible (Single/Family) | \$5,000/\$10,000 | \$6,000/\$12,000 | \$7,000/\$14,000 | \$13,500/\$27,000 |
| Coinsurance (Member Pays) | 40% | 20% | 40% | 0% |
| Out-Of-Pocket (Single/Family) | \$9,000/\$18,000 | \$10,000/\$20,000 | \$11,000/\$22,000 | \$13,500/\$27,000 |
| Monthly Premium Rates | Network Blue | Network Blue | Network Blue | Network Blue |
| | Proposed | Proposed | Proposed | Proposed |
| Employee | \$785.93 | \$808.95 | \$716.72 | \$637.38 |
| Employee & Spouse | \$1,611.16 | \$1,658.35 | \$1,469.28 | \$1,306.63 |
| Employee & Children | \$1,375.38 | \$1,415.66 | \$1,254.26 | \$1,115.42 |
| Employee & Family | \$2,279.20 | \$2,345.96 | \$2,078.49 | \$1,848.40 |
| Monthly Premium Rates | Select Blue | Select Blue | Select Blue | Select Blue |
| | Proposed | Proposed | Proposed | Proposed |
| Employee | \$746.63 | \$768.50 | \$680.88 | \$605.51 |
| Employee & Spouse | \$1,530.59 | \$1,575.43 | \$1,395.80 | \$1,241.30 |
| Employee & Children | \$1,306.60 | \$1,344.88 | \$1,191.54 | \$1,059.64 |
| Employee & Family | \$2,165.23 | \$2,228.65 | \$1,974.55 | \$1,755.98 |
| Monthly Premium Rates | BluePrint Health | BluePrint Health | BluePrint Health | BluePrint Health |
| | Proposed | Proposed | Proposed | Proposed |
| Employee | \$746.63 | \$768.50 | \$680.88 | \$605.51 |
| Employee & Spouse | \$1,530.59 | \$1,575.43 | \$1,395.80 | \$1,241.30 |
| Employee & Children | \$1,306.60 | \$1,344.88 | \$1,191.54 | \$1,059.64 |
| Employee & Family | \$2,165.23 | \$2,228.65 | \$1,974.55 | \$1,755.98 |

*Please be advised that Blue Cross and Blue Shield of Nebraska does not perform plan discrimination testing. Such activities are the responsibility of the employer.

Produced by Group Underwriting
Prepared By: UW



PO Box 3248
Omaha, NE 68180-0001

League Insurance Government Health Team

Participation Agreement and Subgroup Application

The undersigned employer/member hereby requests that it be approved as a Participant in the League Insurance Government Health Team Member Health Plan (the "Plan") underwritten by Blue Cross and Blue Shield of Nebraska (BCBSNE), and that insurance become effective as of the date shown on this Subgroup Application, or as of the date specified by BCBSNE, whichever is later, and continue as long as the undersigned employer/member remains an eligible Participant. The benefits provided by such insurance shall be in accordance with the Participant's specified Benefit Option(s) and shall be subject to the terms of the Master Group Contract issued to the League Insurance Government Health Team (LIGHT) by BCBSNE.

The undersigned employer/member agrees to furnish BCBSNE all information required by it for its administration of the Plan, including paying when due, the cost of all insurance premiums. The undersigned employer/member further understands that if premiums are not paid before the expiration of the grace period, all insurance coverage will automatically terminate.

| | | |
|---|---|-------------------------------------|
| _____ Employer or LIGHT Member Signature | _____ Title | _____ Date |
| <input type="checkbox"/> NEW | <input checked="" type="checkbox"/> RENEWAL or REVISION | Account/Group Number: <u>106876</u> |

EFFECTIVE DATE OF COVERAGE

This coverage shall be effective on 07/01/2023 provided this Subgroup Application is accepted by BCBSNE and payment of the charges is made as provided in this Subgroup Application. Changes in the terms of this Subgroup Application may be made only in conjunction with the renewal of the Master Contract, unless our prior approval is obtained for an off-anniversary change.

APPLICANT INFORMATION

A. Parent Account: League Insurance Government Health Team

Applicant/Employer City of St. Paul
(If Employer Name is over 40 characters, please provide an abbreviated 40 character name BCBSNE system use)

| | |
|---|---|
| Physical Address: <u>(must be a Nebraska address)</u> | Mailing/Billing Address (if different than physical): |
| <u>704 6th St</u> | _____ |
| (Street) | (Street) (PO Box) |
| <u>St. Paul, NE 68873</u> | _____ |
| (City, State, Zip Code) | (City, State, Zip Code) |

Employer Tax Identification Number (EIN): 47-6006345

Market Affiliation Code: 010820

NAICS Code: 921110

Group Leader/Group Health Plan Primary Contact

Name: Connie Beck
 Title: City Clerk
 Phone: 308-754-4483
 Email: cjbeck@cityofstpaulne.org
 Allow BluesEnroll Access? Yes No

Billing Contact (if different)

Name: Laura Berthlesen
 Title: Deputy City Clerk
 Phone: 308-754-4483
 Email: laurab@cityofstpaulne.org
 Allow BluesEnroll Access? Yes No

Please select one contact at the group who should receive correspondence. If other is selected, please indicate below who should receive correspondence.

Group Leader/Group Health Plan Primary Contact Billing Contact Other

Name: Connie Beck

Title: City Clerk

Phone: 308-754-4483

Email: cjbeck@cityofstpaulne.org

Allow BluesEnroll Access? Yes No

NOTE: If you have additional Authorized Plan Contacts (APC), please enter them on page 6.

B. Does the Subgroup Applicant/Employer authorize Blue Cross and Blue Shield of Nebraska to administer all dependent coverage requests involving court-ordered alternate recipients, which will include reviewing and determining dependent coverage and notifications required by OBRA '93 regarding Qualified Medical Child Support Orders (QMCSO)?

Yes No

C. Do you meet the definition of "Small Employer" as defined below? Yes No

Small employer shall mean any person, political subdivision, firm, corporation, limited liability company, partnership, or association that is actively engaged in business that, on at least 50% of its working days during the preceding calendar quarter, employed at least two and no more than 50 eligible employees, the majority of whom were employed within Nebraska. Eligible employee shall mean an employee who works on a full-time basis and has a normal work week of 30 or more hours.

ELIGIBILITY AND ENROLLMENT

A. **Employee Eligibility:** An employee will be eligible for coverage on the first of the month following _____ days of service (not to exceed 60 days) and for so long as such employee continues to work a minimum of _____ hours per week (17½ hours or more) on a regular calendar year basis.

If "0" Waiting Period days above, employee's coverage will be effective (please check):

- The first of the month following the 1st day of work.
- The first of the month following the 1st day of work, unless that day is the first of the month, then coverage is effective on the first of that month.
- the 1st day of work.

Dependents enrolling for coverage at the same time as the employee will become effective on the same day as the employee.

If an otherwise eligible employee is not actively at work on his or her normal effective date for other than personal health reasons, coverage for that employee will go into effect on the first of the month following his/her return to active employment, subject to our receipt of an enrollment form within 31 days of the return to work date. As of the effective date indicated above, there are _____ employees not actively at work. Please list the names and corresponding Social Security Numbers on the lines listed below.

Except as provided and limited below, if an employee is not actively at work or fails to meet the minimum weekly working hours requirement for four (4) consecutive weeks, the employee's coverage will be terminated. The "actively at work" requirement shall be met under the following three circumstances: (1) the employee is actively performing the customary duties, responsibilities, and obligations of the role which the employee is employed to perform; (2) the employee is on leave under the Family and Medical Leave Act (FMLA), whether paid or unpaid; and/or (3) the employee is on an approved paid leave. The minimum weekly working hours requirement is waived for all periods in which the employee is on FMLA leave, but shall apply in all other circumstances, including periods of approved paid leave. Where an employee is on approved paid leave, to meet the minimum weekly working hours requirement, the employee must have available and use paid leave equal to or in excess of such requirement.

LIGHT employer members are required under the LIGHT Membership Agreement to notify Blue Cross and Blue Shield of Nebraska of any changes to the eligibility for coverage of an employee or an employee's dependent within thirty (30) days of such change. Certify the Applicant's understanding of these eligibility requirements and the Applicant's obligations by checking the boxes below:

- I understand the employee eligibility requirements as stated above.
- I understand that as an LIGHT employer/member, the Applicant is required to report any changes to the eligibility of an employee or an employee's dependent within thirty (30) days of such change.

B. Consolidated Omnibus Reconciliation Act (COBRA) / Employee Retirement Income Security Act (ERISA)

Is the Subgroup Applicant/Employer subject to COBRA, as amended, during this calendar year?* Yes No

If yes, does the Subgroup Applicant/Employer have a COBRA Administrator? Yes No

Does the Subgroup Applicant/Employer have a direct relationship with the vendor? Yes No

Please provide the name of the COBRA Administrator: _____

* A Subgroup Applicant/Employer is subject to COBRA if it normally employed twenty (20) or more employees on a typical business day during the preceding calendar year.

C. Enrollment Data:

The following is from and agrees with your payroll and personnel records:

- 1. Total eligible employees on the payroll on the effective date of the contract _____
- 2. Eligible employees not enrolling due to other group coverage, Medicare, or Medicaid _____
- 3. Eligible employees not enrolling due to individual coverage, other or unknown reasons _____
- 4. Total employees enrolling _____
- 5. Total employees eligible minus valid waivers (1. minus 2.) _____
- 6. Gross percentage of employees enrolling (Total enrolling/total eligible 4. ÷ 1.) _____
- 7. Net percentage of employees enrolling (Total enrolling/Total employees eligible minus valid waivers 4. ÷ 5.) _____

D. Medical Coverage - Rating

Subgroups will be medically underwritten and offered rates based upon medical underwriting. The rating structure is a 15-tier rating structure and the subgroup will be quoted the rates depending on the tier it falls into, based on medical experience. A subgroup must provide notification to the LIGHT and BCBSNE at least 60 days in advance of the annual anniversary for enrollment if the subgroup intends to terminate coverage under the Plan for a subsequent Plan year. If a subgroup cancels medical coverage, it will not be allowed to reapply for Plan coverage for a period of 24 months from the date of cancellation.

The subgroup must contribute a minimum of 50% of the employee cost of the Plan for all eligible employees enrolled in the subgroup. The subgroup must meet minimum participation requirements of 75% of eligible employees, less valid waivers, but with no less than 25% of total eligible employees, or 50% of total eligible employees.

E. Late/Open Enrollment:

Late enrollment is allowed only during the month prior to the annual renewal date, which is the month of June each year for a July 1 effective date.

F. Other eligibility and enrollment provisions:

BENEFIT PLANS AND NETWORK OPTIONS

Groups with 2-49 enrolled employees can select up to two medical plan options and any combination of the three networks.

Groups with 50+ enrolled employees can select up to three medical plan options and any combination of our three network options.

Health Coverage Options:

- PPO Option 1 PPO Option 2 PPO Option 3
- HSA Option 1 HSA Option 2 HSA Option 3 HSA Option 4

Make a network selection below:

- Network BLUE Blueprint Health Premier Select BlueChoice

Name of HSA Administrator, if applicable: _____

Name of HRA Administrator, if applicable: _____

MONTHLY CHARGES AND EMPLOYER CONTRIBUTION

- A. Does your plan have a Section 125 plan which offers employees cash in lieu of health plan benefits? Yes No
- B. It is understood that the amount shown as employer contribution will be paid by you without charge to the eligible employees and the remainder collected by you from the eligible employees by payroll deduction and remitted monthly to BCBSNE.
- C. The monthly charges will not change prior to 07/01/2023 as long as BCBSNE underwriting guidelines are met. This rate guarantee is subject to the Applicant continuing to meet our underwriting guidelines.

NOTE: Rates may be indicated on the attached quote.

COMPLETE CONTRIBUTION INFORMATION ON THE FOLLOWING PAGE

Please check this box if you are only contributing towards the cost of the employee only (single) rate for all tiers of coverage.

For Health Coverage Only: Please check this box if the employer contribution is different among employees within the same option. (For example, employer pays 85 percent of premium for employees earning less than \$35,000; the employer pays 80 percent for those making \$35,000 to \$99,999; and the employer pays 75 percent for those earning more than \$100,000.) If you checked this box, please describe the different employer contribution scenarios:

| <p>Plan Option: _____</p> <p>Rx Option: _____</p> <p>Network: _____</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th rowspan="2"></th> <th colspan="2">Employer Contribution</th> <th rowspan="2">Total Monthly Charge</th> </tr> <tr> <th>Percent</th> <th>Fixed Amount</th> </tr> </thead> <tbody> <tr> <td><input type="checkbox"/> Employee</td> <td>_____</td> <td>_____</td> <td>_____</td> </tr> <tr> <td><input type="checkbox"/> Employee & Spouse</td> <td>_____</td> <td>_____</td> <td>_____</td> </tr> <tr> <td><input type="checkbox"/> Employee & Child(ren)</td> <td>_____</td> <td>_____</td> <td>_____</td> </tr> <tr> <td><input type="checkbox"/> Family</td> <td>_____</td> <td>_____</td> <td>_____</td> </tr> </tbody> </table> | | Employer Contribution | | Total Monthly Charge | Percent | Fixed Amount | <input type="checkbox"/> Employee | _____ | _____ | _____ | <input type="checkbox"/> Employee & Spouse | _____ | _____ | _____ | <input type="checkbox"/> Employee & Child(ren) | _____ | _____ | _____ | <input type="checkbox"/> Family | _____ | _____ | _____ | <p>Plan Option: _____</p> <p>Rx Option: _____</p> <p>Network: _____</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th rowspan="2"></th> <th colspan="2">Employer Contribution</th> <th rowspan="2">Total Monthly Charge</th> </tr> <tr> <th>Percent</th> <th>Fixed Amount</th> </tr> </thead> <tbody> <tr> <td><input type="checkbox"/> Employee</td> <td>_____</td> <td>_____</td> <td>_____</td> </tr> <tr> <td><input type="checkbox"/> Employee & Spouse</td> <td>_____</td> <td>_____</td> <td>_____</td> </tr> <tr> <td><input type="checkbox"/> Employee & Child(ren)</td> <td>_____</td> <td>_____</td> <td>_____</td> </tr> <tr> <td><input type="checkbox"/> Family</td> <td>_____</td> <td>_____</td> <td>_____</td> </tr> </tbody> </table> | | Employer Contribution | | Total Monthly Charge | Percent | Fixed Amount | <input type="checkbox"/> Employee | _____ | _____ | _____ | <input type="checkbox"/> Employee & Spouse | _____ | _____ | _____ | <input type="checkbox"/> Employee & Child(ren) | _____ | _____ | _____ | <input type="checkbox"/> Family | _____ | _____ | _____ |
|---|-----------------------|-----------------------|----------------------|----------------------|----------------------|--------------|-----------------------------------|-------|-------|-------|--|-------|-------|-------|--|-------|-------|-------|---------------------------------|-------|-------|-------|---|--|-----------------------|--|----------------------|---------|--------------|-----------------------------------|-------|-------|-------|--|-------|-------|-------|--|-------|-------|-------|---------------------------------|-------|-------|-------|
| | | Employer Contribution | | | Total Monthly Charge | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | Percent | Fixed Amount | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <input type="checkbox"/> Employee | _____ | _____ | _____ | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <input type="checkbox"/> Employee & Spouse | _____ | _____ | _____ | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <input type="checkbox"/> Employee & Child(ren) | _____ | _____ | _____ | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <input type="checkbox"/> Family | _____ | _____ | _____ | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | Employer Contribution | | Total Monthly Charge | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | Percent | Fixed Amount | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <input type="checkbox"/> Employee | _____ | _____ | _____ | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <input type="checkbox"/> Employee & Spouse | _____ | _____ | _____ | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <input type="checkbox"/> Employee & Child(ren) | _____ | _____ | _____ | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <input type="checkbox"/> Family | _____ | _____ | _____ | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| | | Employer Contribution | | | Total Monthly Charge | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | Percent | Fixed Amount | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <input type="checkbox"/> Employee | _____ | _____ | _____ | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <input type="checkbox"/> Employee & Spouse | _____ | _____ | _____ | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <input type="checkbox"/> Employee & Child(ren) | _____ | _____ | _____ | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| | Percent | Fixed Amount | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <input type="checkbox"/> Employee | _____ | _____ | _____ | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| <input type="checkbox"/> Family | _____ | _____ | _____ | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

AUTHORIZED PLAN CONTACTS

The HIPAA Privacy Rules provide that the Group Health Plan (GHP) is a separate legal entity from the Employer/Plan Sponsor. In compliance with the HIPAA Privacy Rules, it is necessary to designate Authorized Plan Contacts (APC) for the GHP.

The GHP Primary Contact is indicated on page 1 of this Participation Agreement and Subgroup Application. The GHP Primary Contact serves as BCBSNE's primary contact for the GHP, and may also designate additional APC for the GHP. The GHP Primary Contact shall notify BCBSNE of any additions or deletions to the following list, by utilizing the Amendment to Application form and contacting your account management team.

If you want your GHP Agent of Record as one of your APC, please include him/her in the section below.

NOTE: APCs need to be noted in the Participation Agreement and Subgroup Application or they will be removed (regardless of data or amendments submitted in prior years.)

In addition, the following individuals may be given access to our GHP information received from BCBSNE in accordance to the requirements set forth within the HIPAA Privacy Rules.

NOTE: Do NOT duplicate Primary, Billing or Correspondence Contact information on Page 1.

Name: _____ Group Contact Agent
 Agency if applicable: _____
 Title: _____
 Phone Number: _____
 Email: _____
 Allow BluesEnroll Access? Yes No

Name: _____ Group Contact Agent
 Agency if applicable: _____
 Title: _____
 Phone Number: _____
 Email: _____
 Allow BluesEnroll Access? Yes No

Name: _____ Group Contact Agent
 Agency if applicable: _____
 Title: _____
 Phone Number: _____
 Email: _____
 Allow BluesEnroll Access? Yes No

Name: _____ Group Contact Agent
 Agency if applicable: _____
 Title: _____
 Phone Number: _____
 Email: _____
 Allow BluesEnroll Access? Yes No

Name: _____ Group Contact Agent
 Agency if applicable: _____
 Title: _____
 Phone Number: _____
 Email: _____
 Allow BluesEnroll Access? Yes No

If you have additional APC, Please check here and add supplemental sheet ensuring all information in the fields above is provided.

BCBSNE will not release protected health information (PHI) to fully insured groups, except as specifically agreed in writing by BCBSNE the Plan and Plan Sponsor. When there is a written agreement, all disclosure of PHI from BCBSNE shall be made to the Plan, or an Authorized Plan Contact.



| Parcel Information | |
|--------------------------|--|
| Parcel ID | 471011770 |
| Links | Photo #1 Document #1 Document #2 |
| Map Number | 2917-00-0-11001-036-0191 |
| Cadastral # | 0000-0000 |
| Current Owner | S SQUARED ENTERPRISES, LLC |
| Mailing Address | 1428 N KRUSE AVE GRAND ISLAND NE 68803-3643 |
| Situs Address | |
| Tax District | 1 |
| Tax ID | 0000-0000 |
| School District | ST PAUL SCH DIST #1 |
| Neighborhood | 1120 |
| Property Class | Single Family |
| Lot Width x Depth | 0 x 0 |
| Legal Description | (#191-1) OUTLOT A PRAIRE FALLS SUB ST PAUL |

| Assessed Values | | | | |
|-----------------|----------|----------|--------------|--------------|
| Year | Total | Land | Improvements | Outbuildings |
| 2022 | \$59,399 | \$59,399 | \$0 | \$0 |

| 2022 Tax Information | |
|----------------------|------------|
| Taxes | \$1,080.68 |
| Tax Levy | 1.925974 |

| 2022 Tax Levy | |
|--------------------------|----------|
| Description | Rate |
| AG SOCIETY | 0.003270 |
| CENTRAL COMM-COLLEGE | 0.090272 |
| COUNTY GENERAL | 0.161644 |
| ED SERVICE UNIT #10 | 0.014876 |
| HISTORICAL SOCIETY | 0.000864 |
| LOUP BASIN RECL#1 | 0.033093 |
| LOWER LOUP NRD #1 | 0.036700 |
| ST PAUL CITY | 0.506911 |
| ST PAUL SCH #1 BOND 2009 | 0.073737 |
| ST PAUL SCH DIST #1 | 1.004607 |

| 5 Year Sales History |
|---|
| No previous sales information is available. |



| Property Classification | | | |
|-------------------------|---------------|-------------------|---------------|
| Status: | Unimproved | Location: | Urban |
| Property Class: | Single Family | City Size: | 800-2,500 |
| Zoning: | Single Family | Lot Size: | 1.00-1.99 ac. |

| Land Information | | | | |
|------------------|-----------|--------------|------------|-----------|
| Lot Width | Lot Depth | Value Method | # of Units | Lot Value |
| 0 | 0 | Sq ft. | 58798 | 59399 |

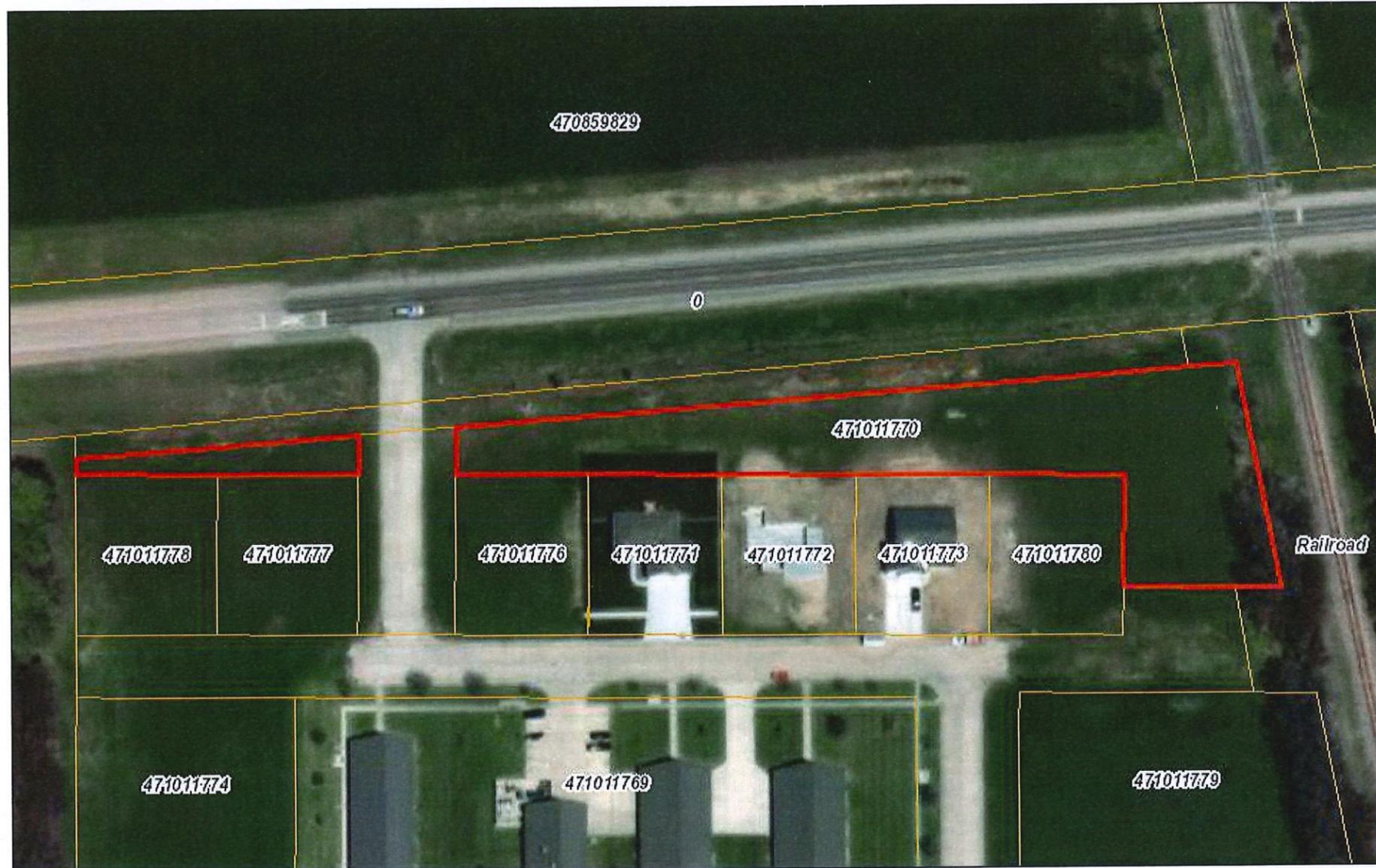
| Historical Valuation Information | | | | | | | |
|----------------------------------|----------------------------|-----------|------|--------|-----------|-----------|------------|
| Year | Billed Owner | Land | Impr | Outldg | Total | Taxable | Taxes |
| 2022 | S SQUARED ENTERPRISES, LLC | \$59,399 | \$0 | \$0 | \$59,399 | \$59,399 | \$1,080.68 |
| 2021 | S SQUARED ENTERPRISES, LLC | \$120,537 | \$0 | \$0 | \$120,537 | \$120,537 | \$2,295.34 |
| 2020 | S SQUARED ENTERPRISES, LLC | \$120,537 | \$0 | \$0 | \$120,537 | \$120,537 | \$2,347.76 |
| 2019 | S SQUARED ENTERPRISES, LLC | \$143,105 | \$0 | \$0 | \$143,105 | \$143,105 | \$2,607.96 |
| 2018 | S SQUARED ENTERPRISES, LLC | \$177,305 | \$0 | \$0 | \$177,305 | \$177,305 | \$3,237.22 |

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

| Building Permits | | | |
|------------------|------------|-------------------------------|--------|
| Permit # | Date | Description | Amount |
| C08-008 | 03/05/2008 | 4X8 GROUND SIGN ON VACANT LOT | 800 |

Photo/Sketch

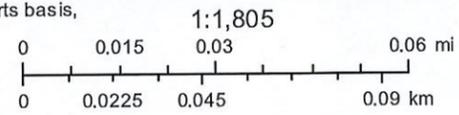




April 26, 2023

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



| Name | Title | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 |
|---|--------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|
| Scott Greenwalt | Sergeant | \$19.74 | \$21.00 | \$21.47 | \$22.11 | \$22.61 | \$24.81 | \$25.55 | \$26.32 | \$27.92 |
| September 9, 2022, Jon Howard was hired as a part-time Police Officer at \$21.00 per hour. He was hired as a full-time Police Officer December 21, 2022, at \$24.00 per hour. | | | | | | | | | | |
| S:\Payroll Information for Auditors\Employee Info and Wages\[Greenwalt, Scott Wage History.xlsx]Greenwalt, Scott | | | | | | | | | | |

Connie Beck

From: Tracy Juranek <Tracy.Juranek@larmpool.org>
Sent: Monday, April 24, 2023 9:39 AM
To: Laura Berthelsen; Connie Beck
Cc: Dave Bos
Subject: LARM - DOI approval for St. Paul to withdraw
Attachments: St. Paul approval from DOI.pdf

Good morning.

Attached please find the approval from the Nebraska Department of Insurance for St. Paul to withdraw from LARM. Please let me know if you have any questions.

Thank you!

Tracy Juranek | League Association of Risk Management
Customer Service Specialist/Assistant Executive Director

1335 L St, Ste 200 | Lincoln NE 68508
T: 402-742-2604 | www.larmpool.org



Serving Nebraska public entities since 1995

NEBRASKA

Good Life. Great Opportunity.

DEPARTMENT OF INSURANCE

April 19, 2023

Dave Bos
Executive Director
League Association of Risk Management
1335 L Street, Suite 200
Lincoln, NE 68508

Re: City of St. Paul

Dear Mr. Bos:

The Department of Insurance ("DOI") received a letter from the League Association of Risk Management ("LARM") dated March 29, 2023, which informed DOI of the City of St. Paul's intention to voluntarily withdraw from the LARM pool, presumably effective as of September 30, 2023. The letter from the City of St. Paul, dated March 24, 2023, also indicated that the City of St. Paul may decide to remain in the pool if it finds no better option for its insurance needs.

Pursuant to Neb. Rev. Stat. § 44-4309(1), I hereby approve the withdrawal of the City of St. Paul from LARM should it choose to withdraw and find that the terminating member and the remaining members of LARM are in good standing and have met all requirements of the laws of this state, any rules or regulations adopted or promulgated by the Department of Insurance pursuant to the Intergovernmental Risk Management Act, and any bylaws of the risk management pool.

Please be advised that, pursuant to Neb. Rev. Stat. § 44-4309(3), the City of St. Paul will remain liable subsequent to the effective date of its withdrawal from the LARM pool for all contractual obligations it has entered into with the pool on or before that date.

Sincerely,



Eric Dunning
Director

Connie Beck

From: Slaughter, Brad <Bradley.Slaughter@psc.com>
Sent: Thursday, April 20, 2023 12:23 PM
To: Connie Beck
Cc: Joel Bergman
Subject: RE: Bonding for the Middle Loup Subdivision
Attachments: Middle Loup Subdivision Bonds- 20 Year Am - Current Rates.pdf; Middle Loup Subdivision Bonds- 15 Year Am - Current Rates.pdf; Disclosure .pdf

Connie and Joel,

Thanks so much for reaching out on this.

I have prepared two separate amortization schedules for your review. I have included amortizations for funding \$2.5 million over both, 15 and 20 years. I know you folks were looking at 15 years. However, I wanted to provide you with the 20 year amortization, due to the fact the City has statutory authority to issue bonds out 20 years for the Water, Sewer and Storm sewer improvements.

15 Year Amortization

Current Rate – 4.5%

Avg Annual Payment - \$233,000

.10% increase in rates = \$19,000

20 Year Amortization

Current Rate – 4.75%

Avg Annual Payment - \$197,000

.10% increase in rates = \$24,000

Also, the City would have authority to lock interest rates on the water portion of the project before construction begins. The Sewer, Storm sewer and paving portions of the project would require the issuance of notes. Once construction is certified as substantially complete we could finalize bond financing.

Please let me know if you have any questions on this. Or would like me to run up for a meeting to discuss budgeting for this project. I should be available most any time in May.

Thanks again and have a great weekend!

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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From: Connie Beck <cjbeck@cityofstpaulne.org>
Sent: Wednesday, April 19, 2023 2:32 PM
To: Slaughter, Brad <Bradley.Slaughter@psc.com>
Cc: Joel Bergman <jbergman@cityofstpaulne.org>
Subject: Bonding for the Middle Loup Subdivision [EXTERNAL]
Importance: High

Good Afternoon, Brad, please see the attached minutes from Monday, April 17, 2023, RE: Bonding for the Middle Loup Subdivision public improvements. This will involve paving, water, sewer, and storm sewer. The project will cost approximately \$4 million; the City will utilize \$1.5 million in reserves; therefore, the City will need to bond approximately \$2.5 million. Tax Increment Financing (TIF) will be utilized to pay off the project bonds for fifteen (15) years. I believe District's will need to be created for bonding. Is this feasible for the City of St. Paul? Thank you.

April 17, 2023, portion of minutes pertaining to the Middle Loup Subdivision public improvement:

Next on the agenda for discussion is how the public improvement cost pertaining to the Middle Loup Subdivision is going to be absorbed by public funds; the project cost is approximately \$4 million. It was questioned whether there were earthwork and tree removal cost in the Middle Loup Subdivision bid; there is land preparation (earthwork) and tree removal/clearing bid cost in both Phase I and Phase II estimates. The entire Middle Loup Subdivision project will be completed at one (1) time, so that the St. Paul Development Corp. (SPDC) isn't limited on what they can sell. Council member Schmid moved to approve the City utilizing \$1.5 million of City reserves to draw the cost of the bond down, and then bond out the \$2.5 million. Tax Increment Financing (TIF) will be utilized to pay off the project improvements for fifteen (15) years. Council member Feeken seconded the motion. Council members Kowalski, Schmid, Feeken & Peters voted aye, nays none. Motion carried 4/0.

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

BOND DEBT SERVICE

St. Paul - Nebraska

Middle Loup Subdivision Bonds- 15 Year Am - Current Rates

| <i>Period Ending</i> | <i>Principal</i> | <i>Coupon</i> | <i>Interest</i> | <i>Debt Service</i> | <i>Annual Debt Service</i> |
|----------------------|------------------|---------------|-----------------|---------------------|----------------------------|
| 09/15/2023 | | | 52,033.75 | 52,033.75 | |
| 03/15/2024 | 130,000 | 3.550% | 52,033.75 | 182,033.75 | 234,067.50 |
| 09/15/2024 | | | 49,726.25 | 49,726.25 | |
| 03/15/2025 | 135,000 | 3.550% | 49,726.25 | 184,726.25 | 234,452.50 |
| 09/15/2025 | | | 47,330.00 | 47,330.00 | |
| 03/15/2026 | 140,000 | 3.550% | 47,330.00 | 187,330.00 | 234,660.00 |
| 09/15/2026 | | | 44,845.00 | 44,845.00 | |
| 03/15/2027 | 145,000 | 3.700% | 44,845.00 | 189,845.00 | 234,690.00 |
| 09/15/2027 | | | 42,162.50 | 42,162.50 | |
| 03/15/2028 | 150,000 | 3.700% | 42,162.50 | 192,162.50 | 234,325.00 |
| 09/15/2028 | | | 39,387.50 | 39,387.50 | |
| 03/15/2029 | 155,000 | 3.700% | 39,387.50 | 194,387.50 | 233,775.00 |
| 09/15/2029 | | | 36,520.00 | 36,520.00 | |
| 03/15/2030 | 160,000 | 3.800% | 36,520.00 | 196,520.00 | 233,040.00 |
| 09/15/2030 | | | 33,480.00 | 33,480.00 | |
| 03/15/2031 | 165,000 | 3.800% | 33,480.00 | 198,480.00 | 231,960.00 |
| 09/15/2031 | | | 30,345.00 | 30,345.00 | |
| 03/15/2032 | 170,000 | 4.000% | 30,345.00 | 200,345.00 | 230,690.00 |
| 09/15/2032 | | | 26,945.00 | 26,945.00 | |
| 03/15/2033 | 180,000 | 4.000% | 26,945.00 | 206,945.00 | 233,890.00 |
| 09/15/2033 | | | 23,345.00 | 23,345.00 | |
| 03/15/2034 | 185,000 | 4.600% | 23,345.00 | 208,345.00 | 231,690.00 |
| 09/15/2034 | | | 19,090.00 | 19,090.00 | |
| 03/15/2035 | 195,000 | 4.600% | 19,090.00 | 214,090.00 | 233,180.00 |
| 09/15/2035 | | | 14,605.00 | 14,605.00 | |
| 03/15/2036 | 205,000 | 4.600% | 14,605.00 | 219,605.00 | 234,210.00 |
| 09/15/2036 | | | 9,890.00 | 9,890.00 | |
| 03/15/2037 | 210,000 | 4.600% | 9,890.00 | 219,890.00 | 229,780.00 |
| 09/15/2037 | | | 5,060.00 | 5,060.00 | |
| 03/15/2038 | 220,000 | 4.600% | 5,060.00 | 225,060.00 | 230,120.00 |
| | 2,545,000 | | 949,530.00 | 3,494,530.00 | 3,494,530.00 |

BOND SUMMARY STATISTICS

**St. Paul - Nebraska
 Middle Loup Subdivision Bonds- 15 Year Am - Current Rates**

| | |
|---------------------------------|--------------|
| Dated Date | 03/15/2023 |
| Delivery Date | 03/15/2023 |
| Last Maturity | 03/15/2038 |
| Arbitrage Yield | 4.265338% |
| True Interest Cost (TIC) | 4.482943% |
| Net Interest Cost (NIC) | 4.463195% |
| All-In TIC | 4.512317% |
| Average Coupon | 4.290691% |
| Average Life (years) | 8.695 |
| Duration of Issue (years) | 7.078 |
| Par Amount | 2,545,000.00 |
| Bond Proceeds | 2,545,000.00 |
| Total Interest | 949,530.00 |
| Net Interest | 987,705.00 |
| Total Debt Service | 3,494,530.00 |
| Maximum Annual Debt Service | 234,690.00 |
| Average Annual Debt Service | 232,968.67 |
| Underwriter's Fees (per \$1000) | |
| Average Takedown | |
| Other Fee | 15.000000 |
| Total Underwriter's Discount | 15.000000 |
| Bid Price | 98.500000 |

| <i>Bond Component</i> | <i>Par Value</i> | <i>Price</i> | <i>Average Coupon</i> | <i>Average Life</i> |
|-----------------------|------------------|--------------|-----------------------|---------------------|
| Term Bond | 405,000.00 | 100.000 | 3.550% | 2.025 |
| Term Bond #2 | 450,000.00 | 100.000 | 3.700% | 5.022 |
| Term Bond #3 | 325,000.00 | 100.000 | 3.800% | 7.508 |
| Term Bond #4 | 350,000.00 | 100.000 | 4.000% | 9.514 |
| Term Bond #5 | 1,015,000.00 | 100.000 | 4.600% | 13.084 |
| | 2,545,000.00 | | | 8.695 |

| | <u>TIC</u> | <u>All-In TIC</u> | <u>Arbitrage Yield</u> |
|----------------------------|--------------|-------------------|------------------------|
| Par Value | 2,545,000.00 | 2,545,000.00 | 2,545,000.00 |
| + Accrued Interest | | | |
| + Premium (Discount) | | | |
| - Underwriter's Discount | -38,175.00 | -38,175.00 | |
| - Cost of Issuance Expense | | -5,090.00 | |
| - Other Amounts | | | |
| Target Value | 2,506,825.00 | 2,501,735.00 | 2,545,000.00 |
| Target Date | 03/15/2023 | 03/15/2023 | 03/15/2023 |
| Yield | 4.482943% | 4.512317% | 4.265338% |

BOND DEBT SERVICE

St. Paul - Nebraska

Middle Loup Subdivision Bonds- 20 Year Am - Current Rates

| <i>Period Ending</i> | <i>Principal</i> | <i>Coupon</i> | <i>Interest</i> | <i>Debt Service</i> | <i>Annual Debt Service</i> |
|----------------------|------------------|---------------|-----------------|---------------------|----------------------------|
| 09/15/2023 | | | 55,320.00 | 55,320.00 | |
| 03/15/2024 | 85,000 | 3.550% | 55,320.00 | 140,320.00 | 195,640.00 |
| 09/15/2024 | | | 53,811.25 | 53,811.25 | |
| 03/15/2025 | 90,000 | 3.550% | 53,811.25 | 143,811.25 | 197,622.50 |
| 09/15/2025 | | | 52,213.75 | 52,213.75 | |
| 03/15/2026 | 90,000 | 3.550% | 52,213.75 | 142,213.75 | 194,427.50 |
| 09/15/2026 | | | 50,616.25 | 50,616.25 | |
| 03/15/2027 | 95,000 | 3.700% | 50,616.25 | 145,616.25 | 196,232.50 |
| 09/15/2027 | | | 48,858.75 | 48,858.75 | |
| 03/15/2028 | 100,000 | 3.700% | 48,858.75 | 148,858.75 | 197,717.50 |
| 09/15/2028 | | | 47,008.75 | 47,008.75 | |
| 03/15/2029 | 100,000 | 3.700% | 47,008.75 | 147,008.75 | 194,017.50 |
| 09/15/2029 | | | 45,158.75 | 45,158.75 | |
| 03/15/2030 | 105,000 | 3.800% | 45,158.75 | 150,158.75 | 195,317.50 |
| 09/15/2030 | | | 43,163.75 | 43,163.75 | |
| 03/15/2031 | 110,000 | 3.800% | 43,163.75 | 153,163.75 | 196,327.50 |
| 09/15/2031 | | | 41,073.75 | 41,073.75 | |
| 03/15/2032 | 115,000 | 4.000% | 41,073.75 | 156,073.75 | 197,147.50 |
| 09/15/2032 | | | 38,773.75 | 38,773.75 | |
| 03/15/2033 | 120,000 | 4.000% | 38,773.75 | 158,773.75 | 197,547.50 |
| 09/15/2033 | | | 36,373.75 | 36,373.75 | |
| 03/15/2034 | 125,000 | 4.600% | 36,373.75 | 161,373.75 | 197,747.50 |
| 09/15/2034 | | | 33,498.75 | 33,498.75 | |
| 03/15/2035 | 130,000 | 4.600% | 33,498.75 | 163,498.75 | 196,997.50 |
| 09/15/2035 | | | 30,508.75 | 30,508.75 | |
| 03/15/2036 | 135,000 | 4.600% | 30,508.75 | 165,508.75 | 196,017.50 |
| 09/15/2036 | | | 27,403.75 | 27,403.75 | |
| 03/15/2037 | 140,000 | 4.600% | 27,403.75 | 167,403.75 | 194,807.50 |
| 09/15/2037 | | | 24,183.75 | 24,183.75 | |
| 03/15/2038 | 150,000 | 4.600% | 24,183.75 | 174,183.75 | 198,367.50 |
| 09/15/2038 | | | 20,733.75 | 20,733.75 | |
| 03/15/2039 | 155,000 | 4.850% | 20,733.75 | 175,733.75 | 196,467.50 |
| 09/15/2039 | | | 16,975.00 | 16,975.00 | |
| 03/15/2040 | 165,000 | 4.850% | 16,975.00 | 181,975.00 | 198,950.00 |
| 09/15/2040 | | | 12,973.75 | 12,973.75 | |
| 03/15/2041 | 170,000 | 4.850% | 12,973.75 | 182,973.75 | 195,947.50 |
| 09/15/2041 | | | 8,851.25 | 8,851.25 | |
| 03/15/2042 | 180,000 | 4.850% | 8,851.25 | 188,851.25 | 197,702.50 |
| 09/15/2042 | | | 4,486.25 | 4,486.25 | |
| 03/15/2043 | 185,000 | 4.850% | 4,486.25 | 189,486.25 | 193,972.50 |
| | 2,545,000 | | 1,383,975.00 | 3,928,975.00 | 3,928,975.00 |

BOND SUMMARY STATISTICS

**St. Paul - Nebraska
 Middle Loup Subdivision Bonds- 20 Year Am - Current Rates**

| | |
|---------------------------------|--------------|
| Dated Date | 03/15/2023 |
| Delivery Date | 03/15/2023 |
| Last Maturity | 03/15/2043 |
| Arbitrage Yield | 4.543192% |
| True Interest Cost (TIC) | 4.716994% |
| Net Interest Cost (NIC) | 4.704433% |
| All-In TIC | 4.740461% |
| Average Coupon | 4.578151% |
| Average Life (years) | 11.878 |
| Duration of Issue (years) | 8.870 |
| Par Amount | 2,545,000.00 |
| Bond Proceeds | 2,545,000.00 |
| Total Interest | 1,383,975.00 |
| Net Interest | 1,422,150.00 |
| Total Debt Service | 3,928,975.00 |
| Maximum Annual Debt Service | 198,950.00 |
| Average Annual Debt Service | 196,448.75 |
| Underwriter's Fees (per \$1000) | |
| Average Takedown | |
| Other Fee | 15.000000 |
| Total Underwriter's Discount | 15.000000 |
| Bid Price | 98.500000 |

| <i>Bond Component</i> | <i>Par Value</i> | <i>Price</i> | <i>Average Coupon</i> | <i>Average Life</i> |
|-----------------------|------------------|--------------|-----------------------|---------------------|
| Term Bond | 265,000.00 | 100.000 | 3.550% | 2.019 |
| Term Bond #2 | 295,000.00 | 100.000 | 3.700% | 5.017 |
| Term Bond #3 | 215,000.00 | 100.000 | 3.800% | 7.512 |
| Term Bond #4 | 235,000.00 | 100.000 | 4.000% | 9.511 |
| Term Bond #5 | 680,000.00 | 100.000 | 4.600% | 13.088 |
| Term Bond #6 | 855,000.00 | 100.000 | 4.850% | 18.088 |
| | 2,545,000.00 | | | 11.878 |

| | <u>TIC</u> | <u>All-In TIC</u> | <u>Arbitrage Yield</u> |
|----------------------------|--------------|-------------------|------------------------|
| Par Value | 2,545,000.00 | 2,545,000.00 | 2,545,000.00 |
| + Accrued Interest | | | |
| + Premium (Discount) | | | |
| - Underwriter's Discount | -38,175.00 | -38,175.00 | |
| - Cost of Issuance Expense | | -5,090.00 | |
| - Other Amounts | | | |
| Target Value | 2,506,825.00 | 2,501,735.00 | 2,545,000.00 |
| Target Date | 03/15/2023 | 03/15/2023 | 03/15/2023 |
| Yield | 4.716994% | 4.740461% | 4.543192% |

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DATE March 2023

City of St. Paul
Receipts

| Date | From | Account | Description & Breakdown | Amount | |
|-----------|---------------------------------|----------------|----------------------------|-----------|-----|
| 3/1/2023 | NE CLAIMS | | HCCLAIMPMT | 1.26 | ACH |
| 3/1/2023 | Quick Med Claims LLC | | St Paul Rescue | 459.90 | ACH |
| 3/2/2023 | SAPPHIRE EDGE IN | | HCCLAIMPMT | 238.18 | ACH |
| 3/3/2023 | City of St Paul-C. Hamilton | Paving | Prin \$32.44 Int \$7.56 | 40.00 | |
| 3/6/2023 | Wisconsin Phy Serv | | HCCLAIMPMT | 799.19 | ACH |
| 3/8/2023 | Wisconsin Phy Serv | | HCCLAIMPMT | 402.14 | ACH |
| 3/8/2023 | Quick Med Claims LLC | | St Paul Rescue | 56.38 | ACH |
| 3/9/2023 | State of Ne | | March '23 Hwy Alloc | 32,926.45 | ACH |
| 3/9/2023 | Howard Co. Treasurer | VP Bond | Collections | 8,788.19 | |
| 3/9/2023 | Howard Co. Treasurer | | Collections | 40,417.97 | |
| | | | General \$ 7,884.30 | | |
| | | | Fire 1,481.64 | | |
| | | | Police 14,816.44 | | |
| | | | Cemetery 1,481.64 | | |
| | | | Pool 3,704.11 | | |
| | | | Park 3,333.70 | | |
| | | | Recreation 370.41 | | |
| | | | Library 4,074.53 | | |
| | | | Senior Center 370.41 | | |
| | | | Streets 2,900.79 | | |
| 3/10/2023 | City of St Paul-Hometown Market | Paving | Prin \$490.00 Int \$145.60 | 635.60 | |
| 3/13/2023 | Wisconsin Phy Serv | | HCCLAIMPMT | 804.28 | ACH |
| 3/13/2023 | State of NE | State Payment | 956 13th Ave | 48.38 | ACH |
| 3/15/2023 | Quick Med Claims LLC | | St Paul Rescue | 335.00 | ACH |
| 3/15/2023 | BCBSNE | | St Paul Rescue | 205.18 | ACH |
| 3/16/2023 | ESERVICES PAAS | | St Paul Rescue | 9,309.00 | ACH |
| 3/20/2023 | City of St Paul | VP Bond | Goodenberger | 65.00 | |
| | | Water | Prin \$24.72 Int \$1.28 | | |
| | | Sewer | Prin \$37.09 Int \$1.91 | | |
| 3/20/2023 | City of St Paul-Alice Osterman | Paving | Prin \$174.08 Int \$25.92 | 200.00 | |
| 3/20/2023 | City of St Paul-J Mitteis | Reimbursement | Damage to skate park | 50.00 | |
| 3/21/2023 | City of St Paul-Arlene Meyer | Paving | Prin \$210.99 Int \$83.72 | 294.71 | |
| 3/23/2023 | City of St Paul | Liquor License | Pump & Pantry \$200.00 | 500.00 | |

DATE March 2023

City of St. Paul
Receipts

| | | | | | | |
|-----------------|---|--------|------------------------------|----------|-----------|-----|
| | | | Kwik Stop | \$100.00 | | |
| | | | Casey's | \$200.00 | | |
| 3/21/2023 | Quick Med Claims, LLC | | St Paul Rescue | | 863.41 | ACH |
| 3/21/2023 | 5/3 Bankcard Sys | | USO*St Paul Rescue | | 388.91 | ACH |
| 3/22/2023 | BCBSNE | | St Paul Rescue | | 102.59 | ACH |
| 3/27/2023 | 5/3 Bankcard Sys | | USO * St Paul Rescue | | 280.00 | ACH |
| 3/28/2023 | Quick Med Claims LLC | | St Paul Rescue | | 150.00 | ACH |
| 3/30/2023 | ESERVICES PAAS | | St Paul Rescue | | 219.29 | ACH |
| 3/30/2023 | State of Ne | | 3rd Dist Muni Equalizatn | | 22,952.53 | ACH |
| 3/30/2023 | City of St Paul-Fred Meyer | Paving | Prin \$1,585.46 Int \$657.40 | | 2,242.86 | |
| | | | | | | |
| 3/31/2023 | Homestead Bank Interest on 300100027 | | | | | |
| | | | | | | |
| Other Accounts: | | | | | | |
| 3/2/2023 | City Office - State of Nebraska - to Light 300-504-981 - North Yards Rent | | | | 250.00 | |
| 3/13/2023 | City Office - St. Paul Keno to Keno 300-504-409 | | | | 6,023.38 | |
| | 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 | | | | | |
| 3/20/2023 | City Office- Teresa's Floral to REDLG 300-301-465 | | Prin \$250.74 Int \$20.74 | | 271.48 | |
| 3/2/2023 | City Office - Vogel payment to REDLG 300-301-465 | | Prin \$1,187.44 Int \$63.56 | | 1,251.00 | |
| 3/6/2023 | City Office - Howard County Medical Center payment to REDLG 300-301-465 | | Principal \$5,000.00 | | 5,000.00 | |
| | City Office - C. Hamilton payment to P.I. 300-504-681 | | | | | |
| | City Office - Starkey payment to P.I. 300-504-684 | | | | | |
| 3/20/2023 | City Office - Bed Head Coffee payment to Sales Tax 300-504-420 | | Prin \$498.26 Int \$151.74 | | 650.00 | |
| | City Office - Alice Osterman payment to P.I. 300-504-684 | | | | | |
| | City Office - Northrup's payment to Sales Tax 300-504-420 | | | | | |
| | City Office - Creative Hands payment to Sales Tax 300-504-420 | | | | | |
| | City Office - Escape Tanning payment to Sales Tax 300-504-420 | | | | | |
| | City Office - Secure Storage payment to P.I. 300-504-684 | | | | | |
| 3/20/2023 | City Office - County Cage payment to Sales Tax 300-504-420 | | Prin \$482.70 Int \$92.30 | | 575.00 | |
| 3/20/2023 | City Office - Bootlegger payment to REDLG 300-301-465 | REDLG | Prin \$1273.85 Int \$154.77 | | 1,428.62 | |
| 3/20/2023 | City Office - Bootlegger payment to Sales Tax 300-504-420 | LB840 | Prin \$796.20 Int \$96.69 | | 892.89 | |
| 3/7/2023 | City of St Paul-Park 77-268-2 | | Aluminum Cans | | 258.60 | |

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City of St. Paul
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| 3/21/2023 | City of St Paul- From State of NE 300-504-420 | | Jan City Sales Tax | 40,492.90 | ACH |
| 3/9/2023 | Howard Co. Treasurer-TIF Excess Prairie Falls #8652 300-505-036 | | | 455.45 | |
| 3/9/2023 | Howard Co. Treasurer-TIF Excess Dalton Meadows #8653 300-505-036 | | | 161.73 | |
| 3/9/2023 | Howard Co. Treasurer-TIF Excess Dalton Meadows #8654 300-505-036 | | | 144.85 | |
| 3/9/2023 | Howard Co. Treasurer-TIF Excess Dalton Meadows #8655 300-505-036 | | | 1,002.05 | |
| 3/9/2023 | Howard Co. Treasurer-TIF Excess Dalton Meadows #8656 300-505-036 | | | 130.95 | |
| 3/9/2023 | Howard Co. Treasurer-TIF Excess Prairie Falls #8657 300-505-036 | | | 142.30 | |
| 3/9/2023 | Howard Co. Treasurer-TIF Excess Dalton Meadows #8658 300-505-036 | | | 180.47 | |
| 3/9/2023 | Howard Co. Treasurer-TIF Excess Prairie Falls #8659 300-505-036 | | | 695.74 | |
| 3/9/2023 | Howard Co. Treasurer-TIF Excess Dalton Meadows #8660 300-505-036 | | | 117.15 | |
| 3/9/2023 | Howard Co. Treasurer-TIF Excess Bed Head Coffee #8661 300-505-036 | | | 116.25 | |
| 3/9/2023 | Howard Co. Treasurer-TIF Excess Prairie Falls #8662 300-505-036 | | | 181.62 | |
| 3/9/2023 | Howard Co. Treasurer-TIF Excess Prairie Falls #8663 300-505-036 | | | 147.73 | |
| 3/9/2023 | Howard Co. Treasurer-TIF Excess Dalton Meadows #8664 300-505-036 | | | 139.02 | |
| 3/9/2023 | Howard Co. Treasurer-TIF Excess Dalton Meadows #8665 300-505-036 | | | 168.31 | |
| 3/9/2023 | Howard Co. Treasurer-TIF Excess Dalton Meadows #8667 300-505-036 | | | 187.74 | |
| 3/9/2023 | Howard Co. Treasurer-TIF Excess Prairie Falls #8668 300-505-036 | | | 99.75 | |
| 3/9/2023 | Howard Co. Treasurer-TIF Excess Prairie Falls #8669 300-505-036 | | | 111.47 | |
| 3/31/2023 | Homestead Bank - Interest on City Sales Tax Checking 300-300-277 | | | 9.26 | |
| 3/31/2023 | Homestead Bank - Interest on St. Paul Civic Center Checking 300-300-749 | | | 0.04 | |
| 3/31/2023 | Homestead Bank - Interest on City REDLG 300-301-465 | | | 25.28 | |
| 3/31/2023 | Homestead Bank - Interest on American Rescue Plan (ARP) Funds 300-303-057 | | | 54.09 | |
| 3/31/2023 | Homestead Bank - Interest on Water MMDA 300-504-189 | | | 1.57 | |
| 3/31/2023 | Homestead Bank - Interest on Keno MMDA 300-504-409 | | | 33.97 | |
| 3/31/2023 | Homestead Bank - Interest on Sales Tax P.I. 300-504-420 | | | 130.77 | |
| 3/31/2023 | Homestead Bank - Interest on Pool Construction MMDA 300-504-442 | | | 3.54 | |
| 3/31/2023 | Homestead Bank - Interest on Premium Investment 300-504-684 | | | 5.07 | |
| 3/31/2023 | Homestead Bank - Interest on General Equipment Sinking MMDA 300-504-805 | | | 3.38 | |
| 3/31/2023 | Homestead Bank - Interest on Sewer & Building Equipment Fund MMDA 300-504-849 | | | 4.90 | |
| 3/31/2023 | Homestead Bank - Interest on Police Equipment Fund MMDA 300-504-860 | | | 4.04 | |
| 3/31/2023 | Homestead Bank - Interest on Senior Center Fund MMDA 300-504-882 | | | 1.77 | |
| 3/31/2023 | Homestead Bank - Interest on Brick Account MMDA 300-504-915 | | | 0.43 | |
| 3/31/2023 | Homestead Bank - Interest on Library Maintenance Reserve MMDA 300-504-970 | | | 1.13 | |
| 3/31/2023 | Homestead Bank - Interest on Light Sinking Fund MMDA 300-504-981 | | | 2.98 | |

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| 3/31/2023 | Homestead Bank - Interest on Fire Sinking Fund MMDA 300-504-992 | | 1.59 |
| 3/31/2023 | Homestead Bank - Interest on EMT Sinking Fund MMDA 300-505-003 | | 1.68 |
| 3/31/2023 | Homestead Bank - Interest on Street Sinking Fund MMDA 300-505-014 | | 3.04 |
| 3/31/2023 | Homestead Bank - Interest on Park Equipment Sinking Fund MMDA 300-505-025 | | 2.95 |
| 3/31/2023 | Homestead Bank - Interest on TIF Projects MMDA 300-505-036 | | 0.74 |
| 3/31/2023 | Homestead Bank - Interest on St. Paul Elmwood Cemetery Foundation 300-505-168 | | 4.22 |
| 3/31/2023 | Homestead Bank - Interest on Civic Center Sinking Fund MMDA 300-505-179 | | 0.39 |
| 3/31/2023 | Homestead Bank - Walk/Bike Trail Savings 300054827 - quarterly interest | | 1.52 |
| 3/31/2023 | Citizens Bank & Trust - Interest on Cafeteria 125 102407 | | 45.84 |
| 3/31/2023 | Citizens Bank & Trust - Interest on Health Deductible 102482 | | 470.63 |
| 3/31/2023 | Citizens Bank & Trust - Interest on Cemetery Savings 753122 | | 5.26 |
| 3/31/2023 | Citizens Bank & Trust - Interest on Sales Tax Infrastructure 102342 | | 260.55 |
| 3/31/2023 | Citizens Bank & Trust - Interest on City Park Aluminum Improvement Savings 772682 | | 1.78 |
| 3/31/2023 | Citizens Bank & Trust - Interest on General TCD # 109366 | | 0.00 |
| 3/31/2023 | Citizens Bank & Trust - Interest on General TCD # 109367 | | 0.00 |
| 3/31/2023 | Citizens Bank & Trust - Interest on Light ICS MMA 103217 | | 2,196.21 |
| 3/31/2023 | Citizens Bank & Trust - Interest on Water ICS MMA 103225 | | 361.31 |
| 3/31/2023 | Citizens Bank & Trust - Interest on Sewer ICS MMA 103241 | | 781.96 |
| 3/31/2023 | Citizens Bank & Trust - Interest on General ICS MMA 103209 | | 2,655.83 |
| 3/31/2023 | Citizens Bank & Trust - Interest on Building Sinking ICS MMA 103233 | | 98.91 |
| 3/31/2023 | Citizens Bank & Trust - Interest on Firemen ICS MMA 103268 | | 119.07 |
| 3/31/2023 | Citizens Bank & Trust - Interest on Ambulance ICS MMA 103276 | | 476.10 |
| 3/31/2023 | Citizens Bank & Trust - Interest on Park ICS MMA 103284 | | 175.42 |
| 3/31/2023 | Citizens Bank & Trust - Interest on Police ICS MMA 103292 | | 55.88 |
| 3/31/2023 | Citizens Bank & Trust - Interest on Keno ICS MMA 103314 | | 176.68 |
| 3/31/2023 | Citizens Bank & Trust - Interest on Streets ICS MMA 103349 | | 164.26 |
| 3/31/2023 | Citizens Bank & Trust - Interest on Library ICS MMA 103365 | | 151.64 |
| 3/31/2023 | Citizens Bank & Trust - Interest on Senior Center ICS MMA 103373 | | 76.04 |
| 3/31/2023 | Citizens Bank & Trust - Interest on Red Leg ICS MMA 103381 | | 143.22 |
| 3/31/2023 | Citizens Bank & Trust - Interest on Pool ICS MMA 103438 | | 59.91 |
| 3/31/2023 | Citizens Bank & Trust - Interest on Elmwood Cemetery ICS MMA 103446 | | 103.17 |
| 3/31/2023 | Citizens Bank & Trust-Int. on 25% Sales Tax Infrastructure ICS 102342 | | 434.25 |
| 3/31/2023 | Citizens Bank & Trust-Interest on City Sales Tax ICS 103462 | | 133.28 |
| 3/31/2023 | Citizens Bank & Trust-Interest on Health Deductible Account ICS 102482 | | 94.96 |

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| 3/31/2023 | Heritage Bank - Interest on MMDA 411025 | | | 673.48 |
| 3/31/2023 | NPAIT-Interest on Light Funds 23251-101 | | | 1,214.21 |
| 3/31/2023 | NPAIT-Interest on Water Funds 23251-102 | | | 400.76 |
| 3/31/2023 | NPAIT-Interest on General Funds 23251-104 | | | 1,214.21 |
| 3/31/2023 | NPAIT-Interest on Sewer Funds 23251-106 | | | 400.86 |
| 3/31/2023 | NPAIT-Interest on Fire Funds 23251-107 | | | 383.11 |
| 3/31/2023 | NPAIT-Interest on Ambulance 23251-108 | | | 8,013.50 |
| 3/31/2023 | NPAIT-Interest on Park Funds 23251-109 | | | 606.37 |
| 3/31/2023 | NPAIT- Interst on Library Funds 2351-110 | | | 367.05 |
| 3/31/2023 | NPAIT-Interest on Keno Funds 23251-111 | | | 199.47 |
| 3/31/2023 | NPAIT-Interest on REDLG Funds 23251-112 | | | 402.96 |
| 3/31/2023 | NPAIT-Interest on (NEW) Fire Station 23251-201 | | | 199.47 |
| 3/31/2023 | NE CLASS-Interest on Lights 01-005-0001 | | | 1,387.92 |
| 3/31/2023 | NE CLASS-Interest on Water 01-005-0002 | | | 183.94 |
| 3/31/2023 | NE CLASS-Interest on Sewer 01-0005-0003 | | | 476.58 |
| 3/31/2023 | NE CLASS-Interest on General 01-0005-0004 | | | 1,836.63 |
| 3/31/2023 | NE CLASS-Interest on Street 01-0005-0005 | | | 114.27 |
| 3/31/2023 | NE CLASS-Interest on Fire 01-0005-0006 | | | 83.61 |
| 3/31/2023 | NE CLASS-Interest on Police 01-0005-0007 | | | 41.80 |
| 3/31/2023 | NE CLASS-Interest on Fire Station Construction 01-0005-0008 | | | 0.00 |
| 3/31/2023 | NE CLASS-Interest on Cemetery 01-0005-0009 | | | 72.46 |
| 3/31/2023 | NE CLASS-Interest on Ambulance 01-0005-0010 | | | 328.86 |
| 3/31/2023 | NE CLASS-Interest on Park 01-0005-0011 | | | 122.63 |
| 3/31/2023 | NE CLASS-Interest on Library 01-0005-0012 | | | 108.69 |
| 3/31/2023 | NE CLASS-Interest on Keno 01-0005-0013 | | | 103.12 |
| 3/31/2023 | NE CLASS-Interest on Sales Tax 01-0005-0014 | | | 337.23 |
| 3/31/2023 | NE CLASS-Interest on 25% Infrastructure 01-0005-0015 | | | 0.00 |
| 3/31/2023 | NE CLASS-Interest on Sales Tax (Fire Station) 01-0005-0016 | | | 0.00 |
| 3/31/2023 | NE CLASS-Interest on REDLG 01-0005-0017 | | | 47.38 |
| 3/31/2023 | NE CLASS-Interest on ARPA 01-0005-0018 | | | 0.00 |
| 3/31/2023 | NE CLASS-Interest on Building Sinking Fund 01-0005-0019 | | | 66.89 |
| 3/31/2023 | NE CLASS-Interest on Swimming Pool 01-0005-0020 | | | 41.80 |
| 3/31/2023 | NE CLASS-Interest on Senior Center 01-0005-0021 | | | 55.74 |
| 3/31/2023 | NE CLASS-Interest on Health Deductible 01-0005-0022 | | | 0.00 |