

2nd Council Regular Meeting
Monday, July 17, 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 Requests for Future Agenda Items
3. Reserve Time to Speak on an Agenda Item
4. Discuss - Introduce Ordinance 1039; authorizing the execution and delivery of a loan contract between the Nebraska Department of Environment and Energy (NDEE) and the City of St. Paul, and issuance pursuant to said contract of a promissory note of the City of St. Paul, NE in the principal amount of up to Six Million, Sixteen Thousand and 00/100 dollars (\$6,016,000.00) for the purpose of constructing additions and improvements to the Wastewater Treatment System of the City as a Clean Water project; pledging assets for collateral regarding the revenues and earnings of the Combined Utilities owned by the City for the payment of said note; and ordering the Ordinance published in pamphlet form.
***Introduce ordinance with NO second;
*** Waive three (3) readings of ordinance with second and roll call; and
***Final Passage of ordinance with second and roll call.
5. Discuss - Approve / Deny Amendment No. 1 to Loan Agreement between the NE Dept. of Environment and Energy (NDEE) and the City of St. Paul Project #C318049 in the amount of \$6,016,000.00. The prior loan contract with NDEE was \$5,820,000.00; the loan interest rate is zero percent (0%). The difference between the two (2) amounts is \$196,000.00; this amount will carry a one percent (1%) interest rate. The loan will finance construction of the Wastewater Treatment Facility (WWTF) improvements. Installments of principal and interest shall be paid semi-annually on December 15 and June 15 of each year in accordance with the Loan Repayment Schedule.
6. Discuss - Approve / Deny Consent Agenda Items: (1) July 5, 2023 (regular) Council minutes; (2) July 17, 2023, disbursements; and (3) Adam Powell (919 Grant Street) as a St. Paul Firefighter.
7. Discuss - Approve / Deny the purchase of a new electronic sign for the Civic Center. If purchased in July, the price includes a \$2,880 rebate.
8. Utilities Superintendent Helzer updates
9. Chief of Police Howard updates:
(1) Nuisance & Incident Report;
10. Mayor Bergman updates:
(1) City 2023-2024 Budget Workshop on Wednesday, July 19, 2023, at 5:00 p.m. in the City Council Chambers;
(2) Solar Generation on the June 2023 Howard Greeley Rural Public Power District

(HGRPPD) invoice was \$3,236;

11. Public Announcements
12. Closed Session: The City of St. Paul reserves the right to go into Closed Session when it is clearly necessary to protect the public interest or for the prevention of needless injury to the reputation of an individual; or pending litigation
13. Mayor Bergman adjourns City Council meeting.
14. Informational Items:
 - (1) Certificate of Deposits June 2023;
 - (2) Receipts June 2023;
15. **This agenda, including supporting documentation, is available for public viewing during normal business hours at the City Office, 704 6th Street, St. Paul, Nebraska.**

The City of St. Paul abides by the Nebraska Open Meetings Act in conducting business. A copy of the Nebraska Open Meetings Act is on display in the meeting room as required by Nebraska State Law.

The Mayor and City Council reserve the right to enter into an Executive Session at any time during the meeting, in accordance with the Nebraska Open Meetings Act, even though the closed session may not be indicated on the Agenda.

It is the intention of the Mayor and City Council to take up the items on the agenda in sequential order. However, the Mayor and City Council reserves the right to take up matters in a different order to accommodate the schedules of the City Council members, person(s) having items on the agenda, and the public. The City of St. Paul reserves the right to adjust the order of items on the agenda.

Anyone wishing to speak may be limited to three (3) to five (5) minutes per person. Please utilize the podium and clearly state your name and address for the record and the agenda topic you wish to speak upon in a professional manner.

AGENDA ITEM REQUEST FORM

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

City Council Meeting Date: _____

Requested Agenda Item: _____

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

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

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

Name (please print): _____

Name (signature): _____

Address: _____

Phone Number: _____

.....
For City Official Use Only

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

___ Referred to City Council Committee for Recommendation

City Council Action Taken: _____

City Funds Authorized: _____



City of St. Paul, Nebraska

704 6th Street • St. Paul, NE 68873

Phone (308) 754-4483

PUBLIC RECORDS REQUEST

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

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

Requester Signature

Printed Name

For City of St. Paul Use Only:

Date Received: _____

Received by: _____

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

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

Complaint Details

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

Witness Details (If applicable)

Name of witness(es) _____
Address _____

Phone Number of witness _____

Complaint Outcome

How would you like this issue resolved? _____

Signature of Complainant

Action taken by City

NOTICE OF ORDINANCE NO. 1039 PUBLICATION
IN PAMPHLET FORM

CITY OF ST. PAUL, NEBRASKA

On the 17th day of JULY 2023, the Mayor and City Council of the City of St. Paul, Nebraska, adopted an ordinance entitled:

ORDINANCE NO. 1039

An ordinance authorizing the execution and delivery of a loan contract between the Nebraska Department of Environment and Energy and the City of St. Paul, Nebraska, and issuance, pursuant to said contract, of a Promissory Note of the City of St. Paul, Nebraska, in the Principal amount of up to Six Million, Sixteen thousand dollars and 00/100 dollars **(\$6,016,000.00)** for the purpose of constructing additions and improvements to the Wastewater Treatment System of the City as Clean Water Project; Pledging and Hypothecating the Revenues and Earnings of the combined utilities owned by the City for the payment of said note; and ordering the Ordinance published in pamphlet form.

Said Ordinance was published in pamphlet form on the 26th of July 2023. Copies of such Ordinance as published in pamphlet form are available for inspection and distribution at the Office of the Clerk, in the City of St. Paul, Nebraska.

Connie Jo Beck, City Clerk/Deputy Treasurer

(SEAL)

*****Publish one (1) time as soon as possible after adoption of ordinance (published in pamphlet form). Must be published within 15 days of passage.**

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

Present were Mayor: Joel M. Bergman; Council members: Katie Kowalski, Chuck Schmid, Mike Feeken, and Bill Peters. Absent: None. Notice of the meeting was given in advance by the Phonograph Herald, a designated method for giving notice, as shown by the (Affidavit of Publication) Certificate of Posting Notice) attached to these minutes. Notice of the meeting was given to the Mayor and all members of the Council and a copy of their acknowledgement of receipt of notice and the agenda is attached to the minutes. The public notice and the notice to the Mayor and City Council of the meeting included a statement that the meeting agenda was available for inspection prior to the meeting. The proceedings shown below were conducted while the convened meeting was open to the public to attend. The Mayor publicly stated to all in attendance that a current copy of the Nebraska Open Meetings Act was available for review and indicated the location of such copy posted in the room where the meeting was held.

Council Member _____ introduced Ordinance No. 1039 entitled:

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN CONTRACT BETWEEN THE NEBRASKA DEPARTMENT OF ENVIRONMENT AND ENERGY AND THE CITY OF ST. PAUL, NEBRASKA, AND ISSUANCE PURSUANT TO SAID CONTRACT, OF A PROMISSORY NOTE OF THE CITY OF ST. PAUL, NEBRASKA, IN THE PRINCIPAL AMOUNT OF UP TO SIX MILLION, SIXTEEN THOUSAND 00/100 DOLLARS (**\$6,016,000.00**) FOR THE PURPOSE OF CONSTRUCTING ADDITIONS AND IMPROVEMENTS TO THE WASTEWATER TREATMENT SYSTEM OF THE CITY AS A CLEAN WATER PROJECT; PLEDGING AND HYPOTHECATING THE REVENUES AND EARNINGS OF THE COMBINED UTILITIES OWNED BY THE CITY FOR THE PAYMENT OF SAID NOTE; AND ORDERING THE ORDINANCE PUBLISHED IN PAMPHLET FORM

Council Member _____ moved that the statutory rule requiring on three (3) different days be suspended. Council Member _____ seconded the motion to suspend the rule and upon roll call vote on the motion the following Council Members voted: _____.

The following voted NAY: None. The motion to suspend the rule was adopted by three-fourths of the Council and the statutory rule was declared suspended for consideration of said ordinance.

Said ordinance was then read by title and thereafter Council Member _____ moved for final passage of the ordinance, which motion was seconded by Council Member _____. The Mayor then stated the question was "Shall Ordinance No. 1039 be passed and adopted?" Upon roll call vote, the following Council Members voted YEA: Council Members Kowalski, Schmid, Feeken & Peters. The following voted Nay: None. The passage and adoption of said ordinance having been concurred in by majority of all members of the Council, the Mayor declared the ordinance adopted and the Mayor in the presence of the Council signed and approved the ordinance and the Clerk attested the passage and approval of the same and affixed her signature thereto and ordered the Ordinance to be published in pamphlet form as provided therein. A true, correct, and complete copy of said ordinance is as follows:

ORDINANCE NO. 1039

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN CONTRACT BETWEEN THE NEBRASKA DEPARTMENT OF ENVIRONMENT AND ENERGY AND THE CITY OF ST. PAUL, NEBRASKA, AND ISSUANCE PURSUANT TO SAID CONTRACT, OF A PROMISSORY NOTE OF THE CITY OF ST. PAUL, NEBRASKA, IN THE PRINCIPAL AMOUNT OF UP TO SIX MILLION, SIXTEEN THOUSAND 00/100 DOLLARS (**\$6,016,000.00**) FOR THE PURPOSE OF CONSTRUCTING ADDITIONS AND IMPROVEMENTS TO THE WASTEWATER TREATMENT SYSTEM OF THE CITY AS A CLEAN WATER PROJECT; PLEDGING AND HYPOTHECATING THE REVENUES AND EARNINGS OF THE COMBINED UTILITIES OWNED BY THE CITY FOR THE PAYMENT OF SAID NOTE; AND ORDERING THE ORDINANCE PUBLISHED IN PAMPHLET FORM

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

Section 1. The Mayor and Council hereby find and determine as follows:

- (a) The City presently owns and operates a wastewater treatment works and sanitary sewer system (the "Sewer Utility"), a waterworks plant and water system (the "Water Utility"), and an electric light and distribution system (the "Electric Utility").
- (b) The Sewer Utility, the Water Utility and the Electric Utility are revenue producing facilities of the City and are referred to herein collectively as the "Combined Utilities."
- (c) The revenues of the Combined Utilities are pledged to payment of the City's Combined Utility Revenue Refunding Bonds, Series 2016, dated October 14, 2016, in the outstanding principal amount of \$105,000 (the "Outstanding Bonds").
- (d) All conditions precedent to the issuance of revenue bonds on a parity with the Outstanding Bonds have been satisfied, including any necessary reports and/or certifications regarding the revenues of the Combined Utilities required by the ordinance pursuant to which the Outstanding Bonds were issued.
- (e) The Combined Utilities are revenue-producing undertakings and, pursuant to Section 18-1803 to 18-1805, R.R.S. Nebraska 2012, the City is authorized issue indebtedness secured by the revenues of said revenue-producing undertakings for the purpose of acquiring, constructing, reconstructing, improving, extending, equipping, or furnishing any revenue producing facility of the City.
- (f) It is necessary, desirable and advisable and in the best interest of the City that it acquire, construct, equip and furnish certain improvements to the Sewer Utility (the "Project") as specified in the Loan Contract (as hereinafter defined) and finance the cost of the Project with a loan from the State of Nebraska, acting by and through the Nebraska Department of Environment and Energy ("NDEE") in the original principal amount of not to exceed \$6,016,000 (the "Loan") as provided in the Amended Loan Contract. Principal and interest payments shall be due on the Loan as provided in the Loan Contract. The amended loan will increase the loan from \$5,820,000.00 to \$6,016,000.00 (an increase of \$196,000). Resulting in a blended rate of 0.01% applied to the full \$6,016,000.00.
- (g) The Loan shall be issued on parity with the Outstanding bonds, revenue bonds issued to refund the Outstanding bonds and such other revenue bonds as may be issued from time to time in accordance with the adopting ordinances of any then outstanding revenue bonds.

- (h) It is necessary, desirable and advisable and in the best interest of the City that it execute and deliver to NDEE the Loan Contract between NDEE and the City for NDEE Project No. C318049 (the "Loan Contract") setting forth the terms and conditions upon which NDEE will the loan to the City, the form of said Loan Contract having been presented to the City Council.
- (i) To implement the Loan Contract and document the Loan, it is necessary for the City to issue its Promissory Note (the "NDEE Note").

Section 2. The Loan Contract and the NDEE Note providing for the Loan in an amount not exceeding \$6,016,000.00 are hereby authorized, adopted and approved and the Mayor is hereby authorized to execute the Loan Contract and the NDEE Note to NDEE for and on behalf of the City in the form or substantially the form attached hereto as Exhibit A and incorporated herein by reference, but with such changes, modifications, amendments, revisions, and alterations thereof as the Mayor shall, in the exercise of his discretion and after consultation with counsel for the City, determine to be necessary, proper, appropriate, advisable, or desirable in order to accomplish the purposes set forth in the Loan Contract. The execution and delivery of the Loan Contract and the NDEE Note referred to herein by the Mayor and The City Clerk shall constitute conclusive evidence of the City's approval of the final executed documents.

Section 3. The Loan Contract and the NDEE Note shall be executed on behalf of the City with the signatures of the Mayor and Clerk. The City's Mayor, Treasurer and Clerk in connection with the performance of the Loan Contract and issuance of the NDEE Note are hereby authorized to take all steps and execute all documents necessary and appropriate in connection therewith and the City Clerk is hereby authorized to prepare and certify such number of complete transcripts of the proceedings had and done precedent to issuance of the NDEE Note as required by NDEE and counsel for the City.

Section 4. The City hereby pledges and hypothecates the revenues and earnings derived and to be derived from the operation of the Combined Utilities and all extensions and enlargements thereof to payment of the NDEE Note on a parity with the Outstanding Bonds, the revenue bonds issued to refund the Outstanding Bonds, and such other revenue bonds as may be issued from time to time. The NDEE Note is not a general obligation of the City.

Section 5. The City agrees that it shall maintain and collect rates and charges for utility services furnished by the Combined Utilities to produce revenues and earnings sufficient at all times to provide for the payment of the interest on and principal of the Outstanding Bonds, the revenue bonds issued to refund the Outstanding Bonds, the NDEE Note, and any other revenue bonds issued in the future, as the same fall due, to pay all reasonable costs of operation and maintenance of the system and to pay for necessary repairs, replacements, and extensions to the system and to provide funds sufficient to make the deposits into the accounts required by the Loan Contract.

Section 6. To provide funds for the purpose of extending, improving, enlarging, equipping, and operating the Combined Utilities, the City may issue an addition bond or bonds of equal lien with the Outstanding Bonds, the revenue bonds issued to refund the Outstanding Bonds and/or the NDEE Note only as permitted by the terms of the applicable adopting Ordinances and the Loan Contract.

Section 7. The City is hereby authorized and directed to keep proper books records and accounts (separate from all other records and accounts) in which complete and correct entries shall be made on all transactions relating to the Combined Utilities as required by the Loan Contract.

Section 8. The Mayor, Clerk and Treasurer of the City are hereby authorized to and directed to procure and maintain, as long as revenue bonds secured by the revenue of the Combined Utilities and/or the NDEE notes are outstanding, with reputable insurance carriers, insurance on the Combined Utilities of a kind and in an amount as would normally be carried by private utilities engaged in the operation of a similar facility. Such insurance shall include, but shall not necessarily be limited to, worker's compensation (as required by the laws of the State of Nebraska), public liability, tornado, and fire insurance. The premiums of any such insurance policies shall be payable as an expense of operation and maintenance of the Combined Utilities from the Operation and Maintenance Account. In the event of any loss or damage to the Combined Utilities, the proceeds which may be collected or paid on any policy or policies shall be used by the City to retire outstanding bonds related to the Combined Utilities or to rehabilitate the Combined Utilities.

Section 9. The Mayor, Clerk and Treasurer of the City are hereby authorized to do all things and execute all such documents as may by them be deemed necessary and proper to complete the Project and issue the NDEE Note as contemplated by this ordinance.

Section 10. If any section, paragraph, clause, or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause, or provision shall not affect any of the other provisions of this Ordinance.

Section 11. This ordinance shall be published in pamphlet form and take effect as provided by law.

Section 12. All ordinances, resolutions, or parts thereof theretofore adopted or passed in conflict or inconsistent herewith be and the same hereby are canceled, rescinded, and repealed. Ordinance No. 1024 is cancelled upon approval of Ordinance No. 1039.

PASSED AND APPROVED THIS 17TH DAY OF JULY 2023.

Joel M. Bergman, Mayor

ATTEST:

Connie Jo Beck, City Clerk/Deputy Treasurer

(SEAL)

I, the undersigned, City Clerk, of the City of St. Paul, Nebraska, hereby certify that the foregoing is a true and correct copy of proceedings had and done by the Mayor and Council on Monday, July 17, 2023; that all of the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and readily available for public inspection at the office of the City Clerk; that such subjects were contained in said agenda for at least twenty-four (24) hours prior to said meeting; that at least one (1) copy of all reproducible material discussed at the meeting was available at the meeting for examination and copying by members of the public; that the said minutes from which the foregoing proceedings have been extracted were in written form and available for public inspection within ten (10) working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meetings of said body were provided advance notification of the time and place of said meeting and the subjects to be discussed at said meeting.

Connie Jo Beck, City Clerk/Deputy Treasurer

(SEAL)

CERTIFICATE AS TO PUBLICATION IN PAMPHLET FORM

The undersigned Clerk for the City of St. Paul, Nebraska, hereby certifies that Ordinance No. 1039 was passed and approved by the Mayor and Council of the City of St. Paul, Nebraska, at their meeting held on July 17, 2023, was published in pamphlet form on Wednesday, July 26, 2023, and that a true and correct copy of such Ordinance as so passed and published is attached hereto.

Dated this 17th day of July 2023.

Connie Jo Beck, City Clerk/Deputy Treasurer

(SEAL)

EXHIBIT A

FORM OF LOAN AGREEMENT

AMENDMENT NO. 01

To

LOAN AGREEMENT
(Governmental Borrower)

Between

NEBRASKA DEPARTMENT OF ENVIRONMENT AND ENERGY

and

CITY OF ST. PAUL, NEBRASKA

NDEE PROJECT NO. C318049

DATED AS OF _____, 2023

DRAFT COPY FOR REVIEW.

PLEASE SEE EMAIL FOR MORE INFORMATION.

**ATTACHMENT E & ATTACHMENT F ARE NEEDED BEFORE
LOAN CAN BE SIGNED.**

**THIS DOCUMENT IS LOCKED, BUT COMMENTS CAN BE MADE
USING "REVIEW" RIBBON AND "NEW COMMENT" OPTIONS IN
WORD.**

**AMENDMENT NO. 01
LOAN CONTRACT BETWEEN
NEBRASKA DEPARTMENT OF ENVIRONMENT AND ENERGY
AND
CITY OF ST. PAUL, NEBRASKA
PROJECT NO. C318049**

This Amendment No. 01 to the Loan Agreement, is entered into by and between the State of Nebraska, acting by and through the Nebraska Department of Environment and Energy (hereinafter "NDEE") and the City of St. Paul, Nebraska, (hereinafter "Borrower").

1. The Loan Agreement for Loan (Project No. C318049) (hereinafter "Loan Agreement") between the NDEE and the Borrower dated September 15, 2021, is hereby acknowledged and incorporated by this reference as if fully set out herein.
2. Pursuant to Section 6.04 of the Loan Agreement, the parties hereby amend the following:

Section 2.01. Amount of the Loan. Subject to all of the terms, provisions and conditions of this Loan Agreement, and subject to the availability of State and Federal funds, the NDEE will loan five million, eight hundred twenty thousand dollars (\$5,820,000) to the Borrower to pay a portion of the Project Costs described in Attachment B hereto. The final actual amount of the Loan may be reduced without revision of any other terms, provisions, or conditions of this Loan Agreement, other than adjustment by the NDEE to the final repayment schedule in Attachment A hereto, to reflect reductions in the estimated or actual total Project Costs as impacted by opening of bids for construction, change orders, final actual costs, and prepayments. The Borrower must make provisions for the payment of all eligible costs exceeding the Loan Amount. The NDEE may provide supplemental loan funds through a separate Loan Agreement. Receipt of any supplemental loan funds is dependent on availability of unobligated funds in the Fund and any obligation of additional funds to this Project is at the sole discretion of the NDEE with such revised or additional terms, conditions, and covenants as the NDEE may require.

to be replaced with:

Section 2.01. Amount of the Loan. Subject to all of the terms, provisions and conditions of this Loan Agreement, and subject to the availability of State and Federal funds, the NDEE will loan **six million, sixteen thousand** dollars (**\$6,016,000**) to the Borrower to pay a portion of the Project Costs described in Attachment B hereto. The final actual amount of the Loan may be reduced without revision of any other terms, provisions, or conditions of this Loan Agreement, other than adjustment by the NDEE to the final repayment schedule in Attachment A hereto, to reflect reductions in the estimated or actual total Project Costs as impacted by opening of bids for construction, change orders, final actual costs, and prepayments. The Borrower must make provisions for the payment of all eligible costs exceeding the Loan Amount. The NDEE may provide supplemental loan funds through a separate Loan Agreement. Receipt of any supplemental loan funds is dependent on availability of unobligated funds in the Fund and any obligation of additional funds to this Project is at the sole discretion of the NDEE with such revised or additional terms, conditions, and covenants as the NDEE may require.

and

Section 2.03. Interest Rate. The interest rate on this Loan is determined by the NDEE pursuant to Regulations and the Intended Use Plan. The interest rate on this Loan during construction is 0.0 percent and after the date of Initiation of Operation is 0.0% per annum (calculated on the basis of a year equaling 360 days made up of 12 months of 30 days each) to be paid as set out in Attachment A. For the purposes of this paragraph, "construction" shall mean the period between the date of this Loan and the date of Initiation of Operation.

to be replaced with:

Section 2.03. Interest Rate. The interest rate on this Loan is determined by the NDEE pursuant to Regulations and the Intended Use Plan. The interest rate on this Loan is **0.01%** per annum (calculated on the basis of a year equaling 360 days made up of 12 months of 30 days each) to be paid **pursuant to Section 2.05 of this Loan Agreement**.

and

Section 2.06. Administrative Fee. The Borrower shall pay to the NDEE, or at the direction of NDEE, to NIFA or the Trustee, an annual administrative fee of 0.0% per annum to be paid in semiannual installments on June 15 and December 15. The Administrative fee is waived for the first year after the date the loan agreement was signed. After the first year, the loan amount outstanding accumulated during the first year, begins to accrue. Any disbursements after the first year, begins to accrue the administrative fee from the date of the disbursement. After receipt of Initiation of Operation date and the final disbursement, a revised final Attachment A shall be prepared to establish the debt service schedule pursuant to Section 2.05. Such revised final Attachment A thereafter shall be deemed to be incorporated herein by reference and made a part hereof and shall supersede and replace the projected Attachment A.

to be replaced with:

Section 2.06. Administrative Fee. **The administrative rate on this Loan is determined by the NDEE pursuant to Regulations and the Intended Use Plan and is applied to outstanding principal. The Borrower shall pay to the NDEE, or at the direction of the NDEE, to the NIFA or the Trustee, an annual administrative fee of 0.01% per annum (calculated on the basis of a year equaling 360 days made up of 12 months of 30 days each) to be paid pursuant to Section 2.06 of this Loan Agreement.**

3. Pursuant to Section 6.04 of the Loan Agreement, the parties hereby incorporate and, in accordance with the terms and conditions set forth in Amendment No. 01 to the Loan Agreement, substitute the following attachments attached hereto:
 - a. Attachment A – Projected Loan Repayment Schedule of the Loan Agreement;
 - b. Attachment B – Project Costs and Projected Outlay Schedule;
 - c. Attachment C – Financial Analysis;
 - d. Attachment E – Opinion of Borrower's Counsel; and
 - e. Attachment F – Promissory Note
4. Except as specifically modified herein, all terms and conditions of the original Loan Agreement remain in full force and effect.
5. Electronic Signature – The NDEE and the Borrower hereby approve the usage of electronic signatures pursuant to Neb. Rev. Stat. §86-611 and Nebraska Administrative Code, Title 437, Digital Signatures Act.
 - a. Attachment F – Promissory Note of this Loan Agreement for the CITY OF ST. PAUL may not be electronically signed and must be signed physically by the authorized signatories. The Borrower agrees to send Attachment F of this Loan Amendment to the NDEE once signed.

6. The amendment or modification made herein shall become effective on the latter of the two dates signed.

IN WITNESS THEREOF, the parties hereto have caused this Amendment No. 01 to the Loan Agreement to be executed and delivered as of the date set forth below.

CITY OF ST. PAUL, NEBRASKA

NEBRASKA DEPARTMENT OF ENVIRONMENT AND ENERGY

| | |
|-------------|-------------|
| By _____ | By _____ |
| Title _____ | Title _____ |
| Date _____ | Date _____ |

DRAFT: PLEASE DO NOT SIGN THIS SECTION. THIS SECTION WILL BE SIGNED ELECTRONICALLY THROUGH DOCUSIGN.

ATTACHMENT A

LOAN REPAYMENT SCHEDULE

Interest and Administrative fee accruing before December 15, 2023 which is not reflected on the following amortization schedule, shall be billed and paid in accordance with the NDEE's procedures. Interest and the Administrative fee shall accrue at the applicable rate (set forth in Section 2.03 and 2.06 of the Loan Agreement) as to the amount drawn from the date of each disbursement. Payments are due on June 15 and December 15 of each year, with an estimated commencement of December 15, 2021. Amounts due will be invoiced on or about May 15 and November 15 of each year for each six-month payment period ending on the set interest payment date. Interest and Administrative fee accruing on principal amounts drawn after the invoicing date are to be included with the next invoice. Following the receipt of Initiation of Operation date and the final disbursement of Loan proceeds to the Borrower, a revised final Attachment A shall be prepared by NDEE to establish the final debt service schedule based upon the following parameters set forth below. Such revised final Attachment A thereafter shall be deemed to be incorporated herein by reference and made a part hereof and shall supersede and replace the projected Attachment A.

The final Loan Repayment Schedule shall be calculated by NDEE based on the following parameters:

- (1) Final principal amount of Loan;
- (2) Amount of Loan Forgiveness, if any;
- (3) Interest rate as set forth in Section 2.03;
- (4) Administrative fee rate as set forth in Section 2.06;
- (5) Installments of principal and interest on each June 15 and December 15 payment date, (a) beginning on the latest such payment date that is within one year after the Initiation of Operation date but no later than three years after the date of the Loan Agreement, whichever occurs first and (b) ending on the latest such payment date that is less than 20 years after the Initiation of Operation date; and
- (6) Amortization of principal to achieve level payments of principal and interest (not taking into account the administrative fee payment pursuant to Section 2.06).

ATTACHMENT A

PROJECTED AMORTIZATION SCHEDULE

| | | | |
|------------------------------|---------------------|--------------------|------|
| TOTAL PRINCIPAL: | \$ 6,016,000 | INTEREST RATE (%): | 0.01 |
| LOAN FORGIVENESS: | \$ - | ADMIN FEE (%): | 0.01 |
| SMALL TOWN GRANT: | \$ - | TERM (YEARS): | 30 |
| TOTAL SRF ASSISTANCE: | \$ 6,016,000 | | |

| Principal Payment | Principal | Principal Payment | Interest | Admin Fee | Total Payment | Remaining Principal |
|-------------------|--------------------|-------------------|-------------------|-------------------|-----------------------|---------------------|
| 6/15/2024 | \$ 6,016,000.00 | \$ 100,118.85 | \$ 300.80 | \$ 300.80 | \$ 100,720.45 | \$ 5,915,881.15 |
| 12/15/2024 | \$ 5,915,881.15 | \$ 100,123.85 | \$ 295.79 | \$ 295.79 | \$ 100,715.44 | \$ 5,815,757.30 |
| 6/15/2025 | \$ 5,815,757.30 | \$ 100,128.86 | \$ 290.79 | \$ 290.79 | \$ 100,710.44 | \$ 5,715,628.44 |
| 12/15/2025 | \$ 5,715,628.44 | \$ 100,133.87 | \$ 285.78 | \$ 285.78 | \$ 100,705.43 | \$ 5,615,494.57 |
| 6/15/2026 | \$ 5,615,494.57 | \$ 100,138.87 | \$ 280.77 | \$ 280.77 | \$ 100,700.42 | \$ 5,515,355.70 |
| 12/15/2026 | \$ 5,515,355.70 | \$ 100,143.88 | \$ 275.77 | \$ 275.77 | \$ 100,695.42 | \$ 5,415,211.81 |
| 6/15/2027 | \$ 5,415,211.81 | \$ 100,148.89 | \$ 270.76 | \$ 270.76 | \$ 100,690.41 | \$ 5,315,062.93 |
| 12/15/2027 | \$ 5,315,062.93 | \$ 100,153.90 | \$ 265.75 | \$ 265.75 | \$ 100,685.40 | \$ 5,214,909.03 |
| 6/15/2028 | \$ 5,214,909.03 | \$ 100,158.90 | \$ 260.75 | \$ 260.75 | \$ 100,680.39 | \$ 5,114,750.13 |
| 12/15/2028 | \$ 5,114,750.13 | \$ 100,163.91 | \$ 255.74 | \$ 255.74 | \$ 100,675.39 | \$ 5,014,586.22 |
| 6/15/2029 | \$ 5,014,586.22 | \$ 100,168.92 | \$ 250.73 | \$ 250.73 | \$ 100,670.38 | \$ 4,914,417.30 |
| 12/15/2029 | \$ 4,914,417.30 | \$ 100,173.93 | \$ 245.72 | \$ 245.72 | \$ 100,665.37 | \$ 4,814,243.37 |
| 6/15/2030 | \$ 4,814,243.37 | \$ 100,178.94 | \$ 240.71 | \$ 240.71 | \$ 100,660.36 | \$ 4,714,064.43 |
| 12/15/2030 | \$ 4,714,064.43 | \$ 100,183.95 | \$ 235.70 | \$ 235.70 | \$ 100,655.35 | \$ 4,613,880.49 |
| 6/15/2031 | \$ 4,613,880.49 | \$ 100,188.95 | \$ 230.69 | \$ 230.69 | \$ 100,650.34 | \$ 4,513,691.53 |
| 12/15/2031 | \$ 4,513,691.53 | \$ 100,193.96 | \$ 225.68 | \$ 225.68 | \$ 100,645.33 | \$ 4,413,497.57 |
| 6/15/2032 | \$ 4,413,497.57 | \$ 100,198.97 | \$ 220.67 | \$ 220.67 | \$ 100,640.32 | \$ 4,313,298.60 |
| 12/15/2032 | \$ 4,313,298.60 | \$ 100,203.98 | \$ 215.66 | \$ 215.66 | \$ 100,635.31 | \$ 4,213,094.61 |
| 6/15/2033 | \$ 4,213,094.61 | \$ 100,208.99 | \$ 210.65 | \$ 210.65 | \$ 100,630.30 | \$ 4,112,885.62 |
| 12/15/2033 | \$ 4,112,885.62 | \$ 100,214.00 | \$ 205.64 | \$ 205.64 | \$ 100,625.29 | \$ 4,012,671.62 |
| 6/15/2034 | \$ 4,012,671.62 | \$ 100,219.01 | \$ 200.63 | \$ 200.63 | \$ 100,620.28 | \$ 3,912,452.60 |
| 12/15/2034 | \$ 3,912,452.60 | \$ 100,224.03 | \$ 195.62 | \$ 195.62 | \$ 100,615.27 | \$ 3,812,228.57 |
| 6/15/2035 | \$ 3,812,228.57 | \$ 100,229.04 | \$ 190.61 | \$ 190.61 | \$ 100,610.26 | \$ 3,711,999.54 |
| 12/15/2035 | \$ 3,711,999.54 | \$ 100,234.05 | \$ 185.60 | \$ 185.60 | \$ 100,605.25 | \$ 3,611,765.49 |
| 6/15/2036 | \$ 3,611,765.49 | \$ 100,239.06 | \$ 180.59 | \$ 180.59 | \$ 100,600.24 | \$ 3,511,526.43 |
| 12/15/2036 | \$ 3,511,526.43 | \$ 100,244.07 | \$ 175.58 | \$ 175.58 | \$ 100,595.22 | \$ 3,411,282.36 |
| 6/15/2037 | \$ 3,411,282.36 | \$ 100,249.08 | \$ 170.56 | \$ 170.56 | \$ 100,590.21 | \$ 3,311,033.27 |
| 12/15/2037 | \$ 3,311,033.27 | \$ 100,254.10 | \$ 165.55 | \$ 165.55 | \$ 100,585.20 | \$ 3,210,779.18 |
| 6/15/2038 | \$ 3,210,779.18 | \$ 100,259.11 | \$ 160.54 | \$ 160.54 | \$ 100,580.19 | \$ 3,110,520.07 |
| 12/15/2038 | \$ 3,110,520.07 | \$ 100,264.12 | \$ 155.53 | \$ 155.53 | \$ 100,575.17 | \$ 3,010,255.94 |
| 6/15/2039 | \$ 3,010,255.94 | \$ 100,269.14 | \$ 150.51 | \$ 150.51 | \$ 100,570.16 | \$ 2,909,986.81 |
| 12/15/2039 | \$ 2,909,986.81 | \$ 100,274.15 | \$ 145.50 | \$ 145.50 | \$ 100,565.15 | \$ 2,809,712.66 |
| 6/15/2040 | \$ 2,809,712.66 | \$ 100,279.16 | \$ 140.49 | \$ 140.49 | \$ 100,560.13 | \$ 2,709,433.50 |
| 12/15/2040 | \$ 2,709,433.50 | \$ 100,284.18 | \$ 135.47 | \$ 135.47 | \$ 100,555.12 | \$ 2,609,149.32 |
| 6/15/2041 | \$ 2,609,149.32 | \$ 100,289.19 | \$ 130.46 | \$ 130.46 | \$ 100,550.11 | \$ 2,508,860.13 |
| 12/15/2041 | \$ 2,508,860.13 | \$ 100,294.21 | \$ 125.44 | \$ 125.44 | \$ 100,545.09 | \$ 2,408,565.92 |
| 6/15/2042 | \$ 2,408,565.92 | \$ 100,299.22 | \$ 120.43 | \$ 120.43 | \$ 100,540.08 | \$ 2,308,266.70 |
| 12/15/2042 | \$ 2,308,266.70 | \$ 100,304.24 | \$ 115.41 | \$ 115.41 | \$ 100,535.06 | \$ 2,207,962.47 |
| 6/15/2043 | \$ 2,207,962.47 | \$ 100,309.25 | \$ 110.40 | \$ 110.40 | \$ 100,530.05 | \$ 2,107,653.22 |
| 12/15/2043 | \$ 2,107,653.22 | \$ 100,314.27 | \$ 105.38 | \$ 105.38 | \$ 100,525.03 | \$ 2,007,338.95 |
| 6/15/2044 | \$ 2,007,338.95 | \$ 100,319.28 | \$ 100.37 | \$ 100.37 | \$ 100,520.02 | \$ 1,907,019.67 |
| 12/15/2044 | \$ 1,907,019.67 | \$ 100,324.30 | \$ 95.35 | \$ 95.35 | \$ 100,515.00 | \$ 1,806,695.37 |
| 6/15/2045 | \$ 1,806,695.37 | \$ 100,329.31 | \$ 90.33 | \$ 90.33 | \$ 100,509.98 | \$ 1,706,366.06 |
| 12/15/2045 | \$ 1,706,366.06 | \$ 100,334.33 | \$ 85.32 | \$ 85.32 | \$ 100,504.97 | \$ 1,606,031.73 |
| 6/15/2046 | \$ 1,606,031.73 | \$ 100,339.35 | \$ 80.30 | \$ 80.30 | \$ 100,499.95 | \$ 1,505,692.38 |
| 12/15/2046 | \$ 1,505,692.38 | \$ 100,344.36 | \$ 75.28 | \$ 75.28 | \$ 100,494.93 | \$ 1,405,348.02 |
| 6/15/2047 | \$ 1,405,348.02 | \$ 100,349.38 | \$ 70.27 | \$ 70.27 | \$ 100,489.92 | \$ 1,304,998.64 |
| 12/15/2047 | \$ 1,304,998.64 | \$ 100,354.40 | \$ 65.25 | \$ 65.25 | \$ 100,484.90 | \$ 1,204,644.24 |
| 6/15/2048 | \$ 1,204,644.24 | \$ 100,359.42 | \$ 60.23 | \$ 60.23 | \$ 100,479.88 | \$ 1,104,284.82 |
| 12/15/2048 | \$ 1,104,284.82 | \$ 100,364.43 | \$ 55.21 | \$ 55.21 | \$ 100,474.86 | \$ 1,003,920.39 |
| 6/15/2049 | \$ 1,003,920.39 | \$ 100,369.45 | \$ 50.20 | \$ 50.20 | \$ 100,469.84 | \$ 903,550.93 |
| 12/15/2049 | \$ 903,550.93 | \$ 100,374.47 | \$ 45.18 | \$ 45.18 | \$ 100,464.83 | \$ 803,176.46 |
| 6/15/2050 | \$ 803,176.46 | \$ 100,379.49 | \$ 40.16 | \$ 40.16 | \$ 100,459.81 | \$ 702,796.97 |
| 12/15/2050 | \$ 702,796.97 | \$ 100,384.51 | \$ 35.14 | \$ 35.14 | \$ 100,454.79 | \$ 602,412.46 |
| 6/15/2051 | \$ 602,412.46 | \$ 100,389.53 | \$ 30.12 | \$ 30.12 | \$ 100,449.77 | \$ 502,022.94 |
| 12/15/2051 | \$ 502,022.94 | \$ 100,394.55 | \$ 25.10 | \$ 25.10 | \$ 100,444.75 | \$ 401,628.39 |
| 6/15/2052 | \$ 401,628.39 | \$ 100,399.57 | \$ 20.08 | \$ 20.08 | \$ 100,439.73 | \$ 301,228.82 |
| 12/15/2052 | \$ 301,228.82 | \$ 100,404.59 | \$ 15.06 | \$ 15.06 | \$ 100,434.71 | \$ 200,824.24 |
| 6/15/2053 | \$ 200,824.24 | \$ 100,409.61 | \$ 10.04 | \$ 10.04 | \$ 100,429.69 | \$ 100,414.63 |
| 12/15/2053 | \$ 100,414.63 | \$ 100,414.63 | \$ 5.02 | \$ 5.02 | \$ 100,424.67 | \$ 0.00 |
| TOTAL: | \$6,016,000 | \$9,178.91 | \$9,178.91 | \$9,178.91 | \$6,034,357.82 | |

ATTACHMENT B

PROJECT COSTS

| COST CLASSIFICATION | ESTIMATED TOTAL COST |
|--|-----------------------------|
| 1) Administrative and legal expenses | \$ 10,000 |
| 2) Land, structures, right-of-ways, appraisals, etc. | \$ 116,300 |
| 3) Relocation expenses and payments | |
| 4) Architectural and engineering fees | \$ 266,000 |
| 5) Project inspection fees | \$ 250,000 |
| 6) Site work, demolition and removal | \$ 872,000 |
| 7) Construction | \$ 3,479,450 |
| 8) Equipment | \$ 1,007,250 |
| 9) Miscellaneous | \$ 15,000 |
| 10) SUBTOTAL (sum of lines 1-9) | \$ 6,016,000 |
| 11) Contingencies | |
| 12) SUBTOTAL (sum of lines 10-11) | \$ 6,016,000 |
| Less project (program) income | |
| TOTAL PROJECT COSTS (line 12 minus 13) | \$ 6,016,000 |
| SOURCE OF FUNDS | |
| NDEE CWSRF Loan (Principal) | \$ 6,016,000 |
| ARPA Funding | \$ 255,000 |
| TOTAL PROJECT ASSISTANCE | \$ 6,271,000 |

Funds shall be made only to owners of eligible systems for eligible projects pursuant to the Safe Drinking Water Act.

SRF OUTLAY SCHEDULE

| | 2022 | 2023 | 2024 |
|----------------------|---------------------|---------------------|-------------------|
| January | \$ - | \$ - | \$ - |
| February | \$ - | \$ 522,380 | \$ - |
| March | \$ 400,150 | \$ 586,285 | \$ - |
| April | \$ 16,097 | \$ - | \$ - |
| May | \$ 521,059 | \$ - | \$ 101,725 |
| June | \$ 401,269 | \$ - | \$ - |
| July | \$ 724,164 | \$ 459,991 | \$ - |
| August | \$ 730,084 | \$ - | \$ - |
| September | \$ 477,693 | \$ 300,000 | \$ 75,000 |
| October | \$ - | \$ - | \$ - |
| November | \$ - | \$ 200,000 | \$ - |
| December | \$ 500,103 | \$ - | \$ - |
| ANNUAL TOTAL: | \$ 3,770,619 | \$ 2,068,656 | \$ 176,725 |
| TOTAL | \$ 6,016,000 | | |

**Amounts after June 2023 are projected outlay schedule.*

ATTACHMENT C

CITY OF ST. PAUL, NEBRASKA

CWSRF PROJECT NO. C318049

St. Paul has requested a CWSRF loan of \$5,820,000, amended to \$6,016,000 via Amendment No. 01, to finance construction of wastewater treatment plant improvements for ammonia and nutrient removal. Included in the loan are engineering and inspection fees, Scada upgrade, and sewer maintenance equipment, jet trailer, vac trailer and sewer utility pickup. A financial analysis is presented. The documents reviewed and used to complete this analysis are:

1. Financial Reports of the St. Paul Combined Utility and Sewer Funds for the year ending September 30, 2018 through 2020.
2. Water/Wastewater Preapplication for State and/or Federal Assistance and miscellaneous correspondence from St. Paul in project file.

Table 1
Sewer System Account Summary

| Year Ending September 30 | Revenue (Sales and Miscellaneous) | Expenses (Excludes Depreciation) | Revenues Minus Expenses |
|-------------------------------------|--|---|------------------------------------|
| 2018 | \$329,819 | \$144,991 | \$184,828 |
| 2019 | \$326,673 | \$169,800 | \$156,873 |
| 2020 | \$339,324 | \$180,276 | \$159,048 |
| 2021 | \$374,065 | \$146,694 | \$227,371 |
| 2022 | \$527,006 | \$173,644 | \$353,362 |

Table 2
Combined Utility Account Summary (Light, Sewer, and Water)

| Year Ending September 30 | Revenue (Sales and Miscellaneous + Interest Income) | Expenses (Excludes Depreciation) | Revenues Minus Expenses |
|-------------------------------------|--|---|------------------------------------|
| 2018 | \$3,646,415 | \$2,802,792 | \$843,623 |
| 2019 | \$3,691,557 | \$2,782,260 | \$909,297 |
| 2020 | \$3,687,088 | \$2,842,392 | \$844,696 |
| 2021 | \$3,834,480 | \$2,771,965 | \$1,062,515 |
| 2022 | \$4,083,826 | \$2,807,531 | \$1,276,295 |

The following are Combined Utilities Revenue and Refunding Bonds outstanding as of September 30, 2018:

Table 3
Bonds and Notes payable as of September 30, 2020

| Bonds and Notes | Interest Rates | Principal Amount |
|--|-----------------------|-------------------------|
| Dated May 5, 2016 (Sewer, Water, Street G.O. Bonds) | 0.80 – 1.55%% | \$150,500 |
| Dated Oct. 5, 2016 (G.O. Bonds) | 0.75 - 2.75% | \$1,032,825 |
| Dated Oct. 5, 2016 (G.O. Bonds) | 0.75 – 2.75% | \$51,275 |
| Dated Oct. 14, 2016 (Combined Utility Revenue Bonds) | 0.85 – 1.85% | \$120,000 |
| Dated Dec. 22, 2016 (Street, Water, and Sewer Bonds) | 1.10 – 2.60% | \$131,100 |
| Dated Mar. 16, 2020 (Sewer and Water Bond Anticipation Note) | 1.4% | \$162,360 |
| Dated Apr. 7, 2020 (Water Revenue Bonds) | 1.25 – 1.60% | \$375,000 |
| Total | | \$2,023,060 |

Table 4
Long-term liability activity for the year ended September 30, 2020 for Governmental and Business-type Debt

| Bonds payable | Begin Balance | Additions | Reductions | End Balance | Due in one year |
|-------------------------------|----------------------|--------------------|--------------------|--------------------|------------------------|
| Governmental G.O. Debt | \$1,480,750 | \$739,640 | (\$211,450) | \$2,008,940 | \$948,790 |
| Business-type Bonds and notes | \$2,074,250 | \$537,360 | (\$588,550) | \$2,023,060 | \$408,210 |
| Total Bonds payable | \$3,555,000 | \$1,277,000 | (\$800,000) | \$4,032,000 | \$1,357,000 |

Table 5
Annual debt service requirements to maturity for business-type activities and governmental bonds

| Year ending September 30 | Principal | Interest | Total |
|---------------------------------|--------------------|------------------|--------------------|
| 2021 | \$1,357,000 | \$71,526 | \$1,428,526 |
| 2022 | \$345,000 | 52,960 | 397,960 |
| 2023 | \$265,000 | 47,825 | 312,825 |
| 2024 | 275,000 | 43,435 | 318,435 |
| 2025 | 280,000 | 38,476 | 318,476 |
| 2026 – 2030 | 1,115,000 | 114,462 | 1,229,462 |
| 2031 – 2035 | 395,000 | 15,278 | 410,278 |
| Total | \$4,032,000 | \$383,962 | \$4,415,962 |

The estimated debt coverage ratio on the combined first year and current year payments on the above Business-type bonds and notes using the net revenue available for debt service which includes the sewer and water system payments is satisfactory in meeting the 1.10 CWSRF debt coverage requirement.

Analysis of the St. Paul's Water and Sewer Utility:

St. Paul has professional staff administering their combined utility and has shown good financial management of their water and sewer system. The sewer user rate impact was evaluated for the WWTF upgrade. The current monthly sewer rate is a base rate of \$22.50 plus a use rate of \$2.60 per thousand gallons of winter water use. Using an average household monthly winter water use of 5,000 gallons, this equates to an average of \$35.50 per month per residential user. Sewer use fees would be pledged to repay the CWSRF loan. The City of St. Paul has approximately 1,078 sewer connections. Sewer rate increases will be phased in over the next two years. The rates will increase on March 1, 2022 to a base rate of \$30 per month and a winter use charge of \$3.20 per thousand gallons. Then in March 1, 2023 the rates will increase to a base of \$37.00 per month with a \$3.80 winter use per thousand gallons.

Table 6
Proposed CWSRF Loan No. C318049, Principal **\$6,016,000**

| Loan Term (years) | Interest Rate | First Year Payment | First Year Payment + 10% Coverage | Number of Connections |
|-------------------|--|--------------------|-----------------------------------|-----------------------|
| 30 | 0.01% + 0.01% admin fee on outstanding principal balance | \$201,436 | \$221,580 | 1,078 |

The annual CWSRF loan repayment for a 30-year term, **0.01%** per annum interest plus an annual **0.01%** administrative fee on the outstanding principal balance is approximately **\$201,436**. Adding the required additional 10% debt service coverage, the estimated annual revenue to cover CWSRF debt service is calculated to be **\$221,580**. Based on the initial number of residential connections, the monthly debt service per user impact of the loan is estimated to be **\$17.13** per month per user. The planned user rate increase for March 2023 will increase the rates by an approximate additional \$20.50 per user per month. The planned sewer rate increases should be adequate to cover the CWSRF debt service and increased O&M costs. The sewer fund revenue requirements will be evaluated on an ongoing basis by the City of St. Paul. St. Paul 2023 sewer rate is projected at \$56.00 per month average user rate for 5,000 gallons winter water use, or \$672 annually, which when compared to St. Paul's 2018 MHI of \$54,375 is 1.2% of St. Paul's MHI. This percentage is below the EPA's high cost threshold of 2.0% for sewer rates.

For Borrower's Legal/Bond Counsel: Please see notes on following page.

ATTACHMENT E

Form of Opinion of Borrower's Counsel

[USE BORROWER'S OR COUNSEL'S LETTERHEAD]

[Date]

[NOTE: Any of the opinions given below may be given in reliance upon the opinion of another Bond Counsel, and one Bond Counsel may give some of the opinions and another Bond Counsel may give others.]

Nebraska Department of Environment and Energy
Post Office Box 98922
Lincoln, NE 68509-8922
Attention: State Revolving Fund Program



To the Nebraska State Revolving Fund:

We have acted as **Bond** Counsel in connection with the execution and delivery by the City of St. Paul, Nebraska, a Nebraska City of the Second Class (the "Borrower"), of an Agreement for Loan No. C318049 (the "Loan Agreement") and all Amendments thereto, between the Borrower and the Nebraska Department of Environment and Energy ("NDEE") and the issuance of a promissory note (the "Note") by the Borrower to the NDEE. All terms used in this opinion letter and not defined shall have the meanings given to them in the Loan Agreement.

In this connection, I have examined the following:

- (a) Certified copies of the **Ordinance 1024, and all amendments thereto**;
- (b) An executed counterpart of the Loan Agreement and Amendment No. 01;
- (c) The executed amended Note that supersedes the original; and
- (d) Such other documents as I deemed relevant and necessary in rendering this opinion.

As to questions of fact material to our opinion, we have relied upon the certified proceedings and other certifications of public officials furnished to us without undertaking to verify the same by independent investigation. We have assumed, without undertaking to verify the same, that the loan terms established by the NDEE in the Loan Agreement comply with the Wastewater Treatment Facilities Construction Assistance Act, Neb. Rev. Stat. §§81-15,147 et seq., and applicable regulations and program requirements of the NDEE.

Based upon the foregoing I am of the opinion that:

1. The Borrower is a city duly organized and validly existing under the laws of the State of Nebraska.
2. The Borrower is a governmental unit, as such term is used in Section 141(b)(6) of the Internal Revenue Code of 1986, as amended.
3. The Borrower has the power and authority to enter into the Loan Agreement, to issue the Note, to borrow the entire principal amount provided for in Section 2.01 of the Loan Agreement (the "Principal Amount") and to perform its obligations under the Loan Agreement and the Note.
4. The Loan Agreement, Amendment No. 01, and the Note have been duly authorized, executed and delivered by the Borrower and are, and would be if the entire Principal Amount were advanced to the

Borrower pursuant to the Loan Agreement on the date of this opinion, valid and legally binding special obligations of the Borrower, payable solely from the sources provided therefor in the Loan Agreement, enforceable in accordance with their respective terms, except to the extent that the enforceability thereof may be limited by laws relating to bankruptcy, insolvency or other similar laws affecting creditors' rights generally and general principles of equity.

5. Pursuant, where applicable, to Nebraska Revised State Statutes §§18-1803 through 18-1805; §§31-732, 31-739, and 31-740, and all other applicable statutes governing eligible municipalities, the Loan Agreement creates a valid lien on the funds pledged by the Borrower pursuant to Section 3.02 of the Loan Agreement for the security of the Loan Agreement and the Note and no other debt of the Borrower is secured by a superior lien on such funds. As set forth in the Loan Agreement, there is outstanding indebtedness of the City issued on parity with the Note.
6. The Borrower has obtained or made all approvals, authorizations, consents, or other actions of, and filings, registrations, or qualifications with, the Borrower or any other government authority which are legally required to allow the Borrower to enter into and perform its obligations under the Loan Agreement and the Note and borrow the full Principal Amount pursuant to the Loan Agreement and the Note.

It is to be understood that the rights of the holder of the Note and the Loan Agreement and the priorities and enforceability thereof may be subject to bankruptcy, insolvency, reorganization, moratorium, extension, compromise and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent applicable and that their priorities and enforcement may also be subject to the exercise of judicial discretion in appropriate cases.

This opinion letter, and the opinions expressed in it, are intended only for the benefit of the addressee identified in the first page hereof. No other person may rely upon any opinion expressed without our prior written authorization.

Very truly yours,

For Borrower's Legal/Bond Counsel:

A Form of Opinion of Borrower's Counsel is required for this loan agreement. Attachment E is NDEE's recommended language and attestations with areas of blue to be changed. The letter should be on counsel's letterhead, if applicable, and must be signed by a counselor.

Signing of the letter can be done in one of two ways:

1) A signed letter is provided to the SRF Project Manager to insert and incorporate into the loan before document is electronically signed; or

2) Counsel can sign a prepared letter inserted into the loan agreement at the time of electronic signing. Please provide an unsigned letter to the SRF Project Manager to incorporate into the loan document, and the name and email of the signee. When the loan goes out for electronic signing, the NDEE Director will sign the document; the loan will then automatically be sent to the Borrower for signature. Once signed, the loan will then automatically be sent to the attorney/bond counsel for final review and approval via signature.

Any questions, please contact the SRF Project Manager.

ATTACHMENT F

PROMISSORY NOTE OF THE CITY OF ST. PAUL, NEBRASKA

FOR VALUE RECEIVED, the undersigned (the "Borrower") promises to pay, but solely from the sources described herein, to the order of the Nebraska Department of Environment and Energy ("NDEE"), or its successors and assigns, the principal sum of not to exceed **\$6,016,000**, to the extent disbursed pursuant to Section 2.01 and Section 2.04 of the Loan Agreement No. C318049 ("the Loan Agreement"), with interest on each such amount until paid, as provided in Section 2.03 of the Loan Agreement between NDEE and the Borrower. In addition, the Borrower shall pay an Administrative Fee on the outstanding principal amount of this Note at the rate of **0.01** percent per annum as provided in the Loan Agreement. The said principal and interest and Administrative Fee shall be payable in semiannual installments each payable on June 15 and December 15 of each year in accordance with Section 2.05 of the Loan Agreement. Each installment shall be in the amount set forth in Attachment A to the Loan Agreement.

All payments under this Note shall be payable at the offices of NDEE in Lincoln, Nebraska, and upon the assignment of this Note to NIFA, at the principal corporate trust office of a Trustee designated by NIFA, or such other place as the NDEE may designate in writing.

This Note is issued pursuant to and is secured by the Loan Agreement, **Loan Agreement Amendment No. 01**, and the **Ordinance No. 1024, as amended**, of the City of St. Paul, Nebraska, the terms and provisions of which are incorporated herein by reference **and hereby supersedes and replaces the original Note**.

All payments of principal of and interest on this Note and other payment obligations of the Borrower hereunder shall be limited obligations of the Borrower payable solely out of the Combined User Charge (as defined in the Loan Agreement), on a parity with the City's Outstanding revenue bonds and other revenue bonds now or hereafter outstanding as permitted under the terms of said Ordinance, and shall not be payable out of any other revenues of the Borrower. The obligations of the Borrower under this Note shall never constitute or give rise to a charge against its general credit or taxing power. This note shall not be a debt of the Borrower within the meaning of any constitutional statutory or charter limitation upon the creation of general obligation indebtedness of the Borrower.

If default be made in the payment of any installment due under this Note, or by the occurrence of any one or more of the Events of Default specified in Article V of the Loan Agreement, and if such Event of Default is not remedied as therein provided, or by failure to comply with any provision of the Ordinance, NDEE then, or at any time thereafter, may give notice to the Borrower that all unpaid amounts of this Note then outstanding, together with all other unpaid amounts outstanding under the Loan Agreement, are due and payable immediately, and thereupon, without further notice or demand, all such amounts shall become and be immediately due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise the same at any time in the event of any continuing or subsequent default.

This Loan Agreement is being signed in part electronically. Attachments F of this Loan Agreement cannot be electronically signed a physically signed copied is required to be inserted into the Loan Agreement. The Borrower acknowledges that they have received the Loan Agreement **and Amendment No. 01** in its entirety and agree to complete Attachment F and submit signed copies to the NDEE. Such revised final Attachments of F thereafter shall be deemed to be incorporated herein by reference and made a part hereof.

The Borrower hereby waives presentment for payment, demand, protest, notice of protest and notice of dishonor.

ATTACHMENT F

PROMISSORY NOTE OF THE CITY OF ST. PAUL, NEBRASKA

(continued)

This Note and all instruments securing the same are to be construed according to the laws of the State of Nebraska. Signed and sealed this _____ day of _____, 2023.

[SEAL] (if applicable)

CITY OF ST. PAUL, NEBRASKA

NEBRASKA DEPARTMENT OF ENVIRONMENT AND ENERGY



| | | |
|------------------------------|----------------------|----------------------|
| Attest: _____ (signature) | _____ (signature) | _____ (signature) |
| Title Clerk _____ | Title Mayor _____ | Title Director _____ |
| Date _____ | Date _____ | Date _____ |

Complete this section upon assignment of this Note to the NIFA.

Pursuant to the Pledge Agreement dated as of _____ as amended (the "Pledge Agreement"), by and between the NDEE and the Nebraska Investment Finance Authority ("NIFA"), and the _____ dated as of _____, as supplemented and amended, by and between NIFA _____, as trustee (the "Trustee"), the NDEE hereby assigns, grants and conveys any and all of the NDEE's rights, title and interest in this Note to NIFA, except as provided in the Pledge Agreement, and NIFA hereby assigns such rights, title and interest to the Trustee and any successor Trustee.

Attested by:

By _____
(printed name)

NEBRASKA INVESTMENT FINANCE AUTHORITY

By _____
(printed name)

ATTACHMENT H

Other Documents

These forms will be loan specific so will need to be added/removed separately for each agreement.

Attachment H.01 – St. Paul Ordinance 1024

We will need an executed copy of the amended Ordinance #1024 to insert into the loan agreement before amendment can be signed.



Connie Beck

From: Jason White <jason@schaperandwhite.com>
Sent: Wednesday, July 5, 2023 1:56 PM
To: Connie Beck
Subject: RE: St. Paul WWTP Improvements - SRF Loan [C318049]

✱
Connie, I have reviewed the documents for the WWTP loan. I don't see anything that sticks out. I do see they want a letter from the "bond counsel" I am thinking that's me but perhaps that is the bond people. If it is me let me know and I will get started on the draft of the letter. Jason

Jason S. White

Schaper & White 

Custer Title & Abstract



345 S 10th Ave
P.O. Box 586
Broken Bow, NE 68822
Ph: 308-872-6481
Fax: 308-872-6385

From: Connie Beck <cjbeck@cityofstpaulne.org>
Sent: Friday, June 30, 2023 2:23 PM
To: Jason White <jason@schaperandwhite.com>
Subject: RE: St. Paul WWTP Improvements - SRF Loan [C318049]

Thank you Attorney White; Happy Weekend!!!

From: Jason White <jason@schaperandwhite.com>
Sent: Friday, June 30, 2023 9:53 AM
To: Brian Friedrichsen <bfriedrichsen@olsson.com>; Connie Beck <cjbeck@cityofstpaulne.org>
Subject: RE: St. Paul WWTP Improvements - SRF Loan [C318049]

I've gone through it we are good I believe. Jason

Jason S. White

Schaper & White 

Custer Title & Abstract



345 S 10th Ave
P.O. Box 586
Broken Bow, NE 68822
Ph: 308-872-6481
Fax: 308-872-6385

From: Brian Friedrichsen <bfriedrichsen@olsson.com>
Sent: Wednesday, June 28, 2023 1:09 PM
To: Connie Beck <cjbeck@cityofstpaulne.org>

ATTACHMENT H

Other Documents

These forms will be loan specific so will need to be added/removed separately for each agreement.

Attachment H.01 – St. Paul Ordinance 1024

We will need an executed copy of the amended Ordinance #1024 to insert into the loan agreement before amendment can be signed.

LOAN AGREEMENT
(Governmental Borrower)

Between the

NEBRASKA DEPARTMENT OF ENVIRONMENT AND ENERGY

And

CITY OF ST. PAUL, NEBRASKA

NDEE PROJECT NO: C318049

DATED AS OF (Tuesday) September 7, 2021

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LOAN AGREEMENT
BETWEEN THE
NEBRASKA DEPARTMENT OF ENVIRONMENT AND ENERGY (NDEE)
AND
THE CITY OF ST. PAUL, NEBRASKA
PROJECT NO. C318049

This LOAN AGREEMENT (hereinafter "Loan Agreement"), is entered into by and between the State of Nebraska, acting by and through the Nebraska Department of Environment and Energy (hereinafter "NDEE") and the CITY OF ST. PAUL, Nebraska, (hereinafter "Borrower").

WITNESSETH THAT

WHEREAS, the Federal Water Quality Act of 1987 (hereinafter "Federal Act") established a state revolving fund program; and

WHEREAS, to fund the state revolving fund program, the United States (US) Environmental Protection Agency (hereinafter "EPA") will make annual capitalization grants to the states under CFDA #66.458 (Capitalization Grants for State Revolving Fund), on the condition that each state provide an appropriate match for such state's revolving fund; and

WHEREAS, Neb. Rev. Stat. §81-15,153 empowers the NDEE to loan available funds in the Wastewater Treatment Facilities Construction Loan Fund (hereinafter "Fund") to borrowers pursuant to the Wastewater Treatment Facilities Construction Assistance Act (hereinafter "Act") and rules and regulations adopted under such Act; and

WHEREAS, under the Act, the Director of the NDEE is given the responsibility for administration and management of the Fund; and

WHEREAS, the Nebraska Investment Finance Authority (NIFA) is authorized under Neb. Rev. Stat. §58-201 et. seq. and the Act to issue revenue bonds for the purpose of financing wastewater treatment projects (as defined in the Act), including to provide funds for the NDEE to loan to borrowers and to satisfy the state match requirements of the Federal Act; and

WHEREAS, pursuant to such authorization, NIFA may from time to time issue its Wastewater Treatment Facilities Construction Loan Fund revenue bonds for the purpose of financing wastewater treatment projects (as defined in the Act), including to provide funds for the NDEE to loan to borrowers and to satisfy the state match requirements of the Federal Act; and

WHEREAS, the NDEE may from time to time enter into a pledge agreement with NIFA (hereinafter "Pledge Agreement"), pursuant to which NDEE will pledge the interest portion of loan repayments (as defined herein) and certain other revenues to NIFA for the payment of the principal of, redemption premium, if any, and interest on Clean Water State Revolving Fund Revenue Bonds which may be issued by NIFA from time to time; and

WHEREAS, the CITY OF ST. PAUL, Nebraska, is a "Municipality" as defined in Neb. Rev. Stat. §81-15,149(10); and

WHEREAS, the project (hereinafter "Project") to be financed under this Loan Agreement, includes the construction of St. Paul's Wastewater Treatment Works upgrade, scada upgrade, and miscellaneous equipment, and

WHEREAS, the Project Costs (as defined herein) are based upon estimates of the Borrower and at times during or at completion of construction the loan amount may be adjusted by the NDEE pursuant to Section 2.01; and

WHEREAS, the Project is included in the NDEE Intended Use Plan; and

WHEREAS, the NDEE has approved the Borrower's application for a Loan from federal funds and the state match requirement if and when received by and made available to the NDEE pursuant to the Federal Act and the Act to finance Project Costs;

NOW, THEREFORE, for and in consideration of the award of the Loan Agreement by the NDEE, the Borrower agrees to complete its Project and to perform under this Loan Agreement in accordance with the conditions, covenants and procedures set forth below:

ARTICLE I

DEFINITIONS

Section 1.01. Definitions. The following terms as used in this Loan Agreement will, unless the context clearly requires otherwise, have the following meanings:

"Act" means the Wastewater Treatment Facilities Construction Assistance Act, Neb. Rev. Stat. §81-15,147 et seq., as amended.

"Authorized Representative" means the person or persons authorized pursuant to a resolution or ordinance of the governing body of the Borrower to perform any act or execute any document relating to this Loan Agreement.

"Borrower" means the CITY OF ST. PAUL, Nebraska that is a party to and is described in the first paragraph of this Loan Agreement, and its successors and assigns.

"Borrower Fiscal Year" means the twelve-month period ending on September 30th of each year.

"Combined Utilities" means the revenue producing facilities owned and operated by the Borrower consisting of the Wastewater Treatment Works, Water Works Plant and Water System, and the Electric Light and Distribution System (together with any additions, extensions, and improvements thereto hereafter constructed).

"Combined Utilities User Charge" means the revenues derived by the Borrower from the fees and charges for the use and services furnished by or through the Borrower's Combined Utilities, including without limitation, the Wastewater User Charge (defined herein).

"Cut-off Date" means the date established by the NDEE, prior to which, the Borrower will make the final disbursement request for eligible Project Costs.

"Due Date" means the dates specified for payment of principal and interest on the Loan as specified in Section 2.05.

"Electric Light and Distribution System" or "Electric System" means the total electric distribution system, consisting of substations, poles, transformers, and associated structures and items, street lighting, distribution facilities, as well as electric department buildings and equipment designed to provide electric power and electric power services.

"Event of Default" means any occurrence or event specified in Article V.

"Existing Revenue Obligations" means any obligation for a payment of money undertaken by the Borrower which is payable from or secured by a pledge of, or lien upon the Combined Utilities User Charge existing or outstanding at the time of execution and delivery of this Loan Agreement by the Borrower.

"Fund" means the Wastewater Treatment Facilities Construction Loan Fund.

"Initiation of Operation" means the date on which the Borrower places the Project in operation or the Project is capable of being placed in operation for the purposes for which it was planned, designed, and built.

"Intended Use Plan" means a document prepared annually by the NDEE which identifies the intended use of all State Revolving Fund program funds.

"Late Payment" means any payment that is not received within fifteen days of the due date.

"Loan" means the loan made by the NDEE to the Borrower to finance or refinance a portion of the Project Costs pursuant to this Loan Agreement.

"Loan Agreement" means this Loan Agreement, including the Attachments hereto, as it may be properly supplemented, modified or amended.

"Loan Amount" means the principal amount specified in Section 2.01 hereof which the NDEE has agreed to disburse to the Borrower subject to the terms, provisions, and conditions of this Loan Agreement and the availability of State and Federal Funds.

"Loan Repayments" means the payments payable by the Borrower pursuant to Section 2.05 of this Loan Agreement.

"Loan Terms" means the terms of this Loan Agreement provided in Article II of this Loan Agreement.

"NDEE" means the Nebraska Department of Environment and Energy established pursuant to Neb. Rev. Stat. §81-1501 et. seq, as amended.

"NIFA" means the Nebraska Investment Finance Authority, a public body politic and corporate and an instrumentality of the State, and its successors and assigns established pursuant to Neb. Rev. Stat. §58-201 et. seq., as amended.

"Note" means a promissory note of the Borrower with respect to the Loan in the form of Attachment F to this Loan Agreement.

"Ordinance" means **Ordinance No. 1024**, passed and approved by the governing body of the Borrower on **September 7, 2021**, as the same may be amended from time to time.

"Project" means the acquisition, construction, improvement, repair, or rehabilitation which constitutes a project for which the NDEE is making a Loan to the Borrower pursuant to this Loan Agreement.

"Project Costs" means eligible costs associated with secondary or tertiary treatment and appurtenances; infiltration and inflow correction, major sewer system rehabilitation; new collector sewers and appurtenances; new interceptors and appurtenances; land integral to the treatment process; correction of combined sewer overflows; and other costs eligible under the Federal Act including capitalized interest. Project Costs do not include the costs of water rights and for land which is not integral to the treatment process, easements and rights-of-way, legal costs, fiscal agent's fees, operation and maintenance costs and municipal administrative costs. Project Costs are described in Attachment B.

"Regulations" means the "Nebraska Department of Environmental Quality, Title 131 – Rules and Regulations for the Wastewater Treatment Facilities and Drinking Water Construction Assistance Programs", and any amendments thereto promulgated by the NDEE pursuant to the Act.

"Retainage" means construction costs held back by the Borrower from the payments due to the contractor to assure satisfactory completion of the construction agreement.

"Sanitary Sewer Collection System" means the structures, equipment, and processes required to collect and transport sanitary sewer wastewater to the wastewater treatment facility.

"State" means the State of Nebraska acting, unless otherwise specifically indicated, by and through the NDEE and its successors and assigns.

"Trustee" means the trustee under any trust indenture with respect to the revenue bonds the proceeds of which are deposited in the Fund.

"User Charge System" means the methodology used to assess user charge fee(s) for the users of a utility or utilities within the Borrower's jurisdiction.

"Wastewater Treatment Works" or "Sewer System", also known as sewage disposal plant and sanitary sewer system, means the structures, equipment, and processes required to collect, transport, and treat domestic or industrial wastes and to dispose of the effluent and sludges.

"Wastewater Treatment Works" means the structures, equipment, and processes required to collect, convey wastewater, and treat domestic or industrial wastes and to discharge or dispose of the effluent and sludges.

"Wastewater User Charge" means the revenues derived by the Borrower from the fees and charges for the use and services furnished by or through the Wastewater Treatment Facility and the Sanitary Sewer Collection System. Revenues shall include, without limitation, (a) receipts from all charges imposed upon users for service provided and (b) receipts from hookup fees, tap fees, capital facilities charges connected with the use or right to use the Wastewater Treatment Facility and Sanitary Sewer Collection System or any part thereof (specifically including the Project) whether any such receipts (as described in (a) or (b) of this sentence) are directly received by the Borrower from customers or indirectly through interlocal or other agreements with other political subdivisions.

"Waterworks Plant and Water System" or "Water System" means the collection, treatment, storage, or distribution facilities designed to provide the public piped water fit for human consumption.

ARTICLE II

LOAN CONDITIONS AND TERMS

Section 2.01. Amount of the Loan. Subject to all of the terms, provisions and conditions of this Loan Agreement, and subject to the availability of State and Federal funds, the NDEE will loan five million, eight hundred twenty thousand dollars (**\$5,820,000**) to the Borrower to pay a portion of the Project Costs described in Attachment B hereto. The final actual amount of the Loan may be reduced without revision of any other terms, provisions, or conditions of this Loan Agreement, other than adjustment by the NDEE to the final repayment schedule in Attachment A hereto, to reflect reductions in the estimated or actual total Project Costs as impacted by opening of bids for construction, change orders, final actual costs, and prepayments. The Borrower must make provisions for the payment of all eligible costs exceeding the Loan Amount. The NDEE may provide supplemental loan funds through a separate Loan Agreement. Receipt of any supplemental loan funds is dependent on availability of unobligated funds in the Fund and any obligation of additional funds to this Project is at the sole discretion of the NDEE with such revised or additional terms, conditions, and covenants as the NDEE may require.

Section 2.02. Term of the Loan. The Borrower agrees to fully repay the Loan with interest on the date of Initiation of Operation or to begin repayment of principal and interest on the Loan within one (1) year from the date of Initiation of Operation, but no later than three (3) years from the date of the Loan, whichever occurs first, and to repay such Loan in full no later than thirty (30) years from Initiation of Operation and to pay all principal, interest, administrative fees, and penalty fees when due. The Borrower shall provide the NDEE 60 days written notice of its intent to repay the Loan all or in part on the date of the Initiation of Operation.

Section 2.03. Interest Rate. The interest rate on this Loan is determined by the NDEE pursuant to Regulations and the Intended Use Plan. The interest rate on this Loan during construction is 0.0 percent and after the date of Initiation of Operation is 0.0% per annum (calculated on the basis of a year equaling 360 days made up of 12 months of 30 days each) to be paid as set out in Attachment A. For the purposes of this paragraph, "construction" shall mean the period between the date of this Loan and the date of Initiation of Operation.

Section 2.04. Disbursement of Loan. Upon receipt of a disbursement request for work completed and certification by the Borrower, the NDEE agrees to disburse the principal amount of the Loan set out in Section 2.01 of this Article during the progress of the Project for Project Costs. The Borrower may obtain a copy of the disbursement record upon request to the NDEE. Each disbursement shall be upon Automated Clearing House (ACH) by the State of Nebraska and shall be equal to that portion of the unobligated principal amount incurred to the date of the request for disbursement from the Borrower. Submitted requests for disbursement must be supported by proper invoices for Project Costs, a certificate of the Authorized Representative to the effect that all representations made in this Loan remain true as of the date of the request and that no adverse developments affecting the financial condition of the Borrower or its ability to complete the Project or to repay the Loan have occurred since the date of this Loan, or of the previous disbursement, and other documentation acceptable to and approved by the NDEE.

The Borrower may request disbursement for eligible Project Costs, when such Project Costs have been incurred and are due and payable to project contractors. Retainage withheld by the Borrower on agreements will be withheld by the NDEE until such Retainage is either reduced or released to the contractor by the Borrower. However, actual payment of such Project Costs by the Borrower is not required as a condition of a payment request.

(a) **Operation and Maintenance Manual.** The Borrower shall submit a draft of the operation and maintenance manual for the Project to the NDEE before disbursements exceed 75% of the Project Costs. The Borrower shall submit a final operation and maintenance manual to the NDEE and receive approval before disbursements exceed 95% of the Project Costs or final disbursement, whichever comes first.

(b) **Fiscal Sustainability Plan.** In accordance with the Federal Water Pollution Control Act amendments of June 2014, Section 603(d)(1)(E)(i), a recipient of a CWSRF loan for a project that involves the repair, replacement, or expansion of a Wastewater Treatment Works must develop and implement a fiscal sustainability plan (FSP). This provision applies to all CWSRF loans with applications submitted on or after October 1, 2014. The statute requires that FSPs include, at a minimum.

- (1) An inventory of critical assets that are part of the Wastewater Treatment Works;
- (2) An evaluation of the condition and performance of inventoried assets or asset groupings;
- (3) A certification that the assistance recipient has evaluated and will be implementing water and energy conservation efforts as part of the plan;
- (4) A plan for maintaining, repairing, and, as necessary, replacing the Wastewater Treatment Works assets and a plan for funding such activities.

The Borrower may satisfy the FSP requirements by covering only the CWSRF funded project and closely related assets; however, the intent of the requirement is to implement a plan that will expand to comprehensively cover the entire Wastewater Treatment Works.

If the Borrower already has a FSP that meets the requirements, the Borrower must provide certification at loan closing. If a Borrower does not have a FSP at the project start, they must develop, implement, and certify their FSP meets requirements before disbursements exceed 95% of the Project Costs or before final disbursement, whichever comes first.

(c) Cost Effectiveness Analysis. For any CWSRF applications received on or after October 1, 2015, the NDEE will require, as a condition of providing assistance, for the borrower of such assistance, to certify to NDEE that the borrower:

(1) has studied and evaluated the cost and effectiveness of the processes, materials, techniques, and technologies for carrying out the proposed project or activity for which assistance is sought under the Water Resources Reform and Development Act of 2014 (WRRDA); and

(2) has selected, to the maximum extent practicable, a project or activity that maximizes the potential for efficient water use, reuse, recapture, and conservation, and energy conservation, taking into account:

(i) the cost of constructing the project or activity; and

(ii) the cost of operating and maintaining the project or activity over the life of the project or activity; and

(iii) the cost of replacing the project or activity.

Section 2.05. Loan Payments.

(a) Principal and Interest Payments. The Borrower shall pay to the NDEE, or at the direction of the NDEE, to NIFA or the Trustee, on or before the due dates specified below, but only from the sources specified in Section 3.02 hereof, appropriate installments of principal and interest until all principal and interest due on the Loan to the NDEE has been paid in full. Installments of principal and interest shall be paid semiannually on December 15 and June 15 of each year in accordance with the Loan Repayment Schedule in Attachment A; provided that, following the receipt of the Initiation of Operation date and the final disbursement of Loan proceeds to the Borrower, a revised final Attachment A shall be prepared by NDEE to establish the final debt service schedule based upon the parameters described in the projected Attachment A. Such revised final Attachment A thereafter shall be deemed to be incorporated herein by reference and made a part hereof and shall supersede and replace the projected Attachment A.

The NDEE will send the Borrower an invoice 30 days prior to the due date. When a Loan disbursement occurs after invoices are mailed, the NDEE will include adjustments for interest and fee charges on the next semiannual invoice.

(b) Optional Prepayment of the Loan. The Borrower may prepay the Loan, together with any accrued interest in whole or in part at any time without penalty upon giving 60 days written notice to the NDEE of its intent to prepay. The Borrower may make a partial prepayment of the Loan Amount only if the prepayment amount is greater than the lesser of 10% of the outstanding amount of the Loan, or fifty thousand dollars (\$50,000). NDEE shall prepare a new Loan Repayment Schedule to revise Attachment A following receipt of any partial prepayment of the Loan and such revised Attachment A thereafter shall be deemed to be incorporated herein by reference and made a part hereof and shall supersede and replace Attachment A.

(c) Mandatory Prepayment of Loan. If the Borrower receives a grant from any source for any portion of the Project Costs for which a portion of the Loan Amount has been disbursed and is outstanding under this Loan Agreement, such portion of the Loan Amount shall become immediately due and payable.

(d) Delinquent Payment Penalty and Penalty Interest. Payments shall be considered delinquent if not received within 15 days of the due date and for any such delinquent payment, the Borrower agrees to pay a 5% administrative penalty of said delinquent payment. In addition, the Borrower agrees to pay penalty interest on any such delinquent payment at the rate of 1% per month of the amount of such delinquent payment from and after the due date until it is paid.

Section 2.06. Administrative Fee. The Borrower shall pay to the NDEE, or at the direction of NDEE, to NIFA or the Trustee, an annual administrative fee of 0.0% per annum to be paid in semiannual installments on June 15 and December 15. The Administrative fee is waived for the first year after the date the loan agreement was signed. After the first year, the loan amount outstanding accumulated during the first year, begins to accrue. Any disbursements after the first year, begins to accrue the administrative fee from the date of the disbursement. After receipt of Initiation of Operation date and the final disbursement, a revised final Attachment A shall be prepared to establish the debt service schedule pursuant to Section 2.05. Such revised final Attachment A thereafter shall be deemed to be incorporated herein by reference and made a part hereof and shall supersede and replace the projected Attachment A.

Section 2.07. Schedule of Compliance. The Borrower agrees to perform steps of the Project in accordance with the following projected schedule of milestone dates.

- (a) September 2021, Loan date
- (b) October 2021, Construction start
- (c) May 2023, Initiation of Operation
- (d) May 2023, Substantial completion of construction

Section 2.08. Disadvantaged Business Enterprises (Small Business Enterprise/Minority Business Enterprise/Women's Business Enterprise/Small Business Rural Area), including Historically Black Colleges and Universities (hereinafter "DBE/HBCU"). The Borrower agrees that ten percent of the Loan Amount shall be the objective for proposed DBE/HBCU sub-agreement work under this Loan Agreement. The Borrower shall take affirmative steps to assure that small, minority, and women's businesses pursuant to 40 CFR 31.33 and small businesses rural areas pursuant to 13 CFR 121 are used when possible as sources of supplies, construction and services. Affirmative steps shall include the following:

- (a) Placing disadvantaged business enterprises, including minority, women's, small businesses and small businesses in a rural area and historically black colleges and universities on solicitation lists;
- (b) Assuring that disadvantaged business enterprises, historically black colleges and universities are solicited whenever they are potential sources;
- (c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by disadvantaged business enterprises;
- (d) Establishing delivery schedules, where the requirement permits, which encourages participation by disadvantaged business enterprises;
- (e) Using the services and assistance of the Small Business Administration and Minority Business Development Agency of the U. S. Department of Commerce; and
- (f) Requiring the prime contractor to take the affirmative steps listed above.

In addition, the Borrower agrees to submit to the NDEE a completed SF 334 form within 15 days after the end of each federal fiscal quarter during which the Borrower or its contractors award any sub-agreements to a disadvantaged business enterprise for building and building-related services and supplies.

Section 2.09. Sewer Use Ordinances/User Charge Systems. The Borrower agrees to obtain approval from the NDEE of its sewer use ordinance/User Charge System, and to adopt and implement any necessary changes before the Project is placed in operation. The Borrower agrees that it shall not modify or amend, or make additions to or deletions from its sewer use ordinance/User Charge System without the consent of NDEE during the useful life of the Project, provided, however, that any increase in rates and charges necessary or deemed necessary by the governing body of the Borrower in order to comply with the provisions of any ordinance or any other agreement relating to any revenue bonds or other revenue obligations for which the revenues of the Combined Utilities have been pledged or any increase deemed necessary by the governing body of the Borrower in order to permit the issuance of or provide for the payment of additional revenue bonds or other additional revenue obligations may be made without the consent of NDEE.

Section 2.10. Other Conditions and Terms.

- (a) Engineering Services. The Borrower shall provide and maintain competent and adequate engineering supervision and resident inspection during construction.
- (b) Construction Agreement Award. The Borrower shall obtain the NDEE concurrence and authorization prior to award of the construction agreement.
- (c) Initiation of Operation. The Borrower shall provide written notification to the NDEE of the date of Initiation of Operation of the Project.
- (d) Construction Completion. The Borrower shall provide written notification to the NDEE of the construction completion date of the Project.
- (e) Long Term Planning. The Borrower agrees to develop and implement a long-term Wastewater Treatment Works management plan for the term of the Loan, including yearly renewals. This plan shall recognize the cost relationship between the Project and future projects.
- (f) Contractor's Security. The Borrower agrees to require any contractor of the Project to post separate performance and payment bonds or other security approved by the NDEE in the amount of the bid.
- (g) Certified Operator. The Borrower agrees to provide a certified operator for its Wastewater Treatment Works pursuant to Title 197 - Rules and Regulations for the Certification of Wastewater Treatment Facility Operators in Nebraska.
- (h) Site Title and Easements. The Borrower must certify that site title for all easements and rights-of-way necessary to allow construction of the Project have been obtained prior to award of the construction agreement (i.e., all real property has been acquired, bonafide options have been taken or formal condemnation proceedings have been initiated for necessary real property).
- (i) Contractors Payments. The Borrower agrees to make prompt payment to its contractor(s) of sums due for construction and to retain only such amounts as may be justified by specific circumstances and provisions of the construction agreement.
- (j) Bid Solicitation. The Borrower agrees that all bid solicitations will include the following statement:

The prospective participants must certify by submittal of EPA Form 5700-49 "Certification Regarding Debarment, Suspension and Other Responsibility Matters" that, to the best of its knowledge and belief, it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency."

(k) Debarment Suspension. The Borrower acknowledges that doing business with any party appearing in the "List of Parties Excluded from Federal Procurement or Non Procurement Programs" may result in disallowance of federal funds under this Loan Agreement and may also result in suspension or debarment under 40 CFR Part 32.

(l) Other Federal Requirements. The Borrower agrees to comply with other applicable Federal Requirements in Attachment D hereto.

(m) Project Sign. The Borrower agrees to display the project sign if provided by the NDEE. The sign will remain the property of the NDEE and will be retrieved about one year after Project completion. The Borrower will remove the sign for the NDEE when requested.

(n) Employment under Public Contracts, LB 403. The Borrower agrees to comply with the provisions of LB 403, approved by the Governor on April 8, 2009. The following language is required and will be included in all agreements made with contractors and is a pass through requirement for his or her subcontractors.

"The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee. If the Contractor is an individual or sole proprietorship, the following applies: 1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us; 2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program; and 3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108"

(o) Prevailing Wage. All laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to the Public Law 111-88 shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. With respect to the labor standards specified in this section, the Secretary of Labor shall have the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (64 Stat. 1267; 5 U.S.C.App.) and section 3145 of Title 40, United States Code.

The Borrower is responsible to ensure compliance with the prevailing wage requirements and will include the following information in the agreement documents:

Contractors and subcontractors on USEPA federally assisted construction projects are required to pay their laborers and mechanics not less than those established by the U.S. Department of Labor. A current wage decision containing the appropriate building and/or heavy type rates shall be included in the specifications. In addition, labor standard provisions, Davis Bacon and Related Acts, for federally assisted agreements shall be placed in the federal assurances of project specifications.

If an area wide decision or classification does not exist for the type of work to be performed, building or heavy, a decision or request for authorization of additional classification and rate must be requested from the Labor Department using the Standard Form 1444, Request for Authorization of Additional

Classification and Rate available on the web and can be completed on line at:

www.gsa.gov/portal/forms/download/115906. These types of decisions or classifications are project specific, e.g. they are applicable only to the project for which they are requested and may not be used on any other project. Project decisions generally have an expiration date of 180 days after the date of issuance. Modifications or reissued decisions are applicable to a project if received by the NDEE not less than ten days prior to bid opening. Modifications to classification and wage rates after bid opening shall be paid to all workers performing work in the new or modified classification from the first day on which work is performed in the additional classification as approved by the Administrator of the Wage and Hour Division, Employment Standards Administration, US Department of Labor.

Weekly Payrolls will be submitted by the contractor to the Borrower or the Authorized Representative utilizing the Department of Labor Form WH-347. A web-form which can be completed on-line is found at www.dol.gov/whd/forms/wh347.pdf. Instructions are also found online. The Borrower may also be required to submit copies of the Weekly Payrolls to the NDEE. As to each payroll copy received, the Borrower shall provide written confirmation on a form supplied by the NDEE indicating whether or not the Project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The Borrower or the Authorized Representative shall periodically interview a sufficient number of the contractor's or subcontractor's employees entitled to Davis Bacon prevailing wages to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The Borrower must use Standard Form 1445 or equivalent documentation to memorialize the interviews. Copies of the SF 1445 form are available at <http://www.gsa.gov>. It is recommended that the Borrower or the Authorized Representative should conduct interviews with a representative group of covered employees within two weeks of each contractor or subcontractor's submission of its initial weekly payroll data and two weeks prior to the estimated completion date for the contract or subcontract. EPA has issued a waiver from the two week interview interval requirements by a November 16, 2012, EPA Memorandum, Class Deviation – Prevailing Wage Interview Interval Requirement in Clean Water and Drinking Water State Revolving Funds (CWSRF and DWSRF) Capitalization Grants. The provision for two week interview intervals is not a regulatory or statutory requirement and has been superseded by the class deviation. The Borrower or Authorized representative should conduct such interviews if and when the Borrower or the Authorized representative finds it necessary to ensure that contractors are complying with the prevailing wage requirements.

(p) Human Trafficking. Under the requirements of Section 106 of the Trafficking Victims Protection Act of 2000, as amended, the following provisions apply to this award:

"The Borrower, its employees, sub-recipients under this award, and sub-recipients' employees may not engage in severe forms of trafficking in persons during the period of time that the award is in effect; procure a commercial sex act during the period of time that the award is in effect; or use forced labor in the performance of the award or sub-awards under the award."

(q) American Iron and Steel (AIS) Products. The Federal Water Pollution Control Act (FWPCA) Section 608, as amended by the Water Resources Reform and Development Act (WRRDA), codifies a provision that had been included in EPA's CWSRF appropriations that requires assistance recipients, absent a waiver, to use iron and steel products that are produced in the United States for projects for the construction, alteration, maintenance, and repair of Wastewater Treatment Works.

The effective date for the codified provision is the date of enactment of the WRRDA, or June 10, 2014. Section 608 does not apply with respect to a project if the NDEE approves the engineering plans and specifications for the project prior to a project requesting bids, prior to the date of enactment, June 10, 2014, of the WRRDA.

These American Iron and Steel requirements apply for the entirety of the construction activities financed by the Loan Agreement unless (a) a waiver is provided to the Assistance Recipient by EPA or (b) compliance would be inconsistent with United States obligations under international agreements. In order to receive a waiver, the Assistance Recipient must send a written request to NDEE which after

review will forward the waiver request to the EPA Administrator. A decision will be made based on the following criteria:

- (1) The requirement is inconsistent with the public interest for purposes of the project for which a waiver has been requested;
- (2) Iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
- (3) Inclusion of iron and steel products produced in the United States will increase the overall cost of the project by more than 25 percent.

If the EPA Administrator receives a request for a waiver, the EPA Administrator shall make available to the public on an informal basis a copy of the request and information available to the EPA Administrator concerning the request and shall allow for informal public input on the request for at least 15 days prior to making a finding based on the request. The EPA Administrator shall make the request and accompanying information available by electronic means, including on the official public Internet Web site of the Environmental Protection Agency. EPA will provide additional guidance on this provision as it becomes available.

The term "iron and steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials."

Iron and steel products that are not 100% compliant with the above requirements should be identified early in the planning and design process and the appropriate justification prepared and waiver process followed to meet the requirement before the Project goes to construction.

American Iron and Steel requirements are waived if a project has submitted plans and specifications for approval to a State agency, prior to enactment of the Appropriations Act or January 17, 2014 in accordance with the EPA nationwide plans and specifications waiver signed April 15, 2014.

In addition, EPA has granted a nationwide waiver for de minimis incidental components for eligible CWSRF projects, signed April 15, 2014. This action permits the use of products when they occur in de minimis incidental components for such projects funded by the Federal Act that may otherwise be prohibited under section 436(a). Example of incidental components could include small washers, screws, fasteners, (i.e., nuts and bolts), miscellaneous wire, corner bead, ancillary tube, etc. Examples of items that are clearly not incidental include significant process fittings (i.e., tees, elbows, flanges, and brackets), distribution system fittings and valves, force main valves, pipes for sewer collection and/or water distribution, treatment and storage tanks, large structural support structures, etc. Funds used for such de minimis incidental non-AIS compliant components cumulatively may comprise no more than a total of 5 percent of the total cost of the materials used in and incorporated into a project. The cost of an individual non-AIS compliant item may not exceed 1 percent of the total cost of the materials used in and incorporated into a project.

EPA has provided additional guidance on these AIS provisions which can be found on EPA's website at www.epa.gov/cwsrf/state-revolving-fund-american-iron-and-steel.

ARTICLE III

REPRESENTATIONS AND COVENANTS OF BORROWER

Section 3.01. Representations of the Borrower. The Borrower represents as follows:

- (a) Organization and Authority.

(1) The Borrower is a village, town, city, district, association, or other public body created by or pursuant to the constitution and statutes of the State of Nebraska.

(2) The Borrower has full legal right and authority and has all necessary licenses and permits required as of the date hereof (or is in the process of obtaining or reasonably expects to obtain, all necessary licenses and permits that will be required, but are not required to be in place as of the date hereof) to own, operate and maintain its Wastewater Treatment Works, to carry on its activities relating thereto, to execute and deliver this Loan Agreement, to undertake and complete the Project, and to carry out and consummate all transactions contemplated by this Loan.

(3) The proceedings of the Borrower's governing body approving this Loan Agreement and authorizing its execution, issuance and delivery on behalf of the Borrower, and authorizing the Borrower to undertake and complete the Project have been duly and lawfully adopted.

(4) This Loan Agreement has been duly authorized, executed and delivered on behalf of the Borrower, and constitutes the legal, valid and binding obligation of the Borrower enforceable in accordance with its terms.

(b) Full Disclosure. To the best knowledge of the Borrower, there is no fact that the Borrower has not disclosed to the NDEE in writing on the Borrower's application for the Loan or otherwise anything that materially adversely affects or that will materially adversely affect the properties, activities of its Wastewater Treatment Works, or the ability of the Borrower to make all Loan Repayments and otherwise observe and perform its duties, covenants, obligations and agreement under this Loan Agreement.

(c) Non-Litigation. There is no controversy, suit or other proceeding of any kind pending or to the best knowledge of the Borrower, threatened questioning, disputing or affecting in any way the legal organization of the Borrower or its boundaries, or the right or title of any of its officers to their respective offices, or the legality of any official act taken in connection with obtaining the Loan, or the constitutionality or validity of the indebtedness represented by the Loan Agreement, or any of the proceedings had in relation to the authorization or execution or the pledging of the revenues of the Borrower's Combined Utilities, or the ability of the Borrower to make all Loan Repayments or otherwise observe and perform its duties, covenants, obligations and agreements under this Loan Agreement.

(d) Compliance with Existing Laws and Agreements. The authorization, execution and delivery of this Loan Agreement by the Borrower, and the performance by the Borrower of its duties, covenants, obligations, and agreements there under will not result in any breach of any existing law or agreement to which the Borrower is a party.

(e) No Defaults. No event has occurred and no condition exists that would constitute an Event of Default. The Borrower is not in violation of any agreement, which would materially adversely affect the ability of the Borrower to make all Loan Repayments or otherwise observe and perform its duties, covenants, obligations, and agreements under this Loan Agreement.

(f) Governmental Consent. The Borrower has obtained all permits and approvals required to date under this Loan Agreement (or is in the process of obtaining or reasonably expects to obtain, all permits and approvals that will be required, but are not required to be in place as of the date hereof) for the undertaking or completion of the Project and the financing or refinancing thereof. The Borrower has complied with, or expects to comply with, all applicable provisions of law requiring any notification, with any governmental body or officer in connection with this Loan Agreement or with the undertaking or completion of the Project and the financing or refinancing thereof.

(g) Compliance with Law. The Borrower:

(1) is in compliance with all laws, ordinances, governmental rules and regulations to which it is subject, including, without limitation, any public hearing or public notice requirements or

environmental review requirements contained in the Regulations, with which the failure to comply would materially adversely affect the ability of the Borrower to conduct its activities, enter into this Loan Agreement or undertake or complete the Project; and

(2) has obtained, or expects to obtain, all licenses, permits, franchises or other governmental authorizations presently necessary for the ownership of its property which, if not obtained, would materially adversely affect the ability of the Borrower to complete the Project.

(h) Use of Loan Proceeds. The Borrower will apply the proceeds of the Loan as described in Article II: (1) to finance or refinance a portion of the Project Costs; and (2) where applicable, to reimburse the Borrower for a portion of the Project Costs, which portion was paid or incurred in anticipation of reimbursement by the NDEE and is eligible for such reimbursement pursuant to the Regulations. All of such costs constitute Project Costs for which the NDEE is authorized to make loans to the Borrower pursuant to the Act and the Regulations.

(i) Project Costs. The Borrower certifies that the Project Costs, as listed in Attachment B, are reasonable and accurate estimations and, upon direction of the NDEE, will supply the same with a certificate from its engineer stating that such costs are reasonable and accurate estimations, taking into account investment income, if any, to be realized during the course of construction of the Project and other money that would, absent the Loan, have been used to pay the Project Costs.

Section 3.02. Particular Covenants of the Borrower.

(a) Dedicated Source of Revenue for Repayment of the Loan. The Borrower hereby pledges the Combined Utilities User Charge as the dedicated source of revenue for the repayment of the Loan. The pledge herein provided for is made in accordance with and under the terms of **Ordinance No. 1024** and is secured on a parity with the pledge made under the ordinances described below in this Subsection 3.02(a). The Borrower shall fix, establish, maintain and collect such rates, fees, and charges for the use and services furnished by or through the Borrower's Combined Utilities System including all improvements and additions hereafter constructed or acquired by the Borrower, as will provide revenues sufficient to (i) pay the cost of the operation and maintenance, and replacement of the Combined Utilities System, (ii) pay at least 110% of the principal of and interest on the Loan as and when the same become due, and (iii) pay all other amounts due at any time under this Loan Agreement, provided, however, the lien of the NDEE on the revenues of the Borrower's Combined Utilities Systems, shall be on a parity with the lien on such revenues of the Borrower's outstanding Combined Utilities System Bonds, **including specifically the Borrower's outstanding Combined Utilities Revenue Refunding Bonds, Series 2016, dated October 14, 2016,** or other revenue bonds hereafter issued on parity with such outstanding revenue bonds. The borrower hereby expressly reserves the right to issue revenue bonds on parity with the lien described in this Loan Agreement and the other outstanding revenue bonds, provided, the Borrower complies with the covenants contained in this Subsection 3.02(a). These revenues shall be collected and maintained in separate accounts or ledgers for the operation and maintenance costs and for principal and interest payments on the Loan. The funds in such accounts or ledgers shall be restricted for their intended use, and the loan obligation reported on financial statements. The Borrower agrees to develop a User Charge System based on actual or estimated use of Combined Utilities Systems services, providing that each user or user class pay its proportionate share of operation and maintenance (including replacement) costs within the Borrower's service area, based on each users demand or potential demand for service and to conduct at least a biennial review of adequacy of the user charge rates. The Borrower agrees the initial financial analysis performed by the NDEE in Attachment C is a reasonable estimate of the Project Costs, of the financial situation of the Borrower in relation to this Project, and of the user charges necessary at the time of initiation of operation of the Project. The NDEE may review this information annually to insure the Borrower's compliance with the Loan conditions and update Attachment C to reflect any changes.

(b) Performance Under Loan Agreement. The Borrower covenants and agrees:

(1) to comply with all applicable State and Federal laws, rules, and regulations (including, but not limited to the Federal crosscutting issues listed in Appendix F of the EPA's Initial Guidance for State Revolving Funds and set forth on Attachment D hereto and the NDEE Regulations), in the performance of this Loan Agreement; and

(2) to cooperate with the NDEE in the observance and performance of the respective duties, covenants, obligations, and agreements of the Borrower and the NDEE under this Loan Agreement.

(c) Completion of Project and Provision of Moneys Therefore. The Borrower covenants and agrees:

(1) to exercise its best efforts in accordance with prudent wastewater treatment utility practice to complete the Project and to so accomplish such completion on or before the estimated Project completion date set forth in Article II hereto; and

(2) to provide from its own financial resources all moneys, in excess of the total amount of proceeds it receives under the Loan, required to complete the Project.

(d) Delivery of Documents. Concurrently with the delivery of this Loan Agreement (as previously authorized and executed) at the Loan Closing, the Borrower will cause to be delivered to the NDEE each of the following items:

(1) Counterparts of this Loan Agreement (as previously executed by parties hereto);

(2) copies of the ordinances and/or resolutions of the governing body of the borrower authorizing the execution and delivery of this Loan Agreement certified by an Authorized Representative;

(3) an Opinion of the Borrower's Counsel substantially in the form of Attachment E hereto;

(4) an executed Note (or other evidence of indebtedness) evidencing the Borrower's obligations under this Loan Agreement in the form of Attachment F; and

(5) such other certificates, documents, opinions, and information as the NDEE may require.

(e) Operation and Maintenance of Wastewater Treatment System. The Borrower covenants and agrees that it shall, in accordance with prudent wastewater treatment utility practice:

(1) at all times operate the properties of its Wastewater Treatment Works in an efficient manner; and

(2) maintain its Wastewater Treatment Works, making all necessary and proper repairs, renewals, replacements, additions, betterments, and improvements necessary to maintain its system in good repair, working order and operating condition.

(f) Disposition of Wastewater Treatment Works. The Borrower covenants that it intends to own and operate the Project at all times during the term of the Loan. The Borrower does not know of any reason why the Project will not be so used in the absence of (i) supervening circumstances not anticipated by the Borrower at the time of the Loan, (ii) adverse circumstances beyond the control of the Borrower or (iii) obsolescence of such insubstantial parts or portions of the Project as may occur as a result of normal use thereof.

The Borrower shall not sell, lease, abandon, or otherwise dispose of all or substantially all of its Wastewater Treatment Works except on ninety (90) days' prior written notice to the NDEE and, in any event, shall not so sell, lease, abandon, or otherwise dispose of the same unless the Borrower shall in accordance with Section 4.02 hereof assign this Loan Agreement and its rights and interests hereunder to the purchaser or lessee of the Wastewater Treatment Works and such purchaser or lessee shall

assume all duties, covenants, obligations and agreements of the Borrower under this Loan Agreement. In no event shall the Borrower sell, lease, abandon, or otherwise dispose of the Wastewater Treatment Works to any person or entity other than a municipal corporation or other political subdivision of the State of Nebraska or any combination thereof, which has legal responsibility to treat wastewater.

Before any proposed disposition of the Wastewater Treatment Works can be made, the Borrower shall provide the NDEE with an opinion of a nationally recognized bond counsel that such proposed disposition is permitted by the provisions of this subparagraph, and further, that such disposition shall not endanger the exclusion from gross income for federal income tax purposes of the interest on any bonds issued to fund deposits into the Fund, nor shall it relieve the Borrower of its duties, covenants, obligations, and agreements under this Loan Agreement.

(g) Records and Accounts. The Borrower shall maintain accurate records and accounts in accordance with generally accepted accounting principles, including principles relating to the reporting of infrastructure assets for its Wastewater Treatment System (the "System Records"), which shall be separate and distinct from its other records and accounts (the "General Account"). The System Records and General Accounts shall be made available for inspection upon request by the NDEE at any reasonable time. The Borrower shall, upon written request by the NDEE during the term of the Loan, engage an independent auditor to conduct an audit of the project's financial records in accordance with generally accepted government auditing standards. The Borrower shall provide the NDEE a copy of the audit report, provided such audit shall not be due to the NDEE sooner than 210 days following the close of the fiscal year, or years, identified in the request for audit. In the event that during the period in which the Project financed by this Loan Agreement is under construction, and the Borrower expends, for any purpose, total federal funds in excess of seven hundred fifty thousand dollars (\$750,000) during the Borrower's fiscal year, then the Borrower shall, irrespective of any request from the NDEE, provide the NDEE a copy of the Single Audit made on the Borrower's General Accounts performed by an independent auditor required in such cases by 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. In the sole discretion of the NDEE, any requirement herein to perform and/or provide an audit at the request of the NDEE may be waived by the NDEE on the basis of the Borrower's receipt of an audit waiver received from some other government agency and accurately acknowledging the Borrower's obligation to the NDEE under this Loan or for any other reason acceptable to the NDEE.

(h) Inspections; Information. The Borrower shall permit the EPA, the NDEE, and any party designated by the NDEE to examine, visit and inspect, at any and all reasonable times, the property, if any, constituting the Project, and to inspect and make copies of any accounts, books, and records, including (without limitation) its records regarding receipts, disbursements, contracts, investments and any other matters relating thereto and to its financial standing, and shall supply such reports and information as the EPA and the NDEE may reasonably require in connection therewith.

(i) Insurance. The Borrower will carry and maintain such reasonable amount of all risk insurance on all properties and all operations of the Wastewater Treatment Works as would be carried by similar sized Wastewater Treatment Works, insofar as the properties are of an insurable nature. The Borrower also will carry general liability insurance in amounts not less than the maximum liability of a governmental entity for claims arising out of a single occurrence, as provided by the Nebraska Political Subdivisions Tort Claims Act, Neb. Rev. Stat. §§13-901 to 13-926, or other similar future law.

(j) Continuing Representations. The representations of the Borrower contained herein shall be true at the time of the execution of this Loan Agreement and at all times during the term of this Loan Agreement.

(k) Notice of Material Adverse Change. The Borrower shall promptly notify the NDEE of any material adverse change in the activities, prospects, or condition (financial or otherwise) of the Borrower's Wastewater Treatment Works, or in the ability of the Borrower to make all Loan Repayments and otherwise observe and perform its duties, covenants, obligations, and agreements under this Loan Agreement.

(l) Additional Covenants and Requirements. If necessary in connection with the making of the Loan, additional covenants and requirements have been included. The Borrower agrees to observe and comply with each such additional covenant and requirement, if any.

ARTICLE IV

ASSIGNMENT

Section 4.01. Assignment and Transfer by the NDEE. The Borrower hereby approves and consents to any assignment or transfer of this Loan Agreement that the NDEE deems necessary in connection with the operation and administration of the Fund. The Borrower hereby specifically approves the assignment and pledging of the interest portion of the Loan Repayments to NIFA.

Section 4.02. Assignment by the Borrower. This Loan Agreement may not be assigned by the Borrower for any reason, unless the following conditions shall be satisfied:

- (a) Assignment in Writing. The NDEE shall have approved said assignment in writing;
- (b) the assignee is a village, town, city, district, association, county, or other public body created by or pursuant to State law of the State of Nebraska or any combination thereof, that has legal responsibility to treat wastewater;
- (c) the assignee shall have expressly assumed in writing the full and faithful observance and performance of the Borrower's duties, covenants, and obligations under this Loan Agreement; provided, however, such assignment shall not relieve the Borrower of its duties, covenants, and obligations under this Loan Agreement;
- (d) the assignment will not adversely impact the NDEE's ability to meet its duties, covenants and obligations under the Pledge Agreement nor may the assignment endanger the exclusion from gross income for federal tax purposes of the interest on any bonds issued by NIFA to fund deposits into the Fund; and
- (e) the Borrower shall provide the NDEE with an opinion of a nationally recognized bond counsel that each of the conditions set forth in subparagraphs (b), (c), and (d) hereof have been met.

ARTICLE V

EVENTS OF DEFAULT AND REMEDIES

Section 5.01. Events of Default and Remedies.

- (a) Violation of Loan Agreement Provisions. Violation or noncompliance of any of the provisions of this Loan Agreement or **Ordinance No. 1024** by the Borrower, or failure of the Borrower to complete and maintain the Project in the manner proposed by the Borrower, and approved by the NDEE may result in a cancellation of this Loan Agreement, and a demand that any outstanding balance of principal and interest be paid immediately.
- (b) Late Payments. In the event that the Borrower makes a late payment pursuant to the Loan Repayment Schedule in Attachment A, the NDEE may assess a penalty. Late payments will subject the Borrower to a five percent administrative penalty on the delinquent amount. Penalty interest shall accrue at the rate of one percent per month of the amount of the late payment from and after the due date until it is paid.

(c) Failure to Make Payments. If the Borrower fails to make any payment of principal and interest, late fee, and penalty interest imposed pursuant to this Loan Agreement within 60 days of the due dates specified in Section 2.05, the payment shall be deducted from the amount of aid to municipalities to which the Borrower is entitled under Neb. Rev. Stat. §72-1503. Such amount shall be paid directly to the Fund.

Section 5.02. Notice of Default. Before any action is taken under this Article, the NDEE shall give 30 days' written notice of the NDEE's intent to the Borrower. The Borrower shall have the 30 day time period to comply with the violated Agreement term. If compliance is achieved the Loan shall revert to good standing.

ARTICLE VI

MISCELLANEOUS

Section 6.01. Hold Harmless Agreement. The State of Nebraska and the NDEE, and the officers, agents, and employees of each, shall have no responsibility or liability for the construction, operation and maintenance of the Project.

Section 6.02. Waivers. Any waiver at any time of rights or duties under this Loan Agreement shall not be deemed to be a waiver of any subsequent right or duty under this Loan Agreement.

Section 6.03. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when hand delivered or mailed by registered or certified mail, postage prepaid, to the Borrower, NDEE, at the following addresses:

(a) BORROWER

City of St. Paul
704 6th St.
St. Paul, NE 68873-2021

(b) NDEE

Department of Environment and Energy
P.O. Box 98922
Lincoln, NE 68509-8922

All notices given by registered, or certified mail as aforesaid, shall be deemed duly given as of the date they are so mailed. Any of the foregoing parties may designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent, by notice in writing given to the others.

Section 6.04. Amendments, Supplements and Modifications. This Loan Agreement may not be amended, supplemented, or modified except in writing signed by the NDEE and the Borrower.

Section 6.05. Severability. In the event any provision of this Loan Agreement shall be held illegal, invalid, or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable or otherwise affect any other provision hereof.

Section 6.06. Binding Effect. This Loan Agreement shall inure to the benefit of and shall be binding upon the NDEE and the Borrower and their respective successors and assigns.

Section 6.07. Execution in Counterparts. This Loan Agreement may be executed in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

Section 6.08. Governing Law and Regulations. This Loan Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska, including the Act and the Regulations which Regulations are, by this reference thereto, are incorporated herein as a part of this Loan Agreement.

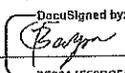
Section 6.09. Consents and Approvals. Whenever the written consent or approval of the State shall be required under the provisions of this Loan Agreement, such consent or approval may only be given by the NDEE.

Section 6.10. Further Assurances. The Borrower shall, at the request of the NDEE, authorize, execute, acknowledge, and deliver such further resolutions, conveyances, transfers, assurances, financing statements, and other instruments as may be necessary, or desirable for better assuring, conveying, granting, assigning and confirming the rights, security interests, and agreements granted, or intended to be granted by this Loan Agreement.

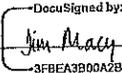
Section 6.11. Notice to Trustee. Upon assignment of the Note to NIFA which may occur from time to time and thereafter, the NDEE shall deliver a notice of this Loan in the form prescribed by NIFA, and other pertinent information relating thereto, to the Trustee for any bonds of NIFA issued to fund deposits into the Fund.

IN WITNESS THEREOF, the parties hereto have caused this Loan Agreement to be executed and delivered as of the date set forth below.

CITY OF ST. PAUL, NEBRASKA

By 
Title Mayor
Date 9/15/2021

NEBRASKA DEPARTMENT OF ENVIRONMENT AND ENERGY

By 
Title Director
Date 9/15/2021

Section 6.08. Governing Law and Regulations. This Loan Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska, including the Act and the Regulations which Regulations are, by this reference thereto, are incorporated herein as a part of this Loan Agreement.

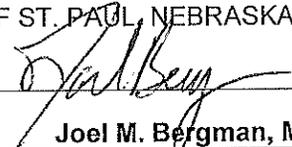
Section 6.09. Consents and Approvals. Whenever the written consent or approval of the State shall be required under the provisions of this Loan Agreement, such consent or approval may only be given by the NDEE.

Section 6.10. Further Assurances. The Borrower shall, at the request of the NDEE, authorize, execute, acknowledge, and deliver such further resolutions, conveyances, transfers, assurances, financing statements, and other instruments as may be necessary, or desirable for better assuring, conveying, granting, assigning and confirming the rights, security interests, and agreements granted, or intended to be granted by this Loan Agreement.

Section 6.11. Notice to Trustee. Upon assignment of the Note to NIFA which may occur from time to time and thereafter, the NDEE shall deliver a notice of this Loan in the form prescribed by NIFA, and other pertinent information relating thereto, to the Trustee for any bonds of NIFA issued to fund deposits into the Fund.

IN WITNESS THEREOF, the parties hereto have caused this Loan Agreement to be executed and delivered as of the date set forth below.

CITY OF ST. PAUL, NEBRASKA

By 
Title Joel M. Bergman, Mayor
Date September 7, 2021

NEBRASKA DEPARTMENT OF ENVIRONMENT AND ENERGY

By _____
Title Director *Signed*
Date _____

INDEX OF ATTACHMENTS

- Attachment A - Projected Loan Repayment Schedule
- Attachment B - Project Costs and Projected Outlay Schedule
- Attachment C - Financial Analysis
- Attachment D - List of Federal Laws and Authorities
- Attachment E - Borrower's Counsel's Opinion
- Attachment F - Promissory Note
- Attachment G - Certificate
- Attachment H - Other Documents

**ATTACHMENT A
PROJECTED LOAN REPAYMENT SCHEDULE**

Interest and Administrative fee accruing before December 15, 2023 which is not reflected on the following amortization schedule, shall be billed and paid in accordance with the NDEE's procedures. Interest and the Administrative fee shall accrue at the applicable rate (set forth in Section 2.03 and 2.06 of the Loan Agreement) as to the amount drawn from the date of each disbursement. Payments are due on June 15 and December 15 of each year, with an estimated commencement of December 15, 2021. Amounts due will be invoiced on or about May 15 and November 15 of each year for each six-month payment period ending on the set interest payment date. Interest and Administrative fee accruing on principal amounts drawn after the invoicing date are to be included with the next invoice. Following the receipt of Initiation of Operation date and the final disbursement of Loan proceeds to the Borrower, a revised final Attachment A shall be prepared by NDEE to establish the final debt service schedule based upon the following parameters set forth below. Such revised final Attachment A thereafter shall be deemed to be incorporated herein by reference and made a part hereof and shall supersede and replace the projected Attachment A.

The final Loan Repayment Schedule shall be calculated by NDEE based on the following parameters:

- (1) Final principal amount of Loan;
- (2) Amount of Loan Forgiveness, if any;
- (3) Interest rate as set forth in Section 2.03;
- (4) Administrative fee rate as set forth in Section 2.06;
- (5) Installments of principal and interest on each June 15 and December 15 payment date, (a) beginning on the latest such payment date that is within one year after the Initiation of Operation date but no later than three years after the date of the Loan Agreement, whichever occurs first and (b) ending on the latest such payment date that is less than 20 years after the Initiation of Operation date; and
- (6) Amortization of principal to achieve level payments of principal and interest (not taking into account the administrative fee payment pursuant to Section 2.06).

ATTACHMENT A
 TO THE LOAN CONTRACT BETWEEN NDEQ AND
 THE COMMUNITY OF ST. PAUL
 PROJECT NUMBER 8049
 LOAN AMORTIZATION SCHEDULE (PROJECTED)

PRINCIPAL = 5,820,000.00
 INTEREST RATE = 0.00

TERM YEARS = 30
 FEE RATE = 0.00

| DUE DATE OF PAYMENT | TOTAL PAYMENT | FEE PAYMENT | LOAN PAYMENT | LOAN PAYMENT | INTEREST PAYMENT | PRINCIPAL PAYMENT | BEGINNING BALANCE | PRINCIPAL PAYMENT | ENDING BALANCE |
|---------------------|---------------|-------------|--------------|--------------|------------------|-------------------|-------------------|-------------------|----------------|
| 15-Dec-2023 | 97,000.00 | 0.00 | 97,000.00 | 97,000.00 | 0.00 | 97,000.00 | 5,820,000.00 | 97,000.00 | 5,723,000.00 |
| 15-Jun-2024 | 97,000.00 | 0.00 | 97,000.00 | 97,000.00 | 0.00 | 97,000.00 | 5,723,000.00 | 97,000.00 | 5,626,000.00 |
| 15-Dec-2024 | 97,000.00 | 0.00 | 97,000.00 | 97,000.00 | 0.00 | 97,000.00 | 5,626,000.00 | 97,000.00 | 5,529,000.00 |
| 15-Jun-2025 | 97,000.00 | 0.00 | 97,000.00 | 97,000.00 | 0.00 | 97,000.00 | 5,529,000.00 | 97,000.00 | 5,432,000.00 |
| 15-Dec-2025 | 97,000.00 | 0.00 | 97,000.00 | 97,000.00 | 0.00 | 97,000.00 | 5,432,000.00 | 97,000.00 | 5,335,000.00 |
| 15-Jun-2026 | 97,000.00 | 0.00 | 97,000.00 | 97,000.00 | 0.00 | 97,000.00 | 5,335,000.00 | 97,000.00 | 5,238,000.00 |
| 15-Dec-2026 | 97,000.00 | 0.00 | 97,000.00 | 97,000.00 | 0.00 | 97,000.00 | 5,238,000.00 | 97,000.00 | 5,141,000.00 |
| 15-Jun-2027 | 97,000.00 | 0.00 | 97,000.00 | 97,000.00 | 0.00 | 97,000.00 | 5,141,000.00 | 97,000.00 | 5,044,000.00 |
| 15-Dec-2027 | 97,000.00 | 0.00 | 97,000.00 | 97,000.00 | 0.00 | 97,000.00 | 5,044,000.00 | 97,000.00 | 4,947,000.00 |
| 15-Jun-2028 | 97,000.00 | 0.00 | 97,000.00 | 97,000.00 | 0.00 | 97,000.00 | 4,947,000.00 | 97,000.00 | 4,850,000.00 |
| 15-Dec-2028 | 97,000.00 | 0.00 | 97,000.00 | 97,000.00 | 0.00 | 97,000.00 | 4,850,000.00 | 97,000.00 | 4,753,000.00 |
| 15-Jun-2029 | 97,000.00 | 0.00 | 97,000.00 | 97,000.00 | 0.00 | 97,000.00 | 4,753,000.00 | 97,000.00 | 4,656,000.00 |
| 15-Dec-2029 | 97,000.00 | 0.00 | 97,000.00 | 97,000.00 | 0.00 | 97,000.00 | 4,656,000.00 | 97,000.00 | 4,559,000.00 |
| 15-Jun-2030 | 97,000.00 | 0.00 | 97,000.00 | 97,000.00 | 0.00 | 97,000.00 | 4,559,000.00 | 97,000.00 | 4,462,000.00 |
| 15-Dec-2030 | 97,000.00 | 0.00 | 97,000.00 | 97,000.00 | 0.00 | 97,000.00 | 4,462,000.00 | 97,000.00 | 4,365,000.00 |
| 15-Jun-2031 | 97,000.00 | 0.00 | 97,000.00 | 97,000.00 | 0.00 | 97,000.00 | 4,365,000.00 | 97,000.00 | 4,268,000.00 |
| 15-Dec-2031 | 97,000.00 | 0.00 | 97,000.00 | 97,000.00 | 0.00 | 97,000.00 | 4,268,000.00 | 97,000.00 | 4,171,000.00 |
| 15-Jun-2032 | 97,000.00 | 0.00 | 97,000.00 | 97,000.00 | 0.00 | 97,000.00 | 4,171,000.00 | 97,000.00 | 4,074,000.00 |
| 15-Dec-2032 | 97,000.00 | 0.00 | 97,000.00 | 97,000.00 | 0.00 | 97,000.00 | 4,074,000.00 | 97,000.00 | 3,977,000.00 |
| 15-Jun-2033 | 97,000.00 | 0.00 | 97,000.00 | 97,000.00 | 0.00 | 97,000.00 | 3,977,000.00 | 97,000.00 | 3,880,000.00 |
| 15-Dec-2033 | 97,000.00 | 0.00 | 97,000.00 | 97,000.00 | 0.00 | 97,000.00 | 3,880,000.00 | 97,000.00 | 3,783,000.00 |
| 15-Jun-2034 | 97,000.00 | 0.00 | 97,000.00 | 97,000.00 | 0.00 | 97,000.00 | 3,783,000.00 | 97,000.00 | 3,686,000.00 |
| 15-Dec-2034 | 97,000.00 | 0.00 | 97,000.00 | 97,000.00 | 0.00 | 97,000.00 | 3,686,000.00 | 97,000.00 | 3,589,000.00 |
| 15-Jun-2035 | 97,000.00 | 0.00 | 97,000.00 | 97,000.00 | 0.00 | 97,000.00 | 3,589,000.00 | 97,000.00 | 3,492,000.00 |
| 15-Dec-2035 | 97,000.00 | 0.00 | 97,000.00 | 97,000.00 | 0.00 | 97,000.00 | 3,492,000.00 | 97,000.00 | 3,395,000.00 |
| 15-Jun-2036 | 97,000.00 | 0.00 | 97,000.00 | 97,000.00 | 0.00 | 97,000.00 | 3,395,000.00 | 97,000.00 | 3,298,000.00 |
| 15-Dec-2036 | 97,000.00 | 0.00 | 97,000.00 | 97,000.00 | 0.00 | 97,000.00 | 3,298,000.00 | 97,000.00 | 3,201,000.00 |
| 15-Jun-2037 | 97,000.00 | 0.00 | 97,000.00 | 97,000.00 | 0.00 | 97,000.00 | 3,201,000.00 | 97,000.00 | 3,104,000.00 |
| 15-Dec-2037 | 97,000.00 | 0.00 | 97,000.00 | 97,000.00 | 0.00 | 97,000.00 | 3,104,000.00 | 97,000.00 | 3,007,000.00 |
| 15-Jun-2038 | 97,000.00 | 0.00 | 97,000.00 | 97,000.00 | 0.00 | 97,000.00 | 3,007,000.00 | 97,000.00 | 2,910,000.00 |
| 15-Dec-2038 | 97,000.00 | 0.00 | 97,000.00 | 97,000.00 | 0.00 | 97,000.00 | 2,910,000.00 | 97,000.00 | 2,813,000.00 |
| 15-Jun-2039 | 97,000.00 | 0.00 | 97,000.00 | 97,000.00 | 0.00 | 97,000.00 | 2,813,000.00 | 97,000.00 | 2,716,000.00 |
| 15-Dec-2039 | 97,000.00 | 0.00 | 97,000.00 | 97,000.00 | 0.00 | 97,000.00 | 2,716,000.00 | 97,000.00 | 2,619,000.00 |
| 15-Jun-2040 | 97,000.00 | 0.00 | 97,000.00 | 97,000.00 | 0.00 | 97,000.00 | 2,619,000.00 | 97,000.00 | 2,522,000.00 |
| 15-Dec-2040 | 97,000.00 | 0.00 | 97,000.00 | 97,000.00 | 0.00 | 97,000.00 | 2,522,000.00 | 97,000.00 | 2,425,000.00 |
| 15-Jun-2041 | 97,000.00 | 0.00 | 97,000.00 | 97,000.00 | 0.00 | 97,000.00 | 2,425,000.00 | 97,000.00 | 2,328,000.00 |
| 15-Dec-2041 | 97,000.00 | 0.00 | 97,000.00 | 97,000.00 | 0.00 | 97,000.00 | 2,328,000.00 | 97,000.00 | 2,231,000.00 |
| 15-Jun-2042 | 97,000.00 | 0.00 | 97,000.00 | 97,000.00 | 0.00 | 97,000.00 | 2,231,000.00 | 97,000.00 | 2,134,000.00 |
| 15-Dec-2042 | 97,000.00 | 0.00 | 97,000.00 | 97,000.00 | 0.00 | 97,000.00 | 2,134,000.00 | 97,000.00 | 2,037,000.00 |
| 15-Jun-2043 | 97,000.00 | 0.00 | 97,000.00 | 97,000.00 | 0.00 | 97,000.00 | 2,037,000.00 | 97,000.00 | 1,940,000.00 |
| 15-Dec-2043 | 97,000.00 | 0.00 | 97,000.00 | 97,000.00 | 0.00 | 97,000.00 | 1,940,000.00 | 97,000.00 | 1,843,000.00 |
| 15-Jun-2044 | 97,000.00 | 0.00 | 97,000.00 | 97,000.00 | 0.00 | 97,000.00 | 1,843,000.00 | 97,000.00 | 1,746,000.00 |
| 15-Dec-2044 | 97,000.00 | 0.00 | 97,000.00 | 97,000.00 | 0.00 | 97,000.00 | 1,746,000.00 | 97,000.00 | 1,649,000.00 |
| 15-Jun-2045 | 97,000.00 | 0.00 | 97,000.00 | 97,000.00 | 0.00 | 97,000.00 | 1,649,000.00 | 97,000.00 | 1,552,000.00 |
| 15-Dec-2045 | 97,000.00 | 0.00 | 97,000.00 | 97,000.00 | 0.00 | 97,000.00 | 1,552,000.00 | 97,000.00 | 1,455,000.00 |
| 15-Jun-2046 | 97,000.00 | 0.00 | 97,000.00 | 97,000.00 | 0.00 | 97,000.00 | 1,455,000.00 | 97,000.00 | 1,358,000.00 |
| 15-Dec-2046 | 97,000.00 | 0.00 | 97,000.00 | 97,000.00 | 0.00 | 97,000.00 | 1,358,000.00 | 97,000.00 | 1,261,000.00 |
| 15-Jun-2047 | 97,000.00 | 0.00 | 97,000.00 | 97,000.00 | 0.00 | 97,000.00 | 1,261,000.00 | 97,000.00 | 1,164,000.00 |
| 15-Dec-2047 | 97,000.00 | 0.00 | 97,000.00 | 97,000.00 | 0.00 | 97,000.00 | 1,164,000.00 | 97,000.00 | 1,067,000.00 |
| 15-Jun-2048 | 97,000.00 | 0.00 | 97,000.00 | 97,000.00 | 0.00 | 97,000.00 | 1,067,000.00 | 97,000.00 | 970,000.00 |
| 15-Dec-2048 | 97,000.00 | 0.00 | 97,000.00 | 97,000.00 | 0.00 | 97,000.00 | 970,000.00 | 97,000.00 | 873,000.00 |
| 15-Jun-2049 | 97,000.00 | 0.00 | 97,000.00 | 97,000.00 | 0.00 | 97,000.00 | 873,000.00 | 97,000.00 | 776,000.00 |
| 15-Dec-2049 | 97,000.00 | 0.00 | 97,000.00 | 97,000.00 | 0.00 | 97,000.00 | 776,000.00 | 97,000.00 | 679,000.00 |
| 15-Jun-2050 | 97,000.00 | 0.00 | 97,000.00 | 97,000.00 | 0.00 | 97,000.00 | 679,000.00 | 97,000.00 | 582,000.00 |
| 15-Dec-2050 | 97,000.00 | 0.00 | 97,000.00 | 97,000.00 | 0.00 | 97,000.00 | 582,000.00 | 97,000.00 | 485,000.00 |
| 15-Jun-2051 | 97,000.00 | 0.00 | 97,000.00 | 97,000.00 | 0.00 | 97,000.00 | 485,000.00 | 97,000.00 | 388,000.00 |
| 15-Dec-2051 | 97,000.00 | 0.00 | 97,000.00 | 97,000.00 | 0.00 | 97,000.00 | 388,000.00 | 97,000.00 | 291,000.00 |
| 15-Jun-2052 | 97,000.00 | 0.00 | 97,000.00 | 97,000.00 | 0.00 | 97,000.00 | 291,000.00 | 97,000.00 | 194,000.00 |
| 15-Dec-2052 | 97,000.00 | 0.00 | 97,000.00 | 97,000.00 | 0.00 | 97,000.00 | 194,000.00 | 97,000.00 | 97,000.00 |
| 15-Jun-2053 | 97,000.00 | 0.00 | 97,000.00 | 97,000.00 | 0.00 | 97,000.00 | 97,000.00 | 97,000.00 | 0.00 |
| TOTALS | 5,820,000.00 | 0.00 | 5,820,000.00 | 5,820,000.00 | 0.00 | 5,820,000.00 | | 5,820,000.00 | |

ATTACHMENT B
PROJECT COSTS

| | |
|-------------------------------------|--------------------|
| Admin and Legal expenses | \$10,000 |
| Land, right-of-ways | 116,300 |
| Design Engineering fees | 266,000 |
| inspection fees | 250,000 |
| Site work, demolition, and removal | 872,000 |
| Construction | 2,524,200 |
| Equipment | 1,007,250 |
| Miscellaneous | 15,000 |
| Contingencies | <u>759,250</u> |
| TOTAL ESTIMATED PROJECT COST | \$5,820,000 |

SOURCE OF FUNDS

| | |
|------------------------|--------------------|
| NDEE CWSRF Loan | \$5,820,000 |
|------------------------|--------------------|

Categories of loan eligibility are established by the Federal Act, the state Act, and state Regulation. Eligible items shall not include the costs of water rights, legal costs, fiscal agent's fees, operation and maintenance costs, and municipal or county administrative costs.

OUTLAY SCHEDULE

| | |
|----------------|--------------------|
| September 2021 | \$30,000 |
| October 2021 | 40,000 |
| November 2021 | 50,000 |
| December 2021 | 50,000 |
| January 2022 | 50,000 |
| February 2022 | 80,000 |
| March 2022 | 85,000 |
| April 2022 | 85,000 |
| May 2022 | 100,000 |
| June 2022 | 500,000 |
| July 2022 | 500,000 |
| August 2022 | 500,000 |
| September 2022 | 500,000 |
| October 2022 | 500,000 |
| November 2022 | 500,000 |
| December 2022 | 500,000 |
| January 2023 | 250,000 |
| February 2023 | 250,000 |
| March 2023 | 250,000 |
| April 2023 | 500,000 |
| May 2023 | <u>500,000</u> |
| TOTAL | \$5,820,000 |

**ATTACHMENT C
FINANCIAL ANALYSIS**

CITY OF ST. PAUL, NEBRASKA

CWSRF PROJECT NO. C318049

St. Paul has requested a CWSRF loan of \$5,820,000 to finance construction of wastewater treatment plant improvements for ammonia and nutrient removal. Included in the loan are engineering and inspection fees, Scada upgrade, and sewer maintenance equipment, jet trailer, vac trailer and sewer utility pickup. A financial analysis is presented. The documents reviewed and used to complete this analysis are:

1. Financial Reports of the St. Paul Combined Utility and Sewer Funds for the year ending September 30, 2018 through 2020.
2. Water/Wastewater Preapplication for State and/or Federal Assistance and miscellaneous correspondence from St. Paul in project file.

**Table 1
Sewer System Account Summary**

| Year Ending September 30 | Revenue (Sales and Miscellaneous) | Expenses (Excludes Depreciation) | Revenues Minus Expenses |
|-------------------------------------|--|---|------------------------------------|
| 2018 | \$329,819 | \$144,991 | \$184,828 |
| 2019 | \$326,673 | \$169,800 | \$156,873 |
| 2020 | \$339,324 | \$180,276 | \$159,048 |

**Table 2
Combined Utility Account Summary (Sewer and Water)**

| Year Ending September 30 | Revenue (Sales and Miscellaneous) | Expenses (Excludes Depreciation) | Revenues Minus Expenses |
|-------------------------------------|--|---|------------------------------------|
| 2018 | \$3,646,415 | \$2,802,792 | \$843,623 |
| 2019 | \$3,691,557 | \$2,782,260 | \$909,297 |
| 2020 | \$3,687,088 | \$2,842,392 | \$844,696 |

The following are Combined Utilities Revenue and Refunding Bonds outstanding as of September 30, 2018:

**Table 3
Bonds and Notes payable as of September 30, 2020**

| Bonds and Notes | Interest Rates | Principal Amount |
|--|-----------------------|-------------------------|
| Dated May 5, 2016 (Sewer, Water, Street G.O. Bonds) | 0.80 – 1.55%% | \$150,500 |
| Dated Oct. 5, 2016 (G.O. Bonds) | 0.75 - 2.75% | \$1,032,825 |
| Dated Oct. 5, 2016 (G.O. Bonds) | 0.75 – 2.75% | \$51,275 |
| Dated Oct. 14, 2016 (Combined Utility Revenue Bonds) | 0.85 – 1.85% | \$120,000 |
| Dated Dec. 22, 2016 (Street, Water, and Sewer Bonds) | 1.10 – 2.60% | \$131,100 |
| Dated Mar. 16, 2020 (Sewer and Water Bond Anticipation Note) | 1.4% | \$162,360 |
| Dated Apr. 7, 2020 (Water Revenue Bonds) | 1.25 – 1.60% | \$375,000 |
| Total | | \$2,023,060 |

Table 4

Long-term liability activity for the year ended September 30, 2020 for Governmental and Business-type Debt

| Bonds payable | Begin Balance | Additions | Reductions | End Balance | Due in one year |
|-------------------------------|---------------|-------------|-------------|-------------|-----------------|
| Governmental G.O. Debt | \$1,480,750 | \$739,640 | (\$211,450) | \$2,008,940 | \$948,790 |
| Business-type Bonds and notes | \$2,074,250 | \$537,360 | (\$588,550) | \$2,023,060 | \$408,210 |
| Total Bonds payable | \$3,555,000 | \$1,277,000 | (\$800,000) | \$4,032,000 | \$1,357,000 |

Table 5

Annual debt service requirements to maturity for business-type activities and governmental bonds

| Year ending September 30 | Principal | Interest | Total |
|--------------------------|-------------|-----------|-------------|
| 2021 | \$1,357,000 | \$71,526 | \$1,428,526 |
| 2022 | \$345,000 | 52,960 | 397,960 |
| 2023 | \$265,000 | 47,825 | 312,825 |
| 2024 | 275,000 | 43,435 | 318,435 |
| 2025 | 280,000 | 38,476 | 318,476 |
| 2026 – 2030 | 1,115,000 | 114,462 | 1,229,462 |
| 2031 – 2035 | 395,000 | 15,278 | 410,278 |
| Total | \$4,032,000 | \$383,962 | \$4,415,962 |

The estimated debt coverage ratio on the combined first year and current year payments on the above Business-type bonds and notes using the net revenue available for debt service which includes the sewer and water system payments is satisfactory in meeting the 1.10 CWSRF debt coverage requirement.

Analysis of the St. Paul's Water and Sewer Utility:

St. Paul has professional staff administering their combined utility and has shown good financial management of their water and sewer system. The sewer user rate impact was evaluated for the WWTF upgrade. The current monthly sewer rate is a base rate of \$22.50 plus a use rate of \$2.60 per thousand gallons of winter water use. Using an average household monthly winter water use of 5,000 gallons, this equates to an average of \$35.50 per month per residential user. Sewer use fees would be pledged to repay the CWSRF loan. The City of St. Paul has approximately 1,078 sewer connections. Sewer rate increases will be phased in over the next two years. The rates will increase on March 1, 2022 to a base rate of \$30 per month and a winter use charge of \$3.20 per thousand gallons. Then in March 1, 2023 the rates will increase to a base of \$37.00 per month with a \$3.80 winter use per thousand gallons.

Table 6

Proposed CWSRF Loan No. C318049, Principal \$5,820,000

| Loan Term (years) | Interest Rate | First Year Payment | First Year Payment + 10% Coverage | Number of Connections |
|-------------------|--|--------------------|-----------------------------------|-----------------------|
| 30 | 0.0% + 0.0% admin fee on outstanding principal balance | \$194,000 | \$213,400 | 1,078 |

The annual CWSRF loan repayment for a 30-year term, 0.0% per annum interest plus an annual 0.0% administrative fee on the outstanding principal balance is approximately \$194,000. Adding the required additional 10% debt service coverage, the estimated annual revenue to cover CWSRF debt service is calculated to be \$213,400. Based on the initial number of residential connections, the monthly debt service per user impact of the loan is estimated to be \$16.50 per month per user. The planned user rate increase for March

2023 will increase the rates by an approximate additional \$20.50 per user per month. The planned sewer rate increases should be adequate to cover the CWSRF debt service and increased O&M costs. The sewer fund revenue requirements will be evaluated on an ongoing basis by the City of St. Paul. St. Paul 2023 sewer rate is projected at \$56.00 per month average user rate for 5,000 gallons winter water use, or \$672 annually, which when compared to St. Paul's 2018 MHI of \$54,375 is 1.2% of St. Paul's MHI. This percentage is below the EPA's high cost threshold of 2.0% for sewer rates.

ATTACHMENT D

LIST OF FEDERAL LAWS AND AUTHORITIES

ENVIRONMENTAL:

- Archeological and Historic Preservation Act of 1974, Pub. L. 93-291, 16 U.S.C. §469a-1
- Clean Air Act, PL 95-95, as amended, 42 U.S.C. 7506(c)
- Coastal Barrier Resources Act, PL 97-348, 96 Stat. 1653, 16 U.S.C. 3501 et seq.
- Coastal Zone Management Act of 1972, PL 92-583, as amended, 16 U.S.C. §1451 et seq.
- Endangered Species Act, PL 93-205, as amended, 16 U.S.C. 1531 et seq.
- Essential Fish Habitat Consultation Process Under the Magnuson-Stevens Fishery Conservation and Management Act, PL 94-265, as amended, 16 U.S.C. §1801 et seq.
- Executive Order 11988, Floodplain Management, as amended; Executive Order 12148, as amended
- Executive Order 11990, Protection of Wetlands, as amended; Executive Order 12608, as amended
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, as amended
- Farmland Protection Policy Act, PL 97-98, 7 U.S.C. §4201 et seq.
- National Environmental Policy Act, PL 91-190, 42 U.S.C. §4321 et seq.
- National Historic Preservation Act of 1966, PL 89-665, as amended, 16 U.S.C. §740 et seq.
- Safe Drinking Water Act, as amended, PL 92-523, as amended, 42 U.S.C. 300f et seq.
- U.S. Fish and Wildlife Service National Wetlands Inventory
- Wild and Scenic Rivers Act, PL 90-542, as amended, 82 Stat. 913, 16 U.S.C. §1271 et seq.

ECONOMIC:

- Demonstration Cities and Metropolitan Development Act of 1966, PL 89-754, as amended, 42 U.S.C. §3331 et seq.
- Executive Order 12549, Debarment and Suspension, as amended
- Executive Order 13202, as amended; Executive Order 13208, as amended
- Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, including Executive Order 11738, Administration of the Clean Air Act and the Federal Water Pollution Control Act, with Respect to Federal Contracts, Grants, or Loans, as amended
- Uniform Relocation and Real Property Acquisition Policies Act of 1970, PL 91-646, as amended, 42 U.S.C. §§4601-4655

SOCIAL LEGISLATION:

- Age Discrimination Act of 1975, PL 94-135, 42 U.S.C. §6102
- Department of Veterans Affairs and Housing and Urban Development, and Independent Agencies Appropriations Act, PL 102-389
- Executive Order 11246, Equal Employment Opportunity, as amended
- Executive Orders 11625, 12138, and 12432 Women's and Minority Business Enterprise, as amended
- Section 129 of the Small Business Administration Reauthorization and Amendment Act of 1988, PL 100-590
- Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §794
- Section 13 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. §1251
- Title VI of the Civil Rights Act of 1964, PL 88-352, 42 U.S.C. §200d

MISCELLANEOUS AUTHORITY

- Nebraska Clean Water State Revolving Loan Fund #CS – 310001

The list of Federal Laws and Authorities is based upon the EPA's listing of "Additional Information on Cross-Cutting Federal Authorities" (http://water.epa.gov/grants_funding/dwsrf/xcuts.cfm) and the EPA's "Cross-Cutting Federal Authorities: A Handbook on Their Application in the Clean Water and Drinking Water State Revolving Fund Programs" (October 2013: <http://www2.epa.gov/sites/production/files/2015-08/documents/crosscutterhandbook.pdf>) as of October 12, 2015. This list is subject to change based upon the federal authorities of the EPA.

ATTACHMENT E

Form of Opinion of Borrower's Counsel

September 7, 2021

[NOTE: Any of the opinions given below may be given in reliance upon the opinion of another Bond Counsel, and one Bond Counsel may give some of the opinions and another Bond Counsel may give others.]

Nebraska Department of Environment and Energy
Post Office Box 98922
Lincoln, NE 68509-8922
Attention: State Revolving Fund Program

Ladies and Gentlemen:

We have acted as Bond Counsel in connection with the execution and delivery by the City of St. Paul, Nebraska, a Nebraska City of the Second Class (the "Borrower"), of an Agreement for Loan No. C318049 (the "Loan Agreement") between the Borrower and the Nebraska Department of Environment and Energy ("NDEE") and the issuance of a promissory note (the "Note") by the Borrower to NDEE. All terms used in this opinion letter and not defined shall have the meanings given to them in the Loan Agreement.

In this connection, we have examined the following:

- (a) Certified copies of the **[DESCRIBE RESOLUTION AND/OR ORDINANCE PURSUANT TO WHICH LOAN AGREEMENT AND NOTE ARE TO BE ENTERED INTO]**;
- (b) An executed counterpart of the Loan Agreement;
- (c) The executed Note; and
- (d) Such other documents as we deemed relevant and necessary in rendering this opinion.

As to questions of fact material to our opinion, we have relied upon the certified proceedings and other certifications of public officials furnished to us without undertaking to verify the same by independent investigation. We have assumed, without undertaking to verify the same that the loan terms established by NDEE in the Loan Agreement comply with the Wastewater Treatment Facilities Construction Assistance Act, Neb. Rev. Stat. §§81-15,147 et seq., and applicable regulations and program requirements of NDEE.

Based upon the foregoing we are of the opinion that:

1. The Borrower is a CITY duly organized and validly existing under the laws of the State of Nebraska.

2. The Borrower is a governmental unit, as such term is used in Section 141(b)(6) of the Internal Revenue Code of 1986, as amended.

3. The Borrower has the power and authority to enter into the Loan Agreement, to issue the Note, to borrow the entire principal amount provided for in Section 2.01 of the Loan Agreement (the "Principal Amount") and to perform its obligations under the Loan Agreement and the Note.

4. The Loan Agreement and the Note have been duly authorized, executed and delivered by the Borrower and are, and would be if the entire Principal Amount were advanced to the Borrower pursuant to the Loan Agreement on the date of this opinion, valid and legally binding special obligations of the Borrower, payable solely from the sources provided therefor in the Loan Agreement, enforceable in accordance with their respective terms, except to the extent that the enforceability thereof may be limited by laws relating to bankruptcy, insolvency or other similar laws affecting creditors' rights generally and general principles of equity.

5. Pursuant to §18-1803 through 18-1805 the Loan Agreement creates a valid lien on the funds pledged by the Borrower pursuant to Section 3.02 of the Loan Agreement for the security of the Loan Agreement and the Note and no other debt of the Borrower is secured by a superior lien on such funds. **As set forth in the Loan Agreement, there is outstanding indebtedness of the City issued on parity with the Note.**

6. The Borrower has obtained or made all approvals, authorizations, consents or other actions of, and filings, registrations or qualifications with, the Borrower or any other government authority which are legally required to allow the Borrower to enter into and perform its obligations under the Loan Agreement and the Note and borrow the full Principal Amount pursuant to the Loan Agreement and the Note.

It is to be understood that the rights of the holder of the Note and the Loan Agreement and the priorities and enforceability thereof may be subject to bankruptcy, insolvency, reorganization, moratorium, extension, compromise and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent applicable and that their priorities and enforcement may also be subject to the exercise of judicial discretion in appropriate cases.

This opinion letter, and the opinions expressed in it, are intended only for the benefit of the addressee identified on the first page hereof. No other person may rely upon any opinion expressed without our prior written authorization.

Very truly yours,



Joel M. Bergman, Mayor
City of St. Paul, Nebraska
Telephone: (308)754-4483

ATTACHMENT F

PROMISSORY NOTE OF THE CITY OF ST. PAUL, NEBRASKA

FOR VALUE RECEIVED, the undersigned (the "Borrower") promises to pay, but solely from the sources described herein, to the order of the Nebraska Department of Environment and Energy ("NDEE"), or its successors and assigns, the principal sum of not to exceed \$5,820,000, to the extent disbursed pursuant to Section 2.01 and Section 2.04 of the Loan Agreement No. C318049 ("the Loan Agreement"), with interest on each such amount until paid, as provided in Section 2.03 of the Loan Agreement between NDEE and the Borrower. In addition, the Borrower shall pay an Administrative Fee on the outstanding principal amount of this Note at the rate of 0.0 percent per annum as provided in the Loan Agreement. The said principal and interest and Administrative Fee shall be payable in semiannual installments each payable on June 15 and December 15 of each year in accordance with Section 2.05 of the Loan Agreement. Each installment shall be in the amount set forth in Attachment A to the Loan Agreement.

All payments under this Note shall be payable at the offices of NDEE in Lincoln, Nebraska, and upon the assignment of this Note to NIFA, at the principal corporate trust office of a Trustee designated by NIFA, or such other place as the NDEE may designate in writing.

This Note is issued pursuant to and is secured by the Loan Agreement and Ordinance No. 1024 of the City of St. Paul, Nebraska, the terms and provisions of which are incorporated herein by reference.

All payments of principal of and interest on this Note and other payment obligations of the Borrower hereunder shall be limited obligations of the Borrower payable solely out of the Combined User Charge (as defined in the Loan Agreement), on a parity with the City's Outstanding revenue bonds and other revenue bonds now or hereafter outstanding as permitted under the terms of said Ordinance, and shall not be payable out of any other revenues of the Borrower. The obligations of the Borrower under this Note shall never constitute or give rise to a charge against its general credit or taxing power. This note shall not be a debt of the Borrower within the meaning of any constitutional statutory or charter limitation upon the creation of general obligation indebtedness of the Borrower.

If default be made in the payment of any installment due under this Note, or by the occurrence of any one or more of the Events of Default specified in Article V of the Loan Agreement, and if such Event of Default is not remedied as therein provided, or by failure to comply with any provision of the Ordinance, NDEE then, or at any time thereafter, may give notice to the Borrower that all unpaid amounts of this Note then outstanding, together with all other unpaid amounts outstanding under the Loan Agreement, are due and payable immediately, and thereupon, without further notice or demand, all such amounts shall become and be immediately due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise the same at any time in the event of any continuing or subsequent default.

This Loan Agreement is being signed in part electronically. Attachments E and F of this Loan Agreement cannot be electronically signed a physically signed copied is required to be inserted into the Loan Agreement. The Borrower acknowledges that they have received the Loan Agreement in its entirety, including Attachments E and F and agree to complete Attachments E and F and submit signed copies to the NDEE. Such revised final Attachments of E and F thereafter shall be deemed to be incorporated herein by reference and made a part hereof and shall supersede and replace uncompleted Attachments E and F.

The Borrower hereby waives presentment for payment, demand, protest, notice of protest and notice of dishonor.

This Note and all instruments securing the same are to be construed according to the laws of the State of Nebraska. Signed and sealed this 7th day of September, 2021.

[SEAL] if applicable

CITY OF ST. PAUL, NEBRASKA

Attest: Connie Jo Beck
Connie Jo Beck, City Clerk/Deputy
Treasurer

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



NEBRASKA DEPARTMENT OF ENVIRONMENT
AND ENERGY
By: [Signature]
Title: Director
Date: 9-15-2021

Complete this section upon assignment of this Note to NIFA.

Pursuant to the Pledge Agreement dated as of _____, as amended (the "Pledge Agreement"), by and between the NDEE and the Nebraska Investment Finance Authority ("NIFA"), and the _____ dated as of _____, as supplemented and amended, by and between NIFA _____, as trustee, the NDEE hereby assigns, grants and conveys any and all of the NDEE's rights, title and interest in this Note to NIFA, except as provided in the Pledge Agreement, and NIFA hereby assigns such rights, title and interest to the Trustee and any successor Trustee.

Attest:

NEBRASKA INVESTMENT FINANCE AUTHORITY

By: _____
Title: _____
Date: _____

ATTACHMENT G

CERTIFICATE OF THE
CITY OF ST. PAUL, NEBRASKA

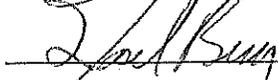
The following certifications are made in connection with the Agreement for Loan No. C318049 (the "Loan Agreement") between the Nebraska Department of Environment and Energy ("NDEE") and the CITY OF ST. PAUL, Nebraska (the "Borrower") for the purpose of establishing compliance by the Borrower with requirements for the maintenance of the tax exemption of interest on any bonds (the "Bonds") which may be from time to time issued by the Nebraska Investment Finance Authority ("NIFA") to provide funds for deposit in the Fund (as defined in the Loan Agreement).

WHEREFORE, the undersigned hereby certifies on behalf of the Borrower to NDEE, NIFA and any trustee for the Bonds, as follows:

1. The undersigned is authorized to make the following certifications on behalf of the Borrower.
2. The Borrower represents that it reasonably expects that the design and construction of the Project, as defined in the Loan Agreement, will commence within **six (6)** months from the execution of the Loan Agreement and that the design and construction of the Project will proceed with due diligence thereafter to completion.
3. The proceeds of the loan pursuant to the Loan Agreement will be used to construct a facility that will be owned and operated by the Borrower. There will be no Agreements for the use of the facility other than Agreement on a rate scale basis. Specifically, the Borrower represents that there will be no Agreements for use of the Project that will require a non-governmental unit to make payments to the Borrower without regard to actual use of the Project.

Dated this 7th day of September, 2021.

CITY OF ST. PAUL, NEBRASKA



Title: Joel M. Bergman, Mayor

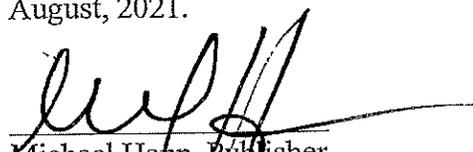
ATTACHMENT H
OTHER DOCUMENTS

Ordinance to go here:

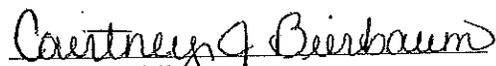
Certificate of Publication

State of Nebraska
Howard County

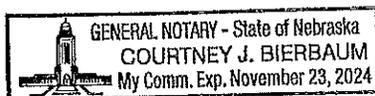
I, Michael C. Happ, being first duly sworn depose and say that I am the publisher of the Phonograph-Herald, a weekly newspaper published in an office maintained at St. Paul, Nebraska, in the said county and state, and in general circulation in said county, and that this newspaper has a bona fide circulation of more than three hundred copies weekly, and that it has been published in said county for fifty-two consecutive weeks next prior to the publication of the attached notice, and that this notice was published in said newspaper 2 consecutive week(s), the first publication thereof having been made in the issue of said paper dated the 25th day of August, 2021.


Michael Happ, Publisher

Subscribed in my presence and sworn to before me this 25th day of August, 2021.


Courtney J. Bierbaum
Notary Public

My commission expires November 23, 2024.



No. of Lines 74 Publication Fee: \$ 4078

NOTICE OF TIME AND PLACE OF TWO (2) MEETINGS REGARDING: (1) CITY OF ST. PAUL'S 2021-2022 BUDGET HEARING; AND (2) THE REGULAR CITY COUNCIL MEETING COMMENCING IMMEDIATELY UPON ADJOURNMENT OF THE BUDGET HEARING

Notice is hereby given that there will be two (2) meetings of the Mayor and City Council of the City of St. Paul, Nebraska on Tuesday, September 7, 2021.

City Council Meeting #1

The first City of St. Paul regular council meeting will begin at 7:00 p.m. on Tuesday, September 7, 2021 for the purpose of conducting a public hearing on its proposed 2021-2022 Budget Statement, which meeting will be open to the public. An agenda for such meeting, kept continually current, is available for public inspection at the office of the City Clerk at the City Utilities Office. If auxiliary aids of reasonable accommodations are needed for attendance at the meeting, please call the City Clerk's office: (308)754-4483. Advance notice of seven (7) days is needed when requesting an auxiliary aid.

City Council Meeting #2

The second City of St. Paul regular council meeting will commence immediately upon adjournment of the preceding budget hearing, which meeting will be open to the public. An agenda for such meeting, kept continually current, is available for public inspection at the office of the City Clerk at the City Utilities Office. If auxiliary aids of reasonable accommodations are needed for attendance at the meeting, please call the City Clerk's office: (308)754-4483. Advance notice of seven (7) days is needed when requesting an auxiliary aid.

Dated this 25th day of August, 2021.

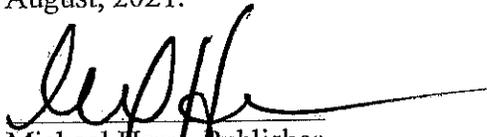
Connie Jo Beck,
City Clerk/
Deputy Treasurer

ZNEZ

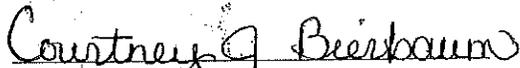
Certificate of Publication

State of Nebraska
Howard County

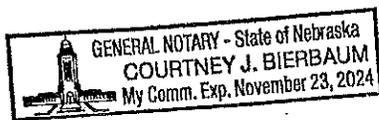
I, Michael C. Happ, being first duly sworn depose and say that I am the publisher of the Phonograph-Herald, a weekly newspaper published in an office maintained at St. Paul, Nebraska, in the said county and state, and in general circulation in said county, and that this newspaper has a bona fide circulation of more than three hundred copies weekly, and that it has been published in said county for fifty-two consecutive weeks next prior to the publication of the attached notice, and that this notice was published in said newspaper 2 consecutive week(s), the first publication thereof having been made in the issue of said paper dated the 25th day of August, 2021.


Michael Happ, Publisher

Subscribed in my presence and sworn to before me this 1st day of September, 2021.


Courtney J. Bierbaum
Notary Public

My commission expires November 23, 2024.



No. of Lines _____ Publication Fee: \$378.⁰⁰

City of St. Paul
IN
Howard County, Nebraska

NOTICE OF BUDGET HEARING AND BUDGET SUMMARY

PUBLIC NOTICE is hereby given, in compliance with the provisions of State Statute Sections 13-501 to 13-513, that the governing body will meet on the 7th day of September 2021, at 7:00 o'clock P.M., at City Office for the purpose of hearing support, opposition, criticism, suggestions or observations of taxpayers relating to the following proposed budget. The budget detail is available at the office of the Clerk during regular business hours.

| | |
|---|------------------------|
| 2019-2020 Actual Disbursements & Transfers | <u>\$ 7,545,960.00</u> |
| 2020-2021 Actual/Estimated Disbursements & Transfers | <u>\$ 7,821,895.00</u> |
| 2021-2022 Proposed Budget of Disbursements & Transfers | <u>\$11,664,815.00</u> |
| 2021-2022 Necessary Cash Reserve | <u>\$ 5,769,384.00</u> |
| 2021-2022 Total Resources Available | <u>\$17,434,199.00</u> |
| Total 2021-2022 Personal & Real Property Tax Requirement | <u>\$ 846,986.00</u> |
| Unused Budget Authority Created For Next Year | <u>\$ 276,176.81</u> |
| | |
| Breakdown of Property Tax: | |
| Personal and Real Property Tax Required for Non-Bond Purposes | <u>\$ 670,236.00</u> |
| Personal and Real Property Tax Required for Bonds | <u>\$ 176,750.00</u> |

NOTICE OF SPECIAL HEARING TO SET FINAL TAX REQUEST

PUBLIC NOTICE is hereby given, in compliance with the provisions of State Statute Section 77-1601.02, that the governing body will meet on the 7th day of September 2021, at as an agenda item of the regular board meeting scheduled to begin immediately following the conclusion of the budget hearing o'clock P.M., at City Office for the purpose of hearing support, opposition, criticism, suggestions or observations of taxpayers relating to setting the final tax request.

| | 2020 | 2021 | Change |
|--|-----------------------|------------------------|-------------|
| Operating Budget | <u>\$9,337,034.00</u> | <u>\$11,664,815.00</u> | <u>25%</u> |
| Property Tax Request | <u>\$ 846,130.00</u> | <u>\$ 846,986.00</u> | <u>0%</u> |
| Valuation | <u>\$128,826,029</u> | <u>\$143,430,329</u> | <u>11%</u> |
| Tax Rate | <u>0.656800</u> | <u>0.590521</u> | <u>-10%</u> |
| Tax Rate if Prior Tax Request was at Current Valuation | <u>0.589924</u> | | |

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

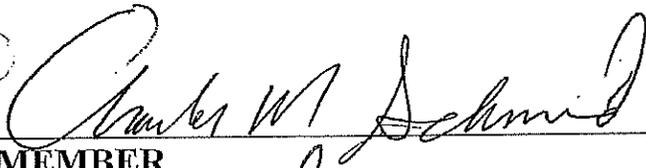
ACKNOWLEDGMENT OF NOTICE OF MEETING

THE UNDERSIGNED MEMBERS OF THE GOVERNING BODY OF THE CITY OF SAINT PAUL, NEBRASKA HEREBY ACKNOWLEDGE RECEIPT OF ADVANCE NOTICE OF TWO (2) REGULAR CITY COUNCIL MEETINGS OF SAID BODY AND THE AGENDA FOR SUCH MEETING TO BE HELD TUESDAY, SEPTEMBER 7, 2021 AT 7:00 P.M. AT CITY HALL, 704 6TH STREET, SAINT PAUL, NEBRASKA.

- 1st – Regular meeting 2021-2022 Budget Hearing (7:00 p.m.)
- 2nd – Regular meeting Adopt 2021-2022 Budget Statement (commencing immediately upon adjournment of 2021-2022 Budget Hearing)



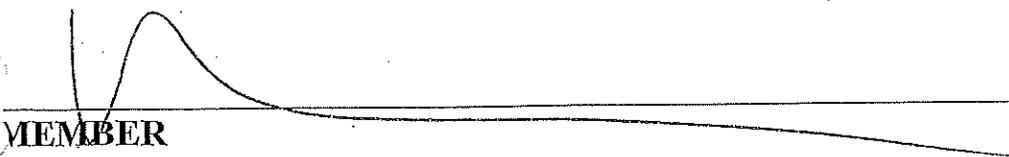
MAYOR



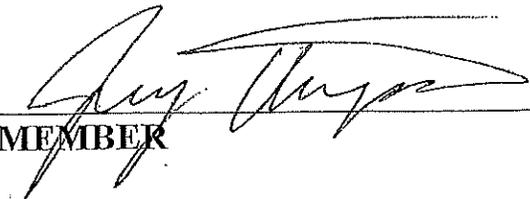
MEMBER



MEMBER



MEMBER



MEMBER

1st Council Regular Meeting

Tuesday, September 7, 2021 7:00 PM

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

Agenda

1. The City of St. Paul Council will hold two (2) meetings on Tuesday, September 7, 2021; the 1st Council meeting will begin at 7:00 p.m. regarding: (1) City of St. Paul's 2021-2022 Budget and Budget Statement public hearing; and (2) the 2nd Council meeting will commence immediately upon adjournment of the Budget Hearing.

2. Mayor Bergman calls meeting to order, with the "Pledge of Allegiance" and the "Open Meeting Statement" as required by NE State Statutes 84-1407 through 84-1414; Mayor Bergman also states that the City Council may vote to go into Closed Session on any agenda item as allowed by NE State Statute 84-1410.

3. Per Nebraska State Statute 13-506(1), as amended by LB148 (2020): Each governing body shall each year conduct a public hearing on its proposed budget statement. Such hearing shall be held separately from any regular scheduled meeting of the governing body and shall not be limited by time. After such hearing, the proposed budget statement shall be adopted, or amended and adopted as amended at a separate and distinct meeting, and a written record shall be kept of such hearing.

City of St. Paul proposed 2021-2022 Budget Statement public hearing: Gary Hinrichs with Dana F. Cole & Co. will be present at the meeting.

- a. Mayor Bergman opens the public comment period regarding the City of St. Paul's proposed 2021-2022 Budget Statement.
- b. Mayor Bergman closed the public comment period.

4. Mayor Bergman adjourns the public hearing regarding the proposed City of St. Paul's 2021-2022 Budget and Budget Statement.

5. Mayor Bergman calls the 2nd City Council meeting to order, with 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.

6. Submittal of Request for Future Agenda Items

7. Reserve time to Speak on an Agenda Item

8. Discuss - Approve / Deny the 2021 Municipal Annual Certification of Program Compliance to the Nebraska Board of Public Roads Classifications and Standard (NBCS).

a. Approve / Deny Resolution #2021-07, whereas the governing body authorizes the signing of the certification by Mayor Joel M. Bergman.

9. Discuss - Introduce Ordinance #1024; authorizing the execution and delivery of a loan contract between the Nebraska Department of Environment and Energy (NDEE) and the City of St. Paul, and issuance, pursuant to said contract, of a promissory note of the City of St. Paul, NE,

Zoning Permits; (4) September 7, 2021 disbursements; (5) Mike Coghlan as a St. Paul Emergency Medical Technician (EMT); and (6) Andrew Wilshusen as a St. Paul Firefighter; Chief of Police Howard approved background checks on both EMT and Firefighter.

17. Discuss - Approve / Deny Kinsey A. Bosselman as the new manager for Bosselman Pump & Pantry Inc. (License #D-113932); Chief of Police Howard performed a background check and granted his approval.

18. Discuss - Approve / Deny transferring \$40,000 from the Sales Tax Money Market account to the Sales Tax Checking account. This is for the purpose of paying disbursements regarding the Street: Motor Vehicle Tax and the 25% Infrastructure out of the Sales Tax, along with any other authorized disbursements from the City Council.

19. Discuss - Approve / Deny transferring \$200,000 from the City Heritage Checking account and placing the funds in the City Homestead Bank Checking account. This is to pay disbursements and bond payments for October 2021 and November 2021.

20. Discuss - Approve / Deny the bid for the 2010 Chevrolet / Tahoe K1500 LTZ - White Sport Utility Vehicle (SUV); the City reserves the right to reject any and all bids regarding the 2010 Tahoe.

21. Utility Superintendent Helzer updates

22. City of St. Paul Police updates:

23. City Council member updates

24. Mayor Bergman updates:

(1) As soon as the NE League of Municipalities completes the changes to the Nebraska "Open Meetings Law", posters will be sent to the City (8-17-21);

(2) St. Paul Development Corp. (SPDC) will carry insurance coverage on the Civic Center by October 1, 2021; this is due to the management of the day-to-day operations of the Civic Center by SPDC: LARM stated that SPDC should be an additional insured party on the City's policy (SPDC's address was email to LARM on 8-17-2021) AND SPDC will carry their own liability and work comp insurance and make the City an additional insured on their policy for this location;

(3) Firefighter Anthony Dush Life insurance case

25. Public Comment Period - restricted to items on the agenda

26. Public Announcements

27. Closed Session: Pending Litigation; Strategy Session with respect to real estate purchase; and prevent needless injury to the reputation of an individual

28. Mayor Bergman adjourns City Council meeting

29. Informational Items:

a. Receipts July 2021;

b. Sales Tax Receipts: 2020-2021; 2019-2020; 2018-2019

This agenda, including supporting documentation, is available for public viewing during normal business hours at the City Office, 704 6th Street, St. Paul, Nebraska.

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

Tuesday, September 7, 2021

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

The City of St. Paul Council held two (2) meetings on Tuesday, September 7, 2021; the 1st Council meeting began at 7:00 p.m. regarding: (1) the City of St. Paul's public hearing for the 2021-2022 Budget Statement and the 2021-2022 City Budget; and (2) the 2nd Council meeting commenced immediately upon adjournment of the budget hearing.

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.

Per Nebraska State Statute 13-506(1), as amended by LB148 (2020): Each governing body shall each year conduct a public hearing on its proposed budget statement. Such hearing shall be held separately from any regular scheduled meeting of the governing body and shall not be limited by time. After such hearing, the proposed budget statement shall be adopted, or amended and adopted as amended at a separate and distinct meeting, and a written record shall be kept of such hearing.

Mayor Bergman opened the public comment period at 7:02 p.m. regarding the City of St. Paul's 2021-2022 Budget Statement and the City's 2021-2022 Budget. Gary Hinrichs with Dana F. Cole & Co. gave an overview of the City's 2021-2022 Budget Comparison Schedule regarding the (1) Property Tax request; (2) the Valuation; and (3) the Levy. Mr. Hinrichs was also present to answer questions from the audience.

After hearing no comments from the audience, Mayor Bergman closed the public comment period at 7:06 p.m.

Mayor Bergman adjourned the public hearing at 7:06 p.m. regarding the proposed 2021-2022 Budget Statement and Budget.

Mayor Bergman called the 2nd City Council meeting to order at 7:07 p.m., with the "Open Meeting Statement" as required by NE State Statutes 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 Statute 84-1410.

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

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

Council member Schmid moved to approve the 2021 Municipal Annual Certification of Program Compliance to the Nebraska Board of Public Roads Classifications and Standard (NBCS), along with Resolution #2021-07, whereas the governing body authorizes the signing of the certification by Mayor Joel M. Bergman. Council member Thompson seconded the motion. Council members Kowalski, Thompson, Schmid & Feeken voted aye, nays none. Motion carried 4/0.

Brian Friedrichsen (Olsson) was present to discuss the \$300,000 loan increase regarding the new Wastewater Treatment Facility (WWTF); the new loan amount will be \$5,820,000. The increase is due to upgrading the Scada (control) system, adding the Jet and Vac trailer and the Sewer Department truck. The City will not have a guarantee through the NE Dept. of Environment & Energy (NDEE) regarding the zero percent (0%) administration fee or interest rate if the \$300,000 isn't added to the loan amount.

Council member Thompson introduced Ordinance #1024; authorizing the execution and delivery of a loan contract between the Nebraska Department of Environment and Energy (NDEE) and the City of St. Paul, and issuance, pursuant to said contract, of a promissory note of the City of St. Paul, NE, in the principal amount of up to five million, eight hundred, twenty thousand and 00/100 dollars (\$5,820,000.00) for the purpose of constructing additions and improvements to the Wastewater Treatment System of the City as a Clean Water project; pledging and hypothecating the revenues and earnings of the Combined Utilities owned by the City for the payment of said note; and ordering the Ordinance published in pamphlet form. Council member Kowalski moved to waive the three (3) readings of Ordinance #1024 at three (3) different occasions. Council member Schmid seconded the motion. Council members Kowalski, Thompson, Schmid & Feeken voted aye, nays none. Motion carried 4/0. Council member Schmid moved for final passage of Ordinance #1024. Council member Thompson seconded the motion. Council members Kowalski, Thompson, Schmid & Feeken voted aye, nays none. Motion carried 4/0.

Council member Schmid moved to approve the Loan Agreement between the Nebraska Department of Environment and Energy (NDEE) and the City of St. Paul, Project No: C318049 in the amount of \$5,820,000; the interest rate and administration fee will draw zero percent (0.0%) interest. The loan will finance construction of wastewater treatment facility improvements for ammonia and nutrient removal; included in the loan are engineering and inspection fees, scada upgrade, and sewer maintenance equipment, jet trailer, vac trailer and a sewer utility pickup. Installments of principal and interest shall be paid semiannually on December 15 and June 15 of each year in accordance with the Loan Repayment Schedule. Council member Kowalski seconded the motion. Council members Kowalski, Thompson, Schmid & Feeken voted aye, nays none. Motion carried 4/0. There was a brief discussion on the City possibly utilizing the sewer main lift station generator for backup power.

Council member Schmid moved to approve the 2020-2021 Fiscal Year Transfers in the amount of \$499,585.00: Light to Police \$140,000 (operating); Light to Park \$66,800 (operating); Light to General \$18,335 (US Wage); Water to General \$18,335 (US Wage); Sewer to General \$18,335 (US Wage); Landfill to Park \$10,000 (operating); Street to General \$18,335 (US Wage); Street to General \$11,500 (seasonal tractor); and Street to VP Bond \$197,945 (assessments). Council member Thompson seconded the motion. Council members Kowalski, Thompson, Schmid & Feeken voted aye, nays none. Motion carried 4/0.

Council member Kowalski moved to approve the proposed 2021-2022 Budget and Budget Statement. Council member Schmid seconded the motion. Council members Kowalski, Thompson, Schmid & Feeken voted aye, nays none. Motion carried 4/0.

Council member Schmid moved to approve the **ADDITIONAL** one percent (1%) increase regarding the total allowable restricted fund authority. Council member Feeken seconded the motion. Council members Kowalski, Thompson, Schmid & Feeken voted aye, nays none. Motion carried 4/0.

Council member Kowalski moved to approve Resolution #2021-8, whereas the 2021-2022 property tax requests be set at \$670,236.00 for the General Fund and \$176,750.00 for the Bond

Fund. The total assessed value of property differs from last year's total assessed value by 11.34 percent. The tax rate which would levy the same amount of property taxes as last year, when multiplied by the new total assessed value of property would be 0.589924 per \$100 of assessed value. The City of St. Paul proposes to adopt a property tax request that will cause its tax rate to be 0.590521 per \$100 of assessed value. Based on the proposed property tax request and changes in other revenue, the total operating budget of the City will increase last year's budget by 24.93 percent. A copy of the resolution will be certified and forwarded to the Howard County Clerk on or before Wednesday, October 13, 2021. Council member Feeken seconded the motion. Council members Kowalski, Thompson, Schmid & Feeken voted aye, nays none. Motion carried 4/0.

Council member Feeken moved to introduce the "Annual Appropriation Bill" Ordinance #1023 for the operation of the General and Utility funds of the City of St. Paul, in Howard County, NE, appropriating the sums of money deemed necessary to defray all expenses and liabilities for the fiscal year commencing on the first day of October, 2021 and ending the last day of September, 2022. Council member Thompson waived the three (3) readings of Ordinance #1023 at three (3) different occasions. Council member Schmid seconded the motion. Council members Kowalski, Thompson, Schmid & Feeken voted aye, nays none. Motion carried 4/0. Council member Kowalski moved for final passage of Ordinance #1023. Council member Schmid seconded the motion. Council members Kowalski, Thompson, Schmid & Feeken voted aye, nays none. Motion carried 4/0.

Council member Thompson moved to approve the Consent Agenda Items: (1) July 2021 Treasurer's Report; (2) August 16, 2021 Council minutes; (3) August 30, 2021 Zoning Permits; (4) September 7, 2021 disbursements; (5) Mike Coghlan as a St. Paul Emergency Medical Technician (EMT); and (6) Andrew Wilshusen as a St. Paul Firefighter; Chief of Police Howard approved background checks on both EMT and Firefighter. Council member Schmid seconded the motion. Council members Kowalski, Thompson, Schmid & Feeken voted aye, nays none. Motion carried 4/0.

September 7, 2021 Disbursements

| | |
|--|-----------|
| Gross Payroll - August 2021 | 100100.45 |
| 911 Custom (supplies) | 1930.00 |
| Altec Industries (supplies) | 8.55 |
| Amazon Capital Services (books) | 1678.33 |
| Banyon Data Systems (software) | 390.00 |
| Barco Municipal Products (supplies) | 793.66 |
| Beck, Connie Jo (mileage) | 26.88 |
| Biblionix (data system) | 3150.00 |
| Birkby, Rylan (education) | 100.00 |
| Bomgaars (supplies) | 586.57 |
| Border States (supplies) | 106.96 |
| Bound to Stay Bound Books (books) | 2222.23 |
| Bound Tree (supplies) | 250.62 |
| Busse, Nicklaus (education) | 100.00 |
| Cardmember Svc (supplies, postage, meals, education) | 1025.20 |
| Cengage Learning (books) | 34.20 |
| Charter Spectrum (service) | 229.96 |
| Christensen Concrete (supplies) | 319.05 |
| Health Ded. Savings (insurance) | 6534.00 |
| St. Paul 125 Plan (insurance) | 150.00 |
| COR Managed Services (computers) | 4708.00 |
| Crescent Electric (supplies) | 42.85 |
| Custer County Recycling (service) | 31.40 |
| Dana Cole & Company (service) | 8900.00 |
| Danko Emergency Equip (supplies) | 15.00 |
| Dick's Repair (repair) | 719.61 |
| Elmwood Cemetery (service) | 500.00 |
| Entech Pest Management (service) | 85.00 |

| | |
|--|-----------|
| Ferebee, Adriana (education) | 50.00 |
| Grand Island Independent (subscription) | 344.94 |
| Hawkins (chemicals) | 1488.27 |
| Heartland Disposal (service) | 512.22 |
| Heritage Bank UB ACH Fee (Fee) | 25.00 |
| Hometown Market (supplies) | 5.99 |
| Howard Co. Treasurer (dispatch fee) | 2782.05 |
| Howard Co. Reg of Deeds (recording fees) | 10.00 |
| Howard Greeley RPPD (utilities) | 170679.77 |
| Jack's Uniform & Equipment (supplies) | 53.94 |
| John Deere Financial (supplies) | 27.48 |
| Johnsen Corrision Eng (service) | 1029.00 |
| Jon's Plumbing (repair) | 4175.39 |
| Koperski, Olivia (education) | 50.00 |
| Kraken Books Ltd (books, program) | 315.00 |
| Logan Contractors Supply (supplies) | 786.18 |
| Loup Valley Supply (supplies) | 23.50 |
| Madison National Life (insurance) | 193.32 |
| Menards (supplies) | 92.24 |
| Midland Telecom (supplies) | 64.15 |
| Midwest Hydraulic Service (supplies) | 12.19 |
| Midwest Service & Sales (supplies) | 1508.00 |
| Municipal Supply (supplies) | 65.49 |
| NE Generator Service (service) | 2382.08 |
| NE Library Assn (supplies) | 25.50 |
| OfficeNet (supplies) | 359.03 |
| Olsson (engineering) | 24546.65 |
| Omaha World Herald (subscription) | 500.99 |
| Overland Ready Mixed (concrete) | 5041.33 |
| Parts Bin (supplies) | 224.48 |
| Paulsen, Jonah (education) | 50.00 |
| Petty Cash (supplies, license, inspection) | 32.55 |
| POAN (education, dues) | 430.00 |
| Regional Care (insurance) | 99.00 |
| Rembolt Ludtke (service) | 2440.00 |
| SE Smith & Sons (supplies) | 557.55 |
| Servi-Tech (lab) | 144.25 |
| Smith Welding (service) | 282.99 |
| State of NE Central Svcs (telephone) | 160.24 |
| Thiel Tire & Auto (repair, supplies) | 250.82 |
| TO Haas Tire (supplies, repair) | 1080.20 |
| T & R Electric Supply (repair) | 100.00 |
| United Healthcare (insurance) | 25228.84 |
| Van Diest Supply (chemicals) | 812.16 |
| Verizon Wireless (phones) | 184.48 |
| Wells Plumbing (repair) | 111.63 |
| Wesco Distribution (supplies) | 276.08 |
| Light Fund to Police Fund (operating) | 140000.00 |
| Light Fund to Park Fund (operating) | 66800.00 |
| Light Fund to General Fund (US Wage) | 18335.00 |
| Water Fund to General Fund (US Wage) | 18335.00 |
| Sewer Fund to General Fund (US Wage) | 18335.00 |
| Landfill Fund to Park Fund (operating) | 10000.00 |
| Street Fund to General Fund (US Wage) | 18335.00 |
| Street Fund to General Fund (seasonal tractor) | 11500.00 |
| Street Fund to VP Bond Fund (street assess) | 197945.00 |

September 7, 2021 Non-General

| | |
|--|---------|
| S Squared Enterp. (TIF Allocation M. Sok) | 685.71 |
| City of St Paul (1/2 TIF B Robinson to Assess) | 1526.70 |
| MAD Dev. (1/2 TIF B Robinson) | 1526.70 |
| Sales Tax: Street Motor Veh Tax (To: 100027) | 6984.39 |
| Sales Tax: 25% Infrastructure (To: 102342) | 8965.42 |
| TIF: Check Order (checks) | 12.42 |
| Civic: Charter/Spectrum (service) | 192.95 |
| Civic: Sarah Townsend (janitor) | 300.00 |
| Civic: Entech Pest Mgmt (service) | 85.00 |
| Civic: Wells Plumbing & Heating (repair) | 92.00 |
| Civic: Verizon Wireless (service) | 41.12 |

Council member Schmid moved to approve Kinsey A. Bosselman as the new manager for Bosselman Pump & Pantry Inc. (License #D-113932); Chief of Police Howard performed a background check and granted his approval. Council member Thompson seconded the motion. Council members Kowalski, Thompson, Schmid & Feeken voted aye, nays none. Motion carried 4/0.

Council member Feeken moved to approve transferring \$40,000 from the Sales Tax Money Market account to the Sales Tax Checking account. This is for the purpose of paying disbursements regarding the Street: Motor Vehicle Tax and the 25% Infrastructure out of the Sales Tax, along with any other authorized disbursements from the City Council. Council member Schmid seconded the motion. Council members Kowalski, Thompson, Schmid & Feeken voted aye, nays none. Motion carried 4/0.

Council member Feeken moved to approve transferring \$450,000 from the City Heritage checking account; this is due to paying disbursements and receiving a beneficial interest rate on the City funds. The Heritage Bank transfer will be placed in the City's Homestead checking account in the amount of \$200,000 and Citizens Bank & Trust in the amount of \$250,000, with the 1/3 of the funds divided evenly between the Light, Water and Sewer ICS accounts. Council member Schmid seconded the motion. Council members Kowalski, Thompson, Schmid & Feeken voted aye, nays none. Motion carried 4/0.

Council member Schmid moved to approve the bid in the amount of \$20,501 regarding the City Police 2010 Chevrolet / Tahoe K1500 LTZ - White Sport Utility Vehicle (SUV). Council member Kowalski seconded the motion. Council members Kowalski, Thompson, Schmid & Feeken voted aye, nays none. Motion carried 4/0. Insurance on the vehicle will be removed once the City receives payment.

Utility Superintendent Helzer updates consisted of: (1) St. Paul Swimming Pool slide deck will be repaired by a local individual; a certificate of insurance will be provided prior to repairs and (2) the City is utilizing a chemical to eliminate the coon-tail weed at the sewer lagoon.

Chief of Police Dan Howard updates includes: (1) an "incident & Nuisance" report was submitted to the Mayor and Council members; (2) City nuisances; 15 nuisance letters will be placed in the mail this week; (3) an incident at the St. Paul Public School football game concerning parents behavior; extra law enforcement will be present at the football games. Drug/Alcohol Free signs will be placed at the ballfield/practice field grounds; (4) Sergeant Greenwalt had a speeding pursuit Saturday night (September 4, 2021) and (5) the St. Paul Police Department submitted 811 incident reports to the State of Nebraska "National Incident-Based Reporting System" (NIBRS) from March 2020 to current.

Council member Kowalski thanked the St. Paul Police Department for their presence in the morning concerning school traffic; Council member Schmid also thanked the Police Department.

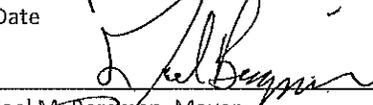
Council member Schmid extended an invitation to the Mayor, Council and audience for an event scheduled for Saturday, September 11, 2021 at the St. Paul Country Club (SPCC) beginning at 11:00 a.m. regarding a tribute to 9-11. At 2:00 p.m. on Saturday, September 11,

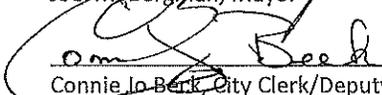
2021 there will be an open house for the new American Legion Post #119 located at US Hwy 281; hamburgers and brats will be served for a free-will offering.

Mayor Bergman updates consisted of: (1) The NE League of Municipalities will mail new Nebraska "Open Meetings Law" posters once changes have been completed (8-17-21); (2) the St. Paul Development Corp. (SPDC) will carry insurance coverage on the Civic Center beginning October 1, 2021; this is due to the management of the day-to-day operations of the Civic Center by SPDC; LARM stated that SPDC should be an additional insured party on the City's policy (SPDC's address was emailed to LARM on 8-17-2021) AND SPDC will carry their own liability and work comp insurance and make the City an additional insured on their policy for this location; (3) update on Firefighter Anthony Dush Life insurance; and (4) City Clerk Beck provided a Community Development TIF Value spreadsheet to the Mayor and Council.

Mayor Bergman adjourned the City Council meeting at 8:02 p.m.

September 20, 2021
Date


Joel M. Bergman, Mayor


Connie Jo Beck, City Clerk/Deputy Treasurer

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

Wednesday, July 5, 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 Wednesday, July 5, 2023, at 6:30 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 6:30 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.

PUBLIC HEARING: Mayor Bergman opened the public hearing at 6:32 p.m. regarding the consideration and approval of a Preliminary Plat of PAUL'S NORTH SUBDIVISION (Troy Lukasiewicz) located in a part of the Southwest Quarter (SW 1/4) of Section 34, Township 15 North, Range 10 West of the 6th P.M. in Howard County, Nebraska. Publication was printed in the Phonograph Herald on Wednesday, June 21, 2023. The St. Paul Planning Commission held their public hearing on Monday, June 26, 2023.

Council member Schmid moved to approve Rutjens Construction Inc. Pay Request #11 regarding the St. Paul Wastewater Treatment Facility (WWTF) Project #020-2586 in the amount of \$439,809.57. The pay request was for completing the concrete paving around the site (stairs, sidewalk, driveways, etc.), finishing the installation of the valves that the City has been

waiting for and the remainder of the piping associated with the valves, and certain electrical work. The percentage of loan expended to date is 92%. There is no WWTF "Change Orders" to consider. Council member Feeken seconded the motion. Council members Kowalski, Schmid, Feeken & Peters voted aye, nays none. Motion carried 4/0.

Mayor Bergman opened the public comment period at 6:35 p.m. regarding the consideration and approval of the Preliminary Plat of PAUL'S NORTH SUBDIVISION (Troy Lukasiewicz) located in a part of the Southwest Quarter (SW 1/4) of Section 34, Township 15 North, Range 10 West of the 6th P.M. in Howard County, Nebraska. Troy Lukasiewicz (owner) was present to answer any questions from the Mayor, Council members or audience. **After hearing no public comments, Mayor Bergman closed the public comment period at 6:36 p.m.** Council member Schmid moved to approve the Preliminary Plat of PAUL'S NORTH SUBDIVISION (Troy Lukasiewicz) located in a part of the Southwest Quarter (SW 1/4) of Section 34, Township 15 North, Range 10 West of the 6th P.M. in Howard County, Nebraska. Council member Kowalski seconded the motion. Council members Kowalski, Schmid, Feeken & Peters voted aye, nays none. Motion carried 4/0.

St. Paul Fire Chief Mike Becker was in attendance to discuss "Address Number Placement" on each individual home in St. Paul, NE to help Fire and Emergency Responders quickly locate property addresses in the event of an emergency. In addition, having proper identification on buildings will allow delivery, postal and utility services to find addresses quicker. Ms. Bridget Lassen was also in attendance to speak on behalf of the St. Paul Interact Club. The Interact Club is interested in taking on the project to place the numbers on the homes. Mr. Becker stated that the National Standard's need to be followed concerning the details of the numbers that will be placed on the home. Council member Feeken will visit with the Rotarian's on Thursday, July 6, 2023 regarding the project. Other items of discussion were: (1) guidelines; (2) funding; (3) donation fee; (4) public education and flyers; and (5) forming a resolution. Council member Feeken suggested that a census be performed to see how many homes in town do not have numbers. St. Paul Fire and Rescue will perform this service prior to making any other decisions. For this reason, the item was tabled to a future meeting.

Council member Feeken moved to approve Dustin Anderson's property improvement project in the amount of \$5,000 to demolish an old house at 807 Farnum Street. Council member Schmid seconded the motion. Council members Kowalski, Schmid, Feeken & Peters voted aye, nays none. Motion carried 4/0. In September 2023, the St. Paul Development Corp. (SPDC) recommended paying Mr. Anderson \$1,000 since this is a residence rather than a commercial business.

Council member Kowalski moved to approve the Consent Agenda Items: (1) June 19, 2023 (regular) Council minutes; (2) June 26, 2023, zoning permits; (3) July 5, 2023, disbursements; (4) two (2) private well permits: Steve Bonczynski (811 "O" Street) and Thomas and Alice Davis (1121 2nd Street); (5) St. Paul Rescue Squad members: Kerrigan Burk (420 Jay Street - 3B); Brenden Powell (919 Grant Street); and Adam Powell (919 Grant Street). Council member Peters seconded the motion. Council members Kowalski, Schmid, Feeken & Peters voted aye, nays none. Motion carried 4/0.

July 5, 2023 Disbursements

| | |
|--|-----------|
| Gross Wages - June | 100552.20 |
| Amazon Capital Services (books, supplies) | 598.21 |
| Bomgaars (supplies) | 1958.04 |
| Charter/Spectrum (service) | 325.94 |
| Chesterman Company (concessions) | 90.96 |
| City Health Deductible Savings (insurance) | 5445.00 |
| City of St. Paul 125 Plan (insurance) | 100.00 |
| Core & Main (supplies) | 5336.64 |
| Custer County Recycling (Service) | 19.00 |
| Danko (repair) | 1159.30 |
| Deterding's (supplies) | 202.41 |
| Dick's Repair (repair) | 61.08 |
| Dutton-Lainson (supplies) | 2259.77 |
| Egan Supply (supplies) | 80.42 |
| Elan Financial Services (supplies, education, postage, fuel, car wash) | 442.07 |
| Entech Pest Mgmt (service) | 141.80 |
| Hawkins Inc (chemicals) | 5033.01 |
| Helzer, Matt (reimbursement) | 100.00 |
| Homestead Bank Wire Fee: Four Bond Pymts to BOKF (wire fee) | 8.00 |
| Hometown Market (supplies) | 1435.92 |
| Howard Co. Treasurer (Dispatch Fee) | 3122.42 |
| Howard, Dan (reimbursement) | 30.00 |
| Jacobs Ford (supplies) | 225.91 |
| Jarecke Motors (service) | 329.69 |
| LARM (insurance) | 1398.07 |
| Madison Nat'l Life (insurance) | 187.34 |
| Mutual of Omaha (insurance) | 119.88 |
| NE Public Health Environ (lab) | 135.00 |
| Olsson (engineering) | 10730.44 |
| Petty Cash (supplies, fees) | 35.31 |
| Rose Equipment (supplies) | 152.63 |
| Rutjen's Construction (WWTF - Pay Request #11) | 439809.57 |
| Shane's Pump & Windmill (repairs) | 943.24 |
| State of NE Central Svcs (telephone) | 38.34 |
| Thiel's Tire & Auto (service) | 61.14 |
| Van Diest Supply (supplies) | 784.80 |
| Vogel Auto Repair (service) | 360.22 |

Non-General Disbursements

| | |
|---|---------|
| TIF: S Squared Enterprises (June 2023 Tif Proceeds) | 3481.79 |
| TIF: City 1/2 Share of MAD Dev for Assessments (June 2023 Tif Proceeds) | 6044.29 |

| | | |
|---|--|----------|
| TIF: MAD Dev. 1/2 Share | (June 2023 Tif Proceeds) | 6044.29 |
| KENO: GCA Day Committee | (Operating & Fireworks) | 7000.00 |
| Sewer ICS: Dillon Auto Sales: Sewer Vehicle (2014 Ford) | (vehicle) | 38860.00 |
| Sewer ICS: NE Federal Surplus Property: Two (2) Vehicles: | | 56000.00 |
| | (Sewer 2011 Ford F450 and General 2017 Ford XL) (vehicles) | |
| General ICS Withdrawal: For General 2017 Ford XL to Sewer ICS | | 24000.00 |
| Sales Tax: Loup River Distillery Property Improvement (awnings) | | 5000.00 |
| Sales TAX: Northwestern Mutual Property Improvement (awnings) | | 906.64 |
| Sales Tax: Transfer from M. Mmkt Acct to Checking Acct | (transfer) | 75000.00 |
| Sales Tax: Street - Motor Vehicle Tax | (street tax) | 4422.36 |
| Sales Tax: Fire Station Proceeds) | (fire station to pay on bond) | 15801.25 |
| Sales Tax: 25% Infrastructure | (to 25% Infrast fund) | 7900.62 |

St Paul Development Corp. (SPDC) Executive Director Parker Klinginsmith was present to discuss the repair or replacement of the twelve (12) year old St. Paul Civic Center electronic sign. Mr. Klinginsmith stated that there is an LED panel out again. LED panels were replaced in the electronic sign in December 2022 – January 2023, in the amount of approximately \$4,000. Per Mr. Klinginsmith a new LED sign will cost approximately \$45,000 to \$54,000. The Council members agreed unanimously to table the item until more quotes are received by Mayhew Signs, Love Signs and Tri-City Signs.

Council member Schmid moved to approve eliminating the easement restriction that is part of Eighth Street from "N" Street to "O" Street (Original Town). This street is not traveled by the public. An ordinance will be considered at the Monday, July 17, 2023, Council meeting. Council member Feeken seconded the motion. Council members Kowalski, Schmid, Feeken & Peters voted aye, nays none. Motion carried 4/0.

A lengthy discussion ensued between the Mayor and Council members regarding mini-bikes; mopeds; motor scooters; electric bikes; and electric scooters on the streets of St. Paul, NE. The item was placed on the Council agenda, due to Council member Feeken receiving complaints on the subject noted above. Topics of discussion included: allowable uses; definitions; size, registration, helmets, enforcement and education. Chief of Police Dan Howard will coordinate a presentation on E-Bike / Scooter Safety in the near future.

Council member Chuck Schmid exited the City Council meeting at 7:29 p.m.

Council member Peters moved to approve paying the Downey Drilling, Lexington, NE invoice in the amount of \$21,500 for domestic well testing at the City Recycling Center. Payment will be made from the Keno fund. Council member Feeken seconded the motion. Council members Kowalski, Feeken & Peters voted aye, nays none. Motion carried 3/0.

The Mayor and City Council members agreed unanimously to set the 2023-2024 Budget workshop on Wednesday, July 19, 2023 at 5:00 p.m. The workshop will be held in the City Council Chambers.

Utilities Superintendent Helzer updates included: Grover Cleveland Alexander (GCA) Days this weekend (July 7 – July 9, 2023), along with the Solar Farm currently being off line.

Chief of Police Howard updates: (1) provided an updated nuisance list; (2) Police Officer Mathew Sample will be taking the City Oath of Office on Thursday, July 6, 2023 at 4:30 p.m.; and (3) trash at 910 Sheridan Street; a letter is to be sent to the landlord regarding the property.

Mayor Bergman updates: (1) see updated St. Paul Fire and EMS Roster (6/28/23); (2) transfer of \$75,000 from the Sale Tax Money Market account to the Sales Tax Checking account; funds will cover the transfer of the: Street -Motor Vehicle Tax; 25% Infrastructure; and Sales Tax Fire Station 1/2 cent; (3) Special meeting on Wednesday, July 19, 2023 at 1:30 p.m. regarding a Wastewater Treatment Facility WWTF Construction Progress meeting; (4) City received \$16,420 from the Valley County Sheriff's Office regarding Mr. Stethem's agreement amount; (4) the Rural Workforce Housing Land Development grant has changed from the original intention of the program; it is currently not considered a "grant" anymore, rather a zero (0) interest loan with all funds spent/invested in properties required to be a pay back.

Mayor Bergman adjourned the City Council meeting at 7:50 p.m.

Date

Joel M. Bergman, Mayor

Connie Jo Beck, City Clerk/Deputy Treasurer

Disbursements July 17, 2023

| | |
|--|-----------|
| Amazon Capital Services (books) | 563.83 |
| AT&T Mobility (service) | 281.44 |
| Aurora Cooperative (fuel) | 1212.22 |
| BJ's Garage (service) | 313.00 |
| Brehm's Drug (supplies) | 39.60 |
| Cengage Learning (books) | 198.51 |
| Central District Health Dept (lab) | 126.00 |
| Charter/Spectrum (service) | 127.95 |
| City Lights (utilities) | 8902.20 |
| Clearfly (service) | 193.45 |
| COR Managed Services (computer) | 1526.00 |
| Core & Main (supplies) | 233.08 |
| Cornhusker Marriott Hotel (lodging) | 833.00 |
| Custer County Recycling (service) | 15.80 |
| Dick's Repair (repair) | 120.83 |
| Dutton Lainson (supplies) | 2679.62 |
| Eakes Office Solutions (service) | 50.48 |
| Galls (uniforms, tools) | 814.37 |
| Heartland Disposal (service) | 6131.59 |
| Heritage Bank (City Account) Utility Billing ACH Fee (fee) | 25.00 |
| Homestead Bank (ACH fees) | 37.40 |
| Hometown Market (supplies) | 163.66 |
| Howard Greeley RPPD (utilities) | 169776.82 |
| Jim's Champlin (fuel) | 2485.63 |
| John Deere Financial (supplies) | 63.12 |
| Mid-American Research (supplies) | 188.58 |
| Mid-Nebraska Disposal (service) | 4400.08 |
| NE Power Review Board (dues) | 314.26 |
| One Call Concepts (service) | 24.30 |
| Open Caret (service) | 200.00 |
| Overland Ready Mixed (concrete) | 2444.43 |
| Parts Bin (supplies) | 201.11 |
| Phonograph Herald (publish) | 452.93 |
| Psychological Resources (service) | 150.00 |
| Quick Med Claims (service) | 1315.69 |
| Smith Welding (service) | 134.97 |
| St. Paul Veterinary Clinic (service) | 337.56 |
| Thiel's Tire & Auto (service) | 2092.74 |
| Triple T Disposal (service) | 188.50 |
| US Post Office (postage) | 525.00 |
| Vogel Auto Repair (service) | 1602.84 |

Non-General Disbursements

| | |
|--|----------|
| Keno: Downey Drilling (test wells) | 21500.00 |
| Sales Tax: 25% Infrastructure - RVW Inc (GIS conversion) | 5050.00 |

CITY OF ST PAUL

07/10/23 3:43 PM

Page 1

***Check Detail Register©**

Batch: Disb July17 2023

| Check # | Check Date | Vendor Name | Amount | Invoice | Comment |
|-----------------------|-----------------|----------------------------------|----------|------------|---|
| 11100 CHECKING | | | | | |
| 70012 | 07/17/23 | AMAZON CAPITAL SERVICES | | | |
| E 44-20-242 | | BOOKS | \$34.88 | 11JD-HPP4- | Lib - books |
| E 44-20-242 | | BOOKS | \$16.99 | 1K19-HKLM- | Lib - books |
| E 44-20-242 | | BOOKS | \$20.98 | 1KDW-7PHX | Lib - books |
| E 44-20-310 | | OFFICE SUPPLIES | \$219.50 | 1N9X-WXKY- | Lib - scanner |
| E 44-20-242 | | BOOKS | \$109.98 | 1N9X-WXKY- | Lib - books |
| E 44-20-242 | | BOOKS | \$127.83 | 1NCX-TT9K- | Lib - books |
| E 44-20-242 | | BOOKS | \$18.00 | 1X1H-YK7V- | Lib - books |
| E 44-20-242 | | BOOKS | \$15.67 | 1YQ4-MDXX- | Lib - books |
| | | Total | \$563.83 | | |
| 70013 | 07/17/23 | AT&T MOBILITY | | | |
| E 32-20-220 | | COMMUNICATION | \$281.44 | 06282023 | Pol - cell phones & internet in patrol vehicles |
| | | Total | \$281.44 | | |
| 70014 | 07/17/23 | AURORA CO-OP ELEVATOR CO. | | | |
| E 02-20-270 | | UTILITY R & M | \$44.32 | 5730042 | Wtr - gate post for Well #95A |
| E 32-20-231 | | CITY GAS & OIL | \$18.66 | 96393 | Pol - #94 unleaded |
| E 32-20-231 | | CITY GAS & OIL | \$28.84 | 96395 | Pol - #95 unleaded |
| E 32-20-231 | | CITY GAS & OIL | \$32.03 | 96573 | Pol - #95 unleaded |
| E 03-20-231 | | CITY GAS & OIL | \$28.05 | 96575 | Swr - #93 unleaded |
| E 02-20-231 | | CITY GAS & OIL | \$58.48 | 96594 | Wtr - #1 unleaded |
| E 32-20-231 | | CITY GAS & OIL | \$28.94 | 96652 | Pol - #97 unleaded |
| E 36-20-231 | | CITY GAS & OIL | \$26.92 | 96663 | EMS - #93 unleaded |
| E 32-20-231 | | CITY GAS & OIL | \$22.44 | 96685 | Pol - #94 unleaded |
| E 32-20-231 | | CITY GAS & OIL | \$22.45 | 96742 | Pol - #97 unleaded |
| E 32-20-231 | | CITY GAS & OIL | \$19.42 | 96823 | Pol - #94 unleaded |
| E 32-20-231 | | CITY GAS & OIL | \$36.81 | 96865 | Pol - #96 unleaded |
| E 02-20-231 | | CITY GAS & OIL | \$61.90 | 96896 | Wtr - #1 unleaded |
| E 32-20-231 | | CITY GAS & OIL | \$16.46 | 96934 | Pol - #94 unleaded |
| E 32-20-231 | | CITY GAS & OIL | \$10.68 | 96946 | Pol - #94 unleaded |
| E 32-20-231 | | CITY GAS & OIL | \$42.98 | 96965 | Pol - #96 unleaded |
| E 32-20-231 | | CITY GAS & OIL | \$17.15 | 97104 | Pol - #94 unleaded |
| E 21-20-231 | | CITY GAS & OIL | \$47.78 | 97120 | Strs - #2 unleaded |
| E 32-20-231 | | CITY GAS & OIL | \$23.47 | 97210 | Pol - #94 unleaded |
| E 32-20-231 | | CITY GAS & OIL | \$32.58 | 97257 | Pol - #95 unleaded |
| E 32-20-231 | | CITY GAS & OIL | \$37.48 | 97263 | Pol - #96 unleaded |
| E 32-20-231 | | CITY GAS & OIL | \$14.85 | 98352 | Pol - #93 unleaded |
| E 02-20-231 | | CITY GAS & OIL | \$57.56 | 98356 | Wtr - #1 unleaded |
| E 32-20-231 | | CITY GAS & OIL | \$32.35 | 98381 | Pol - #96 unleaded |
| E 32-20-231 | | CITY GAS & OIL | \$18.84 | 98392 | Pol - #94 unleaded |
| E 03-20-231 | | CITY GAS & OIL | \$29.71 | 98416 | Swr - #93 unleaded |
| E 01-20-231 | | CITY GAS & OIL | \$25.31 | 98464 | Lgts - #93 unleaded |
| E 03-20-231 | | CITY GAS & OIL | \$31.51 | 98515 | Swr - #93 unleaded |
| E 32-20-231 | | CITY GAS & OIL | \$37.82 | 98528 | Pol - #96 unleaded |
| E 32-20-231 | | CITY GAS & OIL | \$31.54 | 98611 | Pol - #96 unleaded |
| E 32-20-231 | | CITY GAS & OIL | \$31.37 | 98615 | Pol - #94 unleaded |
| E 32-20-231 | | CITY GAS & OIL | \$34.02 | 98703 | Pol - #96 unleaded |

CITY OF ST PAUL

***Check Detail Register©**

Batch: Disb July17 2023

| Check # | Check Date | Vendor Name | Amount | Invoice | Comment |
|--------------|-----------------|-------------------------------------|------------|-------------|---|
| E 32-20-231 | | CITY GAS & OIL | \$32.49 | 98761 | Pol - #95 unleaded |
| E 32-20-231 | | CITY GAS & OIL | \$25.38 | 98815 | Pol - #94 unleaded |
| E 32-20-231 | | CITY GAS & OIL | \$32.64 | 98862 | Pol - #96 unleaded |
| E 02-20-231 | | CITY GAS & OIL | \$70.08 | 98890 | Wtr - #1 unleaded |
| E 31-20-231 | | CITY GAS & OIL | \$9.08 | 98930 | Fire - #51 hwy diesel |
| E 31-20-231 | | CITY GAS & OIL | \$39.83 | 98931 | Fire - #57 unleaded (NO RECEIPT) |
| | | Total | \$1,212.22 | | |
| 70015 | 07/17/23 | BJ S GARAGE LLC | | | |
| E 21-20-271 | | VEHICLE R & M | \$313.00 | 1063 | Strs - #6 replace faulty multi-function switch |
| | | Total | \$313.00 | | |
| 70016 | 07/17/23 | BREHM'S DRUG, INC. | | | |
| E 36-20-320 | | MERCH & SUPPLY | \$39.60 | 17329 | EMS - candy for GCA Days parade |
| | | Total | \$39.60 | | |
| 70017 | 07/17/23 | CENGAGE LEARNING INC / GALE | | | |
| E 44-20-242 | | BOOKS | \$40.17 | 81396552 | Lib - books |
| E 44-20-242 | | BOOKS | \$158.34 | 81464115 | Lib - books |
| | | Total | \$198.51 | | |
| 70018 | 07/17/23 | CENTRAL DISTRICT HEALTH DEPT | | | |
| E 02-20-232 | | LAB SAMPLE | \$126.00 | 24157 | Wtr - water testing - coliform |
| | | Total | \$126.00 | | |
| 70019 | 07/17/23 | CHARTER/SPECTRUM | | | |
| E 02-20-220 | | COMMUNICATION | \$127.95 | 11552107062 | Wtr - phone & internet at WTP |
| | | Total | \$127.95 | | |
| 70020 | 07/17/23 | CITY OF ST PAUL LIGHT | | | |
| E 10-20-261 | | CITY LIGHTS | \$790.82 | | Gen - City, Sr Cntr & siren utilities |
| E 31-20-261 | | CITY LIGHTS | \$202.29 | | Fire house utilities |
| E 42-20-261 | | CITY LIGHTS | \$950.86 | | Park - park, batting cage, ball fields, concession stand & well utilities |
| E 41-20-261 | | CITY LIGHTS | \$1,370.66 | | Pool - utilities |
| E 03-20-261 | | CITY LIGHTS | \$268.93 | | Swr - sewer lagoon & aerator utilities |
| E 21-20-261 | | CITY LIGHTS | \$2,176.76 | | Strs - street lights & yard lights |
| E 02-20-261 | | CITY LIGHTS | \$2,578.44 | | Wtr - treatment plant & city well utilities |
| E 34-20-261 | | CITY LIGHTS | \$30.32 | | Cem - cemetery utilities |
| E 44-20-261 | | CITY LIGHTS | \$533.12 | | Lib - library utilities |
| | | Total | \$8,902.20 | | |
| 70021 | 07/17/23 | CORE & MAIN | | | |
| E 02-20-272 | | TOOLS | \$233.08 | T131071 | Wtr - socket-tite |
| | | Total | \$233.08 | | |
| 70022 | 07/17/23 | CORNHUSKER MARRIOTT | | | |
| E 10-20-210 | | PROF&SCHOOLS | \$357.00 | | Gen - hotel room during LONM conference for Connie Jo Beck |
| E 10-20-210 | | PROF&SCHOOLS | \$238.00 | | Gen - hotel room during LONM conference for Laura Berthelsen |

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| Check # | Check Date | Vendor Name | Amount | Invoice | Comment |
|--------------|------------|------------------------------------|--------------|-----------|--|
| E 10-20-210 | | PROF&SCHOOLS | \$238.00 | | Gen - hotel room during LONM conference for Sally Einspahr |
| | | Total | \$833.00 | | |
| 70023 | 07/17/23 | CUSTER COUNTY RECYCLING | | | |
| E 04-20-325 | | Recycle Delivery | \$15.80 | 547 | Lndfl - recycling trailer |
| | | Total | \$15.80 | | |
| 70024 | 07/17/23 | DICKS REPAIR | | | |
| E 04-20-271 | | VEHICLE R & M | \$120.83 | 34219 | Lndfl - #2 oil change |
| | | Total | \$120.83 | | |
| 70025 | 07/17/23 | DUTTON-LAINSON CO. | | | |
| E 01-20-270 | | UTILITY R & M | \$587.87 | 877496-3 | Lgts - 1/0 terminator |
| E 21-20-270 | | UTILITY R & M | \$1,735.34 | 880982-1 | Strs - street lights |
| E 01-20-270 | | UTILITY R & M | \$356.41 | S32810-1 | Lgts - decals for transformers |
| | | Total | \$2,679.62 | | |
| 70026 | 07/17/23 | EAKES OFFICE SOLUTIONS | | | |
| E 44-20-520 | | BLDG/ R & M | \$50.48 | INV467317 | Lib - copier agmt |
| | | Total | \$50.48 | | |
| 70027 | 07/17/23 | GALLS INC | | | |
| E 32-20-268 | | Uniforms | \$814.37 | 25005306 | Pol - uniforms for Officer Sample |
| | | Total | \$814.37 | | |
| 70028 | 07/17/23 | HEARTLAND DISPOSAL INC | | | |
| E 04-20-324 | | SANITATION HAULING | \$6,131.59 | | Lndfl - sanitation hauling |
| | | Total | \$6,131.59 | | |
| 70029 | 07/17/23 | HOMESTEAD BANK | | | |
| E 10-20-209 | | Pay ACH Fee | \$37.40 | | Gen - ACH fees |
| | | Total | \$37.40 | | |
| 70030 | 07/17/23 | HOMETOWN MARKET | | | |
| E 42-20-270 | | UTILITY R & M | \$146.00 | 3500 | Park - garbage bags and tri-fold towels |
| E 42-20-270 | | UTILITY R & M | \$6.89 | 3512a | Park - garbage bags for trash cans |
| E 32-20-211 | | ADM. & DUES | \$10.77 | 7981 | Pol - water and ice during GCA Days |
| | | Total | \$163.66 | | |
| 70031 | 07/17/23 | HOWARD GREELEY RURAL PUBLIC | | | |
| E 34-20-260 | | PUBLIC UTILITY | \$61.44 | | Public utilities - cemetery |
| E 02-20-260 | | PUBLIC UTILITY | \$341.38 | | Public utilities at North well |
| E 02-20-260 | | PUBLIC UTILITY | \$348.16 | | Public utilities at East well |
| E 02-20-260 | | PUBLIC UTILITY | \$37.56 | | Public utilities at Cargill |
| E 02-20-260 | | PUBLIC UTILITY | \$830.03 | | Pulic utilities at West well |
| E 01-20-260 | | PUBLIC UTILITY | \$167,945.62 | | Public utilities - lights |
| E 01-20-270 | | UTILITY R & M | \$212.63 | 2485 | Lgts - battery for substation |
| | | Total | \$169,776.82 | | |
| 70032 | 07/17/23 | JIMS CHAMPLIN INC | | | |
| E 31-20-231 | | CITY GAS & OIL | (\$148.41) | | Fire - payment by Fire Dept for propane |

CITY OF ST PAUL

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| Check # | Check Date | Vendor Name | Amount | Invoice | Comment |
|-------------|------------|----------------|------------|---------|-------------------------------------|
| E 01-20-231 | | CITY GAS & OIL | (\$53.71) | | Lgts - unleaded credit |
| E 42-20-231 | | CITY GAS & OIL | (\$35.81) | | Park - unleaded credit |
| E 31-20-231 | | CITY GAS & OIL | (\$10.20) | | Fire - hwy diesel credit |
| E 21-20-231 | | CITY GAS & OIL | \$100.02 | 222908 | Strs - #17 off road diesel |
| E 21-20-231 | | CITY GAS & OIL | \$69.12 | 222912 | Strs - #13 off road diesel |
| E 01-20-231 | | CITY GAS & OIL | \$20.00 | 222974 | Lgts - #3 unleaded |
| E 01-20-231 | | CITY GAS & OIL | \$92.03 | 222995 | Lgts - #16 unleaded |
| E 03-20-231 | | CITY GAS & OIL | \$27.38 | 222998 | Swr - #19 off road diesel |
| E 42-20-231 | | CITY GAS & OIL | \$134.72 | 223000 | Park - unleaded for mowers |
| E 03-20-231 | | CITY GAS & OIL | \$77.00 | 223851 | Swr - #8 unleaded |
| E 31-20-231 | | CITY GAS & OIL | \$48.01 | 223947 | Fire - #51 hwy diesel |
| E 21-20-231 | | CITY GAS & OIL | \$98.70 | 223975 | Strs - #6 unleaded |
| E 21-20-231 | | CITY GAS & OIL | \$28.90 | 223976 | Strs - unleaded for mosquito fogger |
| E 42-20-231 | | CITY GAS & OIL | \$48.60 | 224002 | Park - off road diesel for mowers |
| E 03-20-231 | | CITY GAS & OIL | \$28.28 | 224016 | Swr - #93 unleaded |
| E 01-20-231 | | CITY GAS & OIL | \$85.57 | 224034 | Lgts - #40W unleaded |
| E 31-20-231 | | CITY GAS & OIL | \$148.41 | 224068 | Fire - propane |
| E 21-20-231 | | CITY GAS & OIL | \$104.72 | 224098 | Strs - #18 off road diesel |
| E 31-20-231 | | CITY GAS & OIL | \$12.13 | 224113 | Fire - unleaded for gas can |
| E 31-20-231 | | CITY GAS & OIL | \$12.00 | 224114 | Fire - unleaded for gas can |
| E 31-20-231 | | CITY GAS & OIL | \$52.19 | 224115 | Fire - #50 unleaded |
| E 31-20-231 | | CITY GAS & OIL | \$7.50 | 224115 | Fire - unleaded for gas can |
| E 31-20-231 | | CITY GAS & OIL | \$30.23 | 224115 | Fire - #51 hwy diesel |
| E 03-20-231 | | CITY GAS & OIL | \$81.18 | 224165 | Swr - #8 unleaded |
| E 32-20-231 | | CITY GAS & OIL | \$37.75 | 224191 | Pol - #95 unleaded |
| E 21-20-231 | | CITY GAS & OIL | \$86.03 | 224205 | Strs - #6 unleaded |
| E 21-20-231 | | CITY GAS & OIL | \$60.91 | 224238 | Strs - #44 off road diesel |
| E 42-20-231 | | CITY GAS & OIL | \$55.63 | 224244 | Park - unleaded for mowers |
| E 01-20-231 | | CITY GAS & OIL | \$80.00 | 224260 | Lgts - #40W unleaded |
| E 03-20-231 | | CITY GAS & OIL | \$81.54 | 224288 | Swr - #8 unleaded |
| E 21-20-231 | | CITY GAS & OIL | \$113.26 | 224356 | Strs - #18 off road diesel |
| E 34-20-231 | | CITY GAS & OIL | \$154.08 | 225029 | Cem - unleaded for mowers |
| E 01-20-231 | | CITY GAS & OIL | \$67.23 | 225050 | Lgts - #49 hwy diesel |
| E 04-20-231 | | CITY GAS & OIL | \$38.99 | 225074 | Lndfl - #2 unleaded |
| E 21-20-231 | | CITY GAS & OIL | \$88.00 | 225080 | Strs - #17 off road diesel |
| E 42-20-231 | | CITY GAS & OIL | \$134.54 | 225090 | Park - unleaded for mowers |
| E 42-20-231 | | CITY GAS & OIL | \$45.98 | 225226 | Park - off road diesel for mowers |
| E 21-20-231 | | CITY GAS & OIL | \$108.88 | 225310 | Strs - #7 off road diesel |
| E 31-20-231 | | CITY GAS & OIL | \$9.56 | 225316 | Fire - #51 hwy diesel |
| E 02-20-231 | | CITY GAS & OIL | \$35.56 | 225325 | Wtr - unleaded for gas cans |
| E 01-20-231 | | CITY GAS & OIL | \$76.08 | 225330 | Lgts - #40W unleaded |
| E 01-20-231 | | CITY GAS & OIL | \$58.50 | 225353 | Lgts - #5 unleaded |
| E 01-20-231 | | CITY GAS & OIL | \$94.55 | 225357 | Lgts - #16 unleaded |
| | | Total | \$2,485.63 | | |

70033 07/17/23 JOHN DEERE FINANCIAL

E 42-20-270 UTILITY R & M \$63.12 3538272 Park - parts for 750 tractor

Total \$63.12

CITY OF ST PAUL

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| Check # | Check Date | Vendor Name | Amount | Invoice | Comment |
|--------------|-----------------|---------------------------------------|------------|-----------|--|
| 70034 | 07/17/23 | MID-AMERICAN RESEARCH CHEMICAL | | | |
| E 03-20-270 | | UTILITY R & M | \$188.58 | 794710-IN | Swr - foam hand sanitizer |
| | | Total | \$188.58 | | |
| 70035 | 07/17/23 | MID-NEBRASKA DISPOSAL INC | | | |
| E 04-20-324 | | SANITATION HAULING | \$4,400.08 | | Lndfl - sanitation hauling |
| | | Total | \$4,400.08 | | |
| 70036 | 07/17/23 | NEBRASKA POWER REVIEW BOARD | | | |
| E 01-20-211 | | ADM. & DUES | \$314.26 | | Lgts - annual electrical assessment |
| | | Total | \$314.26 | | |
| 70037 | 07/17/23 | ONE CALL CONCEPTS, INC | | | |
| E 01-20-220 | | COMMUNICATION | \$8.10 | 3060197 | Lgts - Digger's hotline |
| E 02-20-220 | | COMMUNICATION | \$8.10 | 3060197 | Wtr - Digger's hotline |
| E 03-20-220 | | COMMUNICATION | \$8.10 | 3060197 | Swr - Digger's hotline |
| | | Total | \$24.30 | | |
| 70038 | 07/17/23 | OPEN CARET | | | |
| E 10-20-211 | | ADM. & DUES | \$200.00 | 5747 | Gen - website hosting & maintenance |
| | | Total | \$200.00 | | |
| 70039 | 07/17/23 | OVERLAND READY MIXED | | | |
| E 21-20-340 | | SAND, GRAVEL, SALT | \$313.65 | IV43286 | Strs - road gravel |
| E 21-20-280 | | Concrete - Streets | \$1,102.13 | TX109305 | Strs - concrete for Elm & Jackson Streets |
| E 21-20-280 | | Concrete - Streets | \$1,028.65 | TX109344 | Strs - concrete for Elm & Jackson Streets |
| | | Total | \$2,444.43 | | |
| 70040 | 07/17/23 | PARTS BIN, INC. | | | |
| E 21-20-271 | | VEHICLE R & M | \$10.49 | 987441 | Strs - #4D transmission fluid |
| E 04-20-271 | | VEHICLE R & M | \$58.99 | 987630 | Lndfl - #2 eraser pads |
| E 21-20-271 | | VEHICLE R & M | \$67.65 | 987682 | Strs - #6 transmission fluid, blower motor resistor |
| E 04-20-271 | | VEHICLE R & M | \$63.98 | 988013 | Lndfl - #2 lift support for new tool box |
| | | Total | \$201.11 | | |
| 70041 | 07/17/23 | PHONOGRAPH-HERALD | | | |
| E 21-20-240 | | PUBLISH / CODIF | \$11.52 | | Strs - publish public hng notice for 1 & 6 year plan |
| E 10-20-240 | | PUBLISH / CODIF | \$441.41 | | Gen - publish mtg notices and minutes, notices of public hng |
| | | Total | \$452.93 | | |
| 70042 | 07/17/23 | PSYCHOLOGICAL RESOURCES | | | |
| E 32-20-210 | | PROF&SCHOOLS | \$150.00 | 2306218 | Poi - psychological evaluation of new officer |
| | | Total | \$150.00 | | |
| 70043 | 07/17/23 | SMITH WELDING SHOP, INC | | | |
| E 03-20-271 | | VEHICLE R & M | \$134.97 | 25829 | Swr - #8 build 8 hangers for road cones |
| | | Total | \$134.97 | | |
| 70044 | 07/17/23 | ST PAUL VETERINARY CLINIC, P.C | | | |
| E 32-20-218 | | ANIMAL CONTROL | \$337.56 | 242527 | Poi - boarding of stray cat |

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| Check # | Check Date | Vendor Name | Amount | Invoice | Comment |
|-----------------------|-----------------|--------------------------------------|---------------------|---------|---|
| Total | | | \$337.56 | | |
| 70045 | 07/17/23 | THIELS TIRE & AUTO REPAIR | | | |
| E 42-20-270 | | UTILITY R & M | \$23.54 | 32036 | Park - tire repair for 920 mower |
| E 02-20-271 | | VEHICLE R & M | \$2,069.20 | 32037 | Wtr - #1 tires, replace front brake pads, replace front & back shocks |
| Total | | | \$2,092.74 | | |
| 70046 | 07/17/23 | TRIPLE T DISPOSAL | | | |
| E 04-20-324 | | SANITATION HAULING | \$188.50 | | Lndfl - sanitation hauling |
| Total | | | \$188.50 | | |
| 70047 | 07/17/23 | U S POSTAL SERVICE | | | |
| E 01-20-313 | | POSTAGE | \$165.00 | | Lgts - postage |
| E 02-20-313 | | POSTAGE | \$165.00 | | Wtr - postage |
| E 03-20-313 | | POSTAGE | \$165.00 | | Swr - postage |
| E 04-20-313 | | POSTAGE | \$30.00 | | Lndfl - postage |
| Total | | | \$525.00 | | |
| 70048 | 07/17/23 | VOGEL AUTO REPAIR, LLC | | | |
| E 32-20-271 | | VEHICLE R & M | \$1,077.98 | 11358 | Pol - #94 replace front & rear brake pads and rotors |
| E 03-20-271 | | VEHICLE R & M | \$524.86 | 11377 | Swr - #8 replace front & rear brake pads |
| Total | | | \$1,602.84 | | |
| 11100 CHECKING | | | \$208,427.45 | | |

Fund Summary

| <u>11100 CHECKING</u> | |
|-----------------------|--------------|
| 01 LIGHTS | \$170,135.45 |
| 02 WATER | \$7,192.80 |
| 03 SEWER | \$1,675.09 |
| 04 LANDFILL | \$11,048.76 |
| 10 GENERAL | \$2,302.63 |
| 21 STREETS | \$7,665.51 |
| 31 FIREMEN | \$412.62 |
| 32 POLICE | \$3,391.56 |
| 34 CEMETERY | \$245.84 |
| 36 AMBULANCE | \$66.52 |
| 41 POOL | \$1,370.66 |
| 42 PARK | \$1,574.07 |
| 44 LIBRARY | \$1,345.94 |
| | \$208,427.45 |

St. Paul Fire Department & Rescue Squad

824 6th. Street
St. Paul, NE 68873

Phone (308) 754-5254

MEMBERSHIP APPLICATION

Firefighter

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

7-17-23

[Signature] 14 May 2023
SIGNATURE OF APPLICANT DATE

SIGNATURE OF SPFD TRUSTEE DATE

SIGNATURE OF SPFD TRUSTEE DATE

SIGNATURE OF SPFD TRUSTEE DATE

Applicant information: NAME Adam Powell
ADDRESS 919 Grant St
St Paul, NE 68873
BIRTHDATE 16 April 1984
PHONE 531-229-2565
EMT LICENSE # _____
DRIVERS LICENSE # H13458564
SOCIAL SECURITY # _____
CELL PHONE CARRIER Verizon

VOTED "YES" by Majority vote at St. Paul Vol. Fire Dept. Meeting on _____, ____.

Signature of SPFD Fire Chief - Date Signature of SPFD Secretary - Date

[Handwritten mark]

AGENDA ITEM REQUEST FORM

Anyone wishing to place an item 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: July 17th 2023

Requested Agenda Item: Discuss New sign for Civic Center

Please state your Agenda Item (please be specific, providing documentation if available):

Watch Fire Signs is doing a rebate on old signs for month of July.

The new sign will be about \$3,000 off.

What action do you want the City Council to take? Approve or Deny ~~go~~ ordering new sign in July.

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

Name (please print): Parker Klinginsmith

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: _____



MANUFACTURING AGREEMENT

3030 W. OLD HWY. 30
 GRAND ISLAND, NE 68803
 P.O. BOX 5791
 GRAND ISLAND, NE 68802
 PHONE: 308-381-5525
 FAX: 308-381-5528

| | | |
|------------------------------|---------------|----------------|
| In Agreement With | Phone | Date |
| <u>St. Paul Civic Center</u> | <u>N/A</u> | <u>7/12/23</u> |
| Street | Job Name | |
| <u>423 Howard Ave</u> | <u>Same</u> | |
| City, State and Zip Code | Job Location | |
| <u>St. Paul, NE 68873</u> | <u>Same</u> | |
| Architect | Date of Plans | Job Phone |
| | | |

Love Signs of Grand Island, L.L.C., by its acceptance, hereof agrees to furnish the following work hereafter and on page two referred to as the Display System and according to the print attached hereto and made a part of this agreement.

UPDATE MESSAGE CENTER

Remove and discard existing Watchfire Message Center.

Furnish and install new double sided 10mm Watchfire Message Center. 90 x 240 pixel matrix can display highly detailed images, text, and video clips. Communication to be 4G data through Verizon and is included for the life of the sign. Comes with a 5 year parts warranty, online training, and Ignite cloud based software.

PRICE: \$44,566.00

July Rebate: \$2,880.00

TOTAL: \$41,686.00 (good thru July 31 st)

NOTES:

*Exterior signage subject to permit being approved by city

PAGE 1 OF 1

All signs are custom built products and, at the option of seller, require payment in advance with order. Installation price is due upon installation. 50% due upon acceptance and the balance due upon installation. 2% discount if paid in full upon acceptance. Contract prices are guaranteed for 14 days and may be subject to change after that time.

This contract, with all conditions as noted, is herewith accepted by both parties.

| | |
|---|---|
| <u>Derek Beck</u> Sales Representative | <u>St. Paul Civic Center</u> Purchaser |
| Love Signs of Grand Island, L.L.C. | By _____ |
| By _____ | Title _____ |
| Title _____ | Guaranteed By _____ |
| | Acceptance Date _____ |

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 AT **5:00 P.M., WEDNESDAY, JULY 19, 2023**, IN THE CITY COUNCIL CHAMBERS. THIS MEETING WILL BE OPEN TO THE PUBIC. AN AGENDA FOR SUCH A 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 THE MEETING IS FOR THE **2023-2024 BUDGET WORKSHOP**. POST THIS 6TH DAY OF JULY 2023.



CONNIE JO BECK
CITY CLERK/DEPUTY TREASURER

City of St. Paul Certificates of Deposits

06/30/2023

| BANK | CD # | MATURITY DATE | AMOUNT | TERM | CURRENT RATE | INTEREST |
|-------------------------------------|--------|---------------|---------------------|-----------|--------------|----------------|
| | | | | | | |
| General (Citizens) | 109366 | 11/15/23 | \$63,908.64 | 60 Months | 3.20% | Mthly Compound |
| General (Citizens) | 109367 | 11/15/23 | \$63,897.12 | 60 Months | 3.20% | Mthly Compound |
| | | | | | | |
| | | Total | \$127,805.76 | | | |
| | | | | | | |
| | | | | | | |
| HANGE TO MARCH 2023 INTEREST | | | | | | |
| | | | | | | |
| | | | | | | |
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| | | | | | | |

City of St. Paul
Receipts

| Date | From | Account | Description & Breakdown | Amount | | | | | |
|-----------|--|---------|---------------------------|-------------|-----|--|--|--|--|
| 6/2/2022 | Wisconsin Phy Serv | | HCCLAIMPMT | 399.09 | ACH | | | | |
| 6/5/2023 | State of Ne | | HHS NFO | 4,138.00 | ACH | | | | |
| 6/6/2023 | Quick Med Claims LLC | | St Paul Rescue | 1,213.80 | ACH | | | | |
| 6/6/2023 | State of NE | | HHS NFO | 300.00 | ACH | | | | |
| 6/7/2023 | Quick Med Claims LLC | | St Paul Rescue | 185.37 | ACH | | | | |
| 6/8/2023 | Wisconsin Phy Serv | | HCCLAIMPMT | 369.66 | ACH | | | | |
| 6/8/2023 | Quick Med Claims LLC | | St Paul Rescue | 863.00 | ACH | | | | |
| 6/12/2023 | Howard Co. Treasurer | VP Bond | Collections | 10,030.82 | | | | | |
| 6/12/2023 | Howard Co. Treasurer | | Collections | 46,697.09 | | | | | |
| | | | General | \$ 8,584.82 | | | | | |
| | | | Fire | 1,704.41 | | | | | |
| | | | Police | 17,044.07 | | | | | |
| | | | Cemetery | 1,704.41 | | | | | |
| | | | Pool | 4,261.02 | | | | | |
| | | | Park | 3,834.92 | | | | | |
| | | | Rec | 426.10 | | | | | |
| | | | Library | 4,687.12 | | | | | |
| | | | Senior Center | 426.10 | | | | | |
| | | | Streets | 4,024.12 | | | | | |
| 6/12/2023 | State of NE | | HHS NFO | 298.00 | ACH | | | | |
| 6/12/2023 | State of NE | | SRF FDS Expended 83.84% | 586,285.00 | ACH | | | | |
| 6/13/2023 | 5/3 Bankcard Sys | | USO*St Paul Rescue Serv | 102.33 | ACH | | | | |
| 6/13/2023 | City of St Paul-C. Hamilton | Paving | Prin \$31.16 Int \$8.84 | 40.00 | | | | | |
| 6/13/2023 | City of St Paul-Dora Johnson | Paving | Prin \$171.29 Int \$28.71 | 200.00 | | | | | |
| 6/13/2023 | City of St Paul | VP Bond | Goodenberger | 65.00 | | | | | |
| | | Water | Prin \$25.17 Int \$.83 | | | | | | |
| | | Sewer | Prin \$37.76 Int \$1.24 | | | | | | |
| 6/14/2023 | Wisconsin Phy Serv | | HCCLAIMPMT | 402.14 | ACH | | | | |
| 6/14/2023 | BCBSNE | | St Paul Rescue | 94.30 | ACH | | | | |
| 6/14/2023 | State of NE | | HHS NFO | 335.00 | ACH | | | | |
| 6/15/2023 | Quick Med Claims LLC | | St Paul Rescue | 623.46 | ACH | | | | |
| 6/16/2023 | NE Claims | | HCCLAIMPMT | 215.17 | ACH | | | | |
| 6/19/2023 | City of St Paul-from Howard County Foundation Inc. | | Grant Summer Lego Pro | 1,739.00 | | | | | |
| 6/20/2023 | 5/3 Bankcard Sys | | USO*St Paul Rescue Serv | 150.00 | ACH | | | | |
| 6/20/2023 | State of NE | | 956 13th Ave | 74.95 | ACH | | | | |
| 6/21/2023 | Wisconsin Phy Serv | | HCCLAIMPMT | 1,604.95 | ACH | | | | |
| 6/21/2023 | BCBSNE | | St Paul Rescue | 576.43 | ACH | | | | |
| 6/21/2023 | State of NE | | April 2023 Sales Tax | 51,826.09 | ACH | | | | |
| 6/23/2023 | Quick Med Claims, LLC | | St Paul Rescue | 103.63 | ACH | | | | |
| 6/28/2023 | Wisconsin Phy Serv | | HCCLAIMPMT | 399.09 | ACH | | | | |
| 6/28/2023 | Pay Plus | | St Paul Rescue | 93.33 | ACH | | | | |
| 6/28/2023 | BCBSNE | | St Paul Rescue | 583.95 | ACH | | | | |

City of St. Paul
Receipts

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|-----------------|---|-------|------------------------------|-----------|-----|--|--|--|--|
| 6/29/2023 | 5/3 Bankcard Sys | | USO*St Paul Rescue Serv | 293.07 | ACH | | | | |
| 6/29/2023 | State of NE | | 4th Dist Muni Equalizt | 63,985.53 | ACH | | | | |
| 6/30/2023 | City of St Paul-Valley County | | Sheriff's Office | 16,419.99 | | | | | |
| 6/30/2023 | Homestead Bank Interest on 300100027 | | | 2,272.83 | | | | | |
| Other Accounts: | | | | | | | | | |
| 6/2/2023 | City Office - State of Nebraska - to Light 300-504-981 - North Yards Rent | | | 250.00 | | | | | |
| 6/29/2023 | City Office-State of NE-to Light 300-504-981-North Yards Rent | | | 250.00 | | | | | |
| 6/13/2023 | City Office - St. Paul Keno to Keno 300-504-409 | | | 6,041.14 | | | | | |
| | 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 | | | | | | | | |
| 6/6/2023 | City Office- Teresa's Floral to REDLG 300-301-465 | | Prin \$260.35 Int \$11.13 | 271.48 | | | | | |
| 6/2/2023 | City Office - Vogel payment to REDLG 300-301-465 | | Prin \$1189.00 Int \$62.00 | 1,251.00 | | | | | |
| 6/5/2023 | 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 | | | | | | | | |
| 6/26/2023 | City Office - Bed Head Coffee payment to Sales Tax 300-504-420 | | Prin \$489.92 Int \$160.08 | 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 | | | | | | | | |
| 6/13/2023 | City Office - County Cage payment to Sales Tax 300-504-420 | | Prin \$478.40 Int \$96.60 | 575.00 | | | | | |
| 6/13/2023 | City Office - Bootlegger payment to REDLG 300-301-465 | REDLG | Prin \$1,261.42 Int \$167.20 | 1,428.62 | | | | | |
| 6/13/2023 | City Office - Bootlegger payment to Sales Tax 300-504-420 | LB840 | Prin \$788.39 Int \$104.50 | 892.89 | | | | | |
| 6/13/2023 | City of St Paul-Park- From Kramers Auto Parts 772-682 | | Aluminum Cans | 201.00 | | | | | |
| 6/20/2023 | City of St Paul-Elmwood Cemetery-Perpetual Care 753-122 | | Ron Synowski | 600.00 | | | | | |
| | | | Gary & Kathy Ewers | | | | | | |
| | | | Wayne & Susan Knapp | | | | | | |
| 6/12/2023 | Howard Co. Treasurer-TIF Excess Prairie Falls #8652 300-505-036 | | | 357.09 | | | | | |
| 6/12/2023 | Howard Co. Treasurer-TIF Excess Dalton Meadows #8653 300-505-036 | | | 2,760.56 | | | | | |
| 6/12/2023 | Howard Co. Treasurer-TIF Excess Dalton Meadows #8655 300-505-036 | | | 1,002.01 | | | | | |
| 6/12/2023 | Howard Co. Treasurer-TIF Excess Prairie Falls #8657 300-505-036 | | | 2,428.99 | | | | | |
| 6/12/2023 | Howard Co. Treasurer-TIF Excess Dalton Meadows #8658 300-505-036 | | | 3,080.37 | | | | | |
| 6/12/2023 | Howard Co. Treasurer-TIF Excess Prairie Falls #8659 300-505-036 | | | 695.71 | | | | | |
| 6/12/2023 | Howard Co. Treasurer-TIF Excess Dalton Meadows #8664 300-505-036 | | | 2,372.82 | | | | | |
| 6/12/2023 | Howard Co. Treasurer-TIF Excess Dalton Meadows #8665 300-505-036 | | | 2,872.82 | | | | | |
| 6/30/2023 | Homestead Bank - Interest on City Sales Tax Checking 300-300-277 | | | 56.68 | | | | | |
| 6/30/2023 | Homestead Bank - Interest on St. Paul Civic Center Checking 300-300-749 | | | 0.44 | | | | | |
| 6/30/2023 | Homestead Bank - Interest on City REDLG 300-301-465 | | | 153.96 | | | | | |
| 6/30/2023 | Homestead Bank - Interest on American Rescue Plan (ARP) Funds 300-303-057 | | | 471.58 | | | | | |

City of St. Paul
Receipts

| | | | | | | | | |
|-----------|---|--|--|----------|--|--|--|--|
| 6/30/2023 | Homestead Bank - Interest on Water MMDA 300-504-189 | | | 15.23 | | | | |
| 6/30/2023 | Homestead Bank - Interest on Keno MMDA 300-504-409 | | | 159.44 | | | | |
| 6/30/2023 | Homestead Bank - Interest on Sales Tax P.I. 300-504-420 | | | 718.29 | | | | |
| 6/30/2023 | Homestead Bank - Interest on Pool Construction MMDA 300-504-442 | | | 28.59 | | | | |
| 6/30/2023 | Homestead Bank - Interest on Premium Investment 300-504-684 | | | 0.00 | | | | |
| 6/30/2023 | Homestead Bank - Interest on General Equipment Sinking MMDA 300-504-805 | | | 27.30 | | | | |
| 6/30/2023 | Homestead Bank - Interest on Sewer & Building Equipment Fund MMDA 300-504-849 | | | 39.57 | | | | |
| 6/30/2023 | Homestead Bank - Interest on Police Equipment Fund MMDA 300-504-860 | | | 32.59 | | | | |
| 6/30/2023 | Homestead Bank - Interest on Senior Center Fund MMDA 300-504-882 | | | 17.15 | | | | |
| 6/30/2023 | Homestead Bank - Interest on Brick Account MMDA 300-504-915 | | | 4.16 | | | | |
| 6/30/2023 | Homestead Bank - Interest on Library Maintenance Reserve MMDA 300-504-970 | | | 10.97 | | | | |
| 6/30/2023 | Homestead Bank - Interest on Light Sinking Fund MMDA 300-504-981 | | | 25.62 | | | | |
| 6/30/2023 | Homestead Bank - Interest on Fire Sinking Fund MMDA 300-504-992 | | | 15.39 | | | | |
| 6/30/2023 | Homestead Bank - Interest on EMT Sinking Fund MMDA 300-505-003 | | | 16.24 | | | | |
| 6/30/2023 | Homestead Bank - Interest on Street Sinking Fund MMDA 300-505-014 | | | 24.52 | | | | |
| 6/30/2023 | Homestead Bank - Interest on Park Equipment Sinking Fund MMDA 300-505-025 | | | 23.82 | | | | |
| 6/30/2023 | Homestead Bank - Interest on TIF Projects MMDA 300-505-036 | | | 34.90 | | | | |
| 6/30/2023 | Homestead Bank - Interest on After School MMDA 300-505-146 | | | 0.00 | | | | |
| 6/30/2023 | Homestead Bank - Interest on St. Paul Elmwood Cemetery Foundation 300-505-168 | | | 6.14 | | | | |
| 6/30/2023 | Homestead Bank - Interest on Civic Center Sinking Fund MMDA 300-505-179 | | | 3.76 | | | | |
| 6/30/2023 | Homestead Bank - Walk/Bike Trail Savings 300054827 - quarterly interest | | | 2.07 | | | | |
| 6/30/2023 | Citizens Bank & Trust - Interest on Cafeteria 125 102407 | | | 44.45 | | | | |
| 6/30/2023 | Citizens Bank & Trust - Interest on Health Deductible 102482 | | | 357.80 | | | | |
| 6/30/2023 | Citizens Bank & Trust - Interest on Cemetery Savings 753122 | | | 5.33 | | | | |
| 6/30/2023 | Citizens Bank & Trust - Interest on Sales Tax Infrastructure 102342 | | | 181.51 | | | | |
| 6/30/2023 | Citizens Bank & Trust - Interest on City Park Aluminum Improvement Savings 772682 | | | 2.01 | | | | |
| 6/30/2023 | Citizens Bank & Trust - Interest on General TCD # 109366 | | | 0.00 | | | | |
| 6/30/2023 | Citizens Bank & Trust - Interest on General TCD # 109367 | | | 0.00 | | | | |
| 6/30/2023 | Citizens Bank & Trust - Interest on Light ICS MMA 103217 | | | 2,108.57 | | | | |
| 6/30/2023 | Citizens Bank & Trust - Interest on Water ICS MMA 103225 | | | 619.29 | | | | |
| 6/30/2023 | Citizens Bank & Trust - Interest on Sewer ICS MMA 103241 | | | 782.43 | | | | |
| 6/30/2023 | Citizens Bank & Trust - Interest on General ICS MMA 103209 | | | 2,142.93 | | | | |
| 6/30/2023 | Citizens Bank & Trust - Interest on Building Sinking ICS MMA 103233 | | | 79.38 | | | | |
| 6/30/2023 | Citizens Bank & Trust - Interest on Firemen ICS MMA 103268 | | | 19.85 | | | | |
| 6/30/2023 | Citizens Bank & Trust - Interest on Ambulance ICS MMA 103276 | | | 139.92 | | | | |
| 6/30/2023 | Citizens Bank & Trust - Interest on Park ICS MMA 103284 | | | 139.68 | | | | |
| 6/30/2023 | Citizens Bank & Trust - Interest on Police ICS MMA 103292 | | | 7.91 | | | | |
| 6/30/2023 | Citizens Bank & Trust - Interest on Keno ICS MMA 103314 | | | 213.91 | | | | |
| 6/30/2023 | Citizens Bank & Trust - Interest on Streets ICS MMA 103349 | | | 226.21 | | | | |
| 6/30/2023 | Citizens Bank & Trust - Interest on Library ICS MMA 103365 | | | 113.72 | | | | |
| 6/30/2023 | Citizens Bank & Trust - Interest on Senior Center ICS MMA 103373 | | | 67.83 | | | | |
| 6/30/2023 | Citizens Bank & Trust - Interest on Red Leg ICS MMA 103381 | | | 308.88 | | | | |
| 6/30/2023 | Citizens Bank & Trust - Interest on Pool ICS MMA 103438 | | | 56.32 | | | | |
| 6/30/2023 | Citizens Bank & Trust - Interest on Elmwood Cemetery ICS MMA 103446 | | | 82.09 | | | | |

City of St. Paul
Receipts

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|-----------|---|--|----------|--|--|--|--|
| 6/30/2023 | Citizens Bank & Trust-Int. on 25% Sales Tax Infrastructure ICS 102342 | | 628.15 | | | | |
| 6/30/2023 | Citizens Bank & Trust-Interest on City Sales Tax ICS 103462 | | 42.98 | | | | |
| 6/30/2023 | Citizens Bank & Trust-Interest on Health Deductible Account 10 482 | | 319.26 | | | | |
| 6/30/2023 | Citizens Bank & Trust -Interest on Sales Tax Fire Station Proceeds | | 0.00 | | | | |
| 6/30/2023 | Heritage Bank - Interest on MMDA 411025 | | 275.09 | | | | |
| 6/30/2023 | NPAIT-Interest on Light Funds 23251-101 | | 1,956.32 | | | | |
| 6/30/2023 | NPAIT-Interest on Water Funds 23251-102 | | 647.79 | | | | |
| 6/30/2023 | NPAIT-Interest on General Funds 23251-104 | | 1,956.32 | | | | |
| 6/30/2023 | NPAIT-Interest on Sewer Funds 23251-106 | | 864.21 | | | | |
| 6/30/2023 | NPAIT-Interest on Fire Funds 23251-107 | | 369.41 | | | | |
| 6/30/2023 | NPAIT-Interest on Ambulance 23251-108 | | 652.90 | | | | |
| 6/30/2023 | NPAIT-Interest on Park Funds 23251-109 | | 395.14 | | | | |
| 6/30/2023 | NPAIT- Interst on Library Funds 2351-110 | | 214.77 | | | | |
| 6/30/2023 | NPAIT-Interest on Keno Funds 23251-111 | | 433.83 | | | | |
| 6/30/2023 | NPAIT-Interest on REDLG Funds 23251-112 | | 214.77 | | | | |
| 6/30/2023 | NPAIT-Interest on (NEW) Fire Station 23251-201 | | 8,628.09 | | | | |
| 6/30/2023 | NE Class-Interest on Lights 01-0005-0001 | | 2,200.58 | | | | |
| 6/30/2023 | NE Class-Interest on Water 01-0005-0002 | | 291.64 | | | | |
| 6/30/2023 | NE Class-Interest on Sewer 01-0005-0003 | | 755.62 | | | | |
| 6/30/2023 | NE Class-Interest on General 01-0005-0004 | | 2,912.01 | | | | |
| 6/30/2023 | NE Class-Interest on Street 01-0005-0005 | | 181.17 | | | | |
| 6/30/2023 | NE Class-Interest on Fire 01-0005-0006 | | 132.56 | | | | |
| 6/30/2023 | NE Class-Interest on Police 01-0005-0007 | | 66.28 | | | | |
| 6/30/2023 | NE Class-Interest on Fire Station Construction 01-0005-0008 | | 0.00 | | | | |
| 6/30/2023 | NE Class-Interest on Cemetery 01-0005-0009 | | 114.89 | | | | |
| 6/30/2023 | NE Class-Interest on Ambulance 01-0005-0010 | | 521.42 | | | | |
| 6/30/2023 | NE Class-Interest on Park 01-0005-0011 | | 194.43 | | | | |
| 6/30/2023 | NE Class-Interest on Library 01-0005-0012 | | 172.33 | | | | |
| 6/30/2023 | NE Class-Interest on Keno 01-0005-0013 | | 163.50 | | | | |
| 6/30/2023 | NE Class-Interest on Sales Tax 01-0005-0014 | | 534.68 | | | | |
| 6/30/2023 | NE Class-Interest on 25% Infrastructure 01-0005-0015 | | 0.00 | | | | |
| 6/30/2023 | NE Class-Interest on Sales Tax (Fire Station) 01-0005-0016 | | 0.00 | | | | |
| 6/30/2023 | NE Class-Interest on REDLG 01-0005-0017 | | 75.12 | | | | |
| 6/30/2023 | NE Class-Interest on ARPA 01-0005-0018 | | 0.00 | | | | |
| 6/30/2023 | NE Class-Interest on Building Sinking fund 01-0005-0019 | | 106.05 | | | | |
| 6/30/2023 | NE Class-Interest on Swimming Pool 01-0005-0020 | | 66.28 | | | | |
| 6/30/2023 | NE Class-Interest on Senior Center 01-0005-0021 | | 88.38 | | | | |
| 6/30/2023 | NE Class-Interest on Health Deductible 01-0005-0022 | | 0.00 | | | | |
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