

1st Council Regular Meeting
Monday, August 7, 2023 6:30 PM

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

Agenda

1. Mayor Bergman calls City Council meeting to order, with the "Pledge of Allegiance" and the "Open Meeting Statement" as required by NE State Statutes 84-1407 through 84-1414; Mayor Bergman also states that the City Council may vote to go into Closed Session on any agenda item as allowed by NE State Statute 84-1410.
2. Submittal of Request for Future Agenda Items
3. Reserve time to Speak on an Agenda Item
4. Mayor Joel M. Bergman opened a public hearing regarding the Final Plat of PAUL'S North Subdivision (Troy and Delcie Lukasiewicz) located in a part of the Southwest Quarter (SW1/4) of Section 34, Township 15 North, Range 10 West of the 6th P.M. in Howard County, Nebraska.
5. Discuss - Approve / Deny the City of St. Paul moving forward with an "Agreement/Contract" with Fiber Nebraska (Stuart Gilbertsen).
6. Mayor Bergman opened the Public Comment period pertaining to the Final Plat of PAUL'S North Subdivision (Troy and Delcie Lukasiewicz) located in a part of the Southwest Quarter (SW1/4) of Section 34, Township 15 North, Range 10 West of the 6th P.M. in Howard County, Nebraska.
*****Mayor Bergman CLOSED the Public Comment period.**
Approve / Deny the Final Plat of the PAUL'S North Subdivision (Troy and Delcie Lukasiewicz) located in a part of the Southwest Quarter (SW1/4) of Section 34, Township 15 North, Range 10 West of the 6th P.M. in Howard County, Nebraska.
7. **Mayor Bergman Appointment to the Elmwood Cemetery Board:**
Discuss - Approve / Deny Mayor Bergman appointing Tracey Dietz to the Elmwood Cemetery Board effective immediately. Mrs. Dietz will be taking the vacancy position of Connie Thompson.
8. Discuss - Approve / Deny Consent Agenda Items:
 - (1) July 17, 2023 (regular) Council minutes; July 19, 2023 (Special - Wastewater Treatment Facility Construction); July 19, 2023 (Special - 2023-2024 Budget Workshop); and July 27, 2023 (Special - second (2nd) 2023-2024 Budget Workshop); and
 - (2) July 31, 2023, zoning permits;
 - (3) August 7, 2023, disbursements;
 - (4) St. Paul Firefighter Marcus A. Paczosa (924 Wallace Street);
 - (5) Special Designated Liquor (SDL) application regarding MJR, Inc. dba Bandits (1016 N. Diers Ave., Ste. 118 Grand Island, NE #CK - 094736) on Saturday, September 16, 2023, from 5:00 p.m. to 12:00 a.m. for a Wedding reception at the St. Paul Civic Center (423 Howard Avenue). WITH STIPULATION OF ACQUIRING COI PRIOR TO EVENT!!!; AND
 - (6) Well Permit regarding Mark Starkey at 1514-1516 5th Street (Block 8, Prairie Falls Subdivision.

9. Update on ARPA Rural Workforce Land Development Grant for \$1 million. Discuss options as a result of the NE Dept. of Economic Development (NDED) changing the grant to a zero percent (0%) loan (possible action).
10. Discuss - Approve / Deny Jarod Greenough (Apprentice Lineman) hourly wage according to the International Brotherhood of Electrical Workers (IBEW) 1597 Step 2 - (\$22.25) effective immediately. On October 1, 2023, Mr. Greenough will move to \$24.25.
11. Discuss - Approve / Deny location of new City of St. Paul Fire Station (east of Parkside Plaza on City Property Parcel ID #47-1002220).
12. Chief of Police Dan Howard: The consideration of a "Community Committee" to assist with City of St. Paul nuisances.
13. Utilities Superintendent Helzer updates:
 - (1) Liquid Engineering Corporation inspection of City of St. Paul Water Tower; the work completed will cost \$2,815;
 - (2) City of St. Paul Recycling Center test well results;
14. Chief of Police Howard updates:
 - (1) NE Commission on Law Enforcement and Criminal Justice: City of St. Paul Police Department has met the field assessment portion of the Commission's accreditation program;
 - (2) Police Officer Mathew Sample has been accepted into the NE Law Enforcement Training Center (NLETC); Mr. Sample has passed all training and the Physical Readiness Entrance Test (PRET);
 - (3) \$300 Vet bill from previous Council meeting: Abandon animal (dog) remaining was for cat meds;
15. Mayor Bergman updates:
 - (1) A Wastewater Treatment Facility (WWTF) Construction Progress meeting will be held on Wednesday, August 16, 2023 at 1:30 p.m. in the City Council Chambers;
 - (2) A proposed 2023-2024 Budget public input special meeting will be held on Monday, August 21, 2023, at 5:30 p.m. in the City Council Chambers; the Regular City Council meeting will immediately commence after the adjournment of the budget public hearing;
 - (3) The first City Council meeting in September 2023 will be on Tuesday, September 5, 2023, at 6:30 p.m.;
 - (4) Caitlin Birdsell (MAD Development) reimbursed the City \$300 in attorney fees regarding Cline Williams forming the 4th Amendment to the Redevelopment Agreement;
 - (5) Apology letter from Autumn Doncheske regarding City Park bathroom damage;
 - (6) St. Paul Keno LLC (Mike Nevriy) recap of 2021 -2023 keno (see attached letter);
16. Public Announcements
17. Closed Session: Pending Litigation; Strategy Session with respect to real estate purchase; and prevent needless injury to the reputation of an individual
18. Mayor Bergman adjourns City Council meeting
19. Informational Items:
 - (1) St. Paul Fire and Rescue Roster dated July 19, 2023;
 - (2) Current Sales Tax Receipts for July 2023;
 - (3) Olsson's minutes of the Wastewater Treatment Facility (WWTF) Construction

Progress meeting held on July 19, 2023;

(4) Time Certificates July 2023

20. **City of St. Paul Job Titles and Salaries of Employees shall be published per NE Statute 19-1102:**

Non-union: Utility Superintendent - \$37.08; City Clerk - \$35.83; Chief of Police - \$28.96; Police Sergeant - \$28.00; Police Officers - \$21.25 - \$22.54; Police Secretary - \$17.23; Library Employees - \$11.37 - \$18.58; Housekeeping - \$163.88 biweekly; Seasonal Hourly Wages: Cemetery/Light - \$14.00 - \$15.50; Landfill - \$13.00; Pool Employees - \$10.50 - \$17.25; EMT's (transports) \$15.00;

Union Hourly: Light Commissioner- \$35.86; Lineman - \$32.43; Water Commissioner - \$27.25; Water Operator - \$20.72; Sewer Superintendent - Vacant; Sewer Operators (2) - \$20.00; Street Commissioner - \$29.37; Equipment Operator - \$24.05; Parks Manager - \$24.89; Deputy City Clerk - \$25.01; Utility Clerk - \$22.83; Payroll Clerk - \$21.71; Mayor - \$3,600; City Council - \$2,400; City Treasurer - \$2,400.

21. **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
704 6th Street
St. Paul, Nebraska 68873
(308)754-4483**

REQUEST FOR OPEN PUBLIC RECORDS

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

Full Name: _____ (Phone) _____

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

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

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

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

I hereby request a copy of the following public records:

Requestor Signature _____ Date _____ Email/Fax Number _____

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

For Administrative Records

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

Signed _____ Date _____

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

Signed _____ Date _____

YOUR COPY OF THIS FORM SHALL SERVE AS YOUR RECEIPT

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

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

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

Complaint Details

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

Witness Details (If applicable)

Name of witness(es) _____
Address _____

Phone Number of witness _____

Complaint Outcome

How would you like this issue resolved? _____

Signature of Complainant

Action taken by City

NOTICE OF PUBLIC HEARING

Notice is hereby given that the City Council of the City of St. Paul will hold a public hearing at 6:30 p.m. on August 7, 2023 in the City Council Chambers, 704 6th Street, St. Paul, NE 68873 to take public comments on the Final Plat of PAUL'S NORTH SUBDIVISION located in a part of the Southwest Quarter (SW1/4) of Section 34, Township 15 North, Range 10 West of the 6th P.M. in Howard County, Nebraska. All parties in interest and citizens shall have an opportunity to be heard at the public hearing.

Connie Jo Beck
City Clerk

For publication on July 26, 2023

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 (1) consecutive week(s), the first publication thereof having been made in the issue of said paper dated the 19th day of July, 2023.

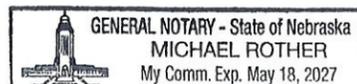

Michael Happ, Publisher

Subscribed in my presence and sworn to before me 24 day of July, 2023.


Notary Public

My commission expires the

18th of May, 2027



No. of lines: 23 803
Publication Fee: _____

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Connie Jo Beck
City Clerk

ZNEZ

Filing Fee: \$300.00

Date Paid: 2/13/23 CASH CHECK# 4399 CREDIT CARD
pd 2/13/23

Application For Subdivision

City of St. Paul, Nebraska

Subdivision Name: Kaul's North

Owner/Applicant Name: Troy Lukasiwicz

Applicant's Address & Phone # 946 13th Ave
St. Paul Ne 68823
308 750 0201

Legal Description of Property from which the Subdivision is being made:
34 15 10

Zoning District of subject property: AGR - Agricultural Residential

Present use of subject property: Ag

Desired use of subject property: Commercial (-future)

Area from which the Subdivision is being taken _____ Area in proposed Subdivision _____

Will the Subdivision result in any increases in service requirements such as, utilities, schools, traffic control, streets, bridges, etc., or will it interfere with maintaining existing service levels?

Yes _____ No X

Is there direct access to an improved road or street? Yes X No _____

Has the proposed tract been previously split in accordance with these regulations or the zoning regulations? Yes _____ No X. If Yes, complete the vacating subdivision application & fee.

Documents Required with this Application:

- Preliminary / Final Plat
- Certified list of property owners within 300 feet prepared by Title Company
- Subdivision Application Fee

Signature of Owner/Applicant: Troy Lukasiwicz
Date: 2-13-23

Prel. Plat rec'd 5/23/23

FOR OFFICE USE:

Date of Pre-plat conference: _____ Date of Notifications: 5/30/23

Notifications: School Dist. County HGRPPD Fire FID NDOT

Does the proposed plat meet all the subdivision requirements? Yes No _____ If not, list the discrepancies:

Date before Zoning Commission: Preliminary 6/26/23 Final _____ Approved _____ Not Approved _____

Date before City Council: Preliminary 7/5/23 Final _____ Approved _____ Not Approved _____



LAND SURVEYING

P.O. BOX 173
Central City, NE 68828
Phone: 308-946-3601

Legend

- ▲ = Section Corner (See Description)
- = Corner Set 1/2" x 24" Rebar w/ Cap #610
- × = Calculated Point
- = Found 1" Pipe
- (M) = Measured Distance
- (P) = Platted Distance
- (R) = Recorded Distance

Scale: 1" = 100'

STATE OF NEBRASKA
HOWARD COUNTY
FILED FOR RECORD

MO _____ DAY _____ 20
 AT _____ O'CLOCK _____ M. RECORDED
 IN SURVEY BOOK _____ OF PAGE _____
 BY _____ COUNTY CLERK

SURVEYOR'S CERTIFICATE

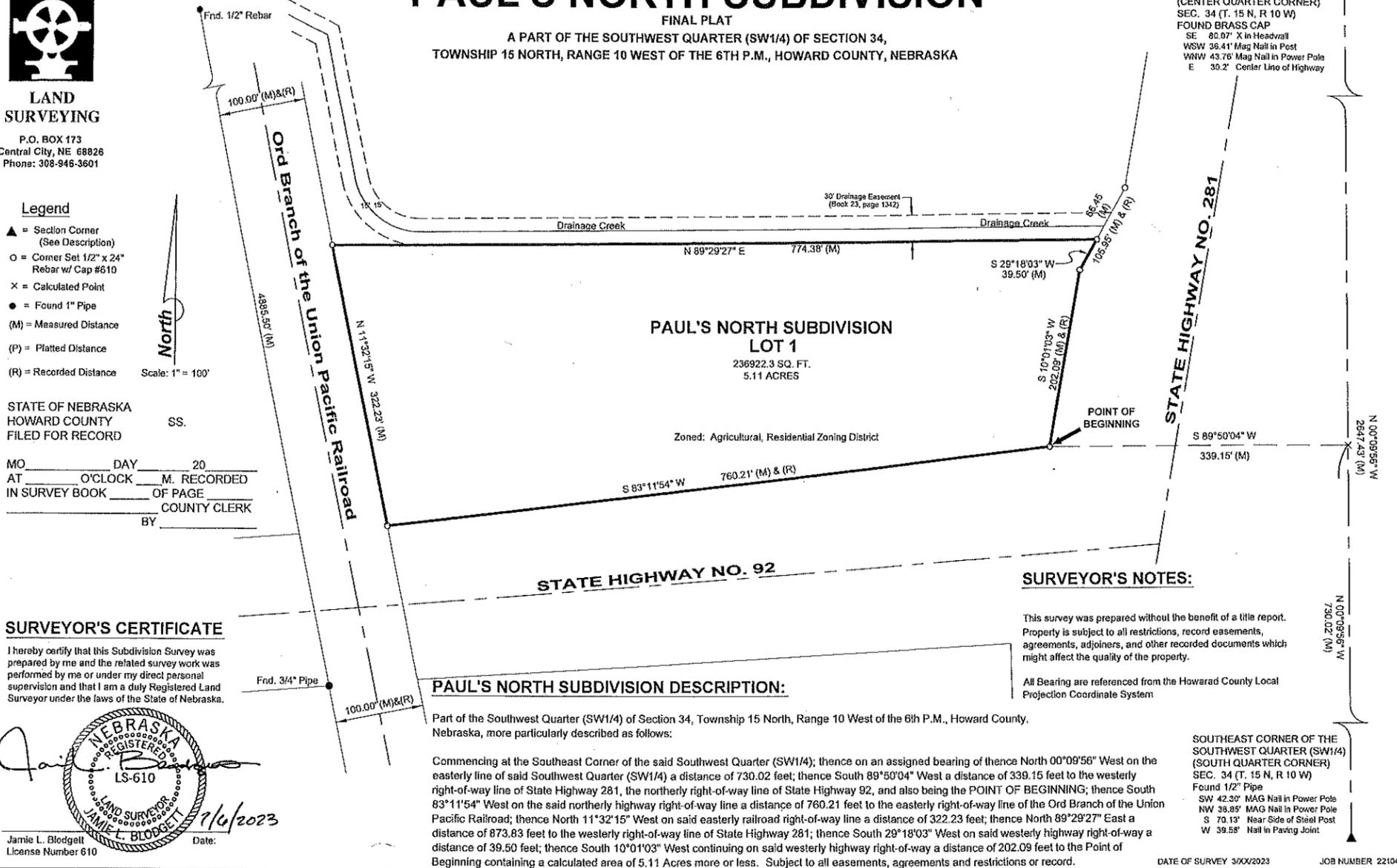
I hereby certify that this Subdivision Survey was prepared by me and the related survey work was performed by me or under my direct personal supervision and that I am a duly Registered Land Surveyor under the laws of the State of Nebraska.

Jamie L. Blodgett
License Number 610

Date: 7/6/2023

PAUL'S NORTH SUBDIVISION

FINAL PLAT
A PART OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION 34,
TOWNSHIP 15 NORTH, RANGE 10 WEST OF THE 6TH P.M., HOWARD COUNTY, NEBRASKA



NORTHEAST CORNER OF THE SOUTHWEST QUARTER (SW1/4) (CENTER QUARTER CORNER) SEC. 34 (T. 15 N, R 10 W) FOUND BRASS CAP
 SE 80.07' X in Headwall
 WSW 36.41' Mag Nail in Post
 VNW 43.76' Mag Nail in Power Pole
 E 30.2' Center Line of Highway

STATE HIGHWAY NO. 281

STATE HIGHWAY NO. 92

Ord Branch of the Union Pacific Railroad

PAUL'S NORTH SUBDIVISION
 LOT 1
 236922.3 SQ. FT.
 5.11 ACRES

Zoned: Agricultural, Residential Zoning District

SURVEYOR'S NOTES:

This survey was prepared without the benefit of a title report. Property is subject to all restrictions, record easements, agreements, adjoiners, and other recorded documents which might affect the quality of the property.

All Bearing are referenced from the Howard County Local Projection Coordinate System

PAUL'S NORTH SUBDIVISION DESCRIPTION:

Part of the Southwest Quarter (SW1/4) of Section 34, Township 15 North, Range 10 West of the 6th P.M., Howard County, Nebraska, more particularly described as follows:

Commencing at the Southeast Corner of the said Southwest Quarter (SW1/4); thence on an assigned bearing of thence North 00°09'56" West on the easterly line of said Southwest Quarter (SW1/4) a distance of 730.02 feet; thence South 89°50'04" West a distance of 339.15 feet to the westerly right-of-way line of State Highway 281, the northerly right-of-way line of State Highway 92, and also being the POINT OF BEGINNING; thence South 83°11'54" West on the said northerly highway right-of-way line a distance of 760.21 feet to the easterly right-of-way line of the Ord Branch of the Union Pacific Railroad; thence North 11°32'15" West on said easterly railroad right-of-way line a distance of 322.23 feet; thence North 89°29'27" East a distance of 873.83 feet to the westerly right-of-way line of State Highway 281; thence South 29°18'03" West on said westerly highway right-of-way a distance of 39.50 feet; thence South 10°01'03" West continuing on said westerly highway right-of-way a distance of 202.09 feet to the Point of Beginning containing a calculated area of 5.11 Acres more or less. Subject to all easements, agreements and restrictions of record.

SOUTHEAST CORNER OF THE SOUTHWEST QUARTER (SW1/4) (SOUTH QUARTER CORNER) SEC. 34 (T. 15 N, R 10 W) Found 1/2" Pipe
 SW 42.30' MAG Nail in Power Pole
 NW 38.85' MAG Nail in Power Pole
 S 70.13' Near Side of Steel Post
 W 39.58' Nail in Paving Joint

DATE OF SURVEY 3/XX/2023 JOB NUMBER 22104



PAUL'S NORTH SUBDIVISION

FINAL PLAT

A PART OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION 34,
TOWNSHIP 15 NORTH, RANGE 10 WEST OF THE 6TH P.M., HOWARD COUNTY, NEBRASKA

DEDICATION OF PLAT

Know to all Men by these presents, Troy M. Lukaszewicz and Delcie L. Lukaszewicz, husband and wife, the owners of the described hereon has caused the same to be Surveyed, Platted and Designated as the PAUL'S NORTH SUBDIVISION to the City of Saint Paul, Howard County, Nebraska as shown on the accompanying Plat thereof and that the foregoing subdivided lot is more particularly described in the description hereon as appears on this Plat is made with the free consent and in according with the desires of the undersigned owners.

in witness thereof I have affixed my signature hereto at St. Paul
Nebraska on July 26, 2023

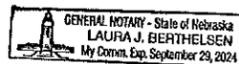
Troy M. Lukaszewicz
Troy M. Lukaszewicz

Delcie L. Lukaszewicz
Delcie L. Lukaszewicz

State of Nebraska)
County of Howard) SS

Acknowledgment
of
Notary

on this 26th Day of July, 2023
before me, a Notary Public in and for said County and State, came Troy M. Lukaszewicz and Delcie L. Lukaszewicz, to me personally known to be the same, acknowledged the execution of the same in testimony thereof, I have hereunto set my hand and affixed my Notary Seal the Day and Year above written.



Laura J. Berthelsen
Notary Public

My Comm. Expires: 9/29/2024

HOWARD COUNTY TREASURERS CERTIFICATE

I hereby certify that on this _____, 20____ The record on my office show no taxes due or delinquent upon the property described in the legal description of this plat.

Howard County Treasurer

CITY OF SAINT PAUL APPROVAL

This Plat of PAUL'S NORTH SUBDIVISION has been submitted to and approved by the City of Saint Paul on

_____, 20____

Mayor

City Clerk

APPROVAL OF PLANNING AND ZONING COMMISSION

This Plat of PAUL'S NORTH SUBDIVISION has been submitted to and approved by the City of Saint Paul Planning and Zoning Commission on

_____, 20____

Chairman

Secretary

SAINT PAUL CITY ENGINEER APPROVAL

This Plat of PAUL'S NORTH SUBDIVISION has been submitted to and approved by the Saint Paul City Engineer on

July 24, 2023

Jeff A. Balit
Saint Paul City Engineer

ORDINANCE NO. 570

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

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

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

30% ?

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

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

6. **Specific Conditions:**

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

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

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

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

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

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

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

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

PASSED AND APPROVED on July 6th, 2021.



Mayor

ATTEST:



City Clerk

ACCEPTANCE

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

Dated: 7-26, 2021.

Fiber Nebraska, LLC

By: 

Connie Beck

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

Jason,

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

Thank you

Joel

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

From: Stuart Gilbertson <kblemansg@gmail.com>

Date: Apr 13, 2023 11:31 AM

Subject: Fiber Nebraska Info

To: Joel Bergman <jbergman@cityofstpaulne.org>

Cc:

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

Thanks Stuart

--

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

AGREEMENT

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

CITY OF WOOD RIVER, NEBRASKA

FIBER NEBRASKA, LLC



Mayor

By: 
Stuart Gilbertson, Owner/Member


City Clerk

RESOLUTION NO. 2021-177

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

Recitals:

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

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

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

Pole Attachment Agreement, dated July 6, 2021.

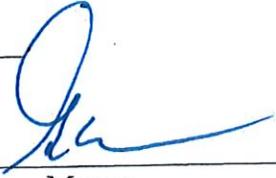
b. Fiber Nebraska has reached an agreement with Great Plains Communications, LLC ("Great Plains") to sell the System to Great Plains, which would involve the assignment of the System Agreements to Great Plains (the "Assignment").

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

Resolved by the Mayor and City Council that:

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

Passed and approved on 12.21.2021



Mayor

ATTEST:



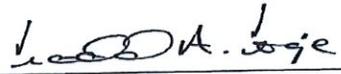
City Clerk

ACCEPTANCE

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

Dated: 12-22-2021

Great Plains Communication, LLC

By: 

Todd Foje, President & CEO

FRANCHISE AGREEMENT

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

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

1. Definitions:

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

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

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

3-7-11 → 3-7-2021 → 3-7-2026

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

In writing at least 3 yrs. prior expiration of franchise

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

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

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

Install underground

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

tree up-keep

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

5. **Maintenance of the System.**

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

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

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

FCC standards

6. Service.

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

Residence
Service

annexation
notification

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

7. **Insurance/Indemnity.**

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

Insurance

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

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

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

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

8. **Revocation**

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

Revocation

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

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

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

Another cable provider
Impairment
Notification
30 days letter

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

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

11. **Notices, Miscellaneous.**

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

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

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

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

With a copy to:

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

And with a copy to:

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

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

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

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

13. Franchise Fee.

3% / 0

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

Qtrly

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

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

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

City of St. Paul, Nebraska

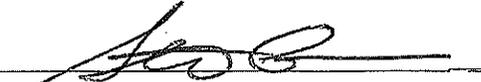
Signature: James H. Snow

Name/Title James H. Snow, Mayor

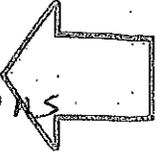
Accepted this 7th day of Mar., 2011, subject to applicable federal, state and local law.

Charter Communications VI, LLC

By Charter Communications, Inc., Its manager

Signature: 

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



Date: 6/8/11

POLE OCCUPANCY AGREEMENT

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

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

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

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

ARTICLE I

SCOPE OF AGREEMENT

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

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

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

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

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

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

ARTICLE II

PLACING, TRANSFERRING OR REARRANGING ATTACHMENTS

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

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

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

2.4 Pole Replacements.

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

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

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

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

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

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

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

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

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

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

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

ARTICLE III
SAFETY INSPECTION

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

ARTICLE IV
ABANDONMENT OF JOINT POLES AND REMOVAL OF ATTACHMENTS

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

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

ARTICLE V
RENTAL AND PROCEDURE FOR PAYMENTS

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

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

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

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

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

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

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

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

ARTICLE VI

LIABILITY AND INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VII REASONABLE CONDUCT

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

ARTICLE VIII TERM OF AGREEMENT

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

ARTICLE IX

TERMINATION AND DEFAULTS

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

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

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

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

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

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

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

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

[UTILITY NAME]

Date: 6-5-00

By: 

[LICENSEE NAME]

Date: 6-21-00

By: 

NOTICE OF PUBLIC HEARING

Notice is hereby given that the City Council of the City of St. Paul will hold a public hearing at 6:30 p.m. on August 7, 2023 in the City Council Chambers, 704 6th Street, St. Paul, NE 68873 to take public comments on the Final Plat of PAUL'S NORTH SUBDIVISION located in a part of the Southwest Quarter (SW1/4) of Section 34, Township 15 North, Range 10 West of the 6th P.M. in Howard County, Nebraska. All parties in interest and citizens shall have an opportunity to be heard at the public hearing.

Connie Jo Beck
City Clerk

For publication on July 26, 2023

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 (1) consecutive week(s), the first publication thereof having been made in the issue of said paper dated the 19th day of July, 2023.

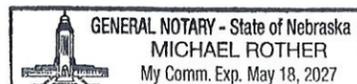

Michael Happ, Publisher

Subscribed in my presence and sworn to before me 24 day of July, 2023.


Notary Public

My commission expires the

18th of May, 2027



No. of lines: 23 803
Publication Fee: _____

NOTICE OF PUBLIC HEARING

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Connie Jo Beck
City Clerk

ZNEZ

Filing Fee: \$300.00

Date Paid: 2/13/23 CASH CHECK# 4399 CREDIT CARD
pd 2/13/23

Application For Subdivision

City of St. Paul, Nebraska

Subdivision Name: Kaul's North

Owner/Applicant Name: Troy Lukasiwicz

Applicant's Address & Phone # 946 13th Ave
St. Paul Ne 68823
308 750 0201

Legal Description of Property from which the Subdivision is being made:
34 15 10

Zoning District of subject property: AGR - Agricultural Residential

Present use of subject property: Ag

Desired use of subject property: Commercial (-future)

Area from which the Subdivision is being taken _____ Area in proposed Subdivision _____

Will the Subdivision result in any increases in service requirements such as, utilities, schools, traffic control, streets, bridges, etc., or will it interfere with maintaining existing service levels?

Yes _____ No X

Is there direct access to an improved road or street? Yes X No _____

Has the proposed tract been previously split in accordance with these regulations or the zoning regulations? Yes _____ No X. If Yes, complete the vacating subdivision application & fee.

Documents Required with this Application:

- Preliminary / Final Plat
- Certified list of property owners within 300 feet prepared by Title Company
- Subdivision Application Fee

Signature of Owner/Applicant: Troy Lukasiwicz
Date: 2-13-23

Prel. Plat rec'd 5/23/23

FOR OFFICE USE:

Date of Pre-plat conference: _____ Date of Notifications: 5/30/23

Notifications: School Dist. County HGRPPD Fire FID NDOT

Does the proposed plat meet all the subdivision requirements? Yes No _____ If not, list the discrepancies:

Date before Zoning Commission: Preliminary 6/26/23 Final _____ Approved _____ Not Approved _____

Date before City Council: Preliminary 7/5/23 Final _____ Approved _____ Not Approved _____



LAND SURVEYING

P.O. BOX 173
Central City, NE 68828
Phone: 308-946-3601

Legend

- ▲ = Section Corner (See Description)
- = Corner Set 1/2" x 24" Rebar w/ Cap #610
- × = Calculated Point
- = Found 1" Pipe
- (M) = Measured Distance
- (P) = Platted Distance
- (R) = Recorded Distance

Scale: 1" = 100'

STATE OF NEBRASKA
HOWARD COUNTY
FILED FOR RECORD

MO _____ DAY _____ 20
 AT _____ O'CLOCK _____ M. RECORDED
 IN SURVEY BOOK _____ OF PAGE _____
 BY _____ COUNTY CLERK

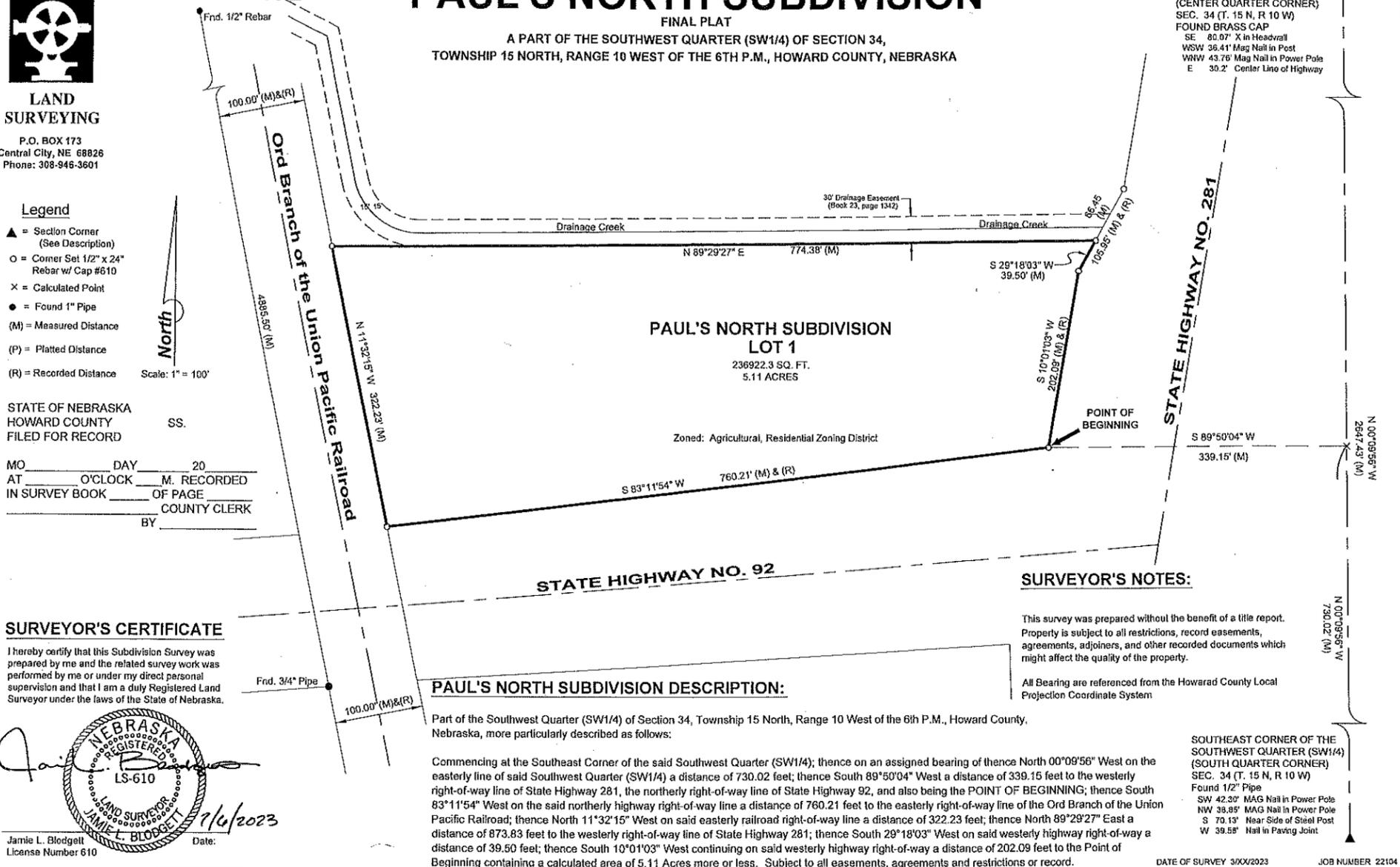
SURVEYOR'S CERTIFICATE

I hereby certify that this Subdivision Survey was prepared by me and the related survey work was performed by me or under my direct personal supervision and that I am a duly Registered Land Surveyor under the laws of the State of Nebraska.

Jamie L. Blodgett
License Number 610

PAUL'S NORTH SUBDIVISION

FINAL PLAT
A PART OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION 34,
TOWNSHIP 15 NORTH, RANGE 10 WEST OF THE 6TH P.M., HOWARD COUNTY, NEBRASKA



STATE HIGHWAY NO. 92

STATE HIGHWAY NO. 281

SURVEYOR'S NOTES:

This survey was prepared without the benefit of a title report. Property is subject to all restrictions, record easements, agreements, adjoiners, and other recorded documents which might affect the quality of the property.

All Bearing are referenced from the Howard County Local Projection Coordinate System

PAUL'S NORTH SUBDIVISION DESCRIPTION:

Part of the Southwest Quarter (SW1/4) of Section 34, Township 15 North, Range 10 West of the 6th P.M., Howard County, Nebraska, more particularly described as follows:

Commencing at the Southeast Corner of the said Southwest Quarter (SW1/4); thence on an assigned bearing of thence North 00°09'56" West on the easterly line of said Southwest Quarter (SW1/4) a distance of 730.02 feet; thence South 89°50'04" West a distance of 339.15 feet to the westerly right-of-way line of State Highway 281, the northerly right-of-way line of State Highway 92, and also being the POINT OF BEGINNING; thence South 83°11'54" West on the said northerly highway right-of-way line a distance of 760.21 feet to the easterly right-of-way line of the Ord Branch of the Union Pacific Railroad; thence North 11°32'15" West on said easterly railroad right-of-way line a distance of 322.23 feet; thence North 89°29'27" East a distance of 873.83 feet to the westerly right-of-way line of State Highway 281; thence South 29°18'03" West on said westerly highway right-of-way a distance of 39.50 feet; thence South 10°01'03" West continuing on said westerly highway right-of-way a distance of 202.09 feet to the Point of Beginning containing a calculated area of 5.11 Acres more or less. Subject to all easements, agreements and restrictions of record.

SOUTHWEST CORNER OF THE SOUTHWEST QUARTER (SW1/4) (SOUTH QUARTER CORNER) SEC. 34 (T. 15 N, R. 10 W)
 Found 1/2" Pipe
 SW 42.30" MAG Nail in Power Pole
 NW 38.85" MAG Nail in Power Pole
 S 70.13" Near Side of Steel Post
 W 39.58" Nail in Paving Joint



PAUL'S NORTH SUBDIVISION

FINAL PLAT

A PART OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION 34,
TOWNSHIP 15 NORTH, RANGE 10 WEST OF THE 6TH P.M., HOWARD COUNTY, NEBRASKA

DEDICATION OF PLAT

Know to all Men by these presents, Troy M. Lukaszewicz and Delcie L. Lukaszewicz, husband and wife, the owners of the described hereon has caused the same to be Surveyed, Platted and Designated as the PAUL'S NORTH SUBDIVISION to the City of Saint Paul, Howard County, Nebraska as shown on the accompanying Plat thereof and that the foregoing subdivided lot is more particularly described in the description hereon as appears on this Plat is made with the free consent and in according with the desires of the undersigned owners.

in witness thereof I have affixed my signature hereto at St. Paul
Nebraska on July 26, 2023

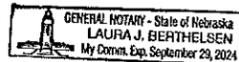
Troy M. Lukaszewicz
Troy M. Lukaszewicz

Delcie L. Lukaszewicz
Delcie L. Lukaszewicz

State of Nebraska)
County of Howard)SS

Acknowledgment
of
Notary

on this 26th Day of July, 2023
before me, a Notary Public in and for said County and State, came Troy M. Lukaszewicz and Delcie L. Lukaszewicz, to me personally known to be the same, acknowledged the execution of the same in testimony thereof, I have hereunto set my hand and affixed my Notary Seal the Day and Year above written.



Laura J. Berthelsen
Notary Public

My Comm. Expires: 9/29/2024

HOWARD COUNTY TREASURERS CERTIFICATE

I hereby certify that on this _____, 20____ The record on my office show no taxes due or delinquent upon the property described in the legal description of this plat.

Howard County Treasurer

CITY OF SAINT PAUL APPROVAL

This Plat of PAUL'S NORTH SUBDIVISION has been submitted to and approved by the City of Saint Paul on

_____, 20____

Mayor

City Clerk

APPROVAL OF PLANNING AND ZONING COMMISSION

This Plat of PAUL'S NORTH SUBDIVISION has been submitted to and approved by the City of Saint Paul Planning and Zoning Commission on

_____, 20____

Chairman

Secretary

SAINT PAUL CITY ENGINEER APPROVAL

This Plat of PAUL'S NORTH SUBDIVISION has been submitted to and approved by the Saint Paul City Engineer on

July 24, 2023

Jeff A. Balit
Saint Paul City Engineer

JGD & GD

JACOBSEN-GREENWAY-DIETZ
& GREENWAY-DIETZ FUNERAL HOMES

Commemorating life with a personal touch!

July 15, 2023

To whom it may concern

I, Tracey Dietz, owner and funeral director at Jacobsen-Greenway-Dietz Funeral Home in St. Paul would like to join the Elmwood Cemetery in St. Paul. I feel like I would have a lot of knowledge and input regarding the families we serve.

Sincerely,

Tracey L. Dietz

Tracey Dietz

Vacancy
Position of
Connie Thompson

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

Monday, July 17, 2023

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

Council member Kowalski introduced 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. Council member Schmid moved to waive the three (3) readings of Ordinance 1039 at three (3) different occasions. Council member Peters seconded the motion. Council members Kowalski,

Schmid, Feeken & Peters voted aye, nays none. Motion carried 4/0. Council member Schmid moved for final passage of Ordinance 1039. Council member Kowalski seconded the motion. Council members Kowalski, Schmid, Feeken & Peters voted aye, nays none. Motion carried 4/0.

Council member Feeken moved to approve 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 dated September 7, 2021 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 will result in a blended rate of 0.01% applied to the full \$6,016,000.00. The loan will finance the 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. Council member Schmid seconded the motion. Council members Kowalski, Schmid, Feeken & Peters voted aye, nays none. Motion carried 4/0.

Council member Kowalski moved to approve the 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 and Steven Brumbaugh (921 Sherman) as a St. Paul Firefighter and St. Paul Rescue Squad Emergency Medical Technician (EMT). Council member Feeken seconded the motion. Council members Kowalski, Schmid, Feeken & Peters voted aye, nays none. Motion carried 4/0.

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
Clearly (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

St. Paul Development Corp. Executive Director Parker Klingensmith was in attendance to give a brief presentation regarding the St. Paul Civic Center electronic sign bids. There were three (3) bids submitted which included: (1) Mayhew Signs Inc. \$31,523; (2) Tri City Sign Company \$39,785; and (3) Love Signs \$41,686. Council member Schmid moved to approve the Mayhew Signs Inc. bid in the amount of \$31,523. Half of the funds will be disbursed from the Keno Money Market account to begin the project; once the electronic sign project has been completed, then Mayhew Signs will receive the remainder of the funds. Council member Kowalski seconded the motion. Council members Kowalski, Schmid, Feeken & Peters voted aye, nays none. Motion carried 4/0. The Skyline electronic components have a six (6) year warranty. The City will have free telephone tech support, but should the City require an on-site visit then the support rate is \$150 hourly.

Utilities Superintendent Helzer stated that the last Wastewater Treatment Facility (WWTF) Construction progress meeting will be on Wednesday, July 19, 2023 at 1:30 p.m. in the City Council Chambers.

Chief of Police Howard submitted a nuisance property list to the Mayor and Council members, along with reporting that Grover Cleveland Alexander (GCA) Day event occurred without any problems for the St. Paul Police Department.

Mayor Bergman updates: (1) City 2023-2024 Budget Workshop on Wednesday, July 19, 2023, at 5:00 p.m. in the City Council Chambers; and (2) the Solar Generation credit on the June 2023 Howard Greeley Rural Public Power District (HGRPPD) invoice was \$3,236.

Council member Feeken extended his appreciation and thanks to Parks Manager Randy Jerabek for a job well done on getting the ballfields ready during GCA Days.

Mayor Bergman adjourned the City Council meeting at 6:58 p.m.

Date

Joel M. Bergman, Mayor

Connie Jo Beck, City Clerk/Deputy Treasurer

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

Wednesday, July 19, 2023 at 1:30 p.m.

A special meeting of the Mayor and City Council of the City of St. Paul, Nebraska was held at City Hall in said City on Wednesday, July 19, 2023 at 1:30 p.m. Present were Councilmembers: Katie Kowalski, Chuck Schmid and Bill Peters. Absent: Mayor Joel M. Bergman and Council member Mike Feeken. Also, in attendance were: Brian Friedrichsen (Olsson), Jeff Palik (Olsson), Brian Poltack (Olsson), Dave Rutjens (Rutjens Construction), Utilities Superintendent Matt Helzer, City Clerk/Deputy Treasurer Connie Jo Beck, Water Commissioner Jeremy Gorecki, Sewer Operator Trae Anderson and Sewer Operator Trevor Kowalski. Council member Kowalski opened the Special meeting at 1:30 p.m. with the permission of Mayor Bergman. Notice of the meeting was posted in four (4) public places. Notice of this meeting was communicated in the advance notice. All proceeds thereafter shown were taken while the convened meeting was opened to the attendance of the public.

The purpose of the meeting was to review the status of the City of St. Paul Wastewater Treatment Facility (WWTF) Construction project. Topics included (1) Project Status; (2) Construction Schedule and Shop Drawings; (3) Pay Request and Change Order; (4) Miscellaneous discussion items; and (5) the next Wastewater Treatment Facility (WWTF) Construction progress meeting date will be held on Wednesday, August 16, 2023 at 1:30 p.m.

The meeting adjourned at 1:47 p.m.

DATE: July 19, 2023

Joel M. Bergman, Mayor

Connie Jo Beck, City Clerk/Deputy Treasurer

**City of St Paul
Special Council Meeting Minutes
2023 – 2024 Budget Workshop**

Wednesday, July 19, 2023, 5:00 p.m.

A special meeting of the Mayor and City Council of the City of St. Paul, Nebraska was held at City Hall in said City on Wednesday, July 19, 2023 at 5:00 p.m. Present were Councilmembers: Katie Kowalski, Chuck Schmid, Mike Feeken & Bill Peters. Absent: Mayor Joel M. Bergman. Notice of the meeting was posted in four (4) places. Notice of this meeting was communicated in the advance notice. All proceeds thereafter shown were taken while the convened meeting was opened to the attendance of the public.

Council President Feeken opened the special meeting at 5:00 p.m., announcing that the City of St. Paul abides by the Open Meetings Act, which is posted on the west wall as required by Nebraska State Law §84-1407 through §84-1414. Council President Feeken 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.

A budget workshop was held to review the proposed City of St. Paul's 2023 – 2024 Budget; City Clerk Connie Jo Beck made the necessary changes to the Departments pertaining to any additions, deletions or corrections from the Mayor and Council members. City Clerk Beck will contact Dana F. Cole & Co. (City Auditors) to obtain guidance regarding the St. Paul Library budget and the St. Paul Police Department budget.

The next City 2023-2024 Budget workshop is scheduled for Thursday, July 27, 2023 at 5:15 p.m. in the City Council Chambers.

There was no further business to come before this session of the Council.

Council President Feeken adjourned the workshop at 8:42 p.m.

DATE: _____

Mike Feeken, Council President

Connie Jo Beck, City Clerk/Deputy Treasurer

**City of St Paul
Special Council Meeting Minutes
2023 – 2024 Budget Workshop**

Thursday, July 27, 2023, 5:15 p.m.

A special meeting of the Mayor and City Council of the City of St. Paul, Nebraska was held at City Hall in said City on Thursday, July 27, 2023 at 5:15 p.m. Present were Council members: Katie Kowalski, Chuck Schmid, and Bill Peters. Absent: Mayor Joel M. Bergman and Council member Mike Feeken. Notice of the meeting was posted in four (4) places. Notice of this meeting was communicated in the advance notice. All proceeds thereafter shown were taken while the convened meeting was opened to the attendance of the public.

Council member Kowalski opened the special meeting at 5:15 p.m., with the approval of Mayor Bergman. Council member Kowalski also announced 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. Council member Kowalski 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.

A second (2nd) budget workshop was held to review the proposed City of St. Paul's 2023 – 2024 Budget. City Clerk Connie Jo Beck will be making necessary changes to the St. Paul Police Department budget regarding the hourly wages. Council member Schmid moved to approve the Chief of Police and all Police Officers receive a 12% hourly wage increase and the Police Sergeant to receive a 9% hourly wage increase. Council member Peters seconded the motion. Council members Kowalski, Schmid & Peters voted aye, nays none. Motion carried 3/0.

City Clerk Connie Jo Beck will be contacting the St. Paul Public School regarding the St. Paul Public Library hourly wages.

The City Council members scheduled a 2023-2024 Budget public input hearing on August 21, 2023 at 5:30 p.m. in the City Council Chambers. The hearing will be prior to the regular City Council meeting on August 21, 2023.

There was no further business to come before this session of the Council.

Council member Kowalski adjourned the workshop at 6:02 p.m.

DATE: _____

Joel M. Bergman, Mayor

Connie Jo Beck, City Clerk/Deputy Treasurer

St. Paul Planning Commission
July 31, 2023
Meeting Minutes

A meeting of the St. Paul Planning Commission was convened in open and public session on the 31st day of July, 2023 in the Council Chambers at the City office, 704 6th Street, St. Paul, Nebraska.

Chairman Woodgate called the meeting to order at 12:01 p.m. with a statement regarding the Open Meetings Act; which is posted on the west wall of the City Council chambers. The notice of the meeting was published in the Phonograph Herald, a legal newspaper in Howard County, Nebraska. The agenda was sent to the Commission members prior to the meeting, and was posted in four (4) public places. Commission members present: Chairman Jerry Woodgate, Connie Becker, Arvilla Jacobs, Tyler Solko, and Tony Walch. Commission members absent: None. Also present Zoning Administrator Matt Helzer, Laura Berthelsen (minutes).

Commission member Solko moved to approve the July 26, 2023 meeting minutes. Commission member Becker seconded the motion. Commission members Woodgate, Becker, Jacobs, Solko, and Walch voted aye, nays none. Motion carried 5/0.

Commission member Becker moved to ratify the administrative approval of the following zoning permit:

2023-28 Kelsey Scheer – fence at 1619 Kendall Street

Commission member Jacobs seconded the motion. Commission members Woodgate, Becker, Jacobs, Solko, and Walch voted aye, nays none. Motion carried 5/0.

Zoning Administrator Helzer presented the following zoning permit applications:

- (a) 2023-29 Sean Bradley – chicken coop and run at 911 Wallace Street
- (b) 2023-30 Ann Tuma – addition to existing building/demolish shed at 1116 Nelson Street
- (c) 2023-31 Bill & Kris Fousek – commercial building at 320 O Street

Commission member Walch moved to approve Zoning Permit applications 2023-29 through 2023-31. Commission member Solko seconded the motion. Commission members Woodgate, Solko, Becker, and Walch voted aye. Nays none. Commission member Jacobs abstained. Motion carried 4/0.

Commission member Jacobs moved to approve the Final Plat of Paul's North Subdivision. Commission member Walch seconded the motion. Commission members Solko, Becker, Woodgate, Walch, and Jacobs voted aye. Nays none. Motion carried 5/0. The final plat requires a public hearing before the City Council which is scheduled for Monday, August 7, 2023 at 6:30 p.m. after which it will be up for approval by the City Council.

Tony Walch discussed an issue he was having regarding property at 713 9th Street.

Discussion was had regarding the proposed zoning designation for Middle Loup Subdivision. Middle Loup Subdivision is currently zoned as Light Industrial. The St. Paul Development Corporation is attempting to sell lots in the subdivision, however some of the potential uses would

Zoning Classification R-1 Value \$ 4-5,000

PERMIT NUMBER 2023-28
FEE \$25.00 CASH CHECK# 1181 CC
rec'd 6/16/23

APPLICATION FOR A FENCE PERMIT

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

Property Owner Kelsey Scheer Contractor Self

Address 11619 Kendall St. Address

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

Phone Number 308-750-5322 Cell Phone

Complete Legal Description of the Property W. 8' of lot 1 + E 72' of lot 4, Blk 4, Wallace's Addn

Address of Fence Site 11619 Kendall St. St. Paul, NE 68873 Size & Kind 6' Wood

Replacement or New Fence: Partial New + Partial Replacement

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

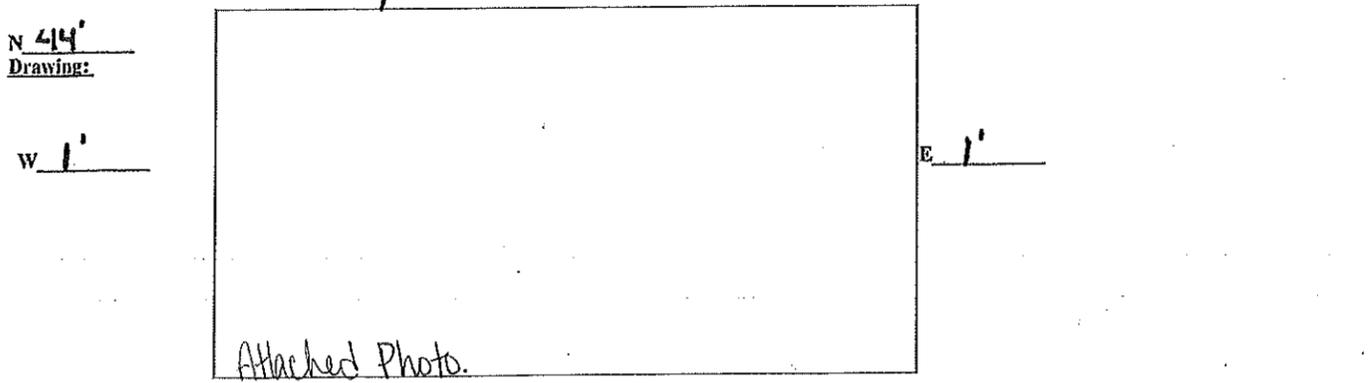
To Whom Should the Improvements be assessed? Kelsey Scheer

Contact Utility Superintendent at (308) 754-4483 regarding Inspection Matt Helzer Date of visit 6-27-23
(Matt Helzer's signature)

Recommendations needed before approval:

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

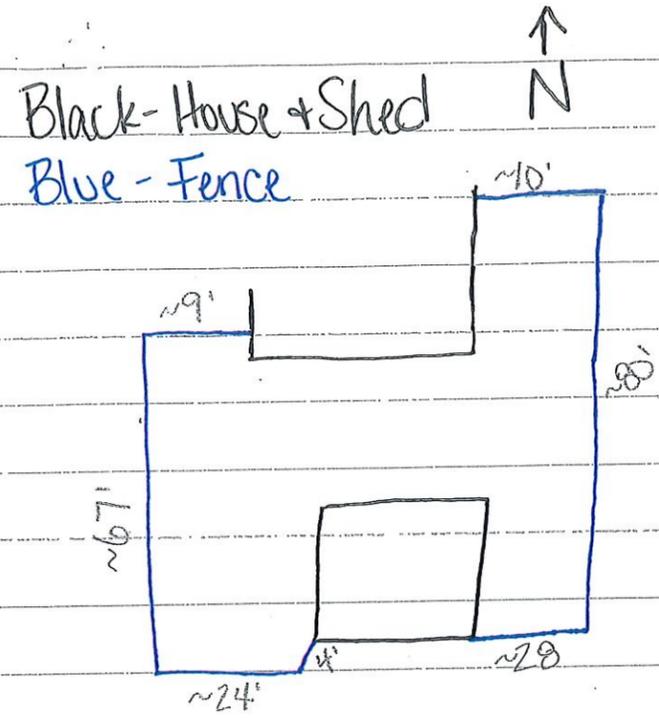
Signature of Applicant Kelsey Scheer Date 5/1/2023



For Office Use Only:
Permit is Approved Denied Matt Helzer Date 6/27/23
Zoning Administrator

Reasons for Denial:

2023-28

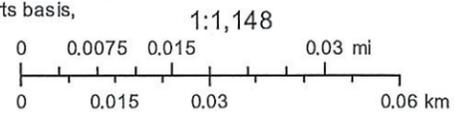


2023-28



June 27, 2023

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



Zoning Classification R-2 Value \$ 2,000.⁰⁰ PERMIT NUMBER 2023-29
 Please call 811 before completing form FEE \$25.00 CASH CHECK# pd 7/26/23

APPLICATION FOR A RESIDENTIAL ZONING PERMIT

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

Property Owner Sean Bradley Contractor Myself
 Address 911 Wallace St. Address 911 Wallace St
 City, State, Zip St. Paul, NE, 68873 Phone Number 308-850-9436
 Phone Number 308-850-9436 Cell Phone 308-850-9436

Complete Legal Description of the Property Residential 055' of S 137' of Lot 1 Block 2 Kendall's Addl St. Paul
 Address of Construction Site 911 Wallace St St Paul NE, 68873
 (If none, one must be registered with City of St. Paul) In the Flood plain? NO

Proposed Structure Chicken Coop and Run Dimension of Structure 75² feet - 5'w, 15'L, 7'H
 Distance from Front property line East 126' Distance from Rear Property Line West 6'
 Distance from Side Property Line South 45' Distance from Second Side Line North 6'

Is there a utility easement on any side of the property? yes
 Approximately when will construction Start Aug 2023 Finish Sept 2023

Contact Utility Superintendent at (308) 754-4483 regarding Set-Back Inspection. Matt Helzer Date of visit 7-26-23
 (Matt Helzer's signature)

Recommendations needed before approval: _____

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

For Office Use Only:

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

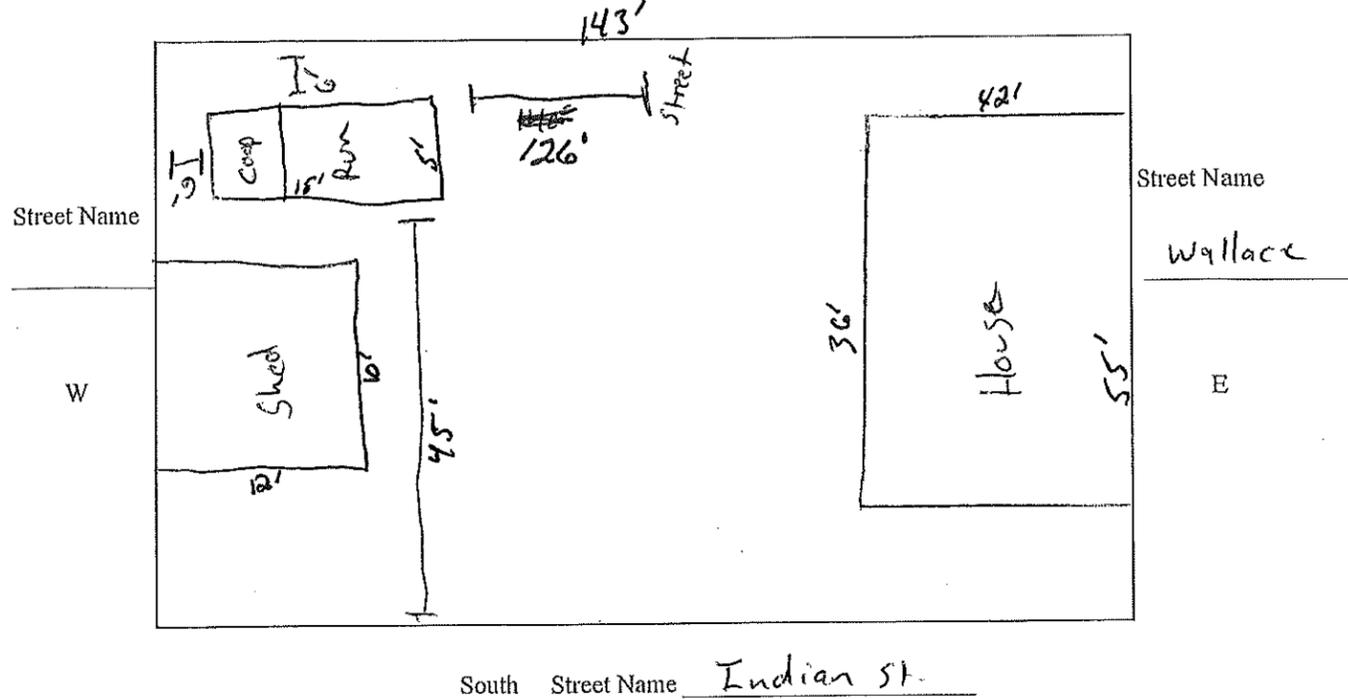
Does the proposed use meet all the required setback distances? YES X NO _____

Is a conditional use required for the proposed use? YES _____ NO X

Has a Conditional Use Permit been issued for this proposed use? YES _____ NO X
 If yes, when does it expire? _____

Site Plan Sketch:

North Street Name Jay St



South Street Name Indian St.

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

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

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

Signature of Applicant *Ben Brumley* Date 7/26/2023

For Office Use Only:

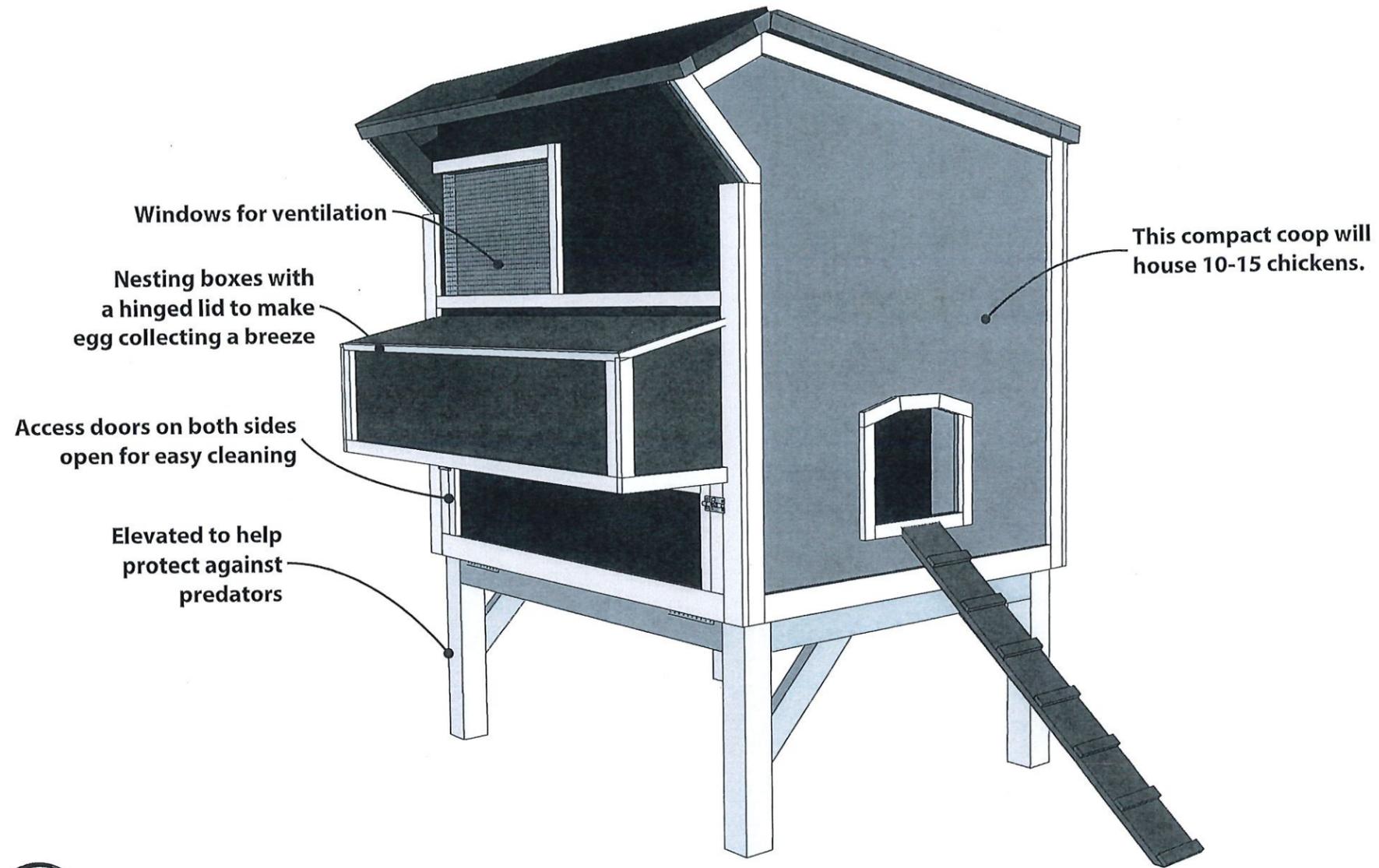
Permit is Approved _____ Denied _____ Zoning Administrator Signature _____ Date _____

Reasons for Denial: _____

Figure A
Compact Chicken Coop

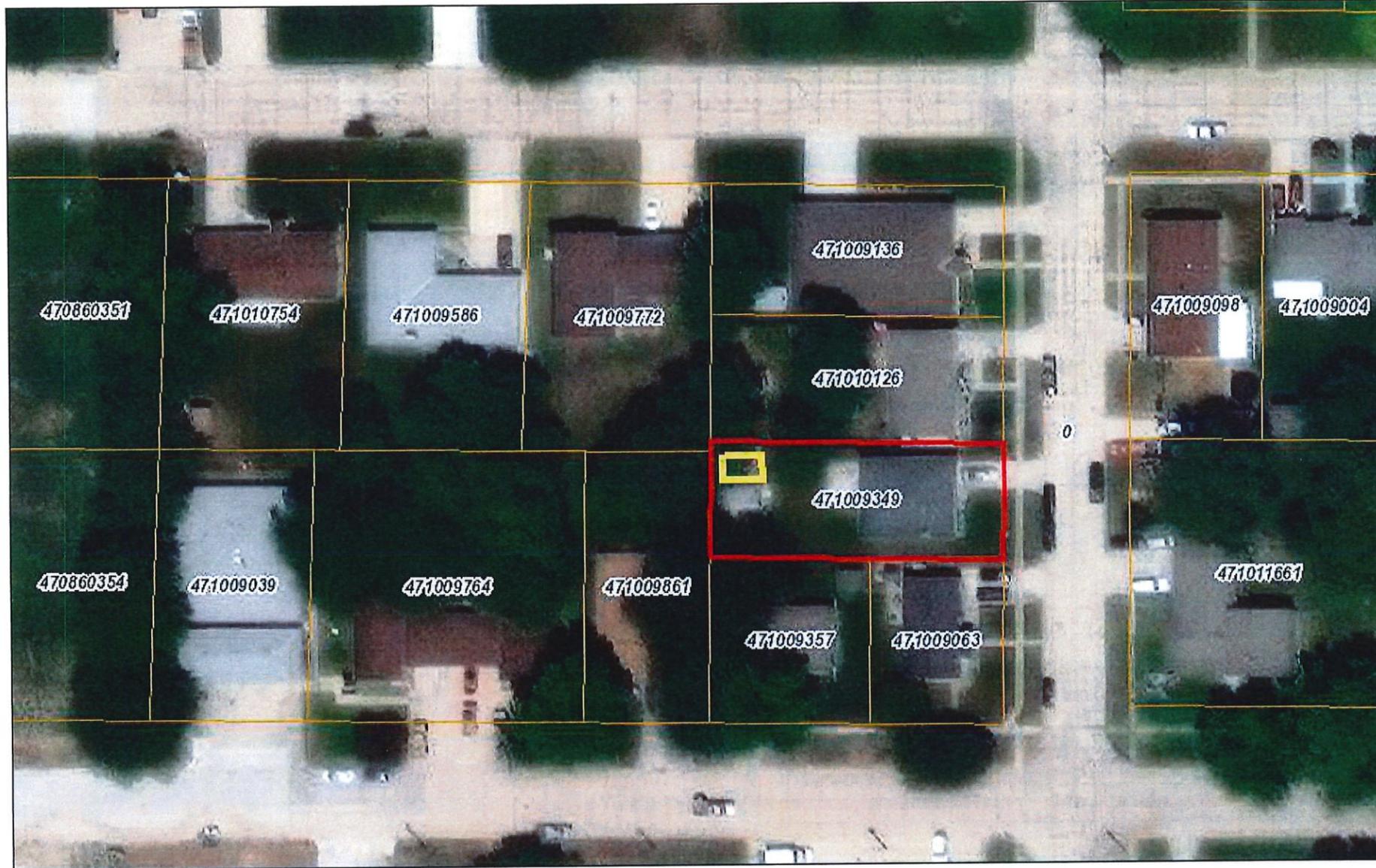
OVERALL DIMENSIONS:
60" Deep x 65" Wide x 85" Tall

2023-29



© 2019 April Wilkerson

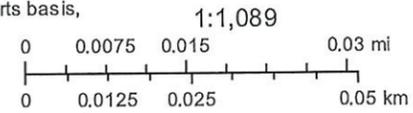
www.wilkerdos.com

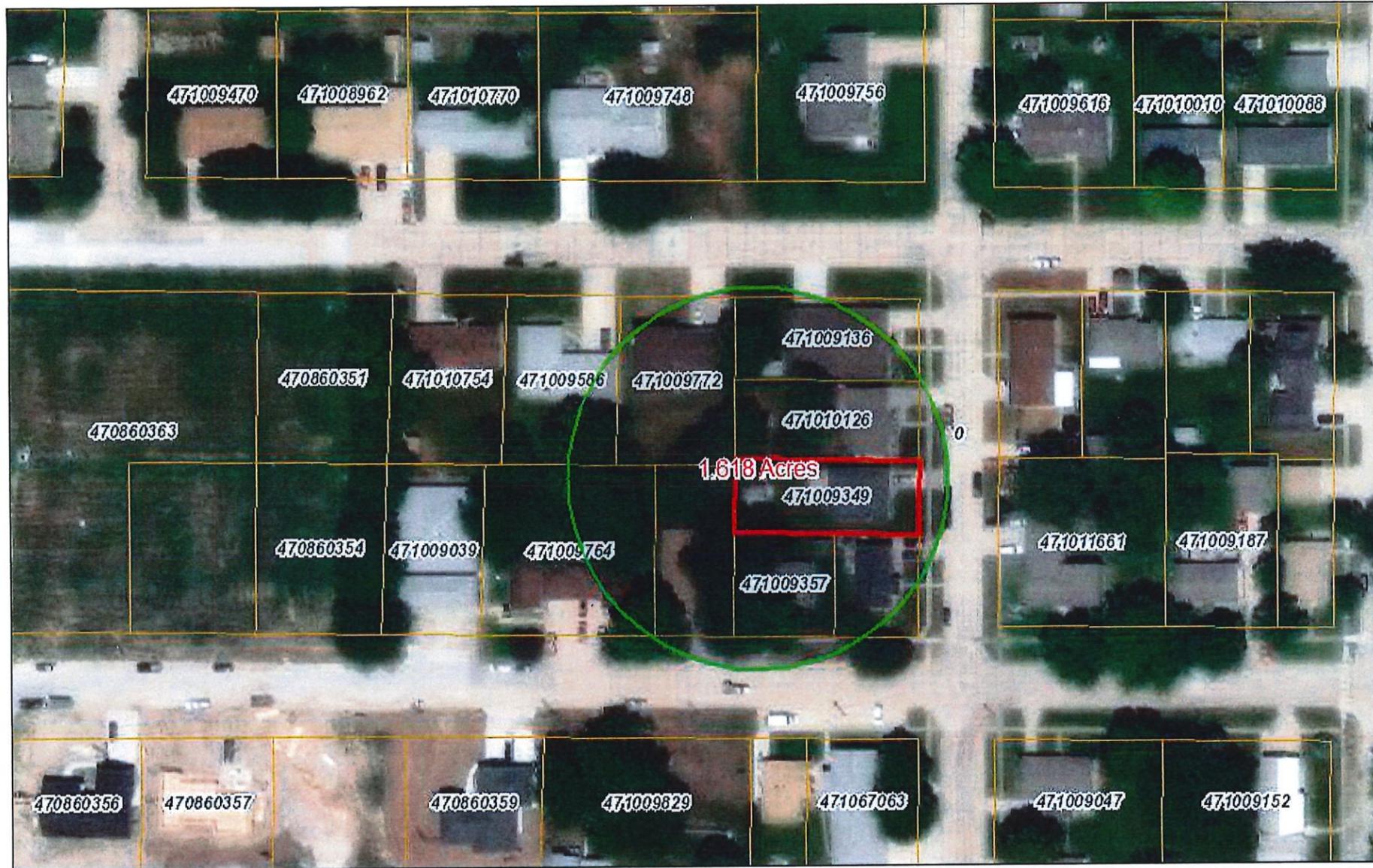


July 26, 2023

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Parcels



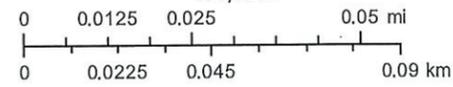


July 26, 2023

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Parcels

1:1,728



2023-29

Per city/county regulations and discussion with representatives at City Hall and the Dept of Health you are informing all adjacent neighbors of your intentions:

1. Our family, your neighbor, intend to keep chickens in our fenced/enclosed back yard @ 911 Wallace Street in the county of Howard & city of Saint Paul Nebraska for the purpose of providing more nutritious & healthy eggs and poultry products for family food consumption.
2. Our family will be building an attractive/quality coop & run sufficiently distant from all property lines that no debris would affect any neighbors property, and if visible, not be an eyesore.
3. Our family will be properly dealing with any/all chicken waste products in a manner to eliminate/avoid any noxious odors/debris affecting neighboring property owners.
4. Our family will be keeping all chickens enclosed within the coop until a reasonable hour daily and overnight to prevent possible noise issues that might upset neighbors.
5. Our family will be making every effort to prevent or make it difficult to impossible for any chickens to "escape" or leave the property to enter neighboring properties.
6. Our family will remain open to future discussion with you regarding any issue the chickens are causing that may interfere with your enjoyment of your property and associated rights.
7. Neighbor/your signature(s) below indicate that they/you have been notified of my/our intention to own/house chickens on a neighboring property.

Signature *Bob Bradley* Date 7/7/2023

Signature *Jean Silva* Date 7/7/2023

Neighbor 1 Address 905 Wallace

Name Andrea Beough (printed)

Signature *[Signature]* Date 7/7/23

Neighbor 2 Address 1410 Indian Street

Name Christian Ecker (printed)

Signature *Christian Ecker* Date 7/7/23

2023-29

Neighbor 3 Address 1424 Indian Street
Name John Verley (printed)

Signature John Verley Date 7-7-23

Neighbor 4 Address 919 WALLACE ST.
Name LORSA Goettsch (printed)

Signature L. Goettsch Date 7-7-23

Neighbor 5 Address 1419 Jay St
Name Corby Schulte (printed)

Signature Corby Schulte Date 7-7-23

Neighbor 6 Address 1423 Jay St
Name Bertha Jerabek (printed)

Signature Bertha Jerabek Date 7-7-23

Neighbor 7 Address 1420 INDIAN ST
Name ROBERT WARD (printed)

Signature Robert Ward Date 7/8/23

Neighbor 8 Address 923 WALLACE
Name Jesse Jakubowski (printed)

Signature Jesse Jakubowski Date 7/9/23

Neighbor 9 Address 1416 Indian St.
Name Lindsay M. Washington (printed)

Signature Lindsay M. Washington Date 7/21/23

Neighbor 10 Address 1424 1/2 Indian St
Name Laine Nilson (printed)

Signature Laine Nilson Date 7-22-23

Zoning Classification R-1 Value \$ 1,100.⁰⁰ PERMIT NUMBER 2023-30
Please call 811 before completing form FEE \$25.00 CASH CHECK# pd 7/26/23

APPLICATION FOR A RESIDENTIAL ZONING PERMIT

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

Property Owner Ann Tuma Contractor Chris Meyer Construction
Address 1116 Nelson ST Address St Paul
City, State, Zip ST PAUL, NE 68823 Phone Number _____
Phone Number 750-2626 Cell Phone 750-5941

Complete Legal Description of the Property Lots 1, 2, 5-6 Exc 5 18' of lot 5 block 6 Wallace's
add 4 part of vacated L St St Paul
Address of Construction Site SAA 1116 Nelson Street
(If none, one must be registered with City of St. Paul) In the Flood plain? NO

Proposed Structure lean to add'n to existing building Dimension of Structure 14' x 26'
Distance from West Front property line 110' Distance from East Rear Property Line 132'
Distance from North Side Property Line 10' Distance from South Second Side Line 158'

Is there a utility easement on any side of the property? NO
Approximately when will construction Start Aug 2023 Finish Dec 2023

Contact Utility Superintendent at (308) 754-4483 regarding Set-Back Inspection. Matt Helzer Date of visit 7-26-23
(Matt Helzer's signature)

Recommendations needed before approval: Owner will also demo old 10'x12' metal shed

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

For Office Use Only:
Is the proposed use permitted within this zoning district? YES NO _____
Does the proposed use meet all the required setback distances? YES NO _____
Is a conditional use required for the proposed use? YES _____ NO
Has a Conditional Use Permit been issued for this proposed use? YES _____ NO
If yes, when does it expire? _____

Site Plan Sketch:

North Street Name _____

Street Name

Street Name

See Attached

W

E

South Street Name _____

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

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

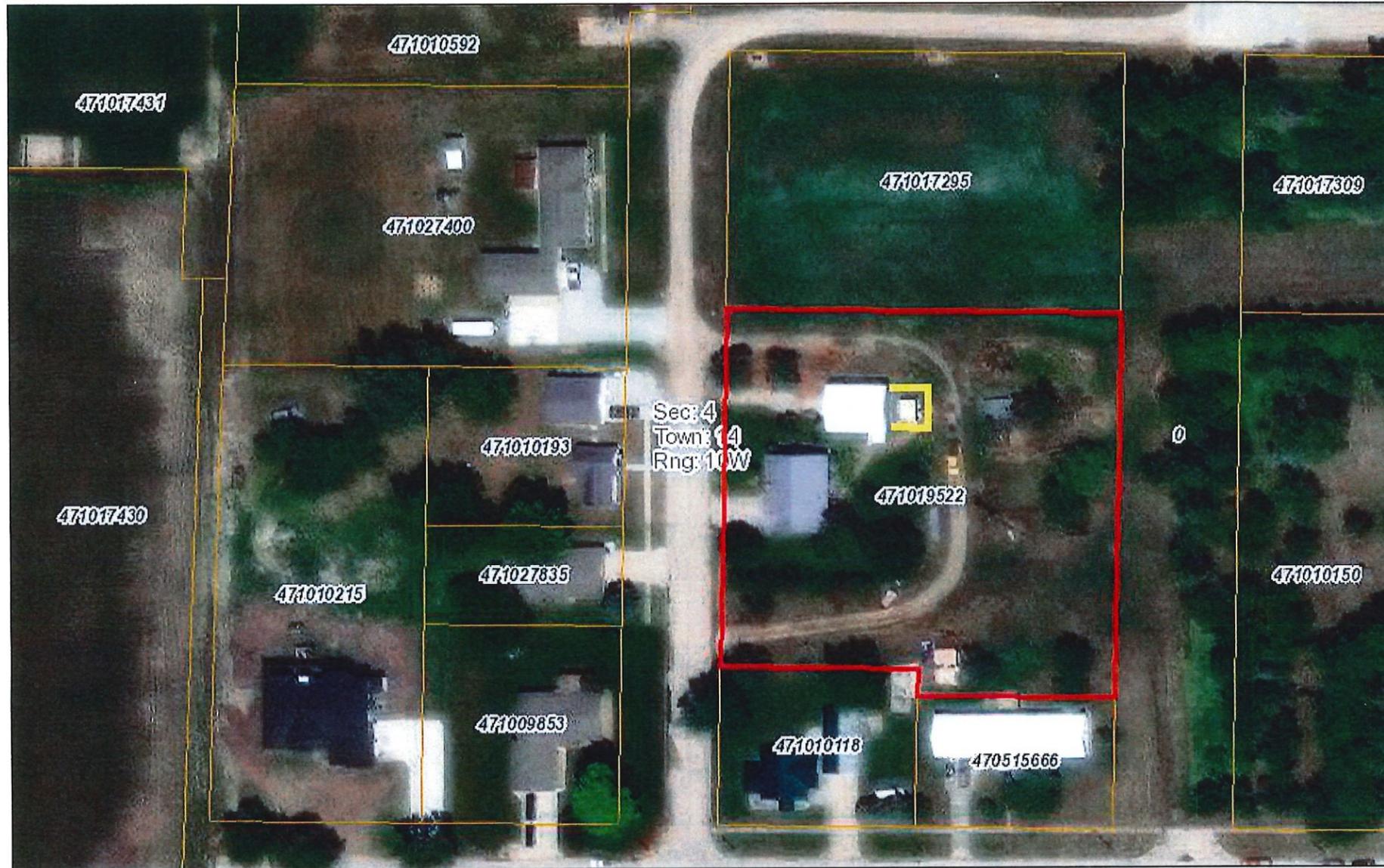
The signature also indicates permission granted to the Zoning Administrator to inspect the construction site in which this permit is granted at any time until construction is completed.

Signature of Applicant [Signature] Date 7-26-2023

For Office Use Only:

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

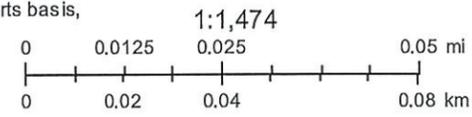
Reasons for Denial: _____



July 26, 2023

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- Parcels
- Sections

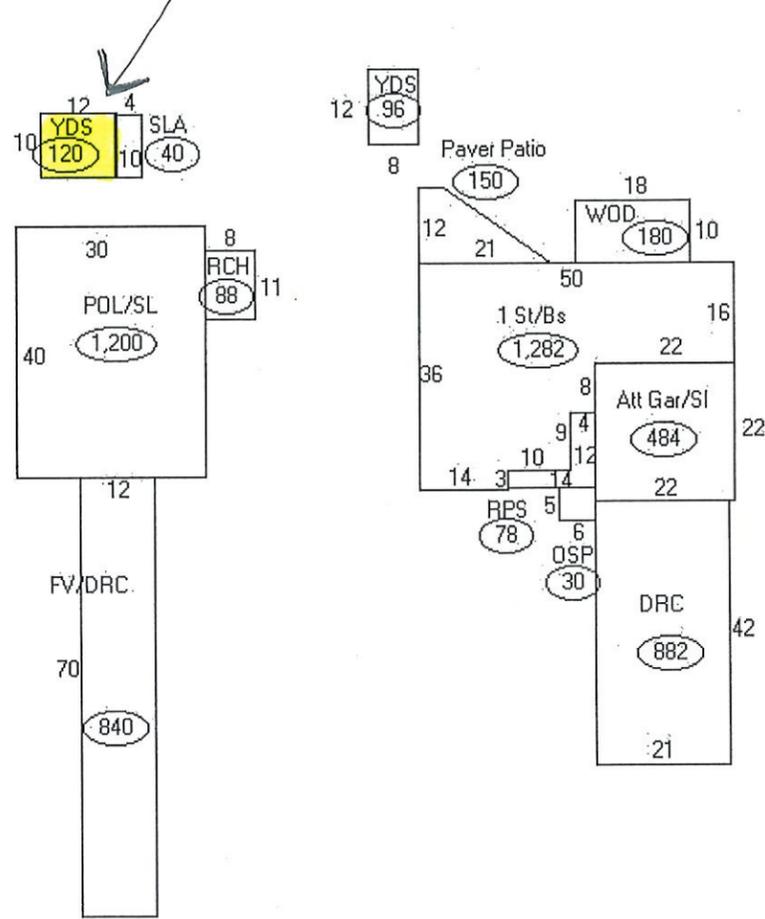


2023-30

Shed to be demolished

rent Move : R39U1

Parcel #: 471019522



Zoning Classification HC

Value \$ 49,000

PERMIT NUMBER 2023-31

FEE \$100.00 CASH _____

CHECK# 1670
pd 7/27/23

APPLICATION FOR A COMMERCIAL ZONING PERMIT

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

Property Owner Bill + Kris Fousek Contractor Bill Fousek

Address 517 N St Address 517 N St St. Paul NE

City, State, Zip St Paul NE 68073 Phone Number 308 750 7975

Phone Number 308 750 7975 Cell Phone " " "

Complete Legal Description of the Property Part of Lots 4,5,6 Block 35 07 St. Paul

Address of Construction Site 320 0 St.
(If none, one must be registered with City of St. Paul or the 911 center.) Is property in the Flood Plain? NO

Proposed Structure & Use Storage Dimension of Structure 40 X 136

Plans Submitted to Fire Marshall Office YES

Distance from Front ^{South} property line 40' Distance from Rear ^{North} Property Line 24'

Distance from Side ^{West} Property Line 10' Distance from Second Side ^{East} Property Line 30'

Is there a utility easement on either the back or side property? NO If so attach a copy of neighbor approval.

Approximately when will construction Start Sept 1, 2023 Finish Sept 1, 2024

Contact Utility Superintendent at (308) 754-4483 regarding Set-Back Inspection. Matt Helzer Date of visit 7-27-23
(Matt Helzer's signature)

Recommendations needed before approval: _____

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

For Office Use Only:

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

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

Is a conditional use required for the proposed use? YES _____ NO

Has a Conditional Use Permit been issued for this proposed use? YES _____ NO
If yes, when does it expire? _____

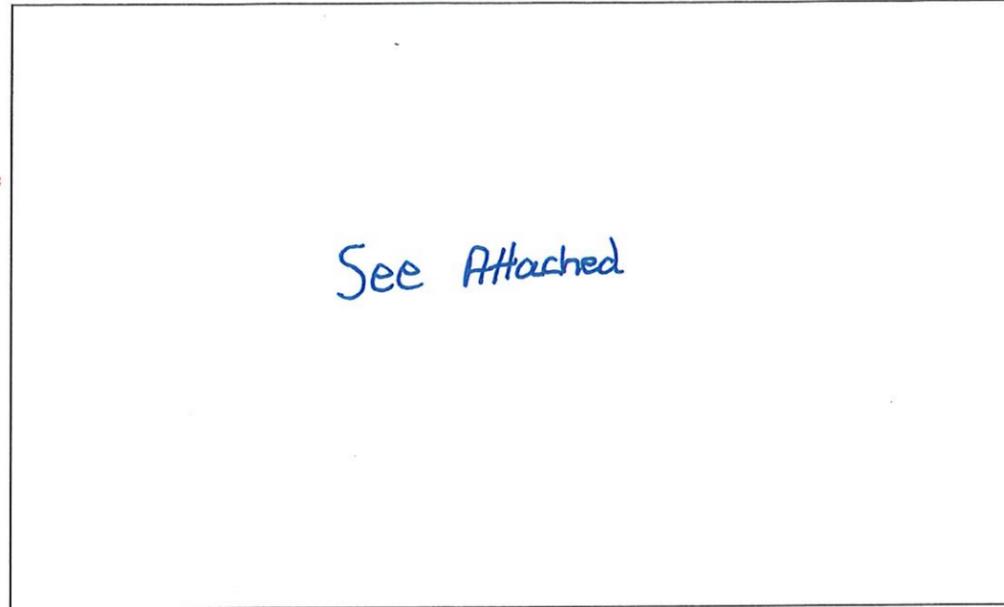
PERMIT NUMBER 2023-31

Site Plan Sketch:

North Street Name _____

West Street Name _____

East Street Name _____



South Street Name _____

Indicate, by drawing, the shape and dimensions of the land, shape and dimensions of all existing and proposed building and structures and the distances from the proposed building and structures to all lot lines (from road frontages, side and rear lot lines). Show the location of roads fronting the property. **MUST CALL DIGGERS HOTLINE @ 811 BEFORE DIGGING – CONSTRUCTION ON UTILITY EASEMENTS IS NOT PERMITTED. NEW CONSTRUCTION MUST CALL Electrical Inspector, Kim Farnstrom 308-728-7612**

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

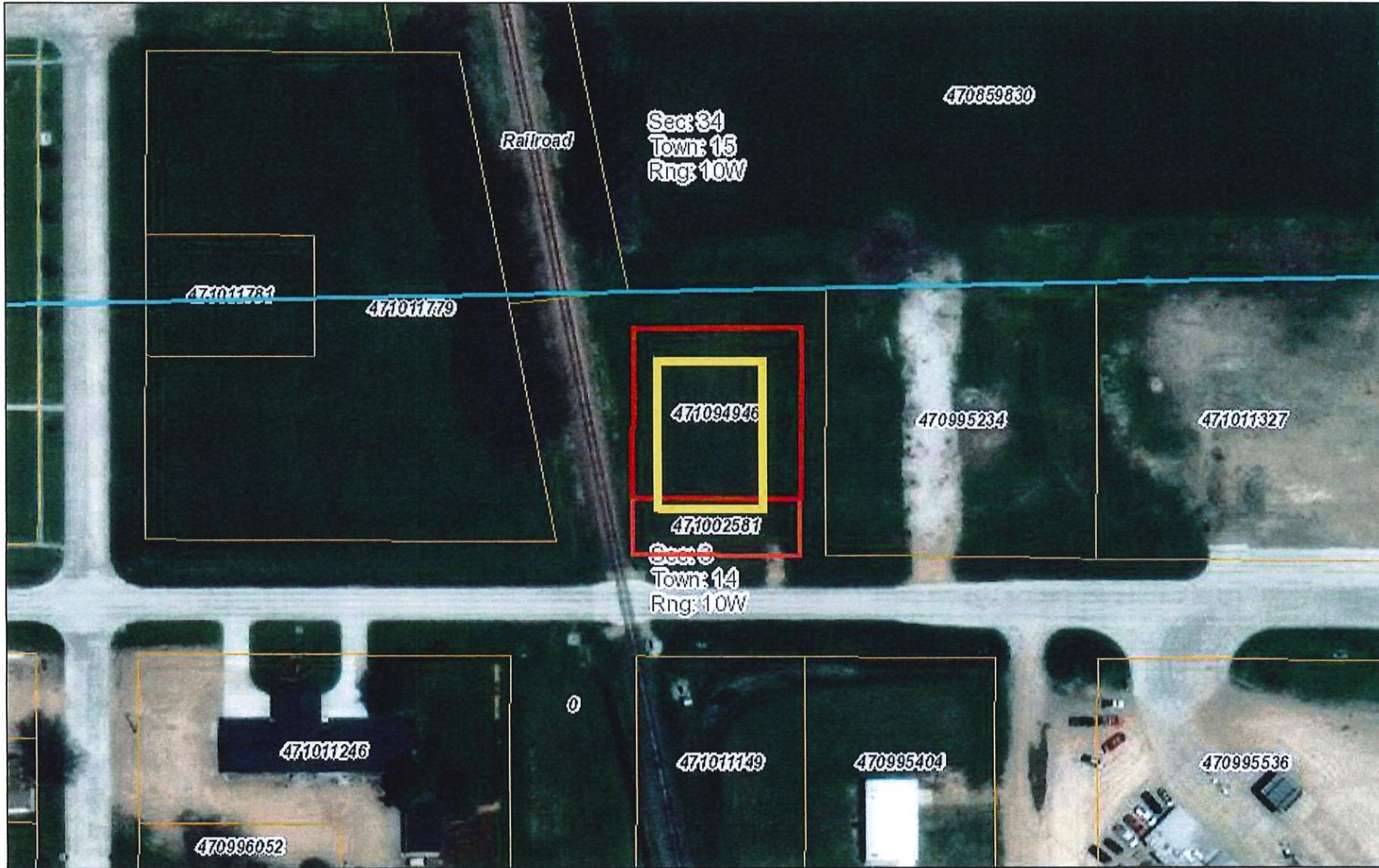
The signature also indicates permission granted to the Zoning Administrator to inspect the construction site in which this permit is granted at any time until construction is completed and a Certificate of Occupancy is issued.

Signature of Applicant William C Fane Date July 27 2023

For Office Use Only:

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

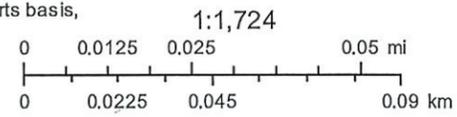
Reasons for Denial: _____



July 27, 2023

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

- Parcels
- Sections



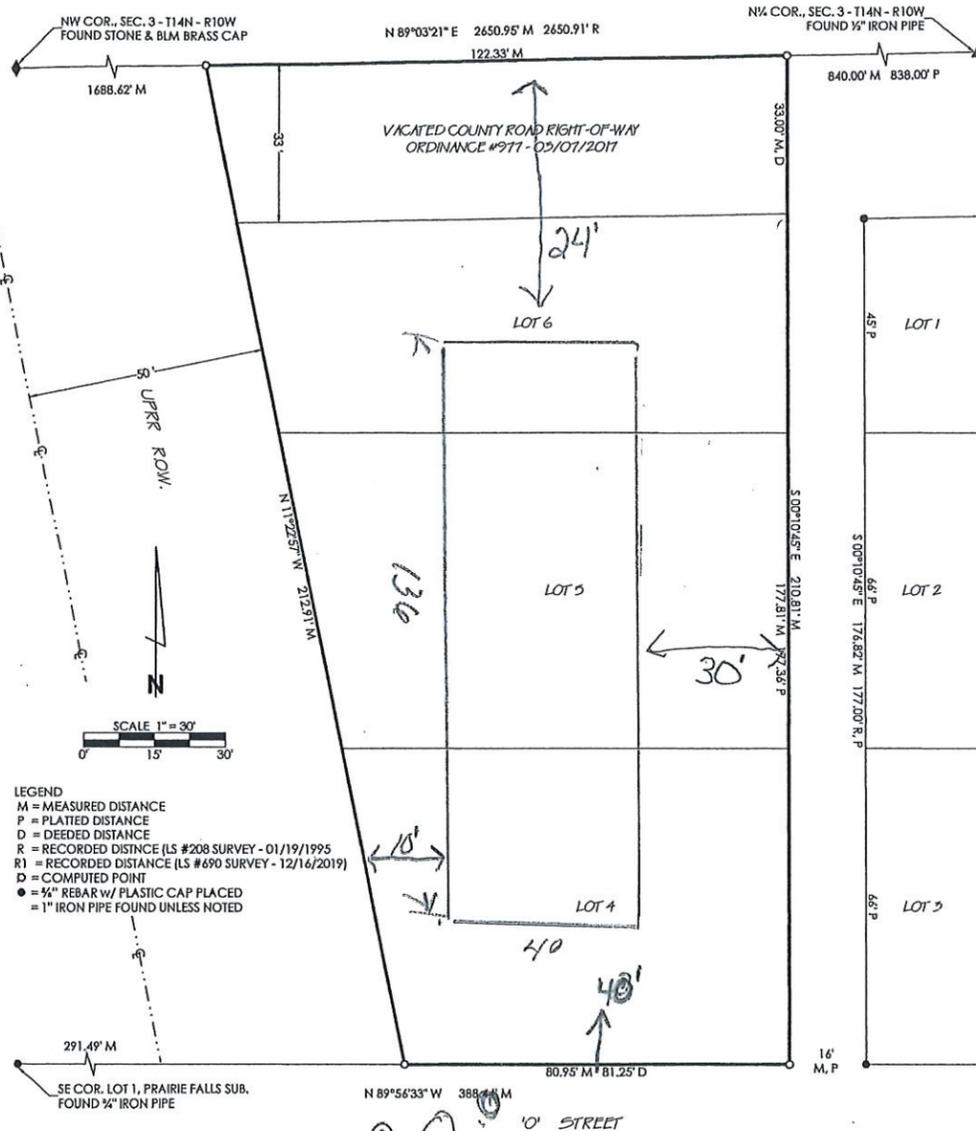
PART OF LOTS 4, 5, & 6, BLOCK 35, ORIGINAL TOWN,
CITY OF ST. PAUL, HOWARD COUNTY, NE

2023-31

CORNER TIES

NW COR., SEC. 3 - T14N - R10W
FOUND STONE & BLM BRASS CAP
IN VAULT UNDERNEATH MANHOLE
33.77' NW to TOP NUT OF FIRE HYDRANT
0.49' NE to BLM REFERENCE MARKER
42.54' NE to BLM REFERENCE MARKER
44.92' SE to BLM REFERENCE MARKER

N¼ COR., SEC. 3 - T14N - R10W
FOUND ½" IRON PIPE
38.85' NW to MAG NAIL IN POWER POLE
39.80' N to SE COR. OF BRICK BUILDING
33.00' S to ½" REBAR
42.30' SW to MAG NAIL IN POWER POLE



LEGEND
M = MEASURED DISTANCE
P = PLATTED DISTANCE
D = DEEDED DISTANCE
R = RECORDED DISTANCE (LS #208 SURVEY - 01/19/1995)
R1 = RECORDED DISTANCE (LS #690 SURVEY - 12/16/2019)
D = COMPUTED POINT
● = ½" REBAR w/ PLASTIC CAP PLACED
○ = 1" IRON PIPE FOUND UNLESS NOTED

LEGAL DESCRIPTION
All of that portion of Lots Four (4), Five (5), and Six (6), Block Thirty Five (35), Original Town, City of St. Paul, Nebraska, lying east of the Union Pacific Railroad right-of-way AND all of that portion of the abutting County Road right-of-way vacated by Ordinance #977 recorded March 07, 2017 in Miscellaneous Book 17, Page 966. Said tract contains 0.49 acres more or less.

SURVEYOR'S CERTIFICATE
I, Evan A. Jasnowski, Nebraska Registered Land Surveyor #776, duly registered under the Land Surveyor's Regulation Act, do hereby state that at the request of Bill Fousek, I have caused to be made a survey of the land depicted on the accompanying plat; that said plat is a true delineation of said survey performed personally or under my direct supervision; that said survey was made with reference to known and recorded monuments marked as shown, and to the best of my knowledge and belief is true, correct, and in accordance with the Minimum Standards for Surveys in effect at the time of this survey.

Evan A. Jasnowski
Evan A. Jasnowski
03/05/2021
Date



Nebraska Survey Record Repository
RECEIVED
\$2.50
APR 12 2021
HOWARD
1513-233

JASNOWSKI SURVEYING LLC
PROJECT NUMBER 21-LS-28 - DATE 03/05/2021
WIN BY E.A.J. - CHECKED BY E.D.J.
314 STREET, AURORA, NE 68010
PHONE 402-694-8103 - EMAIL ejasnowski@gmail.com

Filing Fee: \$300.00

Date Paid: 2/13/23 CASH CHECK# 4399 CREDIT CARD
pd 2/13/23

Application For Subdivision

City of St. Paul, Nebraska

Subdivision Name: Kaul's North

Owner/Applicant Name: Troy Lukasiwicz

Applicant's Address & Phone # 946 13th Ave
St. Paul Ne 68873
308 750 0201

Legal Description of Property from which the Subdivision is being made:
34 15 10

Zoning District of subject property: AGR - Agricultural Residential

Present use of subject property: Ag

Desired use of subject property: Commercial (-future)

Area from which the Subdivision is being taken _____ Area in proposed Subdivision _____

Will the Subdivision result in any increases in service requirements such as, utilities, schools, traffic control, streets, bridges, etc., or will it interfere with maintaining existing service levels?

Yes _____ No X

Is there direct access to an improved road or street? Yes X No _____

Has the proposed tract been previously split in accordance with these regulations or the zoning regulations? Yes _____ No X. If Yes, complete the vacating subdivision application & fee.

Documents Required with this Application:

- Preliminary / Final Plat
- Certified list of property owners within 300 feet prepared by Title Company
- Subdivision Application Fee

Signature of Owner/Applicant: Troy Lukasiwicz
Date: 2-13-23

Prel. Plat rec'd 5/23/23

FOR OFFICE USE:

Date of Pre-plat conference: _____ Date of Notifications: 5/30/23

Notifications: School Dist. County HGRPPD Fire FID NDOT

Does the proposed plat meet all the subdivision requirements? Yes No _____ If not, list the discrepancies:

Date before Zoning Commission: Preliminary 6/26/23 Final 7/31/23 Approved _____ Not Approved _____

Date before City Council: Preliminary 7/5/23 Final 8/7/23 Approved _____ Not Approved _____



Legend

- ▲ = Section Corner (See Description)
- = Corner Set 1/2" x 24" Rebar w/ Cap #610
- × = Calculated Point
- = Found 1" Pips
- (M) = Measured Distance
- (P) = Platted Distance
- (R) = Recorded Distance



Scale: 1" = 100'

STATE OF NEBRASKA
HOWARD COUNTY
FILED FOR RECORD

MO _____ DAY _____ 20
 AT _____ O'CLOCK _____ M. RECORDED
 IN SURVEY BOOK _____ OF PAGE _____
 BY _____ COUNTY CLERK

SURVEYOR'S CERTIFICATE

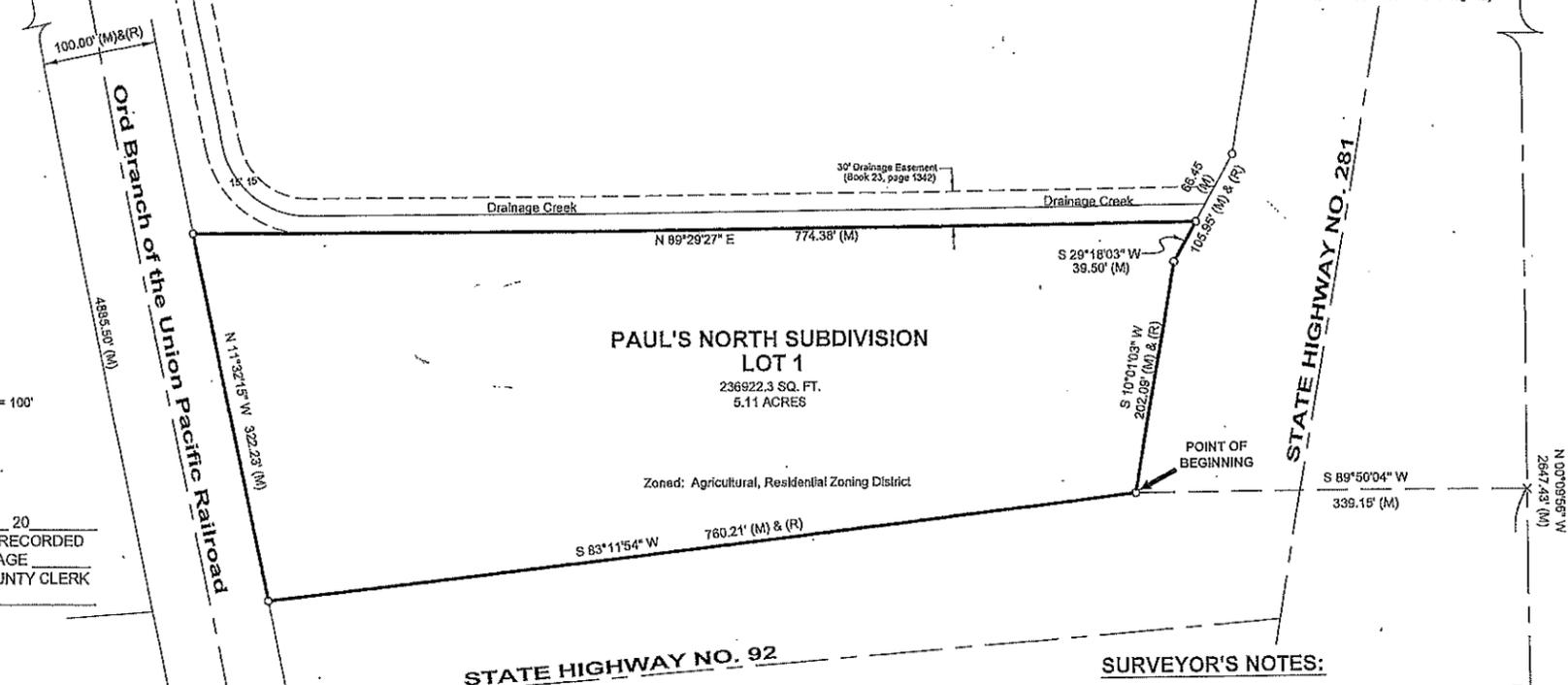
I hereby certify that this Subdivision Survey was prepared by me and the related survey work was performed by me or under my direct personal supervision and that I am a duly Registered Land Surveyor under the laws of the State of Nebraska.



James L. Blodgett
License Number 610

PAUL'S NORTH SUBDIVISION

FINAL PLAT
A PART OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION 34,
TOWNSHIP 15 NORTH, RANGE 10 WEST OF THE 6TH P.M., HOWARD COUNTY, NEBRASKA



NORTHEAST CORNER OF THE SOUTHWEST QUARTER (SW1/4) (CENTER QUARTER CORNER) SEC. 34 (T. 15 N, R. 10 W)
 FOUND BRASS CAP
 SE 88.07' X in Headwall
 WSW 36.41' Mag Nail in Post
 WNW 43.78' Mag Nail in Power Pole
 E 30.2' Center Line of Highway

PAUL'S NORTH SUBDIVISION DESCRIPTION:

Part of the Southwest Quarter (SW1/4) of Section 34, Township 15 North, Range 10 West of the 6th P.M., Howard County, Nebraska, more particularly described as follows:

Commencing at the Southeast Corner of the said Southwest Quarter (SW1/4); thence on an assigned bearing of thence North 00°09'56" West on the easterly line of said Southwest Quarter (SW1/4) a distance of 730.02 feet; thence South 89°50'04" West a distance of 339.15 feet to the westerly right-of-way line of State Highway 281, the northerly right-of-way line of State Highway 92, and also being the POINT OF BEGINNING; thence South 83°11'54" West on the said northerly highway right-of-way line a distance of 760.21 feet to the easterly right-of-way line of the Ord Branch of the Union Pacific Railroad; thence North 11°32'15" West on said easterly railroad right-of-way line a distance of 322.23 feet; thence North 89°28'27" East a distance of 873.83 feet to the westerly right-of-way line of State Highway 281; thence South 29°18'03" West on said westerly highway right-of-way a distance of 39.50 feet; thence South 10°01'03" West continuing on said westerly highway right-of-way a distance of 202.09 feet to the Point of Beginning containing a calculated area of 5.11 Acres more or less. Subject to all easements, agreements and restrictions of record.

SURVEYOR'S NOTES:

This survey was prepared without the benefit of a title report. Property is subject to all restrictions, record easements, agreements, adjoiners, and other recorded documents which might affect the quality of the property.

All Bearings are referenced from the Howard County Local Projection Coordinate System

SOUTHEAST CORNER OF THE SOUTHWEST QUARTER (SW1/4) (SOUTH QUARTER CORNER) SEC. 34 (T. 15 N, R. 10 W)
 Found 1/2" Pipe
 SW 42.30' MAG Nail in Power Pole
 NW 39.85' MAG Nail in Power Pole
 S 70.13' Near Side of Steel Post
 W 39.55' Nail in Paving Joint



PAUL'S NORTH SUBDIVISION

FINAL PLAT

A PART OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION 34,
TOWNSHIP 15 NORTH, RANGE 10 WEST OF THE 6TH P.M., HOWARD COUNTY, NEBRASKA

DEDICATION OF PLAT

Know to all Men by these presents, Troy M. Lukasiewicz and Delcie L. Lukasiewicz, husband and wife, the owners of the described hereon has caused the same to be Surveyed, Platted and Designated as the PAUL'S NORTH SUBDIVISION to the City of Saint Paul, Howard County, Nebraska as shown on the accompanying Plat thereof and that the foregoing subdivided lot is more particularly described in the description hereon as appears on this Plat is made with the free consent and in according with the desires of the undersigned owners.

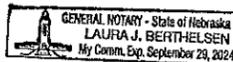
In witness thereof I have affixed my signature hereto at St. Paul
Nebraska on July 26, 2023

Troy M. Lukasiewicz
Troy M. Lukasiewicz
Delcie L. Lukasiewicz
Delcie L. Lukasiewicz

State of Nebraska)
County of Howard) SS

Acknowledgment
of
Notary

on this 26th Day of July, 2023
before me, a Notary Public in and for said County and State, came Troy M. Lukasiewicz and Delcie L. Lukasiewicz, to me personally known to be the same, acknowledged the execution of the same in testimony thereof, I have hereunto set my hand and affixed my Notary Seal the Day and Year above written.



Laura J. Berthelsen
Notary Public
My Comm. Expires: 9/29/2024

HOWARD COUNTY TREASURERS CERTIFICATE

I hereby certify that on this _____, 20____ The record on my office show no taxes due or delinquent upon the property described in the legal description of this plat.

Howard County Treasurer

CITY OF SAINT PAUL APPROVAL

This Plat of PAUL'S NORTH SUBDIVISION has been submitted to and approved by the City of Saint Paul on

_____, 20____

Mayor

City Clerk

APPROVAL OF PLANNING AND ZONING COMMISSION

This Plat of PAUL'S NORTH SUBDIVISION has been submitted to and approved by the City of Saint Paul Planning and Zoning Commission on

_____, 20____

Chairman

Secretary

SAINT PAUL CITY ENGINEER APPROVAL

This Plat of PAUL'S NORTH SUBDIVISION has been submitted to and approved by the Saint Paul City Engineer on

July 24, 2023

Jeff R. Palit
Saint Paul City Engineer

August 7, 2023 Disbursements

Gross Wages - July	115008.19
911 Custom (uniform)	43.00
Amazon Capital Services (books, supplies)	1352.53
AT&T Mobility (service)	345.24
Aurora Cooperative (fuel)	1349.18
Berl's Commercial Supply (supplies)	229.00
BJ's Garage (repair)	200.00
Black Hills Energy (natural gas)	2362.42
Blue Cross Blue Shield of NE (insurance)	39513.36
Bomgaars (supplies)	1011.14
Border States (supplies)	333.78
Bound to Stay Bound (books)	153.86
Cengage Learning (books)	139.15
Charter/Spectrum (service)	239.96
Chesterman Company (concessions)	151.60
City Health Deductible Savings (insurance)	5445.00
City of St. Paul 125 Plan (insurance)	100.00
Clearly (service)	193.45
Consumer Deposit (Rental for Washington) (rental fee)	250.00
COR Managed Services (service)	1526.00
Core & Main (supplies)	11129.03
Crescent Electric Supply (supplies)	235.87
Custer County Recycling (Service)	54.30
Demco (supplies)	759.57
Deterdings (supplies)	27.96
Dick's Repair (repair)	1340.28
Dutton-Lainson (supplies)	11967.76
Eakes Office Supply (service, supplies)	918.40
Einspahr, Sally (mileage)	151.96
Elan Financial Services (supplies, education, postage, fuel, car wash, meals, lodging, parking)	5262.07
Elmwood Cemetery (perpetual care)	400.00
Entech Pest Mgmt (service)	141.80
First Concord Benefits Group (service)	120.00
Galls (uniform)	242.13
GB Auto (service)	72.98
Hastings Fiber Glass (equipment)	1734.22
Heartland Disposal (service)	605.50
Heritage Bank (City) Utility Bill ACH Fee (fee)	25.00
Hometown Market (supplies)	1051.48
Howard County Medical Cntr (employment testing)	219.00
Howard Co. Treasurer (Dispatch Fee)	3122.42
Hydro Optimization & Automation (service)	361.12
Island Glass (supplies)	205.00
Jim's Truck Stop (fuel)	2405.23
John Deere Financial (supplies)	106.19

Kowalski, Trevor (registration, meal)	107.24
Liquid Engineering (service)	2815.00
Loup Valley Supply (supplies, repair)	627.34
Madison Nat'l Life (insurance)	209.38
Mutual of Omaha (insurance)	134.28
NE Dept of Revenue: Sales Tax Submittal (Form 13) (sales tax)	15735.33
NE Public Health Environ (lab)	16.00
NE Salt & Grain (supplies)	4021.63
Olsson (engineering)	9197.98
Open Caret (service)	400.00
Parts Bin (supplies)	94.11
Petty Cash (car wash, registration, meal)	38.99
Phonograph Herald (publish)	436.47
Robinson, Grady (car wash, meal)	21.96
Sample, Matt (uniform)	46.02
Schaper & White (legal)	175.00
Servi-Tech (lab)	200.00
SOS Portable Toilets (service)	1395.00
St. Paul Public School (supplies, custodian)	2821.72
St. Paul Senior Center (rebate)	318.00
State of NE Dept of Rev (fee)	25.00
State of NE Central Svcs (telephone)	38.34
Thiel's Tire & Auto (service)	615.98
US Treasury (PCORI fee)	44.64

Non-General Disbursements

Citizens Bank & Trust: Check Order: Sales Tax Fire Station Proceeds (check order)	25.70
Sales Tax: Cline Williams: Middle Loup Subd & MAD Development Fourth Amendment to Redevelopment Agreement (Legal)	4351.00
Sales Tax: St Paul Dev Corp (operating funds)	35000.00
Sales Tax: St Paul Dev Corp (Middle Loup engineering fees)	9040.80
TIF: S. Squared Enterprises: #8659 & #8652 Prairied Falls (Proceeds)	1052.80
TIF: MAD Development (1/2 July 2023 Proceeds)	501.01
TIF: City of St. Paul (MAD Development 1/2 July TIF Proceeds)	501.00
Sales Tax: Street: Mtr Veh Tax: May 2023 Proceeds (Mtr Veh Tax)	6866.75
Sales Tax: Fire Station: May 2023 Proceeds (Fire Station)	18008.90
Sales Tax: 25% Infrastructure: May 2023 Proceeds (25% Infrast)	9004.45
Keno: Mayhew Signs: 1/2 Pymt Civic Center Electronic Sign Install (sign)	15514.00
Keno: Sargent Drilling: pool pump (supplies)	32158.33
Keno: NE Dept of Revenue 51C 2nd Qtr Rpt (tax)	5700.00

***Check Detail Register©**

Batch: Disb Aug7

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
11100 CHECKING					
70060	08/07/23	911 CUSTOM			
E 32-20-268		Uniforms	\$43.00	53761	Pol - name bar for uniform (Matt Sample)
		Total	\$43.00		
70061	08/07/23	AMAZON CAPITAL SERVICES			
E 44-20-242		BOOKS	\$19.54	1179-97D6-3	Lib - books
E 44-20-242		BOOKS	\$86.88	11KF-K9YC-	Lib - books
E 44-20-242		BOOKS	\$15.93	11PD-GTCH-	Lib - books
E 44-20-242		BOOKS	\$18.88	161R-C7PH-	Lib - books
E 44-20-242		BOOKS	\$18.88	161R-C7PH-	Lib - books
E 44-20-310		OFFICE SUPPLIES	\$19.99	16GQ-V63W-	Lib - post-it notes
E 44-20-242		BOOKS	\$300.92	16GQ-V63W-	Lib - books
E 44-20-242		BOOKS	\$45.56	19FP-7HRV-	Lib - books
E 44-20-242		BOOKS	\$366.14	1C6W-X77H-	Lib - books
E 44-20-242		BOOKS	\$37.25	1CPH-Q3TR-	Lib - books
E 44-20-242		BOOKS	\$90.70	1H43-Q7L4-1	Lib - books
E 44-20-310		OFFICE SUPPLIES	\$27.97	1H43-Q7L4-1	Lib - gel pens, correction tape
E 44-20-242		BOOKS	\$189.24	1HVJ-MNRN-	Lib - books
E 44-20-242		BOOKS	\$20.45	1J1L-34M7-V	Lib - books
E 44-20-310		OFFICE SUPPLIES	\$19.99	1KF-K9YC-W	Lib - thank you cards
E 44-20-242		BOOKS	\$22.40	1T96-1PK7-9	Lib - books
E 44-20-242		BOOKS	\$13.07	1V4R-XTRD-	Lib - books
E 44-20-242		BOOKS	\$5.77	1Y6P-K4K6-	Lib - books
E 44-20-242		BOOKS	\$14.98	1YH4-NVXJ-	Lib - books
E 44-20-242		BOOKS	\$17.99	1YQ6-LNL7-3	Lib - books
		Total	\$1,352.53		
70062	08/07/23	AT&T MOBILITY			
E 32-20-220		COMMUNICATION	\$345.24	07282023	Pol - cell phone and mobile internet service
		Total	\$345.24		
70063	08/07/23	AURORA CO-OP ELEVATOR CO.			
E 32-20-231		CITY GAS & OIL	\$24.26	100011	Pol - #94 unleaded
E 32-20-231		CITY GAS & OIL	\$48.10	100037	Pol - #96 unleaded
E 01-20-231		CITY GAS & OIL	\$57.62	100046	Lgts - #2 unleaded
E 03-20-231		CITY GAS & OIL	\$33.11	100054	Swr - #93 unleaded
E 32-20-231		CITY GAS & OIL	\$34.64	100198	Pol - #96 unleaded
E 32-20-231		CITY GAS & OIL	\$14.37	100217	Pol - #94 unleaded
E 02-20-231		CITY GAS & OIL	\$60.58	100237	Wtr - #1 unleaded
E 32-20-231		CITY GAS & OIL	\$34.61	100248	Pol - #95 unleaded
E 31-20-231		CITY GAS & OIL	\$29.69	100258	Fire - #51 hwy diesel
E 31-20-231		CITY GAS & OIL	\$31.55	100259	Fire - #50 unleaded (no receipt)
E 36-20-231		CITY GAS & OIL	\$59.60	100260	EMS - #99-1 hwy diesel
E 31-20-231		CITY GAS & OIL	\$38.99	100261	Fire - #56 unleaded
E 32-20-231		CITY GAS & OIL	\$39.52	100326	Pol - #94 unleaded
E 32-20-231		CITY GAS & OIL	\$33.19	100374	Pol - #96 unleaded
E 32-20-231		CITY GAS & OIL	\$33.15	100440	Pol - #95 unleaded
E 01-20-231		CITY GAS & OIL	\$26.73	100475	Lgts - #93 unleaded

CITY OF ST PAUL

***Check Detail Register©**

Batch: Disb Aug7

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 32-20-231		CITY GAS & OIL	\$22.33	100565	Pol - #95 unleaded
E 03-20-231		CITY GAS & OIL	\$45.64	100629	Swr - #2 unleaded
E 32-20-231		CITY GAS & OIL	\$35.44	100639	Pol - #94 unleaded
E 32-20-231		CITY GAS & OIL	\$40.56	100684	Pol - #96 unleaded (no receipt)
E 32-20-231		CITY GAS & OIL	\$23.72	99018	Pol - #94 unleaded
E 32-20-231		CITY GAS & OIL	\$31.57	99064	Pol - #95 unleaded
E 32-20-231		CITY GAS & OIL	\$33.81	99167	Pol - #96 unleaded
E 32-20-231		CITY GAS & OIL	\$31.64	99242	Pol - #94 unleaded
E 32-20-231		CITY GAS & OIL	\$35.75	99320	Pol - #96 unleaded
E 32-20-231		CITY GAS & OIL	\$18.74	99358	Pol - #94 unleaded
E 32-20-231		CITY GAS & OIL	\$35.22	99372	Pol - #95 unleaded
E 32-20-231		CITY GAS & OIL	\$37.49	99394	Pol - #96 unleaded
E 32-20-231		CITY GAS & OIL	\$30.68	99475	Pol - #94 unleaded
E 02-20-231		CITY GAS & OIL	\$80.15	99585	Wtr - #1 unleaded
E 32-20-231		CITY GAS & OIL	\$34.09	99612	Pol - #96 unleaded
E 32-20-231		CITY GAS & OIL	\$16.69	99635	Pol - #94 unleaded
E 32-20-231		CITY GAS & OIL	\$33.45	99653	Pol - #95 unleaded
E 32-20-231		CITY GAS & OIL	\$33.43	99688	Pol - #96 unleaded
E 32-20-231		CITY GAS & OIL	\$27.65	99772	Pol - #95 unleaded
E 32-20-231		CITY GAS & OIL	\$22.07	99868	Pol - #94 unleaded
E 32-20-231		CITY GAS & OIL	\$22.38	99869	Pol - 97 unleaded
E 32-20-231		CITY GAS & OIL	\$32.80	99917	Pol - #96 unleaded
E 31-20-231		CITY GAS & OIL	\$24.17	99923	Fire - #51 hwy diesel
		Total	\$1,349.18		
70064	08/07/23	BERLS COMMERCIAL SUPPLY			
E 42-20-270		UTILITY R & M	\$229.00	90105	Park - baby changing station (vandalism)
		Total	\$229.00		
70065	08/07/23	BJ S GARAGE LLC			
E 21-20-271		VEHICLE R & M	\$200.00	1084	Strs - #6 replace flasher module
		Total	\$200.00		
70066	08/07/23	BLACK HILLS ENERGY			
E 02-20-262		BLACKHILLS GAS	\$43.57		Wtr - well house natural gas
E 02-20-262		BLACKHILLS GAS	\$40.72		Wtr - Well #9 natural gas
E 02-20-262		BLACKHILLS GAS	\$95.13		Wtr - WTP natural gas
E 41-20-262		BLACKHILLS GAS	\$2,006.36		Pool - natural gas
E 31-20-262		BLACKHILLS GAS	\$48.11		Fire - natural gas
E 21-20-262		BLACKHILLS GAS	\$89.93		Strs - North yards natural gas
E 44-20-262		BLACKHILLS GAS	\$38.60		Lib - natural gas
		Total	\$2,362.42		
70067	08/07/23	BLUE CROSS BLUE SHIELD OF NE			
E 02-10-130		INSURANCE	\$6,934.70	3297956	Wtr - health insurance
E 10-10-130		INSURANCE	\$6,663.81	3297956	Gen - health insurance
E 01-10-130		INSURANCE	\$6,898.63	3297956	Lgts - health insurance
E 42-10-130		INSURANCE	\$3,142.28	3297956	Park - health insurance
E 32-10-130		INSURANCE	\$5,363.55	3297956	Pol - health insurance
E 21-10-130		INSURANCE	\$6,284.56	3297956	Strs - health insurance

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Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 03-10-130		INSURANCE	\$4,225.83	3297956	Swr - health insurance
		Total	\$39,513.36		
70068	08/07/23	BOMGAARS SUPPLY INC			
E 21-20-271		VEHICLE R & M	\$9.98	43926521	Strs - #17 & #18 spray grease
E 42-20-270		UTILITY R & M	\$30.03	43926876	Park - toilet bowl cleaner, Pine-Sol, wire
E 01-20-270		UTILITY R & M	\$18.18	43927617	Lgts - cable ties
E 03-20-270		UTILITY R & M	\$21.99	43927988	Swr - adapter sleeve
E 03-20-271		VEHICLE R & M	\$63.74	43928021	Swr - #8 trailer hitch
E 02-20-270		UTILITY R & M	\$5.97	43928092	Wtr - turnbuckle for Wellfield windmill repairs
E 04-20-271		VEHICLE R & M	\$119.97	43929369	Lndfl - tool boxes for new truck #2
E 32-20-272		TOOLS	\$29.99	43929427	Pol - tool box for evidence room
E 42-20-270		UTILITY R & M	\$11.38	43929981	Park - Pine-Sol
E 01-20-272		TOOLS	\$12.28	43930011	Lgts - rivets, drill bit
E 03-20-271		VEHICLE R & M	\$7.30	43930388	Swr - #8 brass connector, nuts & bolts
E 03-20-271		VEHICLE R & M	\$0.24	43930425	Swr - nut/bolts
E 03-20-271		VEHICLE R & M	\$0.50	43930475	Swr - #8 key ring
E 03-20-271		VEHICLE R & M	\$16.30	43930692	Swr - #8A diesel exhaust DEF
E 04-20-271		VEHICLE R & M	\$6.68	43930862	Lndfl - #2 fasteners
E 31-20-270		UTILITY R & M	\$89.90	43932559	Fire - floor dry for Hwy 281 accident
E 01-20-270		UTILITY R & M	\$19.24	43932830	Lgts - locator batteries
E 01-20-270		UTILITY R & M	\$2.99	43933021	Lgts - powdered graphite
E 02-20-270		UTILITY R & M	\$20.33	43933111	Wtr - shop towels, bathroom tissue, toilet bowl cleaner
E 42-20-520		BLDG/ R & M	\$39.99	43933392	Park - receptacles for park shelters
E 04-20-271		VEHICLE R & M	\$9.24	43933436	Lndfl - #2 fasteners
E 21-20-270		UTILITY R & M	\$21.98	43933477	Strs - trash bags for downtown garbage cans
E 42-20-270		UTILITY R & M	\$7.99	43934243	Park - spraypaint
E 42-20-520		BLDG/ R & M	\$249.99	43934453	Park - air conditioner for park shop
E 03-20-270		UTILITY R & M	\$4.29	43934774	Swr - nitrile gloves
E 01-20-270		UTILITY R & M	\$117.69	43935079	Lgts - weed sterilant
E 02-20-270		UTILITY R & M	\$23.52	43935135	Wtr - pipe nipples
E 01-20-270		UTILITY R & M	\$10.69	43935227	Lgts - drip pan
E 01-20-270		UTILITY R & M	\$38.77	43935427	Lgts - peg hooks
		Total	\$1,011.14		
70069	08/07/23	BORDER STATES INDUSTRIES, INC.			
E 01-20-270		UTILITY R & M	\$333.78	926734969	Lgts - #10 copper wire
		Total	\$333.78		
70070	08/07/23	BOUND TO STAY BOUND BOOKS INC			
E 44-20-242		BOOKS	\$153.86	204960	Lib - books
		Total	\$153.86		
70071	08/07/23	CENGAGE LEARNING INC / GALE			
E 44-20-242		BOOKS	\$43.98	81513506	Lib - books
E 44-20-242		BOOKS	\$95.17	81560934	Lib - books
		Total	\$139.15		
70072	08/07/23	CHARTER/SPECTRUM			

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E 31-20-220		COMMUNICATION	\$129.98	3710072523	Fire - internet service
E 10-20-220		COMMUNICATION	\$109.98	3710072523	Gen - internet service
		Total	\$239.96		
70073	08/07/23	CHESTERMAN COMPANY			
E 41-20-321		CONCESSIONS	\$212.24	11058113	Pool - cases of pop
E 41-20-321		CONCESSIONS	(\$60.64)	11075963	Pool - return excess pop
		Total	\$151.60		
70074	08/07/23	CITY HEALTH DEDUCTIBLE SAVINGS			
E 42-10-130		INSURANCE	\$363.00		Park - health reimbursement
E 03-10-130		INSURANCE	\$1,089.00		Swr - health reimbursement
E 01-10-130		INSURANCE	\$726.00		Lgts - health reimbursement
E 21-10-130		INSURANCE	\$726.00		Strs - health reimbursement
E 02-10-130		INSURANCE	\$1,089.00		Wtr - health reimbursement
E 10-10-130		INSURANCE	\$726.00		Gen - health reimbursement
E 32-10-130		INSURANCE	\$726.00		Pol - health reimbursement
		Total	\$5,445.00		
70075	08/07/23	CITY OF ST PAUL 125 PLAN			
E 02-10-130		INSURANCE	\$30.00		Wtr - life insurance
E 03-10-130		INSURANCE	\$20.00		Swr - life insurance
E 21-10-130		INSURANCE	\$20.00		Strs - life insurance
E 10-10-130		INSURANCE	\$20.00		Gen - life insurance
E 42-10-130		INSURANCE	\$10.00		Park - life insurance
		Total	\$100.00		
70076	08/07/23	CORE & MAIN			
E 03-50-550		IMPROVEMENTS	\$11,527.79	INV0002216	Swr - lab equipment
E 03-50-550		IMPROVEMENTS	\$25.90	INV0002252	Swr - lab equipment
E 02-20-270		UTILITY R & M	(\$424.66)	T221334	Wtr - return brass tee and ballcorp
		Total	\$11,129.03		
70077	08/07/23	CRESCENT ELECTRIC SUPPLY CO.			
E 42-20-270		UTILITY R & M	\$235.87	S511545772	Park - replacement bulbs for overhead lights at middle ballfield
		Total	\$235.87		
70078	08/07/23	CUSTER COUNTY RECYCLING			
E 04-20-325		Recycle Delivery	\$16.20	549	Lndfl - recycling trailer
E 04-20-325		Recycle Delivery	\$14.30	551	Lndfl - recycling trailer
E 04-20-325		Recycle Delivery	\$23.80	553	Lndfl - recycling trailer
		Total	\$54.30		
70079	08/07/23	DEMCO INC			
E 44-20-310		OFFICE SUPPLIES	\$759.57	7339318	Lib - labels, glue strips, label protectors, laminate sheets, tape, bar code labels, labeling system kit, packing tape, laminating tape
		Total	\$759.57		
70080	08/07/23	DETERDINGS			
E 41-20-270		UTILITY R & M	\$27.96	210885-1	Pool - parts for pool vac

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Check #	Check Date	Vendor Name	Amount	Invoice	Comment
Total			\$27.96		
70081	08/07/23	DICKS REPAIR			
E 04-20-271		VEHICLE R & M	\$1,340.28	34263	Lndfl - #2 replace starter and radiator
Total			\$1,340.28		
70082	08/07/23	DUTTON-LAINSON CO.			
E 01-20-270		UTILITY R & M	\$130.66	880981-2	Lgts - wood moulding for ground wire
E 01-20-270		UTILITY R & M	\$11,837.10	S25469-1	Lgts - meter pedestals
Total			\$11,967.76		
70083	08/07/23	EAKES OFFICE SOLUTIONS			
E 10-20-310		OFFICE SUPPLIES	\$14.97	8761304-0	Gen - 2024 desk calendars
E 42-20-272		TOOLS	\$4.99	8761304-0	Park - 2024 desk calendar
E 02-20-310		OFFICE SUPPLIES	\$4.99	8761304-0	Wtr - 2024 desk calendar
E 31-20-520		BLDG/ R & M	\$54.00	INV474567	Fire - copier contract
E 01-20-520		BLDG/ R & M	\$213.78	INV474568	Lgts - copier contract
E 02-20-520		BLDG/ R & M	\$213.78	INV474568	Wtr - copier contract
E 03-20-520		BLDG/ R & M	\$213.77	INV474568	Swr - copier contract
E 10-20-520		BLDG/ R & M	\$147.64	INV474569	Gen - copier contract for Police Dept
E 44-20-520		BLDG/ R & M	\$50.48	INV475187	Lib - copier contract
Total			\$918.40		
70084	08/07/23	EINSPAHR, SALLY			
E 10-20-210		PROF&SCHOOLS	\$151.96		Gen - mileage for LONM conference in Lincoln
Total			\$151.96		
70085	08/07/23	ELAN FINANCIAL SERVICES			
E 04-20-271		VEHICLE R & M	\$445.45		Lndfl - amber lights for new truck #2
E 01-20-272		TOOLS	\$570.88		Lgts - safety harness and lanyard
E 10-20-210		PROF&SCHOOLS	(\$33.75)		Gen - credit for parking overcharge at LONM conference
E 32-20-210		PROF&SCHOOLS	\$47.45	0366	Pol - meal for trip to Omaha for Dan & Matt re: uniforms
E 10-20-210		PROF&SCHOOLS	\$33.75	0464	Gen - parking during LONM conference
E 01-20-272		TOOLS	\$841.66	1927	Lgts - cordless impact wrench kit
E 10-20-310		OFFICE SUPPLIES	\$24.70	1963	Gen - bath tissue
E 01-20-272		TOOLS	\$278.19	2649	Lgts - Milwaukee Lineman's 12-point socket set
E 03-20-210		PROF&SCHOOLS	\$40.07	2720	Swr - meals after picking up new pickups
E 10-20-210		PROF&SCHOOLS	\$33.75	3161	Gen - parking during LONM conference
E 10-20-210		PROF&SCHOOLS	\$40.00	3435	Gen - parking during LONM conference
E 02-20-210		PROF&SCHOOLS	\$70.00	4658	Wtr - registration for backflow workshop for Matt Helzer
E 32-20-210		PROF&SCHOOLS	\$28.15	4900	Pol - candy for GCA Days parade
E 36-20-210		PROF&SCHOOLS	\$182.60	5271	EMS - meals during EMS conference in Kearney
E 41-20-270		UTILITY R & M	\$502.35	5361421	Pool - flow sensor
E 32-20-313		POSTAGE	\$8.13	5827	Pol - postage for nuisance letter
E 03-20-271		VEHICLE R & M	\$369.97	5876	Swr - new light bars for new sewer trucks
E 10-20-210		PROF&SCHOOLS	\$104.93	5878	Gen - meals during LONM conference in Lincoln
E 10-20-210		PROF&SCHOOLS	\$17.24	6510	Gen - meal during LONM conference in Lincoln
E 10-20-210		PROF&SCHOOLS	\$48.63	6619	Gen - meals during LONM conference in Lincoln

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Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 36-20-210		PROF&SCHOOLS	\$154.56	6675	EMS meals during EMS conference in Kearney
E 01-20-266		DocuSend Fee	\$6.86	7013	Lgts - fee to email utility bills
E 01-20-272		TOOLS	\$306.84	7893	Lgts - Milwaukee Lineman's 12-point socket set
E 36-20-210		PROF&SCHOOLS	\$359.85	8210	EMS - lodging during EMS conference for Joe Swanson
E 36-20-210		PROF&SCHOOLS	\$359.85	8228	EMS - lodging during EMS conference for Connie Jo Beck
E 36-20-210		PROF&SCHOOLS	\$359.85	8236	EMS - lodging during EMS conference for Kari Pierson
E 10-20-210		PROF&SCHOOLS	\$49.90	8658	Gen - meals during LONM conference in Lincoln
E 03-20-313		POSTAGE	\$10.21	9715	Swr - postage for package to NDEE
		Total	\$5,262.07		
70086	08/07/23	ELMWOOD CEMETERY			
E 34-20-315		CEMETERY PERPETUAL	\$400.00		Cern - perpetual care - Don & Dana Gillham
		Total	\$400.00		
70087	08/07/23	ENTECH PEST MANAGEMENT, INC			
E 10-20-520		BLDG/ R & M	\$48.60	35188	Gen - pest management at City office
E 41-20-520		BLDG/ R & M	\$50.00	35189	Pool - pest management
E 02-20-520		BLDG/ R & M	\$43.20	35191	Wtr - pest management at WTP
		Total	\$141.80		
70088	08/07/23	FIRST CONCORD BENEFITS GROUP LLC			
E 42-10-130		INSURANCE	\$8.00		Park - health reimbursement
E 03-10-130		INSURANCE	\$24.00		Swr - health reimbursement
E 01-10-130		INSURANCE	\$16.00		Lgts - health reimbursement
E 21-10-130		INSURANCE	\$16.00		Strs - health reimbursement
E 02-10-130		INSURANCE	\$24.00		Wtr - health reimbursement
E 10-10-130		INSURANCE	\$16.00		Gen - health reimbursement
E 32-10-130		INSURANCE	\$16.00		Pol - health reimbursement
		Total	\$120.00		
70089	08/07/23	GALLS INC			
E 32-20-272		TOOLS	\$242.13	24968481	Pol - duty belt, leg irons
		Total	\$242.13		
70090	08/07/23	GB AUTO SERVICE, INC			
E 32-20-271		VEHICLE R & M	\$72.98	8301	Pol - #97 oil change, tire rotation
		Total	\$72.98		
70091	08/07/23	HASTINGS FIBER GLASS PRODUCTS			
E 01-20-252		Personal Protective Equip	\$1,734.22	660825-1	Lgts - rubber blankets
		Total	\$1,734.22		
70092	08/07/23	HEARTLAND DISPOSAL INC			
E 42-20-521		GROUND / R & M	(\$26.75)	182023	Park - refund for Ballfield #3
E 42-20-521		GROUND / R & M	\$84.00	182023	Park - sanitation disposal from Ballfield #1
E 42-20-521		GROUND / R & M	\$84.00	182023	Park - sanitation disposal from Ballfield #2
E 21-20-520		BLDG/ R & M	\$35.50	182023	Strs - sanitation disposal from Northyards
E 41-20-520		BLDG/ R & M	\$42.00	182023	Pool - sanitation disposal from Pool
E 31-20-520		BLDG/ R & M	\$42.00	182023	Fire - sanitation disposal from Fire Station

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Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 04-20-521		GROUNDS / R & M	\$42.00	182023	Lndfl - sanitation disposal from City office
E 42-20-521		GROUNDS / R & M	(\$26.75)	185520	Park - refund for Ballfield #3
E 42-20-521		GROUNDS / R & M	\$84.00	185520	Park - sanitation disposal from Ballfield #1
E 42-20-521		GROUNDS / R & M	\$84.00	185520	Park - sanitation disposal from Ballfield #2
E 21-20-520		BLDG/ R & M	\$35.50	185520	Strs - sanitation disposal from Northyards
E 41-20-520		BLDG/ R & M	\$42.00	185520	Pool - sanitation disposal from pool
E 31-20-520		BLDG/ R & M	\$42.00	185520	Fire - sanitation disposal from Fire Station
E 04-20-521		GROUNDS / R & M	\$42.00	185520	Lndfl - sanitation disposal from City office
Total			\$605.50		
70093	08/07/23	HOMETOWN MARKET			
E 41-20-321		CONCESSIONS	\$31.45	0423	Pool - ice cream treats
E 41-20-321		CONCESSIONS	\$67.03	1197	Pool - frozen treats, ketchup, bottled water, corn dogs, paper plates
E 41-20-321		CONCESSIONS	\$4.99	7374	Pool - bottled water (per stmt)
E 42-20-270		UTILITY R & M	\$5.99	7511	Park - paper towels
E 41-20-321		CONCESSIONS	\$5.78	8879	Pool - ice
E 03-20-270		UTILITY R & M	\$1.59	9082	Swr - distilled water
E 41-20-321		CONCESSIONS	\$2.89	9286	Pool - ice
E 41-20-321		CONCESSIONS	\$580.00	9288	Pool - candy and ice cream (per stmt)
E 41-20-321		CONCESSIONS	\$112.00	9291	Pool - frozen treats (per stmt)
E 41-20-321		CONCESSIONS	\$76.99	9561	Pool - ice cream treats
E 41-20-321		CONCESSIONS	\$152.00	9578	Pool - candy & chips (per stmt)
E 32-30-310		OFFICE SUPPLIES	\$10.77	9811	Pol - bottled water during GCA Days (per stmt)
Total			\$1,051.48		
70094	08/07/23	HOWARD CO MEDICAL CTR			
E 32-20-210		PROF&SCHOOLS	\$100.00		Pol - office visit for Matt Sample fitness for duty
E 32-20-210		PROF&SCHOOLS	\$43.00	H000047639	Pol - Lab work for Matt Sample
E 32-20-210		PROF&SCHOOLS	\$76.00	HBAH219908	Pol - Lab work for Matt Sample
Total			\$219.00		
70095	08/07/23	HOWARD COUNTY TREASURER (CCCC)			
E 32-20-214		DISPATCHER	\$3,122.42		Pol - dispatcher pay
Total			\$3,122.42		
70096	08/07/23	HYDRO OPTIMIZATION & AUTOMATIO			
E 02-20-270		UTILITY R & M	\$361.12	11247	Wtr - remote service to troubleshoot errors at WTP
Total			\$361.12		
70097	08/07/23	ISLAND GLASS CO			
E 42-20-270		UTILITY R & M	\$205.00	R015581	Park - plexiglass mirror for Park restroom (vandalism)
Total			\$205.00		
70098	08/07/23	JIMS CHAMPLIN INC			
E 03-20-231		CITY GAS & OIL	(\$10.92)		Swr - diesel credit
E 04-20-231		CITY GAS & OIL	(\$9.31)		Lndfl - diesel credit
E 21-20-231		CITY GAS & OIL	(\$39.80)		Strs - unleaded credit
E 42-20-231		CITY GAS & OIL	(\$44.89)		Park - unleaded credit
E 36-20-231		CITY GAS & OIL	\$40.50	224398	EMS - #99-1 hwy diesel

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E 36-20-231		CITY GAS & OIL	\$20.01	224405	EMS - #99-1 hwy diesel
E 31-20-231		CITY GAS & OIL	\$24.63	224406	Fire - #51 hwy diesel
E 31-20-231		CITY GAS & OIL	\$25.51	224407	Fire - #54 unleaded
E 31-20-231		CITY GAS & OIL	\$24.40	224408	Fire - #55 hwy diesel
E 21-20-231		CITY GAS & OIL	\$50.29	224423	Strs - #21 off road diesel
E 31-20-231		CITY GAS & OIL	\$6.27	224563	Fire - #51 hwy diesel
E 21-20-231		CITY GAS & OIL	\$49.82	224627	Strs - #21 off road diesel
E 02-20-231		CITY GAS & OIL	\$35.20	224638	Wtr - unleaded for gas cans
E 31-20-231		CITY GAS & OIL	\$72.51	224650	Fire - #50 unleaded
E 32-20-231		CITY GAS & OIL	\$136.13	224663	Cem - unleaded for mowers
E 21-20-231		CITY GAS & OIL	\$52.95	224703	Strs - #21 off road diesel
E 03-20-231		CITY GAS & OIL	\$45.94	224729	Swr - #8A hwy diesel
E 42-20-231		CITY GAS & OIL	\$51.41	224735	Park - #11 unleaded
E 21-20-231		CITY GAS & OIL	\$18.11	224741	Strs - unleaded for gas cans
E 01-20-231		CITY GAS & OIL	\$93.77	224770	Lgts - #16 unleaded
E 01-20-231		CITY GAS & OIL	\$91.32	224802	Lgts - #40W unleaded
E 21-20-231		CITY GAS & OIL	\$105.21	224818	Strs - #6 unleaded
E 42-20-231		CITY GAS & OIL	\$141.38	224855	Park - unleaded for mowers
E 42-20-231		CITY GAS & OIL	\$53.66	224855	Park - off road diesel
E 03-20-231		CITY GAS & OIL	\$95.01	224870	Swr - old #8 unleaded
E 21-20-231		CITY GAS & OIL	\$50.50	225420	Strs - #2 unleaded
E 03-20-231		CITY GAS & OIL	\$57.00	225425	Swr - #8A hwy diesel
E 04-20-231		CITY GAS & OIL	\$42.50	225443	Lndfl - #8A hwy diesel
E 21-20-231		CITY GAS & OIL	\$90.40	225465	Strs - #6 unleaded
E 21-20-231		CITY GAS & OIL	\$79.75	225476	Strs - #45 unleaded
E 03-20-231		CITY GAS & OIL	\$98.29	225479	Swr - #8 unleaded
E 42-20-231		CITY GAS & OIL	\$123.02	225480	Park - unleaded for mowers
E 21-20-231		CITY GAS & OIL	\$78.59	225504	Strs - #13 off road diesel
E 42-20-231		CITY GAS & OIL	\$76.55	225577	Park - #9 unleaded
E 01-20-231		CITY GAS & OIL	\$82.90	225596	Lgts - #40W unleaded
E 42-20-231		CITY GAS & OIL	\$54.26	225629	Park - off road diesel for mowers
E 34-20-231		CITY GAS & OIL	\$136.48	225661	Cem - unleaded for mowers
E 04-20-231		CITY GAS & OIL	\$44.67	225696	Lndfl - #8A hwy diesel
E 21-20-231		CITY GAS & OIL	\$109.87	225705	Strs - #18 off road diesel
E 03-20-231		CITY GAS & OIL	\$92.01	225707	Swr - #8 unleaded
E 21-20-231		CITY GAS & OIL	\$59.33	225775	Strs - #44 off road diesel
		Total	\$2,405.23		

70099	08/07/23	JOHN DEERE FINANCIAL			
E 21-20-270		UTILITY R & M	\$6.14	3554677	Strs - parts for shredder
E 21-20-270		UTILITY R & M	\$31.47	3554709	Strs - parts for shredder
E 42-20-270		UTILITY R & M	\$68.58	3567994	Park - blades for 930 mowers
		Total	\$106.19		

70100	08/07/23	KOWALSKI, TREVOR			
E 03-20-210		PROF&SCHOOLS	\$100.00		Swr - refresher class for water operator exam
E 03-20-210		PROF&SCHOOLS	\$7.24		Swr - meal after Water Operator exam in Kearney
		Total	\$107.24		

70101	08/07/23	LIQUID ENGINEERING CORP			
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E 02-20-270		UTILITY R & M	\$2,815.00	18490	Wtr - inspection of water tower
		Total	\$2,815.00		
70102	08/07/23	LOUP VALLEY SUPPLY, INC.			
E 42-20-270		UTILITY R & M	\$50.84	67379	Park - Efco blower
E 42-20-270		UTILITY R & M	\$380.14	6758	Park - Snapper mower repair
E 42-20-270		UTILITY R & M	\$31.48	67704	Park - parts for Snapper mower
E 42-20-270		UTILITY R & M	\$4.90	67708	Park - parts for Snapper mower
E 42-20-270		UTILITY R & M	\$145.33	67714	Park - trimmer line, rubber drive disc for Snapper mower
E 42-20-270		UTILITY R & M	\$14.65	67724	Park - blower parts
		Total	\$627.34		
70103	08/07/23	MADISON NATIONAL LIFE			
E 42-10-130		INSURANCE	\$11.02	1571733	Park - life insurance
E 03-10-130		INSURANCE	\$33.06	1571733	Swr - life insurance
E 01-10-130		INSURANCE	\$33.06	1571733	Lgts - life insurance
E 21-10-130		INSURANCE	\$22.04	1571733	Strs - life insurance
E 02-10-130		INSURANCE	\$33.06	1571733	Wtr - life insurance
E 10-10-130		INSURANCE	\$22.04	1571733	Gen - life insurance
E 32-10-130		INSURANCE	\$55.10	1571733	Pol - life insurance
		Total	\$209.38		
70104	08/07/23	MUTUAL OF OMAHA			
E 42-10-130		INSURANCE	\$7.20	1562849427	Park - life insurance
E 03-10-130		INSURANCE	\$21.60	1562849427	Swr - life insurance
E 01-10-130		INSURANCE	\$19.08	1562849427	Lgts - life insurance
E 21-10-130		INSURANCE	\$14.40	1562849427	Strs - life insurance
E 02-10-130		INSURANCE	\$21.60	1562849427	Wtr - life insurance
E 10-10-130		INSURANCE	\$14.40	1562849427	Gen - life insurance
E 32-10-130		INSURANCE	\$36.00	1562849427	Pol - life insurance
		Total	\$134.28		
70105	08/07/23	NEBRASKA PUBLIC HEALTH ENVIRON			
E 02-20-232		LAB SAMPLE	\$16.00	566970	Wtr - nitrate testing
		Total	\$16.00		
70106	08/07/23	NSG LOGISTICS			
E 21-20-340		SAND, GRAVEL, SALT	\$4,021.63	68821	Strs - street salt
		Total	\$4,021.63		
70107	08/07/23	OLSSON			
E 03-20-213		ENGINEER FEES	\$7,697.98	462746	Swr - WWTF project admin and construction observation
E 21-20-213		ENGINEER FEES	\$1,500.00	464407	Strs - 1 & 6 Year Plan and Lane Mile Report
		Total	\$9,197.98		
70108	08/07/23	OPEN CARET			
E 10-20-211		ADM. & DUES	\$200.00	5661	Gen - website hosting and maintenance
E 10-20-211		ADM. & DUES	\$200.00	5843	Gen - website hosting and maintenance
		Total	\$400.00		

***Check Detail Register©**

Batch: Disb Aug7

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
70109	08/07/23	PARTS BIN, INC.			
E 04-20-271		VEHICLE R & M	\$38.58	989384	Lndfl - #2 antifreeze
E 32-20-271		VEHICLE R & M	\$6.99	989444	Pol - #94 cleaning wipes
E 21-20-271		VEHICLE R & M	\$35.07	989891	Strs - #6 lights
E 01-20-271		VEHICLE R & M	\$10.15	990049	Lgts - #40W panel clip
E 21-20-270		UTILITY R & M	\$3.32	990350	Strs - grease cap
		Total	\$94.11		
70110	08/07/23	PETTY CASH, CITY OF ST PAUL			
E 32-20-271		VEHICLE R & M	\$11.00		Pol - car wash
E 03-20-210		PROF&SCHOOLS	\$10.00		Swr - #8 vehicle registration
E 36-20-210		PROF&SCHOOLS	\$7.99		EMS - meal during EMS conference in Kearney
E 03-20-210		PROF&SCHOOLS	\$10.00		Swr - #8A vehicle registration
		Total	\$38.99		
70111	08/07/23	PHONOGRAPH-HERALD			
E 10-20-240		PUBLISH / CODIF	\$417.97		Gen - publishing costs for GCA Days ad, meeting notices and proceedings, liquor license notices
E 44-20-240		PUBLISH / CODIF	\$2.79		Lib - publish meeting notice
E 03-20-240		PUBLISH / CODIF	\$15.71		Swr - publish Ordinance 1039
		Total	\$436.47		
70112	08/07/23	ROBINSON, GRADY			
E 32-20-272		TOOLS	\$13.00		Pol - car wash
E 32-20-210		PROF&SCHOOLS	\$8.96		Pol - meal during juvenile transport to Kearney
		Total	\$21.96		
70113	08/07/23	SAMPLE, MATHEW			
E 32-20-268		Uniforms	\$46.02		Pol - reimbursement for hat
		Total	\$46.02		
70114	08/07/23	SCHAPER & WHITE			
E 10-20-212		LEGAL FEES	\$175.00	2031	Gen - teleconference re: bond letter & amended Ordinance
		Total	\$175.00		
70115	08/07/23	SERVI-TECH INC			
E 03-20-232		LAB SAMPLE	\$200.00	H-987769	Swr - lab sample 4205
		Total	\$200.00		
70116	08/07/23	SOS PORTABLE TOILETS INC			
E 10-20-273		PUBLIC MAINTENANCE	\$1,395.00	50919	Gen - portable toilets for GCA Days (40% to be reimbursed by GCA Days Committee)
		Total	\$1,395.00		
70117	08/07/23	ST PAUL PUBLIC SCHOOL			
E 42-20-270		UTILITY R & M	\$54.42		Park - bath tissue for ballfields
E 42-20-019		Batting Cage FOB	\$60.00		Park - key fobs for batting cage
E 01-20-310		OFFICE SUPPLIES	\$228.65		Lgts - 5 cases of copy paper
E 02-20-310		OFFICE SUPPLIES	\$228.65		Wtr - 5 cases of copy paper
E 44-20-117		JANITOR	\$2,250.00		Lib - custodial service (April-June)

***Check Detail Register©**

Batch: Disb Aug7

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
Total			\$2,821.72		
70118	08/07/23	ST PAUL SENIOR CENTER			
E 69-20-520		BLDG/ R & M	\$318.00		Sr Cntr - reimbursement of rebate received for lighting replacement
Total			\$318.00		
70119	08/07/23	STATE OF NE DEPT. REVENUE			
E 01-20-211		ADM. & DUES	\$25.00		Lgts - NE Waste Reduction & Recycling Fee
Total			\$25.00		
70120	08/07/23	STATE OF NEBRASKA CENTRAL SERV			
E 42-20-220		COMMUNICATION	\$19.17	1382042	Park - telephone service
E 41-20-220		COMMUNICATION	\$19.17	1382042	Pool - telephone service
Total			\$38.34		
70121	08/07/23	THIELS TIRE & AUTO REPAIR			
E 03-20-271		VEHICLE R & M	\$615.98	32177	Swr - #8 tires
Total			\$615.98		
11100 CHECKING			\$119,358.93		

Fund Summary

11100 CHECKING

01 LIGHTS	\$24,782.72
02 WATER	\$11,865.61
03 SEWER	\$26,830.14
04 LANDFILL	\$2,176.36
10 GENERAL	\$10,642.52
21 STREETS	\$13,778.54
31 FIREMEN	\$683.71
32 POLICE	\$11,449.36
34 CEMETERY	\$536.48
36 AMBULANCE	\$1,544.81
41 POOL	\$3,874.57
42 PARK	\$6,129.13
44 LIBRARY	\$4,746.98
69 SENIOR COMM. CENTER	\$318.00
	\$119,358.93

St. Paul Fire Department

824 6th. Street
St. Paul, NE 68873

Phone (308) 754-5254

MEMBERSHIP APPLICATION

Firefighter

I Marcus A. Pazosa 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.

SIGNATURE OF APPLICANT	DATE
SIGNATURE OF SPFD TRUSTEE	DATE
SIGNATURE OF SPFD TRUSTEE	DATE
SIGNATURE OF SPFD TRUSTEE	DATE

Applicant information: NAME Marcus A. Pazosa
ADDRESS 924 Wallace St.
St. Paul NE 68873
BIRTHDATE 11/23/85
PHONE (308) 571-0248
EMT LICENSE # _____
DRIVERS LICENSE # H12801465
SOCIAL SECURITY # _____

CITY OF ST. PAUL
PUBLIC SAFETY EMPLOYMENT APPLICATION
Fire Department

The CITY OF ST. PAUL is an Equal Opportunity Employer. Race, color, religion, age, sex, disability, marital or voters, status, place of national origin and other categories protected by law are not factors in employment, promotion, compensation or working conditions,

Please Print

Date: _____

Application should be completed in its ENTIRETY, without reference to attached resume. Applicants are responsible for the accuracy of this form. Failure to provide complete information could jeopardize your opportunity for full consideration.

Applicant Information

Name: Marcus A Paczoska
Address: 924 Wallace St City/State: St. Paul NE Zip Code: 68873
Telephone: (308) 571 0248 Message #: ()
Do you have a valid driver's license? Yes State/License #: NE H12801465
Are you over 18 years of age? Yes

Have you ever applied to, or worked for the CITY OF ST. PAUL before? NO If yes, when? _____

Do you have any friends or relatives working for the CITY OF ST. PAUL? NO
If yes, state name and relationship: _____

How did you hear about us/this opening? Told by current fire fighter Pat Koperski

Have you ever been, convicted of a felony or misdemeanor (including any sealed or expunged convictions)? NO (Note: Applicant may be denied employment solely on the grounds of a conviction of a criminal offense. The nature of the offense, the date of the offense, the surrounding circumstances and the relevance of the offense to the position applied for may, however be considered.)

If yes, explain — include arresting agency:

General Information about Employment Desired

Position, you are applying for? Circle one: Firefighter OR EMT - B

If applying for EMT - B, do you currently hold EMT-B Certification? _____ (Attach to application)

Are you available to volunteer your time on days, evenings and nights? Yes

Personal References- not related to you.

Name and Occupation	Address-Home / Business	Phone #—Home / Business
1. Ben Hancock St. Paul	Retired	(308) 379-1473
2. KIK Feary Hastings	ACOO/Accounting	(308) 258-2073
3. Marshall Adams St. Paul	Equipment Sales	(308) 750-6093
4. Brad Evans Phillips	Lab Control Manager	(308) 218-9054

Please Read and Initial Each Paragraph Below (if there is any part of this page you do not understand, please ask the interviewer about it before signing).

I hereby certify that I have not knowingly withheld any information that might adversely affect my chances for employment and that the answers given by me are true and correct to the best of my knowledge. I further certify that I, the undersigned applicant, have personally completed this application. I understand that any omission or misstatement on this application or on any documents used to secure employment shall be grounds for rejection of this application or for immediate discharge if I am employed, regardless of the time elapsed before discovery.

Initial MP

I understand that if offered employment, the offer is contingent on my passing a pre-employment drug screen and a pre-employment physical. By signing this application, I voluntarily agree to submit to a pre-employment drug screen, if required, and a pre-employment physical upon receipt of a verbal offer of employment. I understand that failure to pass the drug screen and/or physical will result in withdrawal of the employment offer.

Initial MP

If hired I also agree to submit to random alcohol or drug testing as a condition of employment (if a Commercial Drivers license is required for the position for which I am applying). I agree that the CITY OF ST. PAUL may conduct alcohol or drug screening at its sole discretion with or without notice with or without cause or reason. I also understand that refusal to submit to a random alcohol/drug screen will be considered a refusal to test and I will be subject to disciplinary action.

Initial MP

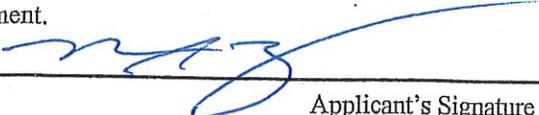
I understand that if offered employment, I will, as a condition of employment, be required to submit proof of my identity and legal right to work in the United States on my first day of employment.

Initial MP

If the position applied for requires driving in the course of work, I understand that I will be required to possess a current and valid Nebraska driver's license.

Initial MP

My signature below certifies that I have read and understand this complete page, and agree to the terms and condition. Outlined in this document.

 Applicant's Signature

7/18/23
Date

**Special Designated License
Local Recommendation (Form 200)**

Applications must be entered on the portal after local approval - no exceptions
Late applications are non-refundable and will be rejected

MJR, Inc. / DBA Bandits

Retail Liquor License Name or *Non-Profit Organization (*Must include Form #201 as Page 2)

1016 N. Diers Ave STE 118 Grand Island, NE 68803

Retail Liquor License Address or Non-Profit Business Address

CK-094736

Retail License Number or Non-Profit Federal ID #

Consecutive Dates only

Event Date(s):

09/16/2023

(Saturday)

Identification will be checked, along
with wristbands being utilized for
underage drinking

Event Start Time(s):

5:00 p.m.

Event End Time(s):

12:00 a.m.

Alternate Date: _____

Alternate Location Building & Address: _____

Event Building Name: St. Paul Civic Center

Event Street Address/City: 423 Howard Ave. St. Paul, NE 68873

Indoor area to be licensed in length & width: 61' x 99'

Outdoor area to be licensed in length & width: ~~_____~~ (Diagram Form #109 must be attached)

Type of Event: Wedding Estimate # of attendees: 300

Type of alcohol to be served: Beer Wine Distilled Spirits
(If not marked, you will not be able to serve this type of alcohol)

Event Contact Name: Tim McMullen Event Contact Phone Number: (308)379-1094

Event Contact Email: banditsbar01@gmail.com

*Signature Authorized Representative: _____ Printed Name: Tim McMullen

I declare that I am the authorized representative of the above named license applicant and that the statements made on this application are true to the best of my knowledge and belief. I also consent to an investigation of my background including all records of every kind including police records. I agree to waive any rights or causes of action against the Nebraska Liquor Control Commission, the Nebraska State Patrol or any other individual releasing said information to the Liquor Control Commission or the Nebraska State Patrol. I further declare that the license applied for will not be used by any other person, group, organization or corporation for profit or not for profit and that the event will be supervised by persons directly responsible to the holder of this Special Designated License.

*Retail licensee - Must be signed by a member listed on permanent license

*Non-Profit Organization - Must be signed by a Corporate Officer

Local Governing Body completes below:

The local governing body for the City/Village of St. Paul OR County of _____ approves
the issuance of a Special Designated License as requested above. (Only one should be written above)

Local Governing Body Authorized Signature

Date

Caterers must have a valid Nebraska Liquor Control Commission license, including a Special Designated License (SDL). **MINORS ABSOLUTELY WILL NOT BE SERVED ALCOHOLIC BEVERAGES.** All caterers shall be solely and completely responsible for the liquor permit and any resulting violations.

The CITY OF ST. PAUL will assume NO responsibility for problems, legal or otherwise, which could result from consuming alcoholic beverages in the City Limits of the CITY OF ST. PAUL.

Insurance Requirements: Anyone serving liquor in the City Limits of the CITY OF ST. PAUL is required to have at least One Million Dollars (\$1,000,000.00) in general liability insurance. The CITY OF ST. PAUL must be listed as an Additional Insured. They must also have liquor liability insurance in an amount of at least \$1,000,000 per occurrence / \$2,000,000 aggregate. Proof of insurance must be provided prior to the City Council meeting for approval of the Special Designated License (SDL).

AGREEMENT OF ALCOHOL CATERER

EVENT: Rasmussen/Arends Wedding ^{Event} DATE: 9/14/2023

The undersigned acknowledges that it will be the CATERER of alcoholic beverages in the City Limits of the CITY OF ST. PAUL.

1. CATERER shall follow all laws and rules regarding the provision of alcoholic beverages within the City Limits of the CITY OF ST. PAUL.

2. CATERER has a general liability insurance policy in effect in an amount not less than \$1,000,000.00. CATERER must list the CITY OF ST. PAUL as an Additional Insured on said policy. CATERER also has a liquor liability policy in effect in an amount not less than \$1,000,000 per occurrence / \$2,000,000 aggregate. CATERER must provide CITY proof of said insurance for catering alcohol in the City Limits of the CITY OF ST. PAUL.

3. All responsibilities for damages or problems, legal or otherwise, which might result from providing alcoholic beverages in the City Limits of the CITY OF ST. PAUL, shall be assumed by CATERER and CATERER agrees to hold the CITY harmless from any liability and indemnify the CITY OF ST. PAUL for any costs incurred arising from CATERER's services in the City Limits of the CITY OF ST. PAUL.

4. It is agreed that the terms of this agreement are contractual and not mere recitals and are binding upon the parties hereto, their successors, heirs, personal representatives, and assigns.

5. If any provision or paragraph of this agreement is unenforceable, the remaining provisions or paragraphs shall nevertheless be carried into effect.

CITY OF ST. PAUL, NEBRASKA

DATE: 7-26-23

BY: [Signature]
City of St. Paul Designated Agent

CATERER NAME: Bandits Bar

DATE: 7/26/2023

BY: Tim McMullen
Authorized Agent of Caterer



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/20/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

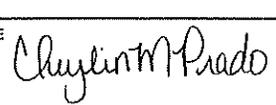
PRODUCER Insurance Connection, Inc- Kearney 2615 2nd Ave Kearney NE 68847		CONTACT NAME: Geylin Mendez-Prado PHONE (A/C, No, Ext): 308-237-0914 FAX (A/C, No): 308-236-6412 E-MAIL ADDRESS: geylin@ins-connect.net	
		INSURER(S) AFFORDING COVERAGE INSURER A : Auto Owners INSURER B : Owners Ins Co INSURER C : United States Liability Insurance Company INSURER D : INSURER E : INSURER F :	NAIC # 18988 32700 25895

COVERAGES **CERTIFICATE NUMBER:** 20230720133150354 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	N	N	39166686	08/10/2022	08/10/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Fire Legal Liability \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	A106553377	08/10/2022	08/10/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C		N	N	LQ 1009483	03/09/2023	03/09/2024	Liquor Liability \$1,000,000 Liquor Liability \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER St. Paul Civic Center 423 Howard Avenue St. Paul NE 68873 Email: civiccenterstpaul@gmail.com	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---

PRIVATE WELLS

PA
ck#
5150

Name Mark Starkey Phone 750-7968

Address 1514-1516 - 5th St

Lot 8 Block _____ Addition Prairie Falls

Size of Casing 4" Type of Pump _____

Location rear of prop.

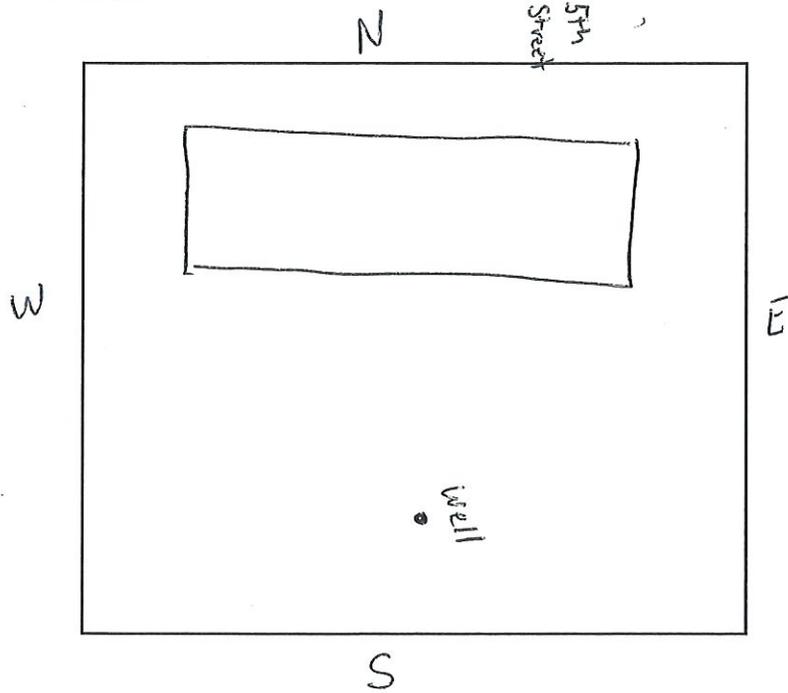
Depth of Well 60'

Recommendations _____

Name and Address of Well Driller Bauer.

Intended Use of Water lawn

Approved by JG 8-2-23



Agenda Item --

Update on ARPA Rural Workforce Land Development Grant for \$1 million. Discuss options as a result of NE Dept of Economic Development changing the grant to a 0% loan. Possible action.

Connie Beck

From: Sharon Hueftle - South Central Economic Development District <SharonH@SCEDD.us>
Sent: Wednesday, August 2, 2023 3:01 PM
To: nschneider@cityofmccook.com; Taylor Rivera; grosethml@northplattene.gov; Amber Ross; judy.petersen@cnedd.org; Randy Chick - Hastings Bs Improvement Dist; CRA (cra@redevelophastings.com); 'Miles L. McGinnis'; Andrea Larson
Cc: halhaeker@hhrmweb.com; korymccracken@gmail.com; Sue Friedrichsen (jfseedfeed@hotmail.com); tjwilcox1@yahoo.com; Bertrand Lori Vinzant; Connie Beck; Laura Berthelsen; Joel Bergman; kbremer@frontier.com; Matt Williams; LeAnn Jochum - South Central Economic Development District
Subject: ARPA RWLD

Good Afternoon ARPA RWLD Awardees!

I've visited with each of you, and as the new sub-awards read now, the funding is not feasible for the eligible activities communities intended to fund. Brittany Piper, DED, has indicated if all 12 communities reject this funding, this program will have to go back through the legislature. **My goal is to encourage DED and/or the Legislature to rework this funding for the benefit of the 12 awarded communities.** Each community worked hard to develop a project that aligned with the application guidelines, complete a quality application, and was awarded funding. Then the program was completely changed by DED – the communities did not change their scope of work but the program changed from a grant to a loan. The projects outlined in the awarded applications were not feasible for these communities without the grant funding, thus, a loan is not a workable solution.

In an email this morning, Brittany Piper, DED, announced the deadline to review the RWLD subaward agreement has been extended to **September 15, 2023**. I think this only buys us time before awards are rejected, but it's time to make sure we are heard! I would not want to leave room for anyone to say, "the communities didn't want this funding." We certainly want it – but we want it as a grant as originally presented.

As a next step to addressing the new sub-award agreements, I will be asking the Department of Economic Development Director, Housing Director, and Program Director to meet in person with community representatives. McCook and Beatrice have already stated willingness to participate. **please let me know ASAP if your community is interested/willing to participate.**

If you're interested in participating in a meeting with DED, do you think we should request a meeting with the 7 Senators covering the 12 communities? I don't know how many would be willing to meet in Lincoln in August, but if we're making the trip it would be worth asking. **Please provide feedback regarding timing of a meeting with the Senators – whether the same day as DED or later.**

On another note, many of you know I reached out to former Senator Matt Williams for next step guidance, and he connected with Senator Mike Jacobson of North Platte. Senator Jacobson connected with Senator Justin Wayne. Jacobson got back to me yesterday, he heard from Senator Wayne who indicated that he had limited success with DED. Jacobson reached out to Dave Lopez this morning to discuss the concept of doing forgivable loans. Lopez will reach out to DED to discuss the concept with them and have KC at DED call Jacobson. Jacobson hopes to know more this week yet. (Dave Lopez is Governor Pillen's Chief of Staff.)

Thanks to each of you that have taken time to talk to me, share what you've learned, and discuss next steps.

Partners for Success,
Sharon Hueftle | Executive Director

South Central Economic Development District, Inc.

Ph: 308.455.4770 | <http://www.scedd.us>

401 East Ave. (2nd floor) | PO Box 79 | Holdrege, NE 68949

Schedule A

IBEW Wage Scale

Effective October 1, 2022

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

Note:

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

Schedule A

Oct 1, 2023

IBEW Wage Scale

Effective October 1, 2023

Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	There After
Light Commissioner	32.73	33.77	34.81	35.88	36.98	38.13	39.09	40.07
Lineman	22.41	24.25	26.13	27.96	29.83	31.68	33.56	35.35
Water Commissioner	28.92	29.70	30.63	31.57	33.20	34.24	35.09	36.00
Water Operator	17.19	18.63	19.95	21.28	22.58	23.89	25.34	27.33
Sewer Superintendent	27.32	27.75	28.18	28.58	29.02	29.47	29.90	30.35
Sewer Operator	16.50	17.29	19.13	20.46	21.80	23.11	24.76	26.53
St. Commissioner	23.66	24.79	25.91	27.39	28.98	30.32	31.18	32.01
Equipment Operator	17.71	18.92	20.14	21.37	22.60	23.82	25.06	26.21
Park Manager	22.20	22.89	23.59	24.30	25.08	25.83	26.49	27.13
Labor	14.16	15.01	15.86	16.70	17.54	18.40	19.27	20.06
Deputy Clerk	16.91	18.39	19.88	21.35	22.84	24.27	25.78	27.26
Utility Clerk	15.35	16.70	18.07	19.45	20.80	22.17	23.57	24.88
Payroll Clerk	14.90	16.11	17.34	18.55	19.77	20.96	22.23	23.66
Secretary	13.76	14.87	16.00	17.12	18.25	19.35	20.46	21.65

Note:

9.0% increase from 10/1/2022 per union contract



Parcel Information	
Parcel ID:	471002220
Map Number	471002220
State Geo Code	2917-00-0-11001-008-0039
Cadastral #	
Images	
Current Owner:	CITY OF ST PAUL 704 6TH ST SAINT PAUL, NE 68873-2015
Situs Address:	
Tax District:	1
School District:	ST PAUL SCH DIST #1, 47-0001
Account Type:	Exempt
Legal Description:	PART OF LOTS 7,8,9,10,11,& 12 BLOCK 8 OTST PAUL (.80 ACRE)
Lot Width:	N/A
Lot Depth:	N/A
Total Lot Size:	34848.00 sq ft

Assessed Values				
Year	Total	Land	Outbuilding	Dwelling
2023	\$32,627	\$32,627	\$0	\$0
2022	\$32,627	\$32,627	\$0	\$0

Yearly Tax Information		
Year	Amount	Levy
2023	\$0.00	

2023 Tax Levy	
Description	Rate
ST PAUL CITY	0.50691100
LOWER LOUP NRD #1	0.03670000
LOUP BASIN RECL#1	0.03309300
CENTRAL COMM-COLLEGE	0.09027200
ED SERVICE UNIT #10	0.01487600
AG SOCIETY	0.00327000
COUNTY GENERAL	0.16164400
ST PAUL SCH #1 BOND 2009	0.07373700
ST PAUL SCH DIST #1	1.00460700
HISTORICAL SOCIETY	0.00086400

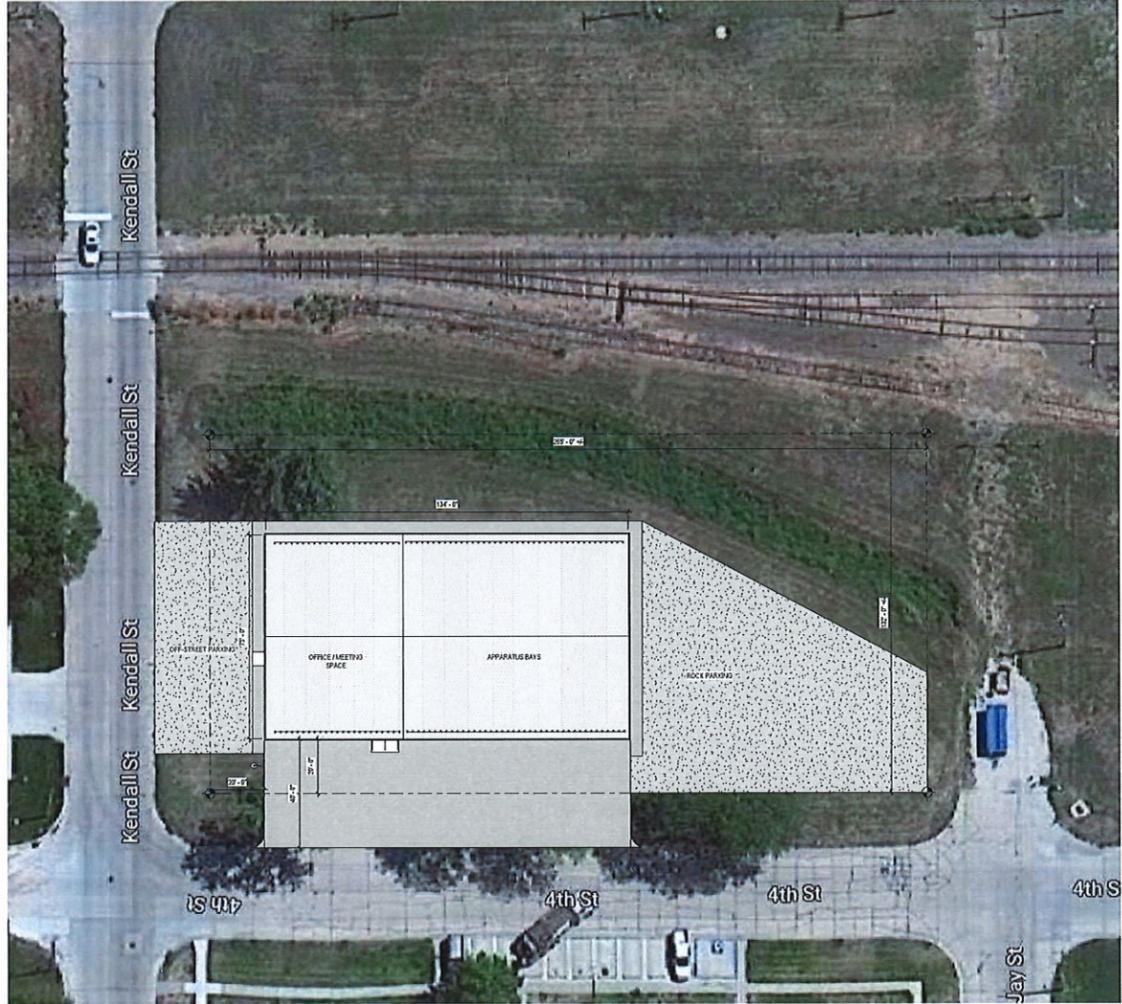
5 Year Sales History
No previous sales information is available (for the past 5 years).



Property Classification			
Status:	Unimproved	Location:	Urban
Property Class:	Exempt	City Size:	800-2,500
Zoning:	Commerical	Lot Size:	20,001 sq. ft. - .99 ac.

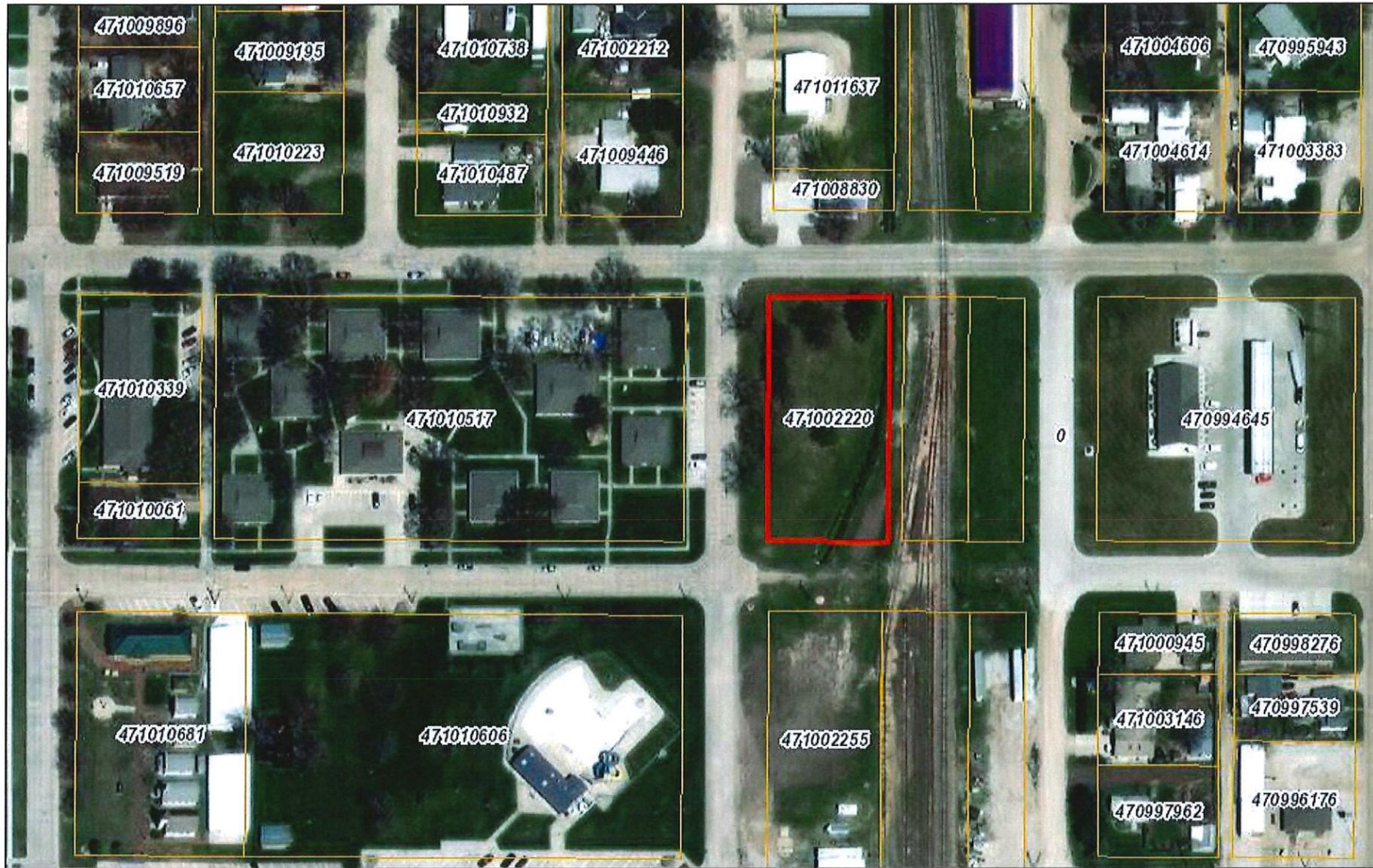
Land Information			
Lot Width (ft)	Lot Depth (ft)	Description	Lot Size
0.00	0.00		34848.00 sq ft

N



SITE LAYOUT PLAN
1" = 20'-0"

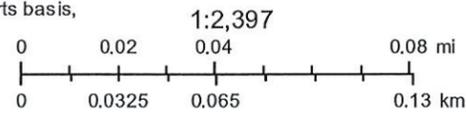
St. Paul Fire Station
Date 08/01/2023

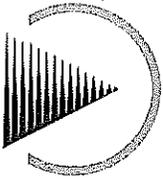


August 2, 2023

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

Parcels





LIQUID

ENGINEERING

C O R P O R A T I O N

Invoice

P.O. Box 80230
Billings, MT 59108-0230

DATE	INVOICE #
7/25/23	18490

Federal Tax ID # 93-1108709

BILL TO
City of St. Paul 704 6th St St. Paul, NE 68873

P.O. #	PROPOSAL #	REP	TERMS	SALES TAX EXEMPT #
	57529		Net 30	Exempt svc

DESCRIPTION	AMOUNT
<p>Services per proposal include:</p> <p>Inspection</p> <p>For the following reservoir(s): Tower 250kg welded steel elevated</p> <p style="text-align: center;"><i>Utility R+m</i></p> <p style="text-align: center;"><i>02-20-270</i></p> <p>Work completed July 25, 2023. Amount per proposal bid of \$2765</p> <p>Fuel surcharge</p> <p>Please remit payment to: Liquid Engineering Corporation P.O. Box 80230 Billings, MT 59108-0230</p> <p>All past due balances are subject to a 1.5% finance charge per month.</p>	<p>2,765.00</p> <p>50.00</p>

It has been a pleasure working with you. If you have any billing questions, please call 1-800-438-2187.	Total \$2,815.00
---	-------------------------

Connie Beck

From: Ayzline Witt <admin@liquidengineering.com>
Sent: Wednesday, July 26, 2023 9:47 AM
To: Connie Beck
Subject: Invoice 18490 from Liquid Engineering Corporation
Attachments: Inv_18490_from_Liquid_Engineering_Corporation_13208.pdf
Importance: High

Liquid Engineering Corporation

Invoice *Due: 08/24/23*
18490

Amount Due: **\$2,815.00**

Please see attached invoice. This email address is where we were instructed to send the invoice. Please let us know if you need a copy mailed or sent to another party. Please remit payment at your earliest convenience.

Thank you for your business - we appreciate it very much.

Sincerely,
Liquid Engineering Corporation

406-651-0105

The information contained in this e-mail message may be privileged, confidential and protected from disclosure. If you are not the intended recipient, any dissemination, distribution or copying is strictly prohibited. If you think that you have received this e-mail message in error, please notify the sender and delete this email, any file attachments and destroy all copies. Thank you for your cooperation.

Dan Howard

NEBRASKA

Good Life. Great Service.

COMMISSION ON LAW ENFORCEMENT
AND CRIMINAL JUSTICE

RESULTS OF INITIAL ACCREDITATION
FIELD ASSESSMENT
OPTION 2

July 19, 2023

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

Dear Chief Howard,

On March 21, 2023, Jessie Wagoner completed the field assessment portion of the Commission's accreditation program.

I am happy to report, your agency has met the requirements to remain accredited under the Commission's program.

Should you have any additional questions, please feel free to contact the Commission staff handling accreditation at:
NCC.Accredit@nebraska.gov.

Sincerely,



Bryan Tuma, Executive Director
Nebraska Commission on Law Enforcement and Criminal Justice

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

**NOTICE OF TIME AND PLACE OF
SPECIAL MEETING**

NOTICE IS HEREBY GIVEN THAT A SPECIAL MEETING OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAINT PAUL, NEBRASKA, WILL BE HELD WEDNESDAY, AUGUST 16, 2023 BEGINNING AT 1:30 P.M. IN THE CITY COUNCIL CHAMBERS. THIS MEETING WILL BE OPEN TO THE PUBLIC. AN AGENDA FOR SUCH MEETING IS KEPT CONTINUALLY CURRENT AND IS AVAILABLE FOR PUBLIC INSPECTION AT THE OFFICE OF THE CITY CLERK AT THE CITY UTILITIES OFFICE. THE PURPOSE OF THIS MEETING IS TO HAVE A WASTEWATER TREATMENT FACILITY (WWTF) CONSTRUCTION PROGRESS MEETING. POSTED THIS 3RD DAY OF AUGUST 2023.



CONNIE JO BECK

CITY CLERK/DEPUTY TREASURER

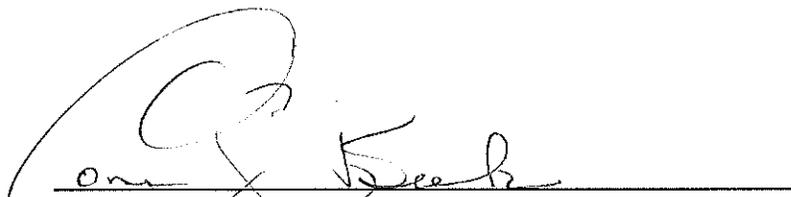
Post in four (4) public places:

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

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 5:30 P.M., MONDAY, AUGUST 21, 2023 TO RECEIVE PUBLIC INPUT REGARDING THE PROPOSED 2023-2024 BUDGET. THE REGULAR CITY COUNCIL MEETING (AUGUST 21, 2023) WILL COMMENCE IMMEDIATELY AFTER THE ADJOURNMENT OF THE PROPOSED 2023-2024 BUDGET PUBLIC INPUT HEARING THAT WILL BE HELD 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. POSTED THIS 3RD DAY OF AUGUST 2023.



CONNIE JO BECK
CITY CLERK/DEPUTY TREASURER

St. Paul Keno, LLC
Michael Nevriy-President
P.O. Box 1001
Hastings, NE 68902-1001
Michael's Cell: 402-419-1619
Michael's Email: michael@hastingskeno.com
Ryan Palabrica-Vice President
Ryan's Cell: 402-984-5737
Ryan's Email: ryan@hastingskeno.com

August 2, 2023

Dear Mayor and Council,

I have put together a recap for you of keno operations in St. Paul for your review. First summarizing the Gross Sales for the 12-month period of August 1, 2021 through July 31, 2022, and compare them to Gross Sales for the 12-month period of August 1, 2022 through July 31, 2023. Then I will summarize the City's distribution and uncollected winnings for those same two periods. These periods are not the City's Fiscal Year, but they allow me to give you a comparison of the latest keno activity ending July 31, 2023.

Gross Proceeds for the 12-month period of August 1, 2021 through July 31, 2022 were \$1,448,722.87. Gross Proceeds for the 12-month period August 1, 2022 through July 31, 2023 were \$1,322,310.40. The City's share including its Distribution and Uncollected Winnings for the 2021/2022 period totaled \$73,436.14. The City's share including its Distribution and Uncollected Winnings for the 2022/2023 period totaled \$67,109.54.

Even though the 2022/2023 numbers are slightly lower than the 2021/2022 period, they are still, very high for a jurisdiction the size of St. Paul. Lana and her staff at Jake's Bar continue to work very hard to serve their bar customers along with their keno customers.

One of the reasons we have seen keno wagers lower is most likely the opening of the new Casino in Grand Island which has had the same effect on many of our keno operations in the central part of the State, as are jurisdictions in the eastern part of the State which are seeing even larger decreases in keno activity. Lincoln has seen decreases of 25% and more since the Casino opened there.

The question then comes to mind, what can we do to try to retain our current players and indeed increase Gross Proceeds with new players? I am happy to let you know that Big Red Keno and myself sponsored a bill in the last legislative session, and we both testified at the General Affairs Committee hearing in favor of the bill. When the bill came out of the Committee on to the floor, it passed all three readings, and in fact was passed in Final Reading with a vote of 46 YES votes

and 0 NO votes! Our bill will allow the introduction of Digital On-Premise Keno. In other words, Mobile Keno.

It will allow keno customers to download our keno app onto their mobile device. They can transfer funds from cash sources or deposit funds right at the main keno counter into their wallet on their app. They will have to be inside the Sales Outlet Location which will be geofenced so once they leave the Sales Outlet, they can no longer place keno wagers. This no different than what the horse tracks do now, and have done for over 10 years, and what the Casinos will be doing with their Sports Books. Our bill was simply asking for parity with other gaming operations in the State.

We are now in the process of meeting with the Charitable Gaming Division of the Nebraska Department of Revenue to work with them on setting the regulations which will have to be agreed to and signed by the Nebraska Attorney General, Secretary of State and the Governor, and must be done by the end of the year. We feel Digital On-Premise Keno will attract a new demographic and allow the Sales Outlet more time to serve their customers.

Developing the app for both IOS and Android platforms will take a number of months after the regulations have been passed and signed. Gaming Arts, the company that I buy all of my keno equipment and software from is the leading Nebraska manufacturer for mobile devices as they already have a Mobile Poker app they have in place in Nevada. So, I hope to be one of the first Keno Operators to offer the new mobile app. I will keep the City posted as the new legislation moves forward.

I am proud to report that we were in complete compliance with all State regulations in all of the yearly Keno Audits. We are now paying \$2,300 to the City for this Audit as set forth by the City Council.

I want to thank the Mayor and Council for allowing St. Paul Keno, LLC to continue to serve as the City's Keno Operator. After celebrating my 50th class reunion from St. Paul High School, I have to say that the City has much to proud of.

If anyone has any questions for me, please don't hesitate to contact me.

Respectfully submitted,

Mike Nevrviv
President
St. Paul Keno, LLC

St. Paul Fire and EMS

	<u>Badge</u>	<u>Rank</u>	<u>Name</u>	<u>Address</u>	<u>City</u>	<u>State</u>	<u>Zip</u>	<u>Phone</u>	<u>E-mail Address</u>
1	501	Fire Chief	Becker, Mike	1109 Baxter Street	St. Paul	NE	68873	308-750-3161	mikeb6684@gmail.com
2	502	Assistant Fire Chief	Haggerty, Leo	364 Caroll Avenue	St. Paul	NE	68873	308-750-5395	leohag74@gmail.com
3	503	Assistant Fire Chief	Augustyn, Chad	821 8th Street	St. Paul	NE	68873	308-754-7899	caugustyn@live.com
4	504	Assistant Fire Chief	Wilson, Mark	123 Grant Street	St. Paul	NE	68873	308-571-0017	dei_structurefire@hotmail.com
5	505	FF Training Officer	Becker, Nathan	1109 Baxter Street	St. Paul	NE	68873	308-750-3833	nathanbecker98@gmail.com
6	5021	FF Training Officer /EMT	Swanson, Joe	908 Paul Street	St. Paul	NE	68873	308-750-6063	jps.swanson@gmail.com
7	5027	FF/Lieutenant	Huneke, Barrett	1518 Jay Street	St. Paul	NE	68873	402-821-5286	B Jimele@hotmail.com
8	5120	FF Captain	Koperski, Pat	410 Center Avenue	St. Paul	NE	68873	308-571-0002	patkoperski1962@gmail.com
9	5151	FF/Rescue Captain/FF Lt.	Meyer, Nate	504 Grant Street	St. Paul	NE	68873	308-750-5918	nsmeyer1982@hotmail.com
10	5024	FF Captain	Mrkvicka, Monte	522 M Street	St. Paul	NE	68873	308-571-0036	deertm@gmail.com
11	5034	FF	Anderson, Trae	1010 7th Street	St. Paul	NE	68873	308-750-3202	
12	5104	FF	Becker, James	506 Baxter Street	St. Paul	NE	68873	308-754-4814	jamesbecker72@gmail.com
13	5018	FF / Rescue	Benzel, Fred	993 15 th Avenue	St. Paul	NE	68873	308-370-6163	fredrickbenzel@gmail.com
14	5156	FF	Bonczynski, Scott	811 O Street	St. Paul	NE	68873	308-750-6021	s_bonzi@yahoo.com
15	5029	FF	Brown, James	1309 6th Street	St. Paul	NE	68873	308-379-4052	jtbrownh414@icloud.com
16	8603	FF	Busse, Brian	1218 Grant Street	St. Paul	NE	68873	402-380-9672	bbtd8603@hotmail.com
17	5107	FF	Koperski, Daniel	416 Center Avenue	St. Paul	NE	68873	308-750-6022	dkoperski1283@gmail.com
18	5022	FF	Kult, Kyle	1502 Indian Street	St. Paul	NE	68873	402-631-1605	bullhauler1976ne@gmail.com
19	5154	FF	Landers, Bob	508 L Street #8	St. Paul	NE	68873	303-200-0335	robertlanders@gmail.com
20	5026	FF	Moslander, Tyler	522 6th Apt. 1	St. Paul	NE	68873	402-335-0645	tylermoslander3@gmail.com
21	5117	FF	Seward, Shawn	1119 Davis Street	St. Paul	NE	68873	308-750-2556	sewardshawn@hotmail.com
22	5035	FF	Synowski, Spencer	1320 7th Street	St. Paul	NE	68873	308-750-4864	
23	5051	FF	Treat, Shon	50817 Highway 22	Wolbach	NE	68882	308-390-2767	shontreat1968@gmail.com
24	5033	FF	Wilshusen, Andrew	332 Nelson Street	St. Paul	NE	68873	402-768-1120	awilshusen@jeo.com
25	5125	FF/Rescue	Brown, Chris	1309 6th Street	St. Paul	NE	68873	308-379-5750	halloweentwinkj@yahoo.com
26	5137	FF/Rescue	Koperski, Ladonna	410 Center Avenue	St. Paul	NE	68873	308-850-7052	lad.36@hotmail.com
27	5128	FF/Rescue	Meyer, Nick	312 Sheridan Street	St. Paul	NE	68873	308-750-0239	nicholasmeyer7787@gmail.com
28	5122	Rescue / Treasurer	Beck, Connie Jo	901 13th. Avenue	St. Paul	NE	68873	308-754-4269	cjbeck@cityofstpaulne.org
29	5041	Rescue	Greenwalt, Scott	1108 Grant Street	St. Paul	NE	68873	308-383-2471	scottg32@hotmail.com
30	5134	Rescue	Meyer, Deb	504 Grant Street	St. Paul	NE	68873	308-754-5635	ladyclipper@hotmail.com
31	5126	Rescue	Mitteis, Jen	1013 Grand Street	St. Paul	NE	68873	308-750-4340	jennmz28@gmail.com
32	5124	Rescue	Paczosa, Emily	411 Mill Street	Dannebrog	NE	68831	308-750-1776	webbea@live.com
33	5105	Rescue	Paczosa, Marcus	110 Grant Street	St. Paul	NE	68873	308-754-5560	msspsppd@hotmail.com
34	5123	Rescue	Pierson, Kari	1218 5th. Street	St. Paul	NE	68873	308-754-4161	kair68@hotmail.com
35	5121	Rescue	Swanson, Stacie	908 Paul Street	St. Paul	NE	68873	402-890-8855	s.swanson1012@gmail.com
36		Rescue	Valasek, Heather	Howard Co Med Ctr	St Paul	NE	68873		
37	5127	Rescue	Wilkins, Devan	508 N Mill Street	Dannebrog	NE	68831	308-529-3650	devilwilkins94@gmail.com
38	5098	Rescue	Wroblewski, Barb	919 Grant Street	St. Paul	NE	68873	308-754-4776	barbwroblewski@hotmail.com
39		FF/Rescue 7/17/23	Brumbaugh, Steven	921 Sherman	St. Paul	NE	68873	308-627-8196	
40		FF 7/17/23	Powell, Adam	919 Grant Street	St. Paul	NE	68873	531-229-2565	adam.l.powell@outlook.com
41		Rescue 7/5/23	Burk, Kerrigan	420 Jay Apt 3B	St. Paul	NE	68873	308-223-0708	kerriganBurk25@gmail.com
42		Rescue 7/5/23	Powell, Brendan	420 Jay Apt 4D	St. Paul	NE	68873	308-750-0940	powellbrendan2004@gmail.com
43	5146	w.Driver	Meyer, Rod	504 Grant Street	St. Paul	NE	68873	308-750-1807	meyer@auroracoop.com
44	5144	w.Driver	Wilson, Lisa	123 Grant Street	St. Paul	NE	68873	308-571-0170	lisa_strobbe@hotmail.com
45	110	w.Driver/NSP	Bergman, Joel	404 3rd Street	St. Paul	NE	68873	402-874-1767	Joel.bergman110@gmail.com
46		Rescue Medical Director	Dr. Jared Kramer	1306 Wallace	St. Paul	NE	68873	308-754-4421	

REVISED 07/19/2023

23 Firefighters
 19 EMT's
 1 EMS Medical Director
 3 Driver's
 46 Fire / EMS

SALES TAX	2022-2023					
Proceeds Received	Total Amt	St - Mtr Veh Tx	25% Infrast.	Sales Tax Fire Station Proceeds	End Amount	
		21-022	60-040	60-041	60-700	
September 21, 2023						
August 25, 2023						
July 23, 2023	\$ 60,893.45	\$ (6,866.75)	\$ (9,004.45)	\$ (18,008.90)	\$ 27,013.35	
June 22, 2023	\$ 51,826.09	\$ (4,422.36)	\$ (7,900.62)	\$ (15,801.25)	\$ 23,701.86	Fire Station Began
May 21, 2023	\$ 41,623.78	\$ (5,610.03)	\$ (9,003.44)		\$ 27,010.31	
April 21, 2023	\$ 32,236.77	\$ (3,117.80)	\$ (7,279.75)		\$ 21,839.22	
March 21, 2023	\$ 40,492.90	\$ (5,455.17)	\$ (8,759.44)		\$ 26,278.29	
February 21, 2023	\$ 43,380.16	\$ (5,020.15)	\$ (9,590.01)		\$ 28,770.00	
January 22, 2023	\$ 41,539.39	\$ (4,910.64)	\$ (9,157.19)		\$ 27,471.56	
December 22, 2022	\$ 38,442.77	\$ (2,762.28)	\$ (8,920.13)		\$ 26,760.36	
November 22, 2022	\$ 41,697.42	\$ (6,540.71)	\$ (8,789.18)		\$ 26,367.53	
October 22, 2022	\$ 37,051.62	\$ (5,075.72)	\$ (7,993.98)		\$ 23,981.92	
	\$ 429,184.35	\$ (49,781.61)	\$ (86,398.19)	\$ (33,810.15)	\$ 259,194.40	

MEETING MINUTES

CONSTRUCTION PROGRESS MEETING

NAME OF PROJECT:	St. Paul WWTP Improvements
MEETING LOCATION:	St. Paul City Hall
DATE & TIME:	July 19, 2023 @ 1:30 pm
PROJECT #:	020-2586

A. Sign In

See attached

B. Project Status

1. Lift Station/Screening Manhole
 - a. Need to complete seeding, fence, and site cleanup.
 - b. Lift station startup was completed.
2. Control/Blower Building
 - a. Windows to be fixed this week the week of July 31st when Rutjens will be onsite.
 - b. Lab is complete besides floor and ceiling tiles, bathroom needs some final cleanup, garage area and blower room done besides cleanup.
3. SBR Tank/Equipment
 - a. Electrical work on cat walks needs finished.
 - b. Aqua to be onsite to begin startup the week of July 31.
4. Lagoon Cleaning/Liner Construction
 - a. Van Kirk is onsite grading the cell.
5. Site Piping
 - a. Only section left is pipe to splitter box.

C. Construction Schedule / Shop Drawings

1. Rutjens Update / Schedule.
 - a. Van Kirk will continue working for a couple more weeks to finish the grading in the lagoon.
 - b. Liner installer is scheduled to be onsite mid-August.
 - c. American Fence will be onsite this fall to install the fencing and gates.
2. Shop drawing review is ongoing.
 - a. HDPE Liner: Need installers crew resume before work begins. – Dave to get from installer.

- b. Property owner sign off letters.

D. Pay Request / Change Order

- 1. Next pay request ready to be submitted from Rutjens.
- 2. Any new outstanding items?

E. Misc. Discussion Items

- 1. Need to see removal permits for Nutriject for sludge removals.
- 2. Startup schedule – Rutjens also has HOA, Gurney, & electrician scheduled to be onsite during the appropriate start up windows.
 - a. Week of July 31 – equipment check and test diffusers
 - b. Week of August 7 – electrical checks
 - c. Week of August 14 – plant startup and training
 - d. Aqua will return to the site approx. 6-8 weeks after startup to check how the plant is operating. They will want an internet connection to be able to access the plant remotely.
- 3. Electrical conduit cleanout. – Still need to bring boxes to grade and clean out.
- 4. Contractor questions
 - a. Question came up about burning trees onsite. Matt Helzer to get ahold of the state to see if it is allowed.
- 5. City questions
 - a. Before our meeting, Olsson and City sat down to discuss what lab equipment needs to be ordered. Found out that the majority of the products can be ordered through Core & Main. The Core & Main rep. will plan to meet with the city either this Friday or Monday to get an order placed.

F. Next meeting –

- 1. August 16, 2023, at 1:30 at St. Paul City Hall

ATTENDANCE RECORD
PROGRESS MEETING



Name of Project: St. Paul WWTP Improvements

Project No.: 020-2586

Project Location: St. Paul, Ne

Date & Time: Wednesday, July 19, 2023 - 1:30 PM

Name of Attendees (Please Print)	Company Representing/Address	Email Address	Phone No.
Brian Friedrichsen	Olsson	bfriedrichsen@olsson.com	308-750-4326
Bryan Poltack	Olsson	bpoltack@olsson.com	308-224-1511
Jeff Palik	Olsson	jpalik@olsson.com	308-384-8750
David Rutjens	Rutjens	dave@rutjensconstruction.com	402-750-7979
Trve Anderson	city		
Katie Kowalski	city		308-750-0665
Frederic Kowalski	city		
Chuck Schmidt	city	SchmidtChuck@a.s.paul.com	308-750-6149
BILL PETERS	city		
MATT HELZER	city		
Jeremy Gorecki	city		308-219-1061
Eric Bush	Gig Check		308-571-0045

City of St. Paul Certificates of Deposits

07/31/2023

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						