

1st Council Regular Meeting
Monday, December 4, 2023 6:30 PM

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

Agenda

1. **MONDAY, DECEMBER 4, 2023 (6:30 P.M.) CITY HALL REORGANIZATIONAL MEETING**
2. 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.
3. Submittal of Request for Future Agenda Items
4. Reserve time to Speak on an Agenda Item
5. **Mayor Joel M. Bergman voices his 2023-2024 City of St. Paul Appointments. Discuss - Approve retaining Council member Feeken as Council President per Mayor Bergman.**
 - a. **Approval of Mayor Bergman's 2023-2024 City Appointments.**
6. Discuss - Approve / Deny Howard County Medical Center utilizing the United States Dept. of Agriculture (USDA) "Rural Economic Development Loan Grant" (REDLG) program through an Intermediary Sponsorship. The Howard County Medical Center is requesting \$300,000 regarding a Behavioral Health Area remodel.
7. Discuss - Approve / Deny Howard County Medical Center paving the south half of "M" Street between Sheridan Street and Jackson Street. Howard County Medical Center will absorb the cost of the paving.
8. Discuss - Approve / Deny Jubilee Events & Catering Inc. (Melanie Boden - 1528 L. Street, Ord, NE) Special Designated Liquor (SDL) application regarding a Howard County Medical Center 2024 Gala. The event will be held at the St. Paul Civic Center (423 Howard Avenue) on Saturday, February 10, 2023, from 5:00 p.m. to 11:30 p.m.
9. **SECOND (2ND) NOTICE OF HEARING TO BE DETERMINED EXISTENCE OF PUBLIC NUISANCE AND TO ABATE IN WHOLE OR IN PART. THE COUNCIL MEMBERS SHALL HEAR TESTIMONY OF ALL COMPETENT PERSONS DESIRING TO TESTIFY RESPECTING THE CONDITION CONSTITUTING THE NUISANCE.**
Open Nuisance hearing regarding 304 8th Street, more legally described as Lots Five (5) and Six (6), Block 103, Original Town, St. Paul, Nebraska. The alleged violations consist of the following: An old unlicensed car in the driveway, loose branches and large tree branch, hedge needs to be trimmed, all trees in the garden area need to be trimmed and weeds around all areas of the garage, tall weeds northeast of the house, junk lumber, and tree pieces between the garage and house.
Close Nuisance Hearing.
Discuss - Approve / Deny Resolution 2023-10, determining that the following property constitutes a public nuisance and that the Council members granted ____ days from the date of the "Notice" to abate said nuisance. Failure to abate nuisance shall result in the

nuisance being abated by the City of St. Paul and the cost of abatement shall be assessed upon the premises and constitute a lien upon the premise until paid.

10. Discuss - Approve / Deny Resolution 2023-11; whereas by the State of Nebraska Statutes, Section 39-2302, and 39-2511 through 39-2515 details the requirements that must be met in order for a municipality to qualify for an annual Incentive Payment; and whereas the State Dept. of Transportation (NDOT) requires that each incorporated municipality must annually certify (by December 31st of each year) the appointment of the City Street Superintendent to the NDOT using the "Year End Certification of City Street Superintendent" form (attach meeting minutes to paperwork, along with the 2023–2024 Appointments).
11. Discuss - Approve / Deny Mayor Bergman signing the "Year End Certification of City Street Superintendent" for determining Incentive Payment from January 1, 2023, to December 31, 2023. Jeff Palik will be the City of St. Paul's City Street Superintendent, License No. S-1269, Class A.
12. Discuss - Approve / Deny Consent Agenda Items:
 - (1) Council minutes regarding November 20, 2023 (regular);
 - (2) Zoning permits November 27, 2023; and
 - (3) Disbursements December 4, 2023.
13. Discuss - Approve / Deny Meter Based Surge Protection Device for municipal customers, along with the "Hold Harmless Agreement" pertaining to the installation and/or operations of surge protection devices. The device will stop surges right at the electric meter, before it can enter the home or business; it comes with a 15-year warranty. The "Hold Harmless Agreement" has been reviewed and approved by City Attorney White.
14. Discuss Municipal Code regarding dog attacks (see attached Municipal Code) Possible Action.
15. **FORMAL APPROVAL OBLIGATING AMERICAN RESCUE PLAN ACT (ARPA) FUNDS**

Discuss - Approve / Deny the OBLIGATION of American Rescue Plan Act (ARPA) funds.
The ARPA funds must be OBLIGATED by December 31, 2023, and be EXPENDED by December 31, 2026.
16. Utilities Superintendent Helzer updates:
 - (1) Obsolete City Property;
 - (2) ARPA will not support electrical work; not a qualification;
 - (3) Middle Loup Subdivision (Vacate the Entire Subdivision, due to the shifting of lot lines off of Adams Street (this is an extension of Adams Street));
17. Chief of Police Howard updates:
18. Mayor Bergman updates
19. Public Announcements
20. Closed Session: Pending Litigation; Strategy Session with respect to real estate purchase; and prevent needless injury to the reputation of an individual
21. Mayor Bergman adjourns City Council meeting
22. Informational Items:
 - (1) Library Board minutes RE: November 15, 2023;

23. **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: _____

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For City Official Use Only

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

___ Referred to City Council Committee for Recommendation

City Council Action Taken: _____

City Funds Authorized: _____

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

REQUEST FOR OPEN PUBLIC RECORDS

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

Full Name: _____ (Phone) _____

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

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

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

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

I hereby request a copy of the following public records:

Requestor Signature _____ Date _____ Email/Fax Number _____

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

For Administrative Records

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

Signed _____ Date _____

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

Signed _____ Date _____

YOUR COPY OF THIS FORM SHALL SERVE AS YOUR RECEIPT

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

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

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

Complaint Details

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

Witness Details (If applicable)

Name of witness(es) _____
Address _____

Phone Number of witness _____

Complaint Outcome

How would you like this issue resolved? _____

Signature of Complainant

Action taken by City



City of St. Paul, Nebraska

704 6th Street • St. Paul, NE 68873

Phone (308) 754-4483

2023-2024 CITY OF ST. PAUL APPOINTMENTS

- COUNCIL PRESIDENT
(Per NE Stat. §17-148) **MIKE FEEKEN**
- CITY CLERK / DEPUTY TREASURER CONNIE JO BECK (4/2010)
- DEPUTY CLERK LAURA BERTHELSEN (4/2020)
- CITY ATTORNEY JASON WHITE (3/2019)
- CITY TREASURER SALLY EINSPAHR (8/2020)
- CHIEF OF POLICE DANIEL K HOWARD (6-23-21)
- ZONING ADMINISTRATOR MATTHEW HELZER (12/2014)
- CITY ENGINEER/STREET SUPER. **JEFF PALIK, OLSSON**
- UTILITIES SUPERINTENDENT MATTHEW HELZER (1/2015)
- **LIGHT COMMISSIONER** **JAMES SUMMERS**
- SEWER COMMISSIONER MATTHEW HELZER (2022)
- FIRE CHIEF MICHAEL BECKER
- WATER COMMISSIONER JEREMY GORECKI (11-2022)
- ASSISTANT FIRE CHIEF MARK WILSON; LEO HAGGERTY;
& CHAD AUGUSTYN
- STREET COMMISSIONER JAMIE KLANECKY (6/2020)
- CEMETERY SEXTON RONNIE SWITZER
- PARK / CEMETERY (MGR) RANDY JERABEK



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



- CITY PHYSICIAN DR. CHRIS TOMHAVE
 - PLANNING BOARD DAN SCHEER (10-23-23)
TONY WALCH
CONNIE BECKER
TYLER SOLKO, Chairman (11-13-23)
ARVILLA JACOBS
MATTHEW HELZER (Zoning Adm)
LAURA BERTHELSEN (Minutes)
 - BOARD OF ADJUSTMENT MEL FULLER (2022)
MACHELL NAYLOR, CHAIR (12-2020)
BRIAN KNAPP
GLENN PEDERSEN
Alt: MELVIN SCHMADERER (In Town)
Alt:
 - LIBRARY BOARD STEVEN NEAL 2024 (City)
(Every other month on 3rd Wed = Jan 20) DEB WELLS 2025 (City)
JANET ELSTERMEIER 2023 (City)
TARA SJUTES 2025 (School)
JILL PAULSEN 2023 (School)
PHIL THEDE 2025 (School)
 - HOUSING AUTHORITY TODD PETERS (2022 – 2026)
(2nd Wednesday of Month) MIKE FEEKEN (Nov 2021 to Nov 2025)
THEDA VANHORN (2022 – 2026)
CAROL FANTA (2022 – 2026)
CINDI MENDYK (9--2021 TO 2024)
 - LOUP CENTRAL LANDFILL KATIE KOWALSKI; AND
(3rd Thursday of Month; BILL PETERS, ALT.
Dec-Mar 7pm / Apr-Nov 7:30pm)
 - HO. CO. DISPATCHER BOARD JOEL M. BERGMAN, MAYOR AND
DANIEL HOWARD, CHIEF OF POLICE
-
- CITIZENS ADVISORY LB840 EMILY VANIS (4-17-23)
JOE MLINAR (2021)
SALLY EINSPAHR
JULIE GAWRYCH (2021)
LARRY HURLBURT
CONNIE JO BECK, Ex Officio
PARKER KLINGINSMITH, SPDC EXE DIR
 - RURAL FIRE BOARD LIAISON CHARLES “Chuck” SCHMID
(2nd Monday on even months: Dec.)

- REPRESENTATIVE TO ACE
- CITY HEALTH BOARD
- SENIOR CENTER LIAISON
- ELMWOOD CEMETERY BOARD
(Meeting: 2nd Wed. of Month)
- ELMWOOD CEMETERY FOUND.
(8/17/20)
- CITY TREE BOARD
- CIVIC CENTER ADVISORY BOARD
- NUISANCE COMMITTEE (Nov. 2023)

JOEL BERGMAN, MAYOR AND
COUNCIL PRESIDENT

MAYOR, COUNCIL PRESIDENT, CHIEF
OF POLICE AND CITY PHYSICIAN

MIKE FEEKEN

GERALD SOLKO, Treasurer (12-7-20)
RANDY JERABEK, Cemetery Manager
GENE RICE, Vice-President
PAMILIA SWITZER, President
TODD PETERS
BETTY CZARNEK, Secretary
BILL PETERS, City Liaison
RONNIE SWITZER, Sexton

JOEL M. BERGMAN, PRESIDENT
GERALD SOLKO, SECRETARY
STEFFANY TARTAGLIA, TREASURER
GENE RICE, BOARDMEMBER
RANDY JERABEK, BOARDMEMBER

ROBIN ELSTERMEIER
GENE RICE
AL BRENNAN
LINDA FULLER
JAMIE KLANECKY, Street Commissioner
LAURA BERTHELSEN (minutes)

(Dissolved December 6, 2021)

JERRY THOMPSON
DUSTIN ANDERSON
GERALD SOLKO
GENE RICE
JACKIE HARDENBROOK
REX GALUSHA

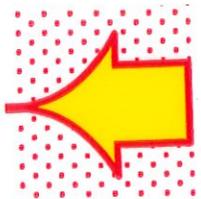
DATE: Monday, December 4, 2023

SIGNATURE:

Joel M. Bergman, Mayor

ATTEST:

Connie Jo Beck, City Clerk/Deputy Treasurer



AGENDA ITEM REQUEST FORM

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City Council Meeting Date: DECEMBER 4, 2023

Requested Agenda Item: REDLEG USDA FINANCING PROGRAM

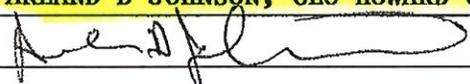
Please state your Agenda Item (please be specific, providing documentation if available):

REDLEG USDA FINANCING PROGRAM

What action do you want the City Council to take? APPROVE INTERMEDIARY SPONSORSHIP

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

Name (please print): ARLAND D JOHNSON, CEO HOWARD COUNTY MEDICAL CENTER

Name (signature): 

Address: 1113 SHERMAN ST ST PAUL NE 68873

Phone Number: 308-754-4421 X 320

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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: _____

Description of the Project

Howard County Medical Center is planning a renovation of facilities to house our mental health services. We have been fortunate enough to employ 4 mental health practitioners at our facility. With this fortune brings the need for more private settings to provide this service and also a place for large group settings. The project involves 1560 square feet of our current inpatient area. We will complete this project without any additional "footprint" of the facility. We have included a floor plan of the current area and a floor plan of the proposed area. The goal is to have an area that protects patient privacy and also gives employees a usable space to practice at the top of their licensure.

Description of the Business Plan

One LIMHP directs the 55+ Program with a mental health tech and a part time mental health tech. The tech positions do all the scheduling and commuting of patients for the program. They also ensure the medical records have signatures and are complete medical records. They also follow up on PHQ-9's that fall out of normal, to schedule follow up with a therapist. There is one 20 hour a week provisional licensed therapist that also does groups, 2 days a week.

OP behavioral health program currently has one supervising LIMHP that supervises hours of the provisional licensed mental health practitioner and sees patients in the OP setting. The Provisional licensed mental therapist does part time in the group setting and part time in the OP setting. The goal is to get the hours for this therapist, get her certified and then move forward as a LMHP in both settings.

Currently we are a clinical site for UNK behavioral health program which gives us a student per year for their clinical rotation. This individual counsels' patients under the supervision of the LIMHP.

HCMC also has a Certified Mental Health Social Worker and she offers services provisionally with her license until she has completed the regulation of hours and then will be certified.

5+ years-

HCMC would like to have two therapist in the group program setting and 3 therapist in the OP setting. This would aid in the growth and development of the mental health services offered and the remodel has planned for this growth. One clinician fully licensed and educated on being a supervisor, hire one more FT therapist to work 50/50 outpatient and 55+. We have an internship program to help with hiring and providing free services to those who are indigent. We need to get the two 50/50 providers fully licensed (2 + yrs). I would like to add outpatient addiction counseling and group therapy for issues other than 55+. We plan to have more of a presence in the community in 2024 now that we have enough people to do outreach. This will increase awareness and promote telehealth across the county. I would also like to get at least one person to Greeley one day per week. 55+ should be able to increase services 1.5x times their current services once the space is finished and we get the other 50/50 therapist.

Facility Description

Howard County Medical Center is a 10 bed critical access facility with 9 primary care providers, 5 MD and 4 PA. We are a county owned facility that was built in 1955. Our primary care providers are tasked with developing a health strategy for all patients. That strategy must include people's mental health to make progress in their physical health. We initially established our outpatient geriatric mental health department in 2018. We were able to maintain that program during the pandemic. We have also been doing pediatric mental health through Boys Town for the last 8 years. The services that we provide will be more effective with the proposed renovation.

Mental Health in Nebraska

The links below describe our mental health challenges:

<https://www.nami.org/NAMI/media/NAMI-Media/StateFactSheets/NebraskaStateFactSheet.pdf>

<https://dhhs.ne.gov/2020%20Needs%20Assessment/18%20-%20Mental%20Health%20Access%20and%20Utilization.pdf>

<https://nebraska.edu/nuforne/marley-doyle>

Cost and Plans

Enclosed are the plans for the project and the detailed cost. Exhibit 1 and 2.

Intermediary

City of St Paul	DUNS No. 144664500
704-6 th St	Sam No.-5LJN1
St Paul NE 68873	

Borrower

Howard County Medical Center	Duns No. 035848485
1113 Sherman St	Sam No.-RKW2Y3L6MK86
St Paul NE 68873	

Source of Funds

In the event Howard County Medical Center was approved the \$300000.00, the remainder of the project would be paid from our current assets. I have enclosed a recent money market statement. Exhibit 3.

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City Council Meeting Date: December 4, 2023

Requested Agenda Item: Discuss - Approve / Deny paving street on "M" Street (middle of block) between Jackson + Sheridan Streets

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

Discuss - Approve / Deny paving street on "M" Street between Jackson + Sheridan Streets; Howard Co. Medical Center will absorb cost. Arlan Johnson CEO will be present.

What action do you want the City Council to take? In Favor

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

Name (please print): Mark Wilson, Maintenance Director

Name (signature): Mark Wilson

Address: Ho. Co. Med Ctr 1113 Sherman St St. Paul NE

Phone Number: 308-754-4421

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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: _____

AGENDA ITEM REQUEST FORM

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

City Council Meeting Date: 12.4.2023

Requested Agenda Item: REQUEST AN SDL FOR HOWARD COUNTY MEDICAL CENTER GALA

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

Jubilee Events + Catering LLC is requesting an SDL to be able to serve alcohol at the Howard County Medical Center Gala.

What action do you want the City Council to take? to approve the request for an SDL

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

Name (please print): MELANIE BODDEN

Name (signature): Melanie Bodden

Address: 1528 L St. Ord, NE 68862

Phone Number: 308.730.1466

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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: _____

**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

Jubilee Events & Catering, LLC

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

1528 L Street Ord, NE 68862

Retail Liquor License Address or Non-Profit Business Address

Liquor License # 122106

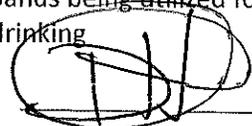
Retail License Number or Non-Profit Federal ID #

Consecutive Dates only
Event Date(s): 2.10.2024

Event Start Time(s): 5:00 pm

Event End Time(s): 11:30 pm

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



Alternate Date: _____

Alternate Location Building & Address: _____

Event Building Name: Civic Center

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

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

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

Type of Event: Medical Foundation Gala Fundraiser Estimate # of attendees: 500

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: Melanie Boden Event Contact Phone Number: 308.730.1466

Event Contact Email: jubileecatering.ord@gmail.com

*Signature Authorized Representative: Melanie Boden Printed Name Melanie Boden

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)

[Signature]
Local Governing Body Authorized Signature

11-28-23
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: Ho. Co. Medical Center DATE: 2-10-2024
Foundation Gala

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

Important
↓

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: 11-28-23

BY: [Signature]
City of St Paul Designated Agent

CATERER NAME: Jubilee Events & Catering

DATE: 11-28-23

BY: Melanie Boden
Authorized Agent of Caterer





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/28/2023

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 Denise Wray 1514 J Street Ord NE 68862	CONTACT NAME: Denise Wray PHONE: 308-728-5900 FAX (A/C, No, Ext): 308-728-5900 E-MAIL ADDRESS: denise.wray.rzxw@statefarm.com FAX (A/C, No):																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>State Farm Fire and Casualty Company</td> <td>25143</td> </tr> <tr> <td>INSURER B:</td> <td></td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	State Farm Fire and Casualty Company	25143	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:	
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INSURER C:																					
INSURER D:																					
INSURER E:																					
INSURER F:																					
INSURED Boden, Melanie PO BOX 192 ORD NE 688620192																					

COVERAGES

CERTIFICATE NUMBER:

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	ADD INSD	SUB 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 type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	N	N	97-B1-W194-9	04/30/2023	04/30/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED 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"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Liquor Liability- \$1,000,000 per occurrence
\$2,000,000 aggregate

CERTIFICATE HOLDER

CANCELLATION

City of St. Paul 704 6th St St. Paul NE 68873	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 Denise Wray This form was system-generated on 11/28/2023
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ST. PAUL POLICE DEPARTMENT

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



E-MAIL: STPAULPDNE@CITYOFSTPAULNE.ORG

David Eiberger

304 8th St.

St. Paul, NE 68873

NOTICE OF HEARING TO BE DETERMINED EXISTENCE OF PUBLIC NUISANCE AND TO ABATE IN WHOLE OR IN PART

TO: David Eiberger

Notice is hereby given that on the 20th day of November, 2023, the City Council of the City of St. Paul passed a motion declaring its intent to ascertain whether certain premises situated in the City of St. Paul, State of Nebraska, known and designated as (304 8th St.) in said City and more particularly described as follows:

LOTS 5 & 6 BLOCK 103 OT ST PAUL

constitute a public nuisance subject to abatement. Hearing upon said Motion to determine whether the above noted premises constitute a public nuisance shall be on the 4TH day of December, 2023, at 6:30 o'clock p.m., before the City Council in the Council Chamber, City Hall, St. Paul, Nebraska, at which time the City Council shall hear all evidence from any interested party pertaining to the above noted issue. If said premises in whole or part, are found to constitute a public nuisance, as defined by Sections 4-308 to 4-309 of the St. Paul Municipal Code and if the same are not promptly abated, the Municipal Authorities shall abate the same and the cost of abatement shall be assessed upon such premises and such costs shall constitute a lien upon such land until paid.

Said alleged violations consist of the following: **OLD CAR IN DRIVEWAY UNLICENSED, LOOSE BRANCHES AND A LARGE BROKEN TREE BRANCH, HEDGE NEEDS TRIMMED, ALL TREES IN THE GARDEN AREA NEED TO BE TRIMMED AND THE WEEDS AROUND ALL AREAS OF THE GARAGE, THE TALL WEEDS NORTHEAST OF THE HOUSE, AND JUNK LUMBER AND TREE PIECES BETWEEN THE GARAGE AND HOUSE.**

Dated: Nov 20, 2023

CITY OF ST. PAUL, NEBRASKA

By: [Signature]
City Clerk

Article 3. Nuisances

NUISANCES; PROHIBITED FENCES.

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

§ 4-302 NUISANCES; DEFINITION.

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

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

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

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

- (a) Any odorous, putrid, unsound, or unwholesome grain, meat, hides, skins, feathers, vegetable matter, or the whole or any part of any dead animal, fish, or fowl;
- (b) Privies, vaults, cesspools, dumps, pits, or like places which are not securely protected from flies or rats, or which are foul or malodorous;
- (c) Filthy, littered, or trash-covered cellars, house yards, barnyards, stable yards, factory yards, mill yards, vacant areas in rear of stores, granaries, vacant lots, houses, buildings, or premises;
- (d) Animal manure in any quantity which is not securely protected from flies and the elements, or which is kept or handled in violation of any ordinance of the City;
- (e) Liquid household waste, human excreta, garbage, butcher's trimmings and offal, parts of fish, or any waste vegetable or animal matter in any quantity; provided, that nothing herein contained shall prevent the temporary retention of waste in receptacles in a manner provided by the health officer of the City, nor the dumping of non-putrefying waste in a place and manner approved by the health officer;
- (f) Tin cans, bottles, glass, cans, ashes, small pieces of scrap iron, wire metal articles, broken stone or cement, broken crockery, broken glass, broken plaster, and all trash or abandoned material, unless the same be kept in covered bins or galvanized iron receptacles;
- (g) Trash, litter, rags, accumulations of barrels, boxes, crates, packing crates, mattresses, bedding, excelsior, packing hay, straw, or other packing material, lumber not neatly piled, scrap iron, tin, or other metal not neatly piled, old automobiles or parts thereof, or any other waste materials when any of the articles or materials create a condition in which flies or rats may breed or multiply, or which may be a fire danger, or which are so unsightly as to depreciate property values in the vicinity thereof;

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

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

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

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

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

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

§ 4-303 NUISANCES; ABATEMENT PROCEDURE.

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

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

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

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

occupant refuses or neglects to promptly comply with the order to abate and remove the nuisance, the Council may have such work done.

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

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

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

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

§ 4-304 NUISANCES; DEAD OR DISEASED TREES.

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

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

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

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

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

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

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

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

(4) It is hereby declared to be a nuisance to permit or maintain any growth of twelve (12) inches or more in height of weeds, grasses, or worthless vegetation on any lot or piece of ground within the City or on the adjoining streets or alleys, or to litter or cause litter to be deposited or remain thereon except in proper receptacles.

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

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

request a hearing with the City or fails to comply with the order to abate and remove the nuisance, the City may have such work done.

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

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

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

LITTER. Includes but is not limited to:

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

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

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

§ 4-306 NUISANCES; GARBAGE AND REFUSE.

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

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

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

(4) Whenever the City removes any garbage or refuse, or causes it to be removed, from any lot or land pursuant to this section, it shall, after a hearing conducted by the City Council, assess the cost of

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

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

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

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

§ 4-307 RESERVED.

§ 4-308 RESERVED.

§ 4-309 RESERVED.

§ 4-310 NUISANCES; DUTY.

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

§ 4-311 NUISANCES; NON-EXCLUSIVE PROCEDURE.

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

§ 4-312 NUISANCES; DECLARATION.

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

NOTICE OF NUISANCE

TO: (OWNER, OCCUPANT, LESSEE, MORTGAGEE)

(ADDRESSES)

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

(Legal description)

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

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

Dated: _____, 20__

CITY OF ST. PAUL, NEBRASKA

By: _____

CERTIFICATE OF SERVICE

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

CITY OF ST. PAUL, NEBRASKA

By: _____

cc: City Council

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

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

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

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

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

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

NOTICE OF HEARING TO BE DETERMINED

EXISTENCE OF PUBLIC NUISANCE AND

TO ABATE IN WHOLE OR IN PART

TO:

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

(Legal description)

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

Said alleged violations consist of the following:

Dated: _____, 20__

CITY OF ST. PAUL, NEBRASKA

By: _____

City Clerk

CERTIFICATE OF SERVICE

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

CITY OF ST. PAUL, NEBRASKA

By: _____

City Clerk

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

§ 4-315 NUISANCES; HEARING.

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

next step!

NOTICE OF ADOPTION OF RESOLUTION NO. _____

TO:

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

Upon the following described real estate, to-wit:

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

Dated: _____, 20__

CITY OF ST. PAUL, NEBRASKA

By: _____

City Clerk

CERTIFICATE OF SERVICE

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

CITY OF ST. PAUL, NEBRASKA

By: _____

City Clerk

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

§ 4-316 NUISANCES; EXTENSION OF TIME.

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

§ 4-317 NUISANCES; ABATEMENT BY CITY.

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

§ 4-318 NUISANCES; RECORD OF EXPENSES.

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

NOTICE OF HEARING ON EXPENSE
OF ABATEMENT OF NUISANCE

TO:

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

(Legal Description)

Said expenses are as follows:

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

CITY OF ST. PAUL, NEBRASKA

By: _____

City Clerk

CERTIFICATE OF SERVICE

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

CITY OF ST. PAUL, NEBRASKA

By: _____

City Clerk

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

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

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

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

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

§ 4-321 NUISANCES; NOTICE OF SPECIAL ASSESSMENT.

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

NOTICE OF SPECIAL ASSESSMENT

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

Dated: _____, 20____

CITY OF ST. PAUL, NEBRASKA

By: _____

City Clerk

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

§ 4-322 NUISANCES; ALTERNATIVES.

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

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

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

§ 4-324 NUISANCES; SEVERABILITY.

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

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

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

§ 4-326 NUISANCES; VIOLATION; PENALTY.

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

§ 4-327 NUISANCES; ABATEMENT OF NUISANCE.

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

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

Article 4. Penal Provisions

§ 4-401 VIOLATION; PENALTY.

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

§ 4-402 ABATEMENT OF NUISANCE.

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

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



City of St. Paul, Nebraska

704 6th Street • St. Paul, NE 68873

Phone (308) 754-4483

NOTICE OF ADOPTION OF RESOLUTION NO. 2023-10

**TO: DAVID EIBERGER
304 8TH STREET
ST. PAUL, NE 68873**

YOU ARE HEREBY NOTIFIED THAT ON Monday, December 4, 2023, the City Council of the City of St. Paul, Nebraska, by Resolution 2023-10, after notice and hearing as specified in said Resolution, did determine that the following constitute a public nuisance, to-wit:

Upon the following described real estate, to-wit: Lots Five (5) and Six (6), Block 103, Original Town, St. Paul, Nebraska

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

Dated: December 5, 2023

CITY OF ST. PAUL, NEBRASKA

**By: _____
Connie Jo Beck, City Clerk/Deputy Treasurer**



“This institution is an equal opportunity provider, and employer”.



CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the foregoing "Notice" was posted on the premises afore-described and mailed by certified U.S. Mail, postage prepaid, on this _____ day of December 2023, to the following:

City of St. Paul, Nebraska

By: _____

Do not recreate or revise this document. Revisions and recreations will not be accepted. **Failure to complete and return the necessary documents per instructions will result in your municipality not receiving an Incentive Payment for Calendar Year 2023.** Documents include the original Signing Resolution, Year-End Certification(s), and a copy of documentation of the appointment(s) of the City Street Superintendent(s). These must be received at the NDOT by December 31, 2023.

RESOLUTION 2023-11
SIGNING OF THE
YEAR-END CERTIFICATION OF CITY STREET SUPERINTENDENT
2023

Resolution No. 2023- 11

Whereas: State of Nebraska Statutes, sections 39-2302, and 39-2511 through 39-2515 details the requirements that must be met in order for a municipality to qualify for an annual Incentive Payment; and

Whereas: The State of Nebraska Department of Transportation (NDOT) requires that each incorporated municipality must annually certify (by December 31st of each year) the appointment(s) of the City Street Superintendent(s) to the NDOT using the Year-End Certification of City Street Superintendent form; and

Whereas: The NDOT requires that each certification shall also include a copy of the documentation of the city street superintendent's appointment, i.e., meeting minutes; showing the appointment of the City Street Superintendent by their name as it appears on their License (if applicable), their License Number (if applicable), and Class of License (if applicable), and type of appointment, i.e., employed, contract (consultant, or interlocal agreement with another incorporated municipality and/or county), and the beginning date of the appointment; and

Whereas: The NDOT also requires that such Year-End Certification of City Street Superintendent form shall be signed by the Mayor or Village Board Chairperson and shall include a copy a resolution of the governing body authorizing the signing of the Year-End Certification of City Street Superintendent form by the Mayor or Village Board Chairperson.

Be it resolved that the Mayor Village Board Chairperson of City of St. Paul, Nebraska
(Check one box) (Print Name of Municipality)
is hereby authorized to sign the attached Year-End Certification of City Street Superintendent completed form(s).

Adopted this December 4th day of December, 2023 at St. Paul, Nebraska.
(Date) (Month)

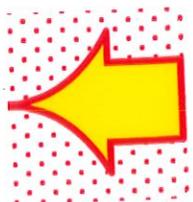
City Council/Village Board Members

Katie Kowalski, _____
Mike Feeken, _____
Bill Peters and _____
Chuck Schmid _____

City Council/Village Board Member _____
Moved the adoption of said resolution 2023- 11
Member _____ Seconded the Motion
Roll Call _____ Yes _____ No _____ Abstained _____ Absent
Resolution adopted, signed, and billed as adopted.

Attest:

(Signature of Clerk)
Connie Jo Beck





October 28, 2023

Jim Pillay, Governor

Notice to file the Year-End Certification of City Street Superintendent, Signing Resolution, and Documentation of the Appointment(s) of City Street Superintendent(s) for Calendar Year 2023 with the Nebraska Department of Transportation (NDOT) by December 31, 2023.

Please make this an agenda item for your next City Council / Village Board meeting and return to the NDOT by December 31, 2023.

The attached **YEAR-END CERTIFICATION OF CITY STREET SUPERINTENDENT** and **SIGNING RESOLUTION**, together with a copy of the **DOCUMENTATION OF THE CITY STREET SUPERINTENDENT(S) APPOINTMENT(S)** for **CALENDAR YEAR 2023**, is the basis for determining the calendar year 2023 Incentive Payment. **Please complete and return the following to the NDOT by December 31, 2023:**

- **Signing Resolution** (Page 1): The original Signing Resolution, authorizing the signing of the Year-End Certification(s) by the Mayor or the Village Board Chairperson.
- **Year-End Certification of City Street Superintendent** (Page 2): If more than one individual provided street superintending services during Calendar Year 2023, or if the municipality did not have an appointed street superintendent, document each successive appointed city street superintendent and/or period without an appointed city street superintendent using a separate Year-End Certification form. **Copy the form as needed.**
- **Documentation of the City Street Superintendent(s) Appointment(s)** (Page 3): Attach to page 3 a copy of the City Council or Village Board meeting minutes showing the appointment(s) of the City Street Superintendent(s) for Calendar Year 2023 by their name as it appears on their License (*if applicable*), their License Number (*if applicable*), and Class of License (*if applicable*), and the type of appointment, i.e., employed, contract (consultant or interlocal agreement with another county and/or incorporated municipality), and the **beginning date of the appointment**. **For most municipalities this information may be found in the November or December 2022 or the January 2023 meetings minutes.**

Failure to complete and return: If a municipality had an appointed and Licensed City Street Superintendent for all or part of Calendar Year 2023 and the municipality does not complete and return the above documentation to the NDOT **by December 31, 2023, the municipality will not receive an Incentive Payment for Calendar Year 2023.**

Payment: If your municipality qualifies, payment will be scheduled for February 2024. Reference Neb. Rev. Stat. §39-2515.

Please let me know if you have any questions.

Sincerely,

Handwritten signature of LeMoyne D. Schulz.

LeMoyne D. Schulz
Highway Local Liaison Coordinator
Boards-Liaison Services Section
Local Assistance Division
Nebraska Department of Transportation

Email: lemoyne.schulz@nebraska.gov

Phone: (402) 479-4436

LDS/2023

Attachments (3)

Vicki Kramer, Director

Department of Transportation

MAILING ADDRESS

PO Box 94759
Lincoln, NE 68509-4759

PHYSICAL ADDRESS

1500 Nebraska Parkway
Lincoln, NE 68502

dot.nebraska.gov

Do not recreate or revise this document. Revisions and recreations will not be accepted. Copying this form is acceptable; see (3) below. **Failure to complete and return the necessary documents per instructions will result in your municipality not receiving an Incentive Payment for Calendar Year 2023.** Documents include the original Signing Resolution, Year-End Certification(s), and a copy of documentation of the appointment(s) of the City Street Superintendent(s). These must be received at the NDOT by December 31, 2023.

Year-End Certification of City Street Superintendent For Determining Incentive Payment in Calendar Year 2023

Separate forms may be needed to account for the entire year, see (3) below

This Form Covers the Following Period: January ^(Month) 1, 2023 to December 31 ^(Day), 2023

***(1)(a)** The municipality of St. Paul ^(Print name of City or Village) certifies that: Jeff R. Palik Lic. 1269A ^(Print name of Superintendent as it appears on license card if applicable) was the appointed City Street Superintendent during the above period. **IF A NAME IS NOT ENTERED ABOVE (NO APPOINTED CITY STREET SUPERINTENDENT FOR THIS PERIOD), SKIP TO (2) BELOW.**

(b) the superintending services of the above listed individual were provided by: *(Check one box)*

- Employment with this Municipality Contract (consultant) with this Municipality Contract (interlocal agreement) between this Municipality and the following listed Municipality(ies) and/or County(ies) _____

(c) and the above listed individual **assisted** in the following: *Reference Neb. Rev. Stat. §39-2512*

1. Developing and annually updating a long-range plan based on needs and coordinated with adjacent local governmental units,
2. Developing an annual program for design, construction, and maintenance,
3. Developing an annual budget based on programmed projects and activities,
4. Submitting such plans, programs, and budgets to the local governing body for approval; and
5. Implementing the capital improvements and maintenance activities provided in the approved plans, programs, and budgets,

(d) the above listed individual also served as *(Check all boxes that apply)* city engineer village engineer public works director city manager city administrator street commissioner

(e) If the above listed individual is a Licensed City Street Superintendent, enter their Superintendent's License Number S- _____ and Class of License _____, and/or ^(A or B)

(f) If the above listed individual is a Licensed Engineer in Nebraska, enter their Engineer's License Number E- _____

(2) _____ Joel M. Bergman, Mayor

Signature of Mayor Village Board Chairperson
(Check one box)

***(3)** If during the calendar year your municipality **(a) did not have** an appointed City Street Superintendent for any portion(s) of the year; or **(b) had one or more appointed** City Street Superintendent(s) **that were not licensed** for any portion(s) of the year; or **(c) had one or more appointed licensed** City Street Superintendent(s) for any portion(s) of the year, please complete a separate Year-End Certification form for each period. **Copy this form as needed to account for these separate periods.**

(4) The payment amount will be computed based on **(a)** your most recent Federal Census as certified by the Tax Commissioner; **(b)** the number of full calendar months served by the appointed City Street Superintendent who is licensed or exempted from licensure under the Superintendents Act; **(c)** class of license, A or B if applicable; and **(d)** if the appointed City Street Superintendent **assisted** with the required duties in **(1)(c)** above. *Reference Neb. Rev. Stat. §§39-2302 and 39-2511 through 39-2515.*

(5) Failure to return by December 31, 2023, the Year-End Certification(s), Signing Resolution, and a copy of documentation of the appointment(s) of the superintendent(s) per the instructions will result in your municipality not receiving an Incentive Payment.



Return the completed original resolution and certification(s), and a copy of the documentation of appointment(s) by December 31, 2023 to:

Highway Local Liaison Coordinator
Boards-Liaison Services Section
Local Assistance Division
Nebraska Department of Transportation
PO Box 94759
Lincoln NE 68509-4759

Attach Documentation of the City Street Superintendent(s) Appointment(s) for 2023 here:

For most municipalities this information may be found in the November or December 2022 or the January 2023 meetings minutes. Some may involve mayoral appointments, or interlocal agreement (relinquishment of funds). Call 402-479-4436 if you have any questions about what to submit for documentation.

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

Monday, November 20, 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, November 20, 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.

A "Life Saving" award was presented by Chief of Police Dan Howard to part-time City Police Officer Malik Bearheels regarding a vehicle accident on October 2, 2023. This is in recognition of Mr. Bearheels courageous and life-saving actions at the scene of a motor vehicle accident in Howard County, Nebraska. Officer Beerheels applied a tourniquet to save another human life. Officer Beerheels represents the St. Paul Police Department with dedication and courage.

Mayor Bergman opened the public hearing at 6:35 p.m. regarding the Final Plat of Dugan's (Tyler & Kimberly Dugan) Subdivision located at the southeast corner of 14th Avenue and Inman Road, Howard County, Nebraska (within the City's one-mile extraterritorial jurisdiction). The property is more legally described as: Part of the North Half of the Northwest Quarter (N1/2, NW1/4), West of the Ord Branch of the Union Pacific Railroad, of Section 34, Township

15 North, Range 10 West of the 6th P.M., Howard County, Nebraska. The calculated area is 19.89 acres.

Council member Kowalski moved to approve Olsson's Letter Agreement for Professional Services provided by Mr. Jeff Palik regarding the Consulting Services Agreement 2024. Olsson's Street Superintendent Services will not exceed \$3,000 in cost and the Consulting Services Projects will not exceed \$5,000 in cost. Council member Schmid seconded the motion. Council members Kowalski, Schmid, Feeken & Peters voted aye, nays none. Motion carried 4/0.

Mayor Bergman opened the public comment period at 6:36 p.m. regarding the Final Plat of Dugan's (Tyler & Kimberly Dugan) Subdivision located at the southeast corner of 14th Avenue and Inman Road, Howard County, Nebraska (within the City's one-mile extraterritorial jurisdiction). The property is more legally described as: Part of the North Half of the Northwest Quarter (N1/2, NW1/4), West of the Ord Branch of the Union Pacific Railroad, of Section 34, Township 15 North, Range 10 West of the 6th P.M., Howard County, Nebraska. The calculated area is 19.89 acres. Utility Superintendent Matt Helzer stated that there were no changes to the Dugan preliminary plat.

After hearing no public comment, Mayor Bergman closed the public comment period at 6:37 p.m.

Council member Schmid moved to approve the Final Plat of Dugan's Subdivision. Council member Feeken seconded the motion. Council members Kowalski, Schmid, Feeken & Peters voted aye, nays none. Motion carried 4/0.

Council member Peters moved to approve the Certificate of Approval of Dugan's Subdivision located in a part of the North Half of the Northwest Quarter (N1/2, NW1/4), West of the Ord Branch of the Union Pacific Railroad, of Section 34, Township 15 North, Range 10 West of the 6th P.M. in Howard County, Nebraska. Council member Schmid seconded the motion. Council members Kowalski, Schmid, Feeken & Peters voted aye, nays none. Motion carried 4/0.

A lengthy discussion ensued between the Council members regarding zoning permit application #2023-45 pertaining to the north "City Welcome" sign. The sign is to be located on US Highway 281 between US Highway 92 and "O" Street. On Monday, November 13, 2023, the City Planning Commission denied the permit, due to it not meeting the required ten (10) ft. setbacks on the east and west sides. Council member Schmid moved to approve granting the placement of the "Welcome Sign" in the area. Council member Feeken seconded the motion. Council member Schmid voted aye, Council member Kowalski, Feeken and Peters voted nay. Motion was denied 1/3. Zoning Permit Application #2023-45 will go before the Variance Committee.

Council member Kowalski moved to approve the Consent Agenda Items: (1) Treasurer's Report October 2023; (2) November 6, 2023 (regular) Council minutes and November 7, 2023 (special) Council minutes; (3) November 20, 2023 disbursements, with the stipulation not to pay the Central Transport invoice in the amount of \$213.01; and (4) November 13, 2023, zoning permits, with the stipulation that zoning permit application #2023-45 was denied by Council. The permit will go through the variance process. Council member Peters seconded the motion. Council members Kowalski, Schmid, Feeken & Peters voted aye, nays none. Motion carried 4/0.

Disbursements November 20, 2023

Amazon Capital Services (books)	619.64
Aurora Cooperative (fuel)	1645.05
Axon Enterprise Inc (supplies)	768.56
Black Hills Energy (natural gas)	986.91
BOK Financial (bonds)	188505.00
Bokowski, Blake (computers)	400.00
Brehm's Drug (supplies)	61.12
Bryan Jensen Clothing (uniforms)	3200.00
Central NE Bobcat (rental)	57.00
Central Transport (freight)	213.01
Charter/Spectrum (service)	127.95
City Lights (utilities)	7326.60
Consolidated Mgmt (meals)	131.00
Consumer Deposit: Rental Deposit Ortiz: (rental deposit)	250.00
Core & Main (supplies)	23.43
Custer County Recycling (service)	17.00
Dick's Repair (service)	110.57
Dutton Lainson (supplies)	1698.19
Eakes Office (supplies)	60.00
Filter Care (service)	11.45
First Concord Benefits (service)	120.00
GB Auto (service)	356.39
Hawkins (chemicals)	3401.95
Heartland Disposal (service)	6652.40
Homestead Bank (fees)	22.40
Howard Greeley RPPD (utilities)	128444.02
Jim's Champlin (fuel)	1943.80
John Deere Financial (postage, supplies)	33.04
Justice Data Solutions (service)	1900.00
LCL Truck Equipment (supplies)	143.85
Loup Central Landfill (disposal)	42.86
Mid-Nebraska Disposal (service)	4470.16
NE Dept of Revenue: Sales & Use Tax Submittal (tax)	13067.59
NE Law Enforcement Training Cntr (fee)	75.00
NE Machinery (supplies)	484.99
Olsson (service)	10906.66
One Call Concepts (service)	29.82
OverDrive Inc (books)	355.94
Phonograph Herald (publish)	509.20
Robinson, Grady (car wash)	13.00
Quick Med Claims (service)	724.08
Servi-Tech (lab)	60.00

Smith Welding (service)	588.69
St Paul Veterinary Clinic (service)	100.00
Triple T Disposal (service)	208.30
US Post Office (postage)	525.00
Wesco Distribution (supplies)	1144.90

Non-General Disbursements

NPAIT: Fire Station Construction to Fire Station Construction Checking Account to Pay Disbursements (transfer)	50000.00
Sales Tax: St. Paul Development Corp: Reimb Engineer Fees at Middle Loup Subdivision (engineer fees)	2257.71

Council member Feeken introduced Ordinance #1042; re-zoning of real property in the City of Saint Paul, Howard County, Nebraska on a Tract of Land comprising of Lot One (1), Paul's North Subdivision in Howard County, Nebraska, to change the Zoning Map and Comprehensive Plan of the City of Saint Paul, Nebraska in conformity with said change; and to provide for an effective date of December 15, 2023. Council member Kowalski moved to waive the three (3) readings of Ordinance #1042 on three (3) different occasions. Council member Schmid 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 1042. Council member Feeken seconded the motion. Council members Kowalski, Schmid, Feeken & Peters voted aye, nays none. Motion carried 4/0.

Council member Kowalski moved to approve transferring \$100,000 from the Sales Tax Money Market account and depositing it into the Sales Tax Checking account. This relates to the transferring of the monthly funds regarding the Street Motor Vehicle Tax; 25% Infrastructure; and the Fire Station sales tax. Council member Feeken seconded the motion. Council members Kowalski, Schmid, Feeken & Peters voted aye, nays none. Motion carried 4/0.

Council member Schmid moved to approve advertising for a new or used Light Department bucket truck, with the previous approved bid specs by the City Council. Bids must be in a sealed envelope, mailed or hand delivered to the City of St. Paul (Attn: Connie Jo Beck) 704 6th Street, St. Paul, NE, along with the words "sealed bid" printed on the front of the envelope. All bids must be in by Thursday, December 14, 2023, by 4:00 p.m. central standard time. Bids will be considered at the Monday, December 18, 2023, Council meeting starting at 6:30 p.m. All bids may be rejected for any reason. For bid spec questions, please contact Electrical Commissioner James Summers at the City Office (308)754-4483. The bid "Notice" will be placed in the Phonograph Herald on Wednesday, November 29, 2023 and Wednesday, December 6, 2023. It will also be published on the City Website: www.stpaulnebraska.com. Council member Peters seconded the motion. Council members Kowalski, Schmid, Feeken & Peters voted aye, nays none. Motion carried 4/0.

Chief of Police Dan Howard was present to discuss the nuisance property at 304 8th Street. Chief of Police Howard stated that the Grace Baptist Church wanted to help clean up the

property at 304 8th Street, but the owner refused the help. Council member Kowalski moved to approve moving forward regarding the City sending a second (2nd) letter to David Eiberger at 304 8th Street, to determine whether the premise constitutes a public nuisance. The hearing is scheduled for Monday, December 4, 2023 at 6:30 p.m., before the City Council in the Council Chamber, 704 6th Street, St. Paul, NE. Council member Feeken seconded the motion. Council members Kowalski, Schmid, Feeken & Peters voted aye, nays none. Motion carried 4/0.

Utilities Superintendent Helzer updates: City Wastewater Treatment Facility (WWTF) sludge has not been settling; the problem is being corrected.

Chief of Police Howard updates: (1) City Attorney Jason White instructed Chief of Police Howard to move forward on the abatement of property at 1220 Farnum Street. Kramer's Wrecker Service and Stanteiski Waste and Junk Removal Company were contacted. Currently, a date and time is being worked out between both companies to be present at the same time of the abatement; (2) there are six (6) persons that are interested to be on the "nuisance committee"; those persons are: Jerry Thompson, Dustin Anderson, Gerald Solko, Rex Galusha, Jackie Hardenbrook and Gene Rice. The nuisance committee will have its first meeting on Monday, December 4, 2023 at 5:30 p.m., then updates will be given to the Mayor and Council on Monday, December 4, 2023 at 6:30 p.m.; and (3) former City Police Officer Jade Stethem still possesses St. Paul Police Department items; City Attorney White will be taking legal action on the matter.

On Monday, December 4, 2023, there will be discussion on the "Animal" Municipal Code per Council member Feeken.

Mayor Bergman updates: (1) Certificate of Deposits #109366 (\$64,424.11) and #109367 (\$64,412.50) were cashed and deposited into the General Insured Cash Sweep (ICS) accounts to receive a higher interest rate; (2) City Firefighter and EMT Roster (Dan Howard and Malik Beerheals went from EMT's To Drivers); (3) State and Local Fiscal Recovery Funds: Recipients MUST obligate SLFRF funds by December 31, 2024, and expend obligated funds by December 31, 2026; there was a brief discussion regarding expending the American Rescue Plan (ARP) funds; and (4) Dana F. Cole & Co. auditors were present at the City Office last Wednesday (November 15, 2023) and Thursday (November 16, 2023) to perform a City audit.

Mayor Bergman adjourned the City Council meeting at 7:05 p.m.

Date

Joel M. Bergman, Mayor

Connie Jo Beck, City Clerk/Deputy Treasurer

St. Paul Planning Commission
November 27, 2023
Meeting Minutes

A meeting of the St. Paul Planning Commission was convened in open and public session on the 27th day of November, 2023 in the Council Chambers at the City office, 704 6th Street, St. Paul, Nebraska.

Chairman Tyler Solko called the meeting to order at 12:02 p.m. with a statement regarding the Open Meetings Act; which is posted on the west wall of the City Council chambers. The notice of the meeting was posted in four (4) public places. The agenda was sent to the Commission members prior to the meeting, and was posted in four (4) public places. Commission members present: Tyler Solko, Arvilla Jacobs, and Dan Scheer. Commission members absent: Connie Becker and Tony Walch. Also present Zoning Administrator Matt Helzer, Laura Berthelsen (minutes).

Commission member Scheer moved to approve the November 13, 2023 meeting minutes. Commission member Jacobs seconded the motion. Commission members Jacobs, Scheer, and Solko voted aye, nays none. Motion carried 3/0.

Zoning Administrator Helzer presented the following zoning permit:

(a) 2023-46 Melvin & Linda Fuller – storage container at 607 Grand Street

Commission member Scheer moved to approve Zoning Permit application 2023-46. Commission member Jacobs seconded the motion. Commission members Solko, Scheer, and Jacobs voted aye, nays none. Motion carried 3/0.

The meeting was adjourned at 12:10 p.m.

Sincerely,

Matthew T. Helzer
Zoning Administrator

Tyler Solko
Chairman

Laura Berthelsen
Planning Secretary

Zoning Classification B1 Value \$ 2,000 PERMIT NUMBER 2023-46
 FEE \$100.00 CASH _____ CHECK# 1533
pd 11/20/23

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 Melvin + Linda Fuller Contractor N/A

Address 723 Sheridan St. S Address _____

City, State, Zip St. Paul, Ne. 68873 Phone Number 308-390-5860 MEL

Phone Number _____ Cell Phone 308-754-5488 Linda

Complete Legal Description of the Property Lots A, B, C, & D Block 21 OT ST. PAUL

Address of Construction Site 607 Grand St, St. Paul, Ne.
 (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 Container-Storage Dimension of Structure 8' x 40'

Plans Submitted to Fire Marshall Office NA

Distance from Front property line 0 Distance from ^{South}Rear Property Line 34'

Distance from Side ^{East}Property Line 52' Distance from ^{West}Second Side Property Line 24'

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 December 2023 Finish ?

Contact Utility Superintendent at (308) 754-4483 regarding Set-Back Inspection. Matt Helzer Date of visit 11-28-23
 (Matt Helzer's signature)

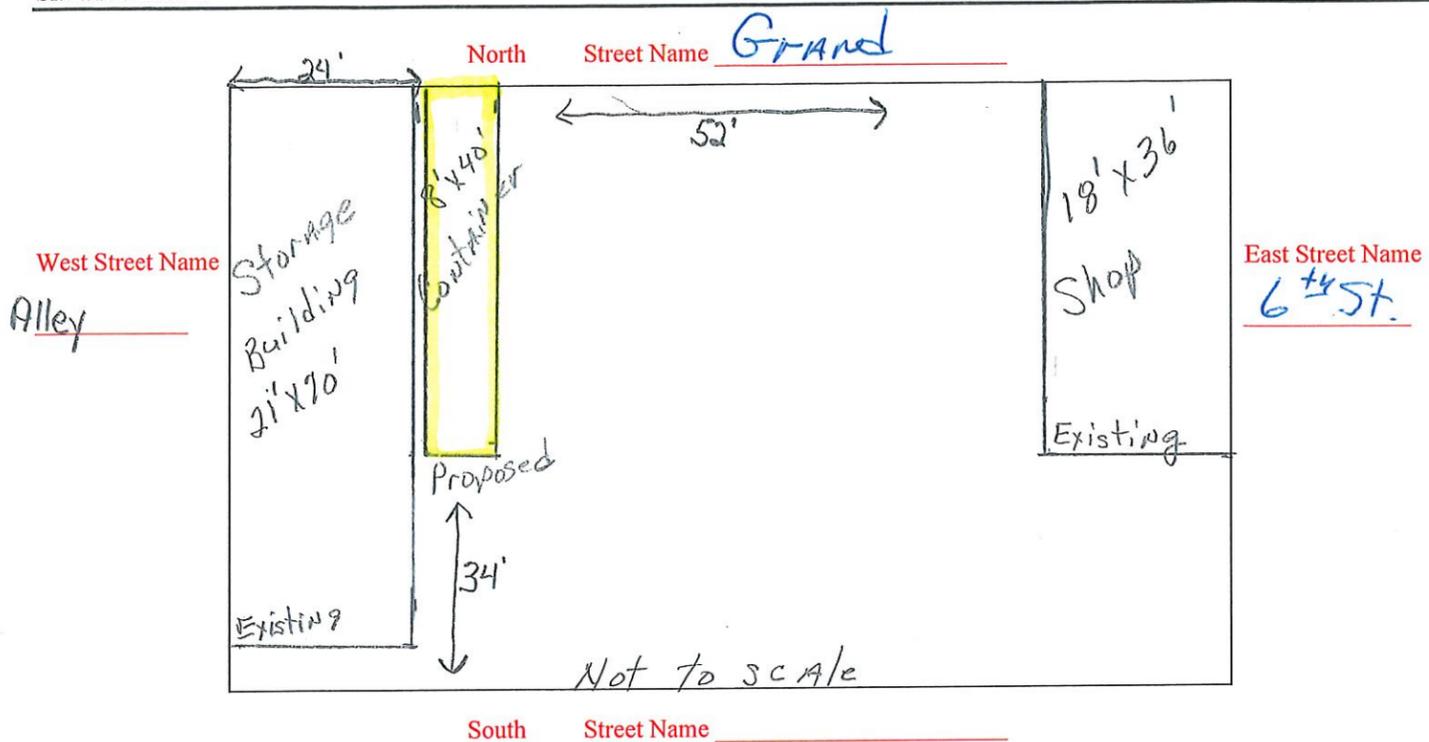
Recommendations needed before approval: _____

(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? _____

Site Plan Sketch:



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.

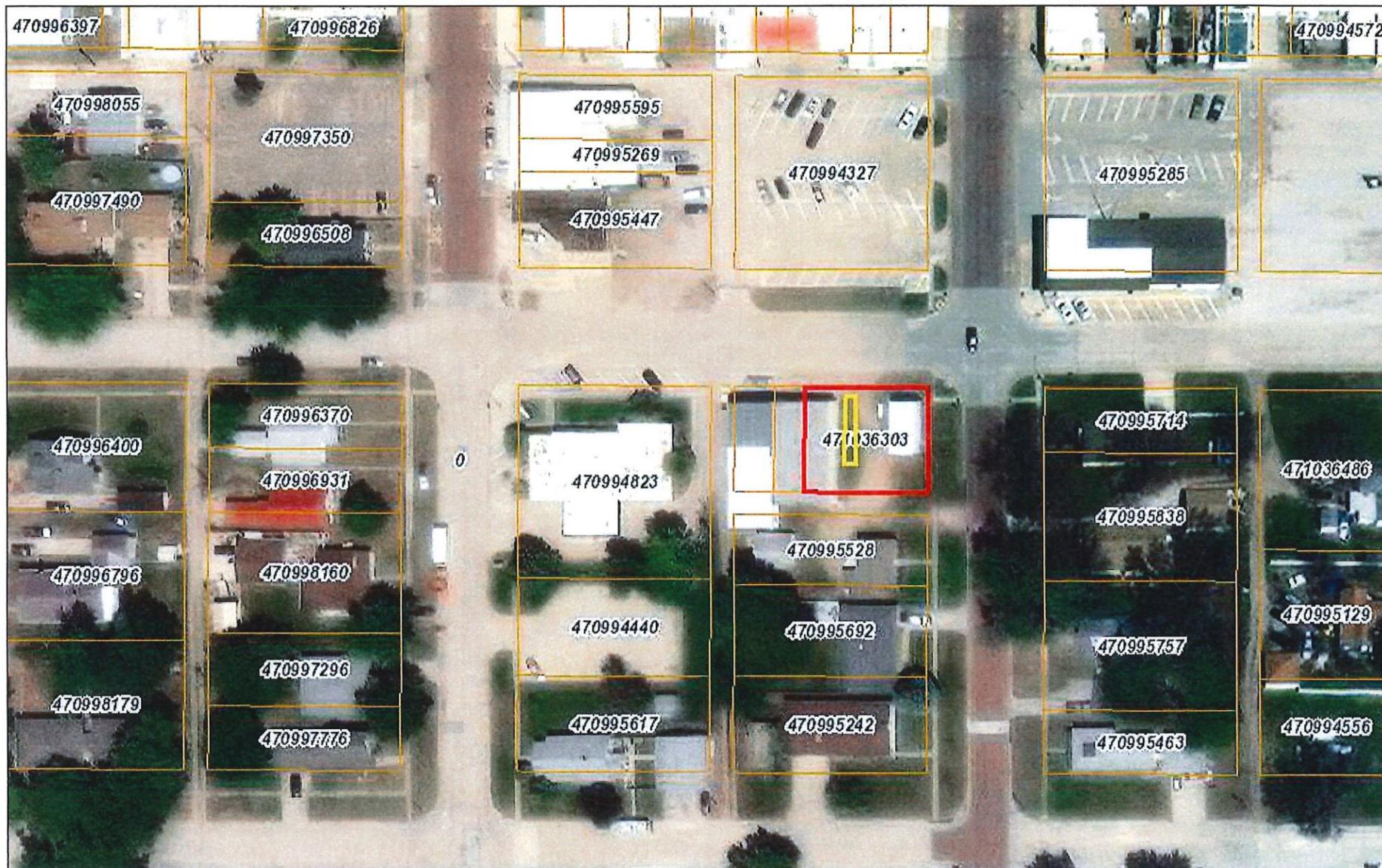
The signature also indicates permission granted to the Zoning Administrator to inspect the construction site in which this permit is granted at any time until construction is completed and a Certificate of Occupancy is issued.

Signature of Applicant Melvin E Zerler Date 11/20/2023

For Office Use Only:

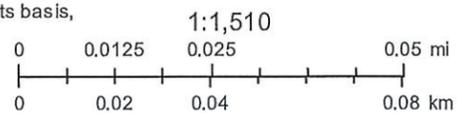
Permit is Approved _____ Denied _____ Date _____
 Zoning Administrator Signature

Reasons for Denial: _____



November 20, 2023 **DISCLAIMER:** This map is not intended for conveyances, nor is it a legal survey. The information is presented on a best-efforts basis, and should not be relied upon for making financial, survey, legal or other commitments.

Parcels



2023-46

OFFICIAL SURVEY RECORD

Lot 3 and the North 4 Feet of Lot 4, and Lots A, B, C, and D, Block 21,
Original Town of St. Paul, Howard County, Nebraska

N-LINE

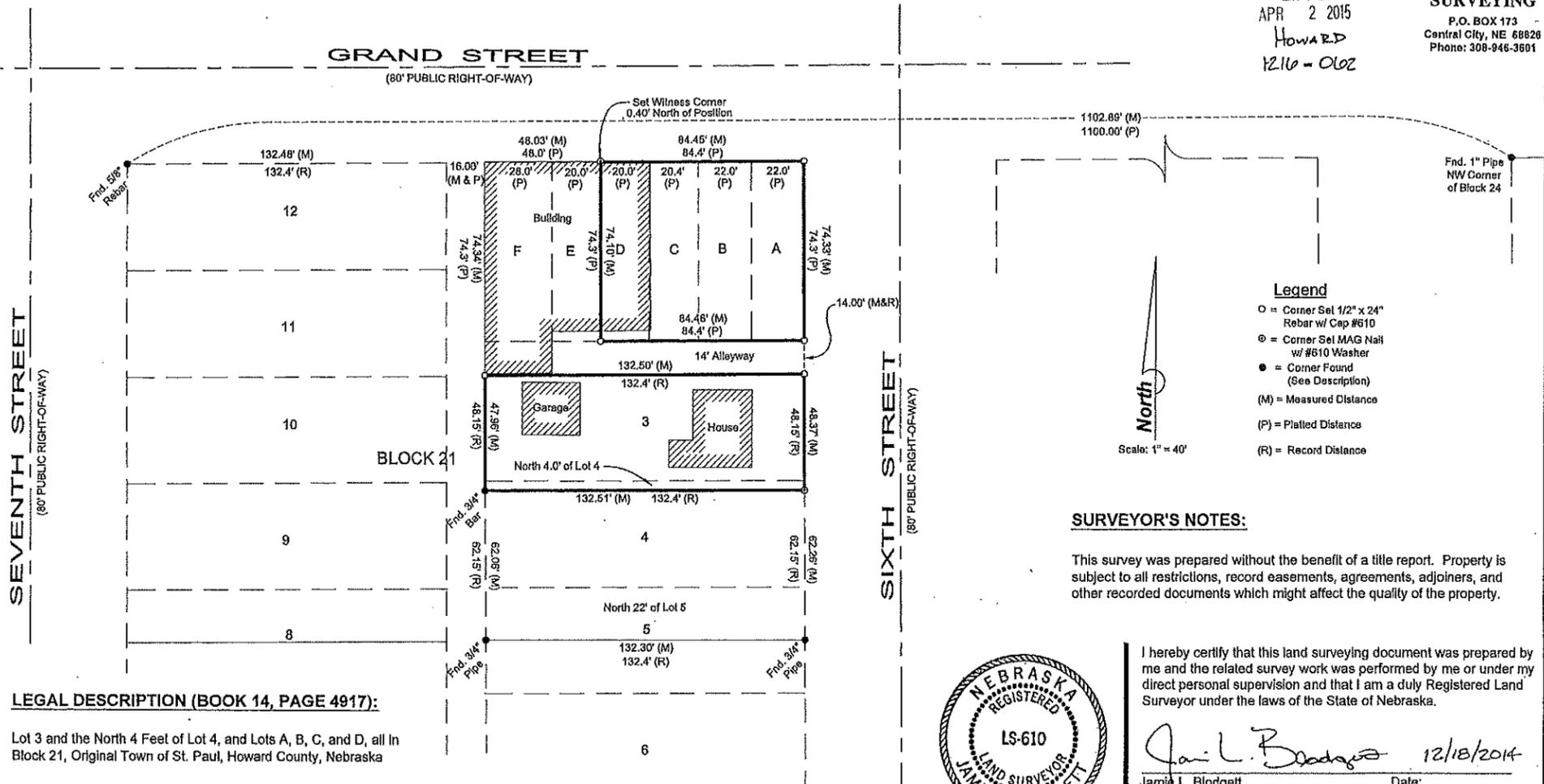


LAND SURVEYING

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

Survey Record Repository
RECEIVED

\$ 2.50
APR 2 2015
HOWARD
12:16 - 0202

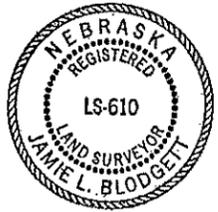


- Legend**
- = Corner Set 1/2" x 24" Rebar w/ Cap #610
 - ⊙ = Corner Set MAG Nail w/ #610 Washer
 - = Corner Found (See Description)
 - (M) = Measured Distance
 - (P) = Platted Distance
 - (R) = Record Distance

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.

I hereby certify that this land surveying document 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 12/18/2014
Date:
Jamie L. Blodgett
License Number 610
Pages covered by this seal 1

LEGAL DESCRIPTION (BOOK 14, PAGE 4917):

Lot 3 and the North 4 Feet of Lot 4, and Lots A, B, C, and D, all in Block 21, Original Town of St. Paul, Howard County, Nebraska

2023-46

ORDINANCE NO. 854

AN ORDINANCE RELATING TO THE ZONING OF REAL PROPERTY IN THE CITY OF SAINT PAUL, HOWARD COUNTY, NEBRASKA, RESTRICTING THE USE OF PORTABLE STORAGE CONTAINERS, AND TO PROVIDE FOR AN EFFECTIVE DATE

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SAINT PAUL, HOWARD COUNTY, NEBRASKA:

That the Zoning Ordinances of Saint Paul be amended as follows:

Article III Section 301, Definitions, add the following:

PORTABLE STORAGE CONTAINER is a large container designed, used, rented or leased for the storage of commercial, industrial, or household goods, that does not contain a foundation or wheels for movement. Examples of this use include piggyback containers that can be transported by mounting on a chassis, and "POD"-type boxes that can be transported on a flatbed or other truck; but do not include prefabricated sheds that are not designed for transport after erection, or commercial trailers used by construction or other uses in the regular performance of their business. Portable storage containers, except those included in temporary construction permits, are subject to the provisions of Article VI, Section 601, Special Exceptions.

To Article VI, Section 601(9), SPECIAL EXCEPTIONS add the following section:

G. Portable Storage Container:

Portable Storage Containers may be permitted in all zones except residential (R-1 & R-2) subject to the following conditions:

Requirements: Any portable storage container considered pursuant to this section shall meet all of the following requirements:

1. No container shall be more than 8 feet in height, nor more than 40 feet in length.
2. Containers shall not be stacked vertically.
3. Containers shall be located so as to minimize visibility from both public streets and residential land uses, and shall not be located in any required setback area.
4. Container shall be located totally on the owner's lot, and no part shall be located on any public property.

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

PASSED AND APPROVED THIS 20 th DAY OF February, 2008.

Mayor: *Dan Neuber*

ATTEST: *Janet A. Greenwald*
City Clerk

cc: hb

December 4, 2023 Disbursements

Gross Payroll - November 2023	91857.11
Amazon Capital (books)	230.03
Blue Cross Blue Shield of NE (insurance)	18068.14
BOK Financial (bonds)	148037.50
Bomgaars (supplies)	1778.54
Bryan Jensen Clothing (uniforms)	795.79
Cengage Learning (books)	240.61
Charter Spectrum (service)	239.96
City Health Deductible Savings (insurance)	5445.00
City 125 Plan (insurance)	100.00
Consolidated Mgmt (meals)	54.25
Core & Main (supplies)	1753.86
Custer County Recycling (service)	36.30
Dana F Cole & Company (audit, accting)	13520.00
Dvoracek Title (fee)	35.00
Elan Financial Svcs (training, supplies, meals, fuel)	4132.36
Elmwood Cemetery (service)	200.00
Filter Care (service)	81.00
GB Auto Service (supplies)	290.00
Glock Professional Inc (education)	250.00
Homestead Bank: Fire Station Construction Bond Wire Fee (wire fee)	8.00
Hometown Market (supplies)	60.00
Howard Co Reg of Deeds (fees)	42.00
Ho Co. Treasurer (dispatch fee)	3158.54
Inland Truck Parts (repair)	1041.31
John Deere Financial (supplies)	81.74
Loup Valley Supply (supplies)	29.99
Madison Nat'l Life (insurance)	198.36
Menards (supplies)	309.92
NE Dept of Envir & Energy (fees)	920.00
NE Machinery Co (supplies)	70.43
Petty Cash (supplies, meals)	70.33
SE Smith & Sons (supplies)	60.82
Sample, Mathew (mileage)	738.19
Smith Welding (service)	4.27
State of NE Central Svcs (telephone)	38.34
T & R Electric (repair)	5306.79
TASC (fees)	1230.24
Non-General	
NPAIT: Transfer from NPAIT Ambulance to Checking to Pay for Fire Station Construction Bond Payment (Ambulance Transfer)	123113.00
Time CD: General: Two (2) Time CD's Cashed at Citizens Bank & Trust and placed in the General ICS Account (transfer)	129875.78
Sales Tax: Wroblewski Trust Acct - Elstermeier Land Pmt: Civ Cntr	16726.16

Keno: Dana F. Cole & Co: Keno Audit 22-23 (audit fee)	1600.00
Sales Tax: Dana F. Cole & Co: Sales Tax Audit 22-23 (audit fee)	2000.00
Sales Tax: Transfer from Money Market to Checking Account (transfer)	100000.00
Sales Tax: Street: Mtr Veh Tax: Sept. 2023 Proceeds (Mtr Veh Tax)	8630.72
Sales Tax: Fire Station: Sept. 2023 Proceeds (Fire Station)	17406.09
Sales Tax: 25% Infrastructure: Sept. 2023 Proceeds (25% Infrast)	8703.05
Fire Station Construction Account: JEO Consultinn Group: Design of Fire Station (engineering)	30993.75

CITY OF ST PAUL

***Check Detail Register©**

Batch: Disb Dec4

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
11100 CHECKING					
70480	12/04/23	AMAZON CAPITAL SERVICES			
E 44-20-242		BOOKS	\$175.14	14WT-7HP1-	Lib - books
E 44-20-242		BOOKS	\$12.93	1N96-4NRH-	Lib - books
E 44-20-242		BOOKS	\$20.98	1TNN-GQYH	Lib - books
E 44-20-242		BOOKS	\$20.98	1WLD-36RP-	Lib - books
		Total	\$230.03		
70481	12/04/23	BLUE CROSS BLUE SHIELD OF NE			
E 02-10-130		INSURANCE	\$3,467.35	3577824	Wtr - health insurance
E 10-10-130		INSURANCE	\$3,331.91	3577824	Gen - health insurance
E 01-10-130		INSURANCE	\$1,300.27	3577824	Lgts - health insurance
E 42-10-130		INSURANCE	\$1,571.14	3577824	Park - health insurance
E 32-10-130		INSURANCE	\$3,142.28	3577824	Pol - health insurance
E 21-10-130		INSURANCE	\$3,142.28	3577824	Strs - health insurance
E 03-10-130		INSURANCE	\$2,112.91	3577824	Swr - health insurance
		Total	\$18,068.14		
70482	12/04/23	BOMGAARS SUPPLY INC			
E 02-20-520		BLDG/ R & M	\$139.09	43964781	Wtr - new heater for chlorine room
E 01-20-272		TOOLS	\$297.67	43965007	Lgts - spotlights, nozzle gel for welder, trays, welding jacket, ratcheting wrench set
E 21-20-270		UTILITY R & M	\$3.99	43965459	Strs - antifreeze
E 21-20-271		VEHICLE R & M	\$7.98	43965459	Strs - #7 antifreeze
E 03-20-270		UTILITY R & M	\$107.97	43965529	Swr - antifreeze, step ladder
E 01-20-270		UTILITY R & M	\$36.36	43965695	Lgts - safety glasses, stretch cords
E 01-20-271		VEHICLE R & M	\$27.80	43965788	Lgts - #49 truck bed coating
E 21-20-272		TOOLS	\$7.99	43966671	Strs - filter wrench
E 21-20-272		TOOLS	(\$1.00)	43966677	Strs - filter wrench
E 21-20-272		TOOLS	\$5.34	43966880	Strs - cutting wheel
E 04-20-271		VEHICLE R & M	\$45.88	43967252	Lndfl - #2 trailer ball, mount
E 02-20-271		VEHICLE R & M	\$63.65	43967254	Wtr - #1 multi-ball mount
E 21-20-271		VEHICLE R & M	\$45.97	43967389	Strs - #10 spray paint, latex paint
E 03-20-270		UTILITY R & M	\$19.99	43967731	Swr - gloves
E 02-20-270		UTILITY R & M	\$11.76	43967755	Wtr - batteries
E 01-20-272		TOOLS	\$79.62	43967803	Lgts - tiedown, marker, socket set, crimp tool, wire connectors, rubber mallet, socket clips
E 01-20-272		TOOLS	\$128.39	43967894	Lgts - impact kit
E 21-20-270		UTILITY R & M	\$2.49	43969070	Strs - masking tape
E 21-20-272		TOOLS	\$40.98	43969070	Strs - gloves
E 42-20-520		BLDG/ R & M	\$14.99	43969188	Park - roof cement for press box roof
E 03-20-270		UTILITY R & M	\$21.77	43969335	Swr - electrical tape, flex tube, cable ties
E 03-20-271		VEHICLE R & M	\$17.98	43969335	Swr - #8 wiper blades
E 01-20-272		TOOLS	\$25.12	43969349	Lgts - rope cleat, wire stripper cutter, crimp tool
E 01-20-270		UTILITY R & M	\$17.09	43969606	Lgts - terminal rings, cable tie
E 21-20-270		UTILITY R & M	\$19.99	43969652	Strs - fence wire for snow fence
E 01-20-272		TOOLS	\$25.43	43971017	Lgts - lynch pin, ratcheting screwdriver, marker
E 01-20-270		UTILITY R & M	\$27.31	43971017	Lgts - fasteners
E 01-20-270		UTILITY R & M	(\$1.71)	43971046	Lgts - credit for returned fasteners
E 03-20-270		UTILITY R & M	\$12.99	43971074	Swr - cleaning wipes

CITY OF ST PAUL

11/29/23 11:54 AM

Page 2

***Check Detail Register©**

Batch: Disb Dec4

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 03-20-270		UTILITY R & M	\$44.96	43971188	Swr - spray nozzle, brush, car wash cleaner, Command hooks
E 01-20-270		UTILITY R & M	\$10.46	43971289	Lgts - wall plate, scrub brush
E 01-20-272		TOOLS	\$99.02	43971593	Lgts - magnet block, socket set, drill bit set, propane cylinder, torch kit, utility blades
E 02-20-270		UTILITY R & M	\$8.55	43971667	Wtr - bulb for water tower aviation lights
E 03-20-270		UTILITY R & M	\$2.38	43971737	Swr - coil chain
E 01-20-270		UTILITY R & M	\$82.08	43972986	Lgts - batteries, WD-40, electrical tape
E 03-20-270		UTILITY R & M	\$4.99	43973031	Swr - flex funnel
E 01-20-270		UTILITY R & M	\$45.97	43973543	Lgts - gloves, pumice, trash bags, toilet bowl cleaner, toilet bowl brush for City office
E 02-20-270		UTILITY R & M	\$45.96	43973543	Wtr - gloves, pumice, trash bags, toilet bowl cleaner, toilet bowl brush for City office
E 01-20-272		TOOLS	\$173.31	43973564	Lgts - drill bit sets, screwdriver set
E 03-20-270		UTILITY R & M	\$7.98	43973634	Swr - antifreeze
		Total	\$1,778.54		
70483	12/04/23	BRYAN JENSEN CLOTHING			
E 10-20-268		Uniforms	\$399.92	5335	Gen - uniforms for Matt Helzer
E 01-20-268		Uniforms	\$395.87	5346	Lgts - uniforms for Jarod Greenough
		Total	\$795.79		
70484	12/04/23	CENGAGE LEARNING INC / GALE			
E 44-20-242		BOOKS	\$144.64	82587989	Lib - books
E 44-20-242		BOOKS	\$95.97	82961701	Lib - books
		Total	\$240.61		
70485	12/04/23	CHARTER/SPECTRUM			
E 10-20-220		COMMUNICATION	\$109.98	17621670111	Gen - internet service
E 31-20-220		COMMUNICATION	\$129.98	17621670111	Fire - internet service
		Total	\$239.96		
70486	12/04/23	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		
70487	12/04/23	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		
70488	12/04/23	CONSOLIDATED MANAGEMENT CO			
E 32-20-210		PROF&SCHOOLS	\$54.25	226314	Pol - meals for Matt Sample during LETC classes

***Check Detail Register©**

Batch: Disb Dec4

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
Total			\$54.25		
70489	12/04/23	CORE & MAIN			
E 02-20-270		UTILITY R & M	\$502.21	T978756	Wtr - 6" repair clamps
E 02-20-270		UTILITY R & M	\$395.57	T978802	Wtr - copperhorns, ball curb, corp stop, rib inserts, hose clamps
E 02-20-270		UTILITY R & M	\$663.74	T979025	Wtr - stationary rods, curb box
E 02-20-272		TOOLS	\$192.34	T979025	Wtr - hole saw
Total			\$1,753.86		
70490	12/04/23	CUSTER COUNTY RECYCLING			
E 04-20-325		Recycle Delivery	\$19.40	581	Lndfl - recycling trailer
E 04-20-325		Recycle Delivery	\$16.90	582	Lndfl - recycling trailer
Total			\$36.30		
70491	12/04/23	DANA F COLE & COMPANY, L.L.P.			
E 01-20-345		ACCOUNTING FEE	\$2,173.34		Lgts - accounting and auditing services
E 02-20-345		ACCOUNTING FEE	\$2,173.33		Wtr - accounting and auditing services
E 03-20-345		ACCOUNTING FEE	\$2,173.33		Swr - accounting and auditing services
E 10-20-345		ACCOUNTING FEE	\$2,000.00		Gen - accounting and auditing services
E 21-20-345		ACCOUNTING FEE	\$3,000.00		Strs - accounting and auditing services
E 32-20-345		ACCOUNTING FEE	\$1,000.00		Pol - accounting and auditing services
E 44-20-345		ACCOUNTING FEE	\$1,000.00		Lib - accounting and auditing services
Total			\$13,520.00		
70492	12/04/23	DVORACEK TITLE & BUSINESS SERV			
E 10-20-210		PROF&SCHOOLS	\$35.00	5190	Gen - zoning search for Variance application (north Welcome sign)
Total			\$35.00		
70493	12/04/23	ELAN FINANCIAL SERVICES			
E 36-20-320		MERCH & SUPPLY	\$73.00	0042	EMS - pulse oximeter blood oxygen level monitor
E 32-20-210		PROF&SCHOOLS	\$14.26	0133	Pol - meal during SWAT conference
E 21-20-270		UTILITY R & M	\$877.74	0359	Strs - control board for salt spreader
E 32-30-310		OFFICE SUPPLIES	\$31.94	0740	Pol - cleaning supplies for Police office
E 32-20-210		PROF&SCHOOLS	\$0.93	0816	Pol - bottled water (NO RECEIPT)
E 32-20-210		PROF&SCHOOLS	\$30.70	0841	Pol - meal during SWAT conference
E 32-20-210		PROF&SCHOOLS	\$4.98	0996A	Pol - bottled water during SWAT conference
E 32-20-231		CITY GAS & OIL	\$35.94	0998	Pol - unleaded fuel during SWAT conference in Iowa
E 21-20-210		PROF&SCHOOLS	\$49.96	1042	Strs - meal during trip to Omaha for salt spreader parts
E 32-20-210		PROF&SCHOOLS	\$350.00	1071	Pol - registration for training (NO RECEIPT)
E 32-20-210		PROF&SCHOOLS	\$7.18	1079	Pol - energy drinks during SWAT conference
E 32-20-210		PROF&SCHOOLS	\$10.11	1586	Pol - meal during SWAT conference
E 03-50-550		IMPROVEMENTS	\$757.88	1739	Swr - analog oven for WWTP
E 01-20-266		DocuSend Fee	\$7.49	2142	Lgts - fee to email utility bills
E 32-20-210		PROF&SCHOOLS	\$40.62	2403	Pol - recognition plaque for Officer Bearheels
E 03-20-270		UTILITY R & M	\$18.44	3112	Swr - glass cleaning wipes
E 03-20-271		VEHICLE R & M	\$278.18	3112	Swr - strobe light bars for #8 and #8A
E 01-20-272		TOOLS	\$71.59	3365	Lgts - PVC conduit carrier

***Check Detail Register©**

Batch: Disb Dec4

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 10-20-310		OFFICE SUPPLIES	\$136.91	3520	Gen - end of year tax forms
E 01-20-310		OFFICE SUPPLIES	\$21.39	3676	Lgts - laminating sheets
E 03-50-550		IMPROVEMENTS	\$230.23	3676	Swr - drying rack, calibration weights, lab scale
E 10-20-313		POSTAGE	\$26.16	3849	Gen - certified mail for variance mtg
E 21-20-231		CITY GAS & OIL	\$37.21	4970	Strs - fuel during trip to Omaha to get part for salt spreader
E 32-20-271		VEHICLE R & M	\$10.00	5107	Pol - car wash (NO RECEIPT)
E 32-20-210		PROF&SCHOOLS	\$19.35	5740	Pol - meals during EPC transport
E 32-20-210		PROF&SCHOOLS	\$3.50	6309	Pol - bottled water during SWAT conference
E 31-20-210		PROF&SCHOOLS	\$315.00	7915	Fire - registration for Les Lukert conference for Nate Meyer
E 01-20-272		TOOLS	\$71.59	8281	Lgts - PVC conduit carrier
E 03-20-271		VEHICLE R & M	(\$359.98)	9356	Swr - refund for returned strobe light bars
E 01-20-272		TOOLS	\$405.66	9421	Lgts - non-contact phase sequence tester
E 32-20-210		PROF&SCHOOLS	\$554.40	9562	Pol - lodging during SWAT conference in Iowa (NO RECEIPT)
		Total	\$4,132.36		
70494	12/04/23	ELMWOOD CEMETERY			
E 34-20-315		CEMETERY PERPETUAL	\$200.00		Cem - perpetual care - Lumir Jelinek
		Total	\$200.00		
70495	12/04/23	FILTER CARE			
E 21-20-271		VEHICLE R & M	\$81.00	130662	Strs - #10 filter cleaning
		Total	\$81.00		
70496	12/04/23	GB AUTO SERVICE, INC			
E 42-20-270		UTILITY R & M	\$290.00	10011	Park - rear tires for UTV
		Total	\$290.00		
70497	12/04/23	GLOCK PROFESSIONAL INC			
E 32-20-210		PROF&SCHOOLS	\$250.00	TRP/1001907	Pol - Armorer's course for Dan Howard
		Total	\$250.00		
70498	12/04/23	HOMETOWN MARKET			
E 03-20-270		UTILITY R & M	\$60.00	1854	Swr - trifold paper towels
		Total	\$60.00		
70499	12/04/23	HOWARD CO REGISTER OF DEEDS			
E 34-20-216		RECORDING FEE	\$10.00		Cem - recording fee - Jelinek
E 10-20-216		RECORDING FEE	\$10.00		Gen - recording fee for Ordinance 1042 (rezoning)
E 10-20-216		RECORDING FEE	\$22.00		Gen - recording fee for Dugan's Subdivision
		Total	\$42.00		
70500	12/04/23	HOWARD COUNTY TREASURER (CCCC)			
E 32-20-214		DISPATCHER	\$3,158.54		Pol - dispatcher pay
		Total	\$3,158.54		
70501	12/04/23	INLAND TRUCK PARTS COMPANY			
E 21-20-271		VEHICLE R & M	\$1,008.44	IN-1495985	Strs - #10 install block heater, new shoes, adjusted brakes
E 21-20-271		VEHICLE R & M	\$32.87	IN-1504950	Strs - #48 switch reverse

CITY OF ST PAUL

***Check Detail Register©**

Batch: Disb Dec4

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
Total			\$1,041.31		
70502	12/04/23	JOHN DEERE FINANCIAL			
E 21-20-271		VEHICLE R & M	\$81.74	3688849	Strs - #13 air filters
Total			\$81.74		
70503	12/04/23	LOUP VALLEY SUPPLY, INC.			
E 42-20-231		CITY GAS & OIL	\$29.99	67466	Park - 2 cycle oil
Total			\$29.99		
70504	12/04/23	MADISON NATIONAL LIFE			
E 42-10-130		INSURANCE	\$11.02	1593182	Park - life insurance
E 03-10-130		INSURANCE	\$33.06	1593182	Swr - life insurance
E 01-10-130		INSURANCE	\$33.06	1593182	Lgts - life insurance
E 21-10-130		INSURANCE	\$22.04	1593182	Strs - life insurance
E 02-10-130		INSURANCE	\$33.06	1593182	Wtr - life insurance
E 10-10-130		INSURANCE	\$22.04	1593182	Gen - life insurance
E 32-10-130		INSURANCE	\$44.08	1593182	Pol - life insurance
Total			\$198.36		
70505	12/04/23	MENARDS, INC			
E 42-20-520		BLDG/ R & M	\$309.92	74784	Park - heaters for park shop
Total			\$309.92		
70506	12/04/23	NE DEPT OF ENVIR & ENERGY			
E 02-20-211		ADM. & DUES	\$115.00	39357	Wtr - Grade VI water operator renewal license for Jeremy Gorecki
E 02-20-211		ADM. & DUES	\$115.00	39628	Wtr - Grade IV water operator renewal license for Trevor Kowalski
E 02-20-211		ADM. & DUES	\$115.00	39629	Wtr - Grade IV water operator renewal license for Trae Anderson
E 02-20-211		ADM. & DUES	\$115.00	39630	Wtr - Grade IV water operator renewal license for Dillon Paczosa
E 02-20-211		ADM. & DUES	\$115.00	39802	Wtr - Grade I water operator renewal license for Matt Helzer
E 02-20-211		ADM. & DUES	\$115.00	40122	Wtr - Grade III water operator renewal license for James Summers
E 02-20-211		ADM. & DUES	\$115.00	40198	Wtr - Grade II water operator renewal license for Jeremy Gorecki
E 02-20-211		ADM. & DUES	\$115.00	41106	Wtr - Grade VI water operator renewal license for Matt Helzer
Total			\$920.00		
70507	12/04/23	NEBRASKA MACHINERY CO			
E 21-20-271		VEHICLE R & M	\$70.43	CUI1285277	Strs - #7 fan for cab heater
Total			\$70.43		
70508	12/04/23	PETTY CASH, CITY OF ST PAUL			
E 02-20-210		PROF&SCHOOLS	\$13.04		Wtr - meal during NE Rural Water Assn class
E 01-20-252		Personal Protective Equip	\$43.53		Lgts - hardhat
E 01-20-310		OFFICE SUPPLIES	\$6.88		Lgts - coffee for city office
E 02-20-310		OFFICE SUPPLIES	\$6.88		Wtr - coffee for city office

***Check Detail Register©**

Batch: Disb Dec4

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
Total			\$70.33		
70509	12/04/23	S E SMITH AND SONS			
E 21-20-271		VEHICLE R & M	\$21.08	665601	Strs - 2x6's for #48
E 21-20-270		UTILITY R & M	\$39.74	665610	Strs - key cutting, snap bolt, key ring
Total			\$60.82		
70510	12/04/23	SAMPLE, MATHEW			
E 32-20-210		PROF&SCHOOLS	\$738.19		Pol - mileage reimbursement for travel to NE LETC for classes
Total			\$738.19		
70511	12/04/23	SMITH WELDING SHOP, INC			
E 21-20-271		VEHICLE R & M	\$4.27	27612	Strs - 7 gage sheet
Total			\$4.27		
70512	12/04/23	STATE OF NEBRASKA CENTRAL SERV			
E 42-20-220		COMMUNICATION	\$19.17	1400461	Park - telephone service
E 41-20-220		COMMUNICATION	\$19.17	1400461	Pool - telephone service
Total			\$38.34		
70513	12/04/23	T & R ELECTRIC SUPPLY CO			
E 01-20-270		UTILITY R & M	\$5,306.79	175284	Lgts - single phase pad mount
Total			\$5,306.79		
70514	12/04/23	TASC			
E 42-10-130		INSURANCE	\$102.52	IN2935399	Park - 2024 administration and renewal fees
E 01-10-130		INSURANCE	\$307.56	IN2935399	Lgts - 2024 administration and renewal fees
E 21-10-130		INSURANCE	\$102.52	IN2935399	Strs - 2024 administration and renewal fees
E 02-10-130		INSURANCE	\$205.04	IN2935399	Wtr - 2024 administration and renewal fees
E 10-10-130		INSURANCE	\$205.04	IN2935399	Gen - 2024 administration and renewal fees
E 32-10-130		INSURANCE	\$307.56	IN2935399	Pol - 2024 administration and renewal fees
Total			\$1,230.24		
11100			\$60,612.11		

***Check Detail Register©**

Batch: Disb Dec4

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
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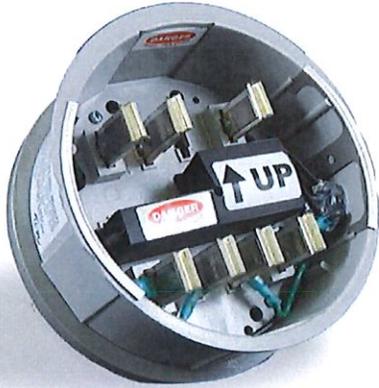
Fund Summary

11100 CHECKING

01 LIGHTS			\$11,944.94		
02 WATER			\$9,960.57		
03 SEWER			\$6,654.06		
04 LANDFILL			\$82.18		
10 GENERAL			\$7,044.96		
21 STREETS			\$9,451.05		
31 FIREMEN			\$444.98		
32 POLICE			\$10,534.81		
34 CEMETERY			\$210.00		
36 AMBULANCE			\$73.00		
41 POOL			\$19.17		
42 PARK			\$2,721.75		
44 LIBRARY			\$1,470.64		
			<u>\$60,612.11</u>		

M-Ti 675 Series

Meter Based Surge Protection Device - Three Phase - Standard



The 675-3PAL Meter Based SPD built above the current industry standards, stops surges right at the electric meter, before they can enter your home or business.

Units are equipped with SUNBRIGHT® diagnostics with 1000 MCD LEDs that are fully visible in the brightest sunlight allowing fast and accurate readings in the field.

Units contain "Smart Sensing Technology" that distinguishes between surges and overcurrent events. The product complies with all current and proposed safety requirements. The 675-3PAL is a Type 1 Surge Protection Device (SPD) that is Listed to ANSI/UL 1449.

The integration of design, performance and safety features in the METER TREATER makes it an ideal choice for Utility Power Quality Programs. A 15 Year Product Warranty and concurrent Extended Warranty for downstream white appliances are included†.

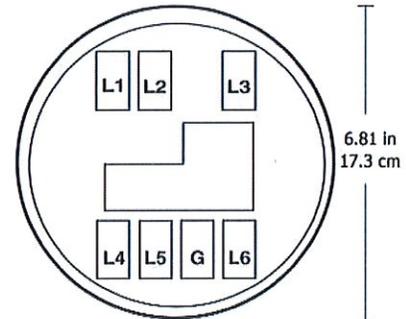
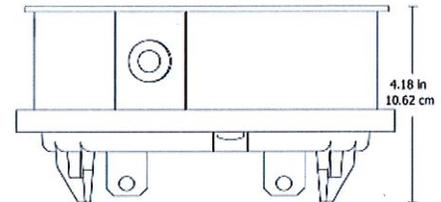
Rated for 200 Amp (250 Max) Continuous Service

Product Specifications	
Applied Voltage	260 Vac MAX
Max Surge Current	150kA (50kA per phase)
Max Load Current	250 Amps (200 Amps Continuous) attained in HQ-5B L&G
MCOV	270 Volts
Short Circuit Current	10k RMS Symmetrical Amps
Housing Rating	3R (UL 414) with UV inhibitors
Product Weight	3.0 lbs.
Product Dimensions	4.18" x 6.81" (2.45" installed depth)
Diagnostics	Red Status LED, SUNBRIGHT
Safety Standards (Type 1 SPD)	UL 1449 & UL 414 (most current)
VPR (Suppressed Voltage)	1000 Volts (8x20µs, 6kV/3kA)
I _n (nominal discharge current)	20 kA
Connection Method	Meter Base 7 Jaw Blades
Surge Technology	MOV
Operating Temperature	-40° to +140°F (-40° to +60°C)10%+-
Operating Frequency	50/60 Hz

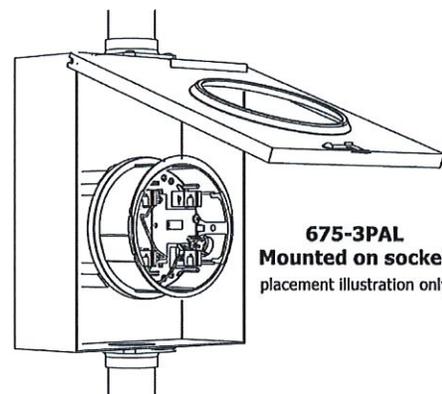
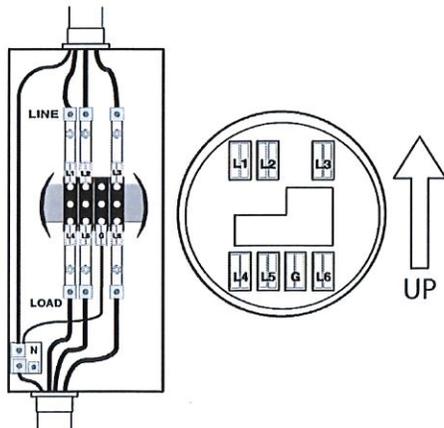
†Concurrent extended warranty is only applicable for customers participating in a utility residential surge protection program and for those utilities requesting the extended warranty.

Available Models/Options	
675-3PAL	7 Jaws (Standard)

Dimensions (Diagrams not drawn to scale)



Typical Installations



All product dimensions provided are ± 0.125

800.638.3788
561.845.2007

sales@metertreater.com



www.metertreater.com



1349 South Killian Drive
Lake Park, FL 33403

Quote

Meter-Treater, Inc.
 1349 S. Killian Drive
 Lake Park, FL 33403
 Tel: (561) 845-2007
 www.metertreater.com

Order Number: 23-1993
Order Date: 8/23/2023

Salesperson: 0000
Customer Number: 00-COSPNE

Sold To:
 City of St. Paul
Confirm To:

Ship To:
 City of St. Paul

Customer P.O.	Ship VIA	F.O.B.	Terms
Quotation_JS 20230823	BEST WAY/ PPADD	Ship Point	Credit Card

Item Code	Unit	Ordered	Shipped	Back Order	Price	Amount
Lead time: 7-15 working days ARO plus transit time						
012-0004-E00-CC	EACH	24	0	0	88.000	2,112.00
400-1SL STD - conformal coatn Whse: 000						
Sales to non-utility companies require authorization from the local utility company prior to sale.						
012-1050-000	EACH	24	0	0	88.000	2,112.00
575-1SL-AC Whse: 000						
Sales to non-utility companies require authorization from the local utility company prior to sale.						
012-0033-000-CC	EACH	24	0	0	179.500	4,308.00
675-3PAL Standard CC Whse: 000						
Sales to non-utility companies require authorization from the local utility company prior to sale.						

- Notes:**
1. All prices are in US Dollars
 2. MTI Standard Terms & Conditions Apply.
 3. Customers account must be current.
 4. Custom product is non-cancellable and non-returnable upon receipt of purchase order.
 5. Quotations are valid for 30 calendar days unless otherwise indicated within the quotation.

Net Order:	8,532.00
Less Discount:	0.00
Freight:	0.00
Sales Tax:	0.00
Order Total:	8,532.00

Meter-Treater, Inc.

Standard Terms and Conditions of Sale

1. PRICES

Meter-Treater, Inc. (hereinafter "MTI") prices are exclusive of taxes, shipping and insurance. Domestic prices apply to MTI products (hereinafter the "Products") purchased by Customer for use only in the United States. Export prices apply to Products purchased by Customer for export. Minimum quantities apply to special orders.

2. QUOTATIONS

Unless otherwise indicated therein, MTI quotations shall be valid for thirty (30) days from the date of issue.

3. PURCHASE ORDERS

A binding contract will be formed only upon MTI's acceptance of Customer's written purchase order specifying the model number, options, and quantity of each Product ordered, and the requested shipping dates, destination and billing address. Purchase orders issued pursuant to an unexpired quotation must also reference the quotation by number. Non-written purchase orders shall be accepted only subject to written confirmation. Customers' submitting of a purchase order shall be deemed acceptance of these terms and conditions as set forth herein, and shall be to the exclusion of any other terms and conditions appearing in such purchase order. MTI's acknowledgment of Customer's purchase order is made expressly conditioned upon Customer's assent to the terms and conditions herein, which assent shall be presumed conclusively from Customer's failure to reasonably object in writing and/or from Customer's accepting of any or all of the Products ordered.

4. SCHEDULING

Customer may request in its purchase order that Products be shipped according to a specific shipping schedule, provided, however, that Customer may not request that Products be shipped later than twelve (12) months after the date of the purchase order. MTI shall use reasonable efforts to make shipments based upon Customer's request and MTI's shipping capability at the time Customer's purchase order is accepted.

5. RESCHEDULING/ CANCELLATION

Customer may request that shipment(s) be rescheduled or canceled only by written request submitted to the appropriate MTI sales office. Acceptance of such request(s) shall be at MTI's sole and exclusive discretion. Any request to reschedule or cancel any shipment, which request is received less than thirty (30) days before the scheduled shipping date, may be rejected as untimely or, at the option of MTI, may be accepted subject to payment of a rescheduling or cancellation charge in the amount of fifteen percent (15%) of the non-discounted sales price of each unit of Product so affected. Terms and charges applicable to Products subject to special quotation, if different than as set forth herein, shall prevail.

6. SHIPPING AND DELIVERY

MTI shall use all reasonable efforts to ship on or before the scheduled shipping date(s), provided, however, that MTI shall not ship before the Customer's requested shipping date(s) if Customer's purchase order so stipulates. MTI shall not, in any event, be liable for any delay or failure to deliver resulting from circumstances beyond its reasonable control or which would cause MTI to incur unreasonable expenses in order to avoid such delay or to effect such delivery. Delivery shall be FOB MTI's shipping dock. In the absence of specific written instruction from Customer, MTI shall select the freight carrier, but MTI shall not thereby assume liability in connection with the shipment. If the Product(s) is shipped freight prepaid, MTI shall invoice Customer for the freight for each such shipment, which freight shall be set forth on the invoice as a single item or as separate items in the case of export shipments only.

7. EXPORT RESTRICTIONS

Customer shall neither export nor re-export, directly or indirectly, any Product(s) purchased hereunder, or the direct Product thereof, to any country to which such export or re-export is restricted by United States law or regulations, without the prior written authorization of the Office of Export Administration, Department of Congress, Washington DC.

8. TITLE, RISK OF LOSS, SECURITY

Title and risk of loss for all Product(s) shall pass to Customer upon tender of said Product(s) by MTI to the freight carrier. MTI reserves a security interest in each Product shipped until the entire dollar amount due therefore has been paid.

9. TAXES

Any and all state and local sales, excise, privilege and similar taxes imposed upon MTI or which MTI has a duty to collect in connection with the sale, delivery or use of any Product shall appear as separate items on the invoice and shall be paid by the Customer. If sales to the Customer are exempt from such taxes, Customer shall furnish to MTI a valid certificate of exemption from the applicable taxing authority.

10. RETURNS

ALL SALES HEREUNDER ARE FINAL. In the event Customer must return any Product(s) to MTI, Customer must request such return in writing setting forth the precise reason for such return. If return request is for a Non-Warranty Return, such request shall be reviewed on a case by case basis by MTI and shall be accepted or rejected at the sole and exclusive discretion of MTI. Should MTI agree to accept a Non Warranty Return, any such return must be marked with a Return Material Authorization (RMA) number and a twenty-five percent (25%) restocking charge will be applied to all Non-Warranty Returns provided they are received within 45 days of the original invoice date. All freight charges itemized on the original invoice remain the responsibility of the Customer. All goods must be in the original packaging material and undamaged, otherwise an additional (up to 50%) reconditioning charge may apply or the goods may be returned to the shipper freight collect. Any Non-Warranty Return requests for goods purchased more than 45 days from the original invoice date will have a minimum restocking fee of 25% and may have a restocking fee up to 50%. MTI will provide a RMA in any situation where: 1) Merchandise other than the product actually ordered was erroneously shipped; 2) Customer advises MTI within 10 days after receipt of a shipment that its inspection has revealed there is a substantial nonconformity between the product ordered and the product received; and 3) The product(s) falls within its assigned warranty period (see specific product Warranty Statement(s)). RMA Numbers issued under the above three specific conditions will not be subject to the restocking rules. Non-Standard or custom items are considered specials and are non-returnable.

11. INVOICES AND PAYMENT

MTI shall submit an invoice to Customer for each shipment at or about the time of shipment or the assessing

of rescheduling, cancellation or restocking charges. All invoices shall be mailed or e-mailed to the billing address specified in Customer's purchase order. Payment terms are net thirty (30) days from the date of invoice or as otherwise agreed by the parties. All payments shall be in United States dollars. MTI retains the right to change its credit terms at any time when, at the sole and exclusive discretion of MTI, Customer's financial condition or record of payment so warrants. Should Customer become delinquent in the payment of any amount(s) hereunder, MTI, at its option and upon notice to Customer (which notice may be sent by electronic mail), may suspend performance under any outstanding purchase order. Delinquent payments accrue interest at an annual rate of eighteen percent (18%) compounded monthly or as otherwise allowable by law.

12. LIMITED WARRANTY

MTI warrants to its Customers that the Products it manufactures and sells will be free from defects in materials and workmanship for a specified period of time from the date of shipment as set forth in the warranty document applicable to the particular Product(s) purchased by the Customer hereunder. If any Product(s) proves defective during the warranty period, MTI shall repair such Product(s) without charge for parts and labor, or, at its sole and exclusive discretion, shall provide a like replacement, without charge, in exchange for the defective Product. Customer must notify MTI of the defect, in writing, before the expiration of the warranty period and make suitable arrangement for the performance of service. Customer shall be responsible for removal, packaging and shipping of the defective Product(s) to the service center designated by MTI, with shipping charges prepaid. MTI shall pay for the return of the repaired or replaced Product(s) to the Customer if the destination is within the continental United States. Customer is responsible for all shipping charges, duties and taxes if the Product(s) is to be returned to any other location. This warranty shall not apply to any failure or damage caused by improper use or inadequate maintenance or care. MTI shall not be obligated under this warranty to: a) repair damage resulting from attempts other than MTI representatives to repair or service the Product(s); b) repair damage resulting from improper use or connection to incompatible equipment; or, c) service a Product that has been modified or integrated with other products when effect of such modification or integration increases the time or difficulty of servicing the Product. Due to the unpredictable nature of power distribution fault and lightning energy, MTI shall not be liable for damage to equipment or wiring it was placed to protect. Under no circumstances shall MTI guarantee performance in the event of a direct lightning strike. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, EXCEPT IN THE EVENT ADDITIONAL WARRANTY COVERAGE IS PURCHASED. MTI AND ITS VENDORS DISCLAIM ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. MTI'S RESPONSIBILITY TO REPAIR OR REPLACE A DEFECTIVE "PRODUCT" IS THE SOLE AND EXCLUSIVE REMEDY PROVIDED TO THE "CUSTOMER" FOR BREACH OF THIS WARRANTY.

13. LIMITATION OF LIABILITY

IN NO EVENT SHALL MTI OR ITS VENDORS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF "CUSTOMER'S" PURCHASE OR USE OF ANY "PRODUCT," EVEN IF MTI OR THE VENDOR HAS ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGES.

14. WAIVER

The failure of MTI party to enforce, at any time, any provision of these terms and conditions shall not be construed to be a waiver of such provision or the right thereafter to enforce each and every provision. No waiver by MTI, either expressed or implied, of any breach of any of these terms and conditions shall be construed as a waiver of any other breach of such term and condition.

15. ASSIGNMENT

Customer may not assign or otherwise transfer its rights or obligations hereunder without the prior written consent (which may include consent by electronic mail) of MTI, and no such attempt, in violation of this provision, shall be valid or binding upon MTI.

16. GOVERNING LAW

All questions arising out of or relating to these terms and conditions shall be interpreted, construed and governed in accordance with the laws of the State of Florida, without reference to any choice-of-law rules that would otherwise dictate the application of the laws of any other jurisdiction.

17. ATTORNEYS FEES

If litigation is commenced by either party to enforce any provisions of any contract including these terms and conditions, the prevailing party shall be entitled to recover reasonable costs and attorney's fees, both at trial and on appeal.

18. NOTICE

All notices required or authorized by these terms and conditions shall be given in writing and shall be deemed effective upon receipt. Notices to Customer shall be sent to the address set forth in the Customer's purchase order. Notices to MTI shall be sent to the MTI sales office indicated by MTI as being responsible for the purchase order. Any notices required hereunder may be sent by electronic mail and shall be deemed received by the recipient on the date the e-mail was sent so long as the sender did not receive an error message in response to the e-mail sent and conditioned upon the sender receiving written confirmation from the recipient that the email was received. In the event that such confirmation is not received, then notice shall be sent either by regular mail or overnight mail. In the event notice is sent by regular mail, such notice shall be deemed received five (5) days after the post-marked date and in the event notice is given by overnight mail, notice shall be deemed received on the following business day.

19. INDEMNIFICATION

If as a result of the Customer's (or its contractors or sub-contractor's) Wrongdoing (defined below), MTI is named in a lawsuit or other claim for damages, the Customer shall defend MTI, at the Customer's sole cost and shall indemnify and hold harmless MTI and its officers, directors and employees (each, an "Indemnified Party") from any and all liabilities, obligations, claims, suits, contingencies, damages, losses, fines, penalties, interest, costs and expenses (including all court costs, costs of investigation and reasonable attorneys' fees), etc. (collectively "Losses") that MTI or such other Indemnified Party may suffer or incur as a result of or relating to the Wrongdoing of the Customer or its contractors or sub-contractors. MTI shall be entitled to select its own defense counsel, at the Customer's expense as set forth above. "Wrongdoing" shall be defined as any mishandling by the Customer (or its contractors or subcontractors) in either the installation or removal of the product/Meter Treater or in the event of negligence or other wrongdoing by the Customer or its contractors or sub-contractors.

20. CONFLICT

In the event of a conflict between the terms and conditions contained herein and the terms and conditions contained in any purchase order of Customer, the terms and conditions contained herein shall prevail. In the event of any conflict between the terms and conditions contained herein and the terms and conditions of the Customer, the terms and conditions contained herein shall prevail.

Hold Harmless Agreement

This HOLD HARMLESS AGREEMENT (this "Agreement") is made effective on

[] by and between [City of St. Paul, NE] and [].
Both are sometimes individually referred to as "Party" and collectively referred to as the "Parties."

WHEREAS, [] desires to hold harmless [City of St. Paul, NE.] from any claims and/or litigation arising out of [INSTALLATION AND OR OPERATIONS OF SURGE PROTECTION DEVICES].

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, both hereby agree as follows:

TERMS

1. Hold Harmless.

[I] shall fully defend, indemnify, and hold harmless [City of St. Paul, NE] from any and all claims, lawsuits, demands, causes of action, liability, loss, damage and/or injury, of any kind whatsoever (including without limitation all claims for monetary loss, property damage, equitable relief, personal injury and/or wrongful death), whether brought by an individual or other entity, or imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of, in any way whatsoever, any acts, omissions, negligence, or willful misconduct on the part of [City of St. Paul, NE]

by [City of St. Paul, NE.], its officers, owners, personnel, employees, agents, contractors, invitees, or volunteers. This indemnification applies to and includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and any reimbursements to [City of St. Paul, NE] by [], for all legal fees, expenses, and costs incurred by it.

1a. Customer shall be responsible for said cost of Surge Protector and any unseen expenses out of normal installation. Including but not limited to replacement if damaged by any or unknown circumstances. Customer owns and may request removal of such device at any time after written request. Customer owns the said device and no refunds will be eligible after purchase.

2. Authority to Enter Agreement.

8. Applicable Law.

This Agreement shall be governed exclusively by the laws of [Nebraska], without regard to conflict of law provisions.

9. Exclusive Venue and Jurisdiction.

Any lawsuit or legal proceeding arising out of or relating to this Agreement in any way whatsoever shall be exclusively brought and litigated in the federal and state courts of [Nebraska]. Each Party expressly consents and submits to this exclusive jurisdiction and exclusive venue. Each Party expressly waives the right to challenge this jurisdiction and/or venue as improper or inconvenient. Each Party consents to the dismissal of any lawsuit that they bring in any other jurisdiction or venue.

10. Signatures.

This Agreement shall be signed on behalf of [City of St. Paul, NE] by [Qualified Management Personnel], and on behalf of [] by [], and effective as of the date first written above.

By: City of St. Paul, NE Date: _____

By: _____ Date: _____

Chapter 6

POLICE REGULATIONS

Article 1. Dogs and Cats

§ 6-101 DOGS AND CATS; LICENSING.

(1) Any person who shall own, keep, possess or harbor a dog or cat over the age of six (6) months within the City jurisdiction, shall within thirty (30) days after acquisition of the said dog or cat, acquire a license for each such dog or cat and thereafter annually, by or before May 1st of each year. The City Council may, as they deem necessary, provide public notice to said residents of the City about licensing requirements.

(2) Licenses shall be issued by the City, the St. Paul Veterinary Clinic, and the Martinsen Clinic. The license fees are as follows:

Each neutered male dog or spayed female dog \$5.00

Each unneutered male dog or unspayed female dog \$10.00

Each neutered male cat or spayed female cat \$2.50

Each unneutered male cat or unspayed female cat \$5.00

Replacement tag \$2.50

(3) Evidence of vaccination for rabies shall be presented with the application for license and shall be certified by the veterinarian. No license shall be issued until such rabies vaccination certificate has been presented and verified. *(Amended by Ord. No. 784, 8/4/03; 895, 9/20/10)*

§ 6-102 DOGS AND CATS; LICENSE TAGS; REMOVAL OF TAGS.

(1) Upon the payment of the license fee, the City Clerk shall issue to the owner of a dog or cat a license certificate and metallic tag for each dog or cat so licensed. The metallic tags shall be properly attached to the collar or harness of all dogs and cats so licensed and shall entitle the owner to keep, possess or harbor said dog or cat until the first (1st) day of May following such licensing. In the event that a license tag is lost, the City Clerk shall issue a duplicate or a new tag for the balance of the year at the same fee provided in § 6-101. All license fees, collections and replacement tag fees shall be immediately credited to the General Fund. It shall be the duty of the City Clerk to issue tags of a suitable design that are different in appearance each year.

(2) It shall be unlawful for any person to remove or cause to be removed, the collar, harness or metallic tag from any licensed dog or cat without the consent of the owner, harborer, keeper, or possessor of any dog or cat. *(Amended by Ord. Nos. 784, 8/4/03; 895, 9/20/10)*

§ 6-103 DOGS AND CATS; DEFINITIONS.

As used in this Chapter, unless otherwise specified, the following terms mean:

ABANDON.To leave any animal in one's care, whether as owner or custodian, for any length of time without making effective provision for its food, water, or other care as is reasonably necessary for the animal's health.

ANIMAL CONTROL AUTHORITY.An entity authorized to enforce the animal control laws of the City designated by the City Council.

ANIMAL SHELTER.Any facility operated by the City or contracted by the City for the purpose of impounding or caring for animals held under the authority of this chapter.

AUCTIONS. Any place or facility where animals are regularly bought, sold, or traded, except for those facilities otherwise defined in this Chapter. This section does not apply to individual sales of animals by owners.

BITE. Any seizure with the teeth by an animal.

COMMERCIAL ANIMAL ESTABLISHMENT. Any pet shop, grooming shop, auction, circus, performing animal exhibition, or kennel (this term shall not include a veterinary hospital or veterinary clinic).

CRUELLY MISTREAT. To knowingly and intentionally kill, maim, disfigure, torture, beat, mutilate, bum, scald, or otherwise inflict harm upon any animal.

CRUELLY NEGLECT. To fail to provide any animal in one's care, whether as owner or custodian, with food, water, or other care as is reasonably necessary for the animal's health.

DANGEROUS ANIMAL. An animal that:

- (1) Has killed a human being;
- (2) Has inflicted injury on a human being that requires medical treatment;
- (3) Has killed a domestic animal without provocation; or

(4) Has been previously determined to be a potentially dangerous animal by an animal control authority or animal control officer, the owner has received notice of such determination, and the animal inflicts an injury on a human being that does not require medical treatment, injures a domestic animal, or threatens the safety of humans or domestic animals. An animal shall not be defined as a dangerous animal hereunder if the individual was tormenting, abusing, or assaulting the animal at the time of the injury or has, in the past, been observed or reported to have tormented, abused, or assaulted the animal. An animal shall not be defined as a dangerous animal if the injury, damage, or threat was sustained by an individual who, at the time, was committing a willful trespass, was committing any other tort upon the property of the owner of the animal, was tormenting, abusing, or assaulting the animal, or has, in the past, been observed or reported to have tormented, abused, or assaulted the animal, or was committing or attempting to commit a crime.

DOMESTIC ANIMAL. A cat or a dog, male or female, sexed or neutered.

ENCLOSURE. Any tract of land intended to restrain or contain a domestic animal by means of a building, fence, or any other means.

GROOMING SHOP. A commercial establishment where domestic animals are bathed, clipped, plucked, or otherwise groomed.

HYBRID ANIMAL. Any animal which is the product of the breeding of a domestic animal with a nondomestic animal species.

HUMANE KILLING. The destruction of an animal by a method which causes the animal a minimum of pain and suffering.

KENNEL. Any premises wherein any person engages in the business of boarding, breeding, buying, letting for hire, training for a fee, or selling dogs or cats. Any lot or parcel of land or place where:

- (1) More than two (2) dogs; or
- (2) More than two (2) cats; or
- (3) More than two (2) dogs and one (1) cat; or

(4) More than one (1) dog and two (2) cats are confined, treated, boarded, housed or cared for and shall include any lot or parcel of land or place where a person, corporation, or other entity engages in, conducts, manages, or maintains a veterinary business of the number of animals treated, kept, confined, boarded or cared for.

MEDICAL TREATMENT. Treatment administered by a physician or other licensed health care professional.

MUTILATION. Intentionally causing permanent injury, disfigurement, degradation of function, incapacitation, or imperfection to an animal. MUTILATION does not include conduct performed by a veterinarian licensed to practice veterinary medicine and surgery in this state or conduct that conforms to accepted veterinary practices.

OWNER. Any person who shall harbor or permit any dog and/or cat to be present for ten (10) days or more in or about their house, store, enclosure, or property, or allow it to remain to be fed, shall be deemed the owner and possessor of such dog and/or cat and shall be liable for all penalties herein described.

PET. Any animal kept for pleasure rather than utility.

PET SHOP. Any person, partnership, or corporation, whether operated separately or in connection with another business except for a licensed kennel, that buys, sells, or boards any species of animal.

POTENTIALLY DANGEROUS ANIMAL.

(1) Any animal that when unprovoked .

- (a) Inflicts an injury on a human being that does not require medical treatment;
- (b) Injures a domestic animal; or
- (c) Chases or approaches a person upon streets, sidewalks, or any public grounds in a menacing fashion or apparent attitude of attack; or

(2) Any specific animal with a known propensity, tendency, or disposition to attack when unprovoked, to cause injury, or to threaten the safety of humans or domestic animals.

REPEATED BEATING. Intentional successive strikes to an animal by a person resulting in serious bodily injury or death to the animal.

RESTRAINT. Any animal secured by a leash or lead, or under the control of a responsible person and obedient to that person's commands, or within the real property limits of its owner.

RESIDENCE. The structure used as a domicile by a person or a family.

RUNNING AT LARGE. Any dog or other animal off the premises of the owner and not under the immediate control of a person physically capable of restraining the animal by holding a leash, cord, chain, wire, rope, cage or other suitable means of physical restraint or if the animal is out of doors on the premises of the owner, the animal shall be in an adequately fenced in area or securely fastened to a leash or chain to prevent the animal from leaving the owner's premises.

SCRATCH. Any scraping with the claws by a domestic animal which causes an abrasion, puncture or wound of the skin.

SERIOUS INJURY OR ILLNESS. Includes any injury or illness to any animal which creates a substantial risk of death or which causes broken bones, prolonged impairment of health, or prolonged loss or impairment of the function of any bodily organ.

SHELTER. Any structure with a roof and walls designed and/or intended to house one or more animals.

STRAY ANIMAL. Any unlicensed animal found roaming at large, frequenting or remaining on private or public property without the consent of the owner or tenant of said property.

TORTURE. Intentionally subjecting an animal to extreme pain, suffering, or agony. TORTURE does not include conduct performed by a veterinarian licensed to practice veterinary medicine and surgery in this state or conduct that conforms to accepted veterinary practices.

VETERINARY HOSPITAL OR VETERINARY CLINIC. Any establishment maintained and operated by a licensed veterinarian for surgery, diagnosis and treatment of diseased and injured animals.

WILD ANIMAL. Any live animal normally found living in a state of nature and not normally subjected to domestication, including but not limited to: monkeys, raccoons, skunks, snakes, and lions, but excluding birds. *(Amended by Ord. No. 784, 8/4/03; 895, 9/2/10)*

§ 6-104 DOGS AND CATS; UNCOLLARED; RUNNING AT LARGE.

All dogs or cats found running at large upon the streets and public grounds of the Municipality without a collar or harness are hereby declared a public nuisance. Uncollared dogs or cats found running at large shall be killed or impounded in the Municipal Animal Shelter by the Municipal Police and it shall be unlawful for any person to suffer or permit any dog or cat to run at large within said City, and every dog or cat found running at large in violation hereof is declared a public nuisance and may be picked up and impounded by the City Police Department or any City employee. *(Amended by Ord. Nos. 784, 8/4/03; 895, 9/20/10)*

§ 6-105 DOGS AND CATS; POTENTIALLY DANGEROUS OR DANGEROUS DOGS ON OWNER'S PROPERTY.

While unattended on the owner's property, a dangerous or potentially dangerous dog shall be securely confined, in a humane manner, indoors or outdoors in a securely enclosed and locked pen or structure suitably designed to prevent the entry of young children and to prevent the animal from escaping. The pen or structure shall have secure sides and a secure top. If the pen or structure has no bottom secured to the sides, the sides shall be embedded into the ground at a depth of at least one (1) foot. The pen or structure shall also protect the dog from the elements. All pens or structures for confining dangerous or potentially dangerous dogs shall be at least ten (10) feet from any privately or publicly-owned abutting the animal owners' property. The owner of a dangerous or potentially dangerous dog shall post warning signs on the property where the dog is kept that are clearly visible from all areas of public access and that inform persons that a dangerous or potentially dangerous animal is on the property. Each warning sign shall be no less than ten (10) inches by twelve (12) inches and shall contain the words warning and dangerous animal in high-contrast lettering at least three (3) inches high on a black background. *(Ord. No. 895, 9/20/10)*

§ 6-106 DOGS AND CATS; POTENTIALLY DANGEROUS OR DANGEROUS DOGS RESTRAINT; IMPOUNDMENT; CONFISCATION; DESTRUCTION.

- (1) No owner of a dangerous or potentially dangerous animal shall fail to keep such animal securely muzzled and restrained by a leash or chain whenever off the owner's property.
- (2) Any dangerous dog or potentially dangerous dog in violation of §§ 6-104 or 6-105 may be immediately impounded by the City. The owner shall be responsible for the costs incurred by the City for the care of the dangerous or potentially dangerous dog confiscated by the City or for the destruction of any dangerous or potentially dangerous dog if the action by the City is pursuant to law.
- (3) In the event a dog conforming to the definition of potentially dangerous animal inflicts an injury on a human being that does not require medical treatment, injures a domestic animal, or threatens the safety of humans or domestic animals, the potentially dangerous animal shall be immediately confiscated by an animal control officer, placed in quarantine for the proper length of time, and thereafter destroyed in an expeditious and humane manner.
- (4) An animal conforming to the definition of dangerous animal shall be immediately confiscated by an animal control officer, placed in quarantine for the proper length of time, and thereafter destroyed in

an expeditious and humane manner.

(5) Disposition of any animal impounded under this chapter shall be governed by § 6-111. (*Ord. No. 895, 9/20/10*)

§ 6-107 DOGS AND CATS; INTERFERENCE WITH POLICE.

It shall be unlawful for any person to hinder, delay, or interfere with any law enforcement officer or designated humane officer who is performing any duty enjoined upon him or her by the provisions of this Article, or to break open, or in any manner directly or indirectly aid, counsel, or advise the breaking open of any animal shelter, any ambulance wagon, or other vehicle used for the collecting or conveying of dogs to the shelter. (*Amended by Ord. No. 784, 8/4/03; 895, 9/20/10*)

§ 6-108 DOGS AND CATS; EXPOSING POISON PROHIBITED.

No person shall expose any known poisonous substance, whether mixed with food or not, so that the same shall be liable to be eaten by any animal; provided, that it shall not be unlawful for a person to expose common rat poison mixed only with vegetable substances on his or her own property. (*Ord. No. 895, 9/20/10*)

§ 6-109 DOGS AND CATS; BARKING AND OFFENSIVE DOG PROHIBITED/PUBLIC NUISANCE.

(1) It shall be unlawful for any person to own, keep, or harbor any domestic animal why by loud, continued, or frequent barking, howling, yelping or habitually barking, annoys or disturbs any neighborhood or person. It is unlawful to own, keep, or harbor any dog that is repeatedly at large, chases pedestrians, vehicles, or riders of bicycles or horses, attacks other animals, trespasses on school grounds, or damages private or public property while said persons are within the City limits. The provisions of this section shall not be construed to apply to any City animal shelter. Upon the written complaint of any two (2) persons, filed with the City Clerk, that any dog owned by the person named in the complaint is an annoyance or disturbance, or otherwise violates the provisions of this section the Municipal Police shall investigate the complaint and, if in their opinion the situation warrants, shall notify the owner to silence and restrain such dog. If the reason(s) for the complaint are not addressed and resolved by the owner with a reasonable time, the Municipal Police shall issue a citation. The Municipal Police are authorized to investigate the violation of this section at any time.

(2) Any person who shall violate or refuse to comply with the enforcement of any of the provisions of this section shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined as follows: first offense - fifty (\$50.00) dollars; second offense - one hundred (\$100.00) dollars; third offense - two hundred (\$200.00) dollars; fourth offense - three hundred (\$300.00) dollars and each subsequent offense - three hundred (\$300.00) dollars. Prior to the issuance of a citation for violation of this section, the Municipal Police may issue a warning. (*Amended by Ord. Nos. 784, 8/4/03; 792, 12/15/03; 895, 9/20/10*)

§ 6-110 DOGS AND CATS ; LIABILITY OF OWNER.

It shall be unlawful for any person to allow a domestic animal owned, kept, or harbored by him or her, or under his or her charge or control, to injure or destroy any real or personal property of any description belonging to another person. The owner or possessor of any such dog, in addition to the usual judgment upon conviction, may be made to be liable to the persons so injured in an amount equal to the value of the damage so sustained. (*Amended by Ord. No. 895, 9/20/10*)

§ 6-111 DOGS AND CATS; DOGS; IMPOUNDING.

It shall be the duty of the Municipal Police to capture, secure, and remove in a humane manner to the Municipal Animal Shelter, located at the Veterinary Clinic, any domestic animal violating any of the provisions of this Article. The domestic animal so impounded shall be treated in a humane manner and shall be provided with a sufficient supply of food and fresh water each day. Each impounded domestic animal shall be kept and maintained at the pound for a period of not less than five (5) days after public notice has been given unless reclaimed earlier by the owner. Notice of impoundment of all domestic animals, including significant marks or identifications, shall be posted at the office of the Municipal Clerk within twenty-four (24) hours after impoundment as public notification of such impoundment. Any domestic animal may be reclaimed by its owner during the period of impoundment by payment of a

general impoundment fee and daily board fee as set by resolution of the Governing Body and on file in the office of the Municipal Clerk. The owner shall then be required to comply with the licensing and rabies vaccination requirements before the animal is released. If the domestic animal is not claimed at the end of the required waiting period after public notice has been given the Municipal Police may dispose of the domestic animal in accordance with the applicable rules and regulations pertaining to the same; provided, that if, in the judgment of the Municipal Police, a suitable home can be found for any such domestic animal within the Municipality, the said domestic animal shall be turned over to that person and the new owner shall then be required to pay all fees and meet all licensing and vaccinating requirements provided in this Article. The Municipality shall acquire legal title to any unlicensed domestic animal impounded in the Animal Shelter for a period longer than the required waiting period after giving notice. All domestic animals shall be destroyed and buried in the summary and humane manner as prescribed by the Board of Health unless a suitable home can be found for such domestic animal. *(Amended by Ord. No. 895, 9/20/10)*

§ 6-112 DOGS AND CATS; PET EXCRETA; REMOVAL BY OWNER.

The owner of any domestic animal which deposits excreta on public property, or private property, shall be responsible for its removal. It shall be a violation of this section for the owner to fail to immediately remove such excreta when notified of its existence and location, either by the City or by the owner of the property on which the excreta was deposited. *(Ord. No. 895, 9/20/10)*

§ 6-113 DOGS AND CATS; FIGHTING: CRUELTY: KILLING AND INJURING.

(1) It shall be unlawful for any person, by agreement or otherwise, to set domestic animals to fighting, or by any gesture or word to encourage the same to fight.

(2) No person shall beat, cruelly mistreat, torment, tease, torture, cruelly neglect, or otherwise abuse any animal.

(3) No person shall kill or injure any animal by the use of firearms, stones, clubs, poisons, or any other manner unless the animal is vicious or dangerous and cannot be captured without danger to the persons attempting to affect a capture of said animal. *(Ord. No. 784, 8/4/03; Amended by Ord. No. 895, 9/20/10)*

§ 6-114 DOGS AND CATS; SHELTER; ENCLOSURE: RESTRAINT.

(1) No owner shall fail to provide his or her pets with shelter of sufficient size to allow each pet to lie down, and of sufficient construction to shield the pets from the wind, sun, and from precipitation.

(2) No owner shall fail to confine his or her animals within an enclosure of sufficient size and design to prevent the animal from escaping or to restrain said animal by a securely fastened rope, chain, or cord in such a manner as to prevent such animal from going onto any public property or onto the property of another. *(Ord. No. 895, 9/20/10)*

§ 6-115 DOGS AND CATS; SHELTERS AND ENCLOSURES; SANITATION.

No owner shall fail to keep the shelters and enclosures on his or her property in a sanitary condition. As a minimum, owners shall not fail to:

(1) Remove or dispose of in a sanitary manner, the bedding, offal manure, and waste materials accumulating from all other animals at least once every other day.

(2) Clean and disinfect said shelters and enclosures so as to prevent the breeding of flies and insects and the emission of deleterious and offensive odors therefrom. *(Ord. No. 895, 9/20/10)*

§ 6-116 DOGS AND CATS; ISOLATION OF FEMALE ANIMALS IN HEAT.

No owner of a female domestic animal in heat shall fail to take reasonable measures to isolate said female from male domestic animals to prevent contact with such male animals except for planned breeding. *(Ord. No. 895, 9/20/10)*

§ 6-117 DOGS AND CATS; ABANDONMENT OF ANIMALS PROHIBITED.

No owner of a domestic animal shall abandon such animal. *(Ord. No. 895, 9/20/10)*

§6-118 DOGS AND CATS; FOOD, WATER, HEALTH CARE; OWNER'S DUTY.

(1) No owner shall fail to provide food and water for his or her animals, or fail to seek veterinary care for any such animals that are sick or injured. Food and water container shall be of sufficient weight and design as to preclude readily tipping over and spilling the contents.

(2) No owner shall leave his or her pets without shelter in subzero degree or stormy weather. (Ord. No. 895, 9/20/10)

§ 6-119 DOGS AND CATS; ANIMALS USED AND TRAINED FOR LAW ENFORCEMENT; EXEMPTION.

Any animal used by law enforcement agencies including but not limited to the City Police Department, the Howard County Sheriffs Department or the Nebraska State Patrol shall be exempted from the provisions of the city ordinances including the ordinances while such animal is being trained or used for law enforcement purposes. (Ord. No. 895, 9/20/10)

§ 6-120 DOGS AND CATS; ACCIDENTS INVOLVING ANIMALS; DUTIES.

No person who, as the operator of a motor vehicle, strikes an animal, shall fail to stop at once and render such assistance as may be possible and shall immediately report such injury or death to the animal's owner, the police, or the animal control authority for the City. (Ord. No. 895, 9/20/10)

§ 6-121 DOGS AND CATS; EAR CROPPING, DEWCLAW REMOVAL, AND TAILDOCKING; PROHIBITION.

No person, other than a licensed veterinarian, shall crop the ears, remove the dewclaws, or dock the tail of an animal. (Ord. No. 895, 9/20/10)

Article 2. Rabies Control

§ 6-201 RABIES CONTROL; DEFINITIONS.

The following definitions shall be applied throughout this Article.

DOG. The term "dog" shall mean any canine animal, male or female, sexed or neutered.

VACCINATION. The term "vaccination against rabies" shall mean the inoculation of a dog with a rabies vaccine licensed by the United States Department of Agriculture on December 25, 1969. Such vaccination must be performed by a veterinarian duly licensed to practice veterinary medicine in the State of Nebraska.

OWN. The term "own," unless otherwise specified, shall mean to possess, keep, harbor, or have control of, charge of, or custody of a dog. This term shall not apply to dogs owned by other persons which are temporarily maintained on the premises of a veterinarian or to dogs held by a kennel operator for a period of thirty (30) days or less.

OWNER. The term "owner" shall mean any person possessing, keeping, harboring, or having charge or control of, or permitting any dog to habitually be or remain on, or be lodged or fed within, such person's house, yard, or premises for a period of ten (10) or more days. This term shall not apply to veterinarians or kennel operators temporarily maintaining on their premises dogs owned by other persons for a period of not more than thirty (30) days.

RABIES CONTROL AUTHORITY. The term "rabies control authority" shall mean the Municipal health and law enforcement officials who shall enforce the provisions of this Article relating to vaccination and impoundment of dogs. Such public officials shall not be responsible for any accident or disease of a dog resulting from the enforcement of the provisions of this Article. (Ref. 71-4401 RS Neb.)

§ 6-202 RABIES CONTROL; VACCINATION REQUIRED.

Every dog four (4) months of age and older shall be vaccinated against rabies. Young dogs shall be vaccinated within thirty (30) days after they have reached four (4) months of age. Unvaccinated dogs

acquired or moved into the Municipality must be vaccinated within thirty (30) days after purchase or arrival, unless under four (4) months of age as specified above.

Every dog shall be revaccinated following a period of not more than thirty-six (36) months since its last vaccination with chick embryo, LEP (Low Egg Passage) Flury Vaccine or following a period of not more than twelve (12) months since its last vaccination with a killed or inactivated vaccine. The intervals of any other anti-rabies vaccines which may be set by the State Veterinarian, or which may be recommended by the United States Public Health Service on December 25, 1969, shall be followed by the Municipality. (Ref. 71-4402 RS Neb.)

§ 6-203 RABIES CONTROL; CERTIFICATE OF VACCINATION.

It shall be the duty of each veterinarian, at the time of vaccinating any dog, to complete a certificate of rabies vaccination which shall include, but not be limited to the following information:

1. The owner's name and address.
2. An adequate description of the dog including, but not limited to, such items as the dog's breed, sex, age, name, and distinctive markings.
3. The date of vaccination.
4. The rabies vaccination tag number.
5. The type of rabies vaccine administered.
6. The manufacturer's serial number of the vaccine used.

Such veterinarian shall issue a tag with the certificate of vaccination. (Ref. 71-4403 RS Neb.)

§ 6-204 RABIES CONTROL; COST OF VACCINATION.

The cost of rabies vaccination shall be borne by the owner of the dog.

§ 6-205 RABIES CONTROL; DOGS EXEMPTED.

The provisions of this Article with respect to vaccination shall not apply to any dog owned by a person temporarily remaining within the Municipality for less than thirty (30) days, to any dog brought into the Municipality for field trial or show purposes, or to any dog brought into the State for hunting purposes of a period of less than thirty (30) days. Such dogs shall be kept under strict supervision of the owner. It shall be unlawful to bring any dog into the Municipality which does not comply with the animal health laws and import regulations of the State of Nebraska which are applicable to dogs.

Dogs assigned to a research institution or a similar facility shall be exempt from the provisions of this Article. (Ref. 71-4405 RS Neb.)

§ 6-206 RABIES CONTROL; RABIES SUSPECTED.

Any dog or any other animal suspected of being afflicted with rabies, or any dog not vaccinated in accordance with the provisions of this Article which has bitten any person and caused an abrasion of the skin, shall be seized by the Rabies Control Authority and impounded under the supervision of a licensed veterinarian or the Board of Health for a period of not less than ten (10) days. If upon examination by a veterinarian, the dog or other animal has no clinical signs of rabies at the end of such impoundment, it may be released to the owner. All necessary and reasonable expenses for the care of such dog shall be paid by the owner. In the case of an unlicensed dog, it shall be disposed of in accordance with the provisions herein. Any dog, vaccinated in accordance with the provisions of this Chapter, or any other animal which has bitten any person, shall be confined by the owner or some other responsible person for a period of at least ten (10) days, at which time the dog or other animal shall be examined by a licensed veterinarian. If no signs of rabies are observed, the dog may be released from confinement. All reasonable and necessary expenses for the care of any such animal shall be paid by the owner. (Ref. 71-4406 RS Neb.)

§ 6-207 RABIES CONTROL; DOG BITTEN BY RABID ANIMALS.

In the case of dogs known to have been bitten by a rabid animal, the following rules shall apply:

(1) In the case of a dog which has not been vaccinated in accordance with the provisions of this Article and which has been bitten by a known rabid animal, such bitten or exposed dog shall be immediately destroyed unless the owner is willing to place such dog in strict isolation in a kennel under veterinary supervision for a period of not less than six (6) months.

(2) If the bitten or exposed dog is vaccinated in accordance with the provisions of this Article, such dog shall be subject to the following procedure:

(a) Such dog shall be immediately revaccinated and confined for a period of not less than thirty (30) days following vaccination, or

(b) If such dog is not immediately revaccinated, such dog shall be confined in strict isolation in a kennel for a period of not less than six (6) months under the supervision of a veterinarian, or

(c) Such dog shall be destroyed if the owner does not comply with either subdivision (a) or subdivision (b) of this Subsection. (*Ref. 71-4407 RS Neb.*)

§ 6-208 RABIES; PROCLAMATION.

It shall be the duty of the Governing Body whenever in its opinion the danger to the public safety from rabid dogs is great or imminent, to issue a proclamation ordering all persons owning, keeping, or harboring any dog to muzzle the same, or to confine it for a period of not less than thirty (30) days or more than ninety (90) days from the date of such proclamation, or until such danger is passed. The dogs may be harbored by any good and sufficient means in a house, garage, or yard on the premise wherein the said owner may reside. Upon issuing the proclamation it shall be the duty of all persons owning, keeping, or harboring any dog to confine the same as herein provided. (*Ref. 17-526 RS Neb.*)

Article 3. Animals Generally

§ 6-301 ANIMALS; RUNNING AT LARGE.

It shall be unlawful for the owner, keeper, or harbinger of any animal, or any person having the charge, custody, or control thereof, to permit a horse, mule, cow, sheep, goat, swine, or other animal to be driven or run at large on any of the public ways and property, or upon the property of another, or to be tethered or staked out in such a manner so as to allow such animal to reach or pass into any public way. (*Ref. 17-526, 17-547 RS Neb.*)

§ 6-302 ANIMALS; BANNED FROM MUNICIPALITY.

It shall be unlawful for any person to keep or maintain within the corporate limits any horse, mule, sheep, cow, goat, swine or other livestock, except on property zoned Agricultural Residential (AGR) pursuant to Section 502 of the Zoning Ordinance. (*Ref. 17-505 RS Neb.*) (*Amended by Ord. No. 917, 6/4/12*)

§ 6-303 ANIMALS; WILD.

No wild animals may be kept within the corporate limits except such animals kept for exhibition purposes by circuses and educational institutions. (*Ref. 17-123 RS Neb.*)

§ 6-304 ANIMALS; CRUELTY.

For provisions on cruelty to animals, see section 6-115. (*Amended by Ord. No. 784, 8/4/03*)

§ 6-305 ANIMALS; KILLING AND INJURING.

For provisions on killing and injuring animals, see section 6-115. (*Amended by Ord. No. 784, 8/4/03*)

§ 6-306 ANIMALS; ENCLOSURES.

For provisions on animal enclosures, see section 6-116. (*Amended by Ord. No. 784, 8/4/03*)

§ 6-307 FOWLS; RUNNING AT LARGE.

It shall be unlawful for any person to allow poultry, chickens, turkeys, geese, or any other fowls to run at large within the corporate limits, except in enclosed places on private property. (*Ref. 17-547 RS*)

Neb.)

§ 6-308 FOWLS; WRITTEN PERMISSION.

It shall be unlawful for any person to keep on their private property poultry, chickens, turkeys, geese, or other fowls unless, and until they have received the written consent of the owners or lessees of the property immediately adjoining the private property where such fowls are to be kept, and all other property owners within one hundred fifty (150) feet of the place where such animals are to be kept, which consent shall be filed at the office of the Municipal Clerk and shall be subject to revocation by any of the said owners or lessees at any time.

§ 6-309 KENNELS; DEFINED.

1. "Kennel" is defined for this Chapter as any lot or parcel of land or place where:

- A. More than two (2) dogs; or
- B. More than two (2) cats; or
- C. More than two (2) dogs and one (1) cat; or

D. More than one (1) dog and two (2) cats are confined, treated, boarded, housed or cared for and shall include any lot or parcel of land or place where a person, corporation or other entity engages in, conducts, manages or maintains, a veterinary business, regardless of the number of animals treated, kept, confined, boarded or cared for.

2. "Kennel Operator" means the person or persons, corporation, partnership or other legal entity who is the legal owner or who is actually in control and operation of a kennel. "Kennel Operator" does not include a Veterinarian operating a Veterinary Hospital.

3. "Owner" means any person, corporation, partnership or other entity who is the legal owner, keeper, harbinger, possessor or the actual custodian of an animal. Ownership is established by a person registering as the owner on a license, or other legal document or by a person claiming ownership and taking possession of an animal.

(Ord. No. 605, 6/1/88)

§ 6-310 KENNELS; LICENSE REQUIRED.

It is unlawful for any person to keep, conduct, or operate any kennel without a license as is required under the provisions of this Chapter or other ordinances of the City. (Ord. No. 605, 6/1/88)

§ 6-311 KENNELS; KEEPING MORE DOGS OR CATS OR COMBINATION THAN PERMITTED.

It is unlawful for any person to keep, house, confine or maintain more dogs or more cats or combination thereof than permitted in any place in the City other than at a kennel; Provided, that for the purposes of this Chapter, a litter of puppies or a litter of kittens less than six (6) months of age shall not be included in computing the number of dogs or cats or combination thereof permitted under the provisions of this Section. (Ord. No. 605, 6/1/88)

§ 6-312 KENNELS; MAINTENANCE AND OPERATION.

The Kennel Operator shall maintain the kennel at all times in a clean and sanitary condition, shall provide all animals in the kennel with adequate shelter, feed and fresh water, all feed shall be stored in covered, ratproof containers protected against contamination, and meat shall be kept refrigerated. All kennels shall be so constructed and operated as to safely confine the dogs and cats therein. No refuse or waste materials shall be allowed to remain thereon for more than twenty-four (24) hours. All animals shall be humanely treated, and any animal having any disease shall be properly isolated and treated. (Ord. No. 605, 6/1/88)

§ 6-313 KENNELS; LICENSE ISSUANCE.

A license to operate a kennel, or pet shop, anywhere in the City of St. Paul, Nebraska shall not be issued unless the owner establishes with clear and convincing evidence to the City Council that the kennel shall be operated in the manner set forth in Section 6-312. The annual license fee for kennels

and pet shops shall be one hundred fifty (\$150.00) dollars per year. The license year shall be from the date of issuance, and shall be valid for one year, unless earlier revoked. If the Kennel Operator fails to maintain the kennel in accordance with Section 6-312 the license may be revoked by the Chief of Police. (Ord. No. 605, 6/1/88)

§ 6-314 KENNELS; LICENSES AND VACCINATIONS.

The Kennel Operator shall not be required to obtain the individual licenses imposed by City ordinances for each dog or cat in his kennel for which the kennel license is obtained; however, each Kennel Operator shall have each dog or cat in his kennel vaccinated as required by the ordinances of the City, and a certificate of vaccination for each dog or cat must be available for inspection. (Ord. No. 605, 6/1/88)

§ 6-315 KENNELS; HEARING ON DENIAL OR REVOCATION OF PERMIT.

Any person whose kennel license is revoked may, within ten (10) days after receipt of the notice thereof by the Chief of Police apply to the City Council for a hearing on the denial or revocation, and the decision of the City Council at the conclusion of such hearing shall be final. If no hearing is requested within ten (10) days, revocation shall be final. If no hearing is requested within ten (10) days, revocation shall be final. (Ord. No. 605, 6/1/88)

§ 6-316 KENNELS; HEARING ON DENIAL OR REVOCATION, NOTICE, PROCEDURE.

Mailed, written notice of the date set for hearing on revocation shall be given by the City Clerk to the licensee and to the Chief of Police. At the time set for hearing, the Chief of Police shall present the facts upon which the revocation was based. The licensee or his attorney may then present the facts by reason of which the applicant believes revocation was improper. Upon conclusion of the presentation of both parties, the City Council may, but shall not be required to, entertain presentation and support and opposition to the revocation by interested persons. The City Council may continue the matter from time to time. At the conclusion of the hearing, the City Council shall render its decision which shall be final. (Ord. No. 605, 6/1/88)

§ 6-317 KENNELS; ENFORCEMENT.

It shall be the responsibility of the Chief of Police of this City to enforce the provisions of this Chapter. (Ord. No. 605, 6/1/88)

§ 6-318 KENNELS; COMPLIANCE WITH ZONING REGULATIONS.

It is unlawful for any person to maintain, have or operate a kennel in any residential area anywhere in the City, or anywhere within the limits of the City, unless such property is zoned permitting such use. (Ref. 19-913 RS Neb.) (Ord. No. 605, 6/1/88)

§ 6-319 KENNELS; VIOLATION; PENALTY.

Any person, firm, partnership or legal entity violating any of the provisions of this Article shall be guilty of a misdemeanor and shall upon conviction thereof be punished by fine, first (1st) offense not less than ten (\$10.00) dollars, a second (2nd) offense not less than twenty (\$20.00) dollars, and such third (3rd) offense not less than thirty (\$30.00) dollars, for any subsequent offense thereafter by a fine of not less than fifty (\$50.00) dollars nor more than two hundred (\$250.00) dollars, or by imprisonment not to exceed six (6) months, or both. Each day a violation occurs shall be considered a separate violation. (Ord. No. 605, 6/1/88)

Article 4. Miscellaneous Misdemeanors

§ 6-401 MISDEMEANORS; CRIMINAL TRESPASS.

It shall be unlawful for any person, knowing that he is not licensed or privileged to do so, to:

- A. Enter or secretly remain in any building or occupied structure, or any separately secured or occupied portion thereof; or
- B. Enter or remain in any place as to which notice against trespass is given by:
 1. Actual communication to the actor; or

Nebraska State Patrol under section 29-4013 RS Neb., and who has victimized a person eighteen (18) years of age or younger. (Ord. No. 816, passed 12/19/05) (Amended by Ord. No. 823, 7/17/06)

§ 6-438 SEX OFFENDER REGISTRATION; RESIDENCY RESTRICTIONS; PENALTIES; EXCEPTIONS.

(1) *Prohibited location of residence.* It is unlawful for any sexual predator to reside within five hundred (500) feet from a school or child care facility.

(2) *Measure of distance.* For purposes of determining the minimum distance separation, the distance shall be measured by following a straight line from the outer property line of the residence to the nearest outer boundary line of the school or child care facility.

(3) *Penalties.* A person who violates this section shall be punished as provided generally in the Municipal Code of the City of Saint Paul, Nebraska.

(4) *Exceptions.* This section shall not apply to a sexual predator who:

(a) Resides within a prison or correctional or treatment facility operated by the state or a political subdivision;

(b) Established a residence before July 1, 2006, and has not moved from that residence; or

(c) Established a residence after July 1, 2006, and the school or child care facility triggering the restriction was established after the initial date of the sexual predator's residence at that location.

(Ord. No. 816, 12/9/05) (Amended by Ord. No. 823, 7/17/06)

Article 5. Penal Provisions

§ 6-501 VIOLATION; PENALTY.

Any person who shall violate or refuse to comply with the enforcement of any of the provisions of this Chapter, set forth at full length herein or incorporated by reference shall be deemed guilty of a misdemeanor and upon conviction thereof, shall be fined not more than one hundred (\$100.00) dollars for each offense. A new violation shall be deemed to have been committed every twenty-four (24) hours of such failure to comply.

UTILIZATION OF AMERICAN RESCUE PLAN ACT (ARPA) FUNDS

NOTE: ARPA Funds cannot be utilized by Electrical work.

ARPA FUNDS CAN BE UTILIZED FOR:

- (1) Wastewater Treatment Facility (WWTF) unpaid invoices for Engineering and Construction of WWTF. Brian Friedrichsen with Olsson's stated that there is approximately \$300,000 in WWTF invoices that need to be paid.

Please keep in mind that the WWTF is a low interest loan, therefore, the Council may want to utilize it for other purposes like the Middle Loup Subdivision infrastructure.

Thank you.

Connie Jo Beck,
City Clerk/Deputy Treasurer

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

Account Number	Prev. Mth Total	Current Mth Total	Total	
HOMESTEAD BANK	September 1, 2023	October 1, 2023		Comments
Checking 100-027	\$ (1,156,550.72)	\$ 1,063,288.74	\$ (93,261.98)	Rutjens \$249,031; 3 Pay Periods in Sept 2023
Sales Tax 300-277	\$ (67,386.97)	\$ 32,511.60	\$ (34,875.37)	Mtr Veh \$8915; 25% Infracst \$8588; Fire Stat \$17176; Deposit \$75000 from 504420
Civic Center 300-749	\$ (237.14)	\$ 237.35	\$ 0.21	
City REDLG 301-465	\$ (108,900.00)	\$ 116,952.35	\$ 8,052.35	Vogel; Teresa's Fl; Bootlegger; HCMC;
City ARP 303057	\$ (256,607.94)	\$ 256,945.40	\$ 337.46	
Water Trmt 504-189	\$ (7,462.62)	\$ 7,472.43	\$ 9.81	
Keno 504-409	\$ (17,753.43)	\$ 16,110.56	\$ (1,642.87)	Keno Rev \$6181; Interest
Sales Tax 504420	\$ (243,193.40)	\$ 281,435.54	\$ 38,242.14	LB840 Rev; Sales Tax \$60443; SPDC Middle Loup Subdivision \$3154; Withdrawal \$75000 to 300277;
Pool 504-442	\$ (14,004.86)	\$ 14,023.28	\$ 18.42	
General 504-805	\$ (13,371.92)	\$ 13,389.50	\$ 17.58	
Sewer 504-849	\$ (19,382.94)	\$ 19,408.43	\$ 25.49	
Police 504-860	\$ (15,961.54)	\$ 15,982.53	\$ 20.99	
Senior Center 504-882	\$ (8,401.56)	\$ 8,412.61	\$ 11.05	
Brick (Street) 504-915	\$ (2,039.07)	\$ 2,041.75	\$ 2.68	
Library Maint. 504-970	\$ (7,883.81)	\$ 7,894.18	\$ 10.37	
Light Sinking 504-981	\$ (13,324.14)	\$ 13,591.96	\$ 267.82	
Fire Sinking 504-992	\$ (7,537.22)	\$ 7,547.13	\$ 9.91	
EMT Sinking 505-003	\$ (7,955.35)	\$ 7,965.81	\$ 10.46	
Street Sinking 505-014	\$ (12,010.77)	\$ 12,026.57	\$ 15.80	
Park Sinking 505-025	\$ (11,666.27)	\$ 11,681.61	\$ 15.34	
TIF Projects 505-036	\$ (1,192.28)	\$ 1,205.26	\$ 12.98	
Elmwood Cem Found 505168	\$ (16,616.01)	\$ 16,622.57	\$ 6.56	
Civic Center Sink 505179	\$ (1,842.86)	\$ 1,845.28	\$ 2.42	
Walk/Bike 5482-7	\$ (3,446.92)	\$ 3,446.92	\$ -	
CITIZENS BANK & TRUST				
Consumer Dep 102-415	\$ (55,200.71)	\$ 55,200.71	\$ -	
Cafeteria 125 102-407	\$ (15,932.35)	\$ 16,713.82	\$ 781.47	
Health Ded 102-482	\$ (148,595.89)	\$ 155,054.93	\$ 6,459.04	Regional Care Activity RE Deductible
25% Infracst 102-342	\$ (110,466.72)	\$ 118,887.26	\$ 8,420.54	25% Infracst Deposit
Sales Tax Fire Station Proceeds to Pay Fire NOTE #103667	\$ (70,562.01)	\$ 87,051.88	\$ 16,489.87	Proceeds \$17,176 + Interest
Cemetery Sav 753-122	\$ (16,573.05)	\$ 16,673.05	\$ 100.00	Perpetual Care: Crouch, Kosmicki, Arnett, McCray; Memorial - Lucienne Michalski
Park Aluminum 772682	\$ (6,479.00)	\$ 6,687.35	\$ 208.35	Alum Cans + Interest
General TCD 109366	\$ (64,424.11)	\$ 64,424.11	\$ -	

ARPA
\$ 256,945.40
Balance

Middle Loup Subdivision
Meeting on Tuesday, November 28, 2023
at Olsson's at 8:30 A.M.

Attendee's:

Brian Friedrichsen, Olsson,
Matt Helzer, Utilities Superintendent,
James Summers, Electrical Commissioner, and
Connie Jo Beck, City Clerk/Deputy Treasurer

MIDDLE LOUP SUBDIVISION (Shifting Lot Lines on Adam Street) DISCUSSION ITEM:

TO DO:

- (1) VACATE SUBDIVISION,**
 - (2) REPLAT (? New Name)**
 - (3) REZONE, AND**
 - (4) TAX INCREMENT FINANCING (TIF) REDEVELOPMENT AGREEMENT AND PLAN (detail)**
-

- (1) ELECTRICAL: Under-ground on the outside boundary; currently, no transformer placement. Bury power four (4) feet. Be careful of storm sewer.**
- (2) Light fixtures at the Intersection of US Highway 281 and Adams Street: (8 inside subdivision): City of St. Paul will erect the lights.**
 - a. One (1) light currently exists northeast of property: Three (3) additional lights will be added by Contractor per NDOT specs.**
- (3) Water Main: Contractor: No less than five (5) ft. (will need de-watering); NOTE: No high-water users in this location (notify SPDC of this note).**
- (4) Lift Station (gravity); no three (3) phase needed. Lift Station: Forced out to Davis Street – Shallow two (2) feet.**
- (5) Storm sewer outlet (shallow); SE drainage.**
- (6) Blackhills Energy gas line runs East / West and North / South: there is a 40 ft. easement (20 ft. on each side).**
- (7) The removal of trees runs North & South; NO trees will be removed going East & West regarding a sound barrier.**

(8) Property line pins: set along US Highway 281 and north end.

(9) Deputy Clerk to stop the REZONING process and Start Vacating the Subdivision.

(10) VACATE entire Middle Loup Subdivision; All new or additional will be included in the new Plat Map. City hire Abstractor for Title Search; City to notify persons 300 ft. surrounding property RE: Public Hearings.

Has EASEMENT been FILED RE: South "City Welcome Sign"; SPDC property.

EASEMENTS:

- a. North subdivision: Ten (10) feet;
- b. Blackhill's Energy gas line: Forty (40) feet (high pressure);
- c. Storm Sewer Detention: Forty (40) feet access; State of Nebraska;
- d. Electric Power (35 ft.) south side (Southern Public Power District); and
- e. **Questionable: South Welcome Sign easement.**

FUNDING:

- a. City Light Dept. will fund \$750,000 and
- b. City General will fund \$750,000.

EXTRA EXPENSE:

- a. Middle Loup Subdivision Lighting = \$200,000 (Three (3) Phase), which includes street lighting (this does not include the Intersection lighting).

November 15th, 2023
Library Board Meeting Minutes
6:00pm Library

I. Call to Order at 6:12 p.m.

Attendance: _Tara _Jill _Steven _Janet _Deb _Phil

It was stated that a current copy of the Nebraska Open Meetings Act is available for review and noted the location of said copy in the room. Proper notice of the meeting had been printed in the county paper and posted in the library, at Homestead Bank, and at Citizen's Bank.

II. Approval of Minutes of the Last Meeting Sept. Minutes

Motion to approve: 1st: Jill 2nd: Tara

Roll call vote: _Tara _Jill _Steven _Janet _Deb _Phil

III. Financial Report

Motion to approve: 1st: Tara 2nd: Deb

Roll call vote: _Tara _Jill _Steven _Janet _Deb _Phil

IV. Librarian Director's report/Correspondence and Communications/Committee Report
(see copy of Library Director's Report)

Discussion was held about changing the meeting time for Library Board meetings from 7:00 to 6:00p.m. The members of the Board all agreed to this change.

V. Old Business

It was mentioned that the Celebration of the 25th Anniversary of the Library was well attended and the speaker did an excellent job. The article in the newspaper was well received.

VI. New Business

Kelli reported that one of the part time employees at the Library had resigned and she has hired two others to fill the open hours. The Library Board approved the rate of \$11.50 per hour for the remainder of the 2023-24 school year.

Motion to approve: 1st: Steven 2nd: Phil

Roll call vote: _Tara _Jill _Steven _Janet _Deb _Phil

At the September meeting the Board talked about new flooring and paint for the Meeting room, and the hallway. Kelli brought samples of products that were chosen. The Board agreed to have Kelli choose the best colors to use for the floor covering. The painter (Wonder Woman Painting) plans to be here on Friday November 23rd to work in the meeting room. The money for this update to the Library is available in the budget. There is no plan to close the Library while this

work is being done. She has also made a work order to have the TV moved in the meeting room, so that it isn't in front of the pull down screen.

Kelli showed the Board the copy of the request for funds, from the Sonderup Foundation. She is asking for \$6000 to complete the project of digitalizing the annuals and newspapers in the Library. The Library Foundation has said that they will pay the remaining portion of the fees, which is approximately \$6000.

VII. Adjournment at 7:10 p.m.

Motion to approve: 1st: Janet 2nd: Steven

Roll call vote: _Tara _Jill _Steven _Janet _Deb _Phil

**Next Meeting:
Jan 17th, 2024
6pm Library Community Room**

Janet Elstermeier, Secretary

Steven Neal, President

Date Approved