

1st Council Regular Meeting
Monday, October 7, 2024 6:30 PM

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

Agenda

1. Mayor Mike Feeken 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 Feeken also states that the City Council may vote to go into Closed Session on any agenda item as allowed by NE State Statute 84-1410.
2. Submittal of Request for Future Agenda Items
3. Reserve time to Speak on an Agenda Item
4. Discuss - Approve / Deny Howard County Medical Center (HCMC) hosting a 5K Run / 1 - Mile walk on Saturday, October 19, 2024, beginning at 9:00 a.m., along with the approval to paint arrows along the race route. Volunteers will monitor traffic during the event. A Certificate of Insurance will be provided to the City by the Howard County Medical Center prior to the event.
5. Chief of Police Howard and St. Paul Development Corp. (SPDC) Executive Director Klinginsmith to discuss an "unsafe building" at 1122 7th Street (Brad Lassen, Owner); possible action.
6. Discuss - Approve / Deny Elsbury Construction, LLC Pay Request #7 (Middle Loup River Subdivision Project #023-00398) for the amount of \$250,115.58. The pay application consisted of the remaining work on the gravity sanitary sewer and water main; some additional storm sewer work, and the beginning of the US Hwy #281 work.
 - a. Approve City Clerk Beck transferring \$250,115.58 from the City's Street, Water, and Sewer Insured Cash Sweep (ICS) accounts and deposit into the City's #100027 Street, Water and Sewer account to pay for Pay Request #7.
7. Discuss - Approve / Deny Bierman Contracting, Inc. Change Order Request #2 regarding the St. Paul Fire Station Construction Project #24-023 on 4th Street between Jay and Kendall Streets. The change order consists of two (2) options regarding panels in the street adjacent to the approach drive apron for the Fire Station that have cracks and settling. See the attached two (2) option amounts: Option #1: \$3,072 and Option #2: \$20,105.
8. Discuss - Approve / Deny Consent Agenda Items: (1) Council Minutes September 16, 2024 (regular) and September 19, 2024 (special); (2) Zoning Permit Minutes September 30, 2024; and (3) Disbursements October 7, 2024.
9. Discuss - Approve / Deny Mayor Feeken re-appointing Cindi Mendyk to the Housing Authority Board of Commissioners for another four (4) year term effective October 1, 2024, through September 30, 2028.
10. Discuss - Approve / Deny Mayor Feeken appointing Dan Nielsen to the St. Paul Library Board (City) to take the vacancy of Pastor Steven Neal. This would be effective immediately.
11. Discuss - Introduce Ordinance #1053, to amend the St. Paul Municipal Code; to Amend Section 3-308 of Chapter 3 pertaining to new electric service and extensions; to adopt the "Electric Service and Extensions Policy and Procedures"; to repeal any ordinance, or

parts of any ordinance in conflict with this ordinance; to provide for the effective date of such ordinance; and to provide for the publication of this ordinance in pamphlet form.

- a. Introduce Ordinance #1053, with no second or roll call;
 - b. Waive three (3) readings of Ordinance #1053 on three (3) different occasions, with second and roll call; and
 - c. Final Passage of Ordinance #1053, with second and roll call.
12. Discuss - Approve / Deny transferring \$300,000 from City Heritage Bank (Utility Billing) Checking Account #411025 and Depositing into the City Homestead Bank Checking Account #100027. This will pay for City disbursements.
 13. Discuss - Approve / Deny Mayor Feeken signing a Tax Increment Financing (TIF) Note (Exhibit "C") for the Middle Loup River Subdivision, with an issuance date of June 17, 2024. The Note is dated June 17, 2024, due to the Amendment to the Redevelopment Plan and Agreement was approved by the City Council.
 14. Discuss - Approve / Deny the Elmwood Cemetery Board "Rules and Regulations" revisions dated August 14, 2024.
Note: Kristie Fousek (Elmwood Cemetery Records) will notify the Elmwood Cemetery Board that if there are any revisions to the "Rules and Regulations", then the Cemetery Board needs to recommend those revisions to the Mayor and City Council for approval.
 15. Discussion regarding the utilization of the current St. Paul Fire Station; possible action.
 16. Utilities Superintendent Helzer updates:
 - (1) Electrical Dept. possibly purchase a 2018 Ford F-350 truck from State of NE Surplus; the item is in the 2024-2025 Budget.
 17. Mayor Feeken updates:
 - (1) A current (9/12/24) Revenue and Expenditure Guideline can be reviewed at the City Office;
 18. Public Announcements
 19. Closed Session: Pending Litigation; Strategy Session with respect to real estate purchase; and prevent needless injury to the reputation of an individual
 20. Mayor Feeken adjourns City Council meeting
 21. Informational Items:
 - (1) Sales Tax Revenues regarding Fiscal Year 2023-2024 and 2022-2023;
 - (2) Notice of Special Meeting on Thursday, October 17, 2024, at 1:30 p.m. regarding a Middle Loup River Subdivision Progress meeting;
 - (3) September 29, 2024 Investment Interest rates:
 - a. Insured Cash Sweep (ICS): Citizens Bank: 3.90%
 - b. NPAIT: Daily Rate 4.920% and 7-day Average 4.930%;
 - c. NE Class: 4.90%;
 - (4) St. Paul Fire and Rescue Roster dated September 30, 2024
 22. **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



5TH ANNUAL JACK O' LANTERN JOG SATURDAY, OCTOBER 19, 2024



5K RUN

\$30/person

9:00 am start

(1 Mile Walk FREE with entry)

1 MILE WALK

\$20/person

10:00 am start

Trunk or Treating along route

FAMILY ENTRY

\$40/family

10:00 am start

(Includes 2 shirts/family)

HOWARD COUNTY MEDICAL CENTER

East Parking Lot | 1113 Sherman Street | St. Paul, NE 68873



Costumes are not required but *HIGHLY* encouraged.

Prizes awarded to best costumes!

Register by October 1st to guarantee a t-shirt. *Additional t-shirts can be purchased on registration form.



Call HCMC
Therapy Dept.
308-754-2305



Howard County
Medical Center
Facebook Page



Registrations
can be dropped
off at HCMC

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: USI Insurance Services, LLC, 8000 Norman Center Drive, Suite 400, Minneapolis, MN 55437. CONTACT NAME: Lori A Minor, PHONE: 800 873-8500, E-MAIL ADDRESS: Lori.Minor@usi.com. INSURER(S) AFFORDING COVERAGE: INSURER A: COPIC Insurance Company (NAIC # 11860), INSURER B: SFM Mutual Insurance Company (NAIC # 11347).

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.

Table with columns: INSR LTR, TYPE OF INSURANCE, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Rows include Commercial General Liability (HGN0001458), Umbrella Liability (UCN0001459), Workers Compensation and Employers' Liability (100249207), and Professional Liability (HCN0001458).

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) As part of COPIC policy HCN0001458 each physician listed carries their own limits of \$500,000 each incident / \$1,000,000 aggregate. Angela Brennan MD, Kaitlin Hahn MD (See Attached Descriptions)

CERTIFICATE HOLDER: Howard County Medical Center, NE. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: [Signature]

DESCRIPTIONS (Continued from Page 1)

Jared Kramer MD
Chris Tomhave MD
Adam Rensch MD
Chad Miller, CRNA

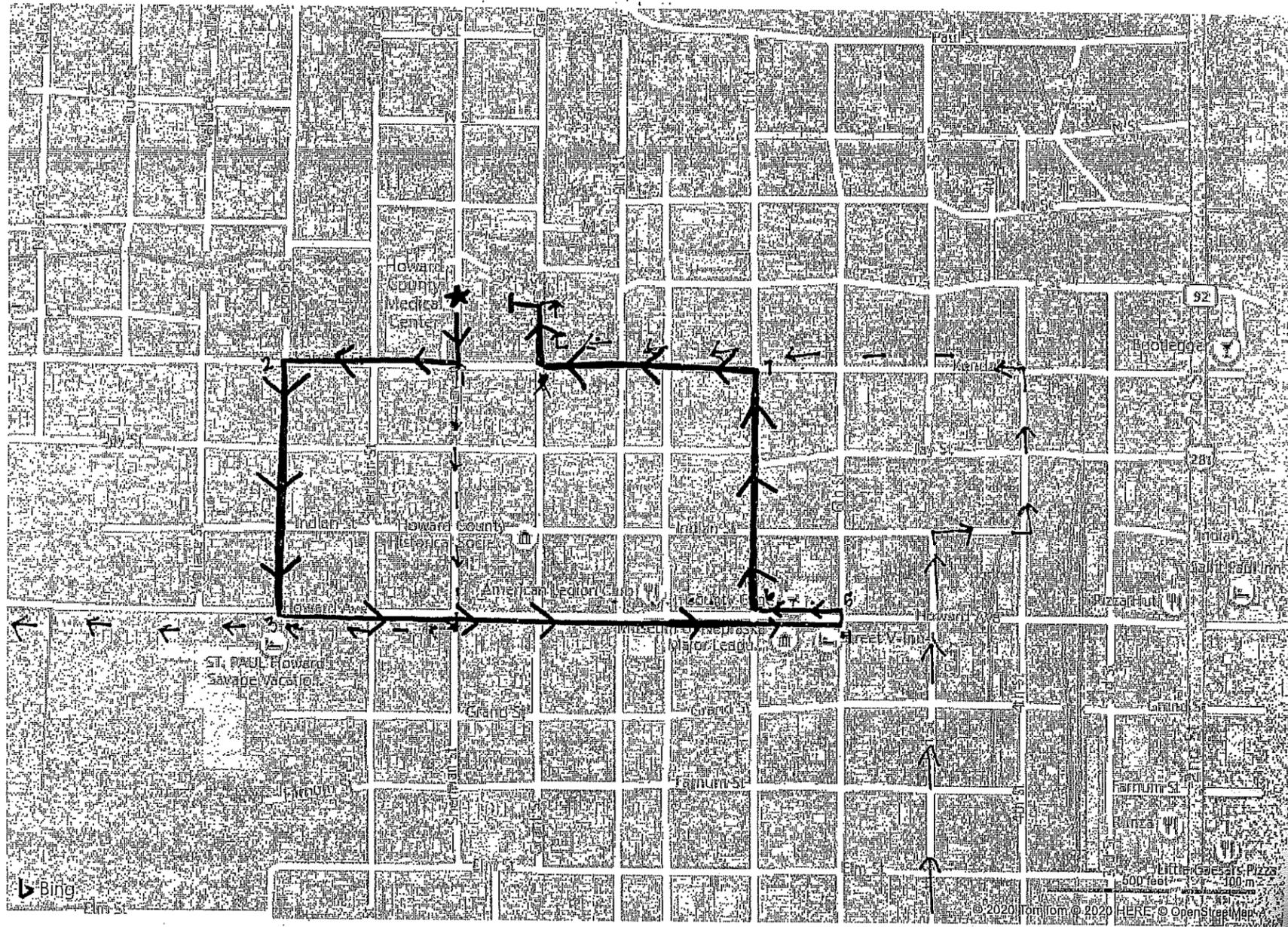
Included in shared limits of facility:

Neal Hahn, PAC
Kelli Platek, PAC
Erica Eberle, PAC
Marcus Nielsen, PAC
Scott Reifschneider, PAC

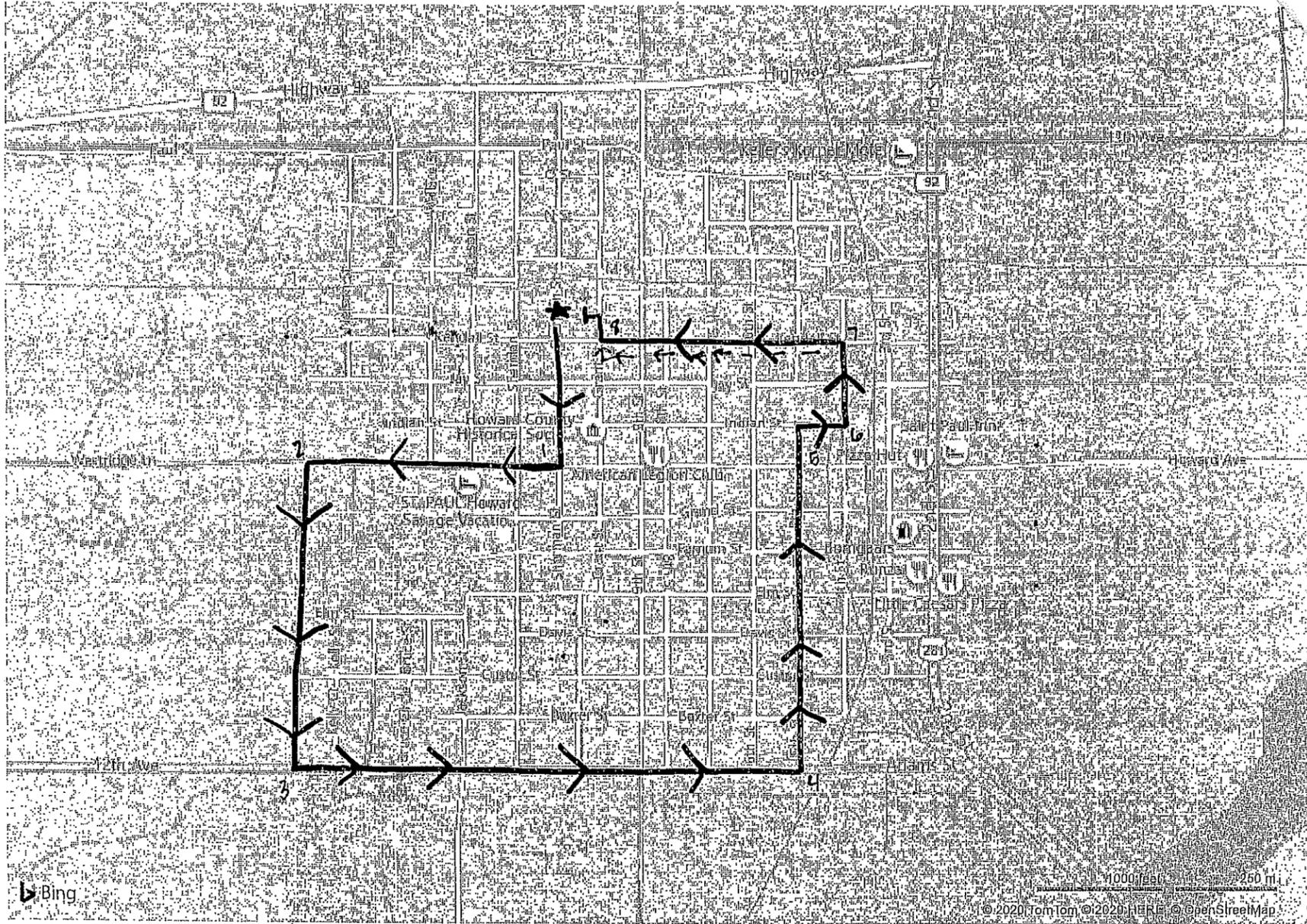
Connie Beck

From: Kassandra Knapp <KKnapp@hcmc.us.com>
Sent: Tuesday, September 24, 2024 10:29 AM
To: Connie Beck
Subject: Liability Insurance
Attachments: 637-coi.pdf

1 mile



5K pumpkins ✓



9-16-24

Mr. Klinginsmith also stated that the Homestead Bank billboard sign will be utilized to display the lots for the Middle Loup River Subdivision.

There was a brief discussion regarding the appointment of Brian Friedrichsen as the City of St. Paul Street Superintendent and City Engineer. The appointment will be made at the first meeting in December 2024. Mr. Friedrichsen has received his "Class A" Street Superintendent license; this was disclosed at the Council meeting on Tuesday, September 3, 2024.

Chief of Police Howard was in attendance to discuss the demolition of a home located at 1122 7th Street, St. Paul, NE; Brad Lassen (owner). The home was destroyed by a house fire on January 14, 2024; utilities were turned off per the owner. Chief of Police Howard was concerned that neighborhood kids were entering the home. The home is placed on a substandard lot (44' x 132'). Chief of Police Howard and St. Paul Development Corp (SPDC) Executive Director Parker Klinginsmith will contact Brad Lassen regarding the intentions of the home. The item will be placed back on the agenda for Monday, October 7, 2024.

Utilities Superintendent Helzer updates: (1) the "N" Welcome Sign to be erected on the north side of St. Paul; and (2) BIG IRON City auction item earnings.

Chief of Police Howard updates: (1) the 2016 Chevy Impala current bid is \$1,950; October 8, 2024 is last day of bidding; (2) Officer Matthew Sample has been released from Workman's Compensation and Field Training; (3) removal of wiring and equipment from Howard County Sheriff Dept. vehicles regarding dash camera's; this will be in lieu of payment for the wiring. This will save the St. Paul Police Dept. \$1,200; and (4) three (3) City Police Officer's will be attending the POAN Conference in Kearney, NE in October 2024.

Mayor Mike Feeken updates: Middle Loup River Subdivision Construction Progress meeting will be held on Thursday, September 19, 2024, at 1:30 p.m. at City Hall.

Mayor Feeken adjourned the City Council meeting at 7:26 p.m.

Date

Mike Feeken, Mayor

Connie Jo Beck, City Clerk/Deputy Treasurer

AGENDA ITEM REQUEST FORM

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City Council Meeting Date: Sept 16, 2024

Requested Agenda Item: Start process to condemn home located at 1122 7th St Owner Brad Lassen

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

Home at 1122 7th St had fire in it last Jan.

What action do you want the City Council to take? Condemned to be destroyed

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

Name (please print): Dan Howard

Name (signature): [Signature]

Address: 514 Grand Street

Phone Number: 308-754-9112

.....
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: _____

Article 4. Unsafe Buildings

§ 9-401 UNSAFE BUILDINGS; DEFINITION.

The term "unsafe building" as used in this Article is hereby defined to mean and include any building, shed, fence, or other man-made structure (a) which is dangerous to the public health because of its condition, and which may cause or aid in the spread of disease or injury to the health of the occupants of it or neighboring structures; (b) which because of faulty construction, age, lack of proper repair, or any other cause is especially liable to fire and constitutes or creates a fire hazard; (c) which by reason of faulty construction or any other cause is liable to cause injury or damage by the collapse or fall of all or any part of such structure. Any such unsafe building in the Municipality is hereby declared to be a nuisance.

§ 9-402 UNSAFE BUILDINGS; PROHIBITION.

It shall be unlawful to maintain or permit the existence of any unsafe building in the Municipality and it shall be unlawful for the owner, occupant, or person in custody of any dangerous building to permit the same to remain in an unsafe condition or to occupy such building or permit it to be occupied while it is in an unsafe condition.

§ 9-403 UNSAFE BUILDINGS; DETERMINATION AND NOTICE.

Whenever the building inspector, the fire official, the health official, Board of Health, or the Governing Body shall be of the opinion that any building or structure in the Municipality is an unsafe building, he shall file a written statement to this effect with the Municipal Clerk. The Clerk shall thereupon cause the property to be posted accordingly, and shall file a copy of such determination in the office of the County Register of Deeds, and shall serve written notice upon the owner thereof, and upon the occupant thereof, if any, by certified mail or by personal service. Such notice shall state that the building has been declared to be in an unsafe condition; and that such dangerous condition must be removed or remedied by repairing or altering the building or by demolishing it; and that the condition must be remedied within sixty (60) days from the date of receipt. Such notice may be in the following terms:

"To _____ (owner-occupant of premises) of the premise known and described as _____.

"You are hereby notified that _____ (describe building) on the premises above mentioned has been determined to be an unsafe building and a nuisance after inspection by _____. The causes for this decision are _____ (here insert the facts as to the dangerous condition).

"You must remedy this condition or demolish the building within sixty (60) days from the date of receipt of this notice or the Municipality will proceed to do so. Appeal of this determination may be made to the Governing Body, acting as the Board of Appeals, by filing with the Municipal Clerk within ten (10) days from the date of receipt of this notice a request for a hearing."

If the person receiving the notice has not complied therewith or taken an appeal from the determination of the officer or employee finding that a dangerous building exists within ten (10) days from the time when this notice is served upon such person by personal service or certified mail, the Building Inspector may, upon orders of the Governing Body, proceed to remedy the condition or demolish the unsafe building.

§ 9-404 UNSAFE BUILDINGS; HEARING AND APPEAL.

Upon receiving the notice to repair or demolish the building, the owner of the building, within the time stipulated, may in writing to the Municipal Clerk request a hearing before the Governing Body, sitting as the Board of Appeals, to present reasons why the building should not be repaired or demolished. The Governing Body shall grant such hearing within ten (10) days from the date of receiving the request. A written notice of the Governing Body's decision following the hearing shall be sent to the property owner by certified mail. If the Governing Body rejects the appeal, the owner shall have five

(5) days from the sending of the decision to begin repair or demolition and removal. If after the five (5) day period the owner has not begun work, the Governing Body shall proceed to cause such work to be done; Provided, the property owner may appeal such decision to the appropriate court for adjudication during which proceedings the decision of the Governing Body shall be stayed. Where the Municipality has not adopted a building code, the statutes of Nebraska relating to bonded indebtedness and collection of delinquent taxes shall apply.

§ 9-405 UNSAFE BUILDINGS; EMERGENCY.

Where any unsafe building or structure poses an immediate danger to the health, safety, or general welfare of any person or persons, and the owner fails to remedy the situation in a reasonable time after notice by the Building Inspector to do so, the Municipality may summarily repair or demolish and remove such building or structure.

§ 9-406 UNSAFE BUILDINGS; SPECIAL ASSESSMENTS.

In case the owner of any building or structure shall fail, neglect, or refuse to comply with notice by or on behalf of the Municipality to repair, rehabilitate, or demolish and remove a building or structure which is unsafe and a public nuisance, the Municipality may proceed with the work specified in the notice to the property owner. A statement of the cost of such work shall be transmitted to the Governing Body, which is authorized to levy the cost as a special assessment against the land. Such special assessment shall be a lien on the real estate and shall be collected in the manner provided for special assessments. (Ref. 18-1720, 18-1722, 18-1722.01, 77-1725 RS Neb.)



Parcel Information	
Parcel ID:	471010258
Map Number	471010258
State Geo Code	2917-00-0-11001-004-0024
Cadastral #	
Images	Photo #1 Photo #2 Photo #3 Sketch #1 Document #1 Document #2
Current Owner:	LASSEN, BRAD L 118 5TH ST SAINT PAUL, NE 68873-2410
Situs Address:	1122 7TH ST ST PAUL
Tax District:	1
School District:	ST PAUL SCH DIST #1, 47-0001
Account Type:	Residential
Legal Description:	LOT 12 BLOCK 4 OT ST PAUL
Lot Width:	44.00
Lot Depth:	132.00
Total Lot Size:	5808.00 sq ft

Assessed Values				
Year	Total	Land	Outbuilding	Dwelling
2024	\$17,342	\$12,342	\$5,000	\$0
2023	\$49,953	\$12,342	\$0	\$37,611

Yearly Tax Information		
Year	Amount	Levy
2023	\$886.36	1.885677

2023 Tax Levy	
Description	Rate
COUNTY GENERAL	0.15977100
ST PAUL SCH DIST #1	0.98084400
ST PAUL SCH #1 BOND 2009	0.06266000
ST PAUL CITY	0.51563900
LOWER LOUP NRD #1	0.03617000
LOUP BASIN RECL#1	0.02747300
AG SOCIETY	0.00318000
HISTORICAL SOCIETY	0.00084000
CENTRAL COMM-COLLEGE	0.08539100
ED SERVICE UNIT #10	0.01370900

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



Property Classification

Status:	Improved	Location:	Urban
Property Class:	Residential	City Size:	800-2,500
Zoning:	Single Family	Lot Size:	<10,000 sq. ft.

Property Notes

<u>Date</u>	<u>Note</u>
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Land Information

<u>Lot Width (ft)</u>	<u>Lot Depth (ft)</u>	<u>Description</u>	<u>Lot Size</u>
44.00	132.00	UNPAVED ADJUSTMENT	5808.00 sq ft

Residential Datasheet

Zoning:	Single Family	Quality:	
Year Built:	0	Condition:	N/A
Exterior:	N/A	Style:	N/A
Bedrooms:	0	Bathrooms:	0.00
Plumbing Fixtures:	0	Heating/Cooling:	
Basement Size:	0 sq. ft	Min Finish:	0 sq. ft
Building Size:	0 sq. ft	Part Finish:	0 sq. ft

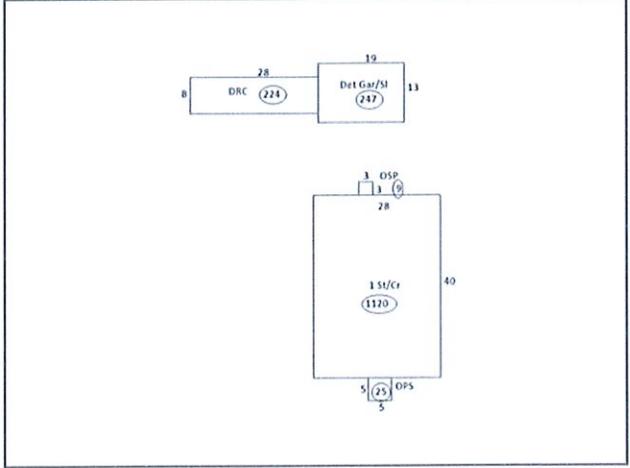
Dwelling Data

<u>Description</u>	<u>Units</u>	<u>Value</u>
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Outbuilding Data

<u>Description</u>	<u>Units</u>	<u>Year Built</u>	<u>Cost</u>
GARAGE & HOUSE	1		\$5,000

Photo/Sketch









CERTIFICATE OF PAYMENT: 7



Date of Issuance: 09/20/2024

Project: St. Paul Development Corporation Middle Loup Subdivision, St. Paul, Nebraska - 2023

Project No.: 023-00398

Contractor: Elsbury Construction LLC

DETAILED ESTIMATE

Description	Unit Price	Extension
See Attached.		

PLEASE REMIT PAYMENT TO: Elsbury Construction LLC

Value of Work Completed This Request: \$417,236.49

Original Contract Cost: \$3,218,403.94
 Approved Change Orders:
 No. 1 \$97,921.33
 No. 2 \$0.00
 No. 3 \$0.00
 Total Contract Cost: \$3,316,325.27

Value of completed work and materials stored to date \$1,675,445.86
 Less retainage percentage 10% \$167,544.59
 Net amount due including this estimate \$1,507,901.27
 Less: Estimates previously approved:

No. 1 \$265,056.54 No. 3 \$129,713.65 No. 5 \$191,604.88
 No. 2 \$54,738.49 No. 4 \$350,729.73 No. 6 \$265,942.40

Total Previous Estimates: \$1,257,785.69

NET AMOUNT DUE THIS ESTIMATE: \$250,115.58

St (72%) = \$180,083.22
 (21-50-550)
 Wtr (14%) = \$35,016.18
 (02-50-550)
 SWY (14%) = \$35,016.18
 (03-50-550) 250,115.58

ons as set forth in scope of work and the data included in all
 e, information and belief: (1) the work has progressed as indicated in
 materials delivered by Contractor are in conformance with the plans
 e contract, is entitled to payment as indicated above.

any type. Client shall hold its Contractor solely responsible for the
 accordance with the construction documents. Any duty or obligation
 or any third party, including the Contractor or any Subcontractor.

OLSSON

By: Ben J. Fitch

Pay App.

7

Project: St. Paul Development Corporation Middle Loup Subdivision, St. Paul, Nebraska - 2023
 Contractor: Elsbury Construction LLC

Project #: 023-00398
 Date: 09/20/2024



ITEM NO.	DESCRIPTION OF WORK	Pay Unit	Total Est. Qty	Unit Price	SCHEDULED VALUE (D * E)	WORK COMPLETED				MATERIALS PRESENTLY STORED (K * N OR J)	TOTAL QUANTITY TO DATE (G+I)	TOTAL COMPLETED AND STORED TO DATE (H+J+K)	% (M/F)	BALANCE TO FINISH (F-M)	RETAINAGE
						Qty from previous pay appl.	Total From previous pay appl.	Qty this Period	Total from this Period						
BID SECTION A															
1	MOBILIZATION / DEMOLITION	L.S.	1	\$77,959.11	\$77,959.11	0.85	\$50,673.42	0.00	\$0.00		0.65	\$50,673.42	65%	\$27,285.69	\$5,067.34
2	REMOVE PAVEMENT	S.Y.	31	\$5.97	\$185.07	31.00	\$185.07	0.00	\$0.00		31.00	\$185.07	100%	\$0.00	\$18.51
3	REMOVE CONCRETE HEADER	L.F.	37	\$11.04	\$408.48	0.00	\$0.00	0.00	\$0.00		0.00	\$0.00	0%	\$408.48	\$0.00
4	REMOVE TREE	L.S.	1	\$202,735.15	\$202,735.15	1.00	\$202,735.15	0.00	\$0.00		1.00	\$202,735.15	100%	\$0.00	\$20,273.52
5	REMOVE EXISTING PLUG	EA.	1	\$900.95	\$900.95	0.00	\$0.00	1.00	\$900.95		1.00	\$900.95	100%	\$0.00	\$90.10
6	7" CONCRETE PAVEMENT W/ INTEGRAL	S.Y.	17552	\$57.39	\$1,007,309.28	0.00	\$0.00	0.00	\$0.00		0.00	\$0.00	0%	\$1,007,309.28	\$0.00
7	5" CONCRETE PAVEMENT	S.Y.	45	\$57.39	\$2,582.55	0.00	\$0.00	0.00	\$0.00		0.00	\$0.00	0%	\$2,582.55	\$0.00
8	BUILD CONCRETE HEADER	L.F.	74	\$27.59	\$2,041.66	0.00	\$0.00	0.00	\$0.00		0.00	\$0.00	0%	\$2,041.66	\$0.00
9	8" PVC SANITARY SEWER	L.F.	2215	\$36.16	\$80,094.40	1,392.00	\$50,334.72	823.00	\$29,759.68		2,215.00	\$80,094.40	100%	\$0.00	\$8,009.44
10	4" PVC SANITARY SEWER SERVICE	L.F.	795	\$27.37	\$21,759.15	508.88	\$13,928.05	286.12	\$7,831.10		795.00	\$21,759.15	100%	\$0.00	\$2,175.92
11	2" HDPE FORCE MAIN	L.F.	789	\$23.39	\$18,454.71	0.00	\$0.00	789.00	\$18,454.71		789.00	\$18,454.71	100%	\$0.00	\$1,845.47
12	48" DIA. SANITARY SEWER MANHOLE, T	EA.	9	\$4,517.24	\$40,655.16	6.00	\$27,103.44	3.00	\$13,551.72		9.00	\$40,655.16	100%	\$0.00	\$4,065.52
13	4" SEWER SERVICE CONNECTION	EA.	20	\$181.64	\$3,632.80	13.00	\$2,381.32	7.00	\$1,271.48		20.00	\$3,632.80	100%	\$0.00	\$363.28
14	PACKAGED LIFT STATION	EA.	1	\$152,774.68	\$152,774.68	0.60	\$91,664.81	0.00	\$0.00		0.60	\$91,664.81	60%	\$61,109.87	\$9,166.48
15	FLUSHING STATION	EA.	1	\$2,785.83	\$2,785.83	0.00	\$0.00	0.80	\$2,228.66		0.80	\$2,228.66	80%	\$557.17	\$222.87
16	CONNECT TO EXISTING MANHOLE	EA.	1	\$732.98	\$732.98	0.00	\$0.00	1.00	\$732.98		1.00	\$732.98	100%	\$0.00	\$73.30
17	8" D.I. WATER MAIN	L.F.	3818	\$54.99	\$209,951.82	2,015.00	\$110,804.85	1,803.00	\$99,146.97		3,818.00	\$209,951.82	100%	\$0.00	\$20,995.18
18	8" M.J. 45° BEND	EA.	8	\$576.62	\$4,612.96	5.00	\$2,883.10	3.00	\$1,729.86		8.00	\$4,612.96	100%	\$0.00	\$461.30
19	8" M.J. TEE	EA.	2	\$878.00	\$1,756.00	1.00	\$878.00	1.00	\$878.00		2.00	\$1,756.00	100%	\$0.00	\$175.60
20	8"x6" M.J. TEE	EA.	5	\$790.01	\$3,950.05	3.00	\$2,370.03	2.00	\$1,580.02		5.00	\$3,950.05	100%	\$0.00	\$395.01
21	8" M.J. SLEEVE	EA.	2	\$522.90	\$1,045.80	0.00	\$0.00	2.00	\$1,045.80		2.00	\$1,045.80	100%	\$0.00	\$104.58
22	8" GATE VALVE W/ BOX	EA.	7	\$2,355.93	\$16,491.51	4.00	\$9,423.72	3.00	\$7,067.79		7.00	\$16,491.51	100%	\$0.00	\$1,649.15
23	8" TAPPING TEE WITH VALVE	EA.	1	\$4,386.09	\$4,386.09	1.00	\$4,386.09	0.00	\$0.00		1.00	\$4,386.09	100%	\$0.00	\$438.61
24	8"x6" M.J. REDUCER	EA.	1	\$407.01	\$407.01	0.00	\$0.00	1.00	\$407.01		1.00	\$407.01	100%	\$0.00	\$40.70
25	FIRE HYDRANT ASSEMBLY W/ AUX. VALV	EA.	6	\$6,510.73	\$39,064.38	3.00	\$19,532.19	3.00	\$19,532.19		6.00	\$39,064.38	100%	\$0.00	\$3,906.44
26	1" WATER SERVICE TUBING	L.F.	1110	\$15.80	\$17,538.00	0.00	\$0.00	1,110.00	\$17,538.00		1,110.00	\$17,538.00	100%	\$0.00	\$1,753.80
27	WATER SERVICE CONNECTION	EA.	21	\$1,115.24	\$23,420.04	0.00	\$0.00	21.00	\$23,420.04		21.00	\$23,420.04	100%	\$0.00	\$2,342.00
28	TRACER WIRE TEST BOX	EA.	3	\$300.46	\$901.38	0.00	\$0.00	0.00	\$0.00		0.00	\$0.00	0%	\$901.38	\$0.00
29	36" STORM SEWER PIPE	L.F.	1568	\$94.36	\$147,956.48	808.00	\$85,678.88	569.00	\$53,690.84	\$6,228.04	1,477.00	\$145,597.76	98%	\$2,358.72	\$14,559.78
30	24" STORM SEWER PIPE	L.F.	701	\$50.58	\$35,456.58	0.00	\$0.00	0.00	\$0.00	\$24,016.26	0.00	\$24,016.26	68%	\$11,440.32	\$2,401.63
31	18" STORM SEWER PIPE	L.F.	1135	\$33.78	\$38,340.30	20.00	\$675.60	41.00	\$1,384.98	\$23,713.92	61.00	\$25,774.50	67%	\$12,565.80	\$2,577.45
32	36" FLARED-END SECTION (RC)	EA.	1	\$1,555.47	\$1,555.47	1.00	\$1,555.47	0.00	\$0.00		1.00	\$1,555.47	100%	\$0.00	\$155.55
33	18" FLARED-END SECTION (RC)	EA.	2	\$812.71	\$1,625.42	0.00	\$0.00	0.00	\$0.00		0.00	\$0.00	0%	\$1,625.42	\$0.00
34	STORM JUNCTION BOX	EA.	5	\$6,477.22	\$32,386.10	3.00	\$19,431.66	0.00	\$0.00	\$2,640.00	3.00	\$22,071.66	68%	\$10,314.44	\$2,207.17
35	CURB INLET	EA.	10	\$3,947.66	\$39,476.60	0.00	\$0.00	0.00	\$0.00	\$3,250.00	0.00	\$3,250.00	8%	\$36,226.60	\$325.00
36	AREA INLET	EA.	2	\$5,329.66	\$10,659.32	0.00	\$0.00	0.00	\$0.00	\$4,442.00	0.00	\$4,442.00	42%	\$6,217.32	\$444.20
37	RIP RAP	TN.	13.6	\$50.21	\$682.86	0.00	\$0.00	0.00	\$0.00		0.00	\$0.00	0%	\$682.86	\$0.00
38	EARTHWORK	L.S.	1	\$324,902.88	\$324,902.88	0.65	\$211,186.87	0.00	\$0.00		0.65	\$211,186.87	65%	\$113,716.01	\$21,118.69
39	SUBGRADE PREP	S.Y.	17852	\$1.79	\$31,955.08	0.00	\$0.00	0.00	\$0.00		0.00	\$0.00	0%	\$31,955.08	\$0.00
40	GRAVEL SURFACING	TN.	354	\$32.56	\$11,526.24	0.00	\$0.00	0.00	\$0.00		0.00	\$0.00	0%	\$11,526.24	\$0.00
41	DEWATERING	L.S.	1	\$230,694.52	\$230,694.52	0.57	\$131,495.88	0.43	\$99,198.64		1.00	\$230,694.52	100%	\$0.00	\$23,069.45
42	EROSION CONTROL	L.S.	1	\$9,932.59	\$9,932.59	0.00	\$0.00	0.00	\$0.00		0.00	\$0.00	0%	\$9,932.59	\$0.00
43	SILT FENCE	L.F.	2032	\$4.97	\$10,099.04	1,350.00	\$8,709.50	0.00	\$0.00		1,350.00	\$8,709.50	66%	\$3,389.54	\$670.95
44	SEEDING	AC.	37	\$1,655.43	\$61,250.91	0.00	\$0.00	0.00	\$0.00		0.00	\$0.00	0%	\$61,250.91	\$0.00
45	CONSTRUCTION ENTRANCE	EA.	1	\$3,862.67	\$3,862.67	0.00	\$0.00	0.00	\$0.00		0.00	\$0.00	0%	\$3,862.67	\$0.00
46	RELOCATE GAS LINE (1)	L.S.	1	\$147,921.33	\$147,921.33	1.00	\$147,921.33	0.00	\$0.00		1.00	\$147,921.33	100%	\$0.00	\$14,792.13
TOTAL OF ALL UNIT PRICE BID ITEMS BID SECTION A					\$3,078,821.39		\$1,193,919.14		\$401,351.43	\$64,290.22		\$1,659,580.80		\$1,419,260.59	\$165,956.08
BID SECTION B															

1	MOBILIZATION / DEMOLITION	L.S.	1	\$49,744.99	\$49,744.99	0.00	\$0.00	0.25	\$12,436.25	0.25	\$12,436.25	25%	\$37,308.74	\$1,243.62		
2	REMOVE CONCRETE PAVEMENT	S.Y.	81	\$5.97	\$483.57	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0%	\$483.57	\$0.00		
3	REMOVE ASPHALT PAVEMENT	S.Y.	265	\$5.97	\$1,582.05	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0%	\$1,582.05	\$0.00		
4	REMOVE STRUCTURE	EA.	1	\$2,759.05	\$2,759.05	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0%	\$2,759.05	\$0.00		
5	REMOVE TREE	EA.	2	\$1,931.34	\$3,862.68	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0%	\$3,862.68	\$0.00		
6	REMOVE & RESET SIGN	EA.	3	\$331.09	\$993.27	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0%	\$993.27	\$0.00		
7	BUILD 10" DOWELED CONCRETE PAVEM	S.Y.	975	\$83.88	\$81,783.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0%	\$81,783.00	\$0.00		
8	18" REINFORCED CONCRETE STORM SE	L.F.	8	\$45.48	\$363.84	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0%	\$363.84	\$0.00		
9	BUILD CURB INLET	EA.	1	\$5,064.68	\$5,064.68	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0%	\$5,064.68	\$0.00		
10	BUILD STORM MANHOLE	EA.	1	\$4,595.82	\$4,595.82	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0%	\$4,595.82	\$0.00		
11	ADJUST MANHOLE TO GRADE	EA.	2	\$1,103.62	\$2,207.24	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0%	\$2,207.24	\$0.00		
12	TRAFFIC CONTROL	L.S.	1	\$6,897.63	\$6,897.63	0.00	\$0.00	0.50	\$3,448.82	0.50	\$3,448.82	50%	\$3,448.82	\$344.88		
13	5" YELLOW, WET REFLECTIVE POLYURE	L.F.	2284	\$2.48	\$5,664.32	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0%	\$5,664.32	\$0.00		
14	5" WHITE, WET REFLECTIVE POLYUREA	L.F.	790	\$2.48	\$1,959.20	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0%	\$1,959.20	\$0.00		
15	12" YELLOW, WET REFLECTIVE POLYUR	L.F.	64	\$9.10	\$582.40	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0%	\$582.40	\$0.00		
16	LED STREET LIGHT/BREAKAWAY BASE	EA.	3	\$6,069.91	\$18,209.73	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0%	\$18,209.73	\$0.00		
17	REMOVAL EXISTING STREET LIGHT	EA.	1	\$772.53	\$772.53	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0%	\$772.53	\$0.00		
18	RELOCATION OF EXISTING STREET LIGH	EA.	1	\$2,317.61	\$2,317.61	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0%	\$2,317.61	\$0.00		
19	POLE CONCRETE FOUNDATION	EA.	4	\$1,489.89	\$5,959.56	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0%	\$5,959.56	\$0.00		
20	#12 CU. POLE AND BRACKET	L.F.	400	\$0.55	\$220.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0%	\$220.00	\$0.00		
21	#6 600V THWN STRANDED CU.	L.F.	2340	\$2.21	\$5,171.40	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0%	\$5,171.40	\$0.00		
22	1-1/2" SCHED 40 PVC TRENCHED	L.F.	630	\$7.73	\$4,869.90	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0%	\$4,869.90	\$0.00		
23	1-1/2" SCHED 40 PVC BORED	L.F.	150	\$27.59	\$4,138.50	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0%	\$4,138.50	\$0.00		
24	EARTHWORK	L.S.	1	\$7,173.54	\$7,173.54	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0%	\$7,173.54	\$0.00		
25	SUBGRADE PREP	S.Y.	1142	\$1.79	\$2,044.18	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0%	\$2,044.18	\$0.00		
26	4" FOUNDATION COURSE	S.Y.	1142	\$8.78	\$10,026.76	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0%	\$10,026.76	\$0.00		
27	EROSION CONTROL	L.S.	1	\$6,069.91	\$6,069.91	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0%	\$6,069.91	\$0.00		
28	SEEDING	AC.	0.45	\$4,414.49	\$1,986.52	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0%	\$1,986.52	\$0.00		
TOTAL OF ALL UNIT PRICE BID ITEMS BID SECTION B					\$237,503.88		\$0.00		\$15,885.06		\$15,885.06		\$221,618.82	\$1,588.51		
Change Order					\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0%	\$0.00			
Contract Total					\$3,316,325.27		\$1,193,919.14		\$417,236.49		\$128,560.44		\$1,675,445.86	51%	\$1,640,879.41	\$167,544.59

Original Contract	\$3,218,403.94
+ CO 1	\$97,921.33
+ CO	\$0.00
+ CO	\$0.00
Total Contract to Date	\$3,316,325.27
Total Work Completed to Date	\$1,611,155.64
Total Materials Stored to Date	\$128,580.44
Total Value completed & Stored to Date	\$1,675,445.86
- Retainage 10%	\$167,544.59
Net Total Due Less Retainage	\$1,507,901.27
- Pay AP 1	\$265,056.54
- Pay AP 2	\$54,738.49
- Pay AP 3	\$129,713.65
- Pay AP 4	\$350,729.73
- Pay AP 5	\$191,604.88
- Pay AP 6	\$265,942.40
Total Previous	\$1,257,785.69
Net Amount Due This Estimate	\$250,115.58

Footnotes:
Bid Section A
(1) Item 46 - Unit Price updated from \$50,000.00 to \$147,921.33 per Change Order #1

Contractor's Application for Payment No. 7

To (Owner): St. Paul Development Corporation	Application Period: 8.22.24 - 9.19.24	Application Date: 9.20.24
Project: St. Paul Development Corporation Middle Loup Subdivision, St. Paul, Nebraska 2023	From (Contractor): Elsbury Construction LLC	Via (Engineer): Olsson
Owner's Contract No.:	Contract: Bid Section A and Bid Section B	Contractor's Project No.:
		Engineer's Project No.: 023-00398

**Application For Payment
Change Order Summary**

Approved Change Orders		
Number	Additions	Deductions
1	\$97,921.33	
TOTALS	\$97,921.33	
NET CHANGE BY CHANGE ORDERS	\$97,921.33	

1. ORIGINAL CONTRACT PRICE.....	\$ 3,218,403.94
2. Net change by Change Orders.....	\$ 97,921.33
3. Current Contract Price (Line 1 + 2).....	\$ 3,316,325.27
4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates).....	\$ 1,675,445.86
5. RETAINAGE:	
a. 10% X \$1,611,155.64 Work Completed.....	\$ 161,115.56
b. 10% X \$64,290.22 Stored Material.....	\$ 6,429.02
c. Total Retainage (Line 5.a + Line 5.b).....	\$ 167,544.59
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$ 1,507,901.27
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$ 1,257,785.69
8. AMOUNT DUE THIS APPLICATION.....	\$ 250,115.58
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above).....	\$ 1,808,423.99

Contractor's Certification
The undersigned Contractor certifies, to the best of its knowledge, the following:
(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and
(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature
By: *[Signature]* Date: 9.24.24

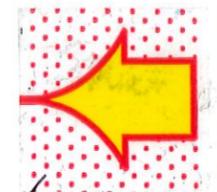
Payment of: \$ 250,115.58
(Line 8 or other - attach explanation of the other amount)

is recommended by: *[Signature]* 9-24-2024
(Engineer) (Date)

Payment of: \$ _____
(Line 8 or other - attach explanation of the other amount)

is approved by: _____
(Owner) (Date)

Approved by: _____
Funding or Financing Entity (if applicable) (Date)



Progress Estimate - Unit Price Work

Contractor's Application

For (Contract): Bid Section A and Bid Section B					Application Number: 7					
Application Period: 8.22.24 - 9.19.24					Application Date: 9.20.24					
A					B	C	D	E	F	
Bid Item No.	Item Description	Contract Information			Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
		Unit	Item Quantity	Unit Price						
Bid Section A										
1	MOBILIZATION / DEMOLITION	L.S.	1	\$77,959.11	\$77,959.11	0.65	\$50,673.42			
2	REMOVE PAVEMENT	S.Y.	31	\$5.97	\$185.07	31	\$185.07	\$50,673.42	65.0%	\$27,285.69
3	REMOVE CONCRETE HEADER	L.F.	37	\$11.04	\$408.48			\$185.07	100.0%	
4	REMOVE TREE	L.S.	1	\$202,735.15	\$202,735.15	1	\$202,735.15			\$408.48
5	REMOVE EXISTING PLUG	EA.	1	\$900.95	\$900.95	1	\$900.95	\$202,735.15	100.0%	
6	7" CONCRETE PAVEMENT W/ INTEGRAL CURB	S.Y.	17552	\$57.39	\$1,007,309.28			\$900.95	100.0%	\$1,007,309.28
7	3" CONCRETE PAVEMENT	S.Y.	45	\$57.39	\$2,582.55					\$2,582.55
8	BUILD CONCRETE HEADER	L.F.	74	\$27.59	\$2,041.66					\$2,041.66
9	8" PVC SANITARY SEWER	L.F.	2215	\$36.16	\$80,094.40	2215	\$80,094.40			
10	4" PVC SANITARY SEWER SERVICE	L.F.	795	\$27.37	\$21,759.15	795	\$21,759.15	\$80,094.40	100.0%	
11	2" HDPE FORCE MAIN	L.F.	789	\$23.39	\$18,454.71	789	\$18,454.71	\$21,759.15	100.0%	
12	48" DIA. SANITARY SEWER MANHOLE, TYPE I	EA.	9	\$4,517.24	\$40,655.16	9	\$40,655.16	\$18,454.71	100.0%	
13	4" SEWER SERVICE CONNECTION	EA.	20	\$181.64	\$3,632.80	20	\$3,632.80	\$40,655.16	100.0%	
14	PACKAGED LIFT STATION	EA.	1	\$152,774.68	\$152,774.68	0.6	\$91,664.81	\$3,632.80	100.0%	
15	FLUSHING STATION	EA.	1	\$2,785.83	\$2,785.83	0.8	\$2,228.66	\$91,664.81	60.0%	\$61,109.87
16	CONNECT TO EXISTING MANHOLE	EA.	1	\$732.98	\$732.98	1	\$732.98	\$2,228.66	80.0%	\$557.17
17	8" D.I. WATER MAIN	L.F.	3818	\$54.99	\$209,951.82	3818	\$209,951.82	\$732.98	100.0%	
18	8" M.J. 45° BEND	EA.	8	\$576.62	\$4,612.96	8	\$4,612.96	\$209,951.82	100.0%	
19	8" M.J. TEE	EA.	2	\$878.00	\$1,756.00	2	\$1,756.00	\$4,612.96	100.0%	
20	8"X6" M.J. TEE	EA.	5	\$790.01	\$3,950.05	5	\$3,950.05	\$1,756.00	100.0%	
21	8" M.J. SLEEVE	EA.	2	\$522.90	\$1,045.80	2	\$1,045.80	\$3,950.05	100.0%	
22	8" GATE VALVE W/ BOX	EA.	7	\$2,355.93	\$16,491.51	7	\$16,491.51	\$1,045.80	100.0%	
23	8" TAPPING TEE WITH VALVE	EA.	1	\$4,386.09	\$4,386.09	1	\$4,386.09	\$16,491.51	100.0%	
24	8"X6" M.J. REDUCER	EA.	1	\$407.01	\$407.01	1	\$407.01	\$4,386.09	100.0%	
25	FIRE HYDRANT ASSEMBLY W/ AUX. VALVE	EA.	6	\$6,510.73	\$39,064.38	6	\$39,064.38	\$407.01	100.0%	
26	1" WATER SERVICE TUBING	L.F.	1110	\$15.80	\$17,538.00	1110	\$17,538.00	\$39,064.38	100.0%	
27	WATER SERVICE CONNECTION	EA.	21	\$1,115.24	\$23,420.04	21	\$23,420.04	\$17,538.00	100.0%	
28	TRACER WIRE TEST BOX	EA.	3	\$300.46	\$901.38			\$23,420.04	100.0%	
29	36" STORM SEWER PIPE	L.F.	1568	\$94.36	\$147,956.48	1477	\$139,369.72	\$901.38		\$901.38
30	24" STORM SEWER PIPE	L.F.	701	\$50.58	\$35,456.58			\$6,228.04	98.4%	\$2,358.72
31	18" STORM SEWER PIPE	L.F.	1135	\$33.78	\$38,340.30	61	\$2,060.58	\$24,016.26	67.7%	\$11,440.32
32	36" FLARED-END SECTION (RC)	EA.	1	\$1,555.47	\$1,555.47	1	\$1,555.47	\$23,713.92	67.2%	\$12,565.80
33	18" FLARED-END SECTION (RC)	EA.	2	\$812.71	\$1,625.42			\$1,555.47	100.0%	
34	STORM JUNCTION BOX	EA.	5	\$6,477.22	\$32,386.10	3	\$19,431.66			\$1,625.42
35	CURB INLET	EA.	10	\$3,947.66	\$39,476.60			\$2,640.00	68.2%	\$10,314.44
								\$3,250.00	8.2%	\$36,226.60

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract): Bid Section A and Bid Section B						Application Number: 7				
Application Period: 8.22.24 - 9.19.24						Application Date: 9.20.24				
A				B	C	D	E	F		
Bid Item No.	Item Description	Contract Information			Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
		Unit	Item Quantity	Unit Price						
36	AREA INLET	EA.	2	\$5,329.66	\$10,659.32					
37	RIP RAP	TN.	13.6	\$50.21	\$682.86			\$4,442.00	\$4,442.00	41.7%
38	EARTHWORK	L.S.	1	\$324,902.88	\$324,902.88	0.65	\$211,186.87		\$211,186.87	65.0%
39	SUBGRADE PREP	S.Y.	17852	\$1.79	\$31,955.08					\$31,955.08
40	GRAVEL SURFACING	TN.	354	\$32.56	\$11,526.24					\$11,526.24
41	DEWATERING	L.S.	1	\$230,694.52	\$230,694.52	1	\$230,694.52		\$230,694.52	100.0%
42	EROSION CONTROL	L.S.	1	\$9,932.59	\$9,932.59					\$9,932.59
43	SILT FENCE	L.F.	2032	\$4.97	\$10,099.04	1350	\$6,709.50		\$6,709.50	66.4%
44	SEEDING	AC.	37	\$1,655.43	\$61,250.91					\$61,250.91
45	CONSTRUCTION ENTRANCE	EA.	1	\$3,862.67	\$3,862.67					\$3,862.67
46	RELOCATE GAS LINE	L.S.	1	\$147,921.33	\$147,921.33	1	\$147,921.33		\$147,921.33	100.0%
Total of All Unit Price Bid Items for Bid Section A					\$3,078,821.39		\$1,595,270.58	\$64,290.22	\$1,659,560.80	
Bid Section B										
1	MOBILIZATION / DEMOLITION	L.S.	1	\$49,744.99	\$49,744.99	0.25	\$12,436.25		\$12,436.25	25.0%
2	REMOVE CONCRETE PAVEMENT	S.Y.	81	\$5.97	\$483.57					\$483.57
3	REMOVE ASPHALT PAVEMENT	S.Y.	265	\$5.97	\$1,582.05					\$1,582.05
4	REMOVE STRUCTURE	EA.	1	\$2,759.05	\$2,759.05					\$2,759.05
5	REMOVE TREE	EA.	2	\$1,931.34	\$3,862.68					\$3,862.68
6	REMOVE & RESET SIGN	EA.	3	\$331.09	\$993.27					\$993.27
7	BUILD 10" DOWELED CONCRETE PAVEMENT	S.Y.	975	\$83.88	\$81,783.00					\$81,783.00
8	18" REINFORCED CONCRETE STORM SEWER PIPE	L.F.	8	\$45.48	\$363.84					\$363.84
9	BUILD CURB INLET	EA.	1	\$5,064.68	\$5,064.68					\$5,064.68
10	BUILD STORM MANHOLE	EA.	1	\$4,595.82	\$4,595.82					\$4,595.82
11	ADJUST MANHOLE TO GRADE	EA.	2	\$1,103.62	\$2,207.24					\$2,207.24
12	TRAFFIC CONTROL	L.S.	1	\$6,897.63	\$6,897.63	0.5	\$3,448.82		\$3,448.82	50.0%
13	5" YELLOW, WET REFLECTIVE POLYUREA	L.F.	2284	\$2.48	\$5,664.32					\$5,664.32
14	5" WHITE, WET REFLECTIVE POLYUREA	L.F.	790	\$2.48	\$1,959.20					\$1,959.20
15	12" YELLOW, WET REFLECTIVE POLYUREA	L.F.	64	\$9.10	\$582.40					\$582.40
16	LED STREET LIGHT/BREAKAWAY BASE POLE ASSEMBLY	EA.	3	\$6,069.91	\$18,209.73					\$18,209.73
17	REMOVAL EXISTING STREET LIGHT	EA.	1	\$772.53	\$772.53					\$772.53
18	RELOCATION OF EXISTING STREET LIGHT	EA.	1	\$2,317.61	\$2,317.61					\$2,317.61
19	POLE CONCRETE FOUNDATION	EA.	4	\$1,489.89	\$5,959.56					\$5,959.56
20	#12 CU. POLE AND BRACKET	L.F.	400	\$0.55	\$220.00					\$220.00
21	#6 600V THWN STRANDED CU.	L.F.	2340	\$2.21	\$5,171.40					\$5,171.40
22	1-1/2" SCHED 40 PVC TRENCHED	L.F.	630	\$7.73	\$4,869.90					\$4,869.90
23	1-1/2" SCHED 40 PVC BORED	L.F.	150	\$27.59	\$4,138.50					\$4,138.50

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract): Bid Section A and Bid Section B						Application Number: 7					
Application Period: 8.22.24 - 9.19.24						Application Date: 9.20.24					
A						B	C	D	E	F	
Item		Contract Information				Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
Bid Item No.	Description	Unit	Item Quantity	Unit Price	Total Value of Item (\$)						
24	EARTHWORK	L.S.	1	\$7,173.54	\$7,173.54					\$7,173.54	
25	SUBGRADE PREP	S.Y.	1142	\$1.79	\$2,044.18					\$2,044.18	
26	4" FOUNDATION COURSE	S.Y.	1142	\$8.78	\$10,026.76					\$10,026.76	
27	EROSION CONTROL	L.S.	1	\$6,069.91	\$6,069.91					\$6,069.91	
28	SEEDING	AC.	0.45	\$4,414.49	\$1,986.52					\$1,986.52	
Total of All Unit Price Bid Items for Bid Section B					\$237,503.88	\$15,885.06		\$15,885.06	6.7%	\$221,618.82	
Totals					\$3,316,325.27	\$1,611,155.64	\$64,290.22	\$1,675,445.86	50.5%	\$1,640,879.41	

Stored Material Summary

Contractor's Application

For (Contract):		Bid Section A and Bid Section B			Application Number:		7				
Application Period:		8.22.24 - 9.19.24			Application Date:		9.20.24				
Bid Item No.	Supplier Invoice No.	Submittal No. (with Specification Section No.)	Storage Location	Description of Materials or Equipment Stored	D		E	Subtotal Amount Completed and Stored to Date (D + E)	F		G
					Date Placed into Storage (Month/Year)	Amount (\$)			Date (Month/Year)	Amount (\$)	
29	100277 02		Onsite	36" Storm Sewer Pipe	6/2024	\$107,313.92		\$107,313.92	7/2024	\$101,085.88	\$6,228.04
30	100277 02		Onsite	24" Storm Sewer Pipe	6/2024	\$24,016.26		\$24,016.26			\$24,016.26
31	100277 02		Onsite	18" Storm Sewer Pipe	6/2024	\$25,060.80		\$25,060.80	7/2024	\$1,346.88	\$23,713.92
17	100277 02		Onsite	8" DIP	6/2024	\$125,230.40		\$125,230.40	8/2024	\$125,230.40	
9	100277 01		Onsite	8" SDR 35	6/2024		\$19,580.60	\$19,580.60	8/2024	\$19,580.60	
12	100277 01		Onsite	1030 Ring and Cover	6/2024		\$5,508.00	\$5,508.00	8/2024	\$5,508.00	
22	100277 01		Onsite	8" Gate Valve	6/2024		\$10,164.00	\$10,164.00	8/2024	\$10,164.00	
23	100277 01		Onsite	8" Tapping Tee w/valve	6/2024		\$2,325.00	\$2,325.00	8/2024	\$2,325.00	
25	100277 01		Onsite	Fire Hydrant	6/2024		\$18,990.00	\$18,990.00	8/2024	\$18,990.00	
25	100277 01		Onsite	6" Gate Valve	6/2024		\$5,538.00	\$5,538.00	8/2024	\$5,538.00	
26	100277 01		Warehouse	1" Copper Tube	6/2024		\$7,481.00	\$7,481.00	9/2024	\$7,481.00	
27	100277 01		Onsite	1" Saddle	6/2024		\$2,478.00	\$2,478.00	9/2024	\$2,478.00	
27	100277 01		Onsite	1" Corp	6/2024		\$1,995.00	\$1,995.00	9/2024	\$1,995.00	
27	100277 01		Onsite	1" Curb Stop	6/2024		\$1,395.00	\$1,395.00	9/2024	\$1,395.00	
27	100277 01		Onsite	Stop Box's	6/2024		\$1,449.00	\$1,449.00	9/2024	\$1,449.00	
34	100277 01		Onsite	1054 Ring and Cover	6/2024		\$2,640.00	\$2,640.00			\$2,640.00
35	100277 01		Onsite	1706 Ring and Cover	6/2024		\$3,250.00	\$3,250.00			\$3,250.00
36	100277 01		Onsite	2126 Catch Basin Inlet	6/2024		\$4,442.00	\$4,442.00			\$4,442.00
Totals						\$281,621.38	\$87,235.60	\$368,856.98		\$304,566.76	\$64,290.22

Connie Beck

From: Brian Friedrichsen <bfriedrichsen@olsson.com>
Sent: Tuesday, September 24, 2024 4:21 PM
To: Connie Beck; stpauldevcorp@gmail.com
Cc: Matt Helzer
Subject: St. Paul Middle Loup River Subdivision - Pay App #7
Attachments: 24-09-20 SDN Certificate of Payment No. 7.pdf

Connie/Parker,

Attached please find Elsbury's pay app #7 for your review and approval at the next available council meeting. This pay app covers the remainder of the gravity sanitary sewer work, the remainder of the water main work, some additional storm sewer work, and the beginning of the Highway 281 work. If there are any questions and if you would like me to attend the meeting to answer any of the councils questions, please let me know.

Thanks,

Brian J. Friedrichsen, PE

Project Engineer / Civil

D 308.398.2946

C 308.750.4326

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



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Elsbury Construction LLC
Transfer of Funds RE: Pay Request #7
in the amount of \$250,115.58

Street (72%) = \$180,083.22 Expense: 21-70-160 (ICS #103349: G.L. #11205)
Revenue: 21-420 (Checking #100027: G.L. #11100)

Water (14%) = \$ 35,016.18 Expense: 02-70-160 (ICS #103225: G.L. #11205)
Revenue: 02-420 (Checking #100027: G.L. #11100)

Sewer (14%) = \$ 35,016.18 Expense: 03-70-160 (ICS #103241: G.L. #11205)
Revenue: 03-420 (Checking #100027: G.L. #11100)

Thank You.

Connie Jo Beck, City Clerk/Deputy Treasurer

Connie Beck

From: Jarred Meyer <jmeyer@jeo.com>
Sent: Monday, September 30, 2024 7:39 AM
To: Connie Beck
Cc: Andrew Wilshusen
Subject: St Paul Fire Station
Attachments: CCR 002 - 4th Street R&R.pdf

Connie -

Bierman reached out with the attached potential Change Order request. There are a couple of panels in the street adjacent to the approach drive apron for the Fire Station that have cracks and settling. The provided a couple options in the attached pdf

- If the panel(s) are left in place, they will do their best to match the street elevations. There may be some differential between the apron and the street due to this.
- **One option** is to remove & replace a panel that is approximately 15'8"x8' wide. This is shown via the yellow highlighted notation on the pdf.
- **Option 2** would be to remove & replace an approximately 180'x8' section of the street in front of the apron.

Can you please review with the City Council and Streets department to see if they wish to proceed with any of these options. We are not sure if the City has any future plans for replacing or resurfacing this street.

Thanks

Jarred Meyer, Associate AIA, LEED AP BD+C | *Architectural Project Coordinator*

o: 402.474.8752 | m: 402.239.5383 | e: jmeyer@jeo.com
JEO Consulting Group | 2000 Q St Ste 500 | Lincoln, NE 68503



Contractor Change Request

Date: September 20, 2024

Project No: 24-023

Project: St. Paul Fire & Rescue
1022 4th Street
St. Paul, NE 68873

Contractor Change Request Number: 002

Description: 4th Street paving remove and replace

Bierman Contracting, Inc. (BCI) is providing the following cost for Contractor Change Request No. 002
See attached sketch for reference.

Option #1

Removing and replacing (1) panel of 4th street paving. There is (1) panel that is particularly bad. There is crack with approximately 1" of height differential. It is noticeably interfering with flow line on the street where the new approach will tie into 4th street.

Description	Quantity	Material	Total Material	Labor	Total Labor	Total
Concrete remove and replace - See Bigzby quote	1 LS		\$ -		\$ -	\$ 2,616
Tie bar material	16 EA	\$ 5.00 EA	\$ 80		\$ -	\$ 80
Joint sealant	32 LF	\$ 1.00 LF	\$ 32	\$ 2.00 LF	\$ 64	\$ 96
			\$ -		\$ -	\$ -
				Overhead and Profit	10%	\$ 280
				Total of option #1		\$ 3,072

Option #2

Removing and replacing the entire length of the east paving panel that will be adjacent to the new approach. So in lieu of having a 2' street lug, the entire first panel which is approximately 8' wide would be replaced and placed integral with the drop curb. There are some concerns with how a 2' wide lug / drop curb will hold up with fire department traffic, the existing condition of that street panel, and flow line.

Description	Quantity	Material	Total Material	Labor	Total Labor	Total
Concrete remove and replace - See Bigzby quote	1 LS		\$ -		\$ -	\$ 17,595
Tie bar material	74 EA	\$ 5.00 EA	\$ 370		\$ -	\$ 370
Joint sealant	104 LF	\$ 1.00 LF	\$ 104	\$ 2.00 LF	\$ 208	\$ 312
			\$ -		\$ -	\$ -
				Overhead and Profit	10%	\$ 1,828
				Total of option #2		\$ 20,105

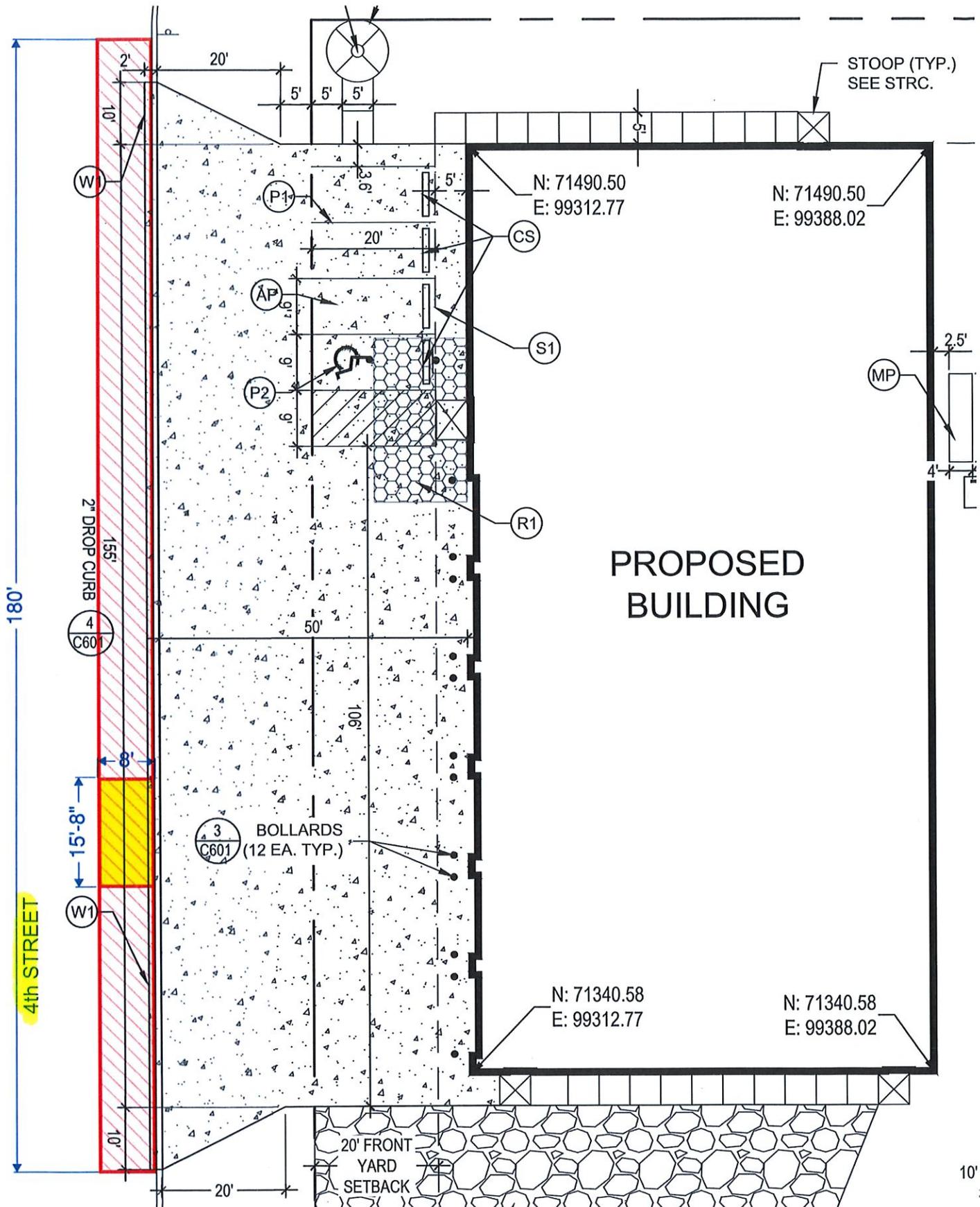
If accepted we would request contract time be increased by

0 Days

Respectfully Submitted,

Matt Heavian

By



Bigzbys Concrete

121 Kaufman Ave
Grand Island NE 68803

Estimate

Date	Estimate #
9/19/2024	4141

Name / Address
BIERMAN CONSTRUCTING 303 E 6TH ST PO BOX 2414 KEARNEY NE 68848

Ship To
ST PAUL FIRE STATION ADDITIONAL REMOVAL AND REPLACE

Terms
Net 30

Option #1

Item	Description	Qty	Rate	Total
SAW CUT	OPTION 1 REMOVE AND REPLACE PANEL 32 FEET OF SAW CUTTING	126	10.00	1,260.00
TEAR OUT	TEAR OUT CONCRETE AND HAUL IT AWAY	126	3.25	409.50
PAVING	PLACED 8" PAVING	126	7.51	946.26
	EXEMPTIONS THE SAME AS THE BASE BID			
			Total	\$2,615.76

Signature _____

Phone #
308-675-1769

E-mail
bigzbysconcrete@yahoo.com

Bigzbys Concrete

121 Kaufman Ave
Grand Island NE 68803

Estimate

Date	Estimate #
9/19/2024	4142

Name / Address
BIERMAN CONSTRUCTING 303 E 6TH ST PO BOX 2414 KEARNEY NE 68848

Ship To
ST PAUL FIRE STATION ADDITIONAL REMOVAL AND REPLACE OPTION 2

Terms
Net 30

Option #2

Item	Description	Qty	Rate	Total
SAW CUT	OPTION 2 REMOVE AND REPLACE PANEL 210 FEET OF SAW CUTTING	210	10.00	2,100.00
TEAR OUT	TEAR OUT CONCRETE AND HAUL IT AWAY	1,440	3.25	4,680.00
PAVING	PLACED 8" PAVING	1,440	7.51	10,814.40
	EXEMPTIONS THE SAME AS THE BASE BID			
			Total	\$17,594.40

Signature _____

Phone #
308-675-1769

E-mail
bigzbysconcrete@yahoo.com

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

Monday, September 16, 2024

A meeting of the Community Development Agency (CDA) and the City Council of the City of St. Paul, Nebraska was held at City Hall in said City on Monday, September 16, 2024 at 6:30 p.m. Present were Mayor Mike Feeken and Councilmembers: Katie Kowalski, Chuck Schmid, Bill Peters and Brian Sack 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) 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 Mike Feeken opened the Community Development Agency (CDA) 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 Feeken opened the Community Development Agency (CDA) public hearing at 6:31 p.m. to obtain public comment prior to the review and consideration of a proposed amendment to the Redevelopment Plan for a specific redevelopment project on property located at 1517 2nd Street in St. Paul, NE and more legally described as: Lots 1-6, Block 34, Original Town of St. Paul, Howard County, NE, including that portion of alley within Block 34, vacated by the City of St. Paul, NE in Ordinance #386, recorded September 14, 1966, in Miscellaneous Book 26, Page 385.

Blake Schwartz (St. Paul Grocery Store) stated that the building planning process of the grocery store has been a long time coming and the new facility will better serve the St. Paul community.

Mayor Feeken opened the public comment period at 6:32 p.m. regarding an amendment to the Redevelopment Plan and Cost Benefit Analysis regarding 1517 2nd Street, St. Paul, NE.

After hearing no comments, Mayor Feeken closed the public comment period at 6:33 p.m.

Council member Schmid moved to approve Resolution 2024-17, the Community Development Agency (CDA) of the City of St. Paul, NE recommending approval and adopting an amendment to the Redevelopment Plan and Cost Benefit Analysis of the City of St. Paul regarding the Hometown Market Redevelopment project. Council member Peters seconded the motion. Council members Kowalski, Schmid, Peters & Sack voted aye, nays none. Motion carried 4/0.

Council member Schmid moved to approve Resolution 2024-18, authorizing and approving a Redevelopment Agreement for the Hometown Market redevelopment project utilizing Tax Increment Financing (TIF); and taking other actions required or permitted under the Community

Development Law. Council member Sack seconded the motion. Council members Kowalski, Schmid, Peters & Sack voted aye, nays none. Motion carried 4/0.

The City Planning Commission held its public hearing on Monday, September 9, 2024, regarding the Hometown Market Redevelopment project.

Mayor Feeken adjourned the Community Development Agency (CDA) meeting and opened the Regular Council meeting at 6:35 p.m., 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 and 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 has "Questions or Concerns" in regards to the City, they need to be submitted in writing to the City of St. Paul, so that it can be addressed appropriately. These forms are available online, in a file folder on the back wall of the Council Chambers or at the City Office.

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

Mayor Feeken opened the City Council public hearing and public comment period at 6:37 p.m. to obtain public comment prior to the review and consideration of a proposed amendment to the Redevelopment Plan for a specific redevelopment project on property located at 1517 2nd Street in St. Paul, NE and more legally described as: Lots 1-6, Block 34, Original Town of St. Paul, Howard County, NE, including that portion of alley within Block 34, vacated by the City of St. Paul, NE in Ordinance #386, recorded September 14, 1966, in Miscellaneous Book 26, Page 385.

Mayor Feeken closed the public comment period at 6:38 p.m.

Council member Schmid moved to approve Resolution 2024-19, approving an amendment to the Redevelopment Plan for the City of St. Paul, NE, including the specific Redevelopment project. The Redevelopment Plan amendment includes the Hometown Market Redevelopment Project (the "Project") that will utilize Tax Increment Financing (TIF) pursuant to Neb. Rev. Stat. 18-2147. Council member Kowalski seconded the motion. Council members Kowalski, Schmid, Peters & Sack voted aye, nays none. Motion carried 4/0.

Council member Kowalski moved to approve Resolution 2024-20, of the City Council of the City of St. Paul, NE, approving the form of the Redevelopment Agreement on behalf of the City and authorizing the Community Development Agency (CDA) of the City of St. Paul, NE to enter into said agreement and issue Tax Increment Financing (TIF) indebtedness for the Redevelopment Hometown Market project. Council member Schmid seconded the motion. Council members Kowalski, Schmid, Peters & Sack voted aye, nays none. Motion carried 4/0.

Council member Schmid moved to approve the Redevelopment Agreement regarding the Hometown Market project. Council member Peters seconded the motion. Council members Kowalski, Schmid, Peters & Sack voted aye, nays none. Motion carried 4/0. Mr. Schwartz stated that the ground breaking will begin late winter or early spring depending on the weather. Mayor Feeken voiced that Mr. Schwartz reimbursed the City for the Cline Williams TIF invoice.

A brief discussion ensued regarding proposed changes to the City Municipal Code - Section 3-308: ELECTRIC SERVICE AND EXTENSIONS. One (1) change was noted in the Electrical Municipal Code: Section 3-308-6.1: Street Lighting in New Developments within the Corporate Limits. The change consisted of the City absorbing the cost of the general street lighting in new developments. The electrical ordinance will be considered on Monday, October 7, 2024.

The next item on the agenda was the discussion regarding an "unsafe building" at 108 Howard Avenue, St. Paul, NE that is owned by Todd and Michelle Padrnos. Chief of Police Howard was instructed to contact several structural engineers to inspect the apartment complex. Chief of Police Howard stated that the City should be utilizing the City Engineer regarding the information he received.

Todd Padrnos was in attendance with Attorney Mitchell Stehlik, 724 W. Koenig Street, Grand Island, NE 68801. Attorney Stehlik stated that if there wasn't any action taken tonight, then he didn't have anything to disclose at this time. Attorney Stehlik did state that he was assisting Mr. Padrnos on addressing some of the issues and financing pertaining to the apartment complex. It was unanimously decided by the Mayor and City Council to have the City Attorney (Jason White) and Todd Padrnos's Attorney (Mitchell Stehlik) have a conversation regarding the "unsafe building" issue. Chief of Police Howard will contact City Attorney White regarding the matter. Council member Kowalski requested a report for Monday, October 7, 2024 regarding the Attorney's discussion.

Jerry Woodgate questioned the Padrno's "unsafe building" Municipal Code process.

Council member Kowalski moved to approve the Consent Agenda Items: (1) Treasurer's Report August 2024; (2) Minutes regarding September 3, 2024 (regular); and September 5, 2024 (special); (3) Disbursements September 16, 2024; and (4) Zoning Minutes September 9, 2024. Council member Schmid seconded the motion. Council members Kowalski, Schmid, Peters & Sack voted aye, nays none. Motion carried 4/0.

Disbursements September 16, 2024

Amazon Capital Svcs (books, supplies)	1890.93
American Legal Publishing (publish)	500.00
Aurora Cooperative (fuel)	1432.32
Banyon Data Systems (software)	490.00
Berndt's Welding (service)	3568.26
Black Hills Energy (natural gas)	561.29
Bound to Stay Bound (supplies)	1611.28
Central Community College (education)	2440.00
Charter/Spectrum (service)	184.96
City Lights (utilities)	9444.04

Clearly (telephone)	195.04
Cline Williams (legal fees)	7159.50
Consumer Deposit: Sydzyik (rental deposit)	250.00
Custer County Recycling (service)	30.20
Demco (supplies)	435.91
Eakes Office (supplies)	683.23
Elan Financial (postage, supplies, fees, education, car wash)	1482.62
First Concord (service)	112.00
Gumdrop Books (books)	512.05
Hamilton Information Svcs (service)	1568.50
Heartland Disposal (service)	5887.50
Heritage Bank: Utility Bill ACH Fee (fee)	25.00
Homestead Bank (fee)	45.80
Homestead Bank (MPE Wire Fee Robotic Camera) (wire fee)	8.00
Hometown Market (supplies)	59.62
Howard Co. Register of Deeds (fee)	10.00
Howard Greeley RPPD (utilities)	169085.90
Hydraulic Equipment (service)	1062.50
Jarecke Motors (service)	82.02
Jim's Champlin (fuel)	2935.25
JK Energy Consultants (service)	592.50
John Deere Financial (supplies)	219.80
LARM (insurance)	32.61
Marlow, Annice (education)	1470.00
Menards (supplies)	95.88
MicroMarketing LLC (books)	575.91
Mid-Nebraska Disposal (service)	4804.00
Mobile Power Equipment LLC (MPE): Sewer Robotic (mach/equip) Camera System (went through by wire)	2299.00
MR Cleaning Service (service)	522.16
NE Dept of Revenue: Sales & Use Tax Form 10 (tax)	16499.11
NSG Logistics (supplies)	1970.78
One Call Concepts (service)	47.08
Open Caret (service)	200.00
Overland Ready Mixed (concrete)	363.84
Parts Bin (supplies)	151.50
Phonograph Herald (publish)	1107.75
PSSI Pest Mgmt (service)	145.81
Quick Med Claims (service)	654.83
Sample, Mathew (reimb)	11.93
Schmid, Charles (reimb)	150.00
Sherwin Williams (supplies)	207.24
SiteOne Landscape (supplies)	1688.74

Smith Welding (supplies)	144.84
St Paul Rural Fire (reimb)	24641.14
Triple T Disposal (service)	295.00
US Post Office (postage)	525.00
Wesco (supplies)	21975.13

Non-General Disbursements

Fire Station Construction Ckg to General ICS (August transfer) (Pledging of funds)	300000.00
General ICS to Fire Station Construction (September transfer) (Pledging of funds)	300000.00
ICS Transfers: City of St. Paul: Pay Elsbury Construction (transfer) Draw #6 from Street; Water; & Sewer Ck #32009	265942.40
Fire Station Construction: Bierman Contracting Inc (construction) (Draw #3)	166199.65
Sales Tax: Cline Williams: Middle Loup River Subd (legal fees)	217.50
Police Transfer #504860 to #100027: 23-24 Budget Overage (transfer)	15500.00

Council member Schmid moved to approve Bierman Contracting, Inc. (Fire Station Construction) Pay Request #3 in the amount of \$166,199.65 regarding the foundation and re-enforcement of site utilities. Council member Sack seconded the motion. Council members Kowalski, Schmid, Peters & Sack voted aye, nays none. Motion carried 4/0.

Council member Sack moved to approve Resolution 2024-21, City of St. Paul revised "Fee Schedule" effective October 1, 2024. Council member Peters seconded the motion. Council members Kowalski, Schmid, Peters & Sack voted aye, nays none. Motion carried 4/0.

Utility Superintendent Matt Helzer stated that rain water is getting into the St. Paul Public Library on the west side of the building. A bid was received by Matt McCarty to remedy the situation. Council member Sack moved to approve McCarty Construction (Matt) concrete bid in the amount of \$4,750; this doesn't include sprinkler work. Council member Peters seconded the motion. Council members Kowalski, Schmid, Peters & Sack voted aye, nays none. Motion carried 4/0. Funds will be disbursed from the Library Maintenance Insured Cash Sweep (ICS) account to absorb the cost of the project. The City is requesting a written letter from the St. Paul Public School to encroach on school ground when working on the project.

St. Paul Development Corp. Executive Director Parker Klingensmith was in attendance to discuss the Middle Loup River Subdivision lot pricing buy down calculation. The calculation is based on the tax levy, interest rate and the valuation increment amount for the next 15 years. The buy-down calculation consists of "for every \$50,000 of valuation the lot price would decrease approximately \$10,000." The calculation was approved by City TIF Attorney Andrew Willis. The Mayor and Council members agreed to follow the TIF buy-down calculation formula. Mayor Feecken stated that if the levy rate changes, then the formula may need to be reviewed again.

Mr. Klingensmith also stated that the Homestead Bank billboard sign will be utilized to display the lots for the Middle Loup River Subdivision.

There was a brief discussion regarding the appointment of Brian Friedrichsen as the City of St. Paul Street Superintendent and City Engineer. The appointment will be made at the first meeting in December 2024. Mr. Friedrichsen has received his "Class A" Street Superintendent license; this was disclosed at the Council meeting on Tuesday, September 3, 2024.

Chief of Police Howard was in attendance to discuss the demolition of a home located at 1122 7th Street, St. Paul, NE; Brad Lassen (owner). The home was destroyed by a house fire on January 14, 2024; utilities were turned off per the owner. Chief of Police Howard was concerned that neighborhood kids were entering the home. The home is placed on a substandard lot (44' x 132'). Chief of Police Howard and St. Paul Development Corp (SPDC) Executive Director Parker Klingensmith will contact Brad Lassen regarding the intentions of the home. The item will be placed back on the agenda for Monday, October 7, 2024.

Utilities Superintendent Helzer updates: (1) the "N" Welcome Sign to be erected on the north side of St. Paul; and (2) BIG IRON City auction item earnings.

Chief of Police Howard updates: (1) the 2016 Chevy Impala current bid is \$1,950; October 8, 2024 is last day of bidding; (2) Officer Matthew Sample has been released from Workman's Compensation and Field Training; (3) removal of wiring and equipment from Howard County Sheriff Dept. vehicles regarding dash camera's; this will be in lieu of payment for the wiring. This will save the St. Paul Police Dept. \$1,200; and (4) three (3) City Police Officer's will be attending the POAN Conference in Kearney, NE in October 2024.

Mayor Mike Feeken updates: Middle Loup River Subdivision Construction Progress meeting will be held on Thursday, September 19, 2024, at 1:30 p.m. at City Hall.

Mayor Feeken adjourned the City Council meeting at 7:26 p.m.

Date

Mike Feeken, Mayor

Connie Jo Beck, City Clerk/Deputy Treasurer



City of St Paul
Special Council Minutes

Middle Loup River Subdivision Progress Meeting

Thursday, September 19, 2024 at 1:30 p.m.

A special meeting of the Mayor and City Council of the City of St. Paul, Nebraska was held at City Hall in said City on Thursday, September 19, 2024 at 1:30 p.m. Present were: Councilmembers: Katie Kowalski, Chuck Schmid and Bill Peters. Absent: Mayor Mike Feeken and Council member Brian Sack.

Council President Schmid opened the special meeting at 1:30 p.m., with announcing that the City of St. Paul abides by the Open Meetings Act, which is posted at the west wall of the Council Chambers as required by Nebraska State Law §84-1407 through §84-1414. Notice of the meeting was posted in four (4) public places. Notice of this meeting was communicated in the advance notice. All proceeds thereafter shown were taken while the convened meeting was opened to the attendance of the public.

Also in an attendance were: Brian Friedrichsen (Olsson); Austin Helzer (Olsson); City of St. Paul representatives: Mathew Helzer, Utilities Superintendent; James Summers, Electric Commissioner; Matt Elsbury, Elsbury Construction, LLC; Kevin Christensen, NE Dept. of Transportation (NDOT); Ryan Roberts, Mid-Nebraska Land Development; and Parker Klingensmith, St. Paul Development Corp. Executive Director.

A sign-in sheet was provided by Olsson's regarding the attendance of the special meeting.

The purpose of the meeting was regarding a Middle Loup River Subdivision progress meeting. Topics of discussion were: (1) Project status: tree removal; site grading; gas line lowering; Utilities: storm sewer, sanitary sewer, water, paving and the NE Dept. of Transportation (NDOT) construction; (2) Construction Schedule/Shop Drawings; (3) Pay Request #7; and (4) Miscellaneous items: Status on Schmidt property and Contractor, Economic Development or City of St. Paul questions.

The next Middle Loup River Subdivision progress meeting is scheduled for Thursday, October 17, 2024 at 1:30 p.m.

Council President Schmid adjourned the Special Council meeting at 1:47 p.m.

DATE: September 19, 2024

Charles "Chuck" Schmid, Council President



Laura Berthelsen, Deputy City Clerk

St. Paul Planning Commission
September 30, 2024
Meeting Minutes

A meeting of the St. Paul Planning Commission was convened in open and public session on the 30th day of September, 2024 in the Council Chambers at the City office, 704 6th Street, St. Paul, Nebraska.

Commission member Becker called the meeting to order at 12:05 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: Connie Becker, Arvilla Jacobs, and Tony Walch. Commission member absent: Tyler Solko and Dan Scheer. Also present Zoning Administrator Matt Helzer, Laura Berthelsen (minutes).

Commission member Walch moved to approve the September 9, 2024 meeting minutes. Commission member Jacobs seconded the motion. Commission members Becker, Jacobs, and Walch voted aye, nays none. Motion carried 3/0.

Commission member Walch moved to approve the following zoning permits:

- (a) 2024-29 Larry & Rhonda Lange – covered porch at 1302 Paul Street
- (b) 2024-30 Jason & Lisa Porter – shed at 324 Jackson Street

Commission member Jacobs seconded the motion. Commission members Becker, Jacobs, and Walch voted aye, nays none. Motion carried 3/0.

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

Sincerely,

Matthew T. Helzer
Zoning Administrator

Connie Becker
Acting Chairman

Laura Berthelsen
Planning Secretary

Zoning Classification R-2 Value \$ 3000 PERMIT NUMBER 2024-29
 Please call 811 before completing form FEE \$25.00 CASH CHECK# paid 9/17/24

APPLICATION FOR A RESIDENTIAL ZONING PERMIT

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

Property Owner Larry + Rhonda Lange Contractor Daltyn Rother
 Address 1302 Paul Str. Address 506437 99th Road
 City, State, Zip St. Paul, NE 68873 Phone Number 10 Wolbach, NE 68882
 Phone Number (308) 383-1214 Cell Phone 308-754-3372

Complete Legal Description of the Property 5 1/2 E 1/2 and S 15' N 1/2 E 1/2 of Lot 15 Aleshire's Sub St. Paul
 Address of Construction Site 1302 Paul Str. St. Paul, NE 68873
 (If none, one must be registered with City of St. Paul) In the Flood plain? NO

Proposed Structure Covered Open Porch Dimension of Structure 8' x 24' Wood Structure
 Distance from Front Property Line South 34' Distance from Rear Property Line 78'
 Distance from Side Property Line East 7' Distance from Second Side Line West 72'

Is there a utility easement on any side of the property? NO
 Approximately when will construction Start Oct 2024 Finish Nov 2024

Contact Utility Superintendent at (308) 754-4483 regarding Set-Back Inspection. Matt Helzer Date of visit 9-17-24
 (Matt Helzer's signature)

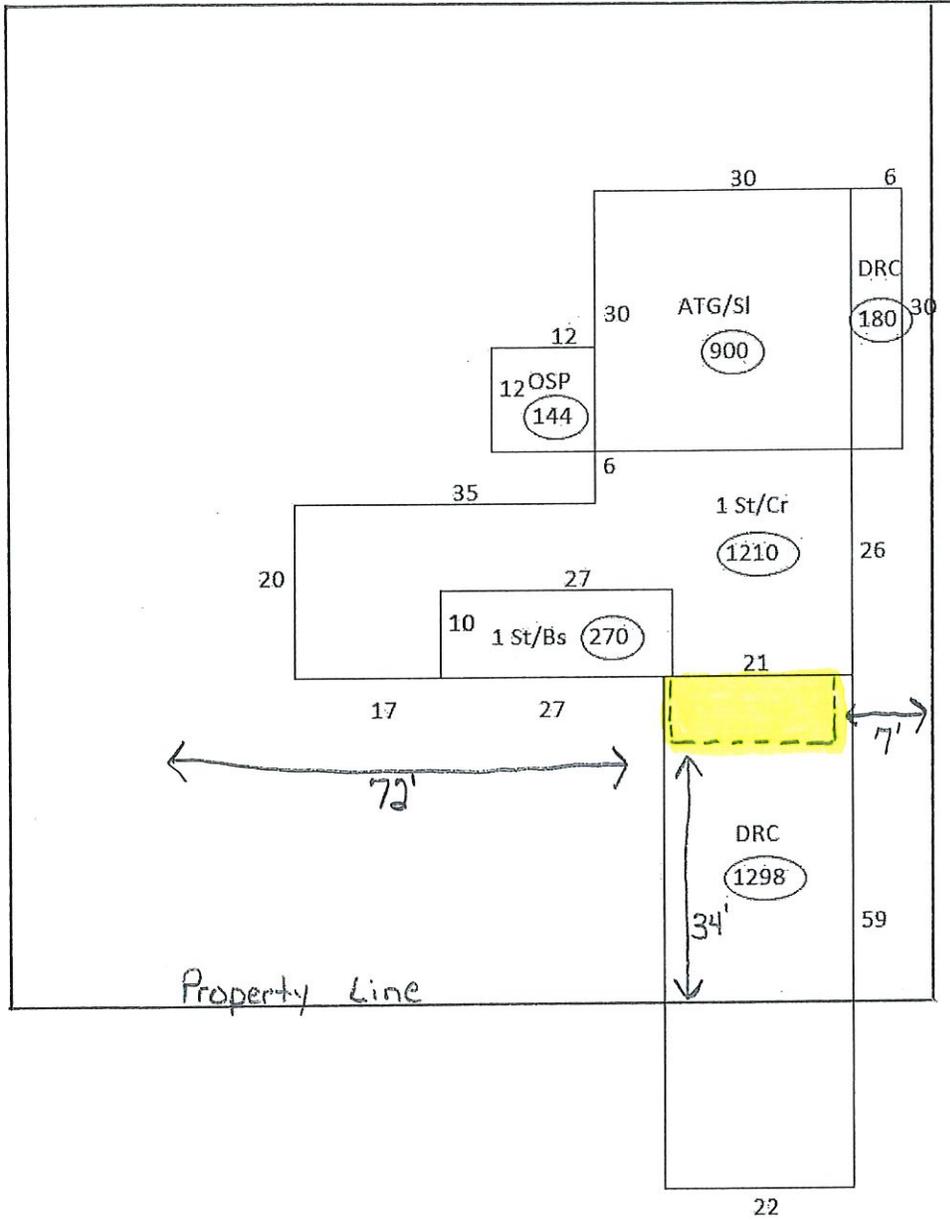
Recommendations needed before approval: _____

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

For Office Use Only:

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

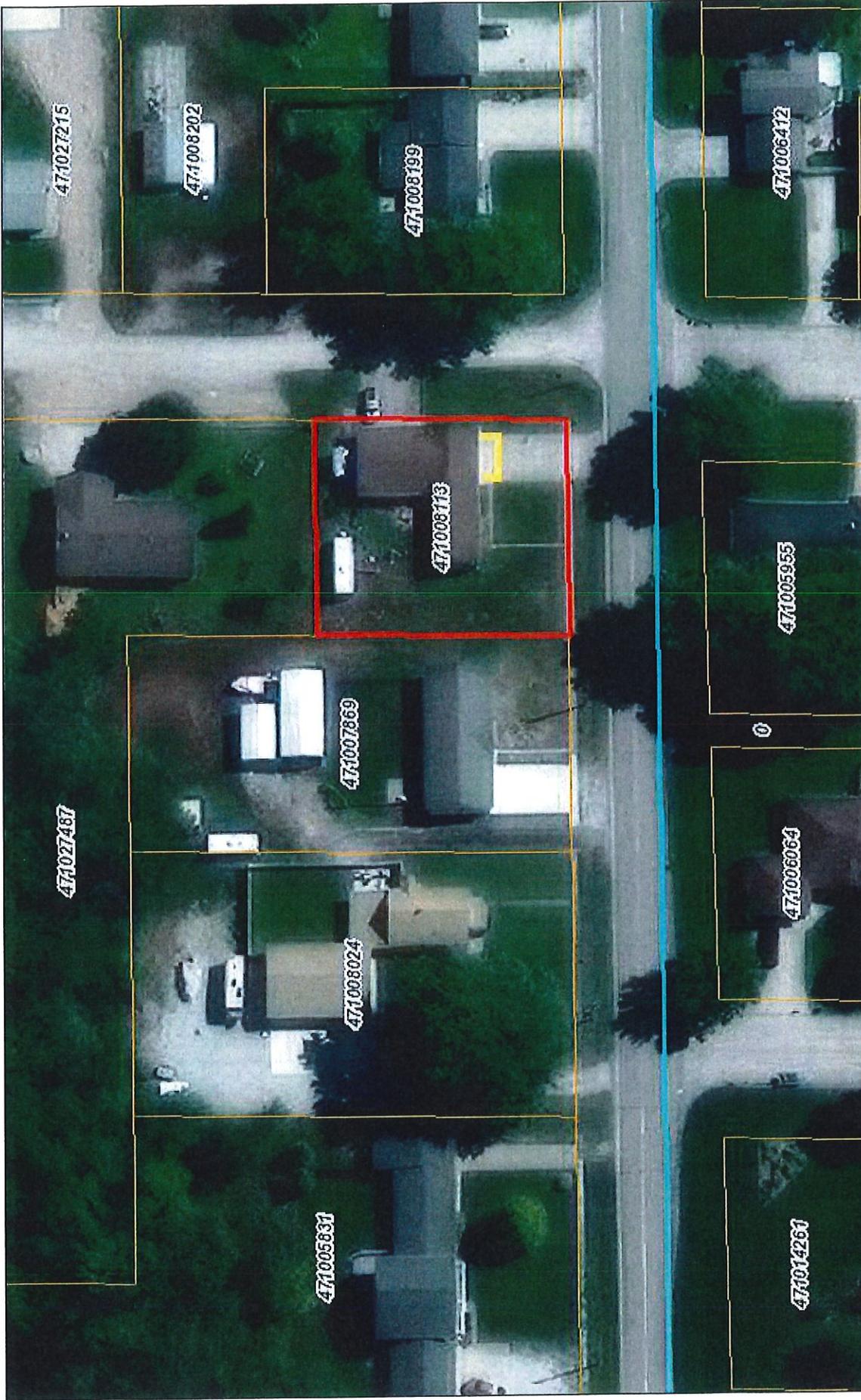
2024-29



Jackson Street

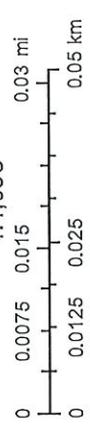
Paul Street

2024-29



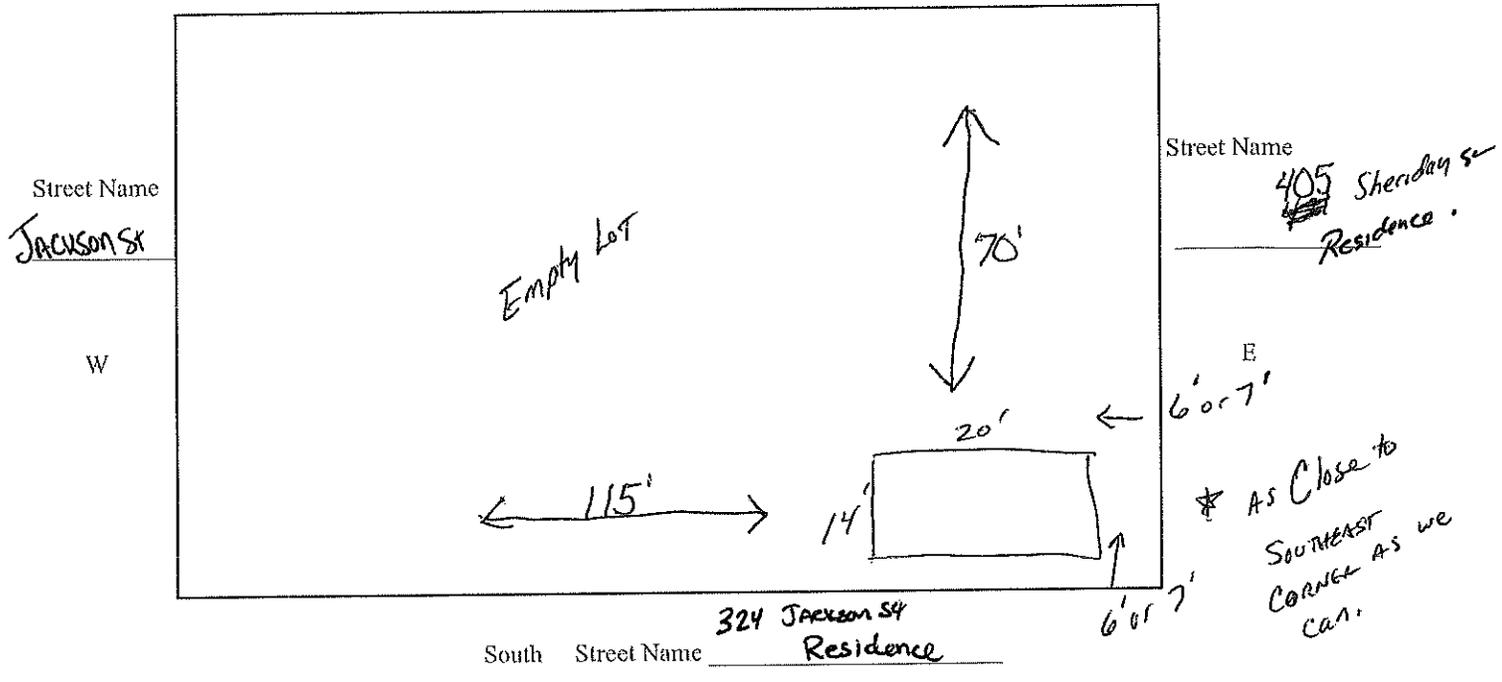
September 17, 2024 DISCLAIMER: This map is not intended for conveyances, nor is it a legal survey. The information is presented on a best-efforts basis, 1:1,058 and should not be relied upon for making financial, survey, legal or other commitments.

Parcels



Site Plan Sketch:

North Street Name 1223 Elm St
Residence



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

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

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

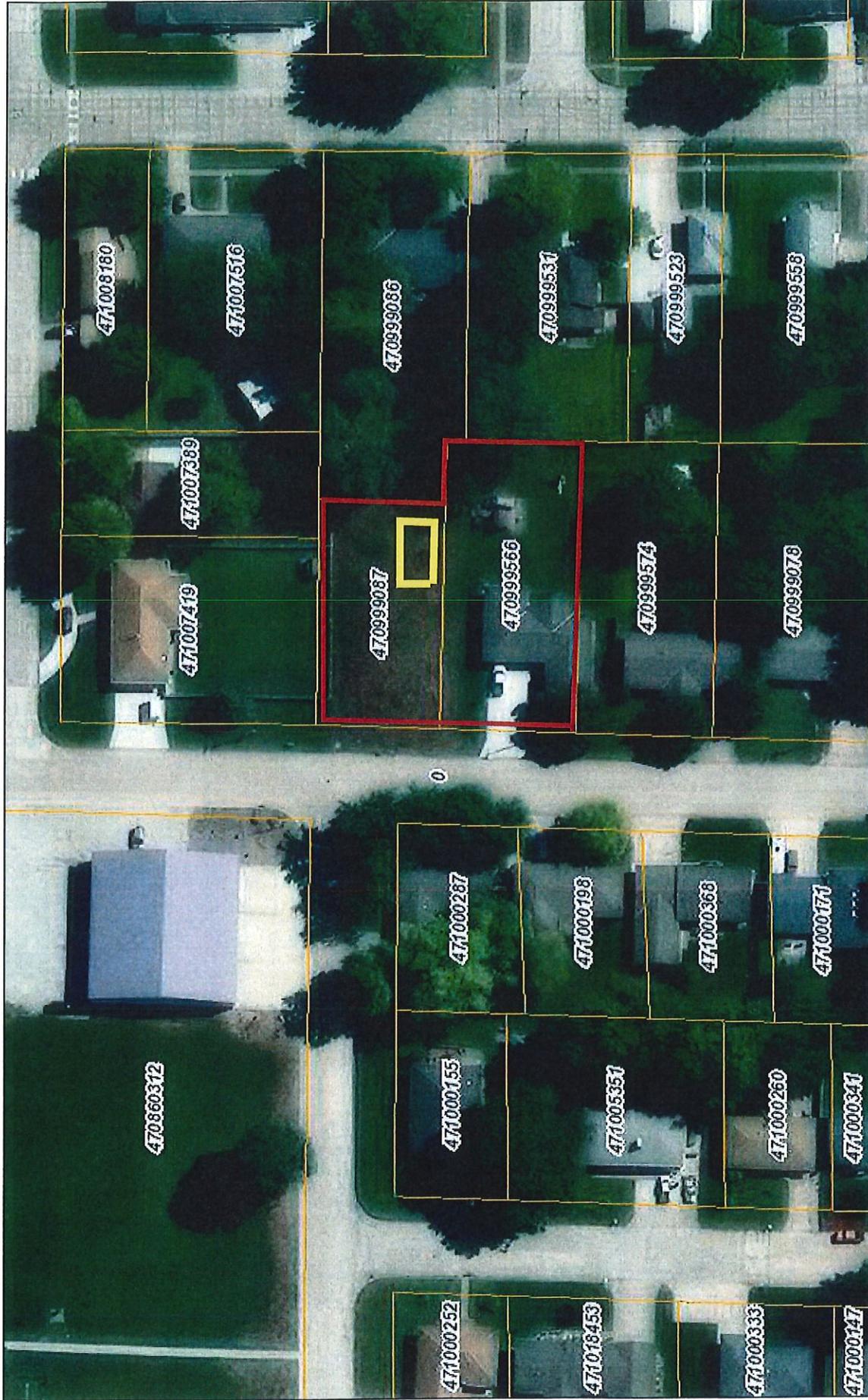
Signature of Applicant [Signature] Date 9-25-24

For Office Use Only:

Permit is Approved _____ Denied _____ Date _____
Zoning Administrator Signature

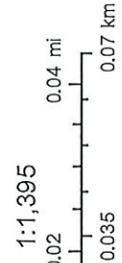
Reasons for Denial: _____

2024-30



September 26, 2024
 18:32 PM
 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



October 7, 2024 Disbursements

Gross Payroll - September 2024	93627.45
Advanced Climate Control (repair)	409.27
Automatic Systems Co (repair)	577.50
Blackburn Manufacturing (supplies)	166.53
Blue Cross Blue Shield of NE (insurance)	19789.20
BOK Financial (bond)	159202.50
Bomgaars (supplies)	680.76
Brehm's Drug (supplies)	18.48
Charter Spectrum (service)	239.96
Christensen Concrete (supplies)	550.00
City Health Deductible Savings (insurance)	5082.00
City of St. Paul 125 Plan (insurance)	90.00
Construction Rental (supplies)	85.22
Core & Main (supplies)	898.78
Custer County Recycling (service)	22.80
Dana F Cole & Company (service)	9800.00
Danko Emergency Equip (supplies)	72.09
Dept of Correctional Svcs (surplus vehicle)	10000.00
Dutton Lainson (supplies)	804.23
Eakes Office Solutions (supplies, lease)	113.65
Elan Financial Services (postage, meal, fuel, supplies)	321.82
Elmwood Cemetery (service)	100.00
Elsbury Construction (contract)	250115.58
Goettsche, Roger (supplies)	72.39
Hawkins (chemicals)	3346.99
HD Arms (ammo, supplies)	2262.79
Heartland Disposal (service)	153.44
Heritage Bank: Utility Billing ACH Fee (fee)	25.00
Hometown Market (supplies)	35.44
Howard Co. Register of Deeds (fee)	22.00
Howard Co. Treasurer (dispatch fee)	3334.89
Jacobs Ford (service)	235.53
Jarecke Motors (service)	158.76
Johnny's Lock & Key (service)	70.00
Johnson Corrosion Eng (service)	1160.00
LARM (insurance)	209886.47
Loup Central Landfill Assoc (fee)	32.43
Madison Nat'l Life (insurance)	198.36
Menards (supplies)	1099.36
Mobile Power Equipment (supplies)	20696.00
Murphy Tractor & Equip (service)	1712.50
Mutual of Omaha (insurance)	127.08
NE Generator (service)	944.00
NE Public Health Environment (lab)	706.00
Olsson (service)	1564.80

Overland Ready Mixed (concrete)	3381.52
Parts Bin (supplies)	511.06
PSSI Pest Svcs (service)	145.81
Sargent Drilling (repair)	1747.31
ServiTech (lab)	203.00
St Paul Public School (supplies)	449.90
State of NE Central Svcs (telephone)	4.10
Thermo King (supplies)	200.92
Tina Treffler Signs (service)	470.00
Trausch Dynamics (supplies)	81.80
Vogel Auto Repair (service)	516.87
Wesco Distribution (supplies)	37337.90

Non-General Disbursements

TIF: S Squared Enterprise (Septmeber 2024 Proceeds) (tif)	9416.52
TIF: City of St. Paul (1/2 MAD Dev. Share) (tif)	7432.64
TIF: MAD Development (1/2 MAD Dev. Share) (tif)	7432.64
Keno: Willow Rising (donation)	1000.00
Sales Tax: Olsson: "N" Welcome Sign Eng Fees (engineer fees)	437.69
Sales Tax: Street: Mtr Veh Tax: July 2024 Proceeds (Mtr Veh Tax)	12177.13
Sales Tax: Fire Station: July 2024 Proceeds (Fire Station)	17751.03
Sales Tax: 25% Infrastructure: July 2024 Proceeds (25% Infrast)	8875.52
Sales Tax: LARM Insurance for Civic Center (insurance)	20620.21
Sales Tax: St. Paul Dev. Corp: Olsson Middle Loup (engineer fees) River Subdivision	15650.30
Fire Station Construction: JEO Consulting: Eng Fees: (engineer fees)	27387.25
Fire Station Construction: Wesco Dist: Transf/Pad (improvements)	28699.17
City Light ICS to Fire Station Construction to Pay (funds transfer) Transformer and Pad	28699.17

***Check Detail Register©**

Batch: Disb Oct7

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
11100 CHECKING					
71500	10/07/24	ADVANCED CLIMATE CONTROL INC			
E 69-20-520		BLDG/ R & M	\$409.27	11463	Sr Cntr - HVAC repairs
		Total	\$409.27		
71501	10/07/24	AUTOMATIC SYSTEMS CO			
E 03-20-270		UTILITY R & M	\$577.50	42228	Swr - Liftstation #1 repair
		Total	\$577.50		
71502	10/07/24	BLACKBURN MANUFACTURING CO.			
E 01-20-270		UTILITY R & M	\$166.53	747565-IN	Lgts - marking paint
		Total	\$166.53		
71503	10/07/24	BLUE CROSS BLUE SHIELD OF NE			
E 02-10-130		INSURANCE	\$4,486.74	4229389	Wtr - health insurance
E 10-10-130		INSURANCE	\$3,030.78	4229389	Gen - health insurance
E 01-10-130		INSURANCE	\$2,436.51	4229389	Lgts - health insurance
E 42-10-130		INSURANCE	\$1,723.38	4229389	Park -health insurance
E 32-10-130		INSURANCE	\$1,723.38	4229389	Pol - health insurance
E 21-10-130		INSURANCE	\$3,446.77	4229389	Strs - health insurance
E 03-10-130		INSURANCE	\$2,941.64	4229389	Swr - health insurance
		Total	\$19,789.20		
71504	10/07/24	BOMGAARS SUPPLY INC			
E 03-20-270		UTILITY R & M	\$20.98	43061911	Swr - vinyl cleaner, shop towels
E 21-20-270		UTILITY R & M	\$6.99	43061924	Strs - pump fittings
E 21-20-272		TOOLS	\$59.98	43061924	Strs - gloves
E 02-20-270		UTILITY R & M	\$36.35	43062060	Wtr - toilet paper, hand wipes, shop towels
E 69-20-520		BLDG/ R & M	\$15.99	43062211	Sr Cntr - extension cord
E 69-20-520		BLDG/ R & M	\$39.99	43062234	Sr Cntr - extension cord
E 01-20-271		VEHICLE R & M	\$42.79	43062296	Lgts - #14W Dewalt charger
E 02-20-272		TOOLS	\$85.59	43062298	Wtr - bench vise
E 02-20-270		UTILITY R & M	\$2.56	43062298	Wtr - hose coupling
E 03-20-270		UTILITY R & M	\$14.99	43062673	Swr - chain lube
E 01-20-270		UTILITY R & M	\$25.03	43063037	Lgts - electrical tape, blade
E 02-20-270		UTILITY R & M	\$14.42	43064343	Wtr - batteries
E 03-20-272		TOOLS	\$43.48	43064509	Swr - screwdriver sets
E 01-20-270		UTILITY R & M	\$4.54	43065000	Lgts - bolts
E 42-20-272		TOOLS	\$7.19	43066232	Park - flashlight
E 42-20-270		UTILITY R & M	\$10.33	43066232	Park - barbed connector, spraypaint
E 34-20-270		UTILITY R & M	\$116.98	43066290	Cem - brass elbow, hydrant
E 03-20-270		UTILITY R & M	\$14.99	43066519	Swr - gloves
E 31-20-270		UTILITY R & M	\$21.99	43066587	Fire - drum liner
E 01-20-270		UTILITY R & M	\$6.59	43066817	Lgts - bolts
E 01-20-270		UTILITY R & M	\$32.08	43067080	Lgts - nylon rope
E 32-20-272		TOOLS	\$11.99	43067159	Pol - car wash/wax (NO RECEIPT)
E 01-20-270		UTILITY R & M	\$4.58	43067222	Lgts - bolts
E 32-20-272		TOOLS	\$11.10	43067326	Pol - fasteners (NO RECEIPT)
E 42-20-270		UTILITY R & M	\$4.78	43068336	Park - cable clamps
E 02-20-270		UTILITY R & M	\$17.99	43069020	Wtr - nitrile gloves

CITY OF ST PAUL

09/30/24 5:15 PM

Page 2

***Check Detail Register©**

Batch: Disb Oct7

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 21-20-270		UTILITY R & M	\$6.49	43069037	Strs - teflon lube
		Total	\$680.76		
71505	10/07/24	BREHM'S DRUG, INC.			
E 01-20-270		UTILITY R & M	\$18.48	79207	Lgts - dry erase markers
		Total	\$18.48		
71506	10/07/24	CHARTER/SPECTRUM			
E 31-20-220		COMMUNICATION	\$129.98	17621670109	Fire - internet service
E 10-20-220		COMMUNICATION	\$109.98	17621670109	Gen - internet service
		Total	\$239.96		
71507	10/07/24	CHRISTENSEN CONCRETE PRODUCTS			
E 21-20-270		UTILITY R & M	\$550.00	GI 52120	Strs - rebar and supplies
		Total	\$550.00		
71508	10/07/24	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	\$363.00		Pol - health reimbursement
		Total	\$5,082.00		
71509	10/07/24	CITY OF ST PAUL 125 PLAN			
E 02-10-130		INSURANCE	\$30.00		Wtr - life insurance
E 03-10-130		INSURANCE	\$10.00		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	\$90.00		
71510	10/07/24	CONSTRUCTION RENTAL GI			
E 21-20-272		TOOLS	\$85.22	499179-3	Strs - cement edger, bit spline
		Total	\$85.22		
71511	10/07/24	CORE & MAIN			
E 02-20-270		UTILITY R & M	\$898.78	V710052	Wtr - 2" gate valves
		Total	\$898.78		
71512	10/07/24	CUSTER COUNTY RECYCLING			
E 04-20-325		Recycle Delivery	\$22.80	659	Lndfl - recycling trailer
		Total	\$22.80		
71513	10/07/24	DANA F COLE & COMPANY, L.L.P.			
E 01-20-345		ACCOUNTING FEE	\$3,266.67	35015935	Lgts - accounting services to prepare for 2024/2025 budget
E 02-20-345		ACCOUNTING FEE	\$3,266.67	35015935	Wtr - accounting services to prepare for 2024/2025 budget

CITY OF ST PAUL

09/30/24 5:15 PM

Page 3

***Check Detail Register©**

Batch: Disb Oct7

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 03-20-345		ACCOUNTING FEE	\$3,266.66	35015935	Swr - accounting services to prepare for 2024/2025 budget
		Total	\$9,800.00		
71514	10/07/24	DANKO EMERGENCY EQUIP			
E 31-20-270		UTILITY R & M	\$72.09	137704	Fire - shut off handles for nozzles
		Total	\$72.09		
71515	10/07/24	DEPT CORRECTIONAL SVCS			
E 32-50-554		Vehicle Equipment Purcha	\$10,000.00	1445760	Police: 2017 Ford Taurus Purchase Price (Federal Surplus Property)
		Total	\$10,000.00		
71516	10/07/24	DUTTON-LAINSON CO.			
E 01-20-270		UTILITY R & M	\$804.23	888990-7	Lgts - meter supplies
		Total	\$804.23		
71517	10/07/24	EAKES OFFICE SOLUTIONS			
E 10-20-310		OFFICE SUPPLIES	\$30.00	9002478-0	Gen - notary stamp for Laura Berthelsen
E 44-20-520		BLDG/ R & M	\$55.00	INV586421	Lib - copier lease admin fees
E 44-20-520		BLDG/ R & M	\$28.65	INV586497	Lib - cost of copies (8/27/24 to 9/6/24)
		Total	\$113.65		
71518	10/07/24	ELAN FINANCIAL SERVICES			
E 32-20-210		PROF&SCHOOLS	\$11.80	0110	Pol - meal in Lincoln ???? (NO RECEIPT)
E 01-20-313		POSTAGE	\$10.50	2230	Lgts - postage to send gloves to PETL for testing
E 10-20-310		OFFICE SUPPLIES	\$15.93	2962	Gen - calculator paper
E 32-20-271		VEHICLE R & M	\$12.00	3284	Pol - car wash (NO RECEIPT)
E 32-20-271		VEHICLE R & M	\$12.00	3969	Pol - #96 carwash
E 01-20-252		Personal Protective Equip	\$16.47	4172	Lgts - safety glasses
E 01-20-252		Personal Protective Equip	\$128.10	4318	Lgts - FR gloves
E 10-20-310		OFFICE SUPPLIES	\$27.50	5926	Gen - address labels
E 32-20-231		CITY GAS & OIL	\$50.88	6892	Pol - fuel while in Lincoln ???? (NO RECEIPT)
E 10-20-310		OFFICE SUPPLIES	\$36.64	8922	Gen - expando files
		Total	\$321.82		
71519	10/07/24	ELMWOOD CEMETERY			
E 34-20-315		CEMETERY PERPETUAL	\$100.00		Cem - perpetual care - Lubash
		Total	\$100.00		
71520	10/07/24	Elsbury Construction LLC			
E 21-50-550		IMPROVEMENTS	\$180,083.22	COP7	Strs - work at Middle Loup River Subdivision
E 02-50-550		IMPROVEMENTS	\$35,016.18	COP7	Wtr - work at Middle Loup River Subdivision
E 03-50-550		IMPROVEMENTS	\$35,016.18	COP7	Swr - work at Middle Loup River Subdivision
		Total	\$250,115.58		
71521	10/07/24	GOETTSCHKE, ROGER			
E 02-20-270		UTILITY R & M	\$72.39		Wtr - reimbursement for curb stop wrench
		Total	\$72.39		
71522	10/07/24	HAWKINS INC			
E 02-20-274		CHEMICALS	\$3,346.99	6859018	Wtr - chlorine and permanganate

***Check Detail Register©**

Batch: Disb Oct7

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
Total			\$3,346.99		
71523	10/07/24	HD ARMS LLC			
E 32-20-272		TOOLS	\$2,074.79	20339	Pol - ammo
E 32-20-272		TOOLS	\$90.00	20653	Pol - tourniquets
E 32-20-272		TOOLS	\$98.00	21142	Pol - tourniquets
Total			\$2,262.79		
71524	10/07/24	HEARTLAND DISPOSAL INC			
E 31-20-520		BLDG/ R & M	\$56.25	223508	Fire - sanitation disposal
E 04-20-521		GROUND / R & M	\$56.88	223508	Lndfl - sanitation disposal from City office
E 21-20-520		BLDG/ R & M	\$40.31	223508	Strs - sanitation disposal from Northyards
Total			\$153.44		
71525	10/07/24	HOMETOWN MARKET			
E 03-20-270		UTILITY R & M	\$20.46	3071	Swr - toilet paper, clorox, dish soap, air freshner
E 01-20-270		UTILITY R & M	\$14.98	4713	Lgts - toilet paper, air freshner
Total			\$35.44		
71526	10/07/24	HOWARD CO REGISTER OF DEEDS			
E 10-20-216		RECORDING FEE	\$22.00		Gen - fee to record Memo of Redevelopment Plan Agmt
Total			\$22.00		
71527	10/07/24	HOWARD COUNTY TREASURER (CCCC)			
E 32-20-214		DISPATCHER	\$3,334.89		Pol - dispatcher pay
Total			\$3,334.89		
71528	10/07/24	JACOBS FORD			
E 32-20-271		VEHICLE R & M	\$95.16	70052	Pol - #94 oil change, tire rotation
E 32-20-271		VEHICLE R & M	\$140.37	70084	Pol - #97 buckle assembly
Total			\$235.53		
71529	10/07/24	JARECKE MOTORS INC			
E 32-20-270		UTILITY R & M	\$93.80	15993	Pol - #96 oil change
E 31-20-271		VEHICLE R & M	\$64.96	16010	Fire - #50 replace tpms sensor
Total			\$158.76		
71530	10/07/24	JOHNNYS LOCK & KEY			
E 04-20-270		UTILITY R & M	\$70.00	91301	Lndfl - recode padlocks and cut keys
Total			\$70.00		
71531	10/07/24	JOHNSEN CORROSION ENG.			
E 02-20-270		UTILITY R & M	\$1,160.00	44060	Wtr - Annual Cathodic Protection Systems Maintenance & Repair Service Agmt for water tower
Total			\$1,160.00		
71532	10/07/24	LARM			
E 01-20-250		CITY INSURANCE	\$29,860.01	110970	Lgts - liability, work comp, property insurance
E 02-20-250		CITY INSURANCE	\$35,757.40	110970	Wtr - liability, work comp, property insurance
E 03-20-250		CITY INSURANCE	\$26,834.73	110970	Swr - liability, work comp, property insurance

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Batch: Disb Oct7

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 04-20-250		CITY INSURANCE	\$544.93	110970	Lndfl - liability, work comp, property insurance
E 10-20-250		CITY INSURANCE	\$17,345.18	110970	Gen - liability, work comp, property insurance
E 21-20-250		CITY INSURANCE	\$16,443.27	110970	Strs - liability, work comp, property insurance
E 31-20-250		CITY INSURANCE	\$16,378.45	110970	Fire - liability, work comp, property insurance
E 32-20-250		CITY INSURANCE	\$13,461.16	110970	Pol - liability, work comp, property insurance
E 34-20-250		CITY INSURANCE	\$3,269.89	110970	Cem - liability, work comp, property insurance
E 36-20-250		CITY INSURANCE	\$4,768.95	110970	EMS - liability, work comp, property insurance
E 41-20-250		CITY INSURANCE	\$13,786.79	110970	Pool - liability, work comp, property insurance
E 42-20-250		CITY INSURANCE	\$15,455.80	110970	Park - liability, work comp, property insurance
E 44-20-250		CITY INSURANCE	\$13,441.23	110970	Lib - liability, work comp, property insurance
E 69-20-250		CITY INSURANCE	\$3,000.00	110970	Sr Cntr - liability, work comp, property insurance
E 32-20-250		CITY INSURANCE	\$460.27	111076	Pol - add 2017 Ford Taurus w/ equipment
E 21-20-250		CITY INSURANCE	(\$247.00)	111239	Strs - remove 1969 Chevy dump truck from auto policy
E 01-20-250		CITY INSURANCE	(\$247.00)	111239	Lgts - remove 1975 bucket truck from auto policy
E 21-20-250		CITY INSURANCE	(\$8.18)	111241	Strs - remove 1969 Chevy dump truck from GL policy
E 01-20-250		CITY INSURANCE	(\$8.19)	111241	Lgts - remove 1975 buck truck from GL policy
E 42-20-250		CITY INSURANCE	(\$247.00)	111266	Park - remove 1986 Chevy pickup from auto policy
E 21-20-250		CITY INSURANCE	(\$313.65)	111266	Strs - remove 1992 Ford dump truck from auto policy
E 03-20-250		CITY INSURANCE	\$100.65	111266	Swr - adjust value of microscope & spectrophotometer
E 02-20-250		CITY INSURANCE	\$48.78	111266	Wtr - adjust value of spectrophotometer
		Total	\$209,886.47		
71533	10/07/24	LOUP CENTRAL LANDFILL ASSOC.			
E 03-20-270		UTILITY R & M	\$32.43	162810	Swr - trash to landfill
		Total	\$32.43		
71534	10/07/24	MADISON NATIONAL LIFE			
E 42-10-130		INSURANCE	\$11.02	1649810	Park - life insurance
E 03-10-130		INSURANCE	\$33.06	1649810	Swr - life insurance
E 01-10-130		INSURANCE	\$33.06	1649810	Lgts - life insurance
E 21-10-130		INSURANCE	\$22.04	1649810	Strs - life insurance
E 02-10-130		INSURANCE	\$33.06	1649810	Wtr - life insurance
E 10-10-130		INSURANCE	\$22.04	1649810	Gen - life insurance
E 32-10-130		INSURANCE	\$44.08	1649810	Pol - life insurance
		Total	\$198.36		
71535	10/07/24	MENARDS, INC			
E 44-20-520		BLDG/ R & M	\$79.96	91438	Lib - exterior lights
E 21-20-272		TOOLS	\$20.97	91851	Strs - cement trowel and edger
E 21-20-270		UTILITY R & M	\$769.85	91854	Strs - Pothole patch, metal primer
E 42-20-270		UTILITY R & M	\$117.45	91856	Park - toilet for ballfield restroom
E 69-20-520		BLDG/ R & M	\$111.13	92195	Sr Cntr - new toilet for men's restroom
		Total	\$1,099.36		
71536	10/07/24	Mobile Power Equipment LLC (MPE)			
E 03-50-540		MACH & EQUIPMENT	\$20,696.00	2184	Swr - Gemini crawler
		Total	\$20,696.00		

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Batch: Disb Oct7

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
71537	10/07/24	MURPHY TRACTOR & EQUIP			
E 21-20-271		VEHICLE R & M	\$1,712.50	2318001	Strs - #17 brake repairs
		Total	\$1,712.50		
71538	10/07/24	MUTUAL OF OMAHA			
E 42-10-130		INSURANCE	\$7.20	1766726536	Park - life insurance
E 03-10-130		INSURANCE	\$21.60	1766726536	Swr - life insurance
E 01-10-130		INSURANCE	\$21.60	1766726536	Lgts - life insurance
E 21-10-130		INSURANCE	\$14.40	1766726536	Strs - life insurance
E 02-10-130		INSURANCE	\$21.60	1766726536	Wtr - life insurance
E 10-10-130		INSURANCE	\$14.40	1766726536	Gen - life insurance
E 32-10-130		INSURANCE	\$26.28	1766726536	Pol - life insurance
		Total	\$127.08		
71539	10/07/24	NEBRASKA GENERATOR SERVICE LLC			
E 03-20-270		UTILITY R & M	\$502.00	17376	Swr - generator inspection at WWTP
E 02-20-270		UTILITY R & M	\$442.00	17385	Wtr - generator inspection at WTP
		Total	\$944.00		
71540	10/07/24	NEBRASKA PUBLIC HEALTH ENVIRON			
E 02-20-232		LAB SAMPLE	\$706.00	582383	Wtr - water samples
		Total	\$706.00		
71541	10/07/24	OLSSON			
E 21-20-213		ENGINEER FEES	\$750.00	511493	Strs - Street Superintendent services
E 03-20-213		ENGINEER FEES	\$814.80	511493	Swr - troubleshooting at WWTP
		Total	\$1,564.80		
71542	10/07/24	OVERLAND READY MIXED			
E 21-20-280		Concrete - Streets	\$722.29	TX116494	Strs - concrete repair at 6th & Grand Streets
E 21-20-280		Concrete - Streets	\$874.75	TX116604	Strs - concrete repair at 1012 Grand Street
E 21-20-280		Concrete - Streets	\$1,784.48	TX116721	Strs - concrete repair at 7th & Grand Street
		Total	\$3,381.52		
71543	10/07/24	PARTS BIN, INC.			
E 03-20-270		UTILITY R & M	\$29.95	30292	Swr - heat shrink tubing
E 03-20-270		UTILITY R & M	\$25.19	30412	Swr - gauge
E 32-20-271		VEHICLE R & M	\$111.85	31026	Pol - #94 and #97 filters, wiper blades
E 21-20-271		VEHICLE R & M	\$15.91	31409	Strs - #4 lamp
E 42-20-270		UTILITY R & M	\$11.98	31515	Park - nylon harness bracket
E 21-20-271		VEHICLE R & M	\$202.20	31519	Strs - oil and air filters for street vehicles
E 21-20-272		TOOLS	\$113.98	32764	Strs - 3/4 inch drive extension & universal joint
		Total	\$511.06		
71544	10/07/24	PSSI PEST SERVICES			
E 02-20-520		BLDG/ R & M	\$46.66	337554	Wtr - pest management at WTP
E 10-20-520		BLDG/ R & M	\$52.49	337555	Gen - pest management at City office
E 03-20-520		BLDG/ R & M	\$46.66	337640	Swr - pest management at WWTP
		Total	\$145.81		
71545	10/07/24	SARGENT DRILLING CO.			

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Batch: Disb Oct7

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 02-20-270		UTILITY R & M	\$1,747.31	7113	Wtr - repairs to influent valve at WTP
		Total	\$1,747.31		
71546	10/07/24	SERVI-TECH INC			
E 03-20-232		LAB SAMPLE	\$203.00	H-991148	Swr - monthly composite sample
		Total	\$203.00		
71547	10/07/24	ST PAUL PUBLIC SCHOOL			
E 01-20-310		OFFICE SUPPLIES	\$224.95		Lgts - 5 cases of copy paper
E 02-20-310		OFFICE SUPPLIES	\$224.95		Wtr - 5 cases of copy paper
		Total	\$449.90		
71548	10/07/24	STATE OF NEBRASKA CENTRAL SERV			
E 41-20-220		COMMUNICATION	\$4.10	1448001	Pool - phone service
		Total	\$4.10		
71549	10/07/24	THERMO KING CHRISTENSEN			
E 21-20-271		VEHICLE R & M	\$200.92	SG24466	Strs - #10 LED beacon
		Total	\$200.92		
71550	10/07/24	TINA TREFFER SIGNS & DESIGNS			
E 32-20-271		VEHICLE R & M	\$470.00	12687	Pol - #97 vehicle wrap for new police car
		Total	\$470.00		
71551	10/07/24	TRAUSCH DYNAMICS			
E 21-20-271		VEHICLE R & M	\$76.52	C42630280	Strs - hydraulic hose
E 21-20-271		VEHICLE R & M	\$5.28	C42670740	Strs - hydraulic fitting
		Total	\$81.80		
71552	10/07/24	VOGEL AUTO REPAIR, LLC			
E 32-20-271		VEHICLE R & M	\$264.67	13405	Pol - #95 replace crank shaft sensor
E 32-20-271		VEHICLE R & M	\$212.20	13474	Pol - #96 replace battery
E 03-20-271		VEHICLE R & M	\$20.00	13573	Swr - #8A tire repair
E 03-20-271		VEHICLE R & M	\$20.00	13574	Swr - #8 tire repair
		Total	\$516.87		
71553	10/07/24	WESCO DISTRIBUTION, INC.			
E 02-20-270		UTILITY R & M	\$460.51	439176	Wtr - well fuses
E 01-20-270		UTILITY R & M	\$3,379.66	439176	Lgts - electric supplies and materials for inventory
E 01-20-270		UTILITY R & M	\$655.90	439249	Lgts - 15kV standoff plugs for inventory
E 01-20-270		UTILITY R & M	\$39.56	439250	Lgts - electric supplies and materials for inventory
E 01-20-270		UTILITY R & M	\$659.38	439928	Lgts - electric supplies and materials for inventory
E 01-20-270		UTILITY R & M	\$375.58	439929	Lgts - electric supplies and materials for inventory
E 01-20-270		UTILITY R & M	\$158.25	443870	Lgts - electric supplies and materials for inventory
E 01-20-270		UTILITY R & M	\$1,093.18	443871	Lgts - electric supplies and materials for inventory
E 01-50-550		IMPROVEMENTS	\$30,067.50	446444	Lgts - new switch gear for Jay & Jackson Streets
E 01-20-270		UTILITY R & M	\$448.38	448545	Lgts - guy wire attachments
		Total	\$37,337.90		
		11100	\$592,807.29		

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Batch: Disb Oct7

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
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Fund Summary

11100 CHECKING

01 LIGHTS			\$74,465.90		
02 WATER			\$89,011.93		
03 SEWER			\$92,395.95		
04 LANDFILL			\$694.61		
10 GENERAL			\$21,452.94		
21 STREETS			\$208,185.51		
31 FIREMEN			\$16,723.72		
32 POLICE			\$33,173.67		
34 CEMETERY			\$3,486.87		
36 AMBULANCE			\$4,768.95		
41 POOL			\$13,790.89		
42 PARK			\$17,475.13		
44 LIBRARY			\$13,604.84		
69 SENIOR COMM. CENTER			\$3,576.38		
			<hr/>		
			\$592,807.29		

MIKE FEEKEN, MAYOR

HOUSING AUTHORITY OF THE CITY OF ST. PAUL, PO BOX 86, ST. PAUL, NE 68873
JEAN HARLOW, EXECUTIVE DIRECTOR
TEL: 308-754-5251, FAX: 308-754-4669, E-MAIL: director@housingstpaul.com
TDD 1-800-833-7352

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CHECK OUT OUR WEBSITE housingstpaul.com

September 12, 2024

The Honorable Mayor Mike Feeken
704 6th Street
St. Paul, NE 68873

Reference: Appointment of Resident Commissioner for Housing Board

Dear Mayor Feeken:

In accordance with State and Federal Law one Commissioner serving on the Housing Authority Board must be a current resident.

Resident Commissioner, Cindi Mendyk was appointed in September 2024 on the Housing Authority Board of Commissioners to complete the term of a previous Commissioner. This term will end as of September 30, 2024.

Ms. Mendyk has agreed to accept a four-year term to the Board of Commissioners. The new term would be effective October 1, 2024 and continue through September 30, 2028.

We hereby request that you re-appoint Ms. Mendyk.

Please contact me should you require any further information.

Sincerely,

A handwritten signature in cursive script that reads "Jean Harlow".

Jean Harlow
Executive Director

COMMISSIONERS: EINSPAHR, VAN HORN, PETERS, KLINGINSMITH, MENDYK

September 18th, 2024
Library Board Meeting Minutes
6:00pm Library Community Room

I. Call to Order at 6:08 Deb Wells led the meeting.

Attendance: ___Tara X Jill ___Steven X Janet X Deb X Phil

Kelli Helton was also in attendance for this meeting.

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 posted in three places around the community.

Dan Nielsen was welcomed as a visitor to the Library Board Meeting.

Janet made a motion to excuse Tara from the meeting. Phil seconded the motion.

Roll Call Vote: ___ Tara X Jill ___ Steven X Janet X Deb X Phil

II. Approval of Minutes of the Last Meeting July Minutes

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

Roll call vote: ___Tara X Jill ___Steven X Janet X Deb X Phil

III. Financial Report

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

Roll call vote: ___Tara X Jill ___Steven X Janet X Deb X Phil

IV. Librarian Director's report/Correspondence and Communications/Committee Report

See copy of Director's Report

We still need 5 credits toward Library Board Certification.

Kelli continues to work on her Librarian Certification Credits-Level II.. She is currently enrolled in a class through CCC. The Library has been very busy.

V. Old Business

Part-Time position filled-Becky Schutz

New printer installed and working well.

Deep Freeze installed on public adult computers, clears private data end of day.

Advantage Archives-Digitizing Yearbooks 1920-1985 (Sonderup Grant 2023)

VI. New Business

Resignation Letter-Steven Neal was read by Board members. Kelli had talked to Dan Nielsen about serving on the Library Board, so he came to ask some questions. Phil made a motion to recommend Dan Nielsen, to the City Council, to serve on the Library Board. Deb seconded this motion.

Roll Call Vote: ___ Tara X Jill ___ Steven X Janet X Deb X Phil



September 18th, 2024
Library Board Meeting Minutes
6:00pm Library Community Room

Sonderup Grant Ideas for 2024

Kelli talked about the possibility of purchasing TVs to replace the projector that is used for elementary computer classes. Also, the elementary computers were purchased in 2015 and need to be replaced. All elementary students use these computers each week. Kelli will talk to Don K. to see if there is currently a plan. Deb questioned whether or not the old 6th grade computers would work for students.

Discussion was held about asking if City funds could be used to pay for the classes that Kelli is taking toward her Librarian Certification Program.

VII. Adjournment

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

Roll call vote: ___Tara X Jill ___Steven X Janet X Deb X Phil

Next Meeting
Nov. 20th or 27th, 2024
6:00 pm
Library Community Room

Dan Nielsen
City - Library
Board

BY-LAWS OF ST. PAUL LIBRARY BOARD

ARTICLE I Name

This organization shall be called the St. Paul Library Board (hereafter referred to as the "board") as established through the Interlocal Agreement Between the City of St. Paul, Nebraska and the St. Paul School District # 1 (hereafter referred to as the "Agreement").

ARTICLE II Board of Directors

- A. Selection. Selection shall be as set forth in the Agreement item #5 with terms beginning at the first Board meeting of the calendar year.
- B. Termination. Any board member who fails to attend three consecutive meetings, unexcused shall have his position declared vacant.
- C. Resignation. Resignation shall be made by formal letter and presented to the Board.
- D. Vacancy. Vacancies due to resignation, termination, removal, or otherwise of a Board member appointed by the Mayor and the St. Paul City Council shall be filled by the Mayor and St. Paul City Council. Vacancies due to resignation, termination, removal, or otherwise of a Board member appointed by the St. Paul School District # 1 shall be filled by the St. Paul School District # 1. An appointment to fill an unexpired term is not considered a term.

ARTICLE III Meetings

- A. Regular Meetings. Regular meetings of the Board shall be held bi-monthly in the even numbered months at the Library, or at such other time and place as designated by the Board. Written notice of the time and place of the meeting shall be published in the local paper one week prior to the meeting or posted in three local public meeting places.
- B. Special Meetings. Special meetings may be called by the President or by any two Board members for transaction of such business as stated in the call. Twenty-four hours

notice shall be given to each Board member, Library Director, and posted in three local public places.

C. Quorum. A quorum shall consist of four Board members, two representing the City and two representing the School.

D. Order of Business. The order of business at the regular meeting shall be as follows:

Call to Order

Approval of Minutes of the Last Meeting

Correspondence and Communications

Approval of Financial Report

Library Director's Report

Committee Reports

Old Business

New Business

Adjournment

ARTICLE IV Officers

A. Number of Officers. The officers of the Board shall consist of President, Vice-President, Secretary, Financial, and such other officers as may be deemed necessary and shall be elected from among the appointed Board members.

B. President. The duties of the President shall be as follows:

1. Preside at meetings,
2. Appoint committees such as Financial, By- Law, Policy, Ad Hoc,
3. Sign necessary documents,
4. Call special meetings,

5. Perform such other duties as imposed by these By-Laws or the Board.

C. Vice-President. The duties of the Vice-President shall be as follows:

1. Perform all duties of the President in the latter's absence or disability,
2. Handle all public relations including notices of meetings,
3. Perform such other duties as imposed by these By-Laws or the Board.

D. Secretary. The duties of the Secretary shall be as follows:

1. Keep an accurate written record of all meetings and attendance of Board,
2. Maintain an archival file of Board minutes in the Library.
3. Perform such other duties as imposed by these By-Laws or the Board.

E. Financial. The duties of the Financial officer shall be as follows:

1. Monitor monies spent and received by the Library,
2. Propose annual budget for review by Board members,
3. Prepare monthly budget report for each meeting.
4. Review and present to the Board the City/School cost appropriations,
5. Perform such other duties as imposed by these By-Laws or the Board.

F. Succession. In the event of the death, resignation, or disability of the President, the Vice-President shall assume the duties of the office of the President and a new Vice-President is elected. .

G. Pro Tempore Secretary. In the absence of the Secretary another Board member shall be appointed to act as Secretary pro tempore by the presiding officer.

H. Terms of Office and Election. The officers shall be elected annually at the first regularly scheduled meeting of of the year. The newly elected officers shall assume the responsibilities of their offices effective immediately.

ARTICLE V Duties of the Board

- A. Assume all duties as stated in Agreement Item 5.
- B. Maintain accreditation by attending Nebraska Library Commission and affiliated organizations meetings and workshops. Reimbursement of meeting expenses will be paid upon approval of the Board.
- C. Maintain membership to the Nebraska Library Association. The Library will pay dues for Board members.
- D. Maintain the St. Paul School District # 1 accreditation standards according to Rule 10 of the Department of Education minimum standards.

ARTICLE VI. Amendment of the By-Laws

These By-Laws may be amended at any meeting of the Board by the affirmative vote of at least four members of the Board, provided notice of the proposed amendment has been given at a regular meeting previous to the meeting at which the proposed amendment is presented for consideration, and the amendment does not violate the Agreement.

Amendment: Article II, Section A: "Selection. Selection will be as set forth in the Agreement item #5 with terms beginning at the first meeting of the calendar year."

ORDINANCE NO. 1053

AN ORDINANCE TO AMEND THE ST. PAUL MUNICIPAL CODE; TO AMEND SECTION 3-308 OF CHAPTER 3 PERTAINING TO NEW ELECTRIC SERVICE AND EXTENSIONS; TO ADOPT THE ELECTRIC SERVICE AND EXTENSIONS POLICY AND PROCEDURES; TO REPEAL ANY ORDINANCE, OR PARTS OF ANY ORDINANCE IN CONFLICT WITH THIS ORDINANCE; TO PROVIDE FOR THE EFFECTIVE DATE OF SUCH ORDINANCE; AND TO PROVIDE FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM.

BE IT ORDAINED by the Mayor and the City Council of the City of St. Paul, Nebraska:

SECTION 1: That Section 3-308 of the St. Paul City Code is hereby amended to read as follows:

§3-308 Municipal Electrical System; Installation

The procedures and cost of the installation of electric service within the City is hereby set out in the Electric Service and Extensions Policy and Procedures adopted by reference and incorporated as if fully set forth herein. These policies and procedures are on file in the office of the City Clerk and available for inspection by the public during normal business hours.

SECTION 2. That any Ordinance or parts of any Ordinances in conflict herewith are hereby repealed.

SECTION 3. That this ordinance shall become effective and be in full force and effect after its passage, adoption, and publication in pamphlet form as provided by law.

Approved and adopted this 7th day of October, 2024.

CITY OF ST. PAUL, NEBRASKA

By: _____
Mike Feeken, Mayor

ATTEST:

Connie Jo Beck, City Clerk/Deputy Treasurer



Heritage Bank

Connie Jo Beck
UTILITY ACH *****1025

411025

Transaction History

Statement Period: All Dates | Date of Statement: 09/30/2024

Posted Transactions (91)

Trfr: \$ 300,000 from #411025 and
Deposit into Checking # 100027

DATE	DESCRIPTION	AMOUNT	BALANCE
09/20/24	Salary/Regular Income from City Of Saint Paul	\$126,143.10	\$508,477.63
09/06/24	Check #1049	-\$1,251.00	\$382,334.53
09/03/24	City Of Saint Paul Deposit	\$1,251.00	\$383,585.53
08/30/24	Interest Income	\$890.74	\$382,334.53
08/30/24	Recurring - INTERNET CHARGES I-NET	-\$25.00	\$381,443.79
08/21/24	Check #1240	-\$250,000.00	\$381,468.79
08/20/24	Salary/Regular Income from City Of Saint Paul	\$125,431.10	\$631,468.79
08/07/24	Check #1048	-\$1,251.00	\$506,037.69
08/01/24	City Of Saint Paul Deposit	\$1,251.00	\$507,288.69
07/31/24	Interest Income	\$723.48	\$506,037.69
07/30/24	Recurring - INTERNET CHARGES I-NET	-\$25.00	\$505,314.21
07/23/24	UT ACH CITY OF ST PAUL IDXXXXXX6345	\$117,763.48	\$505,339.21
07/04/24	Check #1047	-\$1,251.00	\$387,575.73
07/01/24	City Of Saint Paul Deposit	\$1,251.00	\$388,826.73
06/28/24	Interest Income	\$394.97	\$387,575.73
06/28/24	Recurring - INTERNET CHARGES I-NET	-\$25.00	\$387,180.76
06/24/24	Charge Back ACH Return	-\$279.51	\$387,205.76
06/20/24	UT ACH CITY OF ST PAUL IDXXXXXX6345	\$92,699.30	\$387,485.27
06/09/24	Interest Income	\$113.16	\$294,785.97
06/05/24	Check #1046	-\$1,251.00	\$294,672.81
06/03/24	Salary/Regular Income from City Of Saint Paul	\$1,251.00	\$295,923.81
06/02/24	Interest Income	\$560.32	\$294,672.81

EXHIBIT "C"
TIF NOTE

THIS NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 ("THE 1933 ACT") AND MAY NOT BE TRANSFERRED, ASSIGNED, SOLD OR HYPOTHECATED UNLESS A REGISTRATION STATEMENT UNDER THE 1933 ACT SHALL BE IN EFFECT WITH RESPECT THERETO AND THERE SHALL HAVE BEEN COMPLIANCE WITH THE 1933 ACT AND ALL APPLICABLE RULES AND REGULATIONS THEREUNDER, OR THERE SHALL HAVE BEEN DELIVERED TO THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF ST. PAUL PRIOR TO TRANSFER, ASSIGNMENT, SALE OR HYPOTHECATION AN OPINION OF COUNSEL, SATISFACTORY TO THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF ST. PAUL TO THE EFFECT THAT REGISTRATION UNDER THE 1933 ACT IS NOT REQUIRED.

UNITED STATES OF AMERICA
STATE OF NEBRASKA
THE COMMUNITY DEVELOPMENT AGENCY
OF THE CITY OF ST. PAUL

COMMUNITY REDEVELOPMENT REVENUE NOTE
(MIDDLE LOUP RIVER REDEVELOPMENT PROJECT)

Registered Holder	Principal Amount
The City of St. Paul, Nebraska	\$3,700,000.00

Maturity Date	Interest Rate	Issuance Date
See attached Schedule 1	6.0%	June 17 _____, 20 24

THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF ST. PAUL, NEBRASKA (the "Issuer"), a body politic and corporate organized and existing under the laws of the State of Nebraska, for value received hereby promises to pay, solely from the source and as hereinafter provided, to the Registered Holder identified above, or registered assigns, the Principal Amount identified above, at the office of the St. Paul City Treasurer, as Paying Agent and Registrar, and in like manner to pay solely from said source interest on said principal sum at the Interest Rate identified above from the Issuance Date or from the most recent date to which interest has not been paid. Principal and accrued interest shall be payable in semi-annual installments due June 15 and December 15 for each year that the Middle Loup River Redevelopment Project generates tax increment until the Maturity Date or, if earlier, until such Principal Amount has been paid in full. Payments on this Note will be made by check or draft mailed to the Registered Holder in whose name this Note is registered at the close of business on the calendar day next preceding the applicable payment date at the address as it appears on such note registration books. The principal of this Note is payable in any coin or currency of the United States of America which on the respective dates of payment is legal tender for the payment of public and private debts.

This Note is designated The Community Development Agency of the City of St. Paul Redevelopment Revenue Note (Middle Loup River Redevelopment Project) (the "Note"), in principal amount of Three Million Seven Hundred Thousand and No/100 Dollars (\$3,700,000.00), which has been issued pursuant to Section 12 of Article VIII of the Nebraska Constitution and NEB. REV. STAT. §§ 18-2101 through 18-2157, as amended and supplemented (the "Act") and under and pursuant to the terms of that certain Redevelopment Agreement between the Issuer, St. Paul Development Corporation, Inc., and The City of St. Paul, Nebraska, dated June 17, 2024 (the "Redevelopment Agreement"), to aid in the financing of a redevelopment project pursuant to the Act. This Note does not represent a debt or pledge of the faith or credit of the Issuer or grant to the Registered Holder of this Note any right to have the Issuer levy any taxes or appropriate any funds for the payment of the principal hereof nor is this Note a general obligation of the Issuer, or the individual officials, officers or agents thereof. This Note is payable solely and only out of the Tax Increment Revenues generated by the Project as identified in the Redevelopment Agreement. All such revenue has been duly pledged for that purpose.

THIS NOTE DOES NOT NOW AND SHALL NEVER CONSTITUTE AN INDEBTEDNESS OF THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF ST. PAUL, WITHIN THE MEANING OF ANY STATE CONSTITUTIONAL PROVISION OR STATUTORY LIMITATION, NOR SHALL THIS NOTE EVER GIVE RISE TO ANY PECUNIARY LIABILITY OR A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWERS OF THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF ST. PAUL OR THE CITY OF ST. PAUL.

No recourse shall be had for the payment of the principal on this Note, or for any claim based hereon or upon any obligation, covenant or agreement contained in the Redevelopment Agreement against any past, present or future employee, member or elected official of the Issuer, or any incorporator, officer, director, member or trustee of any successor corporation, as such, either directly or through the Issuer or any successor corporation, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such incorporator, officer, director or member as such is hereby expressly waived and released as a condition of and in consideration of the issuance of this Note.

It is hereby certified and recited and the Issuer has found: that the Project is an eligible "redevelopment project" as defined in the Act; that the issuance of this Note and the construction of the Project will promote the public welfare and carry out the purposes of the Act by, among other things, contributing to the development of a blighted and substandard area of the City of St. Paul, Nebraska, pursuant to a Redevelopment Plan adopted by the City; that all acts, conditions and things required to be done precedent to and in the issuance of this Note have been properly done, have happened and have been performed in regular and due time, form and manner as required by law; and, that this Note does not constitute a debt of the Issuer within the meaning of any constitutional or statutory limitations.

The Note is prepayable at any time in whole or in part, at a prepayment price of par, to the extent there are any funds in the debt service fund in excess of amounts necessary to pay scheduled debt service or in the event the City directs the Issuer that it wishes to prepay the Note. Prepayments shall reduce the number, but not the amount, of scheduled debt service payments on the Note, in inverse order of maturity.

It is hereby certified and recited that all conditions, acts and things required by law and the Redevelopment Agreement to exist, to have happened and to have been performed precedent to and in the issuance of this Note, exist, have happened and have been performed and that the issue of this Note, together with all other indebtedness of the Issuer, is within every debt and other limit prescribed by the laws of the State of Nebraska.

This Note shall not be entitled to any benefit under the Redevelopment Agreement referred to herein or be valid or become obligatory for any purpose until this Note shall have been authenticated by the execution by the Registrar of the Certificate of Authentication hereon.

IN WITNESS WHEREOF, THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF ST. PAUL has caused this Note to be signed in its name and on its behalf by the signature of its Chairman and attested by the signature of its Secretary, as of the Original Issuance Date identified above.

THE COMMUNITY DEVELOPMENT
AGENCY OF THE CITY OF ST. PAUL

ATTEST:

Connie Jo Beck, City Clerk

By: _____
Mike Feeken, Mayor

CERTIFICATE OF AUTHENTICATION

This Note is delivered pursuant to the within-mentioned Redevelopment Agreement.

**St. Paul City Treasurer,
as Paying Agent and Registrar**

By: _____
Authorized Signature
Sally Einspahr

REDEVELOPMENT AGREEMENT
(Middle Loup River Redevelopment Project)

This Redevelopment Agreement is made and entered into as of the 17th day of June, 2024, by and between the Community Development Agency of the City of St. Paul, Nebraska (“CDA”), the City of St. Paul, Nebraska (“City”), and St. Paul Development Corporation, Inc. (“Redeveloper”).

RECITALS

- A. The City of St. Paul, in furtherance of the purposes of, and pursuant to the provisions of the Act, has adopted an amendment to the General Redevelopment Plan for the Middle Loup River Redevelopment Project.
- B. Redeveloper owns the Project Site which is located in the Redevelopment Area.
- C. The proposed Redevelopment Project involves the construction of the private improvements described in the Redevelopment Plan in multiple phases, with all phases collectively comprising of a single Redevelopment Project.
- D. The City intends to undertake the construction of the Public Improvements necessary for the project to provide infrastructure and create buildable lots within the Project Site.
- E. Once the infrastructure is completed and the lots in the Project Site are in a buildable condition, Redeveloper intends to sell the lots to builders or businesses (“Successor Redeveloper(s)”) for the construction of the Private Improvements.
- F. A phased redevelopment project, including the phasing of the division of ad valorem taxes for the project, is permitted under Section 18-2147 of the Act, which expressly authorizes the division of ad valorem taxes on portions of the real property in the redevelopment project for a period not to exceed fifteen (15) years. This Project will accordingly divide the ad valorem taxes on each phase of the real property in the redevelopment project in different years, each for a period not to exceed fifteen (15) years.
- G. The CDA has agreed to utilize tax increment financing to assist with the cost of the eligible public improvements associated with the Project, as more particularly described herein.
- H. The City requires the assistance of the CDA for the cost of the eligible public improvements for the Project and therefore is willing to enter into this Redevelopment Agreement as an inducement to the CDA to issue the TIF Indebtedness contemplated herein.
- I. Redeveloper, CDA, and the City desire to enter into this Redevelopment Agreement to implement the Redevelopment Project set forth in the Redevelopment Plan.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements herein set forth, Redeveloper, CDA, and City do hereby covenant, agree and bind themselves as follows:

**ARTICLE I
DEFINITIONS AND INTERPRETATION**

Section 1.01 Terms Defined in this Redevelopment Agreement.

Unless the context otherwise requires, the following terms shall have the following meanings for all purposes of this Redevelopment Agreement, such definitions to be equally applicable to both the singular and plural forms and masculine, feminine and neuter gender of any of the terms defined:

A. "Act" means Article VIII, Section 12 of the Nebraska Constitution, NEB. REV. STAT. §§ 18-2101 through 18-2157, as amended, and acts amendatory thereof and supplemental thereto.

B. "City" means the City of St. Paul, Nebraska.

C. "CDA" means Community Development Agency of the City of St. Paul.

D. "Desired Project Valuation" means an amount equal to Twenty Million Four Hundred Seventy Seven Thousand Four Hundred Thirty Seven and No/100 Dollars (\$20,477,437.00).

E. "Effective Date" has the meaning set forth in Section 3.01 of this Redevelopment Agreement.

F. "Eligible Project Costs" means only costs or expenses incurred by City and/or Redeveloper for Public Improvements that are eligible for reimbursement under the Act.

G. "Lot" means a lot of record located within the Project Site.

H. "Minimum Project Valuation" means an amount equal to Twelve Million Four Hundred Fifty Thousand One Hundred Thirty One and No/100 Dollars (\$12,450,131.00).

I. "Private Improvements" means construction of industrial buildings and associated improvements located on the Project Site and as more particularly described on Exhibit "A".

J. "Project" or "Redevelopment Project" means the improvements to the Project Site and adjacent thereto, including the Private Improvements and Public Improvements defined herein and described on Exhibit "A" attached and incorporated by this reference. The parties acknowledge and agree that the Project shall be completed in multiple phases in successive years, as further described herein, and that all phases shall collectively constitute the Redevelopment Project.

K. "Project Site" means all that certain real property situated in the City of St. Paul, Howard County, Nebraska, more particularly described on Exhibit "A".

L. "Public Improvements" shall include all the public improvements that shall be undertaken and constructed by the City and associated eligible costs, as more particularly described on Exhibit "A" which are eligible improvements under the Act. The costs of the Public Improvements include the debt service payments of the TIF Indebtedness.

M. "Redevelopment Agreement" means this Redevelopment Agreement between the CDA, City, and Redeveloper with respect to the Project.

N. "Redevelopment Area" means the Redevelopment Area that is set forth in the Redevelopment Plan.

O. "Redevelopment Plan" means the General Redevelopment Plan for the Redevelopment Area approved by the City pursuant to Resolution No. 2006-23 dated December 18, 2006, and the Act, as amended from time to time.

P. "Redeveloper" means the St. Paul Development Corporation, Inc., a Nebraska nonprofit corporation.

Q. "Successor Redeveloper" means, with respect to each Lot, the owner of record of said Lot who either purchased the Lot from Redeveloper, any successor to Redeveloper, or from another Successor Redeveloper.

R. "Tax Increment" or "TIF Revenues" means, in accordance with NEB. REV. STAT. § 18-2147 of the Nebraska Community Development Law, the difference between the ad valorem tax which is produced by the tax levy (fixed each year by the Howard County Board of Equalization) for the Project Site before the completion of the construction of the Private Improvements and the ad valorem tax which is produced by the tax levy for the Project Site after completion of construction of the Private Improvements as part of the Project.

S. "TIF Indebtedness" means any bonds, notes, loans and advances of money or other indebtedness, including interest thereon, issued by the CDA secured in whole or in part by TIF Revenues.

Section 1.02 Construction and Interpretation.

The provisions of this Redevelopment Agreement shall be construed and interpreted in accordance with the following provisions:

(a) This Redevelopment Agreement shall be interpreted in accordance with and governed by the laws of the State of Nebraska, including the Act.

(b) Wherever in this Redevelopment Agreement it is provided that any person may do or perform any act or thing the word "may" shall be deemed

permissive and not mandatory and it shall be construed that such person shall have the right, but shall not the obligation, to do and perform any such act or thing.

(c) The phrase “at any time” shall be construed as meaning “at any time or from time to time.”

(d) The word “including” shall be construed as meaning “including, but not limited to.”

(e) The words “will” and “shall” shall each be construed as mandatory.

(f) The words “herein,” “hereof,” “hereunder,” “hereinafter” and words of similar import shall refer to the Redevelopment Agreement as a whole rather than to any particular paragraph, section or subsection, unless the context specifically refers thereto.

(g) Forms of words in the singular, plural, masculine, feminine or neuter shall be construed to include the other forms as the context may require.

(h) The captions to the sections of this Redevelopment Agreement are for convenience only and shall not be deemed part of the text of the respective sections and shall not vary by implication or otherwise any of the provisions hereof.

ARTICLE II REPRESENTATIONS

Section 2.01 Representations by the CDA.

The CDA makes the following representations and findings:

(a) The CDA is a duly organized and validly existing community development agency under the Act.

(b) The CDA deems it to be in the public interest and in furtherance of the purposes of the Act to accept the proposal submitted by Redeveloper for the redevelopment of the Project Site as specified herein.

(c) The Redevelopment Project will achieve the public purposes of the Act by, among other things, increasing the tax base, and lessening blighted and substandard conditions in the Redevelopment Area.

(d) The costs and benefits of the Project, including costs and benefits to other affected political subdivisions, the economy of the community, and the demand for public and private services have been analyzed by the CDA and have been found to be in the long-term best interest of the community impacted by the Project.

Section 2.02 Representations of the Redeveloper.

The Redeveloper makes the following representations and findings:

(a) Redeveloper is a Nebraska nonprofit corporation duly organized and validly existing under the laws of the State of Nebraska, and is authorized to enter into and perform its obligations under this Redevelopment Agreement.

(b) The execution and delivery of the Redevelopment Agreement and the consummation of the transactions therein contemplated will not conflict with or constitute a breach of or default under any bond, debenture, note or other evidence of indebtedness or any contract, loan agreement or lease to which Redeveloper is a party or by which it is bound, or result in the creation or imposition of any lien, charge or encumbrance of any nature upon any of the property or assets of the Redeveloper contrary to the terms of any instrument or agreement.

(c) There is no litigation pending or to the best of its knowledge threatened against the Redeveloper affecting its ability to carry out the acquisition and facilitation of the Project or the carrying into effect of this Redevelopment Agreement or, except as disclosed in writing to the CDA, as to any other matter materially affecting the ability of Redeveloper to perform its obligations hereunder.

(d) Redeveloper owns or has obtained site control and shall own the Project Site, in fee simple and free from any liens, encumbrances, or restrictions which would prevent the performance of this Agreement by the Redeveloper.

(e) Redeveloper will construct the Public Improvements in accordance with the terms of this Redevelopment Agreement and all applicable federal, state, and local laws related to the Project.

(f) The Project would not be economically feasible without the use of tax increment financing.

(g) The Project would not occur in the Redevelopment Area without the use of tax increment financing.

Section 2.03 Representations of the City.

(a) The City is a Nebraska municipal corporation duly organized and validly existing under the laws of the State of Nebraska, and is authorized to enter into and perform its obligations under this Redevelopment Agreement.

(b) The execution and delivery of the Redevelopment Agreement and the consummation of the transactions therein contemplated will not conflict with or constitute a breach of or default under any bond, debenture, note or other evidence of indebtedness or any contract, loan agreement or lease to which the City is a party or by which it is bound, or result in the creation or imposition of any lien, charge or encumbrance of any nature upon any of the property or assets of the City contrary to the terms of any instrument or agreement.

(c) There is no litigation pending or to the best of its knowledge threatened against the City affecting its ability to carry out the construction, equipping and furnishing of the Public Improvements or the carrying into effect of this

Redevelopment Agreement or, except as disclosed in writing to the CDA, as to any other matter materially affecting the ability of the City to perform its obligations hereunder.

(d) The City will construct the Public Improvements in accordance with the terms of this Redevelopment Agreement and all applicable federal, state and local laws related to the Project.

**ARTICLE III
OBLIGATIONS OF THE CDA AND PUBLIC IMPROVEMENTS**

Section 3.01 Capture of Tax Increment.

Subject to the contingencies described below and to all of the terms and conditions of this Redevelopment Agreement, commencing for the tax year of the Effective Date for each phase of the Project and continuing thereafter, the CDA shall capture the Tax Increment, as defined below, from the Private Improvements on each phase of the Project pursuant to the Act. The CDA shall capture the Tax Increment generated by each Phase of the Project Site to assist in the payment of the Public Improvements for a total period not to exceed fifteen (15) years for each phase after the Private Improvements have been included in the assessed valuation of each phase of the Project Site and are generating the Tax Increment subject to capture by the CDA.

The buildings and improvements comprising the Private Improvements shall be built in multiple phases over an unknown number of years. Each phase of the Project will specifically identify the portion of the Project Site that will be developed in that phase. In order to optimize the Tax Increment for the Project, each phase shall have a separate "Effective Date" for the division of ad valorem taxes and the number of industrial units included in each phase will be based upon the construction and absorption rate of the Private Improvements.

The Effective Date for the first phase of the Project will be determined by the CDA based upon completion of construction of the first phase Private Improvements. The Effective Date of and the number of lots within each phase of the Project shall be directly related to the construction and absorption rate of the Private Improvements. The CDA shall file with the Howard County Assessor the "Notice to Divide Taxes" on or prior to August 1 in the calendar year of the Effective Date for each phase of the Project, which shall identify the legal description of the buildable lot(s) of record located within the Project Site constituting the Phase, the Base Year (calendar year prior to the Effective Date) for such Phase, and the year in which the tax division becomes effective (calendar year of the Effective Date) for said phase.

Section 3.02 Issuance of TIF Indebtedness.

(a) No sooner than thirty (30) days following the approval and execution of this Agreement, the CDA shall incur or issue TIF Indebtedness in an amount not to exceed Three Million Seven Hundred Thousand and No/100 Dollars

(\$3,700,000.00), as calculated on the attached and incorporated Exhibit "B". The TIF Indebtedness shall be issued by the CDA to the City or, at the election of the City, to a lender of the City. The CDA shall issue a note for the TIF Indebtedness, the form of which is attached hereto as Exhibit "C".

(b) The TIF Indebtedness shall not be a general obligation of the CDA, which shall issue such TIF Indebtedness solely as a conduit and any payments to be made on the TIF Indebtedness shall be limited to the Tax Increment generated by the Project. If the TIF Indebtedness is not paid in full by the maturity date set forth on Exhibit "B", all unpaid amounts shall be forgiven.

Section 3.03 Amount of TIF Indebtedness.

The CDA will collect the Tax Increment and use said Tax Increment to pay debt service on the TIF Indebtedness incurred as provided in Section 3.02 of this Redevelopment Agreement. Notwithstanding the foregoing, the amount of the TIF Indebtedness shall not exceed the amount of the Eligible Project Costs incurred by City certified pursuant to Section 4.02. In addition, the CDA shall retain an amount sufficient to pay its reasonable and necessary cost of issuance, including attorney fees.

Section 3.04 Creation of Fund.

The CDA will create a special fund to collect and hold the receipts of the Tax Increment. Such special fund shall be used for no purpose other than to pay TIF Indebtedness.

Section 3.05 Projected TIF Sources and Uses.

The anticipated TIF sources and eligible uses are set forth on the attached and incorporated Exhibit "D". The projected uses of the TIF funds are eligible under the Act and are estimates which shall be confirmed upon construction completion and certified by the CDA under Section 4.02 below. The information contained in Exhibit "D", including the TIF Sources and Uses and the phasing schedule, are all preliminary estimates and subject to change based on the implementation of the Project.

**ARTICLE IV
OBLIGATIONS OF THE CITY, REDEVELOPER, AND SUCCESSOR
REDEVELOPERS**

Section 4.01 Construction of Project; Insurance.

(a) The City will complete the Public Improvements as described on Exhibit "A". The City shall be solely responsible for obtaining all permits and approvals necessary to acquire, construct and equip the Public Improvements.

(b) Pursuant to Section 4.05(b) of this Redevelopment Agreement, Redeveloper intends to assign the obligation to build the Private Improvements to Successor Redevelopers on a lot-by-lot basis. Upon such assignment, each Successor Redeveloper will complete the Private Improvements and shall be solely responsible for obtaining all permits and approvals necessary to acquire, construct, and equip the Private Improvements. Redeveloper shall have the right to determine the uses permitted by each Successor Redeveloper, provided that all such uses shall be in conformance with the Redevelopment Plan, and specifically the Amendment Redevelopment Plan approved for this Project.

(c) Any contractor chosen by the City and/or the Successor Redeveloper, or the City and/or Successor Redeveloper itself as owner, shall be required to obtain and keep in force at all times from construction commencement until completion of construction, policies of insurance on each phase including coverage for contractors' general liability and completed operations (provided that the City and/or Successor Redeveloper may self-insure in lieu of obtaining and keeping in force such policy of insurance) and a penal bond as required by the Act. Provided that a contractor obtains such insurance, the City and/or Successor Redeveloper shall be named as an additional insured. Any contractor chosen by the City and/or by Successor Redeveloper, or the City and/or Successor Redeveloper itself as owner, shall be required to purchase and maintain property insurance upon the Project to the full insurable value thereof (provided that the City and/or Successor Redeveloper may self-insure in lieu of obtaining and keeping in force such policy of insurance). This insurance shall insure against the perils of fire and extended coverage and shall include "special causes of loss" insurance for physical loss or damage.

Section 4.02 Cost Certification.

The City shall submit to CDA one or more certifications of Eligible Project Costs after expenditure of such Project costs. The City may, at its option, submit one or more partial Eligible Project Costs Certifications prior to expenditure of all Eligible Project Costs providing certification of receipt of billings for work in progress. All Eligible Project Costs Certifications shall be subject to review and approval by the CDA. Determinations by the CDA whether costs included in the Eligible Project Costs Certification are properly included in Eligible Project Costs as defined in this Agreement shall be made in its sole discretion and shall be conclusive and binding on the City and/or Redeveloper.

If the City fails to submit Eligible Project Costs Certifications in an amount equal to or greater than the principal amount of the TIF Indebtedness upon completion of the Public Improvements, the principal amount of the TIF Indebtedness shall be adjusted to reflect the aggregate amount of Eligible Project Costs certified by the CDA.

Section 4.03 No Discrimination.

The City, Redeveloper, and/or Successor Redeveloper agree and covenant for themselves, their successors and assigns that as long as this Redevelopment

Agreement is outstanding, they will not discriminate against any person or group of persons on account of race, sex, color, religion, national origin, ancestry, disability, marital status or receipt of public assistance in connection with the Project. The City, Redeveloper, and/or Successor Redeveloper agree for themselves and their successors and assigns that during the construction of the Project, the City, Redeveloper, and/or Successor Redeveloper will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, marital status or receipt of public assistance. The City, Redeveloper, and/or Successor Redeveloper will comply with all applicable federal, state and local laws related to the Project.

Section 4.04 Valuation and Real Estate Taxes.

(a) Redeveloper shall use reasonable efforts to create a taxable real property valuation of the Project and Project Site of not less than the Desired Project Valuation no later than as of the Effective Date of the final phase of the Project. At a minimum, Redeveloper shall create a taxable real property valuation of the Project and Project Site of not less than the Minimum Project Valuation no later than as of the Effective Date of the final phase of the Project.

(b) Redeveloper shall have the right to set the minimum valuation for each Lot provided that the aggregate minimum required valuation of all the lots equals or exceeds the Minimum Project Valuation. Each Successor Redeveloper shall be obligated to create a taxable real property valuation of its Lot of not less than the minimum required valuation for the specific Lot set forth in the applicable Assignment and Assumption Agreement (each, an "Assigned Lot Valuation") no later than the applicable completion date for said Lot.

(c) During the period of this Redevelopment Agreement and after the applicable Effective Date for each Lot, Successor Redeveloper: (1) will not protest a taxable real property valuation of a Lot to a sum less than the Assigned Lot Valuation; and (2) will not convey a Lot or structures thereon to any entity which would be exempt from the payment of real estate taxes or cause the nonpayment of such real estate taxes.

Section 4.05 Assignment or Conveyance.

(a) The Project Site is currently owned by Redeveloper. Redeveloper may sell any Lot to any non-exempt Successor Redeveloper provided that said non-exempt Successor Redeveloper agrees to enter into an Assignment and Assumption of Redevelopment Agreement in the form attached hereto as Exhibit "E" on the closing date.

(b) A Successor Redeveloper must assume all obligations of Redeveloper with respect to the specific Lot. A Successor Redeveloper may only assign, convey, or transfer a Lot or any interest therein prior to the termination of the fifteen (15) year period commencing on the applicable Effective Date for said Lot, if (1) the Buyer is not tax exempt and agrees not to file for an exemption from real estate taxes, (2)

the Buyer agrees to enter into an Assignment and Assumption Agreement in the form attached hereto as Exhibit "E", (3) Successor Redeveloper notifies the CDA of the transfer prior to closing, and (4) the CDA approves all the terms set forth in the proposed Assignment and Assumption Agreement. The City agrees that it shall not be required to approve and execute any Assignment and Assumption Agreement as long as the CDA approves and executes said Assignment and Assumption Agreement.

ARTICLE V
FINANCING THE PROJECT; ENCUMBRANCES

Section 5.01 **Financing.**

(a) The City shall pay all costs for the construction of the Public Improvements and shall be responsible for arranging all necessary financing related thereto, including the TIF Indebtedness.

(b) Redeveloper and/or Successor Redeveloper shall pay all costs for the construction of the Private Improvements on the applicable lot and shall be responsible for arranging all necessary financing related thereto.

Section 5.02 **Encumbrances.**

Neither the City, Redeveloper, nor Successor Redeveloper shall create any lien, encumbrance or mortgage on the Project or the Project Site except, (a) encumbrances which secure indebtedness incurred to acquire, construct and equip the Project or for any other physical improvements to the Project Site, (b) easements and rights of entry, (c) construction and materialman liens that may be filed in connection with the construction of the Private Improvements so long as any such lien is discharged or bonded within ninety (90) days of completion of the Private Improvements, and (d) any other liens so long as any such lien is satisfied and released or substitute security is posted in lieu thereof within ninety (90) days of receiving notice thereof.

ARTICLE VI
DEFAULT, REMEDIES; INDEMNIFICATION

Section 6.01 **General Remedies.**

Subject to the further provisions of this Article VI, in the event of any failure to perform or breach of this Redevelopment Agreement or any of its terms or conditions, by any party hereto or any successor to such party, such party, or successor, shall, upon written notice from any other, proceed immediately to commence such actions as may be reasonably designed to cure or remedy such failure to perform or breach which cure or remedy shall be accomplished within a reasonable time by the diligent pursuit of corrective action. In case such action is not taken, or diligently pursued, or the failure to perform or breach shall not be cured or remedied within a reasonable time, this Redevelopment Agreement shall be

in default and the aggrieved party or parties may institute such proceedings as may be necessary or desirable to enforce its rights under this Redevelopment Agreement, including, but not limited to, proceedings to compel specific performance by the party failing to perform or in breach of its obligations; provided that, in view of the additional remedies of the CDA set out in Section 6.02, the remedy of specific performance by Successor Redeveloper shall not include or be construed to include the covenant to build or construct the Private Improvements or Project.

Section 6.02 Additional Remedies of the CDA.

Successor Redeveloper shall be in default of this Redevelopment Agreement upon the occurrence of any of the following:

- (a) Successor Redeveloper shall fail to complete the construction of the Private Improvements before the applicable completion date for each Lot or shall abandon construction work for any period of 120 days (not including any period covered pursuant to the terms of Section 6.04 below);
- (b) Successor Redeveloper shall fail to pay real estate taxes or assessments on each Lot when due;
- (c) Successor Redeveloper fails to satisfy the obligations of Section 4.04 of this Agreement; or
- (d) There is, in violation of Section 4.05(b) of this Redevelopment Agreement, transfer of the Project Site or any part thereof, and such failure or action by the Successor Redeveloper has not been cured within 30 days following written notice from the CDA.

If Successor Redeveloper is in default of this Redevelopment Agreement and such default is not cured in the period herein provided, the parties agree that the damages caused to the CDA would be difficult to determine with certainty. To the extent that such failure results in the fact that the CDA is not able to capture the full amount of TIF Revenues contemplated hereunder, Successor Redeveloper shall be obligated, on a semi-annual basis, to remit the sum by which the anticipated TIF Revenues exceed the actual TIF Revenues for Successor Redeveloper's Lot ("Deficiency Payment"). Specifically, the Deficiency Payments will be determined based upon the amount of ad valorem taxes that would be paid if the Lot was valued at the Assigned Lot Valuation less the amount of ad valorem taxes actually paid for the Lot.

Section 6.03 Remedies in the Event of Other City Defaults.

In the event the City, Redeveloper, and/or Successor Redeveloper fail to perform any other provisions of this Redevelopment Agreement (other than those specific provisions contained in Section 6.02), and such failure has not been cured within 30 days following written notice from the CDA, then the City, Redeveloper,

and/or Successor Redeveloper shall be in default. In such an instance, the CDA may seek to enforce the terms of this Redevelopment Agreement or exercise any other remedies that may be provided in this Redevelopment Agreement or by applicable law; provided, however, that the default covered by this Section shall not give rise to a right of rescission or termination of this Redevelopment Agreement.

Section 6.04 Limitation of Liability; Indemnification.

(a) Notwithstanding anything in this Article VI or this Redevelopment Agreement to the contrary, neither the CDA nor its officers, directors, employees, agents or their governing bodies shall have any pecuniary obligation or monetary liability under this Redevelopment Agreement. The obligation of the CDA on any TIF Indebtedness shall be limited solely to the TIF Revenues pledged as security for such TIF Indebtedness and actually collected. Specifically, but without limitation, the CDA shall not be liable for any costs, liabilities, actions, demands, or damages for failure of any representations, warranties or obligations hereunder. Successor Redeveloper releases the CDA from and agrees that the CDA shall not be liable for any loss or damage to property or any injury to or death of any person that may be occasioned by any cause whatsoever pertaining to the Private Improvements. Provided, however, such release shall not be deemed to include such liability actions as arise directly out of the negligence or misconduct of the CDA.

(b) Redeveloper and each Successor Redeveloper, as applicable (referred to herein as the "Indemnifying Party") agrees to indemnify, defend (at the CDA's option) and hold harmless the CDA, its respective employees, officials, agents, representatives and volunteers from and against any and all liabilities, damages, injuries (including death), property damage (including loss of use), claims, liens, judgments, costs, expenses, suits, actions, or proceedings and reasonable attorney's fees, and actual damages of any kind or nature, arising out of or in connection with any aspect of the acts, omissions, negligence or willful misconduct of the Indemnifying Party, its employees, agents, officers, contractors or subcontractors, or Indemnifying Party's performance or failure to perform under the terms and conditions of this Redevelopment Agreement. Such indemnification, hold harmless, and defense obligation shall exclude only such liability actions as arise directly out of acts, omissions, or the sole negligence or willful misconduct of the CDA. The indemnification and defense obligations set forth herein shall survive the termination of this Redevelopment Agreement.

**ARTICLE VII
MISCELLANEOUS**

Section 7.01 Memorandum.

Within thirty (30) days of the full execution of this Agreement, Redeveloper shall record with the Howard County Register of Deeds a Memorandum of this Redevelopment Agreement in the form attached hereto as Exhibit "F" and incorporated by this reference.

Section 7.02 Governing Law.

This Redevelopment Agreement shall be governed by the laws of the State of Nebraska, including the Act.

Section 7.03 Binding Effect; Amendment.

This Redevelopment Agreement shall be binding on the parties hereto and their respective successors and assigns. This Redevelopment Agreement shall run with the Project Site. The Redevelopment Agreement shall not be amended except by a writing signed by the party to be bound.

Section 7.04 No Agency or Partnership.

This Redevelopment Agreement is not intended and shall not be construed to create the relationship of agent, employee, partnership, joint venture or association as between the CDA and Redeveloper or Successor Redeveloper, nor between the CDA and any officer, employee, contractor or representative of Redeveloper or Successor Redeveloper. No joint employment is intended or created by this Redevelopment Agreement for any purpose. Redeveloper and Successor Redeveloper agrees to inform its employees, agents, contractors and subcontractors who are involved in the implementation of or construction under this Redevelopment Agreement.

Section 7.05 Document Retention.

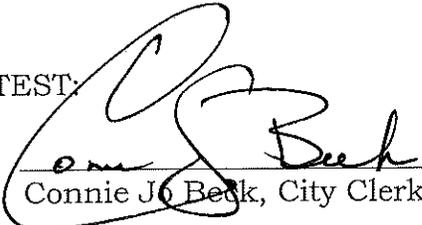
The City, Redeveloper, and Successor Redeveloper shall retain copies of all supporting documents that are associated with the Redevelopment Plan, Project, or this Redevelopment Agreement and that are received or generated by the City, Redeveloper, and/or the Successor Redeveloper for three years following the end of the last fiscal year in which ad valorem taxes are divided for the Project in order to comply with the applicable retention requirements under the Act. Supporting documents shall include, but are not limited to, any cost-benefit analysis conducted pursuant to Section 18-2113 of the Act and any invoice, receipt, claim, or contract received or generated by the City, Redeveloper, and/or the Successor Redeveloper that provides support for receipts or payments associated with the division of taxes.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the CDA, City, and Redeveloper have signed this Redevelopment Agreement as of the date and year first above written.

CDA:

COMMUNITY DEVELOPMENT
AGENCY OF THE CITY OF ST. PAUL,
NEBRASKA

ATTEST:
By: 
Connie Jo Beck, City Clerk

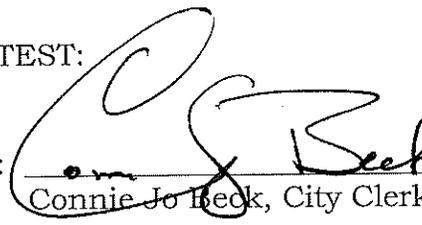
By: 
Mike Feeken, Mayor

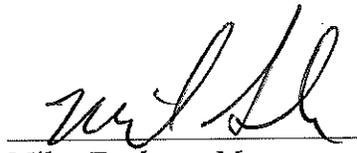
STATE OF NEBRASKA)
) ss.
COUNTY OF HOWARD)

The foregoing instrument was acknowledged before me this 18th day of June, 2024, by Mike Feeken, Mayor and Connie Jo Beck, City Clerk respectively of the Community Development Agency of the City of St. Paul, Nebraska, a public body corporate and politic, on behalf of the Agency.

CITY:

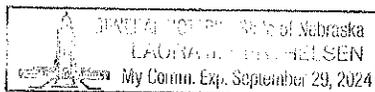
THE CITY OF ST. PAUL, NEBRASKA

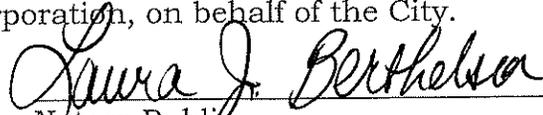
ATTEST:
By: 
Connie Jo Beck, City Clerk

By: 
Mike Feeken, Mayor

STATE OF NEBRASKA)
) ss.
COUNTY OF HOWARD)

The foregoing instrument was acknowledged before me this 18th day of June, 2024, by Mike Feeken, Mayor and Connie Jo Beck, City Clerk respectively of the City of St. Paul, Nebraska, a municipal corporation, on behalf of the City.




Notary Public

REDEVELOPER:

ST. PAUL DEVELOPMENT
CORPORATION, INC.

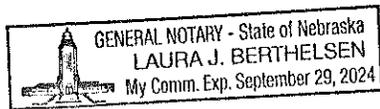
By: *Parker Klinginsmith*

Name: Parker Klinginsmith

Title: Executive Director

STATE OF NEBRASKA)
) ss.
COUNTY OF HOWARD)

The foregoing instrument was acknowledged before me this 18th day of June, 2024, by Parker Klinginsmith, Executive Director of the St. Paul Development Corporation, Inc., a Nebraska nonprofit corporation, on behalf of the company.



Laura J. Berthelsen
Notary Public

EXHIBIT "A"
DESCRIPTION OF PROJECT

The Project undertaken by Redeveloper and City on the Project Site is legally described as follows:

Lots 1-20, Middle Loup River Subdivision, St. Paul, Howard County,
Nebraska.

The Project shall consist of the following:

- (a) **Private Improvements.** The construction of various buildings on approximately twenty (20) lots and the associated improvements within the Redevelopment Area. The specific private improvements will be determined on a lot-by-lot basis in accordance with the approved uses in the Redevelopment Plan.

- (b) **Public Improvements.** The eligible expenses and Public Improvements shall include all City costs with respect to this Project which shall include, but are not limited to, the projected TIF uses set forth in Exhibit "D" to this Redevelopment Agreement; paid for, in part, by the Tax Increment created by the Private Improvements.

The Project shall be completed in multiple phases as described in the Redevelopment Agreement. Each phase may have a separate effective date.

EXHIBIT "B"
TIF INDEBTEDNESS

1. **Projected Base Value:** \$676,750
2. **Desired Final Value (Desired Project Valuation):** \$20,477,437
3. **Difference in Valuation:** \$19,800,687
4. **Assumed Tax Levy:** 1.92597
5. **Anticipated Annual Tax Increment:** \$381,356
6. **TIF Indebtedness:**

- a. **Principal Amount.** The principal amount of the TIF Indebtedness shall be the amount, together with interest accruing thereon, which can be amortized by the end of the fifteen (15) year tax increment period for the last phase of the Project, solely from the Tax Increment Revenues based upon the assumed ad valorem tax rate applicable to the Project Site multiplied by the Anticipated Tax Increment available (above). Based on this formula, the principal amount of the TIF Indebtedness shall be up to \$3,700,000.
- b. **Interest Rate.** The interest rate for the TIF Indebtedness shall be determined prior to the issuance of the TIF Note. A six percent (6%) interest rate has been used for the TIF projections and calculations, but the interest rate may be adjusted based upon the City's reasonable evidence of lender requirements.
- c. **Payments.** Payments shall be made semi-annually commencing when the real estate taxes are fully collected for the tax year of the Effective Date for each phase of the Project. The final payment on the TIF Indebtedness shall occur when the real estate taxes are fully collected for the fifteenth (15th) year of the tax increment period for the final phase of the Project. Due to the phasing of this project, the parties acknowledge and agree that a uniform payment and amortization cannot be calculated, and the actual timing and amount of Tax Increment will be determined by the timing of the phases of the Project. In no case whatsoever shall the annual debt service payment on the TIF Indebtedness exceed the amount of Tax Increment received by the CDA in said year of the payment. The CDA shall only be obligated to make payments up to the actual amount of Tax Increment received by the CDA for the Project.
- d. **Anticipated Maturity Date.** Each phase of the Project shall divide the taxes on the applicable phase property for fifteen (15) years, and the maturity date for the Project shall be December 31st of the fifteenth (15th) year real estate taxes are collected for the final phase. Solely as an example, if the final phase Effective Date is January 1, 2030, then the

Project Maturity Date shall be December 31, 2045 (2044 taxes paid in 2045).

- e. **TIF Period.** The period for TIF on this Project will be fifteen (15) years per phase, commencing on the first phase and terminating on the Maturity Date (as determined above).

Note: All calculations are based on assumptions and estimates of future values that may be different than the values that are actually calculated or may vary from year to year.

Schedule 1
Maturity Date Schedule

Pursuant to the Redevelopment Agreement, the CDA shall capture the Tax Increment generated by each phase of the Project to assist in the payment of the Public Improvements for a total period not to exceed fifteen (15) years for each phase after the Private Improvements have been included in the assessed valuation of each phase of the Project and are generating the Tax Increment subject to capture by the CDA. The Maturity Date shall be determined in accordance with the phasing of the Project pursuant to the terms and conditions set forth in the Redevelopment Agreement.

The Project shall be completed in multiple phases, the number of which is not yet ascertained, and each phase shall have a separate "Effective Date" for the division of ad valorem taxes on the lots developed in the applicable phase. The Maturity Date of this Note shall be December 31 of the year fifteen (15) years following the year in which ad valorem taxes are collected for the Effective Date of the final phase of the Project. Solely as an example, if the Effective Date of the final phase of the Project is January 1, 2030, then the Maturity Date of this Note shall be December 31, 2045. Upon determination of the Effective Date of the final phase of the Project, the CDA shall notify the City and may, but has no obligation to, supplement this Schedule 1 to identify the Maturity Date with more specificity.

EXHIBIT "D"
PROJETED TIF SOURCES AND USES

TIF SOURCES

Assumptions:

Tax Levy:	1.92597
Interest Rate:	5.0%
Base Value	\$676,750

Projection 1: Maximum TIF (\$3,700,000):

	Value	Taxes
Base Year	\$676,750	\$13,034
Completed	\$20,477,437	\$394,390
Increment	\$19,800,687	\$381,356

Annual TIF	\$381,356
Less 1% Treas. Fee	\$377,543
Total TIF (15 yrs)	\$5,663,138
Present Value	\$3,700,000

Projection 2: Minimum TIF (\$2,200,000):

	Value	Taxes
Base Year	\$676,750	\$13,034
Completed	\$12,450,131	\$239,786
Increment	\$11,773,381	\$226,752

Annual TIF	\$226,752
Less 1% Treas. Fee	\$224,485
Total TIF (15 yrs)	\$3,367,271
Present Value	\$2,200,000

TIF USES:

The cost of the TIF Uses shown below are based upon preliminary bids:

Section I					
Bid Section A					
	Item	Unit	Quantity	Unit Cost	Cost
1	Mobilization/Demobilization	LS	1	\$113,300.00	\$113,300.00
2	Dewatering	LS	1	\$250,000.00	\$250,000.00
3	Remove Pavement	SY	31	\$18.00	\$558.00

4	7" Concrete Pavement w/ Integral Curb & Gutter	SY	11964	\$60,00	\$717,840.00
5	Subgrade Preparation	SY	11964	\$6.00	\$71,784.00
6	Build Concrete Header	LF	111	\$30.00	\$3,330.00
7	36" R.C. Flared-End Section	EA	1	\$1,750.00	\$1,750.00
8	36" R.C. Pipe	LF	1531	\$95.00	\$145,445.00
9	24" R.C. Pipe	LF	761	\$85.00	\$64,685.00
10	18" R.C. Pipe	LF	872	\$75.00	\$65,400.00
11	Storm Sewer Junction Box	EA	5	\$8,000.00	\$40,000.00
12	Curb Inlet	EA	8	\$5,000.00	\$40,000.00
13	18" Cap	EA	1	\$750.00	\$750.00
14	Earthwork	LS	1	\$215,000.00	\$215,000.00
15	Silt Fence	LF	740	\$7.00	\$5,180.00
16	Seeding and Mulch	AC	16.5	\$2,500.00	\$41,250.00
17	Tree Removal/ Cleaning and Grubbing	LS	1	\$20,000.00	\$20,000.00
18	Build Construction Entrance	EA	1	\$2,500.00	\$2,500.00
19	8" PVC Sanitary Sewer	LF	1533	\$55.00	\$84,315.00
20	4" PVC Sanitary Sewer Service	LF	389	\$40.00	\$15,560.00
21	1.5" HOPE Force Main	LF	799	\$30.00	\$23,970.00
22	Flushing Station	EA	1	\$2,750.00	\$2,750.00
23	48" Dia, Sanitary Sewer Manhole	EA	6	\$8,000.00	\$48,000.00
24	Sanitary Sewer Service Connection	EA	10	\$300.00	\$3,000.00
25	Lift Station	EA	1	\$110,000.00	\$110,000.00
26	8" PVC Cap	EA	1	\$750.00	\$750.00
27	Connect to Existing Structure	EA	1	\$2,500.00	\$2,500.00
28	8" D.I. Water Main	LF	1039	\$55.00	\$57,145.00
29	8" PVC Water Main	LF	1425	\$50.00	\$71,250.00
30	8" M.J. 45° Bend	EA	2	\$750.00	\$1,500.00
31	8" M.J. Tee	EA	3	\$1,250.00	\$3,750.00
32	8"x6" M.J. Tee	EA	5	\$1,000.00	\$5,000.00
33	8" Gate Valve w/ Box	EA	6	\$2,750.00	\$16,500.00
34	8" M.J. Cap	EA	2	\$750.00	\$1,500.00
35	8" M.J. Sleeve	EA	3	\$750.00	\$2,250.00
36	Remove Existing Fitting	EA	1	\$500.00	\$500.00
37	8"x6" M.J. Reducer	EA	2	\$1,000.00	\$2,000.00
38	Fire Hydrant Assembly w/ Aux. Valve	EA	5	\$7,250.00	\$36,250.00
39	Water Service Tubing	LF	590	\$20.00	\$11,800.00
40	Water Service Connection	EA	11	\$1,150.00	\$12,650.00
41	Tracer Wire Test Box	EA	12	\$500.00	\$6,000.00
42	Relocate Gas Main	LS	1	\$50,000.00	\$50,000.00
43	Gravel Surfacing	TN	45	\$50.00	\$2,250.00
44	Overexcavation	CY	600	\$15.00	\$9,000.00

Exhibit D

Total \$2,378,962
10% Cont. \$237,896
Total Construction Cost \$2,616,858

Section I (Highway 281 intersection)					
Bid Section B					
	Item	Unit	Quantity	Unit Cost	Cost
1	Traffic Control	LS	1	\$10,000.00	\$10,000.00
2	Mobilization	LS	1	\$7,200.00	\$7,200.00
3	Build 10" Doweled Concrete Pavement	SY	975	\$80.00	\$78,000.00
4	Build Curb Inlet	EA	1	\$5,000.00	\$5,000.00
5	Build Storm Sewer Manhole	EA	1	\$8,000.00	\$8,000.00
6	18" Reinforced Concrete Storm Sewer	LF	8	\$75.00	\$600.00
7	Adjust Manhole to Grade	EA	2	\$1,250.00	\$2,500.00
8	5" Yellow, Wet Reflective Polyurea	LF	2013	\$5.00	\$10,065.00
9	5" White, Wet Reflective Polyurea	LF	574	\$5.00	\$2,870.00
10	Remove Concrete Pavement	SY	81	\$18.00	\$1,458.00
11	Remove Asphalt Pavement	SY	265	\$15.00	\$3,975.00
12	Remove Storm Sewer Manhole	EA	1	\$2,500.00	\$2,500.00
13	Remove Tree	EA	2	\$2,500.00	\$5,000.00
14	Remove & Reset Sign	EA	3	\$750.00	\$2,250.00
15	Earthwork	LS	1	\$10,000.00	\$10,000.00
16	Seeding and Mulch	AC	0.32	\$2,500.00	\$800.00

Total \$150,218.00
10% Cont. \$15,021.80
Total Construction Cost \$165,239.80

Section II					
	Item	Unit	Quantity	Unit Cost	Cost
1	Mobilization/Demobilization	LS	1	\$35,200.00	\$35,200.00
2	Dewatering	LS	1	\$50,000.00	\$50,000.00
3	Remove Pavement	LF	74	\$20.00	\$1,480.00
4	7" Concrete Pavement w/ Integral Curb & Gutter	SY	22 02	\$60.00	\$132,120.00
5	Subgrade Preparation	SY	2202	\$6.00	\$13,212.00
6	Build Concrete Header	LF	256	\$75.00	\$19,200.00
7	18" R.C. Pipe	EA	2	\$5,000.00	\$10,000.00
8	Curb Inlet	EA	2	\$1,500.00	\$3,000.00
9	18" FES	LS	1	\$150,000.00	\$150,000.00
10	Earthwork	AC	3.4	\$2,500.00	\$8,500.00
11	Seeding and Mulch	LS	1	\$20,000.00	\$20,000.00
12	Tree Removal/ Clearing and Grubbing	EA	1	\$2,500.00	\$2,500.00
13	Build Construction Entrance	LF	711	\$55.00	\$39,105.00

14	8" PVC Sanitary Sewer	LF	360	\$40.00	\$14,400.00
15	4" PVC Sanitary Sewer Service	EA	3	\$8,000.00	\$24,000.00
16	Sanitary Sewer Service Connection	EA	9	\$300.00	\$2,700.00
17	Connect to Existing Structure	EA	1	\$2,500.00	\$2,500.00
18	8" D.I. Water Main	LF	1616	\$55.00	\$88,880.00
19	8" PVC Water Main	LF	1425	\$50.00	\$71,250.00
20	8" M.J. 90° Bend	EA	2	\$750.00	\$1,500.00
21	8"x6" M.J. Tee	EA	2	\$1,000.00	\$2,000.00
22	8" Gate Valve w/ Box	EA	1	\$2,750.00	\$2,750.00
23	8" M.J. Sleeve	EA	1	\$750.00	\$750.00
24	Remove Existing Fitting	EA	2	\$500.00	\$1,000.00
25	Fire Hydrant Assembly w/ Aux. Valve	EA	2	\$7,250.00	\$14,500.00
26	Water Service Tubing	LF	330	\$20.00	\$6,600.00
27	Water Service Connection	EA	9	\$1,150.00	\$10,350.00
28	Tracer Wire Test Box	EA	2	\$500.00	\$1,000.00
29	Gravel Surfacing	TN	20	\$50.00	\$1,000.00
30	Overexcavation	CY	600	\$15.00	\$9,000.00
Total					\$738,497.00
10% Cont.					\$73,849.70
Total Construction Cost					\$812,346.70

Total estimates from the bids (from January 2023) = \$3,569,442. These estimates have been updated in 2024 and currently anticipated costs are approximately \$3,700,000.

EXHIBIT "E"
ASSIGNMENT AND ASSUMPTION OF
REDEVELOPMENT AGREEMENT

[On the Following Page]

Connie Beck

From: Andrew R. Willis <awillis@clinewilliams.com>
Sent: Monday, September 23, 2024 1:20 PM
To: Connie Beck
Subject: RE: Middle Loup River Subdivision TIF Promissory Note

Middle Loup River
Infrastr. cost

Connie –

- TIF Note.** For the TIF note, go ahead and issue the Note now, so you can use whatever date the Note is actually signed (9/23 if today, etc). The Note is for repayment to the City, so just keep the note with you City TIF records. This project is set up so all the TIF comes back to the City,

One thing to look out for—we have the note for \$3.7 million. If the total costs come in lower than that, we need to amend the note and make sure the TIF note amount does not exceed the actual TIF costs. For example, the January 2023 estimate for the City’s TIF work was \$3,569,442. If this somehow ended up being the actual cost you pay for the infrastructure work, then when the work is completed, we need to amend the note and reduce the principal amount to \$3,569,442. Let me know if that is an issue when the work is done.

- Individual Lots.** When SPDC sells a lot, the minimum lot valuation for that specific lot needs to be determined. We have kept this flexible because of the unknown uses of the lots, but per the redevelopment agreement and TIF projections, SPDC should be shooting for an aggregate valuation of at least \$20,477,437 over all the lots. While that is the goal, the minimum requirement for the aggregate valuation of all the lots, is \$12,450,131. How this amount is allocated between the lots will depend on the users—it will be different for each lot. Once this is determined based on the intended use of the specific lot, that number should be inserted into section 5.b. of the Assignment and Assumption agreement. SPDC needs to set the value for each lot while tracking the overall agreed upon valuations to make sure they hit the minimum valuation requirement.

Let me

r if you have other questions. Thanks.

20 Lots

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After Recording Return To:
Andrew R. Willis
Cline, Williams, Wright, Johnson
& Oldfather, LLP
233 South 13th Street, Suite 1900
Lincoln, NE 68508

**ASSIGNMENT AND ASSUMPTION
OF REDEVELOPMENT AGREEMENT
(Middle Loup River Redevelopment Project)**

This Assignment and Assumption of Redevelopment Agreement (“Agreement”) is entered into on this _____ day of _____, 202__, by and between the Community Development Agency of the City of St. Paul, Nebraska (“CDA”), the St. Paul Development Corporation, Inc. (“Redeveloper”), and _____ (“Successor Redeveloper”).

RECITALS

- A. The CDA, City, and Redeveloper entered into a Redevelopment Agreement dated June 17, 2024 (the “Redevelopment Agreement”) for a redevelopment project on the property that is identified in the Redevelopment Agreement and legally described as:

Lots 1-20, Middle Loup River Subdivision, St. Paul,
Howard County, Nebraska (the “Project Site”).

- B. Redeveloper desires to sell a lot of record located within the Project Site to Successor Redeveloper, which Lot is legally described as:

Lot ____, Middle Loup River Subdivision, St. Paul, Howard
County, Nebraska (the “Lot”).

- C. The terms of the Redevelopment Agreement run with the land.
- D. In connection with the sale of the Lot, the Redeveloper desires to assign the Redevelopment Agreement to Successor Redeveloper and Successor Redeveloper agrees to assume all of the obligations of “Successor Redeveloper” with respect to the Lot.

NOW THEREFORE, in consideration of these mutual covenants contained herein and other good and valuable consideration, the parties agree as follows:

1. Assignment. Effective as of the date of this Agreement, the Redeveloper assigns all of its right, title and interest in and to the Redevelopment Agreement to Successor Redeveloper with respect to the Lot, except as set forth in Section 3 hereof.

2. Assumption. Effective as of the date of this Agreement, Successor Redeveloper assumes and agrees to perform all the obligations of "Successor Redeveloper" under the Redevelopment Agreement with respect to the Lot and to assume and to perform and to be bound by all of the obligations of "Successor Redeveloper" to the CDA with respect to the Lot as provided in the Redevelopment Agreement.

3. TIF Indebtedness. The City's right, title and interest in and to the TIF Indebtedness and TIF Revenue (as defined in the Redevelopment Agreement) shall not be assigned by this Agreement but shall remain vested in the City in all respects, unless otherwise specifically assigned by the City in writing. Successor Redeveloper shall have no claim to or interest in the Tax Increment generated by any phase of the Project.

4. Non-Exempt. Successor Redeveloper hereby represents and warrants that it is not exempt from paying real estate taxes and will not apply for an exemption from real estate taxes during the term of the Redevelopment Agreement.

5. Obligations. Without limiting the general assumption of all the obligations of "Successor Redeveloper" under the Redevelopment Agreement with respect to the Lot, Successor Redeveloper acknowledges and agrees as follows:

(a) Pay Real Estate Taxes. Successor Redeveloper shall pay all real estate taxes on the Lot.

(b) Desired Lot Valuation. Successor Redeveloper shall create a taxable real property valuation of the Lot not less than \$_____ ("Minimum Lot Valuation") no later than January 1, _____ ("Lot Effective Date"), and shall not protest the assessed property valuation of the Lot below such value.

(c) Deficiency Payments. As set forth in Section 6.02 of the Redevelopment Agreement, if for a period of fifteen (15) tax years commencing on the Lot Effective Date, the Lot is not assessed as equal to or greater than the Minimum Lot Valuation, Successor Redeveloper shall be obligated, on a semi-annual basis, to pay to the City an amount equal to the difference between the amount of real estate taxes that would be paid if the Lot was valued at the Minimum Lot Valuation and the amount of real estate taxes actually paid for the Lot.

6. Subsequent Sale. During the applicable fifteen (15) year tax increment financing period for the Lot, Successor Redeveloper shall only have the right to sell the Lot in conformance with Section 4.05(b) of the Redevelopment Agreement.

Executed as of the date first written above.

CDA:

COMMUNITY DEVELOPMENT
AGENCY OF THE CITY OF
ST. PAUL, NEBRASKA

ATTEST:

By: _____
Connie Jo Beck, City Clerk

By: _____
Mike Feeken, Mayor

STATE OF NEBRASKA)
) ss.
COUNTY OF HOWARD)

The foregoing instrument was acknowledged before me this _____ day of _____, 202__, by _____, City Clerk and _____, Mayor, respectively of the Community Development Agency of the City of St. Paul, Nebraska, a public body corporate and politic, on behalf of the Agency.

Notary Public

REDEVELOPER:

ST. PAUL DEVELOPERMENT
CORPORATION, INC.

By: _____

Name: _____

Title: Executive Director

STATE OF NEBRASKA)
) ss.
COUNTY OF HOWARD)

The foregoing instrument was acknowledged before me this _____ day of _____, 202____, by _____, Executive Director of the St. Paul Development Corporation, Inc., a Nebraska nonprofit corporation, on behalf of the company.

Notary Public

SUCCESSOR REDEVELOPER:

By: _____
Name: _____
Title: _____

STATE OF NEBRASKA)
) ss.
COUNTY OF HOWARD)

The foregoing instrument was acknowledged before me this ___ day of _____, 202____, by _____, _____ of _____, a Nebraska _____, on behalf of the _____.

Notary Public

EXHIBIT "F"
MEMORANDUM OF REDEVELOPMENT AGREEMENT

[On the following page]

STATE OF NEBRASKA
HOWARD COUNTY SS. 754
FILED FOR RECORD
MO Aug DAY 12 2024
AT 11:02 O'CLOCK A M. RECORDED
IN BOOK 24 OF RECORD PAGE 2946
Brenda Klanecky COUNTY CLERK
FEE 22.00 BY CCS

After recording return to:
Andrew R. Willis
Cline, Williams, Wright, Johnson
& Oldfather, LLP
233 South 13th Street, Suite 1900
Lincoln, NE 68508

MEMORANDUM OF REDEVELOPMENT AGREEMENT

This Memorandum of Redevelopment Agreement ("Memorandum") is made this 17th day of June, 2024 by and between the Community Development Agency of the City of St. Paul ("CDA"), the City of St. Paul, Nebraska ("City"), and the St. Paul Development Corporation, Inc. ("Redeveloper").

1. **Redevelopment Agreement.** CDA, City, and Redeveloper have entered into that certain Redevelopment Agreement dated as of June 17, 2024 (the "Redevelopment Agreement"), describing the Public Improvements and the Private Improvements being made to real property owned by City and legally described as:

Lots 1-20, Middle Loup River Subdivision, St. Paul, Howard County, Nebraska (the "Project Site").

2. **Tax Increment Financing.** The Project shall be completed in phases. The Redevelopment Agreement provides for the capture of the Tax Increment, as defined therein, by the CDA of the private improvements to be made by the City for a period not to exceed fifteen (15) years after the Effective Date for each phase of the Project. The Tax Increment captured by the CDA shall be used to make the public improvements as described in the Redevelopment Agreement.

3. **Remaining Terms.** The rest and remaining terms of the Redevelopment Agreement are hereby incorporated into this Memorandum as if they were set forth in full. A full and correct copy of the Redevelopment Agreement may be inspected at the City offices in St. Paul, Nebraska.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the CDA, City, and Redeveloper have signed this Redevelopment Agreement as of the date and year first above written.

CDA:

COMMUNITY DEVELOPMENT
AGENCY OF THE CITY OF ST. PAUL

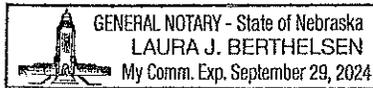
ATTEST:

By: *Connie Jo Beck*
Connie Jo Beck, City Clerk

By: *Mike Feeken*
Mike Feeken, Mayor

STATE OF NEBRASKA)
) ss.
COUNTY OF HOWARD)

The foregoing instrument was acknowledged before me this 18th day of June, 2024, by Connie Jo Beck, City Clerk and Mike Feeken, Mayor, respectively of the Community Development Agency of the City of St. Paul, Nebraska, a public body corporate and politic, on behalf of the Agency.



Laura J. Berthelsen
Notary Public

CITY:

CITY OF ST. PAUL, NEBRASKA

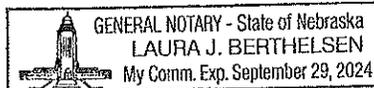
ATTEST:

By: *Connie Jo Beck*
Connie Jo Beck, City Clerk

By: *Mike Feeken*
Mike Feeken, Mayor

STATE OF NEBRASKA)
) ss.
COUNTY OF HOWARD)

The foregoing instrument was acknowledged before me this 18th day of June, 2024, by Connie Jo Beck, City Clerk and Mike Feeken, Mayor respectively of the City of St. Paul, Nebraska, a municipal corporation, on behalf of the City.



Laura J. Berthelsen
Notary Public

REDEVELOPER:

ST. PAUL DEVELOPMENT
CORPORATION, INC.

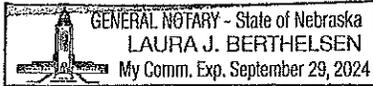
By: *Parker Klinginsmith*

Name: Parker Klinginsmith

Title: Executive Director

STATE OF NEBRASKA)
) ss.
COUNTY OF HOWARD)

The foregoing instrument was acknowledged before me this 18th day of June, 2024, by Parker Klinginsmith, Executive Director of the St. Paul Development Corporation, Inc., a Nebraska nonprofit corporation, on behalf of the company.



Laura J. Berthelsen
Notary Public

**AMENDMENT TO THE REDEVELOPMENT PLAN
OF THE CITY OF ST. PAUL, NEBRASKA**

(MIDDLE LOUP RIVER REDEVELOPMENT PROJECT)

The City of St. Paul, Nebraska ("City") has undertaken a plan of redevelopment within the community pursuant to the adoption of the Redevelopment Plan for the City of St. Paul, as amended (the "Redevelopment Plan"). The Redevelopment Plan was approved by the City Council of the City of St. Paul on December 18, 2006, pursuant to Resolution No. 2006-23. The Redevelopment Plan serves as a guide for the implementation of redevelopment activities within certain areas of the City of St. Paul, as set forth in the Redevelopment Plan.

Pursuant to the Nebraska Community Development Law codified at NEB. REV. STAT. §§ 18-2101 through 18-2157 (the "Act"), St. Paul created the Community Development Agency of the City of St. Paul ("CDA"), which has administered the Redevelopment Plan for the City. The Redevelopment Plan describes Redevelopment Area #1 (the "Redevelopment Area"), which includes the property identified as the Middle Loup River Subdivision. The purpose of this Plan Amendment is to identify a specific region in the Redevelopment Area that is in need of redevelopment to cause the removal of blight and substandard conditions. The project site for this project is legally described on the attached Exhibit "A", which is incorporated herein by this reference (the "Project Site").

The Project Site

The Project Site is in need of redevelopment. In order to support private development, the Project Site is in need of site preparation and utility infrastructure improvements, among other necessary improvements. The CDA has considered whether redevelopment of the Project Site will conform to the general plan and the coordinated, adjusted, and harmonious development of the City and its environs. In this consideration, the CDA finds that such a redevelopment of the Project Site will promote the health, safety, morals, order, convenience, prosperity, and the general welfare of the community including, among other things, the promotion of safety from fire, the promotion of the healthful and convenient distribution of population, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds, and the prevention of the recurrence of conditions of blight.

The Project Site is currently vacant and consists of twenty (20) platted lots in the Middle Loup River Subdivision. The Final Plat of the Middle Loup River Subdivision is attached hereto as Exhibit "B" and incorporated herein by

this reference.¹ The Project Site has been identified by the City as a target area for industrial development but the Project Site lacks the necessary infrastructure for any development or use other than agricultural. The Existing Land Use Map of the Comprehensive Plan identifies the Project Site as agricultural land; however, the Future Land Use Map of the Comprehensive Plan generally designates the Project Site as industrial. The Redevelopment Plan contemplates the use of the Project Site for industrial redevelopment projects, providing that "Industrial uses are proposed to be located along the Nebraska Central Railroad Company corridor."

The Project Site is depicted below:



¹ Subject to the replat to change the name, as discussed in section F of the Statutory Elements section of this Plan, below.

**AMENDMENT TO THE REDEVELOPMENT PLAN
OF THE CITY OF ST. PAUL, NEBRASKA**

(MIDDLE LOUP RIVER REDEVELOPMENT PROJECT)

The City of St. Paul, Nebraska ("City") has undertaken a plan of redevelopment within the community pursuant to the adoption of the Redevelopment Plan for the City of St. Paul, as amended (the "Redevelopment Plan"). The Redevelopment Plan was approved by the City Council of the City of St. Paul on December 18, 2006, pursuant to Resolution No. 2006-23. The Redevelopment Plan serves as a guide for the implementation of redevelopment activities within certain areas of the City of St. Paul, as set forth in the Redevelopment Plan.

Pursuant to the Nebraska Community Development Law codified at NEB. REV. STAT. §§ 18-2101 through 18-2157 (the "Act"), St. Paul created the Community Development Agency of the City of St. Paul ("CDA"), which has administered the Redevelopment Plan for the City. The Redevelopment Plan describes Redevelopment Area #1 (the "Redevelopment Area"), which includes the property identified as the Middle Loup River Subdivision. The purpose of this Plan Amendment is to identify a specific region in the Redevelopment Area that is in need of redevelopment to cause the removal of blight and substandard conditions. The project site for this project is legally described on the attached Exhibit "A", which is incorporated herein by this reference (the "Project Site").

The Project Site

The Project Site is in need of redevelopment. In order to support private development, the Project Site is in need of site preparation and utility infrastructure improvements, among other necessary improvements. The CDA has considered whether redevelopment of the Project Site will conform to the general plan and the coordinated, adjusted, and harmonious development of the City and its environs. In this consideration, the CDA finds that such a redevelopment of the Project Site will promote the health, safety, morals, order, convenience, prosperity, and the general welfare of the community including, among other things, the promotion of safety from fire, the promotion of the healthful and convenient distribution of population, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds, and the prevention of the recurrence of conditions of blight.

The Project Site is currently vacant and consists of twenty (20) platted lots in the Middle Loup River Subdivision. The Final Plat of the Middle Loup River Subdivision is attached hereto as Exhibit "B" and incorporated herein by

this reference.¹ The Project Site has been identified by the City as a target area for industrial development but the Project Site lacks the necessary infrastructure for any development or use other than agricultural. The Existing Land Use Map of the Comprehensive Plan identifies the Project Site as agricultural land; however, the Future Land Use Map of the Comprehensive Plan generally designates the Project Site as industrial. The Redevelopment Plan contemplates the use of the Project Site for industrial redevelopment projects, providing that “Industrial uses are proposed to be located along the Nebraska Central Railroad Company corridor.”

The Project Site is depicted below:



¹ Subject to the replat to change the name, as discussed in section F of the Statutory Elements section of this Plan, below.

The Redevelopment Project

The Project Site is anticipated to be developed primarily as an industrial subdivision with the possible use of the northern portion of the project site for multifamily residential housing. Different commercial/industrial businesses and/or residential uses will be constructed and operated on each lots in the Project Site (each referred to herein as a "Lot").

St. Paul Development Corporation, Inc. ("Redeveloper") currently owns the Project Site. Once the public improvements have been installed and the lots in the Project Site are in a buildable condition, Redeveloper intends to sell the lots for construction of the private improvements. The Project Site does not have sufficient public infrastructure to support any development at this point. The City is willing to construct the required utility infrastructure to support the development, but the City does not have sufficient funds to pay for the necessary public infrastructure improvements. Redeveloper and the City desire to utilize the tax increment generated by the private improvements constructed on the Project Site to repay the cost of installing the public improvements and associated expenses. Because of the potential incompatibility between industrial and residential uses, Redeveloper must take care not to create any adverse impacts. Redeveloper should only consider residential uses adjacent to less intensive uses, and should consider other mitigating actions if necessary, such as additional buffer zones or impact easements.

The preliminary estimated cost of the minimum public improvements needed to develop the Project Site is approximately \$3,700,000. The breakdown of preliminary estimated costs is set forth on Exhibit "C." These TIF-eligible costs are estimates, and the actual costs shall be certified upon completion of the work. The City is willing to construct the public improvements subject to receiving all the TIF generated by the Project up to the total cost of the public improvements. Any specific allocation of costs between the City and Redeveloper shall be finalized in the Redevelopment Agreement, which shall be executed before any party has any further obligations with respect to the Project, but payment of City TIF-eligible costs shall be the first priority.

As part of the Project, the CDA shall utilize tax increment financing ("TIF") from the construction of the private improvements in the Project Site to assist in payment of the public improvements described above. The use of TIF to assist with the costs of the public improvements will make the Project feasible. Neither the City or the Redeveloper will not construct any of the private improvements, but will provide the necessary public improvements for the third parties that purchase lots within the Project Site from the Redeveloper to build the private improvements. Construction on the public improvements

is anticipated to commence in 2024, subject to contractor scheduling and City's ability to obtain initial financing.

Construction of the private improvements is anticipated to commence as soon as the public improvements have been completed. The private improvements will be completed in phases based on market demand, so it is unclear how long it will take to complete the private improvements. The Redeveloper will convey each Lot to a purchaser subject to a contract that will contain certain terms and obligations of said purchaser, including the obligation to assume certain redevelopment agreement obligations with respect to that Lot. The TIF generated by each subproject will be utilized by Redeveloper and the City to assist with the public improvements for the Project. No purchaser shall have any right to utilize the TIF from their Lot and no purchaser shall have any obligations or liabilities for a different purchaser's sub-project on a different Lot. Additional details may be provided in the redevelopment agreement between the CDA and Redeveloper, but the CDA does not intend to amend or supplement this Redevelopment Plan Amendment to identify each subphase in more detail as long as Redeveloper is complying with the Redevelopment Agreement and all specific subphases are compatible with this Plan Amendment and the Redevelopment Agreement.

The Redeveloper projects that the Project will be completed in multiple phases over an unknown period of years. The development of each Lot in the Project Site shall be treated as a separate phase of the Project. It is possible that the phases will occur simultaneously, but each phase may have a different TIF effective date. The phased approach to construction of the Project will allow the Redeveloper to: (i) maximize the tax increment financing resources available to put toward construction of eligible public improvements, (ii) construct the private improvements at a rate that the market can support, and (iii) adapt the Project to the changing needs of the community. Without TIF, the preparation of the Project Site would be cost prohibitive and the City and Redeveloper could not prepare the Project Site to make any of the proposed phases feasible.

Tax Increment Financing

As part of the Project, the CDA shall capture available tax increment from the Project Site to assist in payment for the public improvements listed as eligible expenditures under the Act in the Redevelopment Area. Section 18-2147 of the Act authorizes the use of TIF. It provides that any ad valorem tax levied upon real property, or any portion thereof, in a redevelopment project shall be divided, for a period not to exceed fifteen years after the effective date as identified in the redevelopment contract, or amendment thereof, or in the resolution(s) of the authority authorizing the issuance of TIF Indebtedness pursuant to the Act, as follows:

- (a) That portion of the ad valorem tax the levy produces at the rate fixed each year by or for each public body upon the redevelopment project valuation shall be paid into the funds of each such public body in the same proportion as are all other taxes collected by or for the body ("Base Tax Amount"); and
- (b) That portion of the ad valorem tax on real property, as provided in the redevelopment contract or bond resolution, in the redevelopment project in excess of the Base Tax Amount, if any, shall be allocated to and, when collected, paid into a special fund of the authority to be used solely to pay the principal of, the interest on, and any premiums due in connection with the bonds of, loans, notes, or advances of money to, or indebtedness incurred by, whether funded, refunded, assumed, or otherwise, such authority for financing or refinancing, in whole or in part, the redevelopment project.

With respect to the Project, the actual base tax year and Base Tax Amount for Project Site will be set forth in the redevelopment agreement. It is anticipated that the CDA will issue one or more TIF notes for the entire Project. Notwithstanding any provision herein to the contrary, all incremental tax revenues resulting from the Project shall only be divided and allocated for no more than the applicable 15-year increment period provided by the Act. As stated above, each lot in the Project may be treated as a different phase of the Project and may have a separate effective date and 15-year increment period.

Because of the nature of the Project, it is difficult to determine the final valuation of the Project Site at this time. The Project will consist of the development of approximately 20 lots with different industrial/commercial businesses and/or multifamily residential buildings; the exact size and scope of the businesses and buildings are unknown at this time and will be driven by market conditions. As stated above, the preliminary estimated cost of the minimum public improvements needed to develop the Project Site is approximately \$3,700,000. The City has approximately \$1,500,000 in reserves that could be used for the public improvements, so a minimum of \$2,200,000 in TIF is necessary to finance the Project. However, the City does not desire to deplete its reserves for this Project unless it is necessary, so if TIF generated by the Project will support the entire amount of the cost of public improvements, the City and CDA desire to utilize all of the TIF available. In order to obtain \$3,700,000 in TIF over all Phases, the total valuation would need to increase by approximately \$20,477,437 (assuming a 6% interest rate on the TIF Indebtedness). Assuming the development of 20 lots with a total of approximately 12.056 acres, this would mean that the average valuation increase per acre must be greater than \$756,800. Depending on the types of

uses and buildings that are developed in the subdivision, this total increment of \$20,477,437 may be achieved. Accordingly, the CDA desires to authorize TIF indebtedness up to the total amount of \$3,700,000 for the Project.

Despite the goal of obtaining \$3,700,000 in TIF to support the Project, the CDA does not want to limit Redeveloper's ability to attract businesses that may create a smaller valuation if such businesses are otherwise compatible with the Project and desirable for the Project Site. Therefore, the City has contemplated the minimum TIF amount of \$2,200,000 to make the project feasible. In order to obtain \$2,200,000 in TIF over all Phases, the total valuation would need to increase by approximately \$12,450,131 (assuming a 6% interest rate on the TIF Indebtedness). Assuming the development of 20 lots with a total of approximately 12.056 acres, this would mean that the average valuation increase per acre must be greater than \$460,000.

The projected TIF Sources and Uses are set forth in more detail on the attached and incorporated Exhibit "C." The costs of the eligible improvements are estimates, and more detail shall be set forth in the redevelopment agreement for the Project. If the completed value of the lots are actually higher than the projection and/or the development of the lots occurs quicker than anticipated and it appears that the Project will generate more TIF than additionally projection in this redevelopment plan, the CDA reserves the right to amend this Plan Amendment prior to the end of the 15 year tax increment period to adjust the plan for redevelopment, including but not limited to, the scope of the public and/or private improvements, as the CDA and Redeveloper acknowledge that there are additional eligible public improvements in the Redevelopment Area that would benefit the Project, if funds are available. Any amendment described in this paragraph shall comply with NEB. REV. STAT. § 18-2115.

This Redevelopment Plan Amendment is intended to sufficiently cover all phases of the Project based on the information provided herein. The Plan Amendment will be implemented in one redevelopment agreement with the Redeveloper with the authorized TIF amount for all the subphases in the amount of \$3,700,000. The Redevelopment Agreement(s) shall set forth all the terms and conditions of the CDA, City, and Redeveloper with respect to the project, including without limitation, the allocation of the obligation with respect to the funding of the public improvements and the allocation of TIF between the parties. Despite the maximum amount of TIF authorized, the Redeveloper and its assignees shall only be required to obtain the minimum amount of \$2,200,000 in TIF over all the subphases. Until the Redevelopment Agreement has been approved and executed by all parties, no party has any obligations with respect to the Project. The Redeveloper shall assign certain obligations (as defined further in the Redevelopment Agreement) to each purchaser of a Lot, but the CDA does not anticipate any revision or

supplemental addendum to this Redevelopment Plan Amendment for each subphase as long as the use of each Lot complies with this Redevelopment Plan Amendment, the Redevelopment Agreement, and the zoning regulations of the City.

Statutory Elements

A. Property Acquisition, Demolition and Disposal

No public acquisition or disposal of private property or relocation of families or businesses is necessary to accomplish the Project. Redeveloper owns the Project Site.

B. Population Density

The proposed development of the Project Site is primarily the construction of industrial buildings. The Project allows for the possibility of a development of a portion of the Project Site as multifamily residential, but this would be a small portion of the overall project site. The Project will not materially increase the population density in the Redevelopment Area.

C. Land Coverage

The Project will comply with all land coverage requirements in the City of St. Paul.

D. Traffic Flow, Street Layouts, and Street Grades

The Project is anticipated to increase traffic to and from the Project Site. The CDA and the City of St. Paul have constructed and will construct and install the public streets that will be required to support the Project, and the Tax Increment Financing ("TIF") generated from the Project will be used to make the necessary street improvements to support this overall plan of redevelopment. These public improvements will address any traffic and street concerns created by the Project.

E. Parking

Adequate parking will be constructed for the Project to meet or exceed the parking requirements set forth in the applicable zoning district.

F. Zoning, Building Code, and Ordinances

No additional zoning, building code, or ordinance changes will be necessary for the Project. Redeveloper shall be responsible for any further zoning changes that are necessary. If Redeveloper decides to develop multifamily housing on a portion of the Project Site, Redeveloper will be required to meet all City Zoning regulations and address any potential adverse impacts from the adjacent commercial/industrial

uses. Redeveloper is currently working on an amendment to the plat to change the name of the Subdivision from the Middle Loup Subdivision to the Middle Loup River Subdivision due to the discovery of a previously approved Middle Loup Subdivision in the County. No further changes to the plat are anticipated, but Redeveloper shall be responsible for obtaining the necessary subdivision approval.

Comprehensive Plan

The comprehensive plan for the City, prepared by JEO Consulting Group, Inc., was adopted by the City on May 18, 2015 ("Comprehensive Plan"). The Project conforms to the Comprehensive Plan. Of particular note are the community goals identified in Section 3 of the Comprehensive Plan, including:

- St. Paul will continue to provide opportunities for new business and industrial development as an important source of revenue and employment for the community.
- Industrial districts should be located where urban services and infrastructure are available or planned for in the near future and in sites supported by adequate road capacity.
- Industrial areas should be supported by an aggressive attempt to promote quality light industrial type uses within St. Paul's jurisdiction.
- Thus use of development incentives tailored to attract uses to properties should be explored as a means to encourage appropriate investment and reinvestment in certain areas.
- Infrastructure improvements should be designed to enhance the potential of industrial growth, including water, sewer, and streets.
- Future light industrial and employment development should be coordinated and encouraged in southern St. Paul.

With respect to residential uses, the Comprehensive Plan includes the following relevant statements and goals:

- Overall housing choice was seen as another barrier for potential residents.
- For a community aging in place means the ability to downsize from home ownership with or without having to move into assisted living or a long-term care facility. Aging in place requires a broad spectrum of housing choice.
- Additional medium density development was identified as an attractive addition to housing choice.
- Residents of St. Paul should be provided with a broad range of diverse housing types, sizes, and price ranges.
- St. Paul will enable the development of a mix of housing types and residential densities to provide housing opportunities for, and meet the needs of, its various socioeconomic groups.

- Multi-family and elderly housing should be encouraged and located nearest to commercial areas.

Because of the potential location of multifamily residential close to commercial/industrial uses, the following objective of the Comprehensive Plan should be considered:

- New and existing residential development should be separated from more intensive uses, such as heavy agriculture and industrial development, by the use of setbacks, buffer zones, or impact easements.

The need for such mitigation and separation mechanisms will depend on the actual development of the Project Site and the specific uses that are brought in to the Lots, but Redeveloper must remain cognizant of the potential adverse impacts.

The Comprehensive Plan supports the use of TIF:

- The Plan lists TIF as a potential resource to achieve the objective of promoting/fostering economic development in the community.
- The Plan lists TIF as an incentive available for general business development.

Cost-Benefit Analysis

Pursuant to section 18-2113 of the Act, the CDA must conduct a cost-benefit analysis for any redevelopment project that will utilize TIF. The Cost-Benefit Analysis for the Project is attached hereto as Exhibit "D" and incorporated by this reference.

Additional Project Information from the Redeveloper

The CDA has determined that: (i) without the use of TIF, this Project and the would not be feasible and could not be developed on the Project Site; and (ii) no families will be displaced or relocated from the Project Site based upon this Project. Redeveloper has represented that Redeveloper does not intend to file an application with the Department of Revenue to receive tax incentives under the ImagiNE Act for the Project.

EXHIBIT "A"
Legal Description of Project Site

Lots 1-20, Middle Loup River Subdivision, St. Paul, Howard
County, Nebraska.

* As noted in the Redevelopment Plan Amendment, the Project Site legal description is currently: Lots 1-20, Middle Loup Subdivision, St. Paul, Howard County, Nebraska, but will be revised and corrected to be Lots 1-20, Middle Loup River Subdivision, St. Paul, Howard County, Nebraska.

EXHIBIT "B"

The Middle Loup River Subdivision Final Plat

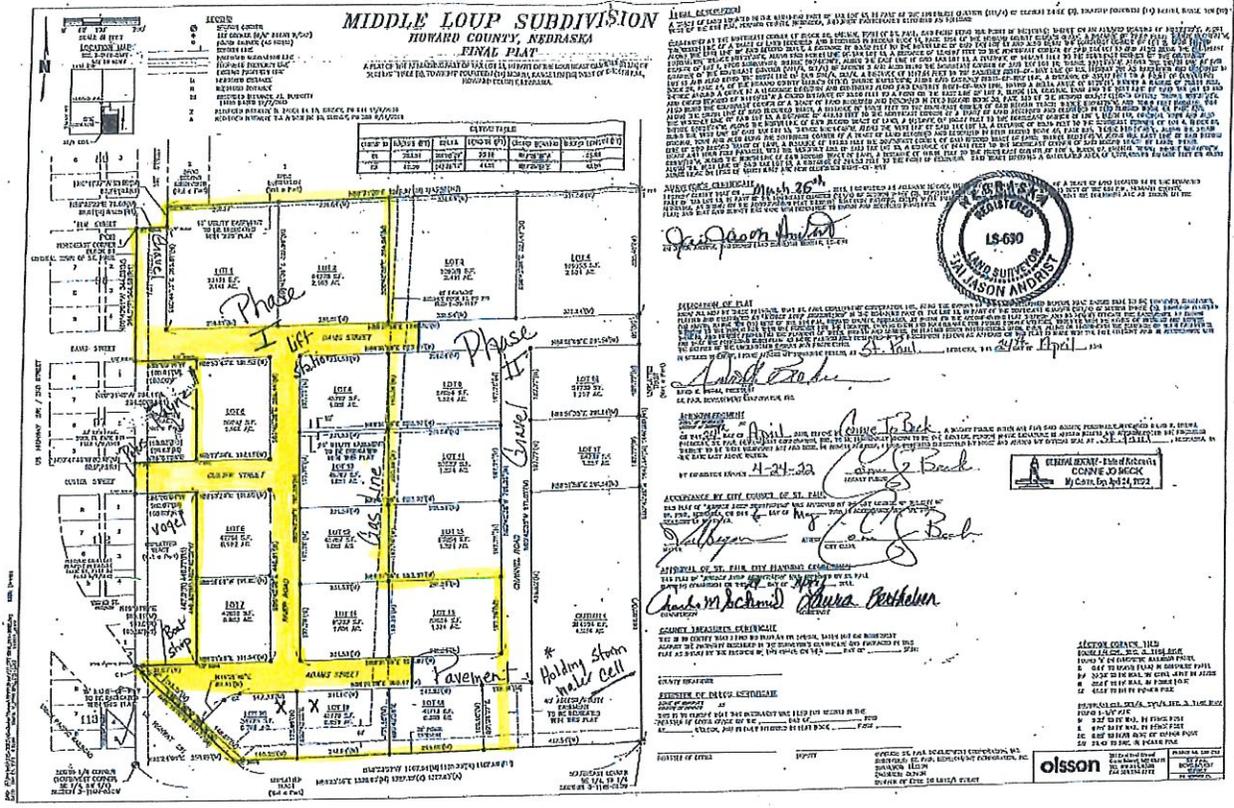


Exhibit "B"

Exhibit "C"
Projected TIF Sources and Uses

TIF SOURCES: TIF authorized up to the amount of \$3,700,000, based upon the anticipated cost of the eligible TIF uses described below.

Assumptions:

Tax Levy: 1.92597
Project Site Base Value \$676,750
Interest Rate 6%

Projection 1: Maximum TIF (\$3,700,000):

	Value	Taxes
Base Year	\$676,750	\$13,034
Completed	\$20,477,437	\$394,390
Increment	\$19,800,687	\$381,356

Annual TIF \$381,356
Less 1% Treas. Fee \$377,543
Total TIF (15 yrs) \$5,663,138
Present Value \$3,700,000

Projection 2: Minimum TIF (\$2,200,000):

	Value	Taxes
Base Year	\$676,750	\$13,034
Completed	\$12,450,131	\$239,786
Increment	\$11,773,381	\$226,752

Annual TIF \$226,752
Less 1% Treas. Fee \$224,485
Total TIF (15 yrs) \$3,367,271
Present Value \$2,200,000

TIF USES:

The cost of the TIF Uses shown below are based upon preliminary bids:

Section I					
Bid Section A					
	Item	Unit	Quantity	Unit Cost	Cost
1	Mobilization/Demobilization	LS	1	\$113,300.00	\$113,300.00
2	Dewatering	LS	1	\$250,000.00	\$250,000.00

3	Remove Pavement	SY	31	\$18.00	\$558.00
4	7" Concrete Pavement w/ Integral Curb & Gutter	SY	11964	\$60.00	\$717,840.00
5	Subgrade Preparation	SY	11964	\$6.00	\$71,784.00
6	Build Concrete Header	LF	111	\$30.00	\$3,330.00
7	36" R.C. Flared-End Section	EA	1	\$1,750.00	\$1,750.00
8	36" R.C. Pipe	LF	1531	\$95.00	\$145,445.00
9	24" R.C. Pipe	LF	761	\$85.00	\$64,685.00
10	18" R.C. Pipe	LF	872	\$75.00	\$65,400.00
11	Storm Sewer Junction Box	EA	5	\$8,000.00	\$40,000.00
12	Curb Inlet	EA	8	\$5,000.00	\$40,000.00
13	18" Cap	EA	1	\$750.00	\$750.00
14	Earthwork	LS	1	\$215,000.00	\$215,000.00
15	Silt Fence	LF	740	\$7.00	\$5,180.00
16	Seeding and Mulch	AC	16.5	\$2,500.00	\$41,250.00
17	Tree Removal/ Cleaning and Grubbing	LS	1	\$20,000.00	\$20,000.00
18	Build Construction Entrance	EA	1	\$2,500.00	\$2,500.00
19	8" PVC Sanitary Sewer	LF	1533	\$55.00	\$84,315.00
20	4" PVC Sanitary Sewer Service	LF	389	\$40.00	\$15,560.00
21	1.5" HOPE Force Main	LF	799	\$30.00	\$23,970.00
22	Flushing Station	EA	1	\$2,750.00	\$2,750.00
23	48" Dia, Sanitary Sewer Manhole	EA	6	\$8,000.00	\$48,000.00
24	Sanitary Sewer Service Connection	EA	10	\$300.00	\$3,000.00
25	Lift Station	EA	1	\$110,000.00	\$110,000.00
26	8" PVC Cap	EA	1	\$750.00	\$750.00
27	Connect to Existing Structure	EA	1	\$2,500.00	\$2,500.00
28	8" D.I. Water Main	LF	1039	\$55.00	\$57,145.00
29	8" PVC Water Main	LF	1425	\$50.00	\$71,250.00
30	8" M.J. 45° Bend	EA	2	\$750.00	\$1,500.00
31	8" M.J. Tee	EA	3	\$1,250.00	\$3,750.00
32	8"x6" M.J. Tee	EA	5	\$1,000.00	\$5,000.00
33	8" Gate Valve w/ Box	EA	6	\$2,750.00	\$16,500.00
34	8" M.J. Cap	EA	2	\$750.00	\$1,500.00
35	8" M.J. Sleeve	EA	3	\$750.00	\$2,250.00
36	Remove Existing Fitting	EA	1	\$500.00	\$500.00
37	8"x6" M.J. Reducer	EA	2	\$1,000.00	\$2,000.00
38	Fire Hydrant Assembly w/ Aux. Valve	EA	5	\$7,250.00	\$36,250.00
39	Water Service Tubing	LF	590	\$20.00	\$11,800.00
40	Water Service Connection	EA	11	\$1,150.00	\$12,650.00
41	Tracer Wire Test Box	EA	12	\$500.00	\$6,000.00
42	Relocate Gas Main	LS	1	\$50,000.00	\$50,000.00
43	Gravel Surfacing	TN	45	\$50.00	\$2,250.00

Exhibit "C"

44	Overexcavation	CY	600	\$15.00	\$9,000.00
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Total \$2,378,962
10% Cont. \$237,896
Total Construction Cost \$2,616,858

Section I (Highway 281 Intersection)
Bid Section B

	Item	Unit	Quantity	Unit Cost	Cost
1	Traffic Control	LS	1	\$10,000.00	\$10,000.00
2	Mobilization	LS	1	\$7,200.00	\$7,200.00
3	Build 10" Doweled Concrete Pavement	SY	975	\$80.00	\$78,000.00
4	Build Curb Inlet	EA	1	\$5,000.00	\$5,000.00
5	Build Storm Sewer Manhole	EA	1	\$8,000.00	\$8,000.00
6	18" Reinforced Concrete Storm Sewer	LF	8	\$75.00	\$600.00
7	Adjust Manhole to Grade	EA	2	\$1,250.00	\$2,500.00
8	5" Yellow, Wet Reflective Polyurea	LF	2013	\$5.00	\$10,065.00
9	5" White, Wet Reflective Polyurea	LF	574	\$5.00	\$2,870.00
10	Remove Concrete Pavement	SY	81	\$18.00	\$1,458.00
11	Remove Asphalt Pavement	SY	265	\$15.00	\$3,975.00
12	Remove Storm Sewer Manhole	EA	1	\$2,500.00	\$2,500.00
13	Remove Tree	EA	2	\$2,500.00	\$5,000.00
14	Remove & Reset Sign	EA	3	\$750.00	\$2,250.00
15	Earthwork	LS	1	\$10,000.00	\$10,000.00
16	Seeding and Mulch	AC	0.32	\$2,500.00	\$800.00

Total \$150,218.00
10% Cont. \$15,021.80
Total Construction Cost \$165,239.80

Section II

	Item	Unit	Quantity	Unit Cost	Cost
1	Mobilization/Demobilization	LS	1	\$35,200.00	\$35,200.00
2	Dewatering	LS	1	\$50,000.00	\$50,000.00
3	Remove Pavement	LF	74	\$20.00	\$1,480.00
4	7" Concrete Pavement w/ Integral Curb & Gutter	SY	2202	\$60.00	\$132,120.00
5	Subgrade Preparation	SY	2202	\$6.00	\$13,212.00
6	Build Concrete Header	LF	256	\$75.00	\$19,200.00
7	18" R.C. Pipe	EA	2	\$5,000.00	\$10,000.00
8	Curb Inlet	EA	2	\$1,500.00	\$3,000.00
9	18" FES	LS	1	\$150,000.00	\$150,000.00
10	Earthwork	AC	3.4	\$2,500.00	\$8,500.00
11	Seeding and Mulch	LS	1	\$20,000.00	\$20,000.00

12	Tree Removal/ Clearning and Grubbing	EA	1	\$2,500.00	\$2,500.00
13	Build Construction Entrance	LF	711	\$55.00	\$39,105.00
14	8" PVC Sanitary Sewer	LF	360	\$40.00	\$14,400.00
15	4" PVC Sanitary Sewer Service	EA	3	\$8,000.00	\$24,000.00
16	Sanitary Sewer Service Connection	EA	9	\$300.00	\$2,700.00
17	Connect to Existing Structure	EA	1	\$2,500.00	\$2,500.00
18	8" D.I. Water Main	LF	1616	\$55.00	\$88,880.00
19	8" PVC Water Main	LF	1425	\$50.00	\$71,250.00
20	8" M.J. 90° Bend	EA	2	\$750.00	\$1,500.00
21	8"x6" M.J. Tee	EA	2	\$1,000.00	\$2,000.00
22	8" Gate Valve w/ Box	EA	1	\$2,750.00	\$2,750.00
23	8" M.J. Sleeve	EA	1	\$750.00	\$750.00
24	Remove Existing Fitting	EA	2	\$500.00	\$1,000.00
25	Fire Hydrant Assembly w/ Aux. Valve	EA	2	\$7,250.00	\$14,500.00
26	Water Service Tubing	LF	330	\$20.00	\$6,600.00
27	Water Service Connection	EA	9	\$1,150.00	\$10,350.00
28	Tracer Wire Test Box	EA	2	\$500.00	\$1,000.00
29	Gravel Surfacing	TN	20	\$50.00	\$1,000.00
30	Overexcavation	CY	600	\$15.00	\$9,000.00
				Total	\$738,497.00
				10% Cont.	\$73,849.70
				Total Construction Cost	\$812,346.70

Total estimates from the bids (from January 2023) = \$3,569,442. These estimates have been updated in 2024 and currently anticipated costs are approximately \$3,700,000.

EXHIBIT "D"
Cost-Benefit Analysis
(Pursuant to Neb. Rev. Stat. § 18-2113)

The cost-benefit analysis for the Project, as described in the Amendment to the Redevelopment Plan to which this cost-benefit analysis is attached, is presented below. The above-referenced project will utilize Tax Increment Financing funds authorized by Neb. Rev. Stat. §18-2147. This cost-benefit analysis supplements the cost-benefit analyses for the Middle Loup River Subdivision redevelopment project. The costs and benefits of the Project are identified as follows:

1. Tax shifts resulting from the approval of the use of funds pursuant to Section 18-2147:

Maximum approved tax shift:

a.	Estimate Base Project Area Valuation:	\$676,750
b.	Max. Projected Completed Project Assessed Valuation:	\$20,477,437
c.	Projected Tax Increment Base (b. minus a.):	\$19,800,687
d.	Estimated Tax Levy:	1.92597
e.	Annual Projected Tax Shift:	\$381,356

Projected tax shift:

a.	Estimate Base Project Area Valuation:	\$676,750
b.	Max. Projected Completed Project Assessed Valuation:	\$12,450,131
c.	Projected Tax Increment Base (b. minus a.):	\$11,773,381
d.	Estimated Tax Levy:	1.92597
e.	Annual Projected Tax Shift:	\$226,752

Note: The Projected Tax shift is based on assumed values and levy rates; actual amounts and rates will vary from those assumptions, and it is understood that the actual tax shift may vary materially from the projected amount.

2. Public infrastructure and community public service needs impacts and local tax impacts arising from the approval of the redevelopment project:

a. Public infrastructure improvements and impacts:

Redevelopment of the Property is anticipated to result in a material positive effect on public infrastructure in the Redevelopment Area and the City. The total projected costs of the private improvements is unknown but it is reasonable to anticipate expenditures of \$19,000,000 to \$38,000,000 for construction and installation of the private improvements on the Property in connection with the approximately \$3,700,000 spent on public improvements in the Redevelopment Area. The public improvements will

immediately support 20 lots for commercial/industrial or multifamily residential development.

The CDA anticipates that between \$2,200,000 and \$3,700,000 of public improvements will be financed with the proceeds of tax increment financing indebtedness from the Project, with the remainder coming from City reserves. The CDA has determined that the use of TIF and the redevelopment of the Property is in the best interests of the City. The City and Redeveloper will undertake certain public improvements, including infrastructure improvements, with the understanding that tax increment financing will be utilized to ultimately pay for the public improvements and reimburse the City/Redeveloper for expenses incurred in order to facilitate the redevelopment of the Property. Without the use of TIF, this redevelopment would not occur, and the redevelopment is essential to adding the necessary infrastructure and utility public improvements to the Redevelopment Area and the Property that are required for any redevelopment opportunities. All expenditures financed by tax increment financing indebtedness shall be eligible public expenditures. The public improvements will materially benefit other property in and around the City and will help provide a solution to existing public service needs of the City.

b. Local Tax impacts (in addition to impacts of Tax Shifts described above):

The redevelopment of the Property will create material tax and other public revenue for the City and other local taxing jurisdictions. While the use of tax increment financing will defer receipt of a majority of new ad valorem real property taxes generated by the redevelopment of the Property, the Project should generate immediate tax growth for the City. The Project will include an amount of personal property that will be on the property tax rolls upon its acquisition and installation for each of the approximately 20 businesses that will be developed on the Project Site. The owners of the private improvements will also require and pay for City services. It is not anticipated that the redevelopment of the Property will have any material adverse impact on such City services, and the City will generate revenue providing support for those services. The City has determined that the redevelopment of the Property and the City service requirements generated by said redevelopment are a desired, positive result and will not overburden or negatively impact the City.

3. Impacts on employers and employees of firms locating or expanding within the boundaries of the area of the redevelopment project:

While the exact impact of an industrial subdivision development such as the Project, is difficult to quantify until the end users are identified and known, the Project is not anticipated to have a material adverse impact on employers and employees of firms locating or expanding within the boundaries of the Redevelopment Area. In general, the overall redevelopment of the Property will

have a material positive impact on employers and employees of firms locating or expanding within the boundaries of the area of the Property or the Redevelopment Area because without the project, there are limited opportunities to build or expand in the City. The City is in need of industrial lots that can be developed for new and expanding businesses. Without the redevelopment of the Property and the use of TIF to assist with the cost of public improvements, the Property would not be able to be used for any purpose. No private parties have been willing to invest in the cost of required public infrastructure to redevelop the Property, so the Property effectively does not have any viable uses without the redevelopment of the Property set forth in the Redevelopment Plan.

The plan also anticipated the possibility of construction of multifamily housing in the Project Site. While the project focus is on commercial/industrial development, there is a need for additional housing in the City and creating additional lots for possible housing would be beneficial to employers. This would create housing for employees that is needed in the City.

The CDA's overall plan of redevelopment has created an area with viable, potential uses, and this could not occur without the use of TIF to assist with the cost of public improvements and to reimburse the City for upfront expenditures for the eligible public improvements. Redeveloper will ultimately sell the lots to end users, so this is not creating an unreasonable competitive benefit for a new business over an existing business, but it ultimately creating opportunities for growth and expansion that otherwise simple do not exist in the community.

4. Impacts on other employers and employees within the City and the immediate area that is located outside of the boundaries of the area of the redevelopment project:

The Project is not anticipated to impose a burden or have a negative impact on other local area employers. The Project should also generally increase the need for services and products from existing businesses as the new businesses will require typical goods and services, such as supplies, janitorial services, etc. The redevelopment of the Property should have a material positive impact on private sector businesses in and around the area outside the boundaries of the Property. The Project will also act as a catalyst for further development of the redevelopment area identified in the Redevelopment Plan. The creation of the industrial subdivision where currently only agricultural use exists should create additional opportunities for further commercial growth in the Redevelopment Area.

Additionally, if multifamily housing is constructed on the northern portion of the Project Site, the Project will provide additional needed housing. This will benefit employer because without additional housing, there are no options for employees to live and businesses will not be able to grow or adequately staff their businesses.

5. Impacts on the student populations of school districts within the City:

It is not anticipated that the Project will have a material adverse impact on the student populations of the school district within the City. The Project will result in the creation of businesses on the Project Site, which is intended to increase employment. It is unknown exactly how many jobs will be created by the Project. The Project contemplates possible multifamily housing in a small portion of the Project Site. The exact number of units are unknown, but the anticipated units types would be smaller units that would not be amenable to larger families, so even with the unknown number of units (which may be none), a material increase of student population is not anticipated. The increase in employment and population as a result of the project is not anticipated to substantially affect the school population. The Project is intended to create the desired growth in the community, with only a smaller portion of the Project contemplated as possible housing units. The school district is considered to have the capacity to handle any resulting increase in student population.

6. Other impacts determined by the agency to be relevant to the consideration of costs and benefits arising from the redevelopment project:

The Project consists of multiple phases of development that are all dependent upon the public improvements that will be undertaken by City at the outset of the Project. Without all the anticipated phases of this project and the use of tax increment financing on each phase, the City would not undertake the public improvements for the Project Site and this area could not be developed. It is not feasible for any private business owner to attempt to locate a business on the Project Site without the implementation of this Project because of the substantial public improvement costs required for this Project. Without undertaking all of the public improvements at the front end of the Project, no subsequent phases could be constructed. Thus, it is in the best interest of the City to approve the Project as a multiple phase redevelopment project that will allow the use of TIF on all phases to pay for the cost of the eligible public improvements that will be incurred at the beginning of the project or as part of a different phase of construction.

There are no other material impacts determined by the agency that are immediately relevant to the consideration of the cost of benefits arising from the Project.

7. Summary of Findings:

The Project will increase the City's tax base, without material adverse effect on either public or private entities. The Project will increase property tax revenue in the long-term. The Project will facilitate the development of a blighted and substandard area and the use of TIF will help reduce public cost and City obligations for the cost of public infrastructure improvements. The benefits outweigh the costs of the proposed Project.

City of St Paul, Nebraska
Cemetery Rules and Regulations

Supersedes all previous rules and regulations

1. Within the Elmwood Cemetery, any burial beneath the ground shall have a permanent vault of steel and reinforced concrete type. Vaults may be sealed or unsealed. Vaults are required for beneath-ground body and ash remains.
2. No lot or plot may be defined, or otherwise outlined, by any kind of fence, coping, bricks, railing, hedges, or embankment; nor may any lot or plot be filled above the established grade. No lot or plot may be decorated with trees and shrubs by its owner or by other person.
3. It is the responsibility of the City of St. Paul to seed newly closed burial sites as seasonally appropriate. Burial spaces may be sodded by the owner, at his/her expense, using **prairie-type grass**. The Elmwood Cemetery Sexton shall stake the outer boundaries of the space(s) to be sodded. A Forty-eight (48) hour notice shall be given by the sod layers prior to arrival; **a staking fee will be charged.**
4. The City of St Paul shall have authority to remove any flowers, floral designs, weeds, trees, shrubs, plants, or herbage of any kind from the cemetery when, in the judgement of the cemetery caretaker, they become unsightly, detrimental, or diseased. The expense of the removal of trees, shrubs, or any special planting on graves shall be paid by the lot or plot owner.
5. The City of St. Paul shall have the authority to remove any articles, things, flowers, improvements, benches, decorative arrangements, or lights when, in the judgement of the cemetery caretaker, they become unsightly, a nuisance, or interfere with the proper maintenance of the cemetery. Hoses may be left unattended as long as water is flowing from them; hoses with no water flowing from them must **not** be left unattended. **City employees will remove unattended hoses to the City office to be reclaimed by owners.**
6. The City of St Paul shall not be liable for floral pieces, baskets, frames, in which or to which floral pieces are attached. City of St Paul further shall not be liable for plants, herbage, shrubs or trees, floral vases, benches, lights, or other decorative items of any kind lost, misplaced, or broken or damaged by elements, thieves, vandals, or by other causes beyond its control.
7. Flowers placed on the gravesite at the time of interment shall be left undisturbed after the interment is complete, until final removal under the instruction of the Cemetery Caretaker. When the flowers, and the frames to which they are attached, are removed from the grave, such items may be disposed of by the City of St Paul in any manner it sees fit.
8. Flowers and other items placed on the gravesite during any holiday season shall be removed by owner within seven (7) days or when the items become wilted, discolored,

or an eyesore following the holiday. Otherwise the Cemetery Caretaker may begin disposing of these items in order to continue with the maintenance of the cemetery.

9. Organizations' metal markers must be placed as directed by the Elmwood Cemetery Board or they will not be allowed to remain in the cemetery. Flags will be permitted on graves when they are customarily displayed, for the duration of the special occasion.
10. All decorative objects must be on the monument or monument foundation or in line with the monument. Permanent vases are not permitted in the front or in back of the marker or monument. They may be placed to either side. In-ground/reversible vases must be kept upside down during mowing season. They will be allowed upright for the duration of a special occasion. Foot markers are not allowed.
11. Concrete/granite foundations for markers and monuments are required in the entire cemetery. Concrete/granite foundation shall not exceed 26 inches in width. All foundations shall be installed only with the permission, and under the supervision of the Cemetery Caretaker or Sexton They must be kept 1 inch above the lowest established grade, and not exceed the length of the property owned. The Cemetery Caretaker reserves the right to remove any item placed without permission.
12. Any monument company that shall enter the St Paul Elmwood Cemetery for work on markers or monument shall give the Cemetery Caretaker or Sexton 48-hours notice before arrival to complete such work.
13. No more than 2 cremation or 2 burials per cemetery space. No more than 2 cremains per columbarium niche.
14. No glass containers, weapons, ammunition, alcohol cans and bottles, rocks or stones, or anything detrimental to the cemetery as determined by the Elmwood Cemetery Board are allowed in the cemetery.
15. No benches or other large decorative objects shall be placed on any lot, plot or space without written permission by the Elmwood Cemetery Board.
16. **No pets are allowed in the cemetery.**
17. Effective, May 11, 2022, all spaces in Section M, Lot 1259 to Lot 1408, and any new sections opened thereafter, the owner is required to have a concrete/granite foundation that covers the length of the space(s) purchased for markers and monuments. Each space is 4 feet long. For example, if 4 spaces are purchased, the owner is responsible for 16 feet of concrete at the head of the grave.

18. Fixtures must be mounted permanently on the foundation of the monument at either end. They must not intrude on the adjacent owner's property or obstruct city maintenance.

The following is a list of fixtures:

- a) Lamp pole
- b) Flag pole
- c) Shepherds hook
- d) Heart shape hook
- e) Any personal metal banner

All fixtures will be inspected by the Cemetery Superintendent. If they do not meet these standards, they will be removed by the City at their discretion.

City of St. Paul Elmwood Cemetery contacts:

Records at City Office 308-754-4483

Ron Switzer, Cemetery Sexton, 308-750-1966 (lot purchases, monument placement)

Randy Jerabek, Cemetery Caretaker, 308-750-8753

Article 10. Cemetery

§ 3-1001 MUNICIPAL CEMETERY; OPERATION AND FUNDING.

The Municipality owns and manages the Municipal Cemetery. The Governing Body, for the purpose of defraying the cost of the care, management, maintenance, and beautification of the Cemetery may each year levy a tax not exceeding the maximum limit prescribed by State law, on the actual valuation of all real estate and personal property within the Municipality that is subject to taxation. The revenue from the said tax shall be known as the Cemetery Fund and shall include all gifts, grants, deeds of conveyance, bequests, money, stocks, bonds, or other valuable income-producing personal property and real estate from any source for the purpose of endowing the Cemetery. The Cemetery Fund shall at all times be in the custody of the Municipal Treasurer. (Ref. 12-301 thru 12-403 RS Neb.)

§ 3-1002 MUNICIPAL CEMETERY; ADOPTING PLAT.

The Plat known as the Plat of Elmwood Cemetery, also referred to as St. Paul Cemetery prepared by Robert T. Paul and filed in the County Clerk's office of Howard County, Nebraska on the third (3rd) day of June, 1970, is hereby declared to be the official Plat of the Elmwood Cemetery and hereafter the Cemetery shall continue to be known as the Elmwood Cemetery.

§ 3-1003 MUNICIPAL CEMETERY; MANNER IN DETERMINING PRICES FOR LOTS AND BURIAL SPACES.

There shall be and hereby is established a uniform method of pricing all lots located and created within the Elmwood Cemetery and all sections and additions thereto, including any addition therein hereafter established. The prices for any and all lots shall be fixed and determined by the number of burial spaces located and provided in any and all of said lots.

§ 3-1004 MUNICIPAL CEMETERY; PRICES OF BURIAL SPACES.

There is hereby established a price upon burial spaces and that hereafter no space shall be sold to any person for a greater or less sum than hereafter set forth to-wit:

All Burial Spaces for Residents of the City of St. Paul, Nebraska, fifty (\$50.00) dollars each.

All Burial Spaces for Non-Residents of the City of St. Paul, Nebraska, seventy-five (\$75.00) dollars each.

§ 3-1005 MUNICIPAL CEMETERY; RESTRICTIONS AS TO VAULTS.

Hereafter no burial vault shall be located or placed in the Elmwood Cemetery unless the same be a permanent vault of steel or reinforced concrete and of the type that shall be buried underneath the surface of the ground; except in the case where a mausoleum type vault has already been located or placed on a grave and an adjoining lot or lots already owned by a person or persons who caused the original mausoleum type vault to be so located or placed, then in that instance permission may be granted to locate or place such mausoleum type vault on such said lot or lots. (Ref. 17-943 RS Neb.)

§ 3-1006 MUNICIPAL CEMETERY; UNLAWFUL ACTS.

It is hereby declared to be unlawful for any person, firm or corporation in the Elmwood Cemetery of the City of St. Paul, Nebraska to:

1. Place any cement work of any kind upon any such lot or block in such Cemetery except a cement walk in connection with the siting of monuments, markers, or headstones that are not prohibited by this Article, and any such cement work not prohibited shall be done only under the supervision of the City of St. Paul, Nebraska and its officers or employees,

2. To interfere or attempt to stop the removal of any articles, thing, improvement, tree, or shrub now or hereafter placed upon any such lot or block or part thereof, which the City of St. Paul, Nebraska or its officers or employees desire to remove and which presents or is a nuisance or interferes with the proper maintenance of the Cemetery, and

3. To refuse or fail to place or set any monument, headstones or other markers in or upon any lot or block in such Cemetery, without provisions for a wash or upon the part of such lot or block indicated or directed by the City of St. Paul, Nebraska or its cemetery employees, except that trees, bushes, flowers, grass or other plants upon any lots, parts of lots, blocks, or parts of blocks in said Cemetery may be planted and cared for so long as such trees, bushes, flowers, grass or other plants do not interfere with the operation and maintenance of the Cemetery.

(Ref. 17-942, 17-943 RS Neb.)

§ 3-1007 MUNICIPAL CEMETERY; IMPROVEMENTS.

The Mayor and Council of the City of St. Paul, Nebraska may survey, plat, map, grade, fence, ornament, and otherwise improve all burial and cemetery grounds and avenues leading thereto the Elmwood Cemetery. They may construct walks and protect ornamental trees therein, and provide for the paying of expenses thereof.

§ 3-1008 MUNICIPAL CEMETERY; TAX FOR IMPROVING, ADORNING, PROTECTING, AND CARING FOR.

The Mayor and City Council of the City of St. Paul, Nebraska, at the time and in the manner provided by law for the levying of taxes, are hereby empowered to levy a tax not to exceed one (1) mill on the dollar upon the assessed value of all the taxable property in the City of St. Paul, Nebraska, except intangible property, for any one (1) year for improving, adorning, protecting and caring for the Elmwood Cemetery.

§ 3-1009 MUNICIPAL CEMETERY; PROVISIONS FOR PERPETUAL CARE.

Perpetual care shall be furnished on all lots in the Elmwood Cemetery, including lots previously sold by the St. Paul Cemetery Association. On the lots sold prior to the passing of this Article, fences, shrubs and trees may be removed by the said City of St. Paul in the course of years when the same become unsightly or a nuisance.

§ 3-1010 MUNICIPAL CEMETERY; LOTS PREVIOUSLY CONVEYED SHALL NOT BE CHANGED.

All lots previously conveyed by the St. Paul Cemetery Association shall in no manner be affected by this Article as to the ownership of such said lots but shall otherwise be subject to all the provisions of this Article.

§ 3-1011 MUNICIPAL CEMETERY; METHOD OF CONVEYANCE AND RECORDING.

The Mayor and Council of the City of St. Paul, Nebraska shall convey such cemetery lots by certificate signed by the Mayor and countersigned by the Clerk, under the seal of the City of St. Paul, Nebraska, specifying that the person to whom the same is issued is the owner of the lot or lots described therein by number laid down on the aforementioned Plat, for the purpose of interment; and such certificate shall vest in the proprietor, his or her heirs and assigns, a right in fee simple to such lot for the sole purpose of interment, under the regulation of the City Council of the City of St. Paul, Nebraska. Such certificate shall be entitled to be recorded in the office of the County Clerk of Howard County, Nebraska without further acknowledgment, and such description of lots shall be deemed and recognized as a sufficient description thereof.

§ 3-1012 MUNICIPAL CEMETERY; PAYMENT OF LOT OR LOTS AND THE RECORDING FEES.

Before any such Certificate shall be issued, the purchaser shall pay to the City Clerk the purchase price of the lot or lots, and in addition to the purchase price of the lot or lots, sufficient money to record the Certificate in the Office of the County Clerk of Howard County, Nebraska; that such money shall be placed in the Cemetery Fund of the said City of St. Paul, Nebraska and the recording fees for the recording of such Certificate shall be paid out of such said fund.

§ 3-1013 MUNICIPAL CEMETERY; SEXTON AND HIS AUTHORITY.

The sexton of the Elmwood Cemetery, his employees, or other officers or employees, or other officers or employees of the City of St. Paul, Nebraska are authorized, ordered or permitted by the remaining sections of this Article.

§ 3-1014 MUNICIPAL CEMETERY; BURIAL PERMIT.

All persons desiring to bury a deceased person shall first be required to file a completed death certificate with the Registrar of the County before any body may be buried in the Municipal Cemetery. If it is impossible to complete the certificate of death within the legal period of time prescribed by State law, the funeral director shall notify the Registrar and obtain his written approval before the deceased person may be buried in the Municipal Cemetery. The burial permit so issued by the Registrar shall then be filed with the Municipal Clerk. It shall be unlawful for the Sexton, or other person, to allow the interment of a body without first receiving such permit. The burial permit shall then be countersigned and dated by the Sexton. The interment of any body shall be performed under the direct supervision of a licensed funeral director. The applicant shall also file with the burial permit an application containing the name, age, sex, race, and cause of death of the deceased person for the records of the Cemetery Board. Upon completion of the requirements herein, the Municipal Clerk shall then issue a Municipal Burial Permit which shall entitle the applicant to bury a deceased person in the Municipal Cemetery. In the event that the removal of the body of any deceased person is requested the Municipal Clerk shall issue no permit until the applicant shall have first complied with the laws of the State of Nebraska with respect to such disinterment. (Ref. 71-605 RS Neb.)

§ 3-1015 CEMETERY; FIRST ADDITION.

The Plat to Elmwood Cemetery to the following described real estate as owned by the City of St. Paul, which plat has been filed with the Mayor and City Council of St. Paul, Nebraska and located in the West Half of the Northeast Quarter (W1/2NE1/4) of Section Nine (9), Township Fourteen (14) North, Range 10 West of the 6th P.M. in Howard County, Nebraska and more accurately described as follows, to-wit:

Commencing at the South 1/16 Corner of the Northeast 1/4 of said Section 9 which is at the Southeast Corner of ELMWOOD CEMETERY thence north along the North-South 1/16 line in the Northeast 1/4 a distance of 611.0 feet to the Northeast Corner of ELMWOOD CEMETERY and the POINT OF BEGINNING, thence continuing North along said 1/16 line a distance of 724.8 feet, thence West normal to said 1/16 line a distance of 768.0 feet, thence South parallel to said 1/16 line a distance of 722.94 feet, to a point on the North line of ELMWOOD CEMETERY, thence East along said north line a distance of 768.0 feet to the POINT OF BEGINNING and containing 12.76 Acres more or less should be and hereby is accepted and approved.

The Plat of the heretofore described real estate which has been filed with the Mayor and City Council shall be known as First Addition to Elmwood Cemetery, St. Paul, Nebraska.

A certified copy of this Ordinance together with a certified copy of the Plat shall be filed with the County Clerk of Howard County, Nebraska. (Ord. No. 604, 5/2/88)

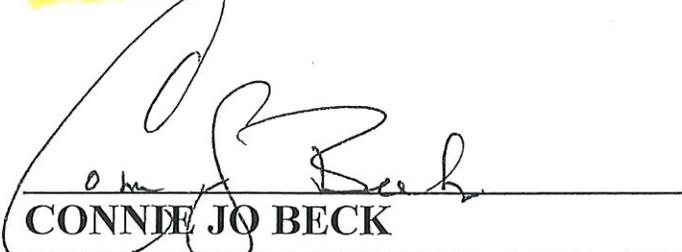
SALES TAX	2023-2024				
Proceeds Received	Total Amt	St - Mtr Veh Tx	25% Infrast.	Sales Tax Fire Station	End Amount
				Proceeds Pay Bond	
		<u>21-022</u>	<u>60-040</u>	<u>60-041</u>	<u>60-700</u>
September 21, 2024	\$ 65,430.22	\$ (12,177.13)	\$ (8,875.52)	\$ (17,751.03)	\$ 26,626.54
July 2024 Sales Tax Revenue					
August 25, 2024	\$ 59,435.32	\$ (8,136.38)	\$ (8,549.83)	\$ (17,099.65)	\$ 25,649.46
July 23, 2024	\$ 58,075.35	\$ (6,599.81)	\$ (8,579.26)	\$ (17,158.52)	\$ 25,737.76
June 22, 2024	\$ 60,544.10	\$ (5,859.75)	\$ (9,114.06)	\$ (18,228.12)	\$ 27,342.17
May 21, 2024	\$ 46,735.73	\$ (6,195.65)	\$ (6,756.68)	\$ (13,513.36)	\$ 20,270.04
April 21, 2024	\$ 50,131.04	\$ (4,888.87)	\$ (7,540.36)	\$ (15,080.73)	\$ 22,621.08
March 21, 2024	\$ 48,301.28	\$ (4,164.78)	\$ (7,356.09)	\$ (14,712.17)	\$ 22,068.24
February 21, 2024	\$ 76,719.19	\$ (6,464.77)	\$ (11,709.07)	\$ (23,418.14)	\$ 35,127.21
January 22, 2024	\$ 56,475.07	\$ (3,179.37)	\$ (8,882.62)	\$ (17,765.24)	\$ 26,647.84
December 22, 2023	\$ 57,557.57	\$ (6,512.35)	\$ (8,507.54)	\$ (17,015.08)	\$ 25,522.60
November 22, 2023	\$ 60,848.98	\$ (8,630.72)	\$ (8,703.05)	\$ (17,406.09)	\$ 26,109.12
October 22, 2023	\$ 59,390.44	\$ (10,459.50)	\$ (8,155.16)	\$ (16,310.32)	\$ 24,465.46
	\$ 699,644.29	\$ (83,269.08)	\$ (102,729.24)	\$ (205,458.45)	\$ 308,187.52

SALES TAX	2022-2023						
Proceeds Received	Total Amt	St - Mtr Veh Tx	25% Infrast.	Sales Tax Fire Station	End Amount		
				Proceeds			
		21-022	60-040	60-041	60-700		
September 21, 2023	\$ 60,442.91	\$ (8,914.66)	\$ (8,588.04)	\$ (17,176.09)	\$ 25,764.12		
August 25, 2023	\$ 66,466.09	\$ (8,487.53)	\$ (9,663.10)	\$ (19,326.19)	\$ 28,989.27		
July 23, 2023	\$ 60,893.45	\$ (6,866.75)	\$ (9,004.45)	\$ (18,008.90)	\$ 27,013.35		
June 22, 2023	\$ 51,826.09	\$ (4,422.36)	\$ (7,900.62)	\$ (15,801.25)	\$ 23,701.86	Fire Station Began	
May 21, 2023	\$ 41,623.78	\$ (5,610.03)	\$ (9,003.44)		\$ 27,010.31		
April 21, 2023	\$ 32,236.77	\$ (3,117.80)	\$ (7,279.75)		\$ 21,839.22		
March 21, 2023	\$ 40,492.90	\$ (5,455.17)	\$ (8,759.44)		\$ 26,278.29		
February 21, 2023	\$ 43,380.16	\$ (5,020.15)	\$ (9,590.01)		\$ 28,770.00		
January 22, 2023	\$ 41,539.39	\$ (4,910.64)	\$ (9,157.19)		\$ 27,471.56		
December 22, 2022	\$ 38,442.77	\$ (2,762.28)	\$ (8,920.13)		\$ 26,760.36		
November 22, 2022	\$ 41,697.42	\$ (6,540.71)	\$ (8,789.18)		\$ 26,367.53		
October 22, 2022	\$ 37,051.62	\$ (5,075.72)	\$ (7,993.98)		\$ 23,981.92		
	\$ 556,093.35	\$ (67,183.80)	\$ (104,649.33)	\$ (70,312.43)	\$ 313,947.79		

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

NOTICE OF TIME AND PLACE OF
SPECIAL MEETING

NOTICE IS HEREBY GIVEN THAT A SPECIAL MEETING OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAINT PAUL, NEBRASKA, WILL BE HELD **THURSDAY, OCTOBER 17, 2024** BEGINNING **AT 1:30 P.M.** IN THE CITY COUNCIL CHAMBERS. THIS MEETING WILL BE OPEN TO THE PUBLIC. AN AGENDA FOR SUCH MEETING IS KEPT CONTINUALLY CURRENT AND IS AVAILABLE FOR PUBLIC INSPECTION AT THE OFFICE OF THE CITY CLERK AT THE CITY UTILITIES OFFICE. THE PURPOSE OF THE MEETING IS REGARDING A **MIDDLE LOUP RIVER SUBDIVISION PROGRESS MEETING.** POSTED THIS 23rd DAY OF SEPTEMBER 2024.



CONNIE JO BECK
CITY CLERK/DEPUTY TREASURER

Post in four (4) public places:

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

St. Paul Fire and EMS

	Badge	Rank	Name	Address	City	State	Zip	Phone	E-mail Address
1	501	Fire Chief	Becker, Mike	1109 Baxter Street	St. Paul	NE	68873	308-750-3161	mikeb6684@gmail.com
2	502	Assistant Fire Chief	Haggerty, Leo	364 Carol Avenue	St. Paul	NE	68873	308-750-5395	leohag74@gmail.com
3	503	Assistant Fire Chief	Augustyn, Chad	821 8th Street	St. Paul	NE	68873	308-754-7899	caugustyn@live.com
4	504	Assistant Fire Chief	Wilson, Mark	123 Grant Street	St. Paul	NE	68873	308-571-0017	dei_structurefire@hotmail.com
5	505	FF Training Officer	Becker, Nathan	1109 Baxter Street	St. Paul	NE	68873	308-750-3833	nathanbecker98@gmail.com
6	5027	FF/Lieutenant	Huneke, Barrett	614 R Road	Palmer	NE	68864	402-821-5286	B_Jimele@hotmail.com
7	5120	FF Captain	Koperski, Pat	410 Center Avenue	St. Paul	NE	68873	308-571-0002	patkoperski1962@gmail.com
8	5151	FF/Rescue Captain/FF Lt.	Meyer, Nathan	504 Grant Street	St. Paul	NE	68873	308-750-5918	nsmeyer1982@hotmail.com
9	5024	FF Captain	Mrkvicka, Monty	522 M Street	St. Paul	NE	68873	308-571-0036	deertm@gmail.com
10	5034	FF	Anderson, Trae	1010 7th Street	St. Paul	NE	68873	308-750-3202	
11	5104	FF	Becker, James	506 Baxter Street	St. Paul	NE	68873	308-754-4814	jamesbecker72@gmail.com
12	5156	FF	Bonczynski, Scott	PO Box 263	St. Paul	NE	68873	308-750-6021	s_bonzi@yahoo.com
13	5029	FF	Brown, James	1309 6th Street	St. Paul	NE	68873	308-379-4052	jlbrownh414@icloud.com
14	8603	FF	Busse, Brian	1218 Grant Street	St. Paul	NE	68873	402-380-9672	btd8603@hotmail.com
15	5107	FF	Koperski, Daniel	416 Center Avenue	St. Paul	NE	68873	308-750-6022	dkoperski1283@gmail.com
16	5022	FF	Kult, Kyle	117 7th Street	St. Paul	NE	68873	402-631-1605	bullhauler1976ne@gmail.com
17	5154	FF	Landers, Bob	1420 Indian Street	St. Paul	NE	68873	303-200-0335	robertlanders@gmail.com
18	5026	FF	Moslander, Tyler	522 6th Apt. 1	St. Paul	NE	68873	402-335-0645	tyermoslander3@gmail.com
19	5117	FF	Seward, Shawn	1119 Davis Street	St. Paul	NE	68873	308-750-2556	sewardshawn@hotmail.com
20	5035	FF	Synowski, Spencer	1320 7th Street	St. Paul	NE	68873	308-750-4864	
21	5051	FF	Treat, Shon	50817 Highway 22	Wolbach	NE	68882	308-390-2767	shontreat1968@gmail.com
22	5033	FF	Wilshusen, Andrew	1528 Indian Street	St. Paul	NE	68873	402-768-1120	awilshusen@eo.com
23	5150	FF	Woodgate, Kyle	1133 Hwy 92	St. Paul	NE	68873	308-571-0163	
24	5145	FF	Powell, Adam	919 Grant Street	St. Paul	NE	68873	531-229-2565	adam.l.powell@outlook.com
25	5146	FF	Paczosa, Marcus A	924 Wallace Street	St. Paul	NE	68873	308-571-0248	N/A
26	5018	FF/Rescue	Benzel, Fred	993 15 th Avenue	St. Paul	NE	68873	308-370-6163	fredrickbenzel@gmail.com
27	5144	FF/Rescue	Brumbaugh, Steven	921 Sherman Street	St. Paul	NE	68873	308-627-8196	
28	5125	FF/Rescue	Brown, Chris	1309 6th Street	St. Paul	NE	68873	308-379-5750	halloweentwinkl@yahoo.com
29	5137	FF/Rescue	Koperski, Ladonna	410 Center Avenue	St. Paul	NE	68873	308-850-7052	lad.36@hotmail.com
30	5128	FF/Rescue	Meyer, Nicholas	330 Kelly Street	St. Paul	NE	68873	308-750-0239	nicholasmeyer7787@gmail.com
1	5122	Rescue	Beck, Connie Jo	822 Sheridan Street	St. Paul	NE	68873	308-571-0045	cjbeck@cityofstpaulne.org
2	5134	Rescue	Meyer, Debbie	504 Grant Street	St. Paul	NE	68873	308-754-5635	ladyclipper@hotmail.com
3	5126	Rescue	Mitteis, Jen	1013 Grand Street	St. Paul	NE	68873	308-750-4340	jennmz28@gmail.com
4	5124	Rescue	Webb, Emily	411 Mill Street	Dannebrog	NE	68831	308-750-1776	webbea@live.com
5	5123	Rescue	Pierson, Kari	1218 5th Street	St. Paul	NE	68873	308-754-4161	kair68@hotmail.com
6	5143	Rescue	Valasek, Heather	12718 N Riverdale Dr	Palmer	NE	68864	308-748-8566	
7	5127	Rescue	Wilkins, Devan	508 N Mill Street	Dannebrog	NE	68831	308-529-3650	devilwilkins94@gmail.com
8	5149	Rescue	Woodgate, Lisa M.	1133 Hwy 92	St. Paul	NE	68873	308-391-1773	
9	5098	Rescue	Wroblewski, Barb	706 "O" Street	St. Paul	NE	68873	308-754-4776	barbwroblewski@hotmail.com
10	5147	Rescue	7/5/23 Burk, Kerrigan	515 5th Street #8	St. Paul	NE	68873	308-223-0708	kerriganBurk25@gmail.com
11	5148	Rescue	7/5/23 Powell, Brendan	420 Jay Apt 4D	St. Paul	NE	68873	308-750-0940	powellbrendan2004@gmail.com
12	5202	Rescue Nurse	3/4/24 Carlson, Chloe	1116 Davis Street	St. Paul	NE	68873	308-655-1476	
13	5201	Rescue Nurse	3/4/24 Almond, Emilee	1109 Davis Street	St. Paul	NE	68873	308-293-3640	
14	5205	Rescue Nurse	3/4/24 Ryan, Paula	11 Jansen Circle	St. Paul	NE	68873	515-402-9466	
15	5203	Rescue Nurse	3/4/24 Kruse, Amy V	506 Lander	Farwell	NE	68873	308-754-3382	
16	5204	Rescue Nurse	3/4/24 Ondracek, Tarah	PO Box 116	Wolbach	NE	68882	308-850-2918	
17	5206	Rescue Nurse	5/6/24 Michele Bruha	1021 Farnum Street	St. Paul	NE	68873	308-730-9520	
18		Rescue	5/20/24 Stump, Lawrence	PT Police Officer	Broken Bow	NE	68822	308-870-5538	
19	5207	Rescue Nurse	8/05/24 Paxton, Cassi	1508 Kendall Street	St. Paul	NE	68873	308-750-8788	
20		Rescue Trainee	8/19/24 Powell, Nekita	919 Grant Street	St. Paul	NE	68873	308-850-1257	
21		Rescue Trainee	8/19/24 Briana Powell	919 Grant Street	St. Paul	NE	68873	308-750-0876	
1	449	Driver	Howard, Daniel	311 Jackson	St. Paul	NE	68873	402-429-0699	dhoward@cityofstpaulne.org
2	9499	Driver	BearHeels, Malik	1512 Grant Street	St. Paul	NE	68873	308-233-1803	
3	5146	Driver	Meyer, Rodney	504 Grant Street	St. Paul	NE	68873	308-750-1807	meyer@auroracoop.com
4	5144	Driver	Wilson, Lisa	123 Grant Street	St. Paul	NE	68873	308-571-0170	lisa_strobbe@hotmail.com
99		Rescue Medical Director	Dr. Jared Kramer	1306 Wallace	St. Paul	NE	68873	308-754-4421	
				Reviewed 9/30/24					

30 Firefighters
21 EMT's / Nurse
1 EMS Medical Director
4 Driver's
56 Fire / EMS

Mike Becker