

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 / Action - Residential Uses on the ground level pertaining to the Business District (Attorney Drew Graham will be in attendance).
5. Discussion / Action regarding potential sale of lots in the Middle Loup River Subdivision to Rasmussen Auto Sales. This agenda item may be considered in closed session.
6. Discuss - Approve / Deny Consent Agenda Items: (1) Minutes December 15, 2025; (2) and Disbursements January 5, 2026.
7. Discuss - Approve / Deny the NE Dept. of Transportation (NDOT) "Certificate of Compliance" regarding services performed in calendar year 2026. The amount due to the State of Nebraska for snow removal is 5.10 lane miles x \$1,470.00 per lane mile = \$7,497.00.
8. Discuss - Approve / Deny Maintenance Agreement No. 47 between the NE Dept. of Transportation (NDOT) and the Municipality of St. Paul for the period from January 1, 2026, to December 31, 2026, pertaining to surface maintenance and/or snow removal in the amount of \$7,497.00. The maintenance agreement consists of: (1) West City Limits and (2) South City Limits to North City Limits.
9. Discussion regarding (1) electric scooters; (2) electric bikes; (3) hoverboards; and (4) mopeds - possible action (see City of Hastings, NE ordinance):
 - a. Allowable uses;
 - b. Definition of (1) electric scooters; (2) electric bikes; (3) hoverboards; and (4) mopeds;
 - c. Ages, equipment, sizes, and registration; and
 - d. Enforcement, promote satisfactory usage.
10. Discuss / Action regarding a timeline pertaining to the advertising for the City Clerk/Deputy Treasurer position.
11. Discuss 1st of the month City nuisances per Chief of Police Dan Howard (possible action).
12. **ACKNOWLEDGMENT OF HOLIDAY:** The second (2) City Council meeting in January 2025, will be held on Tuesday, January 20, 2026, due to the Martin Luther King holiday.
13. Chief of Police Howard updates:
 - (1) Activity Report.
14. Utilities Superintendent Helzer updates

15. Mayor Feeken updates:
(1) Per Citizens Bank & Trust (Bobbie Placke) the IntraFi (Insured Cash Sweep) account interest rate decreased from 3.65% to 3.35% effective December 31, 2025.
16. Public Announcements
17. **Closed Session:** For the protection of the public interest, specifically to hold a strategy session with respect to real estate negotiations related to the potential sale of lots in the Middle Loup River Subdivision to Rasmussen Auto Sales.
Mayor Feeken to include attendance names.
Council member ___ moved to go into Closed Session at ___ p.m. for the protection of the public interest, specifically to hold a strategy session with respect to real estate negotiations related to the potential sale of lots in the Middle Loup River Subdivision to Rasmussen Auto Sales. **Mayor Feeken to include attendance names.**
Council member ___ seconded the motion.
Mayor Feeken: A motion has been made and seconded to go into Closed Session for the protection of the public interest, specifically to hold a strategy session with respect to real estate negotiations related to the potential sale of lots in the Middle Loup River Subdivision to Rasmussen Auto Sales. **Mayor Feeken to include attendance names.**
Mayor Feeken: Is there any discussion?
Mayor Feeken: The pending motion is to go into Closed Session for the protection of the public interest, specifically to hold a strategy session with respect to real estate negotiations related to the potential sale of lots in the Middle Loup River Subdivision to Rasmussen Auto Sales. **Mayor Feeken to include attendance names.**
City Clerk Beck: Roll Call - Council member Kowalski, Peters, Wilson & Woodgate.
Mayor Feeken: Motion carried ___/____.
Mayor Feeken: A motion to go into Closed Session for the protection of the public interest, specifically to hold a strategy session with respect to real estate negotiations related to the potential sale of lots in the Middle Loup River Subdivision to Rasmussen Auto Sales **has been adopted or failed.**
AFTER DISCUSSION: MAYOR FEEKEN TO ADJOURN CLOSED SESSION AT ___ P.M.
Mayor Feeken: Action Taken?
18. Mayor Feeken adjourns City Council meeting
19. Informational Items:
20. **This agenda, including supporting documentation, is available for public viewing during normal business hours at the City Office, 704 6th Street, St. Paul, Nebraska.**

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

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

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

right to adjust the order of items on the agenda.

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

AGENDA ITEM REQUEST FORM

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

City Council Meeting Date: _____

Requested Agenda Item: _____

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

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

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

Name (please print): _____

Name (signature): _____

Address: _____

Phone Number: _____

.....
For City Official Use Only

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

___ Referred to City Council Committee for Recommendation

City Council Action Taken: _____

City Funds Authorized: _____

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

REQUEST FOR OPEN PUBLIC RECORDS

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

Full Name: _____ (Phone) _____

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

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

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

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

I hereby request a copy of the following public records:

Requestor Signature _____ Date _____ Email/Fax Number _____

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

For Administrative Records

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

Signed _____ Date _____

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

Signed _____ Date _____

YOUR COPY OF THIS FORM SHALL SERVE AS YOUR RECEIPT

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

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

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

Complaint Details

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

Witness Details (If applicable)

Name of witness(es) _____
Address _____

Phone Number of witness _____

Complaint Outcome

How would you like this issue resolved? _____

Signature of Complainant

Action taken by City

The Central Business District does not allow long or short-term residential living space on the ground floor of any structure. The property at 407 Howard Avenue was purchased in spring 2025. The new owners made extensive property improvements. The owners were informed that the property could not be used for residential purposes, however they continued the property improvements with residential space provided.

The property is now up for sale as residential property. The owners want to sell the property with the ability to use it for residential purposes on the ground floor. They are requesting the Planning Commission / City Council to make whatever changes are necessary in the zoning regulations to allow them to sell the property with a residential use.

Zoning Administrator Matt Helzer contacted City Attorney Drew Graham for his opinion. Mr. Graham will be in attendance at the City Council meeting on January 5 to further discuss this issue.

5.7 B-1 - CENTRAL BUSINESS DISTRICT

5.7.01 INTENT: This district is to provide a commercial area for those establishments serving the general shopping needs of the trade area and in particular, those establishments customarily oriented to the pedestrian shopper. The grouping of uses is intended to strengthen the central business area as the urban center of trade, service, governmental and cultural activities and to provide neighborhood commercial convenience areas.

5.7.02 PERMITTED PRINCIPLE USES AND STRUCTURES: The following shall be permitted as uses by right:

1. Automobile services and service stations
2. Automotive wash facilities
3. Electrical repair, radio and television repair; and watch, clock and jewelry sales and repair
4. Bakery
5. Banks, savings and loan associations, credit unions and finance companies
6. Barbershops, beauty parlors and shoeshine shops
7. Business offices and services, excluding any warehousing and storage services
8. Bus passenger terminals and taxicab transportation
9. Child care homes and centers
10. Welfare and charitable services; business associations; professional membership organizations; labor unions and similar labor organizations; and civic; social and fraternal associations
11. Commercial recreation facilities (bowling alleys, miniature golf courses and similar uses)
12. Public utilities, structures and facilities
13. Communication and utility building and uses, excluding towers over 45 feet;
14. Detached banking facilities, including ATMs
15. Dry cleaning or laundry establishments; apparel repair, alteration and cleaning pick-up services; shoe repair services
16. Eating and drinking places, including restaurants and taverns
17. Educational services

18. Garden Centers
19. Grocery Stores
20. Messenger and telegraph stations
21. Funeral homes and mortuaries
22. Motels and hotels
23. Museums; art galleries; planetaria; aquariums; historic and monument sites; motion picture theaters; legitimate theaters
24. Office buildings
25. Parking lots, parking garages and other off-street parking facilities
26. Personal and professional services, excluding adult entertainment and tattoo parlors
27. Photography studios
28. Private schools, including but not limited to business or commercial schools, and dance or music academies
29. Public and private charitable institutions
30. Public parks, buildings and grounds
31. Public uses of an administrative, public service or cultural type including City, county, state or federal administrative centers and courts, libraries, police and fire stations and other public buildings, structures, and facilities
32. Sales and showrooms, including service facilities and rental of equipment, provided all displays and merchandise are within the enclosure walls of the buildings
33. Stores or shops for the sale of goods at retail
34. Temporary shelter for homeless
35. Bed and Breakfast guest home and/or short-term rental properties (not on ground floor)
36. Apartments above stores/businesses (not on ground floor)

Amended by Ordinance No. 1022, effective 7/1/2021

5.7.03 PERMITTED ACCESSORY USES AND STRUCTURES: The following accessory uses and structures shall be permitted:

1. Accessory uses and structures normally appurtenant to permitted uses and structures and to uses and structures permitted as conditional uses and constructed of similar and/or acceptable building materials.
2. Temporary buildings incidental to construction work where such buildings or structures are removed upon completion of work.
3. Towers and Antenna, including television, amateur radio or land mobile towers under 45 feet in height, subject to Section 9.13

5.7.04 CONDITIONAL USES: A building or premises may be used for the following purposes in the B-1 Central Business District if a conditional use permit for such use has been obtained in accordance with Article 6 of these regulations.

1. Food storage lockers with slaughtering facilities, provided that any slaughtering, killing, eviscerating, skinning, or plucking be done indoors;
2. Recycling center and collection points;
3. Churches and other religious institutions;
4. Private meeting halls, community centers and auditoriums

Amended by Ordinance No. 1022, effective 7/1/2021

5.7.05 PROHIBITED USES AND STRUCTURES: All other uses and structures which are not specifically permitted or not permissible as conditional uses shall be prohibited from the B-1 Central Business District.

5.7.06 HEIGHT AND AREA REGULATIONS: The maximum height and minimum area regulations shall be as follows:

1. General Requirements:

	Lot Area (Sq. Ft.)	Lot Width	Required Front Yard	Required Side Yard	Required Rear Yard	Height
Permitted and Conditional Uses	none	20'	0'	0', or setback of residential district when abutting	0'	45'

2. All measurements to structure are taken from the property line unless adjacent to road or street, then from the designated right-of-way line.

5.7.07 PARKING REGULATIONS: Parking within the B-1 District shall be in accordance with the provisions of this ordinance. Uses in the B-1 are exempt from the off-street parking requirements, except for those permitted or conditional uses that involve large assemblies or overnight parking, such as churches, motels, hotels, auditoriums, and residential uses.

5.7.08 SIGN REGULATIONS: Signs within the B-1 District shall be in conformance with the provisions of this ordinance.

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
Infrastruct. 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 know if you have other questions. Thanks.

20 Lots



HT JOHNS
1900 US Ba
Main: 402.47
ora | Fort C

From: Cor
Sent: Tue
To: Andre
Subject: R
Important

12,450,131 ÷ 20 = 622,506.55

20,477,437 ÷ 20 = 1,023,871.85

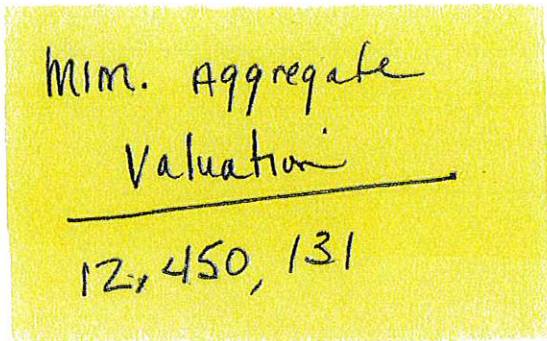
0.00 =
0.00 *
0.00 =
0.00 *
0.00 =
0.00 =
1,023,871.85 *

Connie Beck

From: St Paul Development Corporation <stpauldevcorp@gmail.com>
Sent: Friday, September 27, 2024 9:15 AM
To: Connie Beck
Subject: Lot Valuation Scale
Attachments: Lot Valuation Scale .xlsx

Hey Connie, I put together this Lot Valuation Scale. It's not much but it shows what the total increased valuation of each lot needs to be on the subdivision. Take a look when you have a chance and let me know what needs to be changed. Thanks!

Thanks,
Parker Klinginsmith
St. Paul Economic Development Director
308-754-2181



Min. Aggregate
Valuation

12,450,131

Lot
Valuation
Scale
Attached!

Lot #	Lot size (acre)	Total Valuation Per Lot	
1	2.15	991399.4	\$991,399.40
2	2.16	996010.56	\$996,010.56
3	2.48	1143567.68	\$1,143,567.68
4	2.5	1152790	\$1,152,790.00
5	1.17	539505.72	\$539,505.72
6	0.98	451893.68	\$451,893.68
7	0.89	410393.24	\$410,393.24
8	1.05	484171.8	\$484,171.80
9	1.32	608673.12	\$608,673.12
10	1.01	465727.16	\$465,727.16
11	1.28	590228.48	\$590,228.48
12	1.01	465727.16	\$465,727.16
13	1.28	590228.48	\$590,228.48
14	1.01	465727.16	\$465,727.16
15	1.28	590228.48	\$590,228.48
16	1.26	581006.16	\$581,006.16
17	1.26	581006.16	\$581,006.16
18	1.17	539505.72	\$539,505.72
19	0.92	424226.72	\$424,226.72
20	0.92	424226.72	\$424,226.72
	27.1 Total Acres	12496243.6	\$12,496,243.60

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

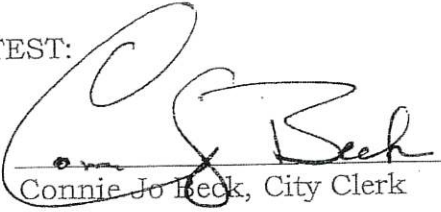
STATE OF NEBRASKA)
) ss.
COUNTY OF HOWARD)

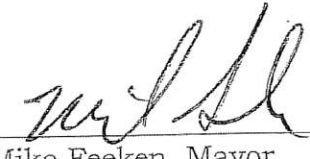
The foregoing instrument was acknowledged before me this 18th day of June, 2024, by Mike Feeken, Mayor and Connie Jo Beck, City Clerk respectively of the Community Development Agency of the City of St. Paul, Nebraska, a public body corporate and politic, on behalf of the Agency.

CITY:

THE CITY OF ST. PAUL, NEBRASKA

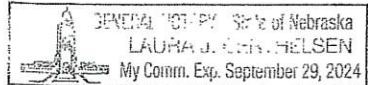
ATTEST:

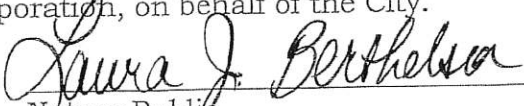
By: 
Connie Jo Beck, City Clerk

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.

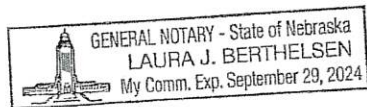
By: *Parker Klinginsmith*

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.

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, 2024

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.

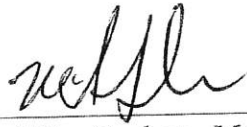
This Note shall not be entitled to any benefit under the Redevelopment Agreement referred to herein or be valid or become obligatory for any purpose until this Note shall have been authenticated by the execution by the Registrar of the Certificate of Authentication hereon.

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:

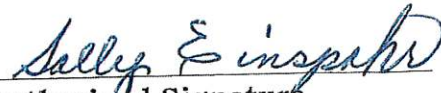

Connie Jo Beck, City Clerk

By: 
Mike Feecken, 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

Connie Beck

From: Andrew R. Willis <awillis@clinewilliams.com>
Sent: Tuesday, September 24, 2024 11:24 AM
To: Connie Beck
Subject: RE: Middle Loup River Subdivision TIF Promissory Note

Yes, issuance date of June 17, 2024 makes sense, and the City is allowed to use that date. No problem with that approach. Thanks.

CLINE WILLIAMS

ANDREW R. WILLIS
CLINE WILLIAMS WRIGHT JOHNSON & OLDFATHER, L.L.P.
233 South 13th Street | 1900 US Bank Bldg. | Lincoln, NE 68508
Direct: 402.479.7151 | Main: 402.474.6900 | www.clinewilliams.com
Lincoln | Omaha | Aurora | Fort Collins | Holyoke

From: Connie Beck <cjbeck@cityofstpaulne.org>
Sent: Tuesday, September 24, 2024 9:31 AM
To: Andrew R. Willis <awillis@clinewilliams.com>
Subject: RE: Middle Loup River Subdivision TIF Promissory Note
Importance: High

Attorney Willis, can the City of St. Paul use an ISSUANCE DATE OF JUNE 17, 2024 when the document was approved by Council? I guess I don't like just picking an ISSUANCE DATE out of the blue. Thanks.

Connie Jo

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

Connie –

1. **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.

2. **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

From: Connie Beck <cjbeck@cityofstpaulne.org>
Sent: Monday, September 16, 2024 5:57 PM
To: Andrew R. Willis <awillis@clinewilliams.com>
Subject: Middle Loup River Subdivision TIF Promissory Note
Importance: High

Good Evening, Attorney Willis, one question RE: Middle Loup River Subdivision Promissory Note; does the interest begin accruing when the City Council approved the Plan Amendment and Agreement; if not then when? Just want to be ready when someone purchases a lot. Thanks.

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

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 "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
----	----------------	----	-----	---------	------------

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

Exhibit "C"

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 "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.

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

<u>Total</u>	\$2,378,962
<u>10% Cont.</u>	\$237,896
<u>Total Construction Cost</u>	\$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
<u>Total</u>					\$150,218.00
<u>10% Cont.</u>					\$15,021.80
<u>Total Construction Cost</u>					\$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]

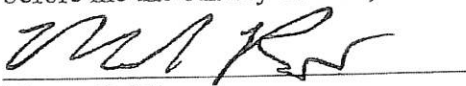
Certificate of Publication

State of Nebraska
Howard County

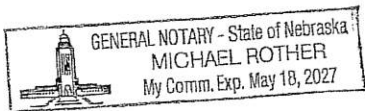
I, Michael C. Happ, being first duly sworn depose and say that I am the publisher of the Phonograph-Herald, a weekly newspaper published in an office maintained at St. Paul, Nebraska, in the said county and state, and in general circulation in said county, and that this newspaper has a bona fide circulation of more than three hundred copies weekly, and that it has been published in said county for fifty-two consecutive weeks next prior to the publication of the attached notice, and that this notice was published in said newspaper two (2) consecutive week(s), the first publication thereof having been made in the issue of said paper dated the 29th day of May, 2024.


Michael Happ, Publisher

Subscribed in my presence and sworn to before me the 6th day of June, 2024.


Notary Public

My commission expires the 18th day of May, 2027.



No. of lines: 44
Publication Fee: 35.00

NOTICE OF PUBLIC HEARING (CITY OF ST. PAUL COUNCIL)

Public notice is hereby given by the City Council of the City of St. Paul, Nebraska, that a public hearing will be held at 6:30 p.m. on Monday, June 17, 2024, at the City Hall, 704 6th Street, St. Paul, Nebraska, which meeting is open to the public. An agenda for such meeting, kept continuously current, is available for public inspection at the Office of the City Clerk, 704 6th Street, St. Paul, Nebraska.

The purpose of the hearing is to obtain public comment prior to the review and consideration of a proposed amendment to the redevelopment plan for the City of St. Paul for a specific redevelopment project located on the property legally described as follows:

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

All interested parties shall be afforded at such public hearing a reasonable opportunity to express their views regarding the proposed redevelopment plan amendment. A map of the redevelopment area and a copy of the cost-benefit analysis shall be maintained at the Office of the City Clerk.

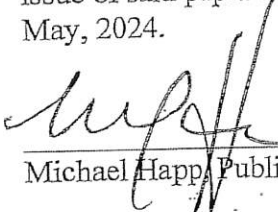
Published on May 29 and June 5, 2024.

ZNEZ

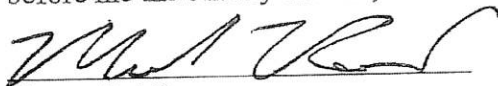
Certificate of Publication

State of Nebraska
Howard County

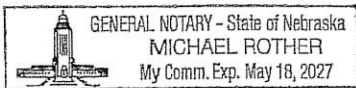
I, Michael C. Happ, being first duly sworn depose and say that I am the publisher of the Phonograph-Herald, a weekly newspaper published in an office maintained at St. Paul, Nebraska, in the said county and state, and in general circulation in said county, and that this newspaper has a bona fide circulation of more than three hundred copies weekly, and that it has been published in said county for fifty-two consecutive weeks next prior to the publication of the attached notice, and that this notice was published in said newspaper two (2) consecutive week(s), the first publication thereof having been made in the issue of said paper dated the 29th day of May, 2024.


Michael C. Happ, Publisher

Subscribed in my presence and sworn to before me the 6th day of June, 2024.


Notary Public

My commission expires the 18th day of May, 2027.



No. of lines: 50 4027
Publication Fee: _____

NOTICE OF PUBLIC HEARING (COMMUNITY DEVELOPMENT AGENCY (CDA))

Public notice is hereby given by the Community Development Agency (CDA) of the City of St. Paul, Nebraska, that a public hearing will be held at 6:30 p.m. on Monday, June 17, 2024, at the City Hall, 704 6th Street, St. Paul, Nebraska, which meeting is open to the public. An agenda for such

meeting, kept continuously current, is available for public inspection at the Office of the City Clerk, 704 6th Street, St. Paul, Nebraska.

The purpose of the hearing is to obtain public comment prior to the review and consideration of a proposed amendment to the redevelopment plan for the City of St. Paul for a specific redevelopment project located on the property legally described as follows:

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

All interested parties shall be afforded at such public hearing a reasonable opportunity to express their views regarding the proposed redevelopment plan amendment. A map of the redevelopment area and a copy of the cost-benefit analysis shall be maintained at the Office of the City Clerk.

Connie Jo Beck,
City Clerk/Deputy
Treasurer

Published on May 29 and June 5, 2024.

ZNEZ

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 Klamech 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

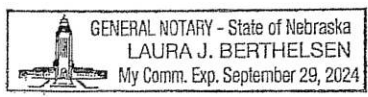
ATTEST:

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

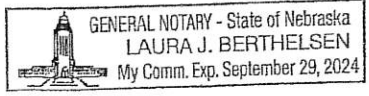
ATTEST:

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.

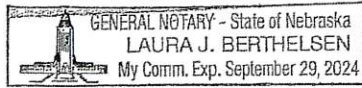
By: *Parker Klinginsmith*

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

6-17-24
Amendment

**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").

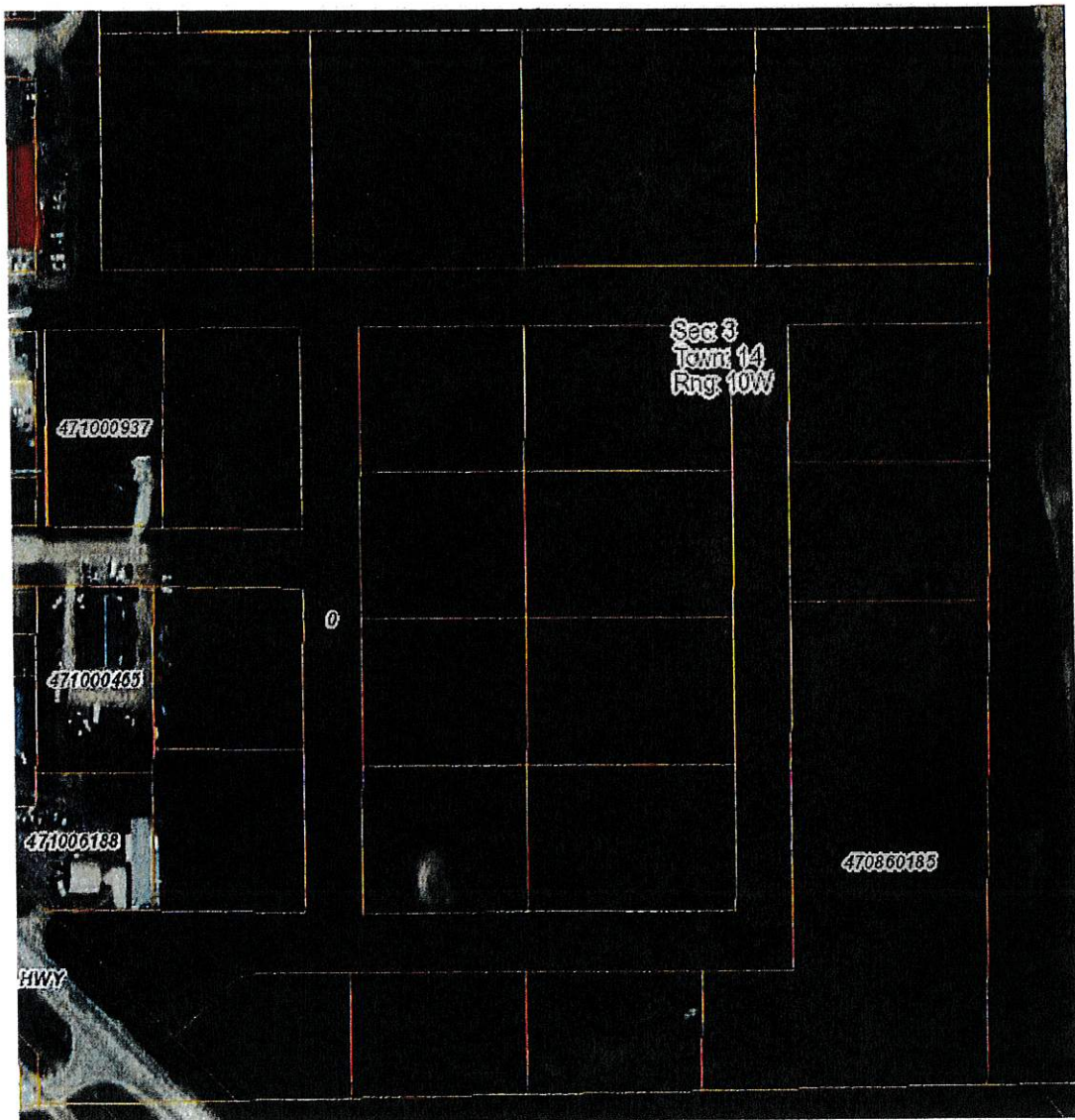
The Project Site

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

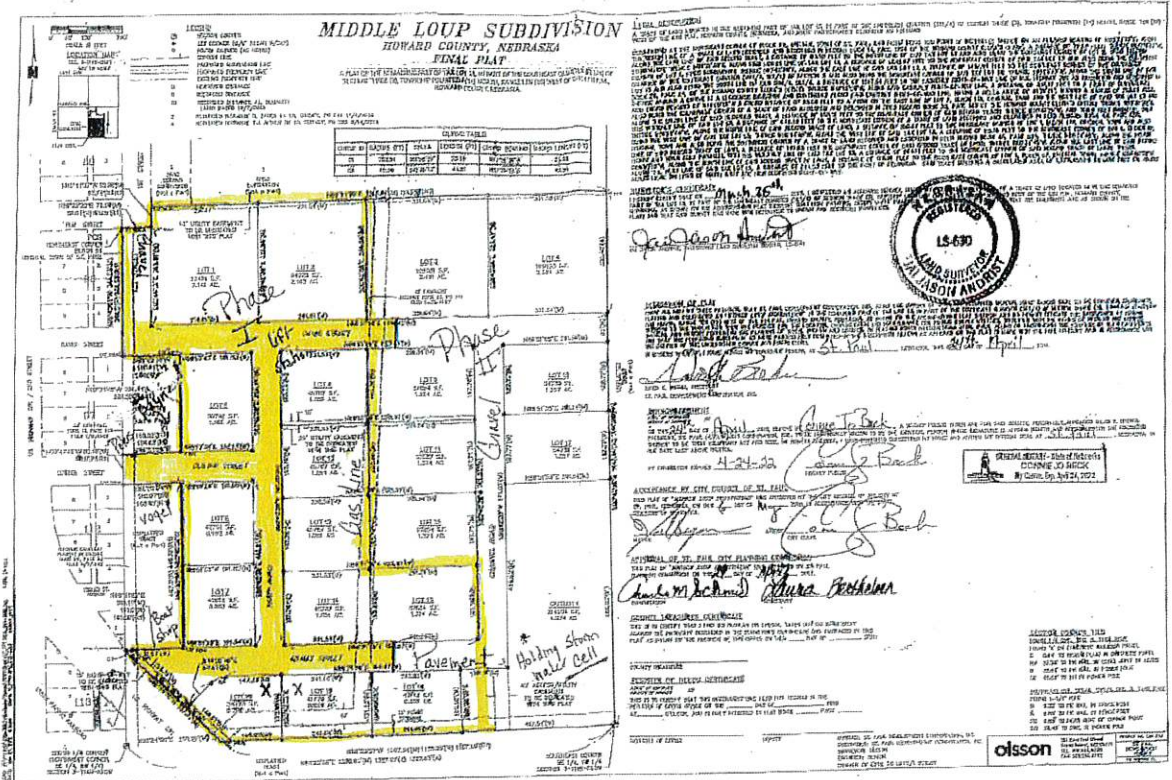


Exhibit "C"
Projected TIF Sources and Uses

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
				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

Exhibit "C"

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.

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

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

Monday, December 15, 2025

A meeting of the Mayor and City Council of the City of St. Paul, Nebraska was held at City Hall in said City on Monday, December 15, 2025, at 6:30 p.m. Present were Mayor Mike Feeken and Council members Katie Kowalski, Bill Peters, Mark Wilson & Jerry Woodgate. Absent: None. Notice of the meeting was given in advance thereof by publication in the Phonograph Herald, a legal newspaper published in said City and County. Notice of the meeting was also posted in four (4) public places. Notice of this meeting was communicated in the advance notice. All proceeds thereafter shown were taken while the convened meeting was opened to the attendance of the public.

Mayor Feeken opened the meeting at 6:30 p.m. with 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 also stated that the City Council may vote to go into Closed Session on any agenda item as allowed by NE State Law §84-1410.

Mayor Feeken continued the meeting by announcing that 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 managed administratively without Council action, notification will be provided. If the item is scheduled for a meeting or study session, notification of the date will be given. Also, any City patrons that are requesting "Public Records" or have "Questions or Concerns" in regard to the City, they need to be submitted in writing to the City of St. Paul, so that it can be addressed appropriately. These forms are available online, in a file folder on the back wall of the Council Chambers or at the City Office.

There was an opportunity for individuals wishing to provide input on any of tonight's agenda items. Those individuals were asked to reserve time to speak; per Mayor Feeken, there will be a five (5) minute limit per person on speaking.

A telephone conference call was conducted with Shannon Walsh of American Towers about potential amendments to the American Towers LLC (Tower Alliance LLC) #419460 Agreement pertaining to [1] extending the lease for seven (7) additional five-year renewals, [2] adding 20% to future revenue shares, [3] adding up to 800 square feet for American Tower use, [4] adding a gate/fence for exclusive access to the tower property, and [5] adding a limited right-of-first refusal to the amendment. The City's current rent and escalation will continue throughout any extension. Council member Wilson moved to extend the current agreement with the listed amendments. Council member Woodgate seconded the motion. Council members Wilson, Woodgate, Kowalski, and Peters voted aye. Nays none. Motion carried 4/0. American Towers

will draft a red-lined version of the changes for the City's review. Approval of the final Amendment to the Agreement will be subject to City Council approval at a later date.

Council member Woodgate moved to approve The Diamond Engineering Co. pay request #2 pertaining to the St. Paul Tennis and Pickleball Courts (Project #025-0534) less \$36,538.20 pertaining to the costs associated with the court coating for a net payment amount of \$70,627.50. Council member Wilson seconded the motion. Council members Kowalski, Peters, Wilson & Woodgate voted aye. Nays none. Motion carried 4/0. The remaining amount will be paid upon resolution of the court coating issue.

Council member Wilson moved to approve the Consent Agenda Items: (1) Treasurer's Report November 2025; (2) Minutes of December 1, 2025 (regular); (3) Planning Commission (Zoning) Minutes of December 9, 2025; and (4) Disbursements of December 15, 2025. Council member Kowalski seconded the motion. Council members Kowalski, Peters, Wilson & Woodgate voted aye. Nays none. Motion carried 4/0.

Disbursements December 15, 2025

Amazon Capital Services (books)	219.96
AT&T Mobility (service)	572.05
Aurora Cooperative (fuel)	1045.78
Automatic Systems (service)	1233.00
Black Hills Energy (natural gas)	2328.29
Bockmann Auto (service)	875.40
Bryan Jensen Clothing (uniforms)	1939.48
Charter Communications (service)	36.05
Charter Spectrum (service)	249.97
City Lights (utilities)	8116.91
City of St. Paul Funds Transfer from City Heritage Bank to (funds transfer)	150000.00
City Homestead Bank Checking	
Clearly (telephone)	198.75
Consumer Deposit: Rental Deposit Brown (rental deposit)	250.00
Core & Main (supplies)	479.86
Custer County Recycling (service)	27.00
Dept of Health & Human Svcs (refund)	300.00
Dept of Revenue Sales & Use Tax Submittal for Nov 2025 (tax submittal)	13379.68
Dutton Lainson (supplies)	1579.34
Ecolab (service)	291.62
Elmwood Cemetery (service)	200.00
Hamilton Information Systems (service)	1568.50
Heartland Disposal (service)	5752.25
Heritage Bank: Utility Bill ACH Fee: Nov 2025 (fee)	25.00
Homestead Bank (fee)	23.00
Hometown Leasing (contract)	39.12

Howard Greeley RPPD (utilities)	131997.25
J & M Auto (service)	50.00
Jim's Champlin (fuel)	2036.91
John Deere Financial (supplies)	412.24
Johnny's Lock & Key (supplies)	25.50
Klanecky, Jamie (uniforms)	400.00
Loup Central Landfill (disposal)	52.20
Maxx Dumpsters (rental)	400.00
Menards (supplies)	41.17
Mid-Nebraska Disposal (service)	5188.36
On the Spot Cleaning (service)	290.00
One Call Concepts (service)	21.28
Open Caret (service)	200.00
Parts Bin (supplies)	84.26
Phonograph Herald (publish)	776.88
Quick Med Claim (service)	1194.40
Radar Shop (supplies)	256.00
S E Smith & Sons (supplies)	39.99
Sample, Mat (reimb)	13.00
Smith Welding (supplies)	28.86
Sun Auto Tire (supplies)	1216.76
Triple T Disposal (service)	446.00
U S Postal Service (permit)	540.00
Wesco (supplies)	2551.23

Non-General Disbursements

Sales Tax #300277 Check Order Purchase Nov. 2025 (check order)	56.65
Health Ded: Medica OneSource - reimb health ded (fees)	21.05
Light ICS #103217: Sunbelt Solomon-transformer repair (service)	10885.31
Health Ded: Medica OneSource - reimb health ded (fees)	164.00
Park Grant: Diamond Eng Co. Draw #2 (contract)	107165.70
Park Grant: S E Smith & Sons - supplies for shed (supplies)	587.82
ICS Transfer: Light \$200,000; Water \$100,000; Sewer \$100,000 - Deposit to #100027 (Pay Bonds/Disbursements)	400000.00
Health Ded: Medica OneSource - reimb health ded (fees)	1620.33

Council member Kowalski moved to deposit Cash Device Taxes levied from the Mechanical Amusement Device machines into the City's Keno bank account for "Gaming Proceeds". A spreadsheet will be created to identify keno funds versus cash device taxes for appropriately expending funds from the account. Council member Wilson seconded the motion. Council members Kowalski, Peters, Wilson & Woodgate voted aye. Nays none. Motion carried 4/0.

Police Chief Dan Howard updates [per Mayor Feeken]: (1) Training hours have been submitted; (2) reimbursement has been received from McPherson County for the vest and tactical gear that Lawrence Stump used.

Utilities Superintendent Helzer updates included: (1) the Dodge pickup will be re-sold on Purple Wave as a result of a default by the previous winning bidder; (2) the Christmas Light Parade was well received; and (3) Custer County Commissioners are considering the closure of the Custer County Recycling Center where the City takes their recycling material.

Mayor Feeken updates - None

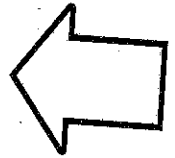
Mayor Feeken adjourned the City Council meeting at 7:42 p.m.

Date

Mike Feeken, Mayor

Laura Berthelsen

Laura Berthelsen, Deputy Clerk



**SIGN
HERE**

January 5, 2026

Gross Wages - December	113957.58
Amazon Capital Services (books)	481.01
AT&T Mobility (service)	624.15
Bomgaars (supplies)	1020.03
BSN Sports (supplies)	294.98
Cengage Learning (books)	131.16
Charter/Spectrum (service)	249.97
City Health Deductible Savings (insurance)	5808.00
City of St. Paul 125 Plan (insurance)	90.00
Consumer Deposit Rental Deposit (Smith) (rental deposit)	250.00
Custer County Recycling (service)	16.40
Custom Upholstery of NE (repair)	2800.00
Dana F Cole & Company (audit)	15780.00
Dutton Lainson (supplies)	291.94
Elan Financial Svcs (postage, supplies, fees, car wash)	1208.80
Galusha Electric (service)	526.38
Heartland Disposal (service)	267.20
Heritage Bank (fee)	25.00
Homestead Bank (Wire Fee Outgoing Multiple Bonds 12/15/25) wire fee	8.00
Howard County Register of Deeds (fees)	10.00
Howard County Treasurer (dispatch)	3481.65
Johnny's Lock & Key (supplies)	25.50
Lech, John (uniform)	210.95
Leth Auto Repair (service)	135.36
Loup Central Landfill (fees)	48.50
Madison Nat'l Life (Insurance)	212.42
Medica (insurance)	20364.04
Menards (supplies)	299.98
Nebraska Rural Water Assn (membership, education)	400.00
On the Spot Cleaning (service)	435.00
POAN (membership)	80.00
RVW Inc. (service)	111.00
S E Smith & Sons (supplies)	14.63
Sample, Mat (reimb)	13.00
Servi-Tech (lab)	177.00
Smith Welding (service)	590.09
Sparqdata Solutions (contract)	4250.00
Stryker Sales (supplies, service)	8339.06
Svehla Law Office (legal)	130.00
Twin Loups Mutual Aid (service)	845.80
US Postal Service (fee)	370.00
Wells Plumbing (supplies)	24.58
Wesco Distribution (supplies)	8971.93
Wilbert Memorials (service)	225.00

Non-General Disbursements

Sales Tax: Dana F. Cole & Co. (Auditing Services) auditing services	2100.00
---	---------

Keno: Dana F. Cole & Co. (Auditing Services)	auditing services	2500.00
Health Ded: Medica OneSource - admin fees (fees)		64.00
Sales Tax: Street: Mtr Veh Tax: October 2025 Proceeds (Mtr Veh Tax)		5277.76
Sales Tax: Fire Station: October 2025 Proceeds (Fire Station)		15503.41
Sales Tax: 25% Infrastructure: October 2025 Proceeds (25% Infrast)		7751.70
Park Grant: Olsson - engineering fees (fees)		3330.18
Health Ded: Medica OneSource - reimb health ded (fees)		165.59
Health Ded: Medica OneSource - reimb health ded (fees)		353.26
25% Infrastructure: Svehla Law Office (legal)		780.00
Health Ded: Medica OneSource - reimb health ded (fees)		1115.39

***Check Detail Register©**

Batch: Disb Jan5 2026

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
11100 CHECKING					
72901	01/05/26	AMAZON CAPITAL SERVICES			
E 44-20-242		BOOKS	\$188.95	194K-J3DN-3	Lib - books
E 44-20-242		BOOKS	\$292.06	1M3R-DV1W	Lib - books
		Total	\$481.01		
72902	01/05/26	AT&T MOBILITY			
E 32-20-220		COMMUNICATION	\$590.41	12282025	Pol - cell phones, tablets for police vehicles, and evidence cameras
E 03-20-220		COMMUNICATION	\$33.74	12282025	Swr - internet at WWTP
		Total	\$624.15		
72903	01/05/26	BOMGAARS SUPPLY INC			
E 01-20-271		VEHICLE R & M	\$6.94	43196847	Lgts - #16 toggle switch
E 42-20-520		BLDG/ R & M	\$8.09	43197019	Park - sealant for shop
E 01-20-272		TOOLS	\$39.53	43197763	Lgts - magnetic trays, PTO pin, epoxy, socket adapters
E 31-20-270		UTILITY R & M	(\$19.78)	43198023	Fire - credit for returned ground connector and electrical tape
E 42-20-270		UTILITY R & M	\$36.97	43198739	Park - nitrile gloves, mouse traps/bait
E 01-20-270		UTILITY R & M	\$10.14	43198848	Lgts - terminal rings, wire conduit
E 03-20-271		VEHICLE R & M	\$2.99	43198972	Swr - #8 butt connectors
E 01-20-520		BLDG/ R & M	\$68.42	43199250	Lgts - rigid casters, Command strips, peg hook
E 21-20-270		UTILITY R & M	\$28.98	43199273	Strs - spraypaint, gloves
E 02-20-270		UTILITY R & M	\$21.91	43199278	Wtr - battery, electrical tape
E 03-20-272		TOOLS	\$149.99	43199877	Swr - socket set
E 01-20-270		UTILITY R & M	\$34.75	43201262	Lgts - ice melt for City office
E 02-20-270		UTILITY R & M	\$34.75	43201262	Wtr - ice melt for City office
E 03-20-520		BLDG/ R & M	\$11.48	43201334	Swr - thermometers for shop
E 01-20-272		TOOLS	\$106.96	43201378	Lgts - magnetic trays, work lights
E 32-20-271		VEHICLE R & M	\$5.49	43201923	Pol - windshield de-icer for #97
E 42-20-270		UTILITY R & M	\$19.57	43202041	Park - screw hooks, welding rod
E 01-20-270		UTILITY R & M	\$15.38	43202076	Lgts - batteries for multi-meter
E 42-20-520		BLDG/ R & M	\$19.24	43202231	Park - spraypaint, WD-40, Goof-Off, penetrating spray for shop
E 03-20-272		TOOLS	\$27.99	43202243	Swr - jack stands
E 03-20-272		TOOLS	\$207.99	43202259	Swr - floor jack
E 21-20-270		UTILITY R & M	\$6.39	43202336	Strs - rust stop primer
E 01-20-270		UTILITY R & M	\$23.08	43202500	Lgts - LED bulbs, plumb bob, electrical clip set
E 01-20-271		VEHICLE R & M	\$12.80	43202529	Lgts - #20 hose clamps
E 03-20-270		UTILITY R & M	\$4.99	43202612	Swr - grease for vac trailer
E 01-20-252		Personal Protective Equip	\$42.76	43203583	Lgts - gloves
E 42-20-272		TOOLS	\$30.29	43203638	Park - snow pusher, sockets, nuts/bolts
E 21-20-270		UTILITY R & M	\$11.98	43203706	Strs - clevis hooks
E 03-20-270		UTILITY R & M	\$49.96	43203862	Swr - gloves
		Total	\$1,020.03		
72904	01/05/26	BSN SPORTS INC			
E 42-20-270		UTILITY R & M	\$294.98	932314245	Park - new bases for north field
		Total	\$294.98		

CITY OF ST PAUL

12/30/25 10:49 AM

Page 2

***Check Detail Register©**

Batch: Disb Jan5 2026

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
72905	01/05/26	CENGAGE LEARNING INC / GALE			
E 44-20-242		BOOKS	\$131.16	99910177702	Lib - books
		Total	\$131.16		
72906	01/05/26	CHARTER/SPECTRUM			
E 10-20-220		COMMUNICATION	\$119.99	17621670112	Gen - internet at City office
E 21-20-220		COMMUNICATION	\$64.99	17621670112	Strs - internet at new Street Shop
E 42-20-220		COMMUNICATION	\$64.99	17621670112	Park - internet for downtown park cameras
		Total	\$249.97		
72907	01/05/26	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	\$1,452.00		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	\$5,808.00		
72908	01/05/26	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		
72909	01/05/26	CUSTER COUNTY RECYCLING			
E 04-20-325		Recycle Delivery	\$16.40	765	Lndfl - recycling trailer
		Total	\$16.40		
72910	01/05/26	CUSTOM UPHOLSTERY OF NE			
E 42-20-270		UTILITY R & M	\$2,800.00	12232025-2	Park - repairs to bleacher covers on Legion and middle ball field
		Total	\$2,800.00		
72911	01/05/26	DANA F COLE & COMPANY, L.L.P.			
E 01-20-345		ACCOUNTING FEE	\$2,760.00	35041295	Lgts - accounting & auditing services
E 02-20-345		ACCOUNTING FEE	\$2,760.00	35041295	Wtr - accounting & auditing services
E 03-20-345		ACCOUNTING FEE	\$2,760.00	35041295	Swr - accounting & auditing services
E 10-20-345		ACCOUNTING FEE	\$2,250.00	35041295	Gen - accounting & auditing services
E 21-20-345		ACCOUNTING FEE	\$3,250.00	35041295	Strs - accounting & auditing services
E 32-20-345		ACCOUNTING FEE	\$1,000.00	35041295	Pol - accounting & auditing services
E 44-20-345		ACCOUNTING FEE	\$1,000.00	35041295	Lib - accounting & auditing services
		Total	\$15,780.00		
72912	01/05/26	DUTTON-LAINSON CO.			
E 02-20-269		Water Meters	\$291.94	917813-2	Wtr - antenna's for water meter radios
		Total	\$291.94		

***Check Detail Register©**

Batch: Disb Jan5 2026

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
72913	01/05/26	ELAN FINANCIAL SERVICES			
E 32-20-272		TOOLS	\$20.33	0142	Pol - Glock trigger housing pins
E 32-20-211		ADM. & DUES	\$40.00	0534	Pol - Notary Surety Bond for Dan Howard
E 32-20-271		VEHICLE R & M	\$5.00	1715	Pol - #95 car wash
E 32-20-272		TOOLS	\$9.61	2131	Pol - padlock & keys for evidence
E 36-20-320		MERCH & SUPPLY	\$64.58	2777A	EMS - Curaplex Emesis bags
E 21-20-272		TOOLS	(\$10.99)	5178	Strs - credit for sales tax exemption
E 03-20-272		TOOLS	\$49.99	5181	Swr - floor creeper
E 34-20-316		Niche Engraving	\$16.05	5498	Cem - postage to send niche door for engraving
E 01-20-266		DocuSend Fee	\$25.00	5874	Lgts - fee to email utility bills
E 01-20-272		TOOLS	\$989.23	7819	Lgts - cross peen hammer, pliers, pencils, angle square, drill press vise, canvas bag, welding cart, floor drill, pick & hook set, goggles, file set, elastic cords, grinding wheel, saw blades, terminal set, digital caliper, circular saw
		Total	\$1,208.80		
72914	01/05/26	GALUSHA ELECTRIC LLC			
E 31-20-520		BLDG/ R & M	\$526.38	16569	Fire - re-wire circuit for washing machine
		Total	\$526.38		
72915	01/05/26	HEARTLAND DISPOSAL INC			
E 31-20-520		BLDG/ R & M	\$84.00		Fire - sanitation disposal (Jan-March)
E 21-20-520		BLDG/ R & M	\$57.25	251630	Strs - sanitation disposal from Street Shop (December)
E 04-20-520		BLDG/ R & M	\$68.70	251630	Lndfl - sanitation disposal from City office (December)
E 01-20-520		BLDG/ R & M	\$57.25	251630	Lgts - sanitation disposal from North Yards (December)
		Total	\$267.20		
72916	01/05/26	HOWARD CO REGISTER OF DEEDS			
E 34-20-216		RECORDING FEE	\$10.00		Cem - recording fee - Christensen
		Total	\$10.00		
72917	01/05/26	HOWARD COUNTY TREASURER (CCCC)			
E 32-20-214		DISPATCHER	\$3,481.65		Pol - dispatcher pay
		Total	\$3,481.65		
72918	01/05/26	JOHNNYS LOCK & KEY			
E 10-20-520		BLDG/ R & M	\$25.50	92858	Gen - new keys for front office door
		Total	\$25.50		
72919	01/05/26	LECH, JOHN			
E 01-20-268		Uniforms	\$210.95		Lgts - uniform allowance
		Total	\$210.95		
72920	01/05/26	LETH AUTO REPAIR			
E 04-20-271		VEHICLE R & M	\$135.36	528	Lndfl - #8A oil change
		Total	\$135.36		
72921	01/05/26	LOUP CENTRAL LANDFILL ASSOC.			

CITY OF ST PAUL

12/30/25 10:49 AM

Page 4

***Check Detail Register©**

Batch: Disb Jan5 2026

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 03-20-270		UTILITY R & M	\$48.50	175158	Swr - disposal of material during clean up at WWTP
Total			\$48.50		
72922	01/05/26	MADISON NATIONAL LIFE			
E 42-10-130		INSURANCE	\$11.18	1742635	Park - life insurance
E 03-10-130		INSURANCE	\$33.54	1742635	Swr - life insurance
E 01-10-130		INSURANCE	\$44.72	1742635	Lgts - life insurance
E 21-10-130		INSURANCE	\$22.36	1742635	Strs - life insurance
E 02-10-130		INSURANCE	\$33.54	1742635	Wtr - life insurance
E 10-10-130		INSURANCE	\$22.36	1742635	Gen - life insurance
E 32-10-130		INSURANCE	\$44.72	1742635	Pol - life insurance
Total			\$212.42		
72923	01/05/26	MENARDS, INC			
E 42-20-520		BLDG/ R & M	\$299.98	17514	Park - CO detectors for Batting Cage (to be reimbursed by St. Paul Youth Sports Assoc)
Total			\$299.98		
72924	01/05/26	NEBRASKA RURAL WATER ASSOC.			
E 02-20-211		ADM. & DUES	\$200.00		Wtr - 2026 membership renewal
E 03-20-211		ADM. & DUES	\$200.00		Swr - 2026 membership renewal
Total			\$400.00		
72925	01/05/26	ON THE SPOT CLEANING SERVICE			
E 01-20-520		BLDG/ R & M	\$72.50	804783	Lgts - janitorial service at City office (12/14/25)
E 02-20-520		BLDG/ R & M	\$72.50	804783	Wtr - janitorial service at City office (12/14/25)
E 01-20-520		BLDG/ R & M	\$72.50	804785	Lgts - janitorial service at City office (12/21/25)
E 02-20-520		BLDG/ R & M	\$72.50	804785	Wtr - janitorial service at City office (12/21/25)
E 01-20-520		BLDG/ R & M	\$72.50	804786	Lgts - janitorial service at City office (12/27/25)
E 02-20-520		BLDG/ R & M	\$72.50	804786	Wtr - janitorial service at City office (12/27/25)
Total			\$435.00		
72926	01/05/26	POAN			
E 32-20-211		ADM. & DUES	\$80.00	9106	Pol - annual membership for four officers
Total			\$80.00		
72927	01/05/26	RVW INC			
E 03-20-211		ADM. & DUES	\$111.00	19237	Swr - updated sanitary sewer manhole styling
Total			\$111.00		
72928	01/05/26	S E SMITH AND SONS			
E 32-20-270		UTILITY R & M	\$7.47	679149	Pol - duplicate keys
E 10-20-520		BLDG/ R & M	\$7.16	679174	Gen - graphite for locks at City office
Total			\$14.63		
72929	01/05/26	SAMPLE, MATHEW			
E 32-20-271		VEHICLE R & M	\$13.00		Pol - #94 car wash
Total			\$13.00		
72930	01/05/26	SERVI-TECH INC			
E 03-20-232		LAB SAMPLE	\$177.00	H-994858	Swr - wastewater sample

***Check Detail Register©**

Batch: Disb Jan5 2026

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
Total			\$177.00		
72931	01/05/26	SMITH WELDING SHOP, INC			
E 01-20-270		UTILITY R & M	\$26.66	36073	Lgts - stand for a bench grinder
E 01-20-270		UTILITY R & M	\$563.43	36107	Lgts - metal workbench
Total			\$590.09		
72932	01/05/26	SPARQDATA SOLUTIONS			
E 01-20-211		ADM. & DUES	\$850.00	S-4090	Lgts - annual subscription (4/1/26 to 3/31/27)
E 02-20-211		ADM. & DUES	\$850.00	S-4090	Wtr - annual subscription (4/1/26 to 3/31/27)
E 03-20-211		ADM. & DUES	\$850.00	S-4090	Swr - annual subscription (4/1/26 to 3/31/27)
E 10-20-211		ADM. & DUES	\$850.00	S-4090	Gen - annual subscription (4/1/26 to 3/31/27)
E 21-20-211		ADM. & DUES	\$850.00	S-4090	Strs - annual subscription (4/1/26 to 3/31/27)
Total			\$4,250.00		
72933	01/05/26	STRYKER SALES, LLC			
E 36-50-550		IMPROVEMENTS	\$206.86	9208404161	EMS - straps for #99-1 cot
E 36-50-550		IMPROVEMENTS	\$8,132.20	9208636856	EMS - Procure service contract (3/1/24 thru 2/28/26)
Total			\$8,339.06		
72934	01/05/26	SVEHLA LAW OFFICES PC LLO			
E 10-20-212		LEGAL FEES	\$130.00	81439	Gen - opinion on variance issues
Total			\$130.00		
72935	01/05/26	TWIN LOUPS MUTUAL AID			
E 31-50-540		MACH & EQUIPMENT	\$845.80	85660	Fire - portion of 2026 annual dispatch subscription and dues
Total			\$845.80		
72936	01/05/26	U S POSTAL SERVICE			
E 01-20-313		POSTAGE	\$123.34		Lgts - annual bulk postage permit #17
E 02-20-313		POSTAGE	\$123.33		Wtr - annual bulk postage permit #17
E 03-20-313		POSTAGE	\$123.33		Swr - annual bulk postage permit #17
Total			\$370.00		
72937	01/05/26	WELLS PLUMBING CO, INC			
E 31-20-270		UTILITY R & M	\$24.58	65645	Fire - connection for wash machine
Total			\$24.58		
72938	01/05/26	WESCO DISTRIBUTION, INC.			
E 01-50-550		IMPROVEMENTS	\$1,901.37	670384	Lgts - fuses for switch gear at Jay & Jackson Streets
E 01-20-270		UTILITY R & M	\$7,070.56	803432	Lgts - pad mount transformers
Total			\$8,971.93		
72939	01/05/26	WILBERT MEMORIALS			
E 34-20-316		Niche Engraving	\$225.00	501904	Cem - niche engraving - Tomlinson
Total			\$225.00		
11100			\$58,991.47		

***Check Detail Register©**

Batch: Disb Jan5 2026

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
Fund Summary					
<u>11100 CHECKING</u>					
01		LIGHTS	\$16,652.77		
02		WATER	\$5,651.97		
03		SEWER	\$5,941.49		
04		LANDFILL	\$220.46		
10		GENERAL	\$4,151.01		
21		STREETS	\$5,026.96		
31		FIREMEN	\$1,460.98		
32		POLICE	\$5,660.68		
34		CEMETERY	\$251.05		
36		AMBULANCE	\$8,403.64		
42		PARK	\$3,958.29		
44		LIBRARY	\$1,612.17		
			<hr/>		
			\$58,991.47		

MIKE FEEKEN, MAYOR

NEBRASKA

Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION

December 11, 2025

Connie Jo Beck
City Clerk
704 6th Street
St. Paul, NE 68873-2021

RE: Renewal of Maintenance Agreement No. 47 - QE2114-004
Certificate of Compliance No. 47 - QE2114 - 003

Attached to this letter is the City Maintenance Agreement with the Nebraska Department of Transportation for highway corridors through your community. This agreement begins January 1, 2026, and runs thru December 31, 2026. The rates for 2026 will be updated as explained below. Please arrange for the review and execution of these documents by the proper city officials and return to this office as soon as possible for processing. A copy will be returned to the City once it is executed by the Nebraska Department of Transportation.

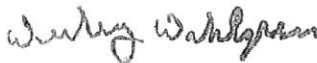
NDOT will continue using a 3-year state average (per lane mile) to create a fair rate for snow removal, system preservation and right of way maintenance. Each supplement beginning with the 2025 agreement will show a 3% increase. Following the fourth supplement, the Department will calculate a new 3-year average for a new base rate set to begin in 2030. For budgeting purposes, the chart below shows the rates (per lane mile) for years 2025 – 2029.

	2025	2026	2027	2028	2029
Snow Removal	\$1,430.00	\$1,470.00	\$1,510.00	\$1,560.00	\$1,600.00
System Preservation	\$2,030.00	\$2,090.00	\$2,160.00	\$2,220.00	\$2,290.00

Enclosed is a Certificate of Compliance for the Maintenance Agreement which confirms all the NDOT system maintenance through your city limits has been completed as required by the Agreement for the period January 1, 2025 thru December 31, 2025.

When compliance has been verified, please have it signed by the appropriate city officials and returned to my attention to our office by **January 30, 2026**.

Sincerely,



Wesley Wahlgren
District Engineer

Vicki Kramer, Director
Department of Transportation
District 4 Headquarters
211 North Tilden Street
PO Box 1488
Grand Island, NE 68802-1488
dot.nebraska.gov

OFFICE 308-385-6265 FAX 308-385-6269
NDOT.ContactUs@nebraska.gov

NEBRASKA

Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION

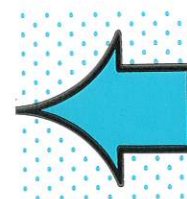
CERTIFICATE OF COMPLIANCE

Maintenance Agreement No. 47 QE 2114 Supp 003
Maintenance Agreement between the Nebraska Department of Transportation and the
Municipality of ST PAUL
Municipal Extensions in ST PAUL

We hereby certify that all roadway snow removal has been accomplished as per terms of the Maintenance Agreement specified above.

As per Section 8d of the Agreement, we are submitting this certificate to District Engineer Wes Wahlgren, Department of Transportation, City, Nebraska.

ATTEST: 5th day of January, 2026



**INITIAL
HERE**

City Clerk

**Connie Jo Beck, City Clerk/
Deputy Treasurer**

Mayor/Designee

Mike Feeken, Mayor

I hereby certify that all roadway snow removal was performed as per the above listed agreement and payment for the same should be made.

District Engineer, Department of Transportation

For Office Use Only

Agreement No.: _____
Pay/Bill Code: _____
Contractor No.: _____
Amount: \$ _____

NEBRASKA

Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION

AGREEMENT RENEWAL

Maintenance Agreement No. 47 / QE2114
Maintenance Agreement between the Nebraska Department of Transportation and the
Municipality of ST PAUL
Municipal Extensions in ST PAUL

We hereby agree that Maintenance Agreement No. 47 / QE2114 described above be renewed for the period January 1, 2026 to December 31, 2026.

All figures, terms and exhibits to remain in effect as per the original agreement dated January 1, 2022, with Attachments B and C attached hereto.

In witness whereof, the parties hereto have caused these presents to be executed by their proper officials thereunto duly authorized as of the dates indicated below.

Executed by the City this 5th day of January, 2026.

ATTEST: City of St. Paul, Nebraska

<i>City Clerk/Witness</i>	<i>Mayor/Designee</i>
Connie Jo Beck, City Clerk/ Deputy Treasurer	Mike Feeken, Mayor
Executed by the State this <u>5th</u> day of <u>January</u> , 2026.	

ATTEST: State of Nebraska

District Engineer, Department of Transportation



NEBRASKA

Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION

City Maintenance Agreement

Attachment B

City of: St Paul

Date: 1/1/26

Surface Maintenance

From Attachment "C", it is determined that the State's responsibility for surface maintenance within the City limits is _____ lane miles. Pursuant to Sections 1a, 8a, 8d of the Agreement and to Attachment "C" made part of this Agreement through reference, the State agrees to pay to the City the sum of \$ _____ per lane mile for performing the surface maintenance on those lanes listed on Attachment "C".

Amount due the City for surface maintenance:

_____ lane miles x \$ _____ per lane mile = \$ _____ .

Snow Removal

From Attachment "A", it is determined that snow removal within City limits is the responsibility of the City. Pursuant to Section 8d of the Agreement and to Attachment "C" made a part of this Agreement through reference, the City agrees to pay to the State the sum of \$1,470.00 per lane mile for performing snow removal on those lanes listed on Attachment "C".

Amount due the State for snow removal:

5.10 lane miles x \$1,470.00 per lane mile = \$7,497.00

Other (Explain)

**ATTACHMENT C
CITY OF ST PAUL—2026**

**STATE OF NEBRASKA
DEPARTMENT OF TRANSPORTATION**

**RESPONSIBILITY FOR SURFACE MAINTENANCE
OF MUNICIPAL EXTENSIONS**

**NEB. REV. STAT. 39-1339
and NEB. REV. STAT. 39-2105**

Description	HWY NO.	Reference Post		Length in Miles	Total Driving Lanes	Total Lane Miles	Responsibility	
		From	To				State	City
West City Limits to East City Limits	92	349.32	349.69	0.37	2	0.74	0.74	
South City Limits to North City Limits	281	92.77	93.86	1.09	4	4.36	2.18	2.18
TOTAL:				1.46		5.10	2.92	2.18

Hastings new e-scooter law takes effect on Tuesday, Nov. 25, 2025

Members of the Hastings City Council voted 8-0 during their regular meeting on Nov. 10, 2025 to approve the second and final readings of Ordinance 4815, which establishes lightweight e-scooter, e-bike and hoverboard usage on public property.

The new law will be section 50-704 of city code. Because ordinances take effect 15 days after passage, Ordinance 4815 will take effect Nov. 25.

The ordinance was amended after council members voted 8-0 to approve the first reading of the ordinance during their Oct. 27 meeting, following discussion during previous council meetings.

Amendments to the ordinance included the prohibition of using motorized scooters, bikes and hoverboards on Second Street between Burlington and Minnesota avenues.

Also changed prior to the Nov. 10 meeting was replacing a specific speed limit for usage on the Pioneer Spirit Trail with the requirement that riders on lightweight motorized vehicles maintain a “safe and reasonable” speed.

E-scooters, e-bikes and hoverboards are banned on Hastings roadways where the speed limit is greater than 25 miles per hour.

Any person riding a lightweight e-scooter, e-bike, or hoverboard shall not ride on a sidewalk within the downtown business district, which is defined as Fifth Street south to South Street, and from Burlington Avenue east to Minnesota Avenue. Any such person is permitted to carry or walk alongside such lightweight e-scooter, e-bike, or hoverboard on the sidewalks downtown.

Every person riding an e-scooter, e-bike or hoverboard on a roadway is responsible for obeying all motor vehicle travel laws.

Ordinance 4815 also outlines that the e-scooter, e-bike, or a hoverboard be outfitted with a front light and a red rear reflector. A red taillight is optional.

The ordinance imposes penalties including a fine of up to \$50 for a violation of the ordinance, a fine of \$50-\$100 for a second offense and a \$150 fine for a third offense.

Police officers may impound a rider’s e-scooter, e-bike, or a hoverboard following a violation. A court may order the lightweight vehicle sold by the city or else destroyed.

The ordinance as amended states that the law doesn’t apply to users of personal assistive mobility devices including motorized wheelchairs.

Now that Ordinance 4815 has passed, the City of Hastings, led by the Hastings Police Department, will work on educational outreach efforts – especially for school aged riders.

The ordinance and a map showing city streets where lightweight electric vehicles are prohibited, are available [here](#).



Published Date: 11/21/2025

[Back to Latest News](#) • [Receive Email Updates](#)

E-Scooter, E-Bike, Hoverboard Usage Code

On November 10, 2025 the Hastings City Council approved Ordinance 4815 establishing code regulations for Lightweight E-Scooter, E-Bike, and Hoverboard usage on public property. Ordinance 4815 and a map depicting prohibited usage can be viewed below.

[Ordinance 4815](#)

[Map of Ordinance 4815](#)

ORDINANCE NO. 4815

AN AMENDED ORDINANCE OF THE CITY OF HASTINGS, NEBRASKA, TO ENACT SECTION 50-704 OF THE OFFICIAL HASTINGS CITY CODE ESTABLISHING LIGHTWEIGHT E-SCOOTER, E-BIKE, AND HOVERBOARD USAGE ON PUBLIC PROPERTY; TO PROVIDE THAT ANY ORDINANCES OR PROVISIONS INCONSISTENT HERE WITH ARE HEREBY REPEALED; TO PROVIDE WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT; TO PROVIDE FOR THE PUBLICATION OF THIS ORDINANCE; AND RELATED MATTERS.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF HASTINGS, NEBRASKA:

Section 1. That Section 50-704 of the Official City Code of the City of Hastings, Nebraska, be and the same is hereby enacted to read as follows:

Section 50-704. Lightweight E-Scooter, E-Bike, and Hoverboard usage on public property.

- (a) Definitions. The following words, terms, and phrases, when used in this ordinance, shall have the meanings prescribed to them in this section, except where the context clearly indicates a different meaning.
1. **Business district:** the area from 5th Street south to South Street, and from Burlington Avenue east to Minnesota Avenue.
 2. **Lightweight E-Scooter:** Propelled by an electronic or gas motor, stand on deck, with handlebars, two to three wheels, 12" or smaller wheels.
 3. **Hoverboard:** Self-balancing single or double wheel electronic board scooter or electric skateboard.
 4. **E-Bike:** Propelled by electronic or gas motor, fully operative pedals for human propulsion, capable of exceeding 15 miles per hour, two to three wheels
 5. **Electric Personal Assistive Mobility Device:** Any motorized wheelchair or other self balancing, two-non tandem-wheeled device designed to transport only one person, powered solely by such a propulsion system, **not capable of exceeding 20 miles per hour** on a level surface
- (b) No person shall ride a lightweight e-scooter, e-bike, or hoverboard upon a roadway on **which the posted speed limit is greater than 25 miles per hour**. Any person riding a lightweight e-scooter, e-bike, or one-wheeled scooter may cross such roadways at a marked intersection.
- (c) No person shall ride a lightweight e-scooter, e-bike, or hoverboard upon 2nd Street from

Burlington Avenue east to Minnesota Avenue. Any person riding a lightweight e-scooter, e-bike, or hoverboard may cross 2nd Street at a marked intersection.

- (d) Any person riding a lightweight e-scooter, e-bike, or hoverboard shall not ride upon a sidewalk within the business district. Any such person is permitted to carry or walk alongside such lightweight e-scooter, e-bike, or hoverboard on the sidewalks located in the business district.
- (e) It shall be lawful for any person to operate an e-scooter, e-bike, or hoverboard on hike and bike trails, unless such activity is expressly prohibited by posted signage. Any person riding on such hike and bike trail must travel at a speed deemed safe and reasonable.
- (f) Every person riding a lightweight e-scooter, e-bike, or a hoverboard upon a roadway shall be granted all of the rights and shall be subject to all the duties applicable to the driver of a vehicle by the laws of this State declaring rules of the road applicable to vehicles or by this Code or other traffic ordinances of this City applicable to the driver of a vehicle, except as to special regulations in this section and as to those provisions of laws and ordinances which by their nature can have no application.
- (g) Any person operating a lightweight e-scooter, e-bike, or a hoverboard shall obey the instruction of official traffic control signals, signs, and other control devices applicable to vehicles, unless otherwise directed by a Police Officer.
- (h) Any person operating an e-scooter, e-bike, or hoverboard upon a street shall clearly signal their intention for turning left and right by utilizing hand signals.
- (i) Any lightweight e-scooter, e-bike, or hoverboard being ridden at nighttime shall be equipped with a light on the front which shall emit a white light visible from a distance of at least five hundred (500) feet to the front on a clear night and with a red reflector on the rear which shall be visible on a clear night from all distances between one hundred (100) feet and six hundred (600) feet to the rear when directly in front of lawful lower beams of headlights on a motor vehicle. A light emitting a red light visible from a distance of five hundred (500) feet to the rear may be used in addition to such red reflector.
- (j) When riding a lightweight e-scooter, e-bike, or hoverboard on a sidewalk, hike and bike trail, or other pedestrian walkway, the user shall yield the right of way to all pedestrians and give an audible signal before overtaking and passing such pedestrian. When three or more lightweight e-scooters, e-bikes, and/or hoverboards ride in a group, such group must proceed in single file so as to not impede others.
- (k) The operator of a lightweight e-scooter, e-bike, or hoverboard emerging from an alley, driveway, or building, shall upon approaching a sidewalk or the sidewalk area extending across any alleyway, yield the right of way to all pedestrians approaching on the sidewalk or sidewalk area, and upon entering the roadway shall yield the right of way to

all vehicles approaching on the roadway.

(l) Any person operating an Electric Personal Assistive Mobility Device is exempt from the provisions of this section. This exemption applies to devices designed primarily for individuals with mobility impairments and operated in accordance with applicable state and federal accessibility laws and regulations.

(m) Penalties for violations of this section:

1. First offense: A person convicted of violation of any provision of this section shall be punished by a fine not less than \$0.00 nor more than \$50.00.
2. Second offense: A person convicted of a violation of any provision of this section shall be punished by a fine not less than \$50.00 nor more than \$100.00
3. Third and successive offenses: A person convicted of a violation of any provision of this section shall be punished by a fine of \$150.00.

(n) A Police Officer apprehending a person for violating this section may impound the lightweight e-scooter or hoverboard, and a Court may order it to be sold by the City of Hastings or destroyed.

Section 2. Any ordinance passed and approved prior to the passage, approval and publication or posting of this ordinance and in conflict with its provisions is repealed.

Section 3. This Ordinance shall be published in the manner and form provided by law and shall take effect and be in full force from and after its due passage, approval, and publication in electronic form.

Section 4. The provisions of this ordinance are separable, and the invalidity of any phrase, clause or part of this ordinance shall not affect the validity or effectiveness of the remainder of the ordinance.

PASSED AND APPROVED this 10th day of November, 2025.

CITY OF HASTINGS, NEBRASKA

By: _____

George J.J. Beckby, Mayor

ATTEST:

By: 
Tyler Ficken, Clerk



Approved as to form: 
Jesse Oswald, City Attorney

Moped, scooter, e-bike & motorcycle differences

Find out the differences between a moped, scooter & e-bike — do they need motorcycle insurance and a license?

Ease of use, lower gas consumption, less maintenance and nimble size: There are many reasons people might consider motorized two-wheeled options such as scooters, mopeds and e-bikes for driving short distances. Before making a decision, you may want to understand the differences between them and a motorcycle and to familiarize yourself with regulations governing all four. And more importantly, if they require a **motorcycle insurance policy** or license to ride.

What's the difference between a moped, scooter, e-bike and motorcycle?

Moped

First named because it was a bicycle with a motor (literally a motorized pedal vehicle), today's mopeds have a step-through frame (with or without pedals), small wheels (typically 10 inches) and have a 50cc (cee-cee is moto-speak for cubic centimeter) or smaller motor.

Mopeds generally top out at 28 mph (less with increased rider weight) and may achieve triple-digit gas mileage.

Scooter

A scooter (motor scooter) has the same step-through frame and smaller wheels like a moped, but a more powerful motor — 50cc - 250cc. Scooters usually have automatic transmissions and come with lights, turn signals and horns.

Scooters offer superior mobility with higher top speeds and good gas mileage. For example, a 150cc scooter has a top speed of 60 mph and may get up to 70 mpg, while a 250cc scooter

can reach 75 mph but might get fewer than 60 mpg. However, you may not be able to use a scooter on the freeway. Check with your local DMV regarding size or horsepower minimums.

E-bike (electric bikes)

Electric bicycles have pedals, an electric motor and have no more than 750 watts.

There are different types of e-bikes:

- Class 1: Motor activates when the rider is peddling. The motor is also capped at 20 miles per hour.
- Class 2: Same as a Class 1, but the motor can propel the rider without any peddling.
- Class 3: Same as a Class 1, but has a speedometer and the motor is capped at 28 miles per hour.

If you think an e-bike is right for you, review some of our [e-bike safety tips](#).

Motorcycle

The bike's design is what distinguishes a motorcycle. The engine and gas tank are forward and between the driver's knees. Motorcycles usually have a manual transmission in which drivers need to use a clutch and shift gears. Motorcycles typically have 16-inch tires and the driver sits upright with their back perpendicular to the road.

Motorcycles generally have an engine size that enables them to share the road with other motorized vehicles.

Do you need insurance for a moped, scooter or e-bike?

Coverage will depend on which you purchase. mopeds, e-bikes and scooters may require liability insurance and each state may differ in their requirements. You may also choose to add comprehensive coverage which normally covers vandalism, theft or storm damage. [Contact your local insurance agent](#) to confirm.

[Homeowners policies](#) may provide a limited amount of liability and coverage for potential property damage or theft for your scooter, electric bike or moped. But criteria such as cost of replacement, cost of parts and size of motor may require them to have a separate policy. Discuss what your homeowners policy may cover for these vehicles with your agent.

Do you need a license?

Your state regulates licensing requirements. Check local regulations; they may vary from one locale to the next, and license age and requirements could be different for each motorized two-wheeled option. Your state may offer a two-wheeler education course and/or require a skill's test.

License plates and registration requirements may also be determined by engine size.

Do you need a license to drive a moped?

If the engine is 49cc or less, many states require only a vehicle driver's license or driver's permit. A motorcycle license may be necessary if the moped has an engine capacity of 50cc or more. Please check your state's licensing requirements.

Do you need a license to drive a 49cc scooter?

Scooter laws are similar to mopeds, where scooters under 49cc can be ridden with a vehicle driver's license. In many states, when the scooter is 50cc's or more, a motorcycle license is required. Please check your state's licensing requirements.

Do you need a helmet?

Many states require **helmets** for motorcyclists under a certain age. If they aren't required, consider helmet use for you and your passengers for added safety. Check your state and local laws for helmet regulations.

What are some rules of the road?

- **Moped and e-bikes:** The slower speeds mean it is not legal to ride on highways and is best used for shorter trips around town on low-speed-limit roads.
- **Scooters:** Depending on engine size, these can go faster and might join highway traffic if allowed in your locale. However it may be better to use a scooter for shorter distances rather than the highway since you'd be sharing the road with **larger and heavier vehicles** that go much faster.

Regardless of what you're riding, motorized riders need to obey the same traffic and safety laws as all other vehicles. States like California also prohibit passengers on mopeds and e-bikes. In addition, most cities prohibit their use on sidewalks and walking trails. Check with your local DMV for any specific rules in your area.

What about emissions?

While two-wheelers may have better gas mileage, their emissions may be less than stellar. According to [Gear Junkie](#), motorcycles from the 2000s produce over 3,000% more nitric oxide and over 8,000% more carbon monoxide than their vehicle counterparts. Today, many are manufactured with [emission-reducing technology](#). If emissions are important to you, ask before you buy.

If you are in the market for a moped, scooter or e-bike, understand the differences between them, the rules of the road and the requirements of your state. Also consider talking to a [State Farm® agent](#) about what the best coverage for your new ride is, whether it is [homeowners](#), [motorcycle](#) or another type of policy. And don't forget to consider [liability insurance](#) and learn about the additional protection it may provide.

60-6,347. Minibikes; exemptions from certain requirements.

Minibikes, their owners, and their operators shall be exempt from the requirements of the Motor Vehicle Operator's License Act, the Motor Vehicle Registration Act, and the Motor Vehicle Safety Responsibility Act.

Source: Laws 1972, LB 1196, § 5; Laws 1981, LB 285, § 8; Laws 1986, LB 731, § 3; Laws 1989, LB 285, § 132; R.S.Supp.,1992, § 60-2101.01; Laws 1993, LB 370, § 443; Laws 2004, LB 812, § 1; Laws 2005, LB 274, § 249.

Cross References

Motor Vehicle Operator's License Act, see section 60-462.

Motor Vehicle Registration Act, see section 60-301.

Motor Vehicle Safety Responsibility Act, see section 60-569.

60-6,352. Violations; penalty.

It shall be unlawful for any person to operate a minibike on any state highway except as permitted pursuant to section 60-6,353. Any person who violates this section shall be guilty of a Class III misdemeanor.

Source: Laws 1972, LB 1196, § 8; Laws 1977, LB 39, § 103; R.S.1943, (1988), § 60-2107; Laws 1993, LB 370, § 448.

60-6,353. Operation; rules and regulations; violations; penalty.

Any department, board, or commission of the State of Nebraska with jurisdiction over state parks and state recreation areas as defined in section 37-338 and state wayside areas as described in section 81-711, in which motor vehicles of any type are permitted, may adopt and promulgate rules and regulations permitting and controlling the operation of minibikes and designating the place, time, and manner of such operation in the public recreation area under its control. In designating the manner of such operation within a specific location and during a specific time, the department, board, or commission may establish speed limits and restrictions on the age of the operator, noise emission levels, and number of minibikes permitted to be operated within a specific area at the same time. The other provisions of the Nebraska Rules of the Road not inconsistent with sections 60-678 and 60-6,347 to 60-6,353 shall apply to the public area.

Such department, board, or commission may further authorize the supervising official of any area under its ownership or control to prohibit operation of any minibike in emergency situations by personal or posted notice.

Any person operating a minibike in a place, at a time, or in a manner not permitted by the department, board, or commission having control over the area shall be guilty of a Class III misdemeanor.

Any political subdivision of the State of Nebraska with jurisdiction over highways may adopt and promulgate rules, regulations, ordinances, or resolutions in conformity with such sections.

Source: Laws 1972, LB 1196, § 10; Laws 1977, LB 39, § 104; Laws 1989, LB 285, § 135; R.S.Supp.,1992, § 60-2108; Laws 1993, LB 370, § 449; Laws 1998, LB 922, § 406.


(/)

Moped

Home (/) / Driver and Vehicle Records (/dvr/index) / Titles (/dvr/mvtitles)
/ Vehicles Exempt from Titling (/dvr/title/vehicles-exempt-titling) / Moped

Motor Vehicle Titles ▾ (/dvr/mvtitles)

Motorboat Titles ▾ (<https://dmv.nebraska.gov/dvr/mvtitles>)

Other Titling Information ▾ (<https://dmv.nebraska.gov/dvr/mvtitles>)

A moped is defined as a bicycle with fully operative pedals for propulsion by human power, an automatic transmission and a motor not exceeding 50 cc that produces no more than two brake horsepower at a maximum design speed of no more than 30 miles per hour ([§60-637](#) (<http://nebraskalegislature.gov/laws/statutes.php?statute=60-637>)).

Mopeds are exempt from titling and registration. They can be operated on public roads as long as the operator complies with the laws regarding mopeds and the pedals are not removed. The laws regarding the operation of mopeds are [§60-6,309](#) (<http://nebraskalegislature.gov/laws/statutes.php?statute=60-6,309>) thru [§60-6,313](#) (<http://nebraskalegislature.gov/laws/statutes.php?statute=60-6,313>).

While mopeds are exempt from titling and registering, if at any time the pedals are removed the vehicle becomes an off-road vehicle restricted to operation on private property unless it meets the [minimum requirements of a motorcycle](#) (/dvr/title/motorcycle). If it meets the minimum motorcycle requirements then must be titled and registered for legal operation on public roads.

Questions regarding Mopeds may be addressed by [email](#) (/contact) or by phone at (402) 471-3918.

60-637. Moped, defined.

Moped shall mean a device with fully operative pedals for propulsion by human power, an automatic transmission, and a motor with a cylinder capacity not exceeding fifty cubic centimeters which produces no more than two brake horsepower and is capable of propelling the device at a maximum design speed of no more than thirty miles per hour on level ground.

Source: Laws 1993, LB 370, § 133; Laws 2015, LB95, § 11.

60-6,309. Moped; statutes; applicable.

Mopeds, their owners, and their operators shall be subject to the Motor Vehicle Operator's License Act, but shall be exempt from the requirements of the Motor Vehicle Certificate of Title Act, the Motor Vehicle Registration Act, and the Motor Vehicle Safety Responsibility Act.

Source: Laws 1979, LB 23, § 3; Laws 1986, LB 731, § 2; R.S.1943, (1988), § 39-6,196; Laws 1993, LB 370, § 405; Laws 2005, LB 274, § 247; Laws 2005, LB 276, § 104.

Cross References

Motor Vehicle Certificate of Title Act, see section 60-101.

Motor Vehicle Operator's License Act, see section 60-462.

Motor Vehicle Registration Act, see section 60-301.

Motor Vehicle Safety Responsibility Act, see section 60-569.

60-6,310. Moped; operation; license required.

No person shall operate a moped upon a highway unless such person has a valid operator's license.

Source: Laws 1979, LB 23, § 4; R.S.1943, (1988), § 39-6,197; Laws 1993, LB 370, § 406; Laws 2008, LB756, § 27.

60-6,313. Operating mopeds on roadways laned for traffic; prohibited acts.

(1) A moped shall be entitled to full use of a traffic lane of any highway with an authorized speed limit of forty-five miles per hour or less, and no vehicle shall be operated in such a manner as to deprive any moped of the full use of such lane, except that mopeds and motorcycles may be operated two abreast in a single lane.

(2) No person shall operate a moped between lanes of traffic or between adjacent lines or rows of vehicles.

(3) Mopeds shall not be operated more than two abreast in a single lane.

(4) Any person who operates a moped on a roadway with an authorized speed limit of more than forty-five miles per hour shall ride as near to the right side of the roadway as practicable and shall not ride more than single file.

(5) No person who rides upon a moped shall attach himself, herself, or the moped to any other vehicle on a roadway.

(6) Mopeds shall not be operated on the National System of Interstate and Defense Highways or on sidewalks.

(7) Notwithstanding the maximum speed limits in excess of twenty-five miles per hour established in section 60-6,186, no person shall operate any moped at a speed in excess of thirty miles per hour.

(8) For purposes of this section, motorcycle does not include an autocycle.

Source: Laws 1979, LB 23, § 7; R.S.1943, (1988), § 39-6,200; Laws 1993, LB 370, § 409; Laws 2018, LB909, § 111.

Cross References

Operator's license, assessment of points for speeding, see section 60-4,182.


(L)

Motorcycle Certificate of Title

Home (/) / Driver and Vehicle Records (/dvr/index) / Titles (/dvr/mvtitles) / Motorcycle Certificate of Title

Motor Vehicle Titles ▾ (/dvr/mvtitles)

Motorboat Titles ▾ (<https://dmv.nebraska.gov/dvr/mvtitles>)

Other Titling Information ▾ (<https://dmv.nebraska.gov/dvr/mvtitles>)

Vehicles that meet the definition of a motorcycle must be properly titled and registered before they can be operated on highways and roads in Nebraska.

A motorcycle is defined as any motor vehicle having a seat or saddle for the use of the rider and designed to travel on not more than three wheels in contact with the ground but excluding a tractor, an all terrain vehicle or an electric personal assistive mobility device.

Motorcycle includes Scooters that meet the requirements below.

Motorcycle Requirements [§60-124 \(http://nebraskalegislature.gov/laws/statutes.php?statute=60-124\)](http://nebraskalegislature.gov/laws/statutes.php?statute=60-124):

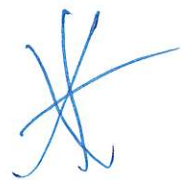
- Total wheel and tire diameter of 14 inches or more. [§60-636 \(http://nebraskalegislature.gov/laws/statutes.php?statute=60-636\)](http://nebraskalegislature.gov/laws/statutes.php?statute=60-636)
- Engine rated capacity of 45 cc (2.238 kw if electric) or more. [§60-636 \(http://nebraskalegislature.gov/laws/statutes.php?statute=60-636\)](http://nebraskalegislature.gov/laws/statutes.php?statute=60-636)
- Must have a permanent and regular seat attached. [§60-6,307 \(http://uniweb.legislature.ne.gov/laws/statutes.php?statute=60-6,307\)](http://uniweb.legislature.ne.gov/laws/statutes.php?statute=60-6,307)
- If carrying a passenger, must be equipped with proper seating and footrests for the passenger. [§60-6,307 \(http://nebraskalegislature.gov/laws/statutes.php?statute=60-6,307\)](http://nebraskalegislature.gov/laws/statutes.php?statute=60-6,307)
- Handle bars no more than 15 inches above the mounting point. [§60-6,307 \(http://nebraskalegislature.gov/laws/statutes.php?statute=60-6,307\)](http://nebraskalegislature.gov/laws/statutes.php?statute=60-6,307)
- All operators and passengers must wear helmets. [§60-6,279 \(http://nebraskalegislature.gov/laws/statutes.php?statute=60-6,279\)](http://nebraskalegislature.gov/laws/statutes.php?statute=60-6,279)


(1)

Motor Vehicles Exempt From Registration

[Home \(/\)](#) / [Driver and Vehicle Records \(/dvr/index\)](#) / [Vehicle Registrations \(/dvr/reg/mvreg\)](#)
/ [Motor Vehicles Exempt From Registration](#)

All motor vehicles and trailers used upon the highways and roads of the State of Nebraska must be registered, with the following exceptions:

- Off-road vehicles including, but not limited to:
 - ATV
 - UTV
 - Electric Personal Assistive Devices
 - Electric Scooters
 - Garden tractors
 - Golf carts
 - Golf car vehicles
 - Go-carts
 - Minibikes
 - Mopeds
 - Riding lawn mowers
 - Vehicles which run on rails or tracks;
 - Farm tractors;
 - Self-propelled equipment designed and used exclusively to carry and apply fertilizer, chemicals, or related products to agricultural soil and crops;
 - Agricultural floater-spreader implements and other implements of husbandry designed for and used primarily for tilling the soil and harvesting crops or feeding livestock;
 - Hay spreaders and power unit hay grinders or a combination which includes a power unit and a hay grinder when operated without cargo;
 - Welder if permanently mounted on a device being towed;
 - Pole diggers;
 - Portable scales;
 - Tow dollies and convertor gears;
 - Cabin trailers exceeding 102" in width, 40' in length, or 13.5' in height (exception: if appurtenance extending no more than 6" beyond body is present). This includes Park Model homes;
- 

Road and general purpose construction and maintenance machinery not designed or used for the transportation of persons or property including, but not limited to:

- Ditch digging apparatus
- Asphalt spreaders
- Bucket loaders
- Leveling graders
- Earth moving carryalls and equipment
- Power shovels
- Crawler tractors

For information regarding boats exempt from registration, refer to [Nebraska Game and Parks Commission \(http://outdoornebraska.gov/\)](http://outdoornebraska.gov/).

Questions regarding Vehicles Exempt From Registration may be addressed by [email \(/dvr/contact\)](#) or by phone at (402) 471-3918.



[_\(https://www.nebraska.gov/dmv/vtr/start.cgi\)](https://www.nebraska.gov/dmv/vtr/start.cgi)

Online Registration Renewal (<https://www.nebraska.gov/dmv/vtr/start.cgi>)



[_\(https://eDmv.Nebraska.gov/TAP/?link=FeeEstimator\)](https://eDmv.Nebraska.gov/TAP/?link=FeeEstimator)

Vehicle Tax Estimator (<https://eDmv.Nebraska.gov/TAP/?link=FeeEstimator>)

60-6,355. All-terrain vehicle, defined; utility-type vehicle, defined.

(1) For purposes of sections 60-6,355 to 60-6,362:

(a) All-terrain vehicle means any motorized off-highway vehicle which (i) is fifty inches or less in width, (ii) has a dry weight of twelve hundred pounds or less, (iii) travels on three or more nonhighway tires, and (iv) is designed for operator use only with no passengers or is specifically designed by the original manufacturer for the operator and one passenger.

(b)(i) Utility-type vehicle means any motorized off-highway vehicle which (A) is seventy-four inches in width or less, (B) is not more than one hundred eighty inches, including the bumper, in length, (C) has a dry weight of two thousand pounds or less, (D) travels on four or more nonhighway tires.

(ii) Utility-type vehicle does not include all-terrain vehicles, golf car vehicles, or low-speed vehicles.

(2) All-terrain vehicles and utility-type vehicles which have been modified or retrofitted with after-market parts to include additional equipment not required by sections 60-6,357 and 60-6,358 shall not be registered under the Motor Vehicle Registration Act, nor shall such modified or retrofitted vehicles be eligible for registration in any other category of vehicle defined in the act.

Source: Laws 1987, LB 80, § 1; R.S.1943, (1988), § 60-2801; Laws 1993, LB 370, § 451; Laws 2003, LB 333, § 33; Laws 2005, LB 274, § 250; Laws 2010, LB650, § 39; Laws 2012, LB1155, § 24; Laws 2013, LB223, § 3; Laws 2014, LB814, § 7.

Cross References

Motor Vehicle Registration Act, see section 60-301.

60-6,356. All-terrain vehicle; utility-type vehicle; operation; restrictions; city or village ordinance; county board resolution.

(1) An all-terrain vehicle or a utility-type vehicle shall not be operated on any controlled-access highway with more than two marked traffic lanes. The crossing of any controlled-access highway with more than two marked traffic lanes shall not be permitted except as provided in subsections (9) and (10) of this section. Subsections (2), (3), and (5) through (8) of this section authorize and apply to operation of an all-terrain vehicle or a utility-type vehicle only on a highway other than a controlled-access highway with more than two marked traffic lanes.

(2) An all-terrain vehicle or a utility-type vehicle may be operated in accordance with the operating requirements of subsection (3) of this section:

(a) Outside the corporate limits of a city, village, or unincorporated village if incidental to the vehicle's use for agricultural purposes;

(b) Within the corporate limits of a city or village if authorized by the city or village by ordinance adopted in accordance with this section; or

(c) Within an unincorporated village if authorized by the county board of the county in which the unincorporated village is located by resolution in accordance with this section.

(3) An all-terrain vehicle or a utility-type vehicle may be operated as authorized in subsection (2) of this section when such operation occurs only between the hours of sunrise and sunset. Any person operating an all-terrain vehicle or a utility-type vehicle as authorized in subsection (2) of this section shall have a valid Class O operator's license or a farm permit as provided in section 60-4,126, shall have liability insurance coverage for the all-terrain vehicle or a utility-type vehicle while operating the all-terrain vehicle or a utility-type vehicle on a highway, and shall not operate such vehicle at a speed in excess of thirty miles per hour. The person operating the all-terrain vehicle or a utility-type vehicle shall provide proof of such insurance coverage to any peace officer requesting such proof within five days of such a request. When operating an all-terrain vehicle or a utility-type vehicle as authorized in subsection (2) of this section, the headlight and taillight of the vehicle shall be on and the vehicle shall be equipped with a bicycle safety flag which extends not less than five feet above ground attached to the rear of such vehicle. The bicycle safety flag shall be triangular in shape with an area of not less than thirty square inches and shall be day-glow in color.

(4) All-terrain vehicles and utility-type vehicles may be operated without complying with subsection (3) of this section on highways in parades which have been authorized by the State of Nebraska or any department, board, commission, or political subdivision of the state.

(5) The crossing of a highway other than a controlled-access highway with more than two marked traffic lanes shall be permitted by an all-terrain vehicle or a utility-type vehicle without complying with subsection (3) of this section only if:

(a) The crossing is made at an angle of approximately ninety degrees to the direction of the highway and at a place where no obstruction prevents a quick and safe crossing;

(b) The vehicle is brought to a complete stop before crossing the shoulder or roadway of the highway;

(c) The operator yields the right-of-way to all oncoming traffic that constitutes an immediate potential hazard;

(d) In crossing a divided highway, the crossing is made only at an intersection of such highway with another highway; and

(e) Both the headlight and taillight of the vehicle are on when the crossing is made.

(6) All-terrain vehicles and utility-type vehicles may be operated outside the corporate limits of any municipality by electric utility personnel within the course of their employment in accordance with the operation requirements of subsection (3) of this section, except that the operation of the vehicle pursuant to this subsection need not be limited to the hours between sunrise and sunset.

(7) A city or village may adopt an ordinance authorizing the operation of all-terrain vehicles and utility-type vehicles within the corporate limits of the city or village if the operation is in accordance with subsection (3) of this section. The city or village may place other restrictions on the operation of all-terrain vehicles and utility-type vehicles within its corporate limits.

(8) A county board may adopt a resolution authorizing the operation of all-terrain vehicles and utility-type vehicles within any unincorporated village within the county if the operation is in accordance with subsection (3) of this section. The county may place other restrictions on the operation of all-terrain vehicles and utility-type vehicles within the unincorporated village.

(9) Except as provided in subsection (10) of this section, the crossing of a controlled-access highway with more than two marked traffic lanes shall be permitted by a utility-type vehicle if the operation is in accordance with the operation requirements of subsection (3) of this section and if the following requirements are met:

(a) The crossing is made at an intersection that:

(i) Is controlled by a traffic control signal; or

(ii) For any intersection located outside the corporate limits of a city or village, is controlled by stop signs;

(b) The crossing at such intersection is made in compliance with the traffic control signal or stop signs; and

(c) The crossing at such intersection is specifically authorized as follows:

(i) If such intersection is located within the corporate limits of a city or village, by ordinance of such city or village;

(ii) If such intersection is located within an unincorporated village, by resolution of the county board of the county in which such unincorporated village is located; or

(iii) If such intersection is located outside the corporate limits of a city or village and outside any unincorporated village, by resolution of the county board of the county in which such intersection is located.

(10) When the use of the all-terrain vehicle or utility-type vehicle is for an agricultural purpose, the crossing of a controlled-access highway with more than two marked traffic lanes shall be permitted if such vehicle is operated in accordance with subsection (3) of this section.

Source: Laws 1987, LB 80, § 2; Laws 1989, LB 114, § 1; Laws 1989, LB 285, § 138; R.S.Supp.,1992, § 60-2802; Laws 1993, LB 370, § 452; Laws 2007, LB307, § 1; Laws 2010, LB650, § 40; Laws 2015, LB122, § 1; Laws 2020, LB944, § 72.

60-6,357. All-terrain vehicle; utility-type vehicle; lights required; when.

Every all-terrain vehicle and utility-type vehicle shall display a lighted headlight and taillight during the period of time from sunset to sunrise and at any time when visibility is reduced due to insufficient light or unfavorable atmospheric conditions.

Source: Laws 1987, LB 80, § 3; R.S.1943, (1988), § 60-2803; Laws 1993, LB 370, § 453; Laws 1993, LB 575, § 50; Laws 2010, LB650, § 41.

60-6,362. Violations; penalty.

(1) Any person who violates sections 60-6,356 to 60-6,361 shall be guilty of a Class III misdemeanor, except that if such person is convicted of a second or subsequent offense within any period of one year, he or she shall be guilty of a Class II misdemeanor.

(2) Any violation of such sections which is also a violation under any other provision of Chapter 60 may be punished under the penalty provisions of such chapter.

Source: Laws 1987, LB 80, § 8; R.S.1943, (1988), § 60-2808; Laws 1993, LB 370, § 458.

Norfolk, NE

[City Code Home](#)[Table of Contents](#)[Search City Code](#)[City Code Index](#)

Chapter 5

BICYCLES AND MOTOR SCOOTERS

*Cross reference-Traffic, Ch. 24.

Art. I. In General, § 5-1--5-15

Art. II. Operational Rules and Regulations, §§ 5-16--5-23

ARTICLE I. IN GENERAL

Sec. 5-1. Enforcement.

The chief of police shall administer the provisions of this chapter.

Source: Code 1962, § 10-16-5

ARTICLE II. BICYCLES

Sec. 5-2. Registration.

(a) It shall be unlawful for any person to operate or use a bicycle propelled by muscular power upon any of the streets, alleys or public highways of the city, without first registering the same with the clerk. The clerk shall, upon written application, register a bicycle for two (2) calendar years. All registrations shall cease on the thirtieth day of April of each even numbered year after their entry, and registration shall entitle the registrant to operate the bicycle for which the same is issued as provided by law.

(b) The fee for such registration is set forth in Section 2-5 of this Code. The fee for replacement of lost or destroyed registrations is set forth in Section 2-5 of this Code. All such registration fees shall be paid into the treasury.

(c) The chief of police is hereby empowered to suspend or revoke any registration issued under the provisions of this chapter for any violation hereof.

Source: Code 1962, §§ 10-16-1, 10-16-2, 10-16-4, 10-16-5; Ord. No. 2864, § 1, 4-7-80; Ord. No. 4761, § 1, 11-15-04; Ord. No. 5135, § 4, 9-7-10

State law reference-Authority to require bicycle registration, R.R.S. 1943, 39-690(4).

Sec. 5-3. License.

The clerk shall provide licenses, having registered numbers thereon in numerical order beginning with number one, and indicating the year for which the same is issued and the words "Norfolk Bicycle License". Said license shall be affixed to the frame or fender of each bicycle. The clerk shall maintain a record of the date of issue of each registration, to whom made, the number thereon, the make, kind and serial number of the bicycle.

Source: Code 1962, § 10-16-3; Ord. No. 4761, § 1, 11-15-04

Sec. 5-4. Mutilation of serial number or registration number.

It shall be unlawful for any person to willfully or maliciously remove, destroy, mutilate or alter the manufacturer's serial number or any bicycle registration pursuant to the provisions of this chapter.

Source: Code 1962, § 10-16-6(L)

Sec. 5-5. Parental responsibilities.

The parent or guardian of any child, who is less than sixteen (16) years old, shall not knowingly permit any such child to violate any of the provisions of this chapter.

State law reference-Similar provisions, R.R.S. 1943, 39-687.

Sec. 5-6. Violations.

Any person violating any of the provisions of this chapter or who shall fail, neglect or refuse to perform any duty imposed upon him by this chapter shall be deemed guilty of an offense, and upon conviction thereof, may in lieu of the penalty provided by this Code for such violation, be adjudged and ordered to surrender the registration and license for his bicycle to the chief of police for a period not to exceed six (6) months, or may be ordered to surrender his bicycle for impounding for a period of not to exceed six (6) months.

Source: Code 1962, § 10-16-6 (N), (O); Ord. No. 4761, § 1, 11-15-04

Secs. 5-7--5-15. Reserved.

***State law reference**-Authority to regulate operation of bicycles, R.R.S. 1943, 39-690(4).

Sec. 5-16. Compliance.

It shall be unlawful to operate a bicycle upon the streets of the city except in compliance with the provisions of this article.

Source: Code 1962, § 10-16-6

Sec. 5-17. Compliance with traffic laws.

All bicycle riders shall adhere to all laws regulating the movement of traffic on the streets, alleys or public ways so far as applicable.

Source: Code 1962, § 10-16-6(M)

State law reference-Similar provisions, R.R.S. 1943, 39-686.

Sec. 5-18. Equipment.

(a) Any bicycle when in use at nighttime shall be equipped with a light on the front which shall emit a white light visible from a distance of at least five hundred (500) feet to the front on a clear night and with a red reflector on the rear of a type which shall be visible on a clear night from all distances between one hundred (100) feet and six hundred (600) feet to the rear when directly in front of lawful lower beams of headlights on a motor vehicle. A light emitting a red light visible from a distance of five hundred (500) feet to the rear may be used in addition to such red reflector.

(b) Any bicycle used on a highway shall be equipped with a brake which will enable the operator to make the braked wheel skid on dry, level, clean pavement.

Source: Code 1962, § 10-16-6(C)

State law reference-Similar provisions, R.R.S. 1943, 39-691.

Sec. 5-19. Manner of riding; carrying passengers, etc.

(a) Any person who rides a bicycle shall not ride other than upon or astride a permanent and regular seat attached thereto.

(b) Any person who rides a bicycle shall not remove his feet from the pedals and shall have at least one hand on the handlebars at all times.

(c) Any person who operates a bicycle shall not carry any package, bundle, or article which prevents such operator from keeping at least one hand upon the handlebars.

(d) No bicycle shall be used to carry more persons at one time than the number for which it shall be designed and equipped.

Source: Code 1962, §§ 10-16-6(F), (G), (J)

State law reference-Similar provisions, R.R.S. 1943, 39-688.

Sec. 5-20. Riding on roadways and paths.

(a) Any person who operates a bicycle upon a roadway shall ride as near to the right side of the roadway as practicable, exercising due care when passing a standing vehicle or one proceeding in the same direction.

(b) Any person who rides a bicycle upon a roadway shall not ride more than single file except on paths or parts of roadways set aside for the exclusive use of bicycles.

(c) Whenever a usable path for bicycles has been provided adjacent to a roadway, bicycle riders shall use such path and shall not use such roadway.

Source: Code 1962, § 10-16-6(E)

State law reference-Similar provisions, R.R.S. 1943, 39-690.

Sec. 5-21. Bicycle riding on sidewalks.

Bicycles may be ridden on the sidewalks in the city except where prohibited in Section 22-4 of this Code provided, however, that pedestrians shall, at all times, have the right of way.

Source: Code 1962, § 10-16-6(D); Ord. No. 4033, § 1, 6-20-94; Ord. No. 4581, § 1, 5-20-02; Ord. No. 5734, § 1, 05-03-2021;

Reference-Similar provisions, section 22-4.

Sec. 5-22. Clinging to vehicles.

Any person who rides upon any bicycle shall not attach such or himself to any vehicle upon a roadway.

Source: Code 1962, § 10-16-6(I)

State law reference-Similar provisions, R.R.S. 1943, 39-689.

Sec. 5-23. Parking.

It shall be unlawful for any person to park a bicycle upon a roadway, sidewalk, or other public way in such a position as to interfere with the safety or movement of vehicular or pedestrian traffic and when parked within three (3) feet of the curb, as close to the curb line as possible.

Source: Code 1962, § 10-16-6(K)

ARTICLE III. MOTOR SCOOTERS

Sec. 5-24. Gas- or electric-powered scooters on sidewalks.

Unless otherwise provided, gas- or electric-powered scooters may be operated upon a sidewalk so long as the gas- or electric-powered scooter meets the following criteria:

- (1) The maximum speed at which the scooter is capable of being operated, as determined by the manufacturer, cannot exceed 20 miles per hour.
- (2) No modifications shall be made to the scooter to enable the scooter to be operated at a higher rate of speed than the maximum speed determined by the manufacturer.
- (3) The scooter is registered with the city clerk as set forth in this article.

Source: Ord. No. 4761, § 1, 11-15-04

Sec. 5-25. Registration; license.

(a) It shall be unlawful for any person to operate or use a gas- or electric-powered scooter on the sidewalks of the city, without first registering the same with the city clerk.

(b) The clerk or his or her authorized designee shall, upon written application, register a gas- or electric-powered scooter for two (2) calendar years. All registrations shall cease on the thirtieth (30th) day of April of each even numbered year after their entry, and registration shall entitle the registrant to operate the gas- or electric-powered scooter for which the same is issued as provided by law. Only gas- or electric-powered scooters with a maximum speed not exceeding 20 miles per hour, as determined by the manufacturer, may be registered.

(c) The fee for such registration is set forth in Section 2-5 of this Code. The fee for replacement of lost or destroyed registrations is set forth in Section 2-5 of this Code. All such registration fees shall be paid into the treasury.

(d) The city clerk or his or her authorized designee shall provide licenses, having registered numbers thereon in numerical order and indicating the year for which the same is issued and the words "Norfolk Scooter License". Said license shall be affixed to the frame or fender of each gas- or electric-powered scooter. The city clerk or his or her authorized designee shall maintain a record of the date of issue of each registration, to whom made, the number thereon, the make, kind, serial number and manufacturer's maximum rated speed of the scooter.

(e) It shall be a violation of this section to provide false information when registering and/or licensing a gas- or electric-powered scooter.

(f) A registration and/or license that is issued based upon false or inaccurate information is void.

Source: Ord. No. 4761, § 1, 11-15-04; Ord. No. 5135, § 4, 9-7-10

Sec. 5-26. Right of way.

The operator of a gas- or electric-powered scooter shall at all times yield the right of way to pedestrians, to vehicles crossing the sidewalk and to any vehicles or pedestrians on any street or at any intersection.

Source: Ord. No. 4761, § 1, 11-15-04

Sec. 5-27. Violations; impoundment; redemption.

(a) Every gas- or electric-powered scooter, regardless of the owner of the scooter, being operated in violation of this article, is hereby declared a public nuisance. The scooter may be seized upon a police officer witnessing the violation and impounded for a period of ten (10) days at the expense of the owner of the scooter. After the passage of ten (10) days, the scooter may be redeemed as provided in this section.

(b) Only the owner, a person authorized by the owner, the person operating the scooter at the time of impoundment, or a person lawfully entitled to the possession of such scooter may redeem a scooter from the city police division.

(c) Any person redeeming a scooter impounded by the city shall pay the cost of towing or removal fee plus storage fees set forth in Section 2-5 of this Code.

(d) In the event the scooter was not registered at the time of impoundment, it must be registered prior to being released by the police division.

Source: Ord. No. 4761, § 1, 11-15-04; Ord. No. 5135, § 4, 9-7-10

Section 5-28. Exception.

This Article shall not be applicable to scooters, power chairs or electric wheelchairs having more than two (2) wheels which are designed for and being utilized by individuals with limited mobility.

Source: Ord. No. 4833, § 1, 10-03-05

The public information contained herein is furnished as a public service by the City of Norfolk. The official record is maintained by the City Clerk's Office as required by Neb. Rev. Stat. § 16-317. A printed version of the Norfolk Municipal Code is available at the City Clerk's Office and the Norfolk Public Library.

The City Clerk's Office may be contacted at (402) 844-2000 or by email ksoderberg@norfolkne.gov

To contact us regarding this web site, send email to ksoderberg@norfolkne.gov

© The City of Norfolk, Nebraska All Rights Reserved

**City of St. Paul Advertisement for the City Clerk/Deputy Treasurer
Position**

The City of St. Paul is accepting applications for a full-time City Clerk/Deputy Treasurer position.

The city is seeking an experienced and organized City Clerk to join the team to coordinate clerical duties within a municipal government. This individual will collaborate with the Mayor, Council, and other Department Heads to execute their agenda.

In this position, you will prepare meeting agendas, record and take minutes of Council meetings, maintain all municipal documents, such as ordinances, resolutions, contracts, and correspondence, sign, notarize, and publish City documents, prepare and manage the City budget, monitor expenditures, implement policies and procedures, act as a communication link between the City Council and public, and supervise clerical staff and respond to questions and inquiries from residents and businesses.

To be successful as a City Clerk, you should have exceptional communication, organizational, accounting, attention to detail, and computer skills.

An employment application can be picked up at the City of St. Paul, 704 6th Street, St. Paul, NE 68873. **Applications are due by 3:00 pm on _____, 2026.**

- **Publish on _____, 2026 and _____, 2026**