

1st Council Regular Meeting
Tuesday, September 2, 2025 6:30 PM

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

Agenda

1. Mayor Mike Feeken calls City Council meeting to order, with the "Pledge of Allegiance" and the "Open Meeting Statement" as required by NE State Statutes 84-1407 through 84-1414; Mayor Feeken also states that the City Council may vote to go into Closed Session on any agenda item as allowed by NE State Statute 84-1410.
2. Submittal of Request for Future Agenda Items
3. Reserve time to Speak on an Agenda Item
4. Discuss - Approve / Deny the City of St. Paul adhering to NE State Statute 53-129: Retail, Bottle Club, Craft Brewery, and Micro-Distillery License; Premise to which Applicable; **Temporary Expansion**; Procedure.
 - a. Approve City of St. Paul's "temporary expansion" application, along with the licensee providing a signed "Agreement of Alcohol Caterer" and Certificate of Insurance regarding General and Liquor Liability.
5. Discuss - Approve / Deny Consent Agenda Items: (1) Minutes August 18, 2025 (special), Minutes August 18, 2025 (regular); and (2) Disbursements September 2, 2025.
6. Discuss - Approve / Deny giving residents below an extension of time or abate by the City (given until September 2, 2025, to abate property): (1) 521 7th Street (Rasmussen) and (2) 407 "L" Street (Weddle).
7. At the City Council meeting on Monday, August 18, 2025, Council requested that nuisance property 304 8th Street (David Eiberger) be revisited at the next City Council meeting on September 2, 2025 - **Possible Action:**
Municipal Code 4-315: Nuisances; Hearings.
The City Council or other persons shall hear testimony of all competent persons desiring to testify respecting the condition constituting the nuisance, including the estimated cost of the abatement and other matters which may be pertinent. At the conclusion of the hearing, the City Council shall, by resolution, declare its findings. The City Council may declare the condition existing to be a nuisance and direct the person owning the property to abate it **within a reasonable time after the date of posting on the premises a notice of the adoption of the resolution and sending a notice.**
Discuss - Approve / Deny **sending resolution** abatement letter to 304 8th Street (David Eiberger).
8. Approve a recommendation from the Park Grant Committee to award the bid from McCarty Construction LLC of St. Paul, NE to install a picnic shelter and concrete pad near the new tennis/pickleball courts for the amount of \$41,950.
 - a. Approve Mayor Feeken signing the contract for such project. The costs of the project will be reimbursed by the NE Dept. of Economic Development (NDED) in accordance with the park improvement grant.
9. Approve a recommendation from the Park Grant Committee to award the bid to Cunningham Recreation of Charlotte, NC to install a toddler playground area. Approve

Mayor Feeken signing the contract for such project. The cost of the project will be reimbursed by the NE Dept. of Economic Development (NDED) in accordance with the park improvement grant.

10. Discuss - Approve / Deny quote from Kay Park Recreation, Jamesville, IA regarding 31 picnic tables for the amount of \$30,415.30. The cost of the picnic tables will be reimbursed by the NE Dept. of Economic Development (NDED) in accordance with the park improvement grant.
11. Discuss - Approve / Deny the International Brotherhood of Electrical Workers (IBEW) 1597 new hourly wage pertaining to the City Sewer Commissioner and Sewer Operator.
 - a. Approve / Deny the "Addendum to the Agreement" between the Local 1597 International Brotherhood of Electrical Workers (IBEW) AFL-CIO and the City of St. Paul, Nebraska. The addendum will add \$2.50 to each step of the new wage scale beginning on October 1, 2025, for the Sewer Commissioner for reasons of comparability. The addendum will raise the Sewer Operator to meet the new wage scale of the Water Operator for reasons of comparability.
12. **NOTE:** The City of St. Paul will be having a "Joint Public Hearing" on Wednesday, September 17, 2025, at 6:30 p.m. at the St. Paul Civic Center (423 Howard Avenue). The purpose of the hearing pertains to the City's Property Tax Request exceeds the Allowable Growth Percentage.
 - a. Joint Public Hearing ATTENDANCE;
 - b. Discuss - Approve special meeting date/time pertaining to the approval of the proposed City of St. Paul 2025-2026 Budget; **City Clerk Beck needs DATE to publish the Notice of Budget Hearing and Budget Summary.**
13. Discuss - Approve / Deny advertising for bid proposals regarding general cleaning of the City Office, Council Chambers, and Police Department.
14. Discuss 1st of the month City of St. Paul's nuisances per the Nuisance Committee (Chief of Police Dan Howard to report) - Possible Action.
15. Utilities Superintendent Helzer updates
16. Chief of Police Howard updates:
 - (1) Activity Report;
17. Mayor Feeken updates:
 - (1) Letter from Jake Ritzdorf RE: St. Paul Baseball fields;
 - (2) A Special Designated Liquor (SDL) application has been submitted by the County Cage pertaining to a Pop-up Boutique on Wednesday, September 10, 2025, from 11:00 a.m. to 9:00 p.m. City Law Enforcement approved the application.
18. Public Announcements
19. Closed Session: Pending Litigation; Strategy Session with respect to real estate purchase; and prevent needless injury to the reputation of an individual
20. Mayor Feeken adjourns City Council meeting
21. Informational Items:
 - (1) St. Paul Fire and EMS Roster;
 - (2) City Cyber Security Project Scope and Goals;
22. **This agenda, including supporting documentation, is available for public viewing during normal business hours at the City Office, 704 6th Street, St. Paul, Nebraska.**

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

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

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

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

AGENDA ITEM REQUEST FORM

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

City Council Meeting Date: _____

Requested Agenda Item: _____

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

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

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

Name (please print): _____

Name (signature): _____

Address: _____

Phone Number: _____

.....
For City Official Use Only

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

____ Referred to City Council Committee for Recommendation

City Council Action Taken: _____

City Funds Authorized: _____

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

REQUEST FOR OPEN PUBLIC RECORDS

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

Full Name: _____ (Phone) _____

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

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

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

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

I hereby request a copy of the following public records:

Requestor Signature _____ Date _____ Email/Fax Number _____

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

For Administrative Records

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

Signed _____ Date _____

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

Signed _____ Date _____

YOUR COPY OF THIS FORM SHALL SERVE AS YOUR RECEIPT

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

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

Name of person making complaint _____

Residential address _____

Postal address _____

Phone Number _____ Email address _____

Complaint Details

Date of Incident _____ Time _____

Location of Incident _____

Who/what is the subject of your complaint? _____

DETAILED summary of your complaint _____

Witness Details (If applicable)

Name of witness(es) _____

Address _____

Phone Number of witness _____

Complaint Outcome

How would you like this issue resolved? _____

Signature of Complainant

Action taken by City

City of St. Paul

NE Statute 53-129: Retail, Bottle Club, Craft Brewery, and Micro-Distillery License; Premises to which Applicable; Temporary Expansion; Procedure

Dated: August 26, 2025

City Clerk Beck visited with Savannah at the NE Liquor Control Commission RE: NE Statute 53-129 pertaining to a "Temporary Expansion" Permit (see attached statute).

Savannah stated that the City of St. Paul has the authority to allow Liquor License holders the ability to perform "Temporary Expansion." A retail, bottle club, craft brewery, or micro-distillery may apply to the local governing body for a "temporary expansion" permit of its licensed premises to an immediately adjacent area owned or leased by the licensee or to an immediately adjacent street, parking lot, or alley, **NOT to exceed fifteen days per calendar year.** The temporary area shall otherwise comply with all requirements of the NE Liquor Control Act. If City officials approve, then the licensee will not need to apply through the Special Designed Liquor (SDL) procedure. The licensee will need to follow the City's "temporary expansion" regulations (see attached permit procedures).

If the City adheres to NE Statute 53-129 (Temporary Expansion), then the City Clerk is required to email the NE Liquor Control Commission of the decision. This is all that the NE Liquor Control Commission needs for documentation.

Connie Jo Beck
City Clerk/Deputy Treasurer

53-129. Retail, bottle club, craft brewery, and microdistillery licenses; premises to which applicable; temporary expansion; procedure.

(1) Except as otherwise provided in subsection (3) of this section, retail, bottle club, craft brewery, and microdistillery licenses issued under the Nebraska Liquor Control Act apply only to that part of the premises described in the application approved by the commission and in the license issued on the application. For retail and bottle club licenses, only one location shall be described in each license. For craft brewery and microdistillery licenses, up to eight separate physical locations may be described in each license.

(2) After such license has been granted for the particular premises, the commission, with the approval of the local governing body and upon proper showing, may endorse upon the license permission to add to, delete from, or abandon the premises described in such license and, if applicable, to move from the premises to other premises approved by the local governing body. In order to obtain such approval, the retail, bottle club, craft brewery, or microdistillery licensee shall file with the local governing body a request in writing and a statement under oath which shows that the premises, as added to or deleted from or to which such move is to be made, comply in all respects with the requirements of the act. No such addition, deletion, or move shall be made by any such licensee until the license has been endorsed to that effect in writing by the local governing body and by the commission and the licensee furnishes proof of payment of the renewal fee prescribed in subsection (4) of section 53-131.

(3)(a) A retail, bottle club, craft brewery, or microdistillery licensee may apply to the local governing body for a temporary expansion of its licensed premises to an immediately adjacent area owned or leased by the licensee or to an immediately adjacent street, parking lot, or alley, not to exceed fifty days for calendar year 2020 and, for each calendar year thereafter, not to exceed fifteen days per calendar year. The temporary area shall otherwise comply with all requirements of the Nebraska Liquor Control Act.

(b) The licensee shall file an application with the local governing body which shall contain (i) the name of the applicant, (ii) the premises for which a temporary expansion is requested, identified by street and number if practicable and, if not, by some other appropriate description which definitely locates the premises, (iii) the name of the owner or lessee of the premises for which the temporary expansion is requested, (iv) sufficient evidence that the licensee will carry on the activities and business authorized by the license for himself, herself, or itself and not as the agent of any other person, group, organization, or corporation, for profit or not for profit, (v) a statement of the type of activity to be carried on during the time period for which a temporary expansion is requested, and (vi) sufficient evidence that the

temporary expansion will be supervised by persons or managers who are agents of and directly responsible to the licensee.

(c) No temporary expansion provided for by this subsection shall be granted without the approval of the local governing body. The local governing body may establish criteria for approving or denying a temporary expansion. The local governing body may designate an agent to determine whether a temporary expansion is to be approved or denied. Such agent shall follow criteria established by the local governing body in making the determination. The determination of the agent shall be considered the determination of the local governing body unless otherwise provided by the local governing body.

(d) For purposes of this section, the local governing body shall be that of the city or village within which the premises for which the temporary expansion is requested are located or, if such premises are not within the corporate limits of a city or village, then the local governing body shall be that of the county within which the premises for which the temporary expansion is requested are located.

(e) The decision of the local governing body shall be final. If the applicant does not qualify for a temporary expansion, the temporary expansion shall be denied by the local governing body.

(f) The city, village, or county clerk shall deliver confirmation of the temporary expansion to the licensee upon receipt of any fee or tax imposed by such city, village, or county.

Source: Laws 1935, c. 116, § 49, p. 405; C.S.Supp.,1941, § 53-349; R.S.1943, § 53-129; Laws 1978, LB 386, § 5; Laws 1980, LB 848, § 6; Laws 1983, LB 213, § 11; Laws 1988, LB 1089, § 12; Laws 1989, LB 781, § 8; Laws 1993, LB 183, § 10; Laws 1994, LB 1292, § 7; Laws 1999, LB 267, § 7; Laws 2004, LB 485, § 19; Laws 2007, LB549, § 10; Laws 2010, LB861, § 63; Laws 2016, LB1105, § 20; Laws 2018, LB1120, § 13; Laws 2020, LB1056, § 6; Laws 2022, LB1236, § 4; Laws 2025, LB113, § 5.

Effective Date: September 3, 2025

Annotations

If a named licensee desires to relocate the license, the licensee may do so under the provisions of this section by making application to either the Nebraska Liquor Control Commission or the local governing body. The relocation of a license from its issued premises to new premises is dependent upon approval by the local governing body. *City of Lincoln v. Nebraska Liquor Control Comm.*, 208 Neb. 630, 304 N.W.2d 922 (1981).

An agreement between lessor and lessee that lessee will apply for a license for the premises, and will not seek permission to transfer it to another location, and upon expiration of the lease will assist lessor in obtaining a license for the premises

is not void. *Greco v. Bonacci*, 194 Neb. 685, 234 N.W.2d 904 (1975).

Where licensee stored alcoholic beverages in an unauthorized area without permission of the commission and permitted part of licensed premises to be used for gambling, suspension of license was authorized and reasonable. *O'Connor v. Nebraska Liquor Control Commission*, 191 Neb. 436, 215 N.W.2d 635 (1974).

Purpose of this section is to provide a short procedure for change of location of business of licensee. *City of Lincoln v. Nebraska Liquor Control Commission*, 181 Neb. 277, 147 N.W.2d 803 (1967).



City of St. Paul, Nebraska

704 6th Street • St. Paul, NE 68873

Phone (308) 754-4483

NE Statute 53-129: Retail, Bottle Club, Craft Brewery, and Micro-distillery License; Premises to which Applicable; Temporary Expansion; Procedure

Licensed Applicant and Liquor License Number: _____

Licensed Applicant Address: _____ Telephone: _____

Applicant Email Address: _____

Owner of Temporary Expansion Premise: _____

Address of Temporary Expansion: _____

Event Type for Temporary Expansion: _____

Event Date: _____

HOUR(S) Requested for Temporary Expansion: _____

Temporary Expansion Supervision Evidence: _____

NOTE: Identification will be checked, along with Wristband being utilized for underage drinking.

(1) MUST PROVIDE FENCING DIAGRAM FOR TEMPORARY EXPANSION PREMISE (MUST INCLUDE LENGTH AND WIDTH); (2) MUST PROVIDE SIGNED "AGREEMENT OF ALCOHOL CATERER"; AND (3) MUST PROVIDE CERTIFICATE OF INSURANCE RE: GENERAL AND LIQUOR LIABILITY.

Signature Authorized Representative: _____

City of St. Paul Approval:

St. Paul Police Dept. Chief of Police or Sergeant

City Clerk



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



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

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

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

AGREEMENT OF ALCOHOL CATERER

EVENT: _____ DATE: _____

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

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

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

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

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

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

CITY OF ST. PAUL, NEBRASKA

DATE: _____

BY: _____
City of St. Paul Designated Agent

CATERER NAME: _____

DATE: _____

BY: _____
Authorized Agent of Caterer

**City of St Paul
Special Council Meeting Minutes
2025 – 2026 Budget Workshop**

Monday, August 18, 2025, at 5:30 p.m.

A special meeting of the Mayor and City Council of the City of St. Paul, Nebraska was held at City Hall in said City on Monday, August 18, 2025, at 5:30 p.m. Present were: Mayor Mike Feeken and Councilmembers: Katie Kowalski, Bill Peters, Mark Wilson & Jerry Woodgate. Absent: None. Notice of the meeting was posted in four (4) places. Notice of this meeting was communicated in the advance notice. All proceeds thereafter shown were taken while the convened meeting was opened to the attendance of the public.

Mayor Feeken opened the special meeting at 5:30 p.m., announcing that the City of St. Paul abides by the Open Meetings Act, which was posted on the west wall as required by Nebraska State Law §84-1407 through §84-1414.

The budget workshop was held to perform an additional review of the proposed City of St. Paul's 2025-2026 Budget. Mayor Feeken stated that three (3) City Departments remain unbalanced; they include the Fire, Park, and Library. The balances will be absorbed by reserves or by the budget. Other topics of discussion included: (1) City Valuation; (2) Property Tax Request; (3) City Levy; (4) City Bond Indebtedness; (5) Transfer of Funds between the Departments; and (6) Joint Public Hearing. City Clerk Beck will inquire about the Cyber Security Grant pertaining to the 20% match that needs to be placed in the 2025-2026 Budget.

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

Mayor Feeken adjourned the workshop at 6:19 p.m.

DATE: _____

Mike Feeken, Mayor

Connie Jo Beck, City Clerk/Deputy Treasurer



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

Monday, August 18, 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, August 18, 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.

Mayor Feeken opened the "Public Input Hearing" pertaining to the City of St. Paul's proposed 2025-2026 Budget at 6:31 p.m.

Council member Wilson moved to approve the Consent Agenda Items: (1) Treasurer's Report July 2025; (2) Minutes of August 4, 2025 (regular); (3) Disbursements of August 18, 2025; and (4) City Clerk Beck and Deputy Clerk Berthelsen attending the Heartland Clerks Association meeting on Thursday, August 21, 2025, in Grand Island, NE beginning at 11:30 a.m. Council member Peters seconded the motion. Council member Kowalski, Peters, Wilson & Woodgate voted aye, nays none. Motion carried 4/0.

Disbursements August 18, 2025

Advanced Climate Control (service)	1556.00
Anderson CDJR (service)	201.30
AT&T Mobility (service)	455.82
Aurora Coop (fuel)	1065.02
Automatic Systems (repair)	510.00
Beck, Connie Jo (uniform)	179.92
Black Hills Energy (natural gas)	746.31
Bryan Jensen Clothing (supplies)	429.96
BSN Sports (supplies)	549.99
Central NE Bobcat (supplies)	12284.21
Charter/Spectrum (service)	215.00
City Lights (utilities)	10453.18
Clearfly (service)	198.12
Consumer Deposit: Rental Deposit Ck #72493 (rental deposit)	250.00
Core & Main (supplies)	2465.02
Custer County Recycling (service)	14.70
Dutton Lainson (supplies)	444.78
Eakes Office Solutions (supplies)	29.94
Elmwood Cemetery (service)	400.00
Filter Care (service)	41.00
Hamilton Information System (service)	1568.50
Heartland Disposal (service)	5708.18
Homestead Bank (fees)	47.80
Hometown Leasing (contract)	39.12
Hometown Market (supplies)	80.00
Howard County Register of Deeds (fees)	10.00
Howard Greeley RPPD (utilities)	181865.23
Jim's Champlin (fuel)	3055.30
John Deere Financial (supplies)	125.31
LARM (insurance)	11.21
Madison National Life (insurance)	209.38
Mid-Nebraska Disposal (service)	5099.93
NE Dept of Revenue: Sales & Use Tax Submittal (tax submittal)	18024.07
Municipal Supply Inc (supplies)	227.48
NE State Vol Fire Dept (dues)	1190.00
Olsson (engineering)	3283.96
One Call Concepts (service)	18.82
Open Caret (service)	200.00
Phonograph Herald (publish)	536.24
Platte Valley Communications (service)	998.50
Quick Med Claims (service)	1448.61
S E Smith & Sons (supplies)	165.00
Servi-Tech (lab)	203.00

SiteOne Landscape (supplies)	950.94
Smith Welding (service)	509.30
Svehla Law Office (legal)	455.00
Thiel Tire (service)	107.00
Triple T Disposal (service)	362.00
US Post Office (postage)	540.00
Utilities Section of LONM (dues)	1682.00
Wesco Distribution (supplies)	9741.87
Wilbert Memorials (service)	225.00

Non-General Disbursements

Fire Station Construction ICS #103683 Transfer to Fire Station (transfer of funds)	2710.51
Construction Checking #103683	
Goettsche, Roger: Fire Station Sprinklers and Parts (sprinkler & parts)	2710.51
TIF: S Squared Enterprises: August 2025 Proceeds (tif proceeds)	1056.02
TIF: City of St. Paul (MAD Dev 1/2 Share) August 2025 Proceeds (tif proceeds)	727.59
TIF: MAD Dev 1/2 Share: August 2025 Proceeds (tif proceeds)	727.58
Park Grant: McCarty Construction - 50% of picnic shelter (supplies)	15500.00
Park Grant: Derksen Portable Bldgs - storage shed (supplies)	5647.75
Park Grant: Olsson - engineering (service)	1166.91
Sales Tax: St. Paul Development Corp: Operating 3rd Draw (operating)	35000.00
Sales Tax: Middle Loup River Eng Fees Olsson Inv #546642 (engineer fees)	3551.45

Jeff Palik with Olsson's was in attendance to provide an option to the Mayor and City Council pertaining to a funding mechanism from the U.S. Army Corps of Engineers regarding the Middle Loup River erosion problem. Mr. Palik stated U.S. Corps of Engineer Section 14, Emergency Stream Bank Protection provides authority for the U. S. Army Corps of Engineers to construct emergency stream bank projects. The project focuses on protecting public facilities like roads, bridges, and water/sewer lines from erosion. Mr. Palik stated that the City and County can apply for a feasibility study by composing a letter explaining the erosion issues. A public entity needs to compose the letter whether it is the City or the County. Mr. Palik stated that the strength of the application letter depends on both parties establishing an Interlocal Agreement, so that both parties can sign the letter. Mr. Palik stated that if the U.S. Corps of Engineers accepts the application, the initial \$100,000 of the feasibility study will be funded by the U.S. Corps of Engineers. Any funding over the \$100,000, entities will split 50/50. Once the feasibility process is complete and the City receives the results, then the project will go into the construction phase. The cost share of the construction phase is 65% U.S. Army Corps of Engineers and 35% City, along with entities that have future interest such as Howard County, Lower Loup Natural Resource District (NRD), NE Dept. of Transportation (NDOT), Green America Biofuels Ethanol Plant, Ord, NE, and the NE Central Railroad. If the construction phase cost exceeds the City's expectation, then the City and entities can discontinue the project. The City/Entities are not committed to paying the 35%; this is a cost incremental process; decisions can be made as the project progresses. Council member Wilson moved to approve proceeding

with an Interlocal Agreement with Howard County and writing the Section 14 application letter to the U.S. Corps of Engineers pertaining to the Middle Loup River feasibility study. Council member Kowalski seconded the motion. Council member Kowalski, Peters, Wilson & Woodgate voted aye, nays none. Motion carried 4/0. Mr. Palik will be attending the Howard County Commissioner meeting on Tuesday, August 26, 2025, to discuss the U.S. Army Corps of Engineer Section 14 option and Interlocal Agreement.

Mayor Feeken opened the public comment period at 6:54 p.m. regarding the proposed City of St. Paul's 2025-2026 Budget. After hearing no public comments, Mayor Feeken closed the hearing at 6:55 p.m. No action taken on the matter.

The extension of time or to abate the residents' nuisance for: (1) 521 7th Street (Rasmussen) and (2) 407 "L" Street (Weddle) was tabled until Tuesday, September 2, 2025.

Council member Kowalski moved to approve sending the second (2nd) nuisance "Notice" to 304 8th Street (David Eiberger). Council member Wilson seconded the motion. Council members Kowalski, Peters, Wilson & Woodgate voted aye, nays none. Motion carried 4/0.

Council member Wilson moved to approve the Agreement between the City of St. Paul and the International Brotherhood of Electrical Workers (IBEW) 1597 for the term of October 2025 to September 2028. Council member Peters seconded the motion. Council members Kowalski, Peters, Wilson & Woodgate voted aye, nays none. Motion carried 4/0. In the future, the City will be updating the Non-Union Agreement.

Council member Woodgate moved to approve transferring City funds in the amount of \$75,000 from the Sales Tax Money Market #504420 to the Sales Tax Checking #300277 to place transfers into the: (1) Street - Motor Vehicle Tax; (2) Fire Station Proceeds; and (3) 25% Infrastructure from sales tax proceeds. Council member Kowalski seconded the motion. Council members Kowalski, Peters, Wilson & Woodgate voted aye, nays none. Motion carried 4/0.

Council member Kowalski moved to approve the Mayor, Council members and City Clerk Beck attending the 2025 League of NE Annual Conference in Lincoln, NE from September 24-26, 2025. Council member Wilson seconded the motion. Council members Kowalski, Peters, Wilson & Woodgate voted aye, nays none. Motion carried 4/0.

Utilities Superintendent Helzer updates: (1) Middle Loup River Subdivision installation of electrical conduit; (2) Reynolds Construction will be dismantling the St. Paul Tennis Courts; City equipment isn't capable of achieving; (3) the painting of the City Swimming Pool basin has been completed; (4) alley liner between Howard Avenue and Indian Street and 7th Street to the City Park; and (5) Middle Loup River Subdivision east fence.

Mayor Mike Feeken reported on the City transitioning to a new online utility bill pay known as "Nuvei"; the current Payport program will be deactivated on August 22, 2025.

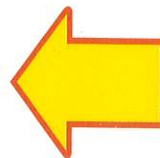
Kirt Lukasiewicz was present to announce that on Saturday, August 23, 2025, the St. Paul Senior Center will have a "Barbecue Challenge" at the Dugout Grill beginning at 5:00 p.m. The proceeds will go towards the St. Paul Senior Center maintenance, utilities, and Meals on Wheels vehicle.

Mayor Feeken adjourned the City Council meeting at 7:19 p.m.

Date: September 2, 2025

Mike Feeken, Mayor

Connie Jo Beck, City Clerk/Deputy Treasurer



September 2, 2025 Disbursements

Gross Wages - August	184783.94
Action Flag (supplies)	667.53
Amazon Capital Services (books)	945.36
Automatic Systems (service)	566.65
Barco Municipal Products (supplies)	3034.62
Bomgaars (supplies)	1604.75
Broken Bow Municipal Utilities (supplies)	1600.00
BSN Sports (supplies)	32.50
Cengage Learning (books)	93.21
Central NE Bobcat (service)	678.90
Charter/Spectrum (service)	404.97
City Health Deductible Savings (insurance)	5445.00
City of St. Paul 125 Plan (insurance)	90.00
Consumer Deposit: Rental Deposit (Fay) (rental deposit)	250.00
Custer County Recycling (Service)	27.30
Dick's Repair (service)	589.82
Dutton-Lainson (supplies)	4143.51
Eakes Office Solutions (contract)	672.89
Ecolab (service)	145.81
Elan Financial Services (supplies, postage, car wash)	3668.03
Faronics Technologies (fees)	60.80
Fitzgerald, Aubrie (reimb)	50.00
Heartland Disposal (service)	11.34
Howard County Register of Deeds (fees)	56.00
Howard Co. Treasurer (Dispatch Fee)	3334.89
Inland Truck Parts (service)	3861.62
Jennings, Delaney (reimb)	50.00
Klanecky, Madison (reimb)	50.00
Klinginsmith, Piepyr (reimb)	50.00
Kroeger, Jessica (reimb)	100.00
League of NE Municipalities (education)	395.00
Lemburg, Christian (reimb)	100.00
Lewis, Zaya (reimb)	50.00
Loup Central Landfill (fees)	48.06
Lower Loup NRD (supplies)	90.00
Madison Nat'l Life (insurance)	209.38
Majerus, Mason (reimb)	50.00
Marlow, Annice (education)	1725.00
Medica (insurance)	20364.04
Menards (supplies)	987.89
NE Public Health Environ (lab)	105.00
OverDrive (books)	502.91
Parts Bin (supplies)	196.57
Penworthy Company (books)	528.13

Porter, Macy (reimb)	50.00
Rief, Jacob (reimb)	50.00
S E Smith & Sons (supplies)	211.91
Servi-Tech (lab)	142.00
Smith Welding (service)	7692.94
St Paul Public School (fees)	4170.00
State of NE Central Service (service)	741.86
T & R Electric (repair)	2068.41
Thomsen, Jaydn (reimb)	50.00
Wells Plumbing (repair)	854.26
Wesco Distribution (supplies)	1500.00

Non-General Disbursements

Fire Station Construction: JEO Consulting Eng Fees (engineer fees)	4255.00
Fire Station Construction: Transfer from ICS to (transfer)	4255.00
Checking #103683	
Sales Tax: Smith Welding: "N" Welcome Sign (service)	1341.10
Pool: Tnemec Company: paint (supplies)	3098.84
Gen ICS transfer to Park grant acct (transfer)	50000.00
Park grant: Creative Sites: playground (supplies)	23676.00
Sales Tax M. Mkt Transfer to Sales Tax Checking (pay disburse)	75000.00
Sales Tax: Street: Mtr Veh Tax: June 2025 Proceeds (Mtr Veh Tax)	7453.95
Sales Tax: Fire Station: June 2025 Proceeds (Fire Station)	17396.35
Sales Tax: 25% Infrastructure: June 2025 Proceeds (25% Infrast)	8698.18
Light ICS #103217: Wesco Distribution (transformer; transf pad; 4" sweep underground electrical)	54502.36
Park grant: Elan Financial: RFP (publish)	148.40
Park grant: Reynolds Construction: remove concrete (service)	11200.00
Light ICS #103217: Wesco Distribution (primary cabinets for Middle Loup River Subd and Hometown Mkt)	4953.23
Park grant: McCarty Construction: dwn pmt on picnic shelter	10000.00

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Batch: Disb Sept2 2025

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
11100 CHECKING					
72546	09/02/25	ACTION FLAG			
E 44-20-270		UTILITY R & M	\$188.13	D1321	Lib - US flags
E 69-20-520		BLDG/ R & M	\$188.12	D1321	Sr Cntr - US flags
E 44-20-270		UTILITY R & M	\$161.80	D1321	Lib - Nebraska flags
E 69-20-520		BLDG/ R & M	\$129.48	D1321	Sr Cntr - Nebraska flags
		Total	\$667.53		
72547	09/02/25	AMAZON CAPITAL SERVICES			
E 44-20-242		BOOKS	\$166.47	13DP-YLH7-	Lib - books
E 44-20-242		BOOKS	\$22.11	1HRX-TQ6N-	Lib - books
E 44-20-242		BOOKS	\$497.35	1LCV-PHMK-	Lib - books
E 44-20-242		BOOKS	\$259.43	1WTK-9XCL-	Lib - books
		Total	\$945.36		
72548	09/02/25	AUTOMATIC SYSTEMS CO			
E 02-20-270		UTILITY R & M	\$292.90	43780	Swr - troubleshoot Well #2 fail to start
E 03-20-270		UTILITY R & M	\$273.75	43802	Swr - troubleshoot SBR #1 wasting pump fail to start
		Total	\$566.65		
72549	09/02/25	BARCO MUNICIPAL PRODUCTS INC.			
E 21-20-270		UTILITY R & M	\$3,034.62	IN-252598	Strs - signs and mounting brackets
		Total	\$3,034.62		
72550	09/02/25	BOMGAARS SUPPLY INC			
E 01-20-270		UTILITY R & M	\$7.03	43162227	Lgts - anchors for underground vault lids
E 01-20-270		UTILITY R & M	\$30.53	43162413	Lgts - material for lifting vault lids
E 21-20-272		TOOLS	\$33.13	43163445	Strs - sawzall blades
E 01-20-520		BLDG/ R & M	\$171.11	43163476	Lgts - new lights for north yards shop
E 21-20-270		UTILITY R & M	\$14.99	43164608	Strs - trash bags
E 02-20-270		UTILITY R & M	\$10.69	43165590	Wtr - cement
E 42-20-270		UTILITY R & M	\$15.98	43165688	Park - spraypaint
E 42-20-270		UTILITY R & M	\$92.45	43166091	Park - paper towels, smoke alarm, toilet bowl cleaner, batteries, oil
E 02-20-270		UTILITY R & M	\$21.39	43166375	Wtr - disposable gloves
E 31-20-270		UTILITY R & M	\$9.34	43167101	Fire - nuts & bolts
E 01-20-272		TOOLS	\$10.68	43167717	Lgts - pliers
E 02-20-520		BLDG/ R & M	\$16.04	43167731	Wtr - mouse traps
E 01-20-271		VEHICLE R & M	\$96.28	43167843	Lgts - #12Y hydraulic fluid
E 03-20-270		UTILITY R & M	\$13.98	43167844	Swr - wasp spray
E 31-20-270		UTILITY R & M	\$67.45	43167965	Fire - floor dry
E 01-20-520		BLDG/ R & M	\$205.43	43168183	Lgts - AC for north yards office
E 42-20-270		UTILITY R & M	\$8.97	43168185	Park - hose clamps
E 42-20-270		UTILITY R & M	\$11.99	43168253	Park - caution tape
E 01-20-271		VEHICLE R & M	\$7.48	43168437	Lgts - #49 hooks
E 03-20-270		UTILITY R & M	\$29.98	43169880	Swr - disposable gloves
E 31-20-270		UTILITY R & M	\$11.99	43169890	Fire - lawn fertilizer, weed preventer
E 41-20-270		UTILITY R & M	\$11.99	43169890	Pool - lawn fertilizer, weed preventer
E 42-20-270		UTILITY R & M	\$33.48	43169924	Park - batteries, tube

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Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 21-20-270		UTILITY R & M	\$7.99	43170158	Strs - coupler
E 41-20-270		UTILITY R & M	\$163.85	43170202	Pool - equipment for painting pool
E 41-20-270		UTILITY R & M	\$7.99	43170211	Pool - measuring cup for pool painting
E 41-20-270		UTILITY R & M	\$31.96	43170243	Pool - bucket for pool painting
E 41-20-270		UTILITY R & M	\$7.98	43170250	Pool - roller grids for painting pool
E 34-20-270		UTILITY R & M	\$5.18	43170257	Cem - hooks for chain fence
E 42-20-270		UTILITY R & M	\$6.48	43170702	Park - wasp spray, toilet bowl cleaner
E 04-20-270		UTILITY R & M	\$12.98	43170775	Lndfl - anchor shackles for recycling trailer
E 02-20-272		TOOLS	\$427.96	43172748	Wtr - DeWalt batteries
Total			\$1,604.75		
72551	09/02/25	BROKEN BOW MUNICIPAL UTILITIES			
E 01-20-270		UTILITY R & M	\$1,600.00	2025-32	Lgts - electric meters
Total			\$1,600.00		
72552	09/02/25	BSN SPORTS INC			
E 42-20-270		UTILITY R & M	\$32.50	930455124	Park - anchor stakes for ballfield tarp
Total			\$32.50		
72553	09/02/25	CENGAGE LEARNING INC / GALE			
E 44-20-242		BOOKS	\$32.79	99910042000	Lib - book
E 44-20-242		BOOKS	\$27.63	99910077748	Lib - book
E 44-20-242		BOOKS	\$32.79	99910078195	Lib - book
Total			\$93.21		
72554	09/02/25	CENTRAL NE BOBCAT			
E 21-20-271		VEHICLE R & M	\$678.90	GWO19301A	Strs - #44 service work and install tracks
Total			\$678.90		
72555	09/02/25	CHARTER/SPECTRUM			
E 31-20-220		COMMUNICATION	\$155.00	12217008152	Fire - internet & phone at new fire station
E 31-20-220		COMMUNICATION	\$129.98	17621670108	Fire - internet & phone at old fire station
E 10-20-220		COMMUNICATION	\$119.99	17621670108	Gen - internet at City office
Total			\$404.97		
72556	09/02/25	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	\$1,089.00		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			\$5,445.00		
72557	09/02/25	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

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Check #	Check Date	Vendor Name	Amount	Invoice	Comment
Total			\$90.00		
72558	09/02/25	CUSTER COUNTY RECYCLING			
E 04-20-325		Recycle Delivery	\$14.60	736	Lndfl - recycling trailer
E 04-20-325		Recycle Delivery	\$12.70	738	Lndfl - recycling trailer
Total			\$27.30		
72559	09/02/25	DICKS REPAIR			
E 04-20-271		VEHICLE R & M	\$589.82	36891	Lndfl - #2 oil change, replace transmission filter & gasket, fill transfer case
Total			\$589.82		
72560	09/02/25	DUTTON-LAINSON CO.			
E 02-20-269		Water Meters	\$3,949.13	917813-1	Wtr - water meter radios, 1" water meter, 3/4" water meter, radio mounting kits
E 01-20-270		UTILITY R & M	(\$87.69)	CM89092	Lgts - credit for returned pedestal connectors
E 01-20-270		UTILITY R & M	\$282.07	S42844-1	Lgts - transformer lugs
Total			\$4,143.51		
72561	09/02/25	EAKES OFFICE SOLUTIONS			
E 01-20-520		BLDG/ R & M	\$224.30	INV677858	Lgts - copier contract at City office (5/20/25-8/19/25)
E 02-20-520		BLDG/ R & M	\$224.30	INV677858	Wtr - copier contract at City office (5/20/25-8/19/25)
E 03-20-520		BLDG/ R & M	\$224.29	INV677858	Swr - copier contract at City office (5/20/25-8/19/25)
Total			\$672.89		
72562	09/02/25	ECOLAB			
E 10-20-520		BLDG/ R & M	\$52.49	8805116	Gen - pest management at City office (August)
E 02-20-520		BLDG/ R & M	\$46.66	8805117	Wtr - pest management at WTP (August)
E 03-20-520		BLDG/ R & M	\$46.66	8805118	Swr - pest management at WWTP (August)
Total			\$145.81		
72563	09/02/25	ELAN FINANCIAL SERVICES			
E 42-20-220		COMMUNICATION	\$421.41		Park - phone & internet at Park office
E 10-20-310		OFFICE SUPPLIES	\$125.44		Gen - mechanical pencils, expando files, paper clips, legal pads, rubber bands
E 01-20-252		Personal Protective Equip	\$36.16		Lgts - safety glasses
E 10-20-310		OFFICE SUPPLIES	\$25.68		Gen - file folders
E 02-20-272		TOOLS	\$559.13		Wtr - oscillating tool, oscillating saw blades, reciprocating saw, tubing cutter
E 03-20-270		UTILITY R & M	\$40.44		Swr - trash bags
E 36-20-320		MERCH & SUPPLY	\$160.50		EMS - AED pads
E 02-20-270		UTILITY R & M	\$265.57	0430	Wtr - motor savers for water wells
E 32-20-271		VEHICLE R & M	\$5.00	1251	Pol - car wash
E 10-20-310		OFFICE SUPPLIES	\$21.81	1426	Gen - tape dispenser refills
E 01-20-310		OFFICE SUPPLIES	\$38.28	1521	Lgts - swivel caster wheel
E 32-30-310		OFFICE SUPPLIES	\$64.92	1980	Pol - brochure holder, business card holder
E 32-30-310		OFFICE SUPPLIES	\$139.07	2897	Pol - business cards (partial reimb from Crimestoppers)
E 02-20-270		UTILITY R & M	\$222.77	3642	Wtr - time delay relay for Well #2
E 32-20-271		VEHICLE R & M	\$5.00	3687	Pol - #95 car wash

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Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 10-20-310		OFFICE SUPPLIES	\$167.85	5165	Gen - paper clips, adding machine rolls, thermal cash register rolls, flash drives, correction tape, binder divider tabs
E 32-20-271		VEHICLE R & M	\$12.00	5690	Pol - car wash
E 32-20-271		VEHICLE R & M	\$5.00	6413A	Pol - #97 car wash
E 32-30-310		OFFICE SUPPLIES	\$4.28	6658	Pol - business hours sign
E 32-20-313		POSTAGE	\$78.00	6857	Pol - postage
E 01-20-266		DocuSend Fee	\$25.00	7788	Lgts - fee to email utility bills
E 32-20-271		VEHICLE R & M	\$5.00	8432	Pol - car wash (NO RECEIPT)
E 32-20-271		VEHICLE R & M	\$5.00	9087	Pol - #94 car wash
E 32-20-272		TOOLS	\$1,234.72	9798	Pol - taser cartridges (NO RECEIPT)
		Total	\$3,668.03		
72564	09/02/25	Faronics Technologies USA Inc.			
E 44-20-309		COMPUTER	\$60.80	INUS023266	Lib - Deep Freeze software license renewal
		Total	\$60.80		
72565	09/02/25	FITZGERALD, AUBREE			
E 41-20-210		PROF&SCHOOLS	\$50.00		Pool - lifeguard certification reimbursement
		Total	\$50.00		
72566	09/02/25	HEARTLAND DISPOSAL INC			
E 34-20-521		GROUND / R & M	\$11.34	243926	Cem - trash disposal from Cemetery
		Total	\$11.34		
72567	09/02/25	HOWARD CO REGISTER OF DEEDS			
E 34-20-216		RECORDING FEE	\$10.00		Cem - certificate - Glause
E 34-20-216		RECORDING FEE	\$10.00		Cem - certificate - Switzer
E 34-20-216		RECORDING FEE	\$10.00		Cem - certificate - Levene
E 34-20-216		RECORDING FEE	\$10.00		Cem - certificate - Koperski
E 10-20-273		PUBLIC MAINTENANCE	\$16.00		Gen - filing fee for Rawlings lien
		Total	\$56.00		
72568	09/02/25	HOWARD COUNTY TREASURER (CCCC)			
E 32-20-214		DISPATCHER	\$3,334.89		Pol - dispatcher pay
		Total	\$3,334.89		
72569	09/02/25	INLAND TRUCK PARTS COMPANY			
E 01-20-271		VEHICLE R & M	\$3,861.62	IN-1861769	Lgts - #12W clutch assembly repair
		Total	\$3,861.62		
72570	09/02/25	JENNINGS, DELANEY			
E 41-20-210		PROF&SCHOOLS	\$50.00		Pool - lifeguard certification reimbursement
		Total	\$50.00		
72571	09/02/25	KLANECKY, MADISON			
E 41-20-210		PROF&SCHOOLS	\$50.00		Pool - lifeguard certification reimbursement
		Total	\$50.00		
72572	09/02/25	KLINGINSMITH, PIEPYR			
E 41-20-210		PROF&SCHOOLS	\$50.00		Pool - lifeguard certification reimbursement

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Check #	Check Date	Vendor Name	Amount	Invoice	Comment
Total			\$50.00		
72573	09/02/25	KROEGER, JESSICA			
E 41-20-210		PROF&SCHOOLS	\$100.00		Pool - lifeguard certification reimbursement
Total			\$100.00		
72574	09/02/25	LEAGUE OF NE MUNICIPALITIES			
E 10-20-210		PROF&SCHOOLS	\$395.00		Gen - LONM conference registration for Connie Jo Beck
Total			\$395.00		
72575	09/02/25	LEMBURG, CHRISTIAN			
E 41-20-210		PROF&SCHOOLS	\$100.00		Pool - lifeguard certification reimbursement
Total			\$100.00		
72576	09/02/25	LEWIS, ZAYA			
E 41-20-210		PROF&SCHOOLS	\$50.00		Pool - lifeguard certification reimbursement
Total			\$50.00		
72577	09/02/25	LOUP CENTRAL LANDFILL ASSOC.			
E 01-20-270		UTILITY R & M	\$11.57	171647	Lgts - scrap lumber trailer
E 21-20-270		UTILITY R & M	\$11.57	171647	Strs - scrap lumber trailer
E 41-20-270		UTILITY R & M	\$24.92	171651	Pool - old crates for logs and log splices
Total			\$48.06		
72578	09/02/25	LOWER LOUP NATURAL RESOURCE			
E 34-20-521		GROUNDS / R & M	\$90.00	800632	Cem - weed mats for trees
Total			\$90.00		
72579	09/02/25	MADISON NATIONAL LIFE			
E 42-10-130		INSURANCE	\$11.02	1715203	Park - life insurance
E 03-10-130		INSURANCE	\$33.06	1715203	Swr - life insurance
E 01-10-130		INSURANCE	\$44.08	1715203	Lgts - life insurance
E 21-10-130		INSURANCE	\$22.04	1715203	Strs - life insurance
E 02-10-130		INSURANCE	\$33.06	1715203	Wtr - life insurance
E 10-10-130		INSURANCE	\$22.04	1715203	Gen - life insurance
E 32-10-130		INSURANCE	\$44.08	1715203	Pol - life insurance
Total			\$209.38		
72580	09/02/25	MAJERUS, MASON			
E 41-20-210		PROF&SCHOOLS	\$50.00		Pool - lifeguard certification reimbursement
Total			\$50.00		
72581	09/02/25	MARLOW, ANNICE R.			
E 41-20-210		PROF&SCHOOLS	\$1,725.00		Pool - CPR (5) and Lifeguard (9) certification renewals
Total			\$1,725.00		
72582	09/02/25	MENARDS, INC			
E 03-20-520		BLDG/ R & M	\$987.89	10443	Swr - fans, shelves, wall mount hangers for WWTP
Total			\$987.89		

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Check #	Check Date	Vendor Name	Amount	Invoice	Comment
72583	09/02/25	NEBRASKA PUBLIC HEALTH ENVIRON			
E 32-20-219		Evidence "Police"	\$105.00	593622	Pol - blood alcohol testing on Wilkinson
		Total	\$105.00		
72584	09/02/25	OVERDRIVE INC			
E 44-20-242		BOOKS	\$394.98	1419CO2524	Lib - audiobooks & ebooks
E 44-20-242		BOOKS	\$107.93	1419CO2525	Lib - audiobooks & ebooks
		Total	\$502.91		
72585	09/02/25	PARTS BIN, INC.			
E 36-20-271		VEHICLE R & M	\$17.99	62966	EMS - #99-2 fuel cap
E 32-20-271		VEHICLE R & M	\$22.98	63156	Pol - leather cleaner, Armor All protectant for police vehicles
E 21-20-271		VEHICLE R & M	\$46.07	64773	Strs - #18 air filter
E 21-20-271		VEHICLE R & M	\$23.70	64847	Strs - #4D signal light
E 21-20-231		CITY GAS & OIL	\$52.68	64849	Strs - #6 oil
E 21-20-270		UTILITY R & M	\$7.08	64907	Strs - welder tip
E 03-20-520		BLDG/ R & M	\$18.99	64940	Swr - window tint for shop
E 03-20-271		VEHICLE R & M	\$7.08	65147	Swr - #8 oil
		Total	\$196.57		
72586	09/02/25	PENWORTHY COMPANY, INC			
E 44-20-242		BOOKS	\$528.13	610145-IN	Lib - books
		Total	\$528.13		
72587	09/02/25	PORTER, MACY			
E 41-20-210		PROF&SCHOOLS	\$50.00		Pool - lifeguard certification reimbursement
		Total	\$50.00		
72588	09/02/25	RIEF, JACOB			
E 41-20-210		PROF&SCHOOLS	\$50.00		Pool - lifeguard certification reimbursement
		Total	\$50.00		
72589	09/02/25	S E SMITH AND SONS			
E 41-20-270		UTILITY R & M	\$191.51	676906	Pool - brushes, rollers, paint sticks
E 34-20-270		UTILITY R & M	\$17.49	677015	Cem - hooks for cemetery chain
E 03-20-520		BLDG/ R & M	\$2.91	677039	Swr - screws for shelving units in shop
		Total	\$211.91		
72590	09/02/25	SERVI-TECH INC			
E 03-20-232		LAB SAMPLE	\$142.00	H-993838	Swr - 24-hour influent composite sample
		Total	\$142.00		
72591	09/02/25	SMITH WELDING SHOP, INC			
E 21-20-270		UTILITY R & M	\$105.94	34920	Strs - brackets for new flashing lights by hospital
E 21-50-540		MACH & EQUIPMENT	\$7,587.00	34942	Strs - lining for a dump box and box extension (50% payment in 24/25 budget year)
		Total	\$7,692.94		
72592	09/02/25	ST PAUL PUBLIC SCHOOL			
E 10-20-211		ADM. & DUES	\$4,170.00		Gen - reimbursement of liquor & tobacco license fees

CITY OF ST PAUL

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***Check Detail Register©**

Batch: Disb Sept2 2025

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
Total			\$4,170.00		
72593	09/02/25	STATE OF NEBRASKA CENTRAL SERV			
E 32-20-220		COMMUNICATION	\$528.00	1490414	Pol - annual fee for radio units
E 41-20-220		COMMUNICATION	\$106.93	1491761	Pool - telephone service
E 42-20-220		COMMUNICATION	\$106.93	1491761	Park - telephone service
Total			\$741.86		
72594	09/02/25	T & R ELECTRIC SUPPLY CO			
E 01-20-270		UTILITY R & M	\$2,068.41	183425	Lgts - transformer repair
Total			\$2,068.41		
72595	09/02/25	THOMSEN, JAYDN			
E 41-20-210		PROF&SCHOOLS	\$50.00		Pool - lifeguard certification reimbursement
Total			\$50.00		
72596	09/02/25	WELLS PLUMBING CO, INC			
E 02-20-520		BLDG/ R & M	\$854.26	64988	Wtr - repairs to HVAC ventilation system
Total			\$854.26		
72597	09/02/25	WESCO DISTRIBUTION, INC.			
E 21-20-281		Street Lights Repair & Mai	\$1,500.00	618757	Strs - street lights
Total			\$1,500.00		
11100			\$54,554.82		

CITY OF ST PAUL

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***Check Detail Register©**

Batch: Disb Sept2 2025

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
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Fund Summary**11100 CHECKING**

01 LIGHTS		\$9,721.34
02 WATER		\$8,042.86
03 SEWER		\$2,920.03
04 LANDFILL		\$630.10
10 GENERAL		\$5,862.30
21 STREETS		\$13,871.71
31 FIREMEN		\$373.76
32 POLICE		\$5,955.94
34 CEMETERY		\$164.01
36 AMBULANCE		\$178.49
41 POOL		\$2,922.13
42 PARK		\$1,114.21
44 LIBRARY		\$2,480.34
69 SENIOR COMM. CENTER		\$317.60
		\$54,554.82

MIKE FEEKEN, MAYOR

ST. PAUL POLICE DEPARTMENT

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



August 20, 2025

E-MAIL: STPAULPDNE@CITYOFSTPAULNE.ORG

4-314 NUISANCES; AFFECT OF FAILURE TO ABATE.

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

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

Notice is hereby given that on the **18th day of August, 2025**, the City Council of the City of St. Paul passed a motion declaring its intent to ascertain whether certain premises situated in the City of St. Paul, State of Nebraska, known and designated as **304 8th St.** in said City and more particularly described as follows:

LOTS 5 & 6 BLOCK 103 OT ST PAUL

constitute a public nuisance subject to abatement. Hearing upon said Motion to determine whether the above noted premises constitute a public nuisance shall be **on the 2ND day of September, 2025, at 6:30 o'clock p.m.**, before the City Council in the Council Chamber, City Hall, St. Paul, Nebraska, at which time the City Council shall hear all evidence from any interested party pertaining to the above noted issue. If said premises in whole or part, are found to constitute a public nuisance, as defined by Sections 4-308 to 4-309 of the St. Paul Municipal Code and if the same are not promptly abated, the Municipal Authorities shall abate the same and the cost of abatement shall be assessed upon such premises and such costs shall constitute a lien upon such land until paid.

Said alleged violations consist of the following: **TALL HEDGE AND FALLEN TREE IN THE BACK YARD.**

Dated: August 20, 2025
CITY OF ST. PAUL, NEBRASKA

By: 
Chief of Police Daniel Howard
St. Paul Police Department
514 Grand St.
St. Paul, NE 68873

Cc: Connie Beck

ST. PAUL POLICE DEPARTMENT

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



E-MAIL: STPAULPDNE@CITYOFSTPAULNE.ORG

CERTIFICATE OF SERVICE

David Eiberger

304 8th St.

St. Paul, NE 68873

The undersigned hereby certifies that a copy of the foregoing Notice of Nuisance was served by personal delivery or by certified U.S. Mail, postage prepaid, on the 21st day of August, 2025 to the individuals at their respective address, as noted above.

CITY OF ST. PAUL, NEBRASKA

A handwritten signature in blue ink, appearing to read "Daniel Howard".

Chief Daniel Howard

St. Paul Police Department

St. Paul, NE 68873

*Police Secretary
shaded - taped
to front door.
ab*

§ 4-315 NUISANCES; HEARING.

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

NOTICE OF ADOPTION OF RESOLUTION NO. _____

TO:

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

Upon the following described real estate, to-wit:

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

Dated: _____, 20__

CITY OF ST. PAUL, NEBRASKA

By: _____

City Clerk

CERTIFICATE OF SERVICE

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

CITY OF ST. PAUL, NEBRASKA

By: _____

City Clerk

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

SUBCONTRACTOR AGREEMENT

CITY OF ST. PAUL, NEBRASKA

Project No. 23RCRP-033 Installation of New Picnic Shelter & Concrete Pad

This Subcontractor Agreement ("Agreement"), is entered into by and between the City of ST. PAUL, Nebraska ("OWNER" and "CONTRACTOR") and McCarty Construction, LLC ("SUBCONTRACTOR"), and is effective on the date this Agreement is executed by OWNER/CONTRACTOR and SUBCONTRACTOR as reflected on the signature pages.

SITUS ADDRESSES: 524 Taylor Street, ST. PAUL, NE 68973, known as the 'Ballfields'

CONTRACTOR/OWNER'S ADDRESS: 704 6th Street, ST. PAUL, NE 68873

SUBCONTRACTOR'S ADDRESS: 1745 N Hills Estates, St. Paul, NE 68873

I. ENTIRE AGREEMENT.

This Agreement supersedes all written or oral proposals or agreements, if any, between CONTRACTOR and SUBCONTRACTOR, and constitutes the entire agreement between the parties. SUBCONTRACTOR certifies that it is familiar with the contract documents as hereinafter defined, the location of the job site, and the conditions under which the work is to be performed, and that it enters this Agreement based upon its investigation of all such matters and is not relying upon any opinions, representations or investigations of CONTRACTOR.

The Contract Documents, including the General Conditions are fully incorporated in this Agreement by this reference, and SUBCONTRACTOR and its subcontractors will be bound by any and all of the Contract Documents insofar as they relate in any part or in any way, directly or indirectly to the work covered by this Agreement. As to all work provided for in this Agreement, and as to all SUBCONTRACTOR rights and obligations with respect to such work, wherever the Contract Documents (including the provisions of the plans, specifications, and General Conditions) refer to CONTRACTOR, such work, specifications, restrictions of rights, or imposition of obligations shall be interpreted to apply to SUBCONTRACTOR. In the event of any conflict between the requirements of the Contract Documents and this Agreement, SUBCONTRACTOR shall be governed by the provisions imposing the greater duty on SUBCONTRACTOR.

II. SCOPE OF WORK.

SUBCONTRACTOR shall perform and furnish the work, as outlined in Attachment A, attached hereto and incorporated herein by this reference, in accordance with the highest standards.

SUBCONTRACTOR shall be responsible for providing all labor, services, material, taxes, installation, cartage, hoisting, supplies, insurance, equipment, scaffolding, tools and other

facilities of every kind and description required for the prompt and efficient execution of the work outlined in Attachment B.

In addition to specific references, SUBCONTRACTOR'S scope of work includes all work normally performed by SUBCONTRACTOR'S trade that is called for by the Contract Documents and all work that is incidental to complete the work of this Agreement.

III. CONTRACT DOCUMENTS.

"CONTRACT DOCUMENTS" means and includes this Agreement, the General Terms of the Subcontract attached hereto as Attachment B and incorporated herein by this reference, any other exhibits and addenda attached hereto, together with any general, supplementary, and other conditions, addenda and modifications, and all of the plans and specifications attached hereto as Exhibit C and incorporated herein by this reference.

Subcontractor warrants that it has received and agrees to all contract documents.

IV. CONTRACT PRICE.

Subject to the limitations and other conditions contained in this Agreement and the Contract Documents, CONTRACTOR will compensate SUBCONTRACTOR pursuant to the terms outlined in Attachment A, attached hereto and incorporated herein by this reference. All applicable Federal, State and Local taxes are deemed to be included in the Contract price. Unit prices, if any, are based upon approximate quantities and are subject to change in accordance with the Contract Documents.

Dated this ____ day of August, 2025.

City of ST. PAUL, Nebraska,
OWNER/CONTRACTOR,

By: _____
Michael Feeken, Mayor

Dated this ____ day of August, 2025.

McCarty Construction LLC, SUBCONTRACTOR,

By: _____
Matt McCarty, Owner

ATTACHMENT A

SCOPE OF WORK & PAYMENT

SUBCONTRACTOR shall perform and furnish the following work in accordance with the highest standards:

Total estimated Labor and Materials for picnic shelter	\$28,000.00
Total estimated Labor and Materials for concrete pad, electrical & serving table	12,400.00
Total estimated Labor and Materials for additional concrete pad	\$1,550.00

Subject to the limitations and other conditions contained in this Agreement and the Contract Documents, CONTRACTOR will compensate SUBCONTRACTOR as follows in accordance with the bid submitted by SUBCONTRACTOR.

TOTAL	\$41,950.00
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Down payment of \$10,000.00 for the picnic shelter shall be paid by CONTRACTOR upon contract approval. Remaining balance of the picnic shelter shall be paid upon delivery of the picnic shelter. Payment for remaining project costs will be upon completion and receipt of final invoice

The work to be performed by the SUBCONTRACTOR shall begin in September 2025 and must be completed by December 2025.

ATTACHMENT B

GENERAL TERMS OF THE SUBCONTRACT

1. PROOF OF ELIGIBILITY

This Contract is entered into as part of the Nebraska Department of Economic Development – Rural Community Recovery Program grant awarded to the Owner. All contracts for service providers related to this project must meet the following criteria and verification and/or certificate provided to the City/OWNER. The SUBCONTRACTOR agrees to provide:

A. Verification of Work Eligibility Status For New Employees- through E-Verify

B. Registration with the Nebraska Secretary of State

C. Registration with the Nebraska Department of Labor - Nebraska Contractor Registration Act

2. CONFLICT OF INTEREST

This Code of Conduct shall govern the performance of the elected or appointed officials or members of any board or commission, employees, or agents, of the CONTRACTOR engaged in the award and administration of contracts supported by Federal funds under the State of Nebraska, Rural Community Recovery Program.

The provisions and requirements of the *Conflicts of Interest*, at subpart (d) of the Nebraska Political Accountability and Disclosure Act [such subpart (d) encompassing Sections 49-1493 through 49-14,104 of the Nebraska Revised Statutes], are incorporated in this Code of Conduct by this reference. The provisions and requirements of 2 C.F.R. Section 200.112 are also incorporated in this Code of Conduct by this reference. The requirements of these Nebraska state statutes and federal regulations will be adhered to, and in the event of a conflict in the requirements of any of such state and federal requirements, the stricter of any conflicting provisions will be adhered to.

No employee, officer, or agent of the municipality may participate in the selection, or in the award or administration of a contract supported by Federal funds if he or she has a real or apparent conflict of interest. Such a conflict would arise when the

employee, officer, or agent; any member of his or her immediate family; his or her partner; or an organization which employs or is about to employ any of the above, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract [2 C.F.R. Section 200.318(c)(1)].

The officers, employees, and agents may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to subcontracts [2 C.F.R. Section 200.318(c)(1)].

Violations of this Code of Conduct will invoke penalties and sanctions consistent with applicable Federal and State laws.

3. PAYMENT SCHEDULE

A. CONTRACTOR agrees to pay to SUBCONTRACTOR progress payments for labor and materials, which have been placed in position, with reductions for retained funds in accordance with the Contract Documents.

B. CONTRACTOR and SUBCONTRACTOR each agree to assume the risk of OWNER's insolvency and the attendant risk of any delayed payment or failure of payment for CONTRACTOR'S or SUBCONTRACTOR'S work. Therefore, to the extent that construction lien remedies, or other remedies against the OWNER are inadequate to secure payment due to OWNER's insolvency, further payments under this contract will be excused.

C. As a condition precedent to progress and/or final payment, SUBCONTRACTOR shall provide as required by CONTRACTOR, payment affidavits, receipts, vouchers, lien releases, conditional or unconditional, as appropriate. CONTRACTOR, at its option, may issue joint checks payable to SUBCONTRACTOR and any trust, sub-subcontractor or material supplier, without assuming any liability for money due to any joint payee.

D. CONTRACTOR may withhold, or nullify, all or part of any payment to such extent as may be necessary to protect CONTRACTOR from

loss, damage and costs, including attorney's fees, on account of: (a) defective work not remedied; (b) claims filed or reasonable evidence indicating probable filing of claims for which, if established, CONTRACTOR or OWNER might become liable and which is chargeable to the SUBCONTRACTOR; (c) failure of SUBCONTRACTOR to make payments properly to its subcontractors for material, labor, or fringe benefits; (d) a reasonable doubt that this Agreement can be completed for the balance then unpaid; (e) damage to another Subcontractor or its work; (f) failure of SUBCONTRACTOR to comply with this Agreement or the Contract Documents; (g) unsatisfactory performance of the work by SUBCONTRACTOR; or (h) failure to provide the documents required as a condition precedent to SUBCONTRACTOR's right to payment. When the grounds for such withholding are removed, amounts then due and owing shall be paid or credited to SUBCONTRACTOR.

E. Should one or more contracts between the parties hereto now or hereafter exist in addition to this Agreement, concerning this or any other construction project, then a breach by SUBCONTRACTOR of any contract may, at the option of CONTRACTOR, be considered a breach of all contracts. In such event, CONTRACTOR may terminate any or all of the contracts, or may withhold monies due or to become due under any or all of the contracts and apply such withheld payments towards the payment of damages suffered on any contract.

F. SUBCONTRACTOR'S acceptance of final payment hereunder shall release CONTRACTOR, CONTRACTOR's surety, and OWNER from any and all claims, actions, causes of action, liability and damages arising out of or relating to this Agreement or the Project.

4. BONDS

At any time required by CONTRACTOR, SUBCONTRACTOR shall execute and deliver performance and payment bonds in an amount equal to 100% of the Contract Price. Said bonds shall be issued by a corporate surety, and shall be in a form acceptable to CONTRACTOR. Failure to deliver satisfactory bonds within 10 days after demand shall be a material breach, and SUBCONTRACTOR'S officers accept full personal liability should bonds not be furnished when requested.

5. TIME

Time is of the essence of this Agreement. SUBCONTRACTOR acknowledges CONTRACTOR'S right to complete control of the premises on which the work is to be performed and of the timing of various portions of the work. SUBCONTRACTOR shall provide production rates, dates and schedule information, as required, to assist CONTRACTOR in completing the baseline schedule and updates ("Schedule"). SUBCONTRACTOR will conform to CONTRACTOR'S progress schedule and all revisions or changes made thereto. SUBCONTRACTOR will commence work within two working days after receiving notice to proceed and will prosecute diligently and completely all work required hereunder in strict accordance with CONTRACTOR's schedule requirements and without delaying or hindering CONTRACTOR's work or the work of other contractors or subcontractors. In the event SUBCONTRACTOR fails to maintain its part of CONTRACTOR'S Schedule, it will accelerate the work as CONTRACTOR directs. SUBCONTRACTOR will complete its work in a timely manner, and under no circumstances will SUBCONTRACTOR'S time for completing its work be extended to a date that would prevent CONTRACTOR from completing the entire project within the time that the Owner allows CONTRACTOR for such completion.

6. CHANGES AND CLAIMS

A. Changes: CONTRACTOR may at any time order in writing deviations or omissions from, or additions to, the work required by this Agreement. If required, the Contract Price shall be adjusted by appropriate additions or deductions mutually agreed upon. In the event CONTRACTOR and SUBCONTRACTOR cannot agree on whether or not the SUBCONTRACTOR is entitled to an adjustment in compensation, or the amount of the addition or deletion, SUBCONTRACTOR shall, upon receipt of written notice by CONTRACTOR to proceed, nonetheless timely perform the work as directed by CONTRACTOR'S written direction, and shall accurately document all such work in accordance with the requirements set forth in Paragraph "B", below. SUBCONTRACTOR will not make any changes in the work or in any way cause or allow its work to deviate from the Contract Documents without written direction from CONTRACTOR. If SUBCONTRACTOR makes any changes in the work without written direction, SUBCONTRACTOR thereby waives any right to be

paid for that changed work. In addition, SUBCONTRACTOR shall be liable for any and all losses, costs, expenses, damages, and liability of any nature whatsoever associated with or arising out of any change it makes without written direction from CONTRACTOR. SUBCONTRACTOR shall notify CONTRACTOR within two working days, in writing, of any discrepancies in any of the Contract Documents or any perceived changed conditions or other event which may disrupt the work, thereby requiring written direction through change order.

B. Requests for Additional Compensation: SUBCONTRACTOR agrees that under no circumstances will it receive any compensation in excess of the Contract Price, except by written change order in accordance with the Contract Documents ("Change Order"). SUBCONTRACTOR agrees that as a condition precedent to receiving a Change Order, SUBCONTRACTOR will notify CONTRACTOR in writing of any request for additional compensation arising from any work, event, condition, or occurrence for which extra compensation is claimed before proceeding with the work. In addition, SUBCONTRACTOR must submit its written claim for additional compensation for that work within ten days after such work is performed in sufficient detail to enable CONTRACTOR to evaluate the merits of the claim for a Change Order. SUBCONTRACTOR will not request any Change Order unless it has given the written notice before proceeding with the work and submitted the written claim within ten days after the disputed work has been performed, or the disputed event, condition, or occurrence which is over. With respect to any Change Order that results from any work requested by the Owner, or any event, condition, or occurrence for which the Owner has ultimate responsibility, SUBCONTRACTOR will be bound by the ruling or decision of OWNER on all such matters to the same extent that CONTRACTOR is bound, and any adjustment in compensation or time as allowed by the Contract Documents shall be allowed only to the extent allowed by OWNER. SUBCONTRACTOR agrees to be bound to and limited by the claims provisions of the Contract Documents. SUBCONTRACTOR will maintain records of all costs and time associated with any request for additional compensation and shall submit such records to CONTRACTOR'S representative for signature. The representative's signature will verify the time spent and materials and equipment used but will not signify

entitlement to the extra compensation claimed. Compliance with the written notice provisions of this Agreement and presentation of records is a condition precedent to SUBCONTRACTOR's right to recover extra compensation. SUBCONTRACTOR shall be responsible and liable for all costs, disbursements, and expenses, including attorney's fees, incurred by the CONTRACTOR as a result of the CONTRACTOR pursuing at SUBCONTRACTOR's request, any extra, change, addition, claim or dispute against any other party on SUBCONTRACTOR's behalf. If performance of any work by SUBCONTRACTOR is dependent upon or related to work of others, SUBCONTRACTOR represents by undertaking to perform its work, that such other work is satisfactory, and waives all claims against CONTRACTOR for additional compensation or damages from any defects therein that would be apparent through reasonable inspection. If SUBCONTRACTOR becomes aware of any defect it shall immediately notify CONTRACTOR before proceeding further.

7. DEFAULT BY SUBCONTRACTOR

A. Events of Default: SUBCONTRACTOR shall be deemed in default of this Agreement if SUBCONTRACTOR: (a) refuses or fails to supply enough properly skilled workers, equipment, or proper material to make adequate progress according to the CONTRACTOR's schedule; (b) fails to cure defective or incomplete work; (c) fails to proceed under any written direction or change order from CONTRACTOR; (d) fails to make prompt payment to workers, sub-subcontractors or suppliers; (e) disregards or violates any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction over the work; (f) becomes insolvent, subject to any receivership proceedings, or makes an assignment for the benefit of creditors; or (g) otherwise commits any material breach of this Agreement.

B. Recourse by CONTRACTOR: If SUBCONTRACTOR fails to cure any default within the time allowed by CONTRACTOR, SUBCONTRACTOR shall be liable for any and all costs and damages, including consequential and liquidated damages, sustained by CONTRACTOR as a result thereof, and CONTRACTOR, at its option and in addition to any other rights afforded herein or by law, shall have the right:

(1) To perform such portion of the work as may be necessary, and to furnish such material, equipment or other items required. Contractor may take active charge of the work and of laborers, materials, tools and appliances of SUBCONTRACTOR for purposes of carrying out the terms of this Agreement and may adopt such other means as it deems necessary, in its sole discretion. The cost of such work, materials, equipment or other items, plus CONTRACTOR's profit and overhead of 15%, shall be deducted from the contract price. In the event that the cost of such work or materials or other items exceeds the balance due, the excess shall be immediately due and owing from SUBCONTRACTOR to CONTRACTOR.

(2) To terminate SUBCONTRACTOR's right to proceed with the work, and CONTRACTOR shall have the further option of: (a) completing the work, or any portion thereof, itself; or (b) having the work in whole or in part completed by others. If SUBCONTRACTOR's right to proceed with the work is terminated, SUBCONTRACTOR shall not be entitled to receive any further payments under this Agreement until all work undertaken by CONTRACTOR pursuant to the Contract Documents is completely finished. If, at that time, the unpaid balance of the Contract price exceeds the cost, including CONTRACTOR's profit and overhead of 15%, incurred by CONTRACTOR in finishing SUBCONTRACTOR's work, the excess shall be paid as required by this Agreement. If the cost to complete exceeds the unpaid balance, then SUBCONTRACTOR shall promptly pay CONTRACTOR the difference. The costs referred to herein shall include expenses incurred by CONTRACTOR for furnishing materials, for labor, plus markup of 15% profit and overhead, and for any other damages sustained by CONTRACTOR by reason of SUBCONTRACTOR's default; and CONTRACTOR shall have a lien upon all of SUBCONTRACTOR's materials, tools and machinery and equipment taken possession of, to secure SUBCONTRACTOR's payment.

8. INSURANCE

SUBCONTRACTOR shall, at its own expense, obtain and maintain during the term of this agreement and any extensions thereof, insurance coverage with limits of liability as set forth herein.

A. Types of Insurance: SUBCONTRACTOR shall maintain the following types of insurance:

(1) Commercial General Liability Insurance: SUBCONTRACTOR shall maintain commercial general liability insurance with coverage for bodily injury, property damage, and completed operations, with a minimum combined single limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

(2) Worker's Compensation and Employer's Liability Insurance: SUBCONTRACTOR shall maintain worker's compensation insurance as required by applicable law and employer's liability insurance with limits not less than: Bodily Injury by Accident \$500,000 Each Accident; Bodily Injury by Disease \$500,000 Each Employee; Bodily Injury by Disease \$500,000 Policy Limit.

(3) Automobile Liability Insurance: If SUBCONTRACTOR operates any vehicles in connection with its work under this agreement, SUBCONTRACTOR shall maintain automobile liability insurance with a minimum combined single limit of \$1,000,000 per occurrence.

(4) Additional Insurance: CONTRACTOR reserves the right to require SUBCONTRACTOR to obtain additional insurance coverage deemed necessary in writing.

B. CONTRACTOR shall be named as an additional insured on SUBCONTRACTOR'S commercial general liability insurance policy, with coverage provided on a primary and non-contributory basis. CONTRACTOR shall be provided with certificates of insurance evidencing the coverage required herein and any endorsements required by CONTRACTOR.

C. SUBCONTRACTOR shall provide CONTRACTOR with written notice of any cancellation, non-renewal, or material modification of the insurance policies required under this agreement at least 90 days prior to such action.

D. SUBCONTRACTOR'S insurance obligations shall not limit or relieve SUBCONTRACTOR of any liability or obligation to indemnify, defend, and hold harmless CONTRACTOR as set forth elsewhere in this agreement.

E. All insurance required under this agreement shall comply with the laws and regulations of the jurisdiction in which the work is performed.

F. SUBCONTRACTOR shall provide CONTRACTOR with certificates of insurance evidencing the coverage required herein prior to commencing work under this agreement and upon request thereafter.

G. The cost of all insurance required under this agreement shall be borne solely by SUBCONTRACTOR.

9. INDEMNIFICATION AND DEFENSE

To the maximum extent permitted by applicable law, SUBCONTRACTOR shall indemnify and save harmless OWNER and CONTRACTOR, including their officers, agents, employees, affiliates, parents and subsidiaries, and each of them (collectively "Indemnitees"), of and from any and all claims, demands, allegations, causes of action, damages, costs, expenses, including the fees of accountants, attorneys, experts or other professionals, or investigation expenses, and losses or liability, in law or in equity, of every kind and nature whatsoever ("Claims") arising out of or in connection with SUBCONTRACTOR's performance, operations and/or scope of work under this Agreement including, but not limited to, Claims for:

A. Personal injury, including, but not limited to, bodily injury, emotional injury, sickness or disease, or death to persons, including, but not limited to, any employees or agents of SUBCONTRACTOR, OWNER, CONTRACTOR, or any other SUBCONTRACTOR and/or damage to property of anyone (including loss of use thereof), caused or alleged to be caused in whole or in part by any negligent act or omission of SUBCONTRACTOR or anyone directly or indirectly employed by SUBCONTRACTOR or anyone for whose acts SUBCONTRACTOR may be liable, regardless of whether such personal injury or damage is caused by a party indemnified hereunder;

B. defective workmanship or design furnished by SUBCONTRACTOR, its agents or independent contractors;

C. any violation or infraction of any law, order, citation, rule, regulation, statute, standard or ordinance including, without limitation, those relating to the occupational safety or health of persons;

D. claims, stop payment notices and liens for work, labor, materials and equipment used or furnished in connection with SUBCONTRACTOR's work;

E. SUBCONTRACTOR's use of CONTRACTOR's or others' equipment, hoists, elevators, or scaffolds;

F. work or labor performed for or materials or equipment furnished to SUBCONTRACTOR;

G. any failure or alleged failure of SUBCONTRACTOR to comply with or to perform any of its obligations under this Agreement; or

H. failure of Subcontractor to comply with the provisions of Section 6, Insurance; The indemnification of (A) through (H) above shall survive the termination or expiration of this Agreement. These indemnity provisions apply regardless of any concurrent negligent act or omission of Indemnitees. SUBCONTRACTOR, however, shall not be obligated under this Agreement to indemnify Indemnitees for Claims arising from the sole negligence, active negligence, or willful misconduct of Indemnitees, or for defects in design furnished by such persons.

7.2 Subcontractor shall, as a separate and independent duty:

A. Provide, to the maximum extent permitted by law, Indemnitees with an immediate defense upon a written tender of defense of the Claims to the SUBCONTRACTOR. SUBCONTRACTOR shall defend Indemnitees with counsel selected by SUBCONTRACTOR, and reasonably approved by CONTRACTOR, and SUBCONTRACTOR shall be liable for and pay for all costs arising from the defense including all fees and costs charged by attorneys and experts/consultants.

B. To the fullest extent of its indemnity obligations, pay and satisfy any judgment or decree that may be rendered against

CONTRACTOR or OWNER or their agents or employees, or any of them, arising out of any such Claim; and/or

C. Reimburse CONTRACTOR or OWNER or their agents or employees for any and all expenses incurred by any of them in connection herewith or in enforcing the defense obligations and indemnity granted in this Section 7, including, without limitation, actual attorneys' fees.

7.3 If any term or provision of this Section 7 is found invalid, illegal or unenforceable in any respect, then any offending language shall be excised from this Agreement with all remaining terms and provisions of this Section being valid and enforceable.

10. RESPONSIBILITY FOR LOSS OR DAMAGE

SUBCONTRACTOR shall protect, and assumes all risk of damage to, or loss of, any and all of its materials, equipment or work, whether in place or not, until OWNER's final acceptance of all work required by the Prime Contract, and waives any and all rights and claims against CONTRACTOR, and each of its officers, employees and agents, for loss or damage to any of SUBCONTRACTOR's materials, equipment or work. If there is any loss of or damage to any of SUBCONTRACTOR's materials, equipment or work, SUBCONTRACTOR shall promptly replace or repair such materials, equipment and/or work, at SUBCONTRACTOR's sole cost and expense. SUBCONTRACTOR further agrees to protect the work, materials and equipment of others, and all workers on the Project site, from its operations.

11. CLEAN UP

At all times during the course of construction, SUBCONTRACTOR will perform its work so as to maintain the project site and surrounding area in a clean, safe, and orderly condition. Upon completion of its work, SUBCONTRACTOR will remove from the site all temporary structures, hazardous materials, debris and waste incident to its operation. If the SUBCONTRACTOR fails to commence immediate compliance with its clean-up duties after being directed to do so by the CONTRACTOR, then CONTRACTOR may remove debris, and other materials, or cause it to be removed at the expense of SUBCONTRACTOR,

and deduct the cost thereof from any amounts due the SUBCONTRACTOR.

12. WARRANTY

SUBCONTRACTOR hereby warrants to CONTRACTOR and OWNER, and each of them, that (1) all materials and equipment furnished by it will be new unless otherwise specified on the Contract Documents; (2) all work performed under this Agreement shall be performed in a good and workmanlike manner; (3) all work, materials and equipment provided pursuant to this Agreement shall be free from any faults or defects; and (4) all work, materials and equipment provided pursuant to this Agreement shall be in full and complete compliance with the Contract Documents. SUBCONTRACTOR shall promptly replace, at its own cost and expense, all work, materials and equipment not fully conforming to these requirements, and shall be fully responsible for, and shall reimburse CONTRACTOR for any and all costs, losses, attorney fees, expenses and damages resulting from any breach of this warranty or any other warranty or guaranty provision in the Contract Documents applicable to SUBCONTRACTOR's scope of work. The provisions of this Article are independent of, in addition to, are not limited by, and do not limit, any other warranty or guaranty or any other provision in the Contract Documents. All of SUBCONTRACTOR's warranties and guaranties shall inure to the benefit of CONTRACTOR and OWNER, and each of them, and each of their respective successors and assigns.

13. RISING COSTS

The contract price, whether based on lump sum, or unit costs, is intended to include all increases in cost, foreseen and unforeseen, including, without limiting the generality of the foregoing, taxes, labor, materials, and transportation costs, all of which are to be borne solely by the SUBCONTRACTOR unless otherwise specified.

14. LAWS, PERMITS AND TAXES

A. SUBCONTRACTOR, its employees, and independent contractors and their employees, shall comply with all applicable Federal, State, Municipal and local laws and other legally required building, safety, and health standards, employment laws, affirmative action programs, disadvantaged, or minority preference or

hiring program, or any other legally required standards, orders, rules, regulations, codes, or laws (hereinafter collectively referred to as "laws") applicable to the work to be performed hereunder, including by way of illustration, those laws which govern the handling and disposal of hazardous materials. SUBCONTRACTOR agrees to comply with all applicable fair employment practices, provisions and regulations of federal, state or other governmental authority having jurisdiction, including without limitation, all provisions of the Federal Fair Labor Standards Act, the American Disabilities Act, the Federal Family and Medical Leave Act, Code of Federal Regulations, section 60-1.40, et seq., Title VII of the Civil Rights Act of 1964, including amendments or revisions thereof, relating to non-discrimination in employment, and any affirmative action program provisions contained in the Contract Documents. On projects subject to Federal and/or State prevailing wage, SUBCONTRACTOR shall submit certified payroll records in duplicate to CONTRACTOR, and cooperate with CONTRACTOR to confirm data thereon, as requested.

B. SUBCONTRACTOR shall apply for, obtain and pay for all necessary or required licenses and permits, and pay all manufacturer's taxes, sales taxes, use taxes, processing taxes, value added taxes, and all and every Federal, State or local tax, insurance and/or contribution relating to SUBCONTRACTOR's employees, whether levied now or in the future.

15. LABOR CONDITIONS AND EMPLOYMENT PRACTICES

Employment of labor by SUBCONTRACTOR shall be effected under conditions which are satisfactory to CONTRACTOR. SUBCONTRACTOR shall, if requested to do so by CONTRACTOR, replace any employee whom CONTRACTOR determines to be undesirable. SUBCONTRACTOR shall be bound by all relevant local, state and federal laws governing employment and labor relations, and shall fully indemnify and hold CONTRACTOR harmless from and against claims, liability, loss, damage, cost, expenses, awards, fines or judgments arising by reason of any violation of such laws, or failure to fulfill the covenants set forth in this paragraph. SUBCONTRACTOR shall pay when due, or reimburse CONTRACTOR, for all contributions, allowances, or other payments, however termed, made or to be made by CONTRACTOR applicable to any employees of SUBCONTRACTOR, its

subcontractors or suppliers, and required by a labor agreement now or hereinafter in force by which SUBCONTRACTOR may be bound.

16. SAFETY

SUBCONTRACTOR will perform its work in a safe and reasonable manner. SUBCONTRACTOR will, at its own expense, protect its own employees, employees of CONTRACTOR and all other persons from risk of death, injury, or bodily harm arising out of or in any way connected with the work to be performed hereunder. SUBCONTRACTOR will strictly comply with all safety laws, orders, rules, regulations, requirements, standards, or statutes of all federal, state and local governmental agencies affecting or relating to this Agreement or its performance. SUBCONTRACTOR will conduct inspections to determine that safe working conditions exist, and will establish its own safety program implementing the appropriate safety measures, policies and standards.

17. DISPUTES

In the event of any dispute between CONTRACTOR and SUBCONTRACTOR, SUBCONTRACTOR shall proceed with the work as directed by CONTRACTOR. Under no circumstances shall SUBCONTRACTOR cease or delay performance once it has received CONTRACTOR's notice to proceed, and SUBCONTRACTOR's only remedy shall be hereafter set forth. In the event SUBCONTRACTOR and CONTRACTOR have a dispute solely arising out of or pertaining to this Agreement or its breach, then demand for mediation may be made by either party. Mediation shall be conducted. If mediation fails to resolve the dispute, either party may pursue legal remedies.

18. ASSIGNMENT BY SUBCONTRACTOR

SUBCONTRACTOR shall not, without the prior written consent of CONTRACTOR which consent may be withheld in CONTRACTOR'S discretion, assign, transfer, subcontract or sublet any portion or part of SUBCONTRACTOR's Work, nor assign any payments to others.

19. INSPECTION AND AUDIT

SUBCONTRACTOR will make its work and all materials accessible at all reasonable times for inspection and audit by CONTRACTOR.

SUBCONTRACTOR agrees to afford CONTRACTOR access to all the SUBCONTRACTOR'S records, books, correspondence, reports, instructions, drawings, receipts, vouchers, memoranda and similar data relating to the Work to be performed under this Agreement. SUBCONTRACTOR will preserve all such records for three years after final payment, or such longer period as may be required by law. SUBCONTRACTOR agrees that CONTRACTOR and its agents or representatives, will have the right at any reasonable hour to inspect, copy, or audit all such books and records of SUBCONTRACTOR.

20. MISCELLANEOUS PROVISIONS

A. Inconsistencies and Omissions: Should inconsistencies or omissions appear in the Contract Documents; it shall be the duty of SUBCONTRACTOR to so notify CONTRACTOR in writing within two days of SUBCONTRACTOR's discovery thereof. Upon receipt of said notice, CONTRACTOR may consult OWNER if necessary and will instruct SUBCONTRACTOR as to the measures to be taken and SUBCONTRACTOR shall comply with CONTRACTOR's instructions.

B. Applicable Law: Disputes arising under this Agreement shall be governed by the laws of the State of Nebraska. SUBCONTRACTOR agrees that this Agreement is to be executed in Merrick County, Nebraska, and that venue for any action brought to enforce any of the terms and provisions of this Agreement shall be brought in Merrick County, Nebraska.

C. Severability: CONTRACTOR and SUBCONTRACTOR agree that if any word, phrase or provision of this Agreement is deemed to be void, unenforceable or in conflict with any applicable law, only those words which are void, unenforceable or create the conflict shall be stricken and the remainder of the words, phrases or provisions of this Agreement shall remain in full force and effect.

D. Captions: The captions in this Agreement have been inserted only for convenience of reference and are not a part of this Agreement, and shall have no effect upon the construction or interpretation of this Agreement.

E. Successors: The covenants, terms, conditions and restrictions of this Agreement shall be binding upon, and inure to the benefit of, the

parties hereto and their personal representatives, heirs, successors, administrators and assigns.

F. Entire Agreement: This Agreement contains the entire Agreement between CONTRACTOR and SUBCONTRACTOR in connection with the subject matter of this Agreement, and supersedes all prior discussions, negotiations, understandings, promises, proposals and agreements relating thereto, all of which are merged herein.

G. No Waiver: Failure of CONTRACTOR to insist upon or enforce any of the terms, covenants or conditions of this Agreement shall not constitute a waiver of any such term, covenant or condition or any other term, covenant or condition of this Agreement. No waiver by CONTRACTOR of any term, covenant or condition of this Agreement shall be effective unless the waiver is in a writing which expressly waives the term, covenant or condition, and that writing is signed by CONTRACTOR. Any express waiver by CONTRACTOR of a failure of SUBCONTRACTOR to perform or satisfy any term, covenant or condition of this Agreement shall only apply to the particular matter expressly waived and shall not constitute a waiver of the same or any other term, covenant or condition in the future.

H. Time Is Of The Essence: Time is of the essence as to this Agreement and all of its terms and conditions.

I. Cumulative Remedies: The rights and remedies created in this Agreement are cumulative and the use of one right or remedy shall not exclude or waive the right to use any other right or remedy.

J. Amendments: Except for written change orders issued by CONTRACTOR, this Agreement may only be amended or changed by written agreement, executed by both of the parties, which expressly amends this Agreement.

K. Authority to Execute and Bind: Each of the parties hereto represents and warrants that the person executing this Agreement on its behalf has full and complete legal authority to do so and thereby bind that party. Each person whose signature is affixed below hereby warrants and represents that he/she is legally authorized and empowered to execute this Agreement on behalf of the designated party, and thereby bind that party.

21. ATTORNEY'S FEES

In any litigation or mediation arising out of, or related to, the performance or non-performance of this Agreement, the prevailing party shall be entitled to recover its actual, reasonable attorney's fees, costs, charges, expenses, and costs of experts, expended or incurred therein.

22. NOTICES

Any notices required or permitted under this Agreement shall be in writing and mailed or delivered to the address contained in this Agreement.

23. LICENSING

Subcontractor represents that it holds, and represents and covenants that at all times during

the performance of its work under this Agreement SUBCONTRACTOR will maintain, a valid, current and active licenses within the State of Nebraska appropriate for SUBCONTRACTOR's work. SUBCONTRACTOR further represents that each of its subcontractors holds, and represents and covenants that, at all times during the performance of its work, each of its subcontractors will maintain a valid, current and active licenses within the State of Nebraska appropriate for its work. The failure of SUBCONTRACTOR or any of its subcontractors to maintain a valid, current and active licenses within the State of Nebraska at all times during the performance of its work shall constitute a material breach of this Agreement.

ATTACHMENT C
PLANS AND SPECIFICATIONS

See Attached Design plan



City of St. Paul, Nebraska

704 6th Street • St. Paul, NE 68873

Phone (308) 754-4483

NOTICE OF REQUEST FOR PICNIC SHELTER CONSTRUCTION BIDS

The City of St. Paul, Nebraska is requesting bids for the installation of a picnic shelter in the Grover Cleveland Park. Proposals are due: **August 26, 2025, by 2:00pm CST** to: City of St. Paul, 704 6th Street, St. Paul, NE 68873. Attention: Laura Berthelsen laurab@cityofstpaulne.org. Late or incomplete proposals will be rejected. Bids proposals must be submitted by email with the subject line: **City of St. Paul Park – Picnic Shelter Project Bid**.

The City of St. Paul was granted the Nebraska Department of Economic Development, Rural Community Recovery Program (RCRP) grant to fund this project. All work related to this **project must be completed no later than DECEMBER 31, 2025**. The bid shall include the cost breakdown for these sections: 1) 20x30 steel metal picnic shelter with enclosed interior ceiling and electrical service, 2) installation of picnic shelter with concrete pad, 3) installation of additional 13x17, 4" thick recessed concrete pad in adjacent GCA park location.

Location of Project:

The City's Grover Cleveland Alexander Ball Field Park at 524 Taylor Street is the project location. The current site of both the picnic shelter and additional concrete pad is grass.

Description of the Project:

The project includes the purchase and installation of a 20x30' metal picnic shelter with an enclosed interior ceiling. Installation of a concrete pad 20x30', 5" thick for the shelter in addition to another concrete pad 13x17', 4" thick recessed in ground included in this bid. The electrical outlets should be installed as followed: 4 duplex GFCI electrical outlets 120v each on both the east and west ends. One food serving ledge at least 10' (feet) in length installed on one end in close proximity to the electrical outlets. Power to the picnic shelter supplied from a nearby power pole with the City installing a single-phase 120v service with meter and disconnect on the pole. The contractor is responsible for connecting power from the pole and providing a lockable breaker panel mounted in the shelter. Timeline for installation and confirmation of Nebraska Department of Labor and Nebraska Secretary of State business registration number is required to accompany bid for grant compliance.

The City of St. Paul has contracted with the South Central Economic Development District, Inc. (SCEDD) to provide general grant administrative services and compliance for this project. The complete RFP packet and project design should be reviewed prior to submission. Visit: <https://www.scedd.us/rfp-documents>. Contact LeAnn Jochum of SCEDD, Inc. at leann@scedd.us with questions on the packet.

The City Council will confirm the committee's recommendation at the September 2 Council meeting. Notifications to vendors will follow. The company selected will work closely with the City and SCEDD to ensure all grant compliance terms are followed.

Interested companies should submit, in writing, their bid, to include the depth of the concrete pad, sidewalks, and concrete specifications used. The selection of a company will be based on the following criteria:

- | | |
|--|-----------------|
| 1) Project design, appearance, warranty | 15 points |
| 2) Cost | 15 points |
| 3) Compliance with Timeline & Grant Requirements (NDoL & NSoS) | 10 points |
| | Total 40 points |



City of St. Paul, Nebraska

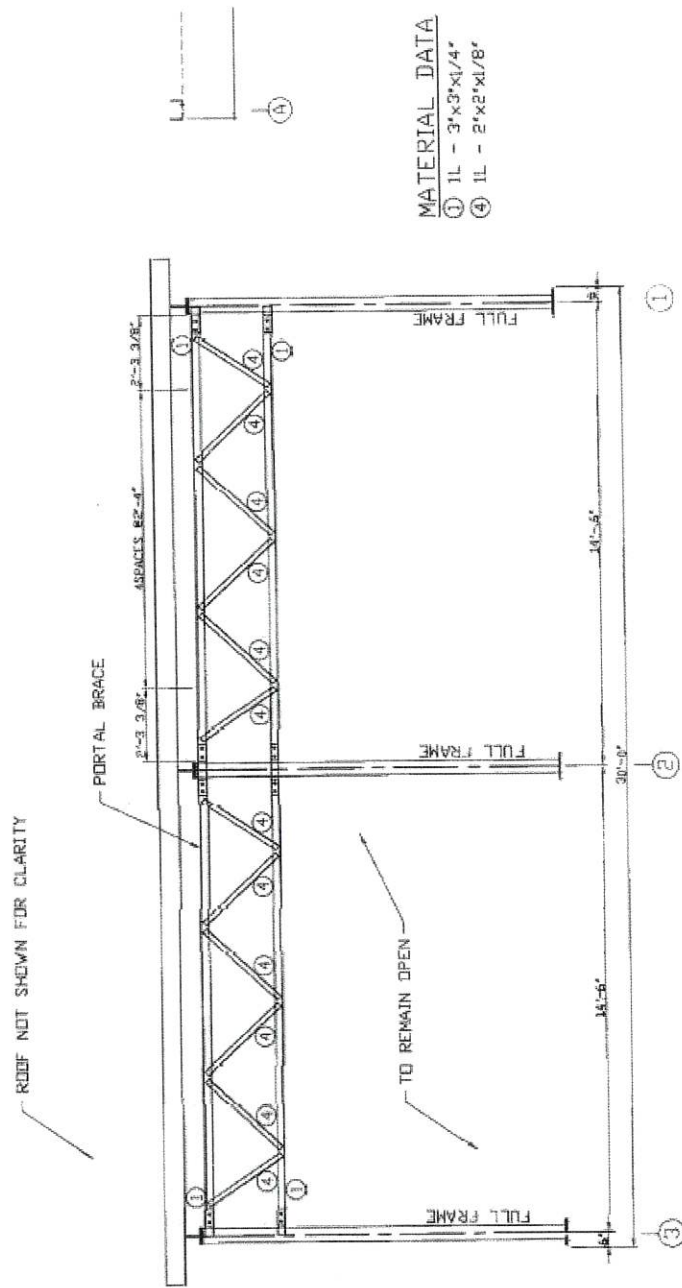
704 6th Street • St. Paul, NE 68873

Phone (308) 754-4483

Only fixed price or not to exceed contracts will be considered. Negotiations of the contract amount and scope of services will be conducted after the selection of the best-qualified company. The City reserves the right to reject any and all bids. The City of St. Paul is an equal-opportunity employer and requires all contractors and consultants to comply with all applicable Federal and State laws and regulations and RCRP Program Guidelines. The City affirms its preference for small and minority businesses, women's business enterprises, and labor surplus area firms, as well as a domestic preference for procurements.

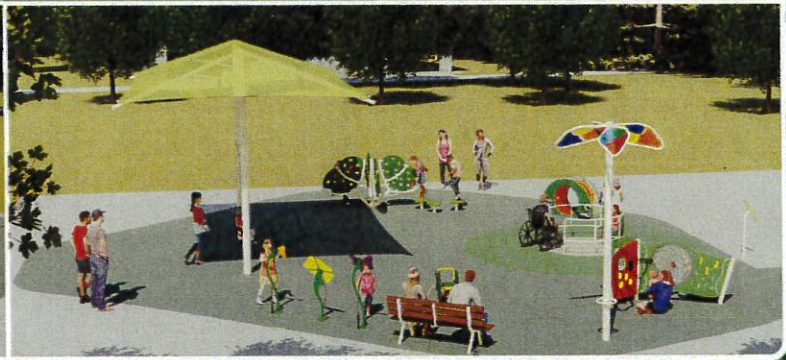
Mike Feeken, Mayor

Side View



City of St. Paul 2-5 Playground

Design • Build • PLAY!





Kay Park Recreation

Making People Places, People Friendly Since 1954

Sales@kaypark.com; www.kaypark.com
1301 Pine Street
Janesville, IA 50647-1028
Phone: 800-553-2476; Fax: 319-987-2127

Sales Quote

Page 1 of 1

Quote ID: 08122501NE
Quote Date: 08/12/2025
Date Printed: 08/12/2025
Prepared By: TOULOUSE, CHRISTINA

XDIRCT

Quote To: CITY OF SAINT PAUL
704 6TH ST
SAINT PAUL, NE 68873

Ship To: CITY OF SAINT PAUL
524 TAYLOR ST
SAINT PAUL, NE 68873

Contact: RANDY
Phone: 308 750 8753
Fax:
E-Mail: rsjerabek@gmail.com
PHONE
CITYOF

Carrier: ESTES
Payment Terms:

- ☒ 24 Hour Call Ahead
☐ Liftgate
☐ Residential Delivery

Item	Model and Description (Below)	Color Information (If Applicable)	List Price	Disc (%)	Net Price	Qty	Item Total
1.	8J2GA 2 3/8" OD 11GA HOT DIP GALV TABLE FRAME W/ 8' ALUM. PLANK		\$1,067.00	10.00 %	\$960.30	25	\$24,007.50
2.	8J2GAEWC 2 3/8" OD 11GA HOT DIP GALV TABLE FRAME W/ 8' ALUM. PLANK END WC ACCESS		\$1,012.00	10.00 %	\$910.80	6	\$5,464.80

TOTAL SAVINGS APPLIED! \$3,274.70

Total Weight: 5139 Lbs.

LEAD TIME: 8 - 9 Weeks

Sub-Total: \$29,472.30
Shipping/Handling: \$943.00

Total Amount: \$30,415.30

- ☒ Freight charges do not include off loading unless liftgate is checked.
☒ Freight charges may vary due to fuel surcharges.
☒ Site preparation and assembly not included.
☒ Due to volatile material costs quotes are only good for 15 days.

ADDENDUM TO AGREEMENT
BETWEEN
IBEW LOCAL 1597 INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
AFL-CIO
AND
CITY OF ST. PAUL, NEBRASKA

This Addendum to Agreement (effective October 1, 2025, through September 30, 2028) is made and entered into by and between The City of St. Paul, NE, hereinafter referred to as the "Employer" or "City" and The International Brotherhood of Electrical Workers, Local Union 1597, hereinafter referred to as the "Union" or "IBEW".

This Addendum to Agreement shall become effective October 1, 2025, through to the next wage negotiation, for the wages of Sewer Commissioner and Sewer Operator. This Addendum will add \$2.50 to each step of the new wage scale beginning on October 1, 2025 for the Sewer Commissioner for the reason of comparability to other local towns. This Addendum will raise the Sewer Operator to meet the new wage scale of the Water Operator for the reason of comparability to other local towns. All items previously negotiated shall remain in full force and effect unless specifically modified herein.

Please see the attached Schedule A, for reference.

IN WITNESS THEREOF the parties hereto have caused this Addendum to Agreement to be executed by their duly authorized representatives on the dates indicated below.

For The City:

By: _____

Mike Feeken, Mayor

Date: _____

For The Union:

IBEW 1597

By: _____

Jerry Thompson, President/Business Manager

Date: _____

Schedule A

IBEW Wage Scale Effective October 1, 2025

Position	Step 1	Step2	Step3	Step4	Step 5	Step6	Step7	There After
Light Commissioner	36.26	37.42	38.57	39.75	40.98	42.24	43.31	44.40
Lineman	24.83	26.86	28.95	30.98	33.05	35.10	37.19	39.16
Water Commissioner	32.05	32.90	33.94	34.98	36.79	37.94	38.88	39.89
Water Operator	19.04	20.64	22.10	23.58	25.02	26.47	28.08	30.28
Sewer Commissioner	30.27	30.75	31.22	31.67	32.15	32.65	33.12	33.63
Sewer Commissioner	32.77	33.25	33.72	34.17	34.65	35.15	35.62	36.13
Sewer Operator	18.28	19.16	21.20	22.67	24.15	25.61	27.43	29.40
Sewer Operator	19.04	20.64	22.10	23.58	25.02	26.47	28.08	30.28
St. Commissioner	26.21	27.47	28.71	30.35	32.11	33.60	34.55	35.47
Equipment Operator	19.62	20.96	22.31	23.68	25.04	26.39	27.76	29.04
Park Manager	24.59	25.36	26.14	26.93	27.78	28.62	29.34	30.06
Labor	15.69	16.64	17.57	18.50	19.43	20.38	21.35	22.23
Deputy Clerk	18.74	20.37	22.03	23.65	25.30	26.88	28.56	30.20
Utility Clerk	17.00	18.50	20.02	21.55	23.04	24.56	26.11	27.56
Payroll Clerk	16.51	17.85	19.21	20.55	21.90	23.22	24.63	26.21
Secretary	15.24	16.49	17.72	18.97	20.22	21.44	22.67	23.98

Note:

4.69% increase from 10/1/2024 per union contract

Red Line/ Sewer Commissioner, The red shows a \$2.50 increase across the board, going by comparable. Sewer Operator, the red is moved same as Water Operator for comparable

City of St. Paul
Joint Public Hearing (Proposed 2025-2026
Budget)

- *City's Property Tax Request exceeds the Allowable Growth Percentage*

When: Wednesday, September 17, 2025, at 6:30 p.m.

Where: St. Paul Civic Center (423 Howard Avenue)

Consideration to approve special meeting **date/time** to approve the City's Proposed 2025-2026 Budget.

Note: City Clerk needs DATE to Publish the Notice of Budget Hearing and Summary.

Joint Public Hearing

City of St Paul in Howard County

2025-2026 ALLOWABLE GROWTH PERCENTAGE COMPUTATION FORM

YES

☐ This budget is for a VILLAGE; therefore the allowable growth provisions of the Property Tax Request Act DO NOT apply.

CALCULATION OF ALLOWABLE GROWTH PERCENTAGE

Prior Year Total Property Tax Request (1) 888,446.50
(Total Personal and Real Property Tax Required from prior year budget - Cover Page)

Base Limitation Percentage Increase (2%) 2.00 % (2)

Real Growth Percentage Increase

895,200.00 / 187,486,775.00 = 0.48 % (3)
2025 Real Growth Value per Assessor Prior Year Total Real Property Valuation per Assessor

Total Allowable Growth Percentage Increase (Line 2 + Line 3) (4) 2.48 %

Allowable Dollar Amount of Increase to Property Tax Request (Line 1 x Line 4) (5) 22,033.47

TOTAL PROPERTY TAX REQUEST (Line 1 + Line 5) (6) 910,479.97
(Without needing to attend Joint Public Hearing, or be included on postcard notification)

ACTUAL PROPERTY TAX REQUEST

2025-2026 ACTUAL Total Property Tax Request (7) 1,080,649.50
(Total Personal and Real Property Tax Required from Cover Page)

Property Tax Request exceeds allowable growth percentage. Political subdivision **MUST** complete the postcard notification requirements, and participate in the joint public hearing.

If line (7) is **greater than** line (6), your political subdivision **is required** to participate in the joint public hearing, and complete the postcard notification requirements of §77-1633. You must provide your information to the County Assessor electronically by September 4th. You are not required to hold the Special Hearing to Set the Final Tax Request outlined in §77-1632. The joint public hearing is completed in lieu of this hearing.

If line (7) is **less than** line (6), your political subdivision **is not required** to participate in the joint public hearing, or complete the postcard notification requirements of §77-1633. You are required to hold the Special Hearing to Set the Final Tax Request outlined in §77-1632.

City of St Paul
IN
Howard County, Nebraska

NOTICE OF BUDGET HEARING AND BUDGET SUMMARY

PUBLIC NOTICE is hereby given, in compliance with the provisions of State Statute Sections 13-501 to 13-513, that the governing body will meet on the _____ day of September 2025, at 6:30 o'clock P.M., at the City Office for the purpose of hearing support, opposition, criticism, suggestions or observations of taxpayers relating to the following proposed budget. The budget detail is available at the office of the Clerk during regular business hours.

2023-2024 Actual Disbursements & Transfers	\$ 9,611,293.00
2024-2025 Actual/Estimated Disbursements & Transfers	\$ 14,784,670.00
2025-2026 Proposed Budget of Disbursements & Transfers	\$ 12,315,971.00
2025-2026 Necessary Cash Reserve	\$ 5,812,784.00
2025-2026 Total Resources Available	\$ 18,128,755.00
Total 2025-2026 Personal & Real Property Tax Requirement	\$ 1,080,649.50
Unused Budget Authority Created For Next Year	\$ 599,169.72

Breakdown of Property Tax:

Personal and Real Property Tax Required for Non-Bond Purposes	\$ 802,899.50
Personal and Real Property Tax Required for Bonds	\$ 277,750.00

NOTICE OF SPECIAL HEARING TO SET FINAL TAX REQUEST

PUBLIC NOTICE is hereby given, in compliance with the provisions of State Statute Section 77-1632, that the governing body will meet on the _____ day of September 2025, at as an agenda item of the regular board meeting scheduled to begin immediately following the conclusion of the budget hearing, at the City Office for the purpose of hearing support, opposition, criticism, suggestions or observations of taxpayers relating to setting the final tax request.

	2024	2025	Change
Operating Budget	16,208,847.00	12,315,971.00	-24%
Property Tax Request	\$ 888,446.50	\$ 1,080,649.50	22%
Valuation	187,486,775	200,658,640	7%
Tax Rate	0.473872	0.538551	14%
Tax Rate if Prior Tax Request was at Current Valuation	0.442765		

See Accountants' Summary of Significant Assumptions and Accountants' Report

Cleaning Service Job Description
Main City Office, Utility Superintendent Office, Break Room, Council Chambers, and
Police Station

(CHECK TO MAKE SURE ALL DOORS ARE LOCKED BEFORE LEAVING CITY OFFICE)

Tasks to be Completed Two Times Per Week

Empty trash cans; put trash in dumpster on north side of building
Vacuum / sweep floors
Wipe down (disinfect) counters / desk tops
Clean bathroom mirrors
Clean toilets, bathroom sinks as needed
Refill paper towels in bathrooms (key hanging to the left side in cabinet above toilet), toilet paper, soap dispensers, etc.
Wash dishes in break room
Empty paper shredder
Make sure coffee pot grounds are emptied in trash AND IS OFF
Mop Council Chamber floor
Mop bathroom floors
Wipe down (disinfect) door handles, light switches, etc.
Clean dust off of tops of cabinets, pictures, bulletin boards, and gun safe
Sweep supply room next to bathrooms
Clean kitchen towels/dish cloths (once per week)

Monthly

Clean windows (inside)
Wipe down all chairs
Clean Refrigerator if needed

Quarterly

Clean outside windows

****City will provide all cleaning supplies and cleaning equipment (brooms, vacuum cleaner).***

Cleaning must be done after regular business hours (8-5).
City Council meetings are at 7 pm on the 1st and 3rd Mondays of every month.
Planning Commission meetings are at 5 pm the last Monday of every month.
Cemetery Board meetings are at 7 pm on the 2nd Wednesday of every month.

Please note: If Mayor, City Council members, Planning Commission or Elmwood Cemetery Board are present in City Council Chambers, you may still clean other areas until they are finished.

	St. Paul Fire and EMS Roster		Dated 8/25/2025						
1	501	Fire Chief	Michael Becker	1109 Baxter Street	St. Paul	68873	308-750-3161	mikeb6684@gmail.com	
2	502	Assistant Fire Chief	Haggerty, Leo	364 Carroll Avenue	St. Paul	68873	308-750-5395	leohag74@gmail.com	
3	503	Assistant Fire Chief	Augustyn, Chad	821 8th Street	St. Paul	68873	308-754-7899	caugustyn@live.com	
4	504	Assistant Fire Chief	Wilson, Mark	123 Grant Street	St. Paul	68873	308-571-0017	dei_structurefire@hotmail.com	
5	505	FF Training Officer	Becker, Nathan	408 Davis Street	St. Paul	68873	308-750-3833	nathanbecker98@gmail.com	
6	5026	FF Captain	Moslander, Tyler	522 6th Apt. 1	St. Paul	68873	402-335-0645	tylermoslander3@gmail.com	
7	5144	FF Lieutenant	Brumbaugh, Steven	921 Sherman Street	St. Paul	68873	308-627-8196		
8	5150	FF Captain	Woodgate, Kyle	1133 Hwy 92	St. Paul	68873	308-571-0163		
9	5051	FF Lieutenant	Treat, Shon	50817 Highway 22	Wolbach	68882	308-390-2767	shontreat1968@gmail.com	
10	5034	FF	Anderson, Trae	1010 7th Street	St. Paul	68873	308-750-3202		
11	5104	FF	Becker, James	506 Baxter Street	St. Paul	68873	308-754-4814	jamesbecker72@gmail.com	
12	5156	FF	Bonczynski, Scott	PO Box 263	St. Paul	68873	308-750-6021	s_bonzi@yahoo.com	
13	5029	FF	Brown, James	1309 6th Street	St. Paul	68873	308-379-4052	itbrownh414@icloud.com	
14	8603	FF	Busse, Brian	1218 Grant Street	St. Paul	68873	402-380-9672	bbtd8603@hotmail.com	
15	5027	FF	Huneke, Barrett	614 R Road	Palmer	68864	402-821-5286	B_Jimele@hotmail.com	
16	5107	FF	Koperski, Daniel	416 Center Avenue	St. Paul	68873	308-750-6022	dkoperski1283@gmail.com	
17	5120	FF	Koperski, Pat	410 Center Avenue	St. Paul	68873	308-571-0002	patkoperski1962@gmail.com	
18	5154	FF	Landers, Bob	1420 Indian Street	St. Paul	68873	303-200-0335	robertlanders@gmail.com	
19	5024	FF	Mrkvicka, Monty	522 M Street	St. Paul	68873	308-571-0036	deertm@gmail.com	
20	5145	FF	Powell, Adam	919 Grant Street	St. Paul	68873	531-229-2565	adam.l.powell@outlook.com	
21	5117	FF	Seward, Shawn	1119 Davis Street	St. Paul	68873	308-750-2556	sewardshawn@hotmail.com	
22	5035	FF	Synowski, Spencer	1320 7th Street	St. Paul	68873	308-750-4864		
23	5033	FF	Wilshusen, Andrew	1528 Indian Street	St. Paul	68873	402-768-1120	awilshusen@jeo.com	
24	5137	FF/Rescue (Captain)	Koperski, Ladonna	410 Center Avenue	St. Paul	68873	308-850-7052	lad.36@hotmail.com	
25	5018	FF/Rescue	Benzel, Fred	993 15 th Avenue	St. Paul	68873	308-370-6163	fredrickbenzel@gmail.com	
26	5125	FF/Rescue	Brown, Chris	1309 6th Street	St. Paul	68873	308-379-5750	halloweentwinkj@yahoo.com	
27	5151	FF/Rescue	Meyer, Nathan	504 Grant Street	St. Paul	68873	308-750-5918	nsmeyer1982@hotmail.com	
28	5128	FF/Rescue	Meyer, Nicholas	330 Kelly Street	St. Paul	68873	308-750-0239	nicholasmeyer7787@gmail.com	
29	5146	FF/Rescue	Paczosa, Marcus A	924 Wallace Street	St. Paul	68873	308-571-0248		
30	5148	FF/Rescue 7/5/23	Powell, Brendan	420 Jay Apt 4D	St. Paul	68873	308-750-0940	powellbrendan2004@gmail.com	
1	5122	Rescue	Beck, Connie Jo	822 Sheridan Street	St. Paul	68873	308-571-0045	cjbeck@cityofstpaulne.org	
2	5152	Rescue 12/12/24	Ford, Stephanie	797 Hwy 92	St. Paul	68873	402-730-9055		
3	5134	Rescue	Meyer, Debbie	504 Grant Street	St. Paul	68873	308-754-5635	ladyclipper@hotmail.com	
4	5126	Rescue	Mitteis, Jen	1013 Grand Street	St. Paul	68873	308-750-4340	jennmz28@gmail.com	
5	5123	Rescue	Pierson, Kari	1218 5th Street	St. Paul	68873	308-754-4161	kair68@hotmail.com	
6	5143	Rescue	Valasek, Heather	12718 N Riverdale Dr	Palmer	68864	308-748-8566		
7	5149	Rescue	Woodgate, Lisa M.	1133 Hwy 92	St. Paul	68873	308-391-1773		
8	5098	Rescue	Wroblewski, Barb	706 "O" Street	St. Paul	68873	308-754-4776	barbwroblewski@hotmail.com	
9	5201	Rescue Nurse 3/4/24	Almond, Emilee	1109 Davis Street	St. Paul	68873	308-293-3640		
10	5202	Rescue Nurse 3/4/24	Carlson, Chloe	1116 Davis Street	St. Paul	68873	308-655-1476		
11	5203	Rescue Nurse 3/4/24	Kruse, Amy V	506 Lander	Farwell	68873	308-754-3382		
12	5206	Rescue Nurse 5/6/24	Michele Bruha	1021 Farnum Street	St. Paul	68873	308-730-9520		
13	5207	Rescue Nurse 8/05/24	Paxton, Cassi	1508 Kendall Street	St. Paul	68873	308-750-8788		
14	5205	Rescue Nurse 3/4/24	Ryan, Paula	11 Jansen Circle	St. Paul	68873	515-402-9466		

15	5147	Rescue Trainee 7/5/23	Burk, Kerrigan	515 5th Street #8	St. Paul	68873	308-223-0708	kerriganBurk25@gmail.com		
16	5153	Rescue Trainee 8/19/24	Powell, Nekita	919 Grant Street	St. Paul	68873	308-850-1257			
17	5155	Rescue Trainee 8/19/24	Powell, Brianna	919 Grant Street	St. Paul	68873	308-750-0876			
1	9499	Driver	BearHeels, Malik	1512 Grant Street	St. Paul	68873	308-233-1803			
2	5146	Driver	Meyer, Rodney	504 Grant Street	St. Paul	68873	308-750-1807	meyer@auroracoop.com		
3	5144	Driver	Wilson, Lisa	123 Grant Street	St. Paul	68873	308-571-0170	lisa_strobbe@hotmail.com		
99		Rescue Medical Director	Dr. Jared Kramer	1306 Wallace	St. Paul	68873	308-754-4421			
99		Rescue Medical	Neal Hahn PA-C	324 Kelly Street	St Paul	68873				
		30 Firefighters		Mike Becker						
		17 EMT's / Nurse								
		2 EMS Medical Director	Kramer / Hahn							
		3 Driver's								
		52 Fire / EMS								

PROJECT SCOPE

The City of St. Paul has worked collaboratively with their vendor, Hamilton, to define the most appropriate cybersecurity solutions based on the City of St. Paul's unique needs and the goals outlined in the Nebraska Cybersecurity Plan. The objective of this State and Local Cybersecurity Grant Program Subrecipient Project Proposal is to obtain funding for the cybersecurity solutions defined directly below. A project overview, statement of work (SOW)/scope, and list of deliverables are provided for each cybersecurity solution proposed in this grant application.

Hamilton Cyber Assessment Solutions

External Penetration Test (EPT):

Project Overview: Conduct comprehensive penetration testing, which leverages an in-depth methodology that uses commercial and customized tools designed to ensure thorough analysis of the targets and attack surface.

The effort begins with a discovery phase, using proprietary methods and open-source tools to establish a comprehensive view of the customer's network, systems, and applications. Multiple automated scans, paralleled with manual examination, are used to expose potential weaknesses that may exist within the network. Penetration testing will occur on unauthenticated web applications (and using authenticated application roles if defined in the scoping assumptions), looking for weaknesses such as those defined in the OWASP Top 10 Application vulnerability categories that could lead to system compromise or sensitive information disclosure.

If a foothold can be obtained into the network, the knowledge that foothold provides will be used to escalate privileges and compromise additional systems. Using this expanded access, the City of St. Paul's cybersecurity vendor, Hamilton, will seek to locate and exfiltrate sensitive data without compromising operations.

Statement of Work (SOW)/Scope:

- Time-Boxed Assessment
- Vulnerability Analysis: Automated and manual analysis of network devices, systems, and applications for in-scope assets
- Testing Window: No restrictions
- Assessment Location: Remote
- Information Disclosure: Semi-blind
- Evasive Technique: Non-Evasive
- Post-Remediation Verification: In scope - up to 30 days after delivering the initial Draft Report

Deliverables:

- Start/Stop Notifications
- Weekly Status Reports
- Vulnerability Notifications
- Report of Findings

- A combined Executive Summary and Technical Analysis Report

NIST Cybersecurity Framework (CSF) Gap Assessment:

Project Overview: This project aims to conduct a comprehensive NIST Cybersecurity Framework (CSF) Gap Assessment to evaluate the City of St. Paul's current cybersecurity posture. This assessment will identify areas of improvement and guide strategic efforts to enhance the City of St. Paul's overall security resilience. By aligning with NIST CSF standards, the City of St. Paul will work to proactively address vulnerabilities and fortify their defenses against emerging cyber threats.

Statement of Work (SOW)/Scope:

- **Pre-Assessment Preparation:**
 - Collaborate with key stakeholders to gather relevant documentation, policies, and procedures.
 - Conduct initial meetings to understand organizational structure and informational systems.
- **NIST CSF Gap Assessment:**
 - Evaluate the current cybersecurity posture against the NIST CSF framework.
 - Identify and document gaps in cybersecurity controls, policies, and procedures.
 - Assess the effectiveness of current risk management strategies.
- **Risk Analysis and Prioritization:**
 - Analyze identified gaps based on potential impact and likelihood.
 - Prioritize vulnerabilities to guide remediation efforts effectively.
- **Remediation Recommendations:**
 - Provide detailed recommendations for addressing identified gaps.
 - Offer strategic guidance on enhancing cybersecurity controls and practices.
- **Documentation and Reporting:**
 - Prepare a comprehensive report detailing assessment findings, prioritized gaps, and recommended remediation strategies.
 - Present assessment results to stakeholders, fostering a clear understanding of the current cybersecurity landscape.

Deliverables:

- **NIST CSF Gap Assessment Report:**
 - Documented findings and analysis of the current cybersecurity posture.
 - Prioritized list of identified gaps and vulnerabilities.
- **Remediation Recommendations:**
 - Detailed guidance on addressing prioritized gaps.
 - Strategic suggestions for improving cybersecurity controls.
- **Executive Summary Presentation:**
 - Summarized presentation of assessment results for key stakeholders.
 - Clear communication of the organization's cybersecurity strengths and areas for improvement.

Internal Vulnerability Assessment (IVA):

Project Overview: This is a one-time engagement where risk analytics software is deployed to discover the vulnerabilities that reside on the City of St. Paul's network from a patch management standpoint. The City of St. Paul will receive a one-time report that details which machines have vulnerabilities. Remediation efforts can be completed by the City of St. Paul or by Hamilton at the current hourly billable labor rate.

Statement of Work (SOW)/Scope:

- Time-Boxed Assessment
- Vulnerability Analysis: Automated and manual analysis of network devices, systems, and applications for in-scope assets
- Testing Window: No restrictions
- Assessment Location: Remote
- Information Disclosure: Semi-blind
- Evasive Technique: Non-Evasive
- Post-Remediation Verification: In scope - up to 30 days after delivering the initial Draft Report

Deliverables:

- Start/Stop Notifications
- Weekly Status Reports
- Vulnerability Notifications
- Report of Findings
- A combined Executive Summary and Technical Analysis Report

Data Risk Analysis Scan:

Project Overview: A data risk scan is completed to discover, analyze, and protect sensitive data.

State of Work (SOW)/Scope:

- Locate all personal data: Scan for types of personal data such as credit card numbers, social security numbers, and more utilizing preconfigured rules.
- Classify files based on sensitivity: Automate the classification of files containing personal data to better understand which files need elevated data security measures and enable incremental scanning of new and recently modified files to eliminate blind spots of where personal information can be concealed.
- Comply with IT regulations: Periodic reports on the location and amount of sensitive data stored in the environment and compliance with regulations such as HIPPA, etc.
- Analyze files and permissions: Identify employees who need access to files with personal information and manage based on business value.

Deliverables:

- Detailed reports of all discovered sensitive data to include compliance with relevant IT regulations.

Hamilton Cyber Preparedness Solutions:

Disaster Recovery Policy and Plan:

Project Overview: The City of St. Paul will receive from its cybersecurity vendor, Hamilton, a Disaster Recovery Policy and Plan template which will address the restoration of business system software, hardware, and data during an incident to ensure the technology environment's ability to withstand unplanned interruptions.

Statement of Work (SOW)/Scope:

- Outline emergency procedures that staff can carry out when a disaster occurs.
- Identify critical IT assets and their maximum allowed outage time.
- Determine tools or technologies that should be used for recovery.
- Name a disaster recovery team and their roles, contact information, communication procedures, etc.

Deliverables:

- A Disaster Recovery Policy and Plan template.

Incident Response Policy and Plan:

Project Overview: The City of St. Paul will receive from its cybersecurity vendor, Hamilton, an Incident Response Policy and Plan to ensure they have a well-defined process following industry best practices for responding to an incident that could impact their community.

Statement of Work (SOW)/Scope:

- Identify methods for detecting and recognizing potential security incidents.
- Criteria for categorizing incidents based on severity and impact.
- Name an incident response team and their roles, contact information, communication procedures, etc.
- Process for conducting a thorough review and analysis of the incident response process.

Deliverables:

- An Incident Response Plan and Policy template.

Incident Response and Disaster Recovery Policy/Plan Personalization and Implementation

Overview: The City of St. Paul will work collaboratively with their vendor, Hamilton, to customize the previously purchased Incident Response and Disaster Recovery Plans and Policies to align with the organization's daily business needs.

Statement of Work(SOW)/Scope:

- Customize Incident Response and Disaster Recovery Plans and Policies according to their specific business requirements.
- Establish suitable controls and plans for the documentation by conducting customer interviews to gather information about their environment and incorporate specific details into the plans.
- Provide the organization with customized documentation, enabling efficient decision-making during critical instances.

Deliverables:

- Customized Disaster Recovery Plan.
- Customized Disaster Recovery Policy.
- Customized Incident Response Plan.
- Customized Incident Response Policy.

Tabletop Exercise

Overview: Stakeholders will work collaboratively with Hamilton to participate in a scenario-based exercise to evaluate and test the effectiveness of the Incident Response and Disaster Recovery plans.

Statement of Work (SOW)/Scope:

- Conduct a tabletop exercise to assess the effectiveness of the City of St. Paul's Incident Response and Disaster Recovery Plans.
- Scenarios will be provided and facilitated by Hamilton and, collaboratively with the organization, responses to the specified incidents will be developed.
- Upon completion of testing, the City of St. Paul will gain a comprehensive understanding of their response plans, enhancing their ability to implement them effectively in the event of a relevant incident.

Deliverables:

- A Final Report document for the Tabletop Exercises detailing the response items collaboratively developed by Hamilton and the client, presented on an hour-by-hour basis.

Hamilton Cyber Governance Solutions

NIST CSF Customized Control Documentation

Project Overview: Develop and implement customized documentation for NIST CSF controls tailored to the specific needs and context of the organization(s). By creating documentation, the City of St. Paul aims to enhance the clarity, relevance, and practicality of NIST CSF controls, ensuring a seamless integration with their existing processes and systems.

Statement of Work:

The project scope encompasses the following key components:

- **Customization of NIST CSF Controls:**
 - Analyzing existing NIST CSF controls in the context of the City of St. Paul's existing structure and operations.
 - Customize control documentation to align with organizational processes and risk profiles.
- **Mapping Controls to Organizational Assets:**
 - Identify and map NIST CSF controls to specific organizational assets and information systems.
 - Ensure an understanding of how controls apply to distinct elements within the organization.
- **Integration with Existing Policies and Procedures:**
 - Align customized control documentation with existing organizational policies and procedures.
 - Ensure seamless integration to avoid duplication and conflict.
- **Tailored Risk Assessment Criteria:**
 - Develop customized criteria for risk assessments that reflect the unique risk landscape of the organization.
 - Integrate these criteria into the documentation to provide a holistic risk management approach.

Deliverables: Create tailored documentation for each NIST CSF control which includes specific language, examples, and guidelines relevant to the organization. The documentation process includes thorough reviews with key stakeholders to validate the customized documentation and ensure that feedback is incorporated to enhance clarity and applicability.

Cyber Governance, Risk, and Compliance (GRC) Hosting

Project Overview: Primary objective is to enhance the efficiency and effectiveness of reporting and auditing processes related to the NIST CSF. Leveraging Hamilton's Governance, Risk, and Compliance (GRC) software solution, the project aims to streamline data collection, analysis, and reporting, ensuring a comprehensive and real-time view of cybersecurity controls adherence and risk management within the organization.

Statement of Work:

The project scope encompasses the following key components:

- **Requirements Analysis:**
 - Identify reporting and auditing requirements specific to the City of St. Paul.
 - Identify specific needs and functionalities required from the GRC software.
- **Implementation of GRC software:**
 - Implement Hamilton's GRC software solution with customization to meet NIST CSF reporting requirements.
- **Data Migration and Integration:**
 - Migrate relevant data into the GRC software.
- **Automation Configuration:**
 - Configure the GRC software to automate reporting and auditing processes.
 - Establish rules and workflows to streamline data collection, analysis, and timestamped customer approvals.
- **Training:**
 - Conduct training sessions for relevant personnel on the use of the GRC software.

Deliverables: Documentation of compliance with NIST CSF controls inside the GRC software.

Hamilton Network Remediation Solutions

Expert Hourly Labor Resources

Project Overview: Remediation is a structured approach to identifying and mitigating the IT security threats identified in the cybersecurity assessment (EPT, NIST CSF Gap Assessment, and IVA). Remediating these gaps and threats will minimize risk and improve overall security for the City of St. Paul.

Statement of Work (SOW)/Scope:

- Remediation will include completing all tasks necessary to improve network security and comply with recommendations outlined in the City of St. Paul's cybersecurity assessments. These steps will include:
 - Expert labor resources allocated to remediate gaps and vulnerabilities.

Deliverables:

- A phased project plan outlining the identified vulnerabilities, gaps, current risk, responsible party, status, and steps for remediation. This plan will be based upon the findings of the External Penetration Test (EPT), NIST CSF Gap Assessment, and Internal Vulnerability Assessment (IVA).
 - Note: A designated number of expert labor resources have been allocated for the remediation of gaps and vulnerabilities which will be addressed in order of importance/criticality. Depending on the extent of remediation work necessary, it may be possible that additional

hours of expert labor are needed. If this situation occurs, the City of St. Paul will work with Hamilton to pursue additional funding options to continue remediation work.

- Project documentation detailing steps taken to address remediation of identified gaps and vulnerabilities.
- Final project detail report upon project completion.

PROJECT GOALS

The City of St. Paul has worked collaboratively with their vendor, Hamilton, to identify project goals, objectives, and project outcomes. These goals, objectives, and outcomes align with Nebraska's Statewide Cybersecurity Plan.

The first project goal consists of completing cybersecurity assessments. These assessments include:

- Comprehensive External Penetration Testing (EPT)
- NIST CSF Gap Assessment
- Internal Vulnerability Assessment (IVA)
- Data Risk Analysis Scan

The objectives of the assessments include:

- Develop and conduct assessments to identify critical enterprise processes and assets, document information flows, identify and document hardware and software inventories.
- Identify threats, vulnerabilities, and risks to assets identified during assessments.
- Assess and manage access control measures to assets and information.
- Assessment of measures to protect sensitive data.
- Assessment of device configuration, security controls, and vulnerabilities.
- The completion of risk and cyber risk assessments.

The outcome of the assessments include:

- A highly detailed Executive Summary and Technical Analysis Report articulating strengths, findings, recommendations, observations, references, etc.

The second project goal consists of working collaboratively with Hamilton to implement cybersecurity preparedness solutions. These solutions include:

- Policy Templates
- Incident Response and Disaster Recovery Policy/Plan Personalization and Implementation
- Tabletop Exercise

The objectives of the preparedness solutions include:

- Provide Incident Response and Disaster Recovery policy and plan templates that include roles and responsibilities, outline emergency procedures, identify critical IT assets, etc.

- Provide expert labor resources to assist with the coordination of both internal and external stakeholders to personalize and implement Incident Response and Disaster Recovery Policies and Plans.
- Test Incident Response and Disaster Recovery Policies and Plans through conducting a tabletop exercise.

The outcome of the preparedness solutions include:

- Policy and plan templates including Disaster Recovery and Incident Response.
- Personalization and implementation of the Disaster Recovery and Incident Response policy and plan templates.
- Testing of Disaster Recovery and Incident Response policy and plans through conducting a tabletop exercise.

The third project goal consists of implementing cyber governance solutions to achieve NIST CSF compliance. These solutions include:

- NIST CSF Customized Control Documentation
- Implementation of GRC Software

The objectives of implementing cyber governance solutions includes:

- Develop and implement customized documentation for NIST CSF controls tailored to the specific needs and context of the organizations. By creating documentation, the City of St. Paul aims to enhance the clarity, relevance, and practicality of NIST CSF controls, ensuring a seamless integration with their existing processes and systems.
- Implement Hamilton's GRC software to enhance the efficiency and effectiveness of reporting and auditing processes related to the NIST CSF. This software will streamline data collection, analysis, reporting, and will ensure a comprehensive and real-time view of cybersecurity controls adherence and risk management within the organization.

The outcomes of cyber governance solutions include:

- Create documentation that is customized to the organization's needs and aligns with organizational specifics for effective cybersecurity risk management.
- Integration of customized CSF control documentation into existing processes, feedback from stakeholders, and improved clarity and applicability of cybersecurity controls.
- Implementation of GRC software to gain efficiency and streamlined reporting and auditing processes related to NIST CSF.

The fourth project goal consists of remediating vulnerabilities and gaps identified and prioritized during the cybersecurity assessments. Specialized hourly labor from Hamilton technicians and staff will be provided to remediate the identified gaps and vulnerabilities to minimize risk and improve overall security for the City of St. Paul.

The objectives of remediation work include:

- Allocating expert labor resources to remediate gaps and vulnerabilities. This will require analyzing the findings of the External Penetration Test (EPT), the NIST CSF Gap Assessment, and the Internal Vulnerability Assessment (IVA) and working collaboratively with City of St. Paul to remediate gaps and vulnerabilities based on criticality.
 - As noted earlier in this proposal, a designated number of expert labor resources have been allocated for the remediation of gaps and vulnerabilities which will be addressed in order of importance/criticality. Depending on the extent of remediation work necessary, it may be possible that additional hours of expert labor are needed. If this situation occurs, the City of St. Paul will work with Hamilton to pursue additional funding options to continue remediation work.
- Completion of a phased project plan outlining identifying vulnerabilities, current risk, responsible party, status, and steps for remediation.
- The State of Nebraska has identified the primary action item associated with this objective as "Individual projects that focus on identification and detection capabilities (e.g., deployment of an EDR solution)." It is important to note that Hamilton has already implemented and installed EDR on the City of St. Paul's network.

The outcome of remediation work includes:

- Remediation of all network vulnerabilities and gaps identified in the EPT, the NIST CSF Gap Assessment, and IVA, as well as thorough documentation detailing the remediation steps taken, work completed, and any business case exceptions.

Finally, the implementation of best practices is identified within Nebraska's Statewide Cybersecurity Plan as an objective and action item. The City of St. Paul's vendor, Hamilton, incorporates best practices throughout all cybersecurity projects and will place a concerted focus on best practices in all work with the City of St. Paul.

PROJECT ALIGNMENT WITH FY OBJECTIVES

We, along with our vendor, Hamilton, have closely reviewed Nebraska's Statewide Cybersecurity Plan and collaboratively identified projects that effectively reduce risk and increase cyber resilience. The projects proposed in this State and Local Cybersecurity Grant Program application are closely aligned with the State's Cybersecurity Program goals, objectives, and action items and we will work diligently to implement and complete the 2024 funding year projects.

The first goal of this project includes completing the following assessments:

- Comprehensive External Penetration Testing (EPT)
- NIST CSF Gap Assessment
- Internal Vulnerability Assessment (IVA)
- Data Risk Analysis Scan

The objectives of the assessments include: