

Agenda

1. Mayor Mike Feeken calls meeting to order regarding the Community Development Agency (CDA) and the regular City Council meeting, 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. Discuss - Approve / Deny Fifth Amendment to the Redevelopment Agreement (Dalton Meadows Subdivision Project). This will correct the stated maturity date in the Fourth Amendment to be the earlier of 15 years after the last phase (2035), or December 31, 2050.
 - a. Approve / Deny (City of St. Paul) Amendment to Community Revenue Redevelopment Note (Dalton Meadows Project) Series 2016A.
 - b. Approve / Deny (MAD Development) Amendment to the Community Revenue Redevelopment Note (Dalton Meadows Project) Series 2016B.
3. Mayor Feeken adjourns the Community Development Agency (CDA) meeting.
4. **Mayor Feeken opens the REGULAR City Council meeting.**
5. Submittal of Requests for Future Agenda Items
6. Reserve Time to Speak on an Agenda Item
7. Discuss - Approve / Deny City Electrical Department purchasing a T740 T4 V2 Bobcat Compact Track Loader (M0273) for the amount of \$82,371.06 (Quote total). This item is in the 2026-2027 budget.
8. Discussion / Action regarding the prospective referendum petition submitted by Donald M. McClain concerning the August 17, 2026 City Council action approving the merger of the St. Paul Police Department and the Howard County Sheriff's Department.
9. Discuss - Approve / Deny Resolution 2026-07, authorizing the City Attorney to commence an action for declaratory judgment upon the filing of a signed referendum petition by Donald M. McClain concerning the August 17, 2026, City Council action approving the merger of the St. Paul Police Department and the Howard County Sheriff's Department.
10. Discuss - Approve / Deny the Interlocal Law Enforcement Services and Transition Agreement between the City of St. Paul Police Department and the Howard County Sheriff's Department (Redline and Clean Copy Attached).
 - a. Discuss - Approve / Deny Resolution #2026-06, authorizing the Interlocal Law Enforcement Services and Transition Agreement between the City of St. Paul Police Department and the Howard County Sheriff's Department; authorizing execution; and directing related administrative action.
11. Discuss the City of St. Paul funding portion of the St. Paul Baseball Museum (possible action).

12. Discuss - Approve / Deny Consent Agenda Items: (1) Treasurer's Report August 2026; (2) Minutes September 8, 2026 (2026-2027 Budget and Budget Summary), and Minutes September 8, 2026, (Regular) and (3) Disbursements September 21, 2026.
13. Introduce Ordinance 1073; An Ordinance to vacate a portion 3rd Street abutting part of Lots One (1), Two (2), Three (3), Four (4), Five (5), and Six (6) in Block Thirty Two (32), original town of Saint Paul, Howard County, Nebraska, reserving an easement; to repeal any ordinance, or parts of any ordinance in conflict with this ordinance; and to provide for the effective date of such ordinance.
14. Discuss - Approve / Deny City of St Paul Non-Union Employee Consumer Price Index (CPI) wage increase (4.8%) effective October 1, 2026.
15. Sergeant Thomas Holmes updates:
 - (1) Activity Report.
16. Utilities Superintendent Helzer updates
17. Mayor Mike Feeken updates:
 - (1) Skilled Gaming Device Proceeds (April through June 2026).
 - (2) Request to terminate tax division for TIF project in Prairie Falls Subdivision Parcel ID #471011774 at 615 Paul Street.
18. Public Announcements
19. Closed Session: The City of St. Paul reserves the right to go into Closed Session when it is clearly necessary for the protection of the public interest or to prevent needless injury to the reputation of an individual and if such individual has not requested a public meeting.
20. Mayor Feeken adjourns City Council meeting.
21. Informational Items:
 - (1) City Receipts August 2026.
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.

**FIFTH AMENDMENT TO REDEVELOPMENT AGREEMENT
(Dalton Meadows Subdivision Project)**

This Fifth Amendment to Redevelopment Agreement ("Fifth Amendment") is entered into effective as of the 21st day of September, 2026 ("Effective Date") by and between the Community Development Agency of the City of St. Paul, Nebraska ("CDA") and Mad Development, LLC, a Nebraska limited liability company ("Redeveloper").

RECITALS

- A. The CDA and Redeveloper entered into that certain Redevelopment Agreement dated February 16, 2016, as subsequently amended (the "Redevelopment Agreement") to implement the Dalton Meadows Subdivision Project (the "Project").
- B. The Fourth Amendment to Redevelopment Agreement dated June 19, 2023 ("Fourth Amendment"), included an extension of the project timeline and the TIF Maturity Date.
- C. Section 3 of the Fourth Amendment contained a typographical error in the revised Maturity Date for the Project. This Fifth Amendment corrects that typographical error.
- D. The Fourth Amendment also authorized the CDA substitute or amend the TIF Notes to change the Maturity Date. This Fifth Amendment includes the form of the amendment for the TIF Notes.
- E. The CDA and Redeveloper desire to amend the Redevelopment Agreement to correct the Fourth Amendment and fulfill the intent of the Fourth Amendment.

NOW THEREFORE, in consideration of mutual promises contained herein and in the Redevelopment Agreement, the parties agree to amend the Redevelopment Agreement as follows:

1. TIF Note Maturity Dates. Section 3 of the Fourth Amendment is hereby amended and restated to correct the maturity date of the TIF Notes as follows:

"Based on the revised schedule and the extended Project Completion Date, the maturity date on the TIF Notes is hereby amended to be no later than **December 31, 2050**. The CDA may substitute or amend the TIF Notes to change the Maturity Date accordingly."
2. TIF Note Amendments. The Amendment to the TIF Notes to correct the Maturity Date are attached hereto as Exhibit A and Exhibit B. The CDA shall execute and deliver said amendments to the holders of the TIF Notes.

3. Reconfirm other Terms. The CDA and Redeveloper hereby reconfirm all other terms and conditions of the Redevelopment Agreement, except as expressly modified by the terms of this First Amendment.

This Fifth Amendment to Redevelopment Agreement is effective as of the Effective Date.

"CDA"

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

ATTEST:

By: _____
Secretary

By: _____
Chairman

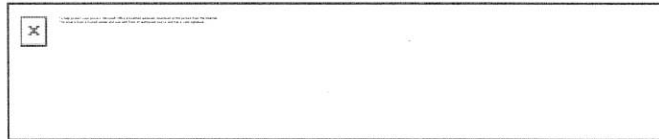
"REDEVELOPER"

Mad Development, LLC, a Nebraska
limited liability company

Caitlin Jerabek Birdsell, Manager

Connie Beck

From: Andrew R. Willis <awillis@clinewilliams.com>
Sent: Thursday, September 10, 2026 9:09 AM
To: Connie Beck
Subject: RE: Dalton Meadows
Attachments: Fifth Amendment to Redevelopment Agreement.docx



Connie – here is the amendment that the CDA should approve to update the notes. As we discussed, it accomplishes two main things:

1. Corrects the stated maturity date in the Fourth Amendment to be the earlier of 15 years after the last phase, or December 31, 2050. So, if the homes are built sooner than 2035 (which is sounds like will happen), then the maturity date is 15 years after the notice to divide is filed for the last home. This does put a drop dead date of 12/31/2050 on the note to match up with the amended redevelopment agreement, in the case where the homes are not all build by 2035 as required in the Redevelopment Agreement.
2. Includes the forms of the Amendments to the TIF Notes. I included an amendment for both TIF Notes. This corrects the maturity date and should be what redeveloper's bank needs.

Can you either remind me of the date on the TIF notes, or fill in the blank on Recital A of each TIF Note Amendment?

Let me know if you have any questions. Otherwise, I think you can go ahead and put this on the CDA agenda for 9/21. Thanks.

CLINE WILLIAMS

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

From: Andrew R. Willis
Sent: Monday, September 7, 2026 8:25 PM
To: Connie Beck <cjbeck@cityofstpaulne.org>
Subject: Dalton Meadows

Hi Connie – I hope all is well. I had a question from MAD Development's attorney on the Dalton Meadows Redevelopment Project. He asked about the maturity date of the TIF Note for the Redeveloper.

Based on the Fourth Amendment that was approved in 2023, I believe the intent of the CDA was to allow Caitlin until 12/31/2035 to build all the homes. In that case, assuming

the final phase was done in 2035, then the final phase would have an effective date of 1/1/2036 and the TIF Note would reach maturity 15 years after that (2036 taxes paid in 2037, 15th year taxes paid in 2051).

In the attached draft amendment, section 3 says that the final maturity date will be no later than 12/31/2036, which does not make sense in connection with the 2035 amended completion deadline in section 1. I think that was a typo on my part, but I am trying to recall exactly what the intent was.

I think Caitlin's bank was concerned with the maturity date on the loan. Section 3 of the Fourth Amendment said that the CDA can update and amend the TIF Notes to change the maturity date (but I think the Maturity date set forth in section 3 is incorrect).

So, I have a few questions for you:

1. Do you have a copy of the signed fourth amendment? Can you send me a copy?
2. Can you send me a copy of the signed TIF Notes?
3. Does this make sense to you – maturity date should be no later than 2051?

I can draft a correction to the Fourth Amendment and an amendment to Caitlin's note, but I want to make sure I am correct on the CDA's intent first. Let me now if you would like to discuss this. I am actually going to be driving through St. Paul tomorrow – not sure what time but probably sometime during the late morning to early afternoon. I could stop by and discuss this if you are around. Let me know. Thanks.

CLINE WILLIAMS

ANDREW R. WILLIS

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Lincoln | Omaha | Aurora | Fort Collins | Holyoke

FOURTH AMENDMENT TO REDEVELOPMENT AGREEMENT
(Dalton Meadows Subdivision Project)

This Fourth Amendment to Redevelopment Agreement ("Second Amendment") is entered into effective as of the 19th day of June, 2023 ("Effective Date") by and between the Community Development Agency of the City of St. Paul, Nebraska ("CDA") and Mad Development, LLC, a Nebraska limited liability company ("Redeveloper").

RECITALS

- A. The CDA and Redeveloper entered into that certain Redevelopment Agreement dated February 16, 2016, as subsequently amended (the "Redevelopment Agreement") to implement the Dalton Meadows Subdivision Project (the "Project").
- B. Based on general economic and market conditions, the parties agree that the phasing of the project needs to be revised.
- C. Instead of defining the minimum lot buildout per year requirements for the remainder of the project, the CDA has agreed to require a final completion date instead only for all the homes in the project.
- D. The intent of this Fourth Amendment is to allow flexibility in the timing of the subphases of the Project, so long as the Project is fully completed, and all the homes are built no later than December 31, 2035.
- E. The CDA and Redeveloper desire to amend the Redevelopment Agreement to update and revise the project schedule accordingly.

NOW THEREFORE, in consideration of mutual promises contained herein and in the Redevelopment Agreement, the parties agree to amend the Redevelopment Agreement as follows:

1. Project Completion Date. The Project Completion Date is hereby revised and amended to be defined as December 31, 2035. Redeveloper has an obligation to complete all the Private Improvements on or before the Project Completion Date.
2. No Subphase Requirements. The Required Lot Buildout table set forth in the Redevelopment Agreement, and most recently amended in the Third Amendment to the Redevelopment Agreement, is hereby deleted. The parties agree that as of the Effective Date, the subphasing requirements are deleted and there will be no minimum lot per year development requirements for this Project. The phasing shall be determined by general market and economic conditions, provided however, that Redeveloper must complete all Private Improvements and the development of all lots in the Project no later than the Project Completion Date.

12-31-35
+ 15 yr

12-31-2050

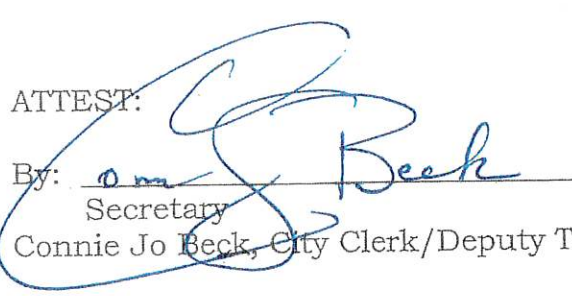
- 2050
3. TIF Note Maturity Dates. Based on the revised schedule and the extended Project Completion Date, the maturity date on the TIF Notes is hereby amended to be no later than December 31, 2036. The CDA may substitute or amend the TIF Notes to change the Maturity Date accordingly.
 4. Reconfirm other Terms. The CDA and Redeveloper hereby reconfirm all other terms and conditions of the Redevelopment Agreement, except as expressly modified by the terms of this Fourth Amendment.

This Fourth Amendment to Redevelopment Agreement is effective as of the 19th day of June, 2023.

"CDA"

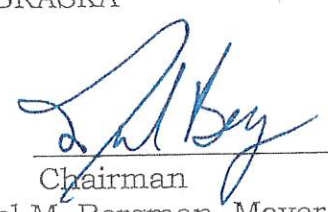
COMMUNITY DEVELOPMENT
AGENCY OF THE CITY OF ST. PAUL,
NEBRASKA

ATTEST:

By: 

Secretary

Connie Jo Beck, City Clerk/Deputy Treas.

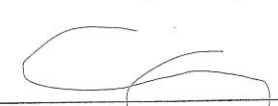
By: 

Chairman

Joel M. Bergman, Mayor

"REDEVELOPER"

Mad Development, LLC, a Nebraska
limited liability company


Caitlin Jerabek Birdsell, Manager

**AMENDMENT TO COMMUNITY REVENUE REDEVELOPMENT NOTE
(DALTON MEADOWS PROJECT)**

Series 2016A - City of St. Paul Note

THIS AMENDMENT TO THE COMMUNITY REVENUE REDEVELOPMENT NOTE (DALTON MEADOWS PROJECT) Series 2016A (hereinafter referred as the "Amendment") is made by the Community Development Agency of the City of St. Paul, Nebraska (the "Issuer" and the "Holder") effective as of the 21st day of September, 2026

Recitals

- A. Issuer issued the Community Revenue Redevelopment Note (Dalton Meadows Project) Series 2016A with an original issuance date of Sept. 19, 2016 ("Note").
- B. Holder is the holder of the Note.
- C. In connection with amendments to the Redevelopment Agreement, the maturity date of the Note has been amended.
- D. The parties are amending the note to reflect the updated and revised maturity date of the Note.

NOW THEREFORE in consideration of the terms and conditions contained herein and other consideration, the receipt and sufficiency of which are hereby acknowledged by the Borrower and Lender, Borrower and Lender agree as follows:

- 1. The "Maturity Date" defined in the Note is hereby amended and defined as follows:

The Maturity Date of this Note shall be the earlier of: (1) December 31 of the year fifteen (15) years following the year in which ad valorem taxes are collected for the Effective Date of the final phase of the Project, or (2) December 31, 2050.

- 2. Except as expressly modified herein, all other terms and provisions of Note remain the same and are ratified hereby. This Amendment constitutes a part of the Note.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed by their duly authorized representatives, all as of the day and year first above written.

“Issuer” and “Holder”

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

ATTEST:

By: _____
Secretary Chairman
Connie Jo Beck,
City Clerk/Dep. Treas.

By: _____
Mike Feeken, Mayor



Exhibit A
Series A TIF Note Amendment

(Starts on next page)

SERIES A NOTE - CITY OF ST PAUL

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

Registered

Registered

No. 1

\$290,000

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

COMMUNITY REDEVELOPMENT REVENUE NOTE
(DALTON MEADOWS PROJECT)
SERIES 2016A

12-31-35
+ 15415

12-31-2050

Maturity Date	Interest Rate	Original Issuance Date
December 15, 2032	4%	9-19, 2016

Registered Holder	Principal Amount
Community Development Agency of the City of St. Paul, Nebraska	\$290,000

THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF ST. PAUL, NEBRASKA (the "Issuer"), a body politic and corporate organized and existing under the laws of the State of Nebraska, for value received hereby promises to pay, solely from the source and as hereinafter provided, to the Registered Holder identified above, or registered assigns, the Principal Amount identified above at the office of the St. Paul City Treasurer, as Paying Agent and Registrar, and in like manner to pay solely from said source interest on said principal sum at the Interest Rate identified above from the Original Issuance Date identified above or from the most recent date to which interest has not been paid. **Accrued Interest shall be payable in three (3) installments due December 15, 2016, June 15, 2017, and December 15, 2017.** Thereafter principal and accrued interest shall be payable in equal semi-annual installments of Twelve Thousand Nine Hundred Forty Eight and 48/100 Dollars (**\$12,948.48**) **each due June 15th and December 15th of each year until this Note is repaid in full** or forgiven pursuant to the terms stated herein. Except with respect to interest not punctually paid, the principal and interest on this Note will be paid by check or draft mailed to the Registered Holder in whose name this Note is

registered at the close of business on the fifteenth calendar day next preceding the applicable maturity date at his address as it appears on such note registration books. The principal and interest of this Note is payable in any coin or currency of the United States of America which on the respective dates of payment is legal tender for the payment of public and private debts.

This Note is designated The Community Development Agency of the City of St. Paul, Nebraska, Redevelopment Revenue Note (Dalton Meadows Project), **Series 2016A**, aggregating Two Hundred Ninety Thousand and No/100 Dollars **(\$290,000.00)** (the "Note") in principal amount which have been issued pursuant to the Section 12 of Article VIII of the Nebraska Constitution and Neb. Rev. Stat. §§ 18-2101 through 18-2154, as amended and supplemented (the "Act"), and under and pursuant to a Redevelopment Agreement dated February 16, 2016, between Mad Development, LLC, a Nebraska limited liability company ("Redeveloper") and Issuer relating to the Dalton Meadows project, as amended from time to time ("Redevelopment Agreement"), to aid in the financing of a redevelopment project pursuant to the Act. This Note does not represent a debt or pledge of the faith or credit of the Issuer or grant to the Registered Holder of this Note any right to have the Issuer levy any taxes or appropriate any funds for the payment of the principal hereof or the interest hereon nor is this Note a general obligation of the Issuer, or the individual officials, officers or agents thereof.

This Note is payable solely and only out of the Tax Increment Revenues generated by the above-referenced Project. All such revenue has been duly pledged for that purpose. If the Tax Increment Revenues generated by the Project are insufficient to pay the amounts due on both this Note and the Series B Note issued for this Project, all Tax Increment Revenues shall be split evenly between payment of this Series A Note (together with CDA's Aggregate Deficiency Payments, as defined in the Redevelopment Agreement) and the Series B Note (together with the Redeveloper's Aggregate Deficiency Payments, as defined in the Redevelopment Agreement) pursuant to the terms of the Redevelopment Agreement. If this Note is not paid in full upon the termination of the Tax Increment Financing period defined in the Redevelopment Agreement, any remaining amounts due except CDA's Aggregate Deficiency Payments shall be forgiven.

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

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

member as such is hereby expressly waived and released as a condition of and in consideration of the issuance of this Note.

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

This Note is transferable only upon the books of the Issuer kept for that purpose at the office of the Registrar by the Registered Holder hereof in person, or by the Registered Holder's duly authorized attorney, upon surrender of this Note together with a written instrument of transfer satisfactory to the Registrar duly executed by the Registered Holder, together with a Purchase Letter from the transferee that is satisfactory to Issuer in Issuer's sole discretion, and thereupon a new registered Note or Notes in the same aggregate principal amounts shall be issued to the transferee in exchange therefor, and upon payment of the charges therein prescribed. The Issuer and the Paying Agent may deem and treat the person in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal hereof and premium, if any, and interest due hereon and for all other purposes.

The Note is issuable in the form of a registered Note without coupons. Subject to such conditions and upon the payment of such charges reasonably set by Issuer, the owner of any registered Note or Notes may surrender the same (together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered owner or his duly authorized attorney), in exchange for an equal aggregate principal amount of registered Notes of any other authorized denominations.

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

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

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

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

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

ATTEST:



Connie Beck, Secretary

By: 

Tracy Howard, Chairman

CERTIFICATE OF AUTHENTICATION

This Note is delivered pursuant to the terms of the Redevelopment Agreement.

St. Paul City Treasurer,
as Paying Agent and Registrar

By: 

Authorized Signature

**AMENDMENT TO COMMUNITY REVENUE REDEVELOPMENT NOTE
(DALTON MEADOWS PROJECT)**

Series 2016B (MAD Development Note)

THIS AMENDMENT TO THE COMMUNITY REVENUE REDEVELOPMENT NOTE (DALTON MEADOWS PROJECT) Series 2016B (hereinafter referred as the "Amendment") is entered into by and between Mad Development, LLC, a Nebraska limited liability company ("Holder") and the Community Development Agency of the City of St. Paul, Nebraska (the "Issuer") effective as of the 21st day of September, 2026

Recitals

- A. Issuer issued the Community Revenue Redevelopment Note (Dalton Meadows Project) Series 2016B with an original issuance date of Sept. 19, 2016 ("Note").
- B. Holder is the holder of the Note.
- C. In connection with amendments to the Redevelopment Agreement, the maturity date of the Note has been amended.
- D. The parties are amending the note to reflect the updated and revised maturity date of the Note.

NOW THEREFORE in consideration of the terms and conditions contained herein and other consideration, the receipt and sufficiency of which are hereby acknowledged by the Borrower and Lender, Borrower and Lender agree as follows:

- 1. The "Maturity Date" defined in the Note is hereby amended and defined as follows:

The Maturity Date of this Note shall be the earlier of: (1) December 31 of the year fifteen (15) years following the year in which ad valorem taxes are collected for the Effective Date of the final phase of the Project, or (2) December 31, 2050.

- 2. Except as expressly modified herein, all other terms and provisions of Note remain the same and are ratified hereby. This Amendment constitutes a part of the Note.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed by their duly authorized representatives, all as of the day and year first above written.

“Issuer”

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



ATTEST:

By: _____
Secretary
Connie Jo Beck,
City Clerk/Dep Treas.

By: _____
Chairman **Mike Feeken, Mayor**

“Holder”

Mad Development, LLC, a Nebraska
limited liability company

~~Caitlin Jerabek-Birdsell~~, Manager
Molczyk

Exhibit B
Series B TIF Note Amendment

(Starts on next page)

SERIES B NOTE - DALTON MEADOWS

MAD DEVELOPMENT LLC

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

Registered

Registered

No. 1

\$424,000

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

12-31-35
15 yrs
12-31-2050
COMMUNITY REDEVELOPMENT REVENUE NOTE
(DALTON MEADOWS PROJECT)
SERIES 2016B

Maturity Date	Interest Rate	Original Issuance Date
December 15, 2032	7.5%	9-19, 2016

Registered Holder	Principal Amount
Mad Development, LLC	\$424,000

THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF ST. PAUL, NEBRASKA (the "Issuer"), a body politic and corporate organized and existing under the laws of the State of Nebraska, for value received hereby promises to pay, solely from the source and as hereinafter provided, to the Registered Holder identified above, or registered assigns, the Principal Amount identified above at the office of the St. Paul City Treasurer, as Paying Agent and Registrar, and in like manner to pay solely from said source interest on said principal sum at the Interest Rate identified above from the Original Issuance Date identified above or from the most recent date to which interest has not been paid. **Accrued Interest shall be payable in three (3) installments due December 15, 2016, June 15, 2017, and December 15, 2017.** Thereafter principal and accrued interest shall be payable in equal semi-annual installments of Twenty Three Thousand Seven Hundred Eighty One and 15/100 Dollars **(\$23,781.15) each due June 15th and December 15th of each year until this Note is repaid in full** or forgiven pursuant to the terms stated herein. Except with respect to interest not punctually paid, the principal and interest on this Note will be paid by check or draft mailed to the Registered Holder in whose name this Note is registered at the close of business on the fifteenth calendar day next preceding the applicable

maturity date at his address as it appears on such note registration books. The principal and interest of this Note is payable in any coin or currency of the United States of America which on the respective dates of payment is legal tender for the payment of public and private debts.

This Note is designated The Community Development Agency of the City of St. Paul, Nebraska, Redevelopment Revenue Note (Dalton Meadows Project), Series 2016B, aggregating Four Hundred Twenty Four Thousand and No/100 Dollars (\$424,000.00) (the "Note") in principal amount which have been issued pursuant to the Section 12 of Article VIII of the Nebraska Constitution and Neb. Rev. Stat. §§ 18-2101 through 18-2154, as amended and supplemented (the "Act"), and under and pursuant to a Redevelopment Agreement dated February 16, 2016, between Mad Development, LLC, a Nebraska limited liability company ("Redeveloper") and Issuer relating to the Dalton Meadows project, as amended from time to time ("Redevelopment Agreement"), to aid in the financing of a redevelopment project pursuant to the Act. This Note does not represent a debt or pledge of the faith or credit of the Issuer or grant to the Registered Holder of this Note any right to have the Issuer levy any taxes or appropriate any funds for the payment of the principal hereof or the interest hereon nor is this Note a general obligation of the Issuer, or the individual officials, officers or agents thereof.

A This Note is payable solely and only out of the Tax Increment Revenues generated by the above-referenced Project. All such revenue has been duly pledged for that purpose. If the Tax Increment Revenues generated by the Project are insufficient to pay the amounts due on both this Note and the Series A Note issued for this Project, all Tax Increment Revenues shall be split evenly between payment of this Series A Note (together with the CDA's Aggregate Deficiency Payments, as defined in the Redevelopment Agreement) and the Series B Note (together with the Redeveloper's Aggregate Deficiency Payments, as defined in the Redevelopment Agreement) pursuant to the terms of the Redevelopment Agreement. If this Note is not paid in full upon the termination of the Tax Increment Financing period defined in the Redevelopment Agreement, any remaining amounts due except Redeveloper's Aggregate Deficiency Payments shall be forgiven.

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

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

member as such is hereby expressly waived and released as a condition of and in consideration of the issuance of this Note.

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

This Note is transferable only upon the books of the Issuer kept for that purpose at the office of the Registrar by the Registered Holder hereof in person, or by the Registered Holder's duly authorized attorney, upon surrender of this Note together with a written instrument of transfer satisfactory to the Registrar duly executed by the Registered Holder, together with a Purchase Letter from the transferee that is satisfactory to Issuer in Issuer's sole discretion, and thereupon a new registered Note or Notes in the same aggregate principal amounts shall be issued to the transferee in exchange therefor, and upon payment of the charges therein prescribed. The Issuer and the Paying Agent may deem and treat the person in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal hereof and premium, if any, and interest due hereon and for all other purposes.

The Note is issuable in the form of a registered Note without coupons. Subject to such conditions and upon the payment of such charges reasonably set by Issuer, the owner of any registered Note or Notes may surrender the same (together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered owner or his duly authorized attorney), in exchange for an equal aggregate principal amount of registered Notes of any other authorized denominations.

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

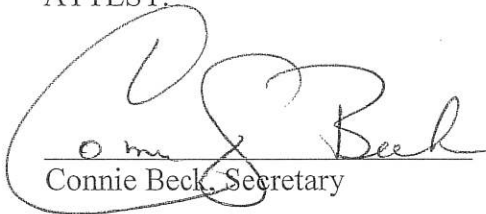
It is hereby certified and recited that all conditions, acts and things required by law and the Redevelopment Agreement to exist, to have happened and to have been performed precedent to and in the issuance of this Note, exist, have happened and have been performed and that the issue of this Note, together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

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

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

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

ATTEST:


Connie Beck, Secretary

By: 
Tracy Howard, Chairman

CERTIFICATE OF AUTHENTICATION

This Note is delivered pursuant to the terms of the Redevelopment Agreement.

St. Paul City Treasurer,
as Paying Agent and Registrar

By: 
Authorized Signature

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, Nebraska

704 6th Street • St. Paul, NE 68873

Phone (308) 754-4483

PUBLIC RECORDS REQUEST

Pursuant to Neb. Rev. Stat. §84-712 et. seq., citizens have the right to examine, and obtain copies of Public Records that are not exempt from disclosure as set forth in Neb. Rev. Stat. §84-712.05. Citizens have a right to obtain a copy of any public record or document regardless of its physical form by making a request to the City's custodian of that record. A public record request shall be submitted in writing through the City Clerk. If the City Clerk is not the custodian of that record, the City Clerk will notify the requesting party of who the custodian of that record is, and where to make the request. The custodian of the record shall have four (4) business days as defined in Neb. Rev. Stat. §84-712(4) to respond to a request, and to provide the requesting party an estimate of the expected cost of the copies and either (a) access to or, if copying equipment is reasonably available, copies of the public record, (b) if there is a legal basis for denial of access or copies, a written denial of the request together with the information specified in Section 84-712.04, or (c) if the entire request cannot with reasonable good faith efforts be fulfilled within four business days after actual receipt of the request due to the significant difficulty or the extensiveness of the request, a written explanation, including the earliest practicable date for fulfilling the request, an estimate of the expected cost of any copies, and an opportunity for the requestor to modify or prioritize the items within the request.

Information Provided By Requestor

Date of Request (<i>mm/dd/yyyy</i>)	Submitted to (<i>Department</i>)	I am Submitting This Request __ In Person __ Computer __ Fax __ Mail
Name (<i>Print</i>)	Mailing Address (<i>Required</i>)	
Telephone (<i>Required</i>)	Email Address (<i>Optional</i>)	Fax Number (<i>Optional</i>)
Please clearly identify the records requested as specifically as possible, or fully describe the information you want (<i>required</i>).		
I request to: (<i>please check all that apply</i>) __ Inspect the records named/described. __ Make notes from the records named/described. __ Obtain copies of some of the records named/described. __ Estimate of cost for researching and processing existing & available records \$ _____ Deposit requested by City of St. Paul: \$ _____ Photocopy cost per copy: \$.25 black & white; \$.50 color Large pages will be reduced to 8½" x 11" copies.		If the requested record(s) are not available, how should we respond back to your request? __ Call me to discuss. __ Fax me at the number I provided. __ Email me at the email address I provided. __ Send by mail to the address I provided. __ I will return in person.

Requester Signature

Printed Name

For City of St. Paul Use Only:

Date Received: _____

Received by: _____

**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



Lights
26-27
Budget

Quotation Number: **GH2021620**
Quote Sent Date: **Sep 14, 2026**
Expiration Date: **Nov 13, 2026**
Prepared By: **Gus Hamilton**
Phone: +13082932589
Email: gushamilton@cnebobcat.com

Customer
City of St. Paul
Phone: +13084141723

Contact
James Summers
Phone: +13084141723
Email: jsummers@cityofstpaulne.org

Dealer
Central Nebraska Bobcat, Grand Island, NE
3809 WESTGATE ROAD
GRAND ISLAND, NE, 68803-4927

Item Name	Item Number	Quantity	Price Each	Total
T740 T4 V2 Bobcat Compact Track Loader	M0273	1	90,807.00	90,807.00

Serial number: B6K113532

Standard Equipment:

74 HP Turbo Tier 4 Diesel Engine
Air Intake Heater (Automatically Activated)
Auxiliary Hydraulics: Variable Flow
Backup Alarm
Bob-Tach
Bobcat Interlock Control System (BICS)
Controls: Selectable Joysticks (SJC)
Cylinder Cushioning - Lift, Tilt
Engine/Hydraulic Systems Shutdown
Glow Plugs (Automatically Activated)

Mach
Eq.
ICS

Horn
Instrumentation: Engine Temp and Fuel Gauges, Hourmeter, RPM and Warning Indicators
Lift Arm Support
Lift Path: Vertical
Lights, Front & Rear
Operator Cab
Includes: Adjustable Suspension Seat, Top & Rear Windows, Seat Bar, Seat Belt
Roll Over Protective Structure (ROPS) meets SAE-J1040 & ISO 3471
Falling Object Protective Structure (FOPS) meets SAE-J1043 & ISO 3449, Level I; (Level II is available through Bobcat Parts)
Parking Brake: Spring Applied, Pressure Released (SAPR)
Tracks: Rubber, 17.7" Wide C-Pattern
Solid Mounted Carriage with 5 Rollers
Warranty: 2 years, or 2000 hours whichever occurs first

Deluxe Package	M0273-P11-C14	1	11,873.00	11,873.00
Deluxe Package: Enclosed HVAC Cab, Adjustable Heated Cloth Air Ride Seat, Power Bob-Tach, Keyless Ignition, Deluxe Display, Standard Lights, 7-Pin Attachment Control, Single Direction Bucket Positioning, Two-Speed Travel, Telematics - 2yr Standard Telematics Subscription, Radio with Bluetooth, Ride Control, Reversing Fan,				
High Flow	M0273-R03-C03	1	2,896.00	2,896.00
80" Severe Duty Bucket	7326129	1	2,880.00	2,880.00
Bolt-On Cutting Edge, 80"	6718008	1	362.98	362.98
6K Severe Duty Pallet Fork Frame	46907101	1	1,014.00	1,014.00
48" 6K Severe Duty Pallet Fork Teeth	46907125	1	700.00	700.00

Total for T740 T4 V2 Bobcat Compact Track Loader 110,532.98

Quote Subtotal	110,532.98
Dealer PDI	450.00
Freight Charges	1,775.00

\$ 83,371.06

Destination Charges	281.00
Dealer Assembly Charges	112.50
Rear Camera Kit	868.00
SOURCEWELL DISCOUNT	-35,942.64
Sales Total before Taxes	78,076.84
Taxes	4,294.22
Quote Total - USD	82,371.06

Customer Acceptance:

Quotation Number: GH2021620

Purchase Order: _____

Authorized Signature: _____

Print: _____ Sign: _____

Date: _____ Email: _____ Tax Exempt: Y ☐ / N ☐

RESOLUTION NO. 2026-07

A RESOLUTION AUTHORIZING THE CITY ATTORNEY TO COMMENCE AN ACTION FOR DECLARATORY JUDGMENT PURSUANT TO NEB. REV. STAT. § 18-2538 UPON THE FILING OF A SIGNED REFERENDUM PETITION WITH THE CITY CLERK; AND AUTHORIZING THE EXPENDITURE OF FUNDS THEREFOR.

WHEREAS, at a regular meeting held August 17, 2026, the City Council approved a motion to merge the City of St. Paul Police Department and the Howard County Sheriff's Department into one agency, and the minutes of that meeting reflect that consideration of an Interlocal Law Enforcement Services and Transition Agreement was to be placed on a future agenda; and

WHEREAS, on September 11, 2026, Donald M. McClain filed with the City Clerk a prospective referendum petition seeking repeal of the August 17, 2026 action and requesting a special election, and on September 14, 2026, the City Clerk verified the prospective petition to be in proper form, supplied the ballot title required by Neb. Rev. Stat. §§ 18-2512 and 18-2513, and authorized the petition for circulation; and

WHEREAS, as expressly provided in Neb. Rev. Stat. § 18-2512, the City Clerk's verification of form is not an admission by the City Clerk, the City Council, or the City that the August 17, 2026 action is subject to referendum or may be enacted by referendum; and

WHEREAS, Neb. Rev. Stat. § 18-2538 permits a municipality to seek a declaratory judgment determining whether a measure is subject to referendum, and provides that such an action may be filed at any time after the filing of a referendum petition with the city clerk for signature verification, and that if the municipality files such an action prior to receiving notification pursuant to Neb. Rev. Stat. § 18-2518, it shall not be required to proceed to hold such election until a final decision has been rendered; and

WHEREAS, the period between the filing of a signed referendum petition and notification to the City Council pursuant to Neb. Rev. Stat. § 18-2518 may be brief, and the City Council finds it necessary to authorize the commencement of such an action in advance so that it may be filed within that period; and

WHEREAS, the City Council finds that obtaining a judicial determination of whether the August 17, 2026 action is subject to referendum, in advance of incurring the expense of a special election, is in the best interests of the City and its residents.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of St. Paul, Nebraska, as follows:

1. The City Attorney is authorized and directed, upon the filing with the City Clerk of a signed referendum petition directed at the August 17, 2026 action, to commence an action for declaratory judgment in the District Court of Howard County, Nebraska, pursuant to Neb. Rev. Stat. § 18-2538, seeking a determination that the August 17, 2026 action is not a measure subject to referendum and that the City is not required to hold a special referendum election thereon. No further action of the City Council shall be required to commence such action.

2. The City Clerk is directed to notify the City Attorney immediately upon the filing of any signed referendum petition directed at the August 17, 2026 action. Nothing in this Resolution shall be construed to authorize or direct the City Clerk to delay, defer, or decline the performance of any duty imposed upon the City Clerk by the Municipal Initiative and Referendum Act, including the verification of signatures and notification to the City Council pursuant to Neb. Rev. Stat. § 18-2518, all of which shall proceed in the ordinary course.

3. The expenditure of City funds necessary for the prosecution of such action is authorized.

4. The Mayor, City Clerk, and City Attorney are authorized to take all further actions reasonably necessary to carry out the purposes of this Resolution.

5. This Resolution shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED this 21st day of September, 2026.

Mike Feeken, Mayor

ATTEST:

Connie Jo Beck, City Clerk

18-2538. Declaratory judgment; procedure; effect.

The municipality or any chief petitioner may seek a declaratory judgment regarding any questions arising under the Municipal Initiative and Referendum Act, as it may be from time to time amended, including, but not limited to, determining whether a measure is subject to referendum or limited referendum or whether a measure may be enacted by initiative. If a chief petitioner seeks a declaratory judgment, the municipality shall be served as provided in section 25-510.02. If the municipality seeks a declaratory judgment, only the chief petitioner or chief petitioners shall be required to be served. Any action brought for declaratory judgment for purposes of determining whether a measure is subject to limited referendum or referendum, or whether a measure may be enacted by initiative, may be filed in the district court at any time after the filing of a referendum or initiative petition with the city clerk for signature verification until forty days from the date the governing body received notification pursuant to section 18-2518. If the municipality does not bring an action for declaratory judgment to determine whether the measure is subject to limited referendum or referendum, or whether the measure may be enacted by initiative until after it has received notification pursuant to section 18-2518, it shall be required to proceed with the initiative or referendum election in accordance with the Municipal Initiative and Referendum Act. If the municipality does file such an action prior to receiving notification pursuant to section 18-2518, it shall not be required to proceed to hold such election until a final decision has been rendered in the action. Any action for a declaratory judgment shall be governed generally by sections 25-21,149 to 25-21,164, as amended from time to time, except that only the municipality and each chief petitioner shall be required to be made parties. The municipality, city clerk, governing body, or any other officers of the municipality shall be entitled to rely on any order rendered by the court in any such proceeding. Any action brought for declaratory judgment pursuant to this section shall be given priority in scheduling hearings and in disposition as determined by the court. When an action is brought to determine whether the measure is subject to limited referendum or referendum, or whether a measure may be enacted by initiative, a decision shall be rendered by the court no later than five days prior to the election. The provisions of this section relating to declaratory judgments shall not be construed as limiting, but construed as supplemental and additional to other rights and remedies conferred by law.

Source: Laws 1984, LB 1010, § 8; Laws 2021, LB163, § 189.

Annotations

If a municipality claims that a proposed ballot measure violates a statute under Chapter 18, article 25, of the Nebraska Revised Statutes, the claim is a challenge to the procedure or form of the proposal that may be raised in a preelection

declaratory judgment action. *City of North Platte v. Tilgner*, 282 Neb. 328, 803 N.W.2d 469 (2011).

Under this section, if a city files a declaratory judgment action to challenge a ballot measure within 40 days of receiving notice of the requisite signatures, a court may invalidate the measure because of a deficiency in form or procedure even if the voters approved it. *City of North Platte v. Tilgner*, 282 Neb. 328, 803 N.W.2d 469 (2011).

Under this section, when a city fails to file a declaratory judgment action to challenge the validity of a proposed ballot measure before it receives notification of the requisite signatures, a court does not have authority to keep the measure off the ballot, which precludes a court from blocking a count of the votes. *City of North Platte v. Tilgner*, 282 Neb. 328, 803 N.W.2d 469 (2011).

The language "whether a measure may be enacted by initiative" does not permit a court to issue an advisory opinion regarding the substance of an initiative measure prior to its adoption. *City of Fremont v. Kotas*, 279 Neb. 720, 781 N.W.2d 456 (2010).

The language "whether a measure may be enacted by initiative" encompasses only procedural challenges. *City of Fremont v. Kotas*, 279 Neb. 720, 781 N.W.2d 456 (2010).

Under this section, if a municipality does not bring an action for declaratory judgment to determine whether a measure is subject to limited referendum or referendum or whether a measure may be enacted by initiative until after it receives notification pursuant to section 18-2518, it shall be required to proceed with the initiative or referendum election. *Sydow v. City of Grand Island*, 263 Neb. 389, 639 N.W.2d 913 (2002).

25-510.02. Service on state or political subdivision.

(1) The State of Nebraska, any state agency as defined in section 81-8,210, and any employee of the state as defined in section 81-8,210 sued in an official capacity may be served by leaving the summons at the office of the Attorney General with the Attorney General, deputy attorney general, or someone designated in writing by the Attorney General, or by certified mail or designated delivery service addressed to the office of the Attorney General.

(2) Any county, city, or village of this state may be served by personal, residence, certified mail, or designated delivery service upon the chief executive officer or clerk.

(3) Any political subdivision of this state, as defined in subdivision (1) of section 13-903, other than a county, city, or village, may be served by personal, residence, certified mail, or designated delivery service upon the chief executive officer, clerk, secretary, or other official whose duty it is to maintain the official records, or any member of the governing board or body, or by certified mail or designated delivery service to the principal office of the political subdivision.

Source: Laws 1983, LB 447, § 27; Laws 2011, LB669, § 12.

Annotations

In analyzing the service of an agency, as when analyzing the option to serve an individual through certified mail under section 25-508.01, appellate courts look to section 25-505.01(1)(c) for the requirements of service by certified mail. *Omaha Expo. & Racing v. Nebraska State Racing Comm.*, 307 Neb. 172, 949 N.W.2d 183 (2020).

When this section applies, a summons must be served on the Attorney General in order to institute judicial review under the Administrative Procedure Act, sections 84-901 through 84-920. *Concordia Teachers College v. Neb. Dept. of Labor*, 252 Neb. 504, 563 N.W.2d 345 (1997).

This section provides the acceptable methods of service of summons upon the Attorney General, but although some discretion is granted as to the mode of service, no discretion is granted as to the entity to be served. *Nebraska Methodist Health Sys. v. Dept. of Health*, 249 Neb. 405, 543 N.W.2d 466 (1996).

When this section applies, in order to institute judicial review under the Administrative Procedure Act, service must be had on the Attorney General. *Becker v. Nebraska Acct. & Disclosure Comm.*, 249 Neb. 28, 541 N.W.2d 36 (1995).

In cases in which this section applies, a summons must be served on the Attorney General in order to institute judicial review under the Administrative Procedure Act. *Glass v. Nebraska Dept. of Motor Vehicles*, 248 Neb. 501, 536

N.W.2d 344 (1995).

Pursuant to subsection (1), when a party commences an action against the State, that party's service must be served in one of the four following ways to be effective: (1) By leaving summons at the Attorney General's office with the Attorney General, (2) by leaving summons at the Attorney General's office with a deputy attorney general, (3) by leaving summons at the Attorney General's office with someone designated in writing by the Attorney General to receive summons, or (4) by sending summons by certified mail addressed to the Attorney General's office. *Twiss v. Trautwein*, 247 Neb. 535, 529 N.W.2d 24 (1995).

A county board of equalization is not a political subdivision "other than" a county, and service upon a county board of equalization must be accomplished pursuant to the requirements of subsection (2) rather than subsection (3) of this section. *Hilt v. Douglas Cty. Bd. of Equal.*, 30 Neb. App. 425, 970 N.W.2d 113 (2021).

This section provides that the plain meaning of the phrase "may be served," when viewed in the context of the service statutes, modifies the method of acceptable service, not the entity to be served. *Hilt v. Douglas Cty. Bd. of Equal.*, 30 Neb. App. 425, 970 N.W.2d 113 (2021).

Pursuant to this section, the Attorney General must be served on behalf of the committee and that service may be accomplished by one of the methods for which provision is made in subsection (1). *Ray v. Nebraska Crime Victim's Reparations Comm.*, 1 Neb. App. 130, 487 N.W.2d 590 (1992).

25-21,149. Declaratory judgments; courts of record; jurisdiction.

Courts of record within their respective jurisdictions shall have power to declare rights, status, and other legal relations whether or not further relief is or could be claimed. No action or proceeding shall be open to objection on the ground that a declaratory judgment or decree is prayed for. The declaration may be either affirmative or negative in form and effect, and such declarations shall have the force and effect of a final judgment or decree. Any action or proceeding seeking a declaratory judgment that any tax, penalty, or part thereof is unconstitutional shall be brought within twelve months after such tax or penalty was levied or assessed.

Source: Laws 1929, c. 75, § 1, p. 257; C.S.1929, § 20-21,140; R.S.1943, § 25-21,149; Laws 1949, c. 59, § 1, p. 170; Laws 1991, LB 829, § 4; Laws 2014, LB558, § 1.

Cross References

Rules and regulations, declaratory judgment, see section 84-911.

Submitting controversy, see sections 25-903 to 25-905.

Annotations

1. Scope

2. Effect

3. Jurisdiction

1. Scope

Although a declaratory judgment action is an appropriate method to obtain judicial construction of a statute, it is fundamentally an action to obtain a declaration of rights. *McKay v. Bartels*, 316 Neb. 235, 3 N.W.3d 920 (2024).

The appropriateness of a declaratory judgment is ascertained by the precise relief sought. *McKay v. Bartels*, 316 Neb. 235, 3 N.W.3d 920 (2024).

A declaratory judgment will not lie where a writ of mandamus, another equally serviceable remedy, is available. *State ex rel. Wagner v. Evnen*, 307 Neb. 142, 948 N.W.2d 244 (2020).

This section encompasses the court's power to determine a party's rights under a contract, including a claim that the contract itself is invalid. *Young v. Govier & Milone*, 286 Neb. 224, 835 N.W.2d 684 (2013).

A declaratory judgment action under this section is the proper means of challenging the constitutionality of a tax statute. *Trumble v. Sarpy County Board*, 283 Neb. 486, 810 N.W.2d 732 (2012).

When the plaintiff's pleadings in a declaratory judgment action put the defendant on notice of the remedy sought, a trial court may order relief which is clearly within the scope of its declaratory judgment. Conversely, when a plaintiff's requested relief is not clearly within the scope of a court's declaratory judgment, the court should grant such relief only for a plaintiff's concurrent or subsequent cause of action or the plaintiff's application for supplemental relief under section 25-21,156. *Wetovick v. County of Nance*, 279 Neb. 773, 782 N.W.2d 298 (2010).

A justiciable issue requires a present substantial controversy between parties having adverse legal interests susceptible to immediate resolution and capable of present judicial enforcement. *City of Fremont v. Kotas*, 279 Neb. 720, 781 N.W.2d 456 (2010).

An action for declaratory judgment cannot be used to decide the legal effect of a state of facts which are future, contingent, or uncertain. *City of Fremont v. Kotas*, 279 Neb. 720, 781 N.W.2d 456 (2010).

The existence of a justiciable issue is a fundamental requirement to a court's exercise of its discretion to grant declaratory relief. *City of Fremont v. Kotas*, 279 Neb. 720, 781 N.W.2d 456 (2010).

A declaratory judgment action is to declare the rights, status, or other legal relations between the parties. *Bentley v. School Dist. No. 025, of Custer County*, 255 Neb. 404, 586 N.W.2d 306 (1998).

A liability insurer is not permitted to seek, in a direct action under this section, a declaration of noncoverage that is binding in a later action as to a potential claimant against the insured. *Medical Protective Co. v. Schrein*, 255 Neb. 24, 582 N.W.2d 286 (1998).

Where an exclusive statutory remedy is provided, the Uniform Declaratory Judgments Act does not provide an additional remedy. *Boettcher v. Balka*, 252 Neb. 547, 567 N.W.2d 95 (1997).

A declaratory judgment is available to test the constitutionality of a tax statute. *Jones v. State*, 248 Neb. 158, 532 N.W.2d 636 (1995).

The state has not waived its sovereign immunity in declaratory judgment actions, and such actions filed against officers of the state which seek to compel affirmative action on the part of the officials are within the scope of immunity. *County of Lancaster v. State*, 247 Neb. 723, 529 N.W.2d 791 (1995).

A declaratory judgment action should not be entertained when it is initiated by a prospective tort defendant. *Ryder Truck Rental v. Rollins*, 246 Neb. 250, 518 N.W.2d 124 (1994).

Nebraska's Uniform Declaratory Judgments Act does not waive the State's sovereign immunity. *Concerned Citizens v. Department of Environ. Contr.*, 244 Neb. 152, 505 N.W.2d 654 (1993).

A declaratory judgment action, pursuant to this section, is an appropriate method

to obtain a judicial construction of a statute or determination of a statute's validity, including resolution of a challenge to the constitutionality of a statute. *State ex rel. Spire v. Northwestern Bell Tel. Co.*, 233 Neb. 262, 445 N.W.2d 284 (1989).

The use and determination of a demurrer in actions arising under the Uniform Declaratory Judgments Act are controlled by the same principles as apply in other cases. *S.I.D. No. 272 of Douglas County v. Marquardt*, 233 Neb. 39, 443 N.W.2d 877 (1989).

The Uniform Declaratory Judgments Act is available when a present actual controversy exists and all interested persons are parties to the proceedings, and then only when a justiciable issue exists for resolution. *Koenig v. Southeast Community College*, 231 Neb. 923, 438 N.W.2d 791 (1989); *Miller v. Stolinski*, 149 Neb. 679, 32 N.W.2d 199 (1948).

For purposes of determining whether a litigant is entitled to declaratory relief, existence of a controversy depends not only on the circumstances existing at the commencement of the action but also the circumstances when the judgment is granted. *Mullendore v. Nuernberger*, 230 Neb. 921, 434 N.W.2d 511 (1989).

Unwed father allowed to use declaratory judgment to determine paternity. *White v. Mertens*, 225 Neb. 241, 404 N.W.2d 410 (1987).

A declaratory judgment is an appropriate method to challenge constitutionality of a tax statute. *Mullendore v. School Dist. No. 1 of Lancaster County*, 223 Neb. 28, 388 N.W.2d 93 (1986).

Declaratory action could not be used to contest school reorganization election once the election had been held. *Eriksen v. Ray*, 212 Neb. 8, 321 N.W.2d 59 (1982).

A declaratory judgment action may not be used by an insurance company to determine its obligation to pay when the insured is not yet obligated to pay, and until such time, no actual controversy exists. *Allstate Ins. Co. v. Novak*, 210 Neb. 184, 313 N.W.2d 636 (1981).

The use of a declaratory judgment remedy as provided by this section is proper in this state to determine the rights and obligations of the insured and the insurance company under an uninsured motorist clause following the rendition of a final judgment against the uninsured motorist. *Herrera v. American Standard Ins. Co.*, 203 Neb. 477, 279 N.W.2d 140 (1979).

Where rights of all parties cannot be determined in a conversion action, action under sections 25-21,149 to 25-21,164 is proper when requisite precedent conditions are met. *Berigan Bros. v. Growers Cattle Credit Corp.*, 182 Neb. 656, 156 N.W.2d 794 (1968).

Action to determine who was liable on automobile insurance policies was properly brought under this act. *Truck Ins. Exchange v. State Farm Mut. Auto. Ins. Co.*, 182 Neb. 330, 154 N.W.2d 524 (1967).

Validity of city ordinance could be determined in declaratory judgment proceedings. *Midwest Employers Council, Inc. v. City of Omaha*, 177 Neb. 877, 131 N.W.2d 609 (1964).

Declaratory judgment proceeding was proper to determine question as to constitutional validity of statutes. *Meyerkorth v. State*, 173 Neb. 889, 115 N.W.2d 585 (1962); *Metropolitan Utilities Dist. v. City of Omaha*, 171 Neb. 609, 107 N.W.2d 397 (1961); *State ex rel. State Railway Commission v. Ramsey*, 151 Neb. 333, 37 N.W.2d 502 (1949); *Thorin v. Burke*, 146 Neb. 94, 18 N.W.2d 664 (1945).

Declaratory judgment action brought by Attorney General was proper to determine constitutionality of legislative act. *State ex rel. Meyer v. Story*, 173 Neb. 741, 114 N.W.2d 769 (1962).

Act is available to a public power district to secure a declaration as to reasonableness of rates. *York County Rural P. P. Dist. v. O'Connor*, 172 Neb. 602, 111 N.W.2d 376 (1961).

An action for a declaratory judgment will not be entertained when an equally serviceable remedy has been provided. *Scudder v. County of Buffalo*, 170 Neb. 293, 102 N.W.2d 447 (1960).

Original action in Supreme Court for declaratory judgment as to constitutionality of tax on building and loan stock could be maintained. *Anderson v. Herrington*, 169 Neb. 391, 99 N.W.2d 621 (1959).

Party seeking relief must have a legally protectible interest or right in the controversy. *Nebraska Seedsmen Assn. v. Department of Agriculture & Inspection*, 162 Neb. 781, 77 N.W.2d 464 (1956).

Declaratory judgment is appropriate to determine the validity, construction, or interpretation of a statute when there is a justiciable controversy. *Armstrong v. Board of Supervisors of Kearney County*, 153 Neb. 858, 46 N.W.2d 602 (1951).

Uniform Declaratory Judgment Act and Reclamation Act are not in conflict. *Nebraska Mid-State Reclamation District v. Hall County*, 152 Neb. 410, 41 N.W.2d 397 (1950).

A declaratory judgment action will not be entertained if there is pending other litigation in which the rights of the parties can be determined. *Strawn v. County of Sarpy*, 146 Neb. 783, 21 N.W.2d 597 (1946).

Court is without power to declare the law unless the Uniform Declaratory Judgments Act is complied with. *Wightman v. City of Wayne*, 144 Neb. 871, 15 N.W.2d 78 (1944).

Under the Declaratory Judgments Act, an equity court has the power to determine the parentage of a child. *Carlson v. Bartels*, 143 Neb. 680, 10 N.W.2d 671 (1943).

Action to determine validity of delinquent tax law was properly brought under

Declaratory Judgments Act. *Tukey v. Douglas County*, 133 Neb. 732, 277 N.W. 57 (1938).

State of Nebraska and executive departments thereof may seek relief under Declaratory Judgments Act in an original action in Supreme Court. *State ex rel. Smrha v. General American Life Ins. Co.*, 132 Neb. 520, 272 N.W. 555 (1937).

Action to determine rights of office holder whose office had been abolished by constitutional amendment was brought under Declaratory Judgments Act. *Swanson v. State*, 132 Neb. 82, 271 N.W. 264 (1937).

Declaratory judgment sought under this statute to determine how liquor license fees should be distributed. *School District of Omaha v. Gass*, 131 Neb. 312, 267 N.W. 528 (1936).

Court may refuse to render declaratory judgment where, if rendered or entered, it would not terminate the controversy giving rise to the proceeding. *Arlington Oil Co. v. Hall*, 130 Neb. 674, 266 N.W. 583 (1936).

Court should, under most circumstances, dismiss action for declaratory judgment where all parties whose rights are affected have not been impleaded in action. *Updike Inv. Co. v. Employers Liability Assurance Corporation*, 128 Neb. 295, 258 N.W. 470 (1935).

Taxpayer having actual and justiciable controversy with taxing authorities as to his status as affected by tax statute is entitled to have questions determined under Declaratory Judgments Act. *Moeller, McPherrin & Judd v. Smith*, 127 Neb. 424, 255 N.W. 551 (1934).

Proceedings for a declaratory judgment will not be entertained where another equally serviceable remedy has been provided by law for the character of action in hand. *Stewart v. Herten*, 125 Neb. 210, 249 N.W. 552 (1933).

Declaratory Judgments Act applies only to actions where there is an actual controversy and justiciable issues presented, and cannot be used to decide moot questions. *Banning v. Marsh*, 124 Neb. 207, 245 N.W. 775 (1932).

Declaratory Judgments Act applies only to actions involving actual controversy and justiciable issues, and therefore is not void as conferring non-judicial powers. *Lynn v. Kearney County*, 121 Neb. 122, 236 N.W. 192 (1931).

Nebraska's Uniform Declaratory Judgments Act does not waive the state's sovereign immunity, and a plaintiff who seeks declaratory relief against the state must find authorization for such remedy outside the confines of that act. *Pratt v. Clarke*, 8 Neb. App. 199, 590 N.W.2d 426 (1999).

Declaratory Judgments Act is applicable to questions involving state taxation. *Mid-Continent Airlines v. Nebraska State Board of Equalization and Assessment*, 105 F.Supp. 188 (D. Neb. 1952).

2. Effect

An action for declaratory judgment is sui generis; whether such action is to be treated as one at law or one in equity is to be determined by the nature of the dispute. The test is whether, in the absence of the prayer for declaratory judgment, the issues presented should properly be disposed of in an equitable as opposed to a legal action. *Boyles v. Hausmann*, 246 Neb. 181, 517 N.W.2d 610 (1994).

An action for declaratory judgment under this section is sui generis; whether such an action is to be treated as one at law or one in equity is to be determined by the nature of the dispute. *Donaldson v. Farm Bureau Life Ins. Co.*, 232 Neb. 140, 440 N.W.2d 187 (1989); *Boren v. State Farm Mut. Auto. Ins. Co.*, 225 Neb. 503, 406 N.W.2d 640 (1987).

An action for declaratory judgment determines the rights of the parties in a justiciable controversy and is binding on any further adjudication between the parties as the rights so declared. *Russell v. First York Sav. Co.*, 218 Neb. 112, 352 N.W.2d 871 (1984).

If an action for declaratory judgment under this section involves a question of fact, the parties are entitled to a jury trial. *MFA Ins. Companies v. Mendenhall*, 205 Neb. 430, 288 N.W.2d 270 (1980).

Constitutionality of Installment Sales Act of 1963 was tested under Declaratory Judgments Act. *Stanton v. Mattson*, 175 Neb. 767, 123 N.W.2d 844 (1963).

Where defendant prayed for entry of declaratory judgment, it was precluded on appeal from contending that such relief was improper. *County of Douglas v. OEA Senior Citizens, Inc.*, 172 Neb. 696, 111 N.W.2d 719 (1961).

Under Declaratory Judgments Act, it was proper to submit question of ownership of automobile to a jury. *Hawkeye Casualty Co. v. Stoker*, 154 Neb. 466, 48 N.W.2d 623 (1951).

Declarations made by court in declaratory judgment proceeding have the force and effect of a final judgment or decree. *Morrell v. Towle*, 141 Neb. 370, 3 N.W.2d 655 (1942).

Declaratory judgment law is not a substitute for a new trial or appeal, nor does it operate to supersede former adjudications or proper proceedings already pending in court. *Phelps County v. City of Holdrege*, 133 Neb. 139, 274 N.W. 483 (1937).

Declaratory judgment confirming validity of a trust agreement and directing trustee to pay trust funds to parties entitled thereto is final and binding on the parties to the proceeding, their privies and successors in interest. *In re Reynolds Estate*, 131 Neb. 557, 268 N.W. 480 (1936).

3. Jurisdiction

District courts have inherent equity jurisdiction to resolve custody disputes, and they have jurisdiction over habeas proceedings challenging adoption proceedings. Accordingly, district courts have jurisdiction over a related declaratory judgment

action challenging the constitutionality of Nebraska adoption statutes. In re Adoption of Jaelyn B., 293 Neb. 917, 883 N.W.2d 22 (2016).

The district court did not have jurisdiction to hear a challenge to the constitutionality of a tax statute under this section when the plaintiff filed suit outside the same tax year in which the taxes were levied or assessed. Trumble v. Sarpy County Board, 283 Neb. 486, 810 N.W.2d 732 (2012).

The Nebraska Workers' Compensation Court is a "court of record" and, as such, has the authority to enter a declaratory judgment pursuant to the Uniform Declaratory Judgments Act. Bituminous Casualty Corp. v. Deyle, 234 Neb. 537, 451 N.W.2d 910 (1990).

The district court has power to retain jurisdiction and grant further relief where it has entered a declaratory judgment declaring the rights of the parties under a contract. First Nat. Bank of Omaha v. Omaha Nat. Bank, 191 Neb. 249, 214 N.W.2d 483 (1974).

Courts of record are empowered to render declaratory judgments. Haynes v. Anderson, 163 Neb. 50, 77 N.W.2d 674 (1956).

County court may render declaratory judgment. Rohn v. Kelley, 156 Neb. 463, 56 N.W.2d 711 (1953).

Court does not lack jurisdiction to render declaratory judgment merely because construction or validity of a penal statute is necessary to a decision. Dill v. Hamilton, 137 Neb. 723, 291 N.W. 62 (1940).

25-21,164. Act, how cited.

Sections 25-21,149 to 25-21,164 may be cited as the "Uniform Declaratory Judgments Act".

Source: Laws 1929, c. 75, § 16, p. 259; C.S.1929, § 20-21,155; R.S.1943, § 25-21,164.

**INTERLOCAL LAW ENFORCEMENT SERVICES
AND TRANSITION AGREEMENT**

**City of St. Paul and Howard County
Consolidated Law Enforcement Services**

THIS INTERLOCAL LAW ENFORCEMENT SERVICES AND TRANSITION AGREEMENT ("Agreement") is entered into by and between the CITY OF ST. PAUL, NEBRASKA, a city of the second class ("City"), and the COUNTY OF HOWARD, NEBRASKA, a political subdivision ("County"), with the HOWARD COUNTY SHERIFF acknowledging the operational-administrator duties assigned to the office within the Sheriff's statutory authority ("Sheriff"). The City and County are referred to collectively as the "Parties" and individually as a "Party." The Sheriff is not a separate contracting Party.

RECITALS

WHEREAS, the City is authorized to contract with the County for police services to be provided by the Sheriff, and the Parties may cooperate under Nebraska law;

WHEREAS, the City intends to discontinue its municipal police department after completing all required legislative, budgetary, personnel, property, records, and operational transition actions;

WHEREAS, the County intends to provide unified countywide law-enforcement services through the Sheriff's Office while maintaining documented access, responsiveness, ordinance enforcement, reporting, and accountability for St. Paul;

WHEREAS, the County intends to retain the experience of the two current full-time City police officers while preserving the Sheriff's statutory appointment, command, disciplinary, and deployment authority;

WHEREAS, the Parties intend to use a flat annual Service Fee, a shared annual fleet plan, and a County-controlled Sheriff's Office Sinking Fund to provide predictable costs and responsible lifecycle planning; and

WHEREAS, the Parties desire a single integrated instrument describing their purposes, powers, rights, objectives, responsibilities, financing, administration, duration, termination, and property disposition.

NOW, THEREFORE, in consideration of the mutual covenants stated below, the Parties agree as follows:

ARTICLE 1 PURPOSE AND LEGAL AUTHORITY

1.1 Purpose.

The purpose of this Agreement is to provide continuous, professional, unified law-enforcement services within St. Paul and throughout Howard County; establish an orderly dissolution and transition process; allocate personnel, property, records, costs, liability, equipment replacement, oversight, and termination responsibilities; and protect the continuity of investigations, prosecutions, appeals, evidence, public access, and emergency response.

1.2 Authority.

This Agreement is made under the Interlocal Cooperation Act, Neb. Rev. Stat. sections 13-801 et seq.; Neb. Rev. Stat. section 19-3801; Neb. Rev. Stat. section 29-215; and other applicable Nebraska law. Each governing body shall authorize this Agreement through official action recorded in its minutes.

1.3 No Separate Legal Entity.

This Agreement does not create a separate legal entity, joint law-enforcement agency, or joint employer. The County shall administer contracted law-enforcement services through the Sheriff. The City and County remain separate political subdivisions.

1.4 Statutory Authority Preserved.

Nothing in this Agreement transfers, restricts, or delegates away a power that Nebraska law vests exclusively in the Sheriff, County Board, City Council, Mayor, City Attorney, County Attorney, court, or other public official. Contractual commitments shall be construed to the maximum lawful extent consistent with those powers.

1.5 Administration.

The Sheriff is the operational administrator of the cooperative undertaking and is responsible for administering contracted law-enforcement services, subject to the Sheriff's statutory authority and this Agreement. The County Clerk is the financial and recordkeeping administrator for receipt of City payments, maintenance of Agreement and financial records, accounting coordination, and annual interlocal reporting. The City Clerk is the City's administrative liaison and shall provide City records and information reasonably required for administration. Neither Clerk has operational command authority over the Sheriff or Sheriff's Office personnel. A lawful successor officer or County designee may perform a Clerk's administrative duties upon written notice to the other Party without amending this Agreement.

1.6 Express Enforcement and Arrest Authority.

Effective on the Operational Transfer Date and continuing only while this Agreement or a lawful holdover remains in effect, the City and County expressly authorize the Sheriff and each duly appointed Sheriff's Office law-enforcement officer to exercise within the City every enforcement, arrest, detention, citation, investigative, process, and peace-officer power permitted by Nebraska law for performance of this Agreement, including the authority contemplated by Neb. Rev. Stat. sections 19-3801 and 29-215(2)(d). This Section is an express grant of contractual authority and does not enlarge any officer's power beyond applicable law, certification, territorial limits, or a valid request, warrant, order, or other legal requirement.

ARTICLE 2 DEFINITIONS

As used in this Agreement, the following capitalized terms have the meanings stated below. A term defined elsewhere in this Agreement has the meaning given where it appears.

Accepted Leave shall mean vacation and sick-leave balances certified by the City and accepted by the County, not exceeding County policy caps.

City Code shall mean all codified ordinances of the City, as lawfully amended.

 *Contract Year* Each consecutive twelve-month period beginning on ~~the Operational Transfer Date and each anniversary of that date~~ October 1 and ending September 30. Contract Year 1 begins October 1, 2026.

Emergency Call shall mean a call assigned the highest emergency priority under the dispatch protocols then in effect.

 *Operational Transfer Date* shall mean ~~October 1, 2026~~ [OPERATIONAL TRANSFER DATE TO BE ESTABLISHED BY THE PARTIES] October 1, 2026, at 12:01 a.m., or a later date approved in writing by both governing bodies and acknowledged by the Sheriff.

 *Quarter* shall mean each consecutive three-month period ~~beginning on the Operational Transfer Date~~ beginning on the first day of a Contract Year.

Service Fee shall mean the annual amount the City is obligated to pay under Article 13 for the complete package of contracted services.

Sheriff's Office Sinking Fund shall mean a County-controlled restricted fund, account, or budget designation used exclusively for lawful Sheriff's Office purposes, including vehicle and equipment acquisition, upfit, replacement, repair, armor, radios, cameras, radar, information technology, and other operational or lifecycle needs.

Transferred Assets shall mean City police vehicles, equipment, weapons, technology, furnishings, storage devices, and other personal property accepted by the County under Article 10.

Transferred Officers shall mean the two full-time City police officers selected for County appointment under Article 9.

Transition Option Year shall mean the additional paid year described in Article 18 before law-enforcement responsibility may return to the City.

ARTICLE 3 EFFECTIVE DATE, OPERATIONAL TRANSFER, AND TERM

3.1 Agreement Effective Date.

This Agreement becomes binding after approval by both governing bodies and execution by the authorized signatories. The transfer of primary municipal law-enforcement responsibility occurs only on the Operational Transfer Date.

3.2 Initial Term.

The initial term is ~~five years beginning on the Operational Transfer Date~~ five Contract Years beginning October 1, 2026, unless earlier ended under Section 16.5 for an uncured material breach; performance becomes legally impossible and cannot be preserved through Section 19.2; a court of competent jurisdiction orders termination; or the Parties approve a mutual written termination agreement that includes a lawful continuity and property-disposition plan.

3.3 Renewal Review and Approval.

During the final Contract Year of the initial term or any renewal term, representatives of the City and County, together with the Sheriff or designee, shall meet in good faith on or before April 15 to review performance, finances, staffing, service expectations, and any proposed amendments or renewal terms. This Agreement shall renew only through affirmative written approval by both governing bodies before expiration of the then-current term. Any approved renewal shall be for three years unless the written renewal states a different term. Neither Party is required to state a reason for declining renewal. A Party seeking material amendments to this Agreement as a condition of renewal shall deliver written notice

of the proposed amendments to the other Party and to the Sheriff not less than eighteen (18) months before expiration of the then-current term. If a renewal has not been approved before expiration, the Transition Option Year shall begin as provided in Article 18. A renewal is not effective unless the written renewal approved by both governing bodies states the Service Fee for each Contract Year of the renewal term.

3.4 Third-Year Good-Faith Review.

Within sixty days after the third anniversary of the Operational Transfer Date, representatives of the City and County, together with the Sheriff or designee, shall meet in good faith to review service delivery, staffing, finances, reporting, ordinance and nuisance enforcement, fleet and equipment planning, and other material concerns. The review is intended to identify practical adjustments during the initial term. Any amendment must satisfy Section 20.4. Failure to reach agreement on an amendment does not constitute a breach and does not create a right to terminate outside Article 16.

3.5 Preliminary Date and Adjustment.

October 1, 2026~~[OPERATIONAL TRANSFER DATE TO BE ESTABLISHED BY THE PARTIES]~~, which the Parties acknowledge cannot precede completion of the joint readiness certification required by Section 4.3. October 1, 2026 is the target date. If a condition precedent is incomplete, the Parties may establish a later Operational Transfer Date by official written approval of both governing bodies, acknowledged by the Sheriff, without otherwise renegotiating the Agreement.

3.6 Termination for Convenience.

Beginning at the end of Contract Year 3 and at any time thereafter, either Party may terminate this Agreement for convenience, without cause and without stating a reason, upon twelve (12) months' prior written notice delivered under Section 20.8 and authorized by official action of that Party's governing body. Either Party may terminate this Agreement for convenience one time during the initial term. Notice shall be delivered under Section 20.8 during Contract Year 3, authorized by official action of that Party's governing body, and termination shall be effective at the end of Contract Year 4. The right granted by this Section may be exercised only once and does not apply during a renewal term, the Transition Option Year, or a readiness holdover. A termination under this Section is effective only at the end of a Contract Year. During the notice period the County shall continue to provide all contracted services and the City shall continue to pay all amounts properly due for services actually provided and other obligations accrued through the effective termination date. No termination fee, penalty, accelerated payment, forfeiture, or other charge shall apply, and no Transition Option Year shall be required, solely because a Party exercises the right granted by this Section. Termination under this Section is an

authorized termination for purposes of Sections 10.6, 10.7, and 16.5. If the County is the terminating Party, the property transfers described in Article 18 shall be completed as if the Agreement had expired without renewal. If the City is the terminating Party, the Article 18 property transfers do not apply unless the City elects and pays the Transition Option Year Service Fee.

3.7 Failure of Timely Transfer.

^A If primary municipal law-enforcement responsibility has not transferred to the County on October 1, 2026, the City shall receive a credit against the April 1, 2027 installment equal to the daily prorated Service Fee for each day after October 1, 2026 on which transfer has not occurred. If transfer has not occurred on or before December 31, 2026, either Party may terminate this Agreement upon thirty (30) days' written notice, the County shall refund the unearned portion of any installment paid, and neither Party owes a termination fee, Transition Option Year payment, or Article 18 property transfer.

Commented [HS1]: This needs to be a one time only option to terminate. If the contract renews then the City cannot have the option to terminate each year. That leaves too much up in the air for both parties.

Commented [DG1R2]: Agreed in substance. As edited the section cannot operate, though: the right arises "at the end of Contract Year 3" but requires twelve months' prior notice, so there is no date on which it can be exercised. I have rewritten it to do what your comment describes, with a defined window. Notice may be given only during Contract Year 3, and termination is then effective at the end of Contract Year 4. Exercisable once, and not during a renewal term, the Transition Option Year, or a readiness holdover.

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3.7 Interim Services and Payment Period.

(a) The period beginning October 1, 2026, or the Agreement Effective Date if later, and ending on the day before the Operational Transfer Date is the "Interim Period." The Interim Period is part of Contract Year 1.

(b) During the Interim Period the City retains primary municipal law-enforcement responsibility and its Police Department remains in existence. The Sheriff shall provide supplemental law-enforcement services within the City, including patrol, call response, coverage of shifts not filled by City officers, administrative and operational oversight of City law-enforcement operations to the extent lawfully performable, and assistance with records, evidence, property, and transition preparation. Sections 5.3, 5.4, 6.1, 6.4, 7.1, and 7.3 apply during the Interim Period. Sections 6.5, 9.1, 9.2, and Article 14 do not apply during the Interim Period.

(c) The Service Fee for Contract Year 1 is payable in two equal semiannual installments under Section 13.2. The first installment is due on or before October 1, 2026, and is not conditioned on the Operational Transfer Date or on completion of the conditions precedent in Article 4.

(d) Officer Payroll Credit. The City shall receive a credit against the April 1, 2027 installment equal to the City's documented employer loaded payroll cost, including wages, employer payroll taxes, retirement contributions, insurance, and workers' compensation premium, for each sworn City police officer remaining on the City payroll during the Interim Period, prorated daily. The credit terminates as to an officer upon that officer's separation from City employment or appointment as a

~~Deputy, whichever occurs first. The City shall deliver supporting documentation with its credit claim.~~

~~(e) The payments required by this Section are full consideration for the services described in subsection (b). Neither Party shall be required or entitled to enter a separate service, reimbursement, or cost sharing agreement for personnel, fuel, mileage, equipment, or other costs of law enforcement coverage provided within the City during the Interim Period.~~

~~(f) Outside Date. If the Operational Transfer Date has not occurred on or before March 31, 2027, either Party may terminate this Agreement upon thirty (30) days' prior written notice. Upon termination under this subsection the City shall pay all amounts accrued through the effective date, the County shall refund the portion of any installment attributable to the period after that date, and neither Party owes a termination fee, Transition Option Year payment, or Article 18 property transfer.~~

ARTICLE 4 CONDITIONS PRECEDENT

4.1 City Conditions.

Before the Operational Transfer Date, the City shall:

- ~~1. Adopt and publish an implementing ordinance that discontinues the municipal police department, replaces or amends City Code provisions assigned to the Police Department or Police Chief, and authorizes contracted enforcement by the Sheriff.~~
- ~~2.1.~~ Approve the Agreement and the Service Fee through official City Council action.
- ~~3.2.~~ Certify employee leave balances and satisfy all pre-transfer employment liabilities, including payout of balances exceeding County caps.
-  ~~4.3.~~ Complete the asset, records, evidence, DataMaster, contract, grant, and restricted-property inventories required under Articles 10 through 12.

4.2 County Conditions.

Before the Operational Transfer Date, the County shall:

1. Approve the Agreement, appropriations, and not fewer than nine authorized full-time law-enforcement officer positions, exclusive of the elected Sheriff.

Commented [HS2]: It seems like it would be easier for the two remaining officers to transition to the County as of 10/1. Then the parties do not have to figure out the credit, pay roll taxes, insurance, etc. If the intent really is to merge, then let's do it and keep this as simple as possible.

Commented [DG2R2]: Agreed, and this is the cleanest path. The Operational Transfer Date is now set at October 1, 2026 in Section 2 and Section 3.5, and Section 3.7(a) through (e) is struck, including the payroll credit. One structural change is required to make October 1 work, and it is the item the Sheriff raised about publishing deadlines. Section 4.1(1) currently makes adoption and publication of the ordinance discontinuing the Police Department a condition precedent to transfer, and Section 4.3 requires the joint readiness certification ten business days out. The Council's first opportunity is September 21, and the ordinance cannot be passed, published, and effective by October 1. Nothing about the County's authority depends on it: Section 1.6 grants the Sheriff express contractual enforcement and arrest authority within the City effective on the Operational Transfer Date, and Section 5.2 obligates deputies to enforce City ordinances. I have moved the ordinance from Article 4 to a post-transfer covenant with a sixty-day deadline and conformed Section 4.3 to run to the Operational Transfer Date. I have kept one sentence of Section 3.7 as a fallback: if primary responsibility has not in fact transferred on October 1, the City receives a daily prorated credit until it does.

2. Complete pre-employment screening and written appointments for the Transferred Officers, subject to applicable law.
3. Accept the designated assets, records, evidence, storage devices, and operational responsibilities.
4. Establish budget, payroll, fleet, sinking-fund, and accounting mechanisms for receipt and use of the Service Fee and the County fleet contribution.
- 4.5. Complete reassignment of the St. Paul Police Department originating agency identifier to the Howard County Sheriff's Office effective on the Operational Transfer Date.

4.3 Joint Readiness Certification.

At least ten business days before the proposed Operational Transfer Date. On or before the Operational Transfer Date, the Sheriff, County Clerk, and City Clerk shall complete a written readiness certification, with review by the City Attorney and County Attorney, confirming completion of the conditions in Sections 4.1 and 4.2; lawful dispatch, insurance, personnel, records, evidence, property, payment, and public-notice arrangements; and any required State, court, grantor, vendor, or other third-party approval, including any approval required by Neb. Rev. Stat. section 13-805. If the certification is incomplete, primary responsibility does not transfer and the Parties shall establish a later date under Section 3.5. A condition may be waived only by written approval of both governing bodies and acknowledgment by the Sheriff, and no waiver may excuse a requirement necessary for legality, officer authority, insurance, dispatch, chain of custody, secure records or evidence, or receipt of the first ~~monthly~~ Service Fee installment.

ARTICLE 5 LAW-ENFORCEMENT SERVICES

5.1 General Services.

Beginning on the Operational Transfer Date ~~Operational Transfer Date~~ ~~Contract Year~~, the Sheriff shall provide law-enforcement services within St. Paul substantially equivalent or superior in nature to the services ordinarily provided throughout Howard County in a professional and diligent manner consistent with generally accepted law enforcement practices, and at a level not less than the level of service ordinarily provided by the Sheriff's Office elsewhere in Howard County. Services include emergency response; patrol; criminal investigation; traffic enforcement and crash response; arrests and citations; warrant and process assistance; ordinance and code enforcement; evidence and records administration; court and prosecutor support; community problem-solving; special-event coordination; and other lawful duties ordinarily performed by a sheriff's office or city police department.

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Commented [HS3]: This is too vague and leaves the door open for the City to state that the sheriff's office is not diligent nor professional despite the level of service they are providing is the same as they provide throughout Howard County.

Commented [DG3R2]: Accepted. The City withdraws its language and Section 5.1 returns to the County's standard. Two cleanup edits are needed because the tracked deletions leave the sentence broken. The surviving fragment "at a level not less than the level of service ordinarily provided by the Sheriff's Office elsewhere in Howard County" now follows a period and should come out with the rest, and "Beginning on the Contract Year" should read "Beginning on the Operational Transfer Date." Restored text: "Beginning on the Operational Transfer Date, the Sheriff shall provide law-enforcement services within St. Paul substantially equivalent or superior in nature to the services ordinarily provided throughout Howard County."

5.2 City Ordinances.

To the extent authorized by Nebraska law and supported by legally sufficient City Code provisions, deputies shall enforce valid City ordinances within St. Paul. This contractual duty does not eliminate lawful officer discretion, constitutional requirements, prosecutorial judgment, or the need for legally sufficient evidence. The City shall maintain current ordinances, fine schedules, notices, forms, and municipal prosecutorial support.

5.3 State Law and Countywide Duties.

Nothing in this Agreement limits the Sheriff's state-law duties, countywide jurisdiction, mutual-aid responsibilities, court obligations, prisoner transports, emergency-management responsibilities, or duty to allocate personnel according to public-safety need.

5.4 No Separate City Unit.

The Sheriff is not required to establish a separate City division, maintain City-exclusive personnel, or display separate City insignia. Deputies and equipment funded or acquired in connection with this Agreement may be deployed anywhere in Howard County. The coverage and reporting commitments in Articles 6 and 14 remain fully applicable.

5.5 No Subcontracting of Primary City Coverage.

Primary law-enforcement coverage for the City shall be provided by the County through the Sheriff's Office under the Sheriff's command. The County shall not permanently or materially transfer, subcontract, delegate, or assign that primary responsibility to another political subdivision, law-enforcement agency, or private entity without prior written approval of both governing bodies, acknowledgment by the Sheriff, and an amendment under Section 20.4. This restriction does not prohibit ordinary mutual aid, temporary emergency assistance, multi-agency task forces, specialized investigative or tactical assistance, prisoner transport arrangements, a separate dispatch arrangement, or vendors providing equipment, technology, maintenance, training, or other support services. Such exceptions may not be used systematically to replace the Sheriff's Office as the primary provider under this Agreement. A successor Howard County Sheriff or ordinary change in Sheriff's Office personnel is not an assignment or subcontract.

5.6 No Reduction in Service.

The County shall not materially reduce the staffing, coverage, response capability, or contracted services provided to St. Paul for the purpose of reducing County cost while continuing to collect the full Service Fee. Any material reduction in staffing, coverage, response capability, or contracted services is a material contract-performance issue subject to the notice and cure provisions of Article 16. This Section does not limit the Sheriff's authority to deploy personnel according to public-safety need under Sections 5.3, 5.4, and 6.4.

ARTICLE 6 DEPLOYMENT, COVERAGE, AND RESPONSE OBJECTIVE

6.1 Continuous Countywide Coverage.

The Sheriff shall maintain continuous 24-hour law-enforcement coverage through a countywide deployment, on-call, and backup model. This is a coverage commitment, not a promise that a deputy will remain physically within City limits at every moment.

6.2 Documented Coverage Plan.

Before transition and annually thereafter, the Sheriff shall provide the City a nonconfidential summary of the coverage model, including regular shift coverage, on-call or relief coverage, supervisory availability, backup procedures, vacancy contingencies, and the method for maintaining City response when a deputy is handling a countywide call, transport, court duty, training, leave, or another unavoidable assignment.

6.3 Reasonable City Positioning.

When calls, staffing, officer safety, weather, transports, mutual aid, and countywide conditions permit, the Sheriff shall make constant reasonable efforts to position at least one on-duty deputy in or near St. Paul within a reasonable emergency-response distance.

6.4 Countywide Backup.

Any deputy positioned in or near St. Paul may leave to back up another deputy, respond to a higher-priority incident, conduct a transport, participate in a pursuit, provide mutual aid, or perform another legitimate law-enforcement function. Such operational movement does not constitute a breach. The staffing model shall maintain a reasonable method for continuing or restoring City coverage.

6.5 Five-Minute Emergency Objective.

For Emergency Calls originating within City limits, the Sheriff shall use reasonable efforts to achieve arrival of the first deputy within five minutes after dispatch. The objective does not apply to routine reports, delayed calls, code matters, administrative requests, or lower-priority calls.

6.6 Exceptions and Measurement.

The five-minute objective is not an absolute warranty, guaranteed outcome, or automatic breach standard. Exceptions include simultaneous higher-priority calls, officer-safety events, severe weather, road blockage, inaccurate or incomplete location information, mutual aid, transports, equipment failure, staffing emergencies, and circumstances beyond reasonable control. Performance shall be reviewed through the annual sampled response-time report required by Section 14.1.

6.7 Scheduling and Personnel Sustainability.

The Sheriff shall use the larger countywide staffing pool to distribute nights, weekends, holidays, on-call coverage, training absences, and emergency callback in a manner consistent with County policy and public-safety needs. This provision establishes a scheduling objective and relief structure, not a guaranteed shift, assignment, or personal schedule for any employee.

ARTICLE 7 COMMAND, LOCAL AUTHORITY, AND CITY VOICE

7.1 Exclusive Operational Control.

The Sheriff retains exclusive authority over hiring, appointment, revocation of appointment, discipline, supervision, scheduling, assignments, tactics, investigations, equipment, training, promotions, deployment, and operational policy, subject to applicable law and County policy.

7.2 City Legislative and Contract Authority.

The City retains local authority over adoption and amendment of City ordinances; municipal prosecution; City budgets and appropriations; City-owned facilities and retained property; contract-performance review; lawful service priorities; enforcement of this Agreement; amendment; renewal; and termination under its terms. Local control under this Agreement means enforceable policy, funding, reporting, and contract rights, not day-to-day command of deputies.

7.3 No Direction of Deputies.

The Mayor, City Council, City employees, and City contractors may not command an individual deputy, direct a specific investigation, influence charging decisions, obtain

confidential information without lawful authority, or participate in County personnel decisions.

7.4 City Requests and Priorities.

The Mayor or designated City official may request attention to traffic, ordinance, nuisance, neighborhood, business, school, event, and community concerns. The Sheriff shall consider such requests in good faith, document the operational response when reasonably requested, and determine the appropriate lawful response.

7.5 Direct Liaison and Quarterly Review.

The Sheriff shall designate a Sheriff's Office liaison and an alternate. The Sheriff, liaison, or alternate shall attend each regularly scheduled City Council meeting. The Sheriff's Office shall also provide a representative for a special City Council meeting when law enforcement or this Agreement is listed on the agenda and reasonable advance notice is provided. Once each quarter, the attendance shall include a formal contract update by the Sheriff or an appropriate command designee, and the County Board shall designate a Commissioner to attend. An unavoidable conflict is not a breach when the alternate or another appropriate representative attends, remote participation is permitted by law and accepted by the City, or the Parties promptly arrange a substitute appearance. Council attendance provides communication and contract oversight and does not grant the City operational command or access to confidential information.

ARTICLE 8 ORDINANCE, CODE ENFORCEMENT, AND PROSECUTION

8.1 Sheriff's Office Enforcement Duties.

A City ordinance, code, or nuisance matter may be initiated by a citizen complaint submitted on the form maintained by the City or by reasonable observation or enforcement by a law-enforcement officer acting within official duties. The Sheriff's Office shall provide the law-enforcement component of City ordinance and code enforcement to the extent lawfully performable by deputies or other authorized Sheriff's Office personnel. Enforcement priorities may reflect public-safety significance, severity, repeat violations, available evidence, prosecutorial guidance, staffing, and other legitimate law-enforcement demands. This Agreement does not require displacement of higher-priority public-safety duties or action unsupported by law or sufficient evidence.

8.2 Nuisance and Code-Enforcement Process.

For a matter initiated under Section 8.1, the Sheriff's Office shall handle intake, reasonable investigation, photographs or other documentation, identification of the

potentially applicable City Code provision with available City legal or administrative assistance, issuance of warnings, citations, or notices that law-enforcement personnel may lawfully issue, reasonable follow-up, and preparation of a Council-ready referral packet when formal City Council action is required. A sufficiently complete nuisance referral requiring Council action shall be submitted to the City Clerk no later than the Monday immediately preceding the next regular City Council meeting. If the matter cannot reasonably be completed by that deadline, it shall be submitted for the next practicable regular meeting.

 The City remains responsible for maintaining legally sufficient ordinances, forms, notices, fine schedules, property and ownership information, agenda processing, statutory notice and service, hearings, Council findings and orders, municipal prosecution and appeals, civil or administrative filings, liens and assessments, and technical building, zoning, housing, fire, health, environmental, engineering, licensing, or similar inspections not ordinarily performed by law-enforcement officers. Except for emergency action authorized by Section 8.4, the City also remains responsible for contractor procurement and supervision and physical abatement. The Parties shall coordinate so that referrals are documented without making the Sheriff's Office the City's legal counsel, technical inspector, contractor, or general civil-administration department.

8.3 Municipal Prosecution.

 The City shall retain and pay the City Attorney or municipal prosecutor for City ordinance prosecutions, appeals, legal advice, civil filings, and related municipal proceedings. The County Attorney remains responsible for state-law criminal matters within the County Attorney's lawful duties.

8.4 Third-Party and Emergency Abatement Costs.

 The City remains responsible for documented third-party and physical-abatement costs arising from City ordinance, nuisance, animal-control, or similar municipal matters, including towing not otherwise chargeable to a vehicle owner or other responsible party, extended animal boarding, nuisance cleanup, mowing, demolition, environmental remediation, specialized inspection, and private contractors.

Advance City authorization shall be obtained when reasonably practicable. When delay would create an immediate risk to persons, property, evidence, traffic safety, or public safety, the Sheriff's Office may select a reasonably qualified vendor and authorize reasonably necessary services on commercially reasonable terms. ~~The vendor should bill the City directly, and the City's payment obligation shall not require additional approval when the expense was reasonably incurred under this Section. Services authorized by the Sheriff's Office under this paragraph without advance City authorization shall not exceed One Thousand Dollars (\$1,000.00) per~~

incident. The vendor shall bill the City directly, and the claim shall be presented, audited, allowed, and paid under the City's ordinary claims procedure and applicable Nebraska law. The City shall not deny an otherwise valid claim solely on the ground that advance authorization was not obtained where the emergency conditions stated in this Section were in fact present and the charges are reasonable. Nothing in this Section authorizes the County or the Sheriff's Office to obligate City funds in excess of the stated per-incident limit or to displace the City Council's statutory authority over the allowance of claims.

The Sheriff's Office shall provide the City with prompt notice and reasonable supporting documentation. The County is not required to advance payment for a City expense. If immediate payment is necessary and the County advances the expense, the City shall reimburse the County within thirty (30) days after receiving the invoice and supporting documentation.

The City remains responsible for pursuing any available lien, assessment, reimbursement, or cost recovery. Except for emergency action authorized by this Section, contractor procurement, supervision, and physical abatement remain City responsibilities.

ARTICLE 9 PERSONNEL AND EMPLOYEE TRANSITION

9.1 County Staffing Floor.

During the Agreement, the County shall authorize and fund not fewer than nine full-time law-enforcement officers in the Sheriff's Office, exclusive of the elected Sheriff. The anticipated structure is a Chief Deputy, Captain, two Sergeants, Corporal, and four full-time Deputies. The Sheriff may change rank distribution without reducing the staffing floor.

9.2 Temporary Vacancies.

A resignation, retirement, hiring delay, or other vacancy is not an immediate breach when the Sheriff is making reasonable recruitment and coverage efforts. If the number of filled full-time positions counted toward the Section 9.1 staffing floor remains below nine for thirty consecutive calendar days, the Sheriff shall provide the City a written vacancy report identifying the number and rank of vacant positions, the date of the net staffing shortfall, recruitment efforts, anticipated hiring timeframe if known, and the interim coverage plan, without disclosing protected personnel information. The Sheriff's Office shall provide a written status update with each quarterly report until the staffing floor is restored.

If a continuous net staffing shortfall below nine remains uncorrected for ~~eighteen consecutive months~~three hundred sixty-five (365) consecutive days, the City shall receive a ~~prospective~~-credit beginning on the ~~first day of the nineteenth month~~three

hundred sixty-sixth (366th) consecutive day of the shortfall for each full-time equivalent position causing the shortfall. The annual credit for each position shall equal the County's then-current budgeted employer-loaded personnel cost for the vacant rank, including salary and employer payroll-tax, retirement, insurance, workers' compensation, and law-enforcement liability costs, less documented overtime, part-time, temporary, or other personnel costs reasonably incurred to provide substitute coverage for that vacancy. The credit shall be applied monthly against Service Fee installments and prorated daily for a partial month. A net staffing shortfall ends when the Section 9.1 staffing floor is restored; a later shortfall begins a new measurement period. Paid leave, protected leave, military leave, temporary disability, training, or another absence during which the position remains filled is not a vacancy for purposes of this Section. A position filled by a hired but not-yet-certified law-enforcement officer counts as filled for purposes of the Section 9.1 staffing floor, provided the position is funded and the officer is enrolled in or scheduled for the next available certification academy. If that officer fails to obtain certification or separates from County employment, the vacancy measurement resumes-restarts as of that date. Credit calculations shall be documented and subject to review under Article 17.

Commented [HS4]: The vacancy measurement cannot resume. It can restart. It can take up to 6 months to get someone into the academy. If they fail out the County is going to be at 1 year prior to the next one completing.

In the meantime, the other officers are going to be picking up shifts and ensuring the whole county is properly covered.

Commented [DG4R2]: Accepted, no change.

9.3 Transferred Officers as New County Hires.

Subject to successful completion of the screening, certification, legal-qualification, and written-appointment conditions in Section 4.2, the two current full-time City officers shall be considered new County hires and appointed as regular full-time Deputies. If an officer does not satisfy a lawful condition, the County and Sheriff have no duty to appoint that individual, but the County shall fill the staffing floor under Section 9.1 through another qualified candidate. The Parties shall coordinate City separation and County appointment dates to avoid an involuntary break in paid employment for each officer who satisfies the conditions. Neither officer receives a guaranteed supervisory rank. A later Sergeant selection shall occur through the Sheriff's competitive process open to all qualified and interested deputies.

9.4 Employment Status.

The Transferred Officers shall be appointed as regular full-time Deputies and shall not be required to complete a new-hire probationary period solely because they are transferring from City employment, unless otherwise required by applicable law, certification requirements, or County policy. They shall otherwise have the same employment status, including any applicable at-will status, evaluations, discipline, procedural protections, and separation standards as similarly situated County deputies.

Nothing in this Agreement guarantees continued employment or appointment, requires cause for separation unless independently required by law or County policy,

or creates an individual employment contract or property interest in continued employment.

9.5 Discipline, Revocation of Appointment, and Separation.

Nothing in this Agreement limits the Sheriff's statutory authority to appoint or revoke the appointment of a deputy or otherwise limits discipline or separation permitted by applicable law and County policy. A Transferred Officer may be disciplined, have his or her appointment revoked, or be separated from County employment under the same standards applicable to similarly situated County deputies, including at-will separation when applicable.

Permissible grounds include, without limitation, loss or suspension of certification or legal qualification, material dishonesty, inability to perform essential duties with or without reasonable accommodation, misconduct, violation of County or Sheriff's Office policy, voluntary separation, retirement, or any other lawful basis. Nothing in this Section creates a requirement that discipline or separation be supported by just cause unless independently required by applicable law or County policy.

9.6 Staffing Commitment; No Individual Employment Guarantee.

During the term of this Agreement, the County shall maintain the authorized and funded staffing floor required by Section 9.1, subject to the temporary-vacancy provisions of Section 9.2. The County and Sheriff may reorganize ranks and assignments without reducing the required staffing floor.

This staffing commitment applies to the number of authorized and funded positions and does not guarantee continued employment, appointment, rank, assignment, compensation, or any other employment benefit to a particular individual. Nothing in this Section limits the Sheriff's statutory authority concerning appointment, revocation of appointment, discipline, assignment, supervision, or command.

9.7 Recognition of Prior City Service.

Prior continuous City service shall be recognized only for determining the applicable County vacation and sick-leave accrual tiers. This limited recognition does not alter the officers' County hire dates or create seniority for promotions, assignments, scheduling, layoffs, rank, or any other personnel decision.

Retirement participation, service credit, vesting, contribution obligations, and treatment of prior City employment shall be determined exclusively by applicable law and the governing NPERS plan rules. Nothing in this Agreement grants retirement service credit or requires the County to make any employer contribution beyond what is independently required by law or NPERS.

9.8 Benefits and Leave Balances.

Transferred Officers shall enroll in County insurance, benefits, and retirement programs under applicable eligibility rules. Certified vacation and sick balances may transfer only up to County maximums.

9.9 Allocation of Employment Liabilities.

The City remains responsible for wages, taxes, benefits, leave, workers' compensation, claims, grievances, and obligations arising from City employment before the Operational Transfer Date. The County is responsible for County employment obligations arising after that date.

ARTICLE 10 VEHICLES, EQUIPMENT, AND PROPERTY

10.1 Complete Inventory and Election.

Before the Operational Transfer Date, the Parties shall identify each City police asset by description, condition, quantity, serial number or VIN, title status, restriction, remaining useful life, estimated fair value, and intended disposition. The City may retain or lawfully sell an item that the County does not need. The County is not required to accept obsolete, unsafe, restricted, incompatible, or unnecessary property.

10.2 Fair-Value Method.

For each asset proposed for transfer, the Parties shall agree on a reasonable value based on age, condition, mileage or usage, remaining useful life, grant or vendor restrictions, and available market comparisons. The agreed value and disposition shall be recorded in the jointly certified asset inventory. For an asset identified as potentially returnable or reimbursable under Section 10.6, the inventory shall also state the amortization method and period. If the inventory omits that term, the agreed value shall be amortized on a straight-line basis over the five-year initial term beginning on the Operational Transfer Date, with no residual value. If the Parties cannot agree on value or disposition, the City may retain the item unless it is operationally necessary and a different written resolution is approved.

10.3 Title and Countywide Use.

Upon lawful transfer, the County may deploy the property anywhere in Howard County. Unless restricted by law, grant, court order, or vendor term, the County may repair, modify, replace, trade, sell, or dispose of transferred property and retain proceeds, subject to the unamortized-value protections in this Agreement.

10.4 Condition and Warranties.

Property transfers as-is, except that the City warrants it has disclosed known ownership restrictions, liens, material defects, grant terms, and pending claims. Titles, maintenance records, passwords, licenses, warranties, and manuals shall be delivered when available.

10.5 Restricted Property.

Federal surplus, grant-funded, leased, licensed, or otherwise restricted property transfers only through the required agency, grantor, lessor, vendor, or State Coordinator approval. No Party shall treat restricted property as ordinary surplus.

10.6 Property Disposition Following Authorized Expiration or Termination.

- (a) Normal Expiration or Nonrenewal. Property disposition following completion of the current term and the Transition Option Year is governed exclusively by Article 18.
- (b) Mutual Termination. A mutual written termination agreement shall include a lawful continuity and property-disposition plan addressing Transferred Assets, replacement property, records, evidence, restricted property, outstanding payment obligations, and the Sheriff's Office Sinking Fund.
- (c) County Breach or Unauthorized County Termination. If this Agreement ends because of the County's uncured material breach, repudiation, or unauthorized cessation of performance without City breach, the County shall return property expressly identified as returnable in the jointly certified inventory or reimburse its unamortized agreed value; provide a credit or refund for prepaid Service Fee amounts attributable to periods after the effective termination date when contracted services are not provided; and cooperate in the lawful transfer of records, evidence, active matters, and operational responsibility. These remedies are subject to legal restrictions, disclosed ordinary wear, damage offsets, and the City's right to recover other direct damages or documented transition costs permitted by law.
- (d) City Breach or Unauthorized City Termination. If this Agreement ends because of the City's uncured material breach, repudiation, nonpayment, or unauthorized cessation of performance without County breach, all Transferred Assets, replacement property, sale or insurance proceeds, vehicles and equipment acquired or maintained through the Service Fee, and Sheriff's Office Sinking Fund balances shall remain County property. The City has no Article 18 property-transfer right and remains responsible for unpaid amounts, unamortized

contractual commitments reasonably incurred for performance, documented transition costs, and other damages permitted by law.

10.7 Reciprocal Unauthorized-Termination Protections.

A Party that repudiates this Agreement, ceases required performance, or attempts to terminate outside an authorized expiration or termination provision, and without the other Party's uncured material breach, a controlling court order, legal impossibility, or a mutual written termination agreement, commits a material breach subject to Section 16.5. The nonbreaching Party is entitled to the applicable property treatment in Section 10.6 and any other remedy permitted by law. Neither Section 10.6 nor this Section is intended as a penalty or permits duplicate recovery. A damages award shall account for proven avoided costs, mitigation, insurance or sale proceeds, and value otherwise recovered. Public records, evidence, seized property, firearms, grant-funded property, licensed technology, and other restricted property shall be transferred, retained, or disposed of only as permitted by law, court order, grant term, or vendor restriction.

10.8 Relocation of Storage Devices.

Before or promptly after the Operational Transfer Date, the County may remove from the former City police facility and relocate to the Sheriff's Office any transferred lockers, shelving, cabinets, safes, evidence-storage systems, or similar storage devices accepted by the Sheriff. The City shall provide reasonable access for safe removal. Upon lawful transfer, the devices become County property and may be used for evidence, records, equipment, or other Sheriff's Office storage purposes.

10.9 No Real Property or Facility Obligation.

No real property is acquired, held, jointly owned, transferred, or disposed of under this Agreement. The County and Sheriff have no obligation to occupy, staff, lease, maintain, repair, secure, or operate the former City police facility or any other City premises. Any future facility use, lease, license, improvement, or real-property arrangement requires a separate written amendment approved under Section 20.4.

ARTICLE 11 RECORDS, CASES, EVIDENCE, AND SEIZED PROPERTY

11.1 Continuity of Cases.

The County shall accept custody of open and closed police reports, active investigations, pending prosecutions, appeals, post-conviction matters, cold cases, discovery materials, evidence, seized property, found property, and related records necessary for continuity.

11.2 Inventory and Chain of Custody.

Transfer shall occur through the jointly certified inventory and chain-of-custody process. Court-controlled, forfeiture, firearm, controlled-substance, biological, digital, and hazardous items shall be handled under applicable orders, statutes, retention rules, and safety protocols.

11.3 Custodian After Acceptance.

After written acceptance, the Sheriff becomes the operational custodian of transferred law-enforcement records and evidence for retention, discovery, subpoena, public-record response, prosecution, and lawful disposition. The City shall provide reasonable assistance, authentication, testimony, system access, and historical context.

11.4 Pre-Transfer Responsibility.

The City remains responsible for undisclosed shortages, known chain-of-custody defects, unlawful pre-transfer destruction, and legal obligations arising from City custody or conduct before acceptance. The County is responsible for custody and administration after acceptance.

11.5 No Automatic Destruction and Applicable Retention Schedules.

No record, evidence item, or property shall be destroyed, released, or otherwise disposed of merely because the City Police Department is discontinued.

Before written acceptance by the County under Section 11.3, disposition shall comply with the retention schedules applicable to the City as custodian. After written acceptance, disposition shall comply with the retention schedules applicable to the County and Sheriff's Office as custodian. In all instances, disposition remains subject to court jurisdiction, public-record law, evidence and property statutes, forfeiture law, applicable State requirements, and any other controlling legal obligation.

ARTICLE 12 DATAMASTER AND ASSOCIATED RECORDS

12.1 Existing and Replacement DataMaster Transfer.

The City shall transfer the existing DataMaster, related equipment, accessories, maintenance history, quality-control records, operator records, passwords, and available documentation to the County, subject to applicable State ownership, certification, program, grant, vendor, and transfer requirements.

The City shall also transfer the grant-funded replacement DataMaster currently on order, together with all associated equipment, accessories, warranties, purchase records, grant documentation, and available operating materials, promptly after it is received. This obligation applies whether the replacement DataMaster is received before or after the Operational Transfer Date and survives the prior transfer or acceptance of the existing DataMaster.

The City shall maintain the replacement order and related grant in good standing and shall not cancel, redirect, dispose of, encumber, or materially alter the order without the County's written agreement, except as required by the grantor or applicable law. The Parties shall cooperate in obtaining any State, grantor, program, vendor, or other approval required for transfer. If grant restrictions temporarily prevent transfer of title, the Parties shall take all lawful steps necessary to place the replacement DataMaster in the Sheriff's Office's operational custody and use until title may be transferred or another arrangement is approved by the grantor.

The County does not assume liability for pre-transfer grant noncompliance, repayment obligations, matching requirements, or reporting deficiencies unless expressly accepted in writing. Any fair-value treatment shall be documented under Article 10 and shall account for transferable ownership, grant funding and restrictions, and whether the transfer avoids a planned County purchase.

12.2 Post-Transfer Responsibility.

After acceptance, the County is responsible for operation, calibration, maintenance, operator qualification, evidentiary records, and compliance with applicable Nebraska requirements.

ARTICLE 13 PAYMENT AND FINANCIAL TERMS

13.1 Flat Service Fee.

The City shall fund the annual Service Fee as consideration for the complete package of services and transition obligations. The Year 1 and Year 2 Service Fee is \$500,000. Except for expressly reimbursable third-party expenses, qualifying extraordinary costs under Sections 13.8 and 13.9, and approved amendments, the County bears ordinary cost variation within the flat fee.

13.2 ~~Monthly~~Semiannual Payment Structure.

~~The Service Fee shall be paid to and received by the County Clerk in twelve monthly installments. The installments shall be as nearly equal as practicable to the cent, and the final installment of each Contract Year shall be adjusted so the installments total the exact annual Service Fee. The first installment is due on or before the Operational~~

from Acct
Approved on Agenda
↓

* Transfer Date as a condition precedent to transfer of primary responsibility. Each later installment is due in advance on or before the first business day of the applicable month. A partial first or final month shall be prorated on a daily basis unless the Parties agree otherwise in writing. The Service Fee shall be paid to and received by the County Clerk in two (2) equal semiannual installments in each Contract Year, due on or before October 1 and on or before April 1 of that Contract Year. The first installment of Contract Year 1 is due on or before October 1, 2026, and is not conditioned on the Operational Transfer Date. The installments shall be as nearly equal as practicable to the cent, and the second installment of each Contract Year shall be adjusted so the installments total the exact annual Service Fee. Payment is complete when received by the County Clerk. All Service Fee payments shall be remitted directly to the County Clerk. A payment made to a vendor on the County's behalf reduces the amount due only when the County has given prior written authorization and confirms a dollar-for-dollar credit. If this Agreement terminates under Section 3.7(f) or Section 16.5, or by controlling court order or legal impossibility, before the end of a period for which the City has paid, the County shall refund to the City, within sixty (60) days after the effective date of termination, the portion of the Service Fee attributable to the period after that date during which contracted services are not provided, prorated on a daily basis. No refund or proration is owed upon ordinary expiration, nonrenewal, or a termination for convenience under Section 3.6, each of which takes effect at the end of a Contract Year. Each Party's payment obligations in any Contract Year are subject to lawful appropriation by its governing body, and each Party covenants to request and to consider in good faith the appropriations necessary to perform this Agreement.

13.3 Annual Schedule.

Year 1 is \$500,000. Year 2 is \$500,000. Year 3 is \$530,000. Year 4 is \$561,800. Year 5 is \$595,508. The Service Fee for each Contract Year of the initial term is the fixed amount stated in the table below, and is not adjusted by the annual adjustment percentage. The annual adjustment percentage ("AAP") is 6.0%. The annual adjustment percentage ("AAP") for each Contract Year after the initial term is three and one-half percent (3.5%). Beginning in Year 3, the preceding year's annual Service Fee increases by the AAP. Beginning with the first Contract Year of any renewal term, the preceding year's annual Service Fee increases by the AAP. The same adjustment applies during a renewal term, the Transition Option Year, and a readiness holdover unless formally amended. Rates for the renewal term will be negotiated at the time of renewal.

Contract year	HCSO Service Fee
Year 1	\$500,000.00
Year 2	\$500,000.00

Commented [H55]: The discussion has been that the rates would be renegotiated at the renewal meeting because we have no idea what things will look like.

Commented [DG5R2]: Accepted. The table governs the initial term and renewal rates are negotiated at renewal. Removing the AAP definition leaves two orphaned references that have to be repaired or the document will not read. Section 18.6 indexes the officer-equipment cap "by the AAP," and Section 18.9 escalates the readiness holdover "by the AAP." I propose fixing the Section 18.6 cap at \$32,000 with no indexing, and deleting the escalation phrase in Section 18.9, which is surplusage in any event because the holdover is capped at twelve months. I have also added one sentence to Section 3.3 so the renewal mechanism is explicit: a renewal is not effective unless the written renewal approved by both governing bodies states the Service Fee for each Contract Year of the renewal term.

Contract year	HCSO Service Fee
Year 3	\$530,000.00
Year 4	\$561,800.00
Year 5	\$595,508.00
Five-year total	\$2,687,308.00

13.4 ~~Reserved~~ Dispatch and Communications Center Services.

Dispatch and communications center services are provided under a separate interlocal agreement between the Parties and are not included in, funded by, amended by, superseded by, or otherwise affected by this Agreement. Amounts payable by the City for dispatch and communications center services shall be determined solely under that separate agreement and its formula, and nothing in this Agreement modifies the notice, formula, or amendment provisions of that agreement.

\$ 44,100
26-27

13.5 Shared Annual Vehicle and Upfit Plan.

The Parties shall maintain a planned annual patrol-vehicle and required-upfit allocation within the Service Fee. The City-funded allocation is \$37,500 ~~in Year 1 and \$37,500 in Year 2. Beginning in Year 3, the preceding year's City-funded allocation increases by the AAP in each Contract Year of the initial term. Beginning with the first Contract Year of any renewal term, the preceding year's City-funded allocation increases by the AAP~~ will be negotiated by the parties. The County shall budget or deposit an equal matching allocation from County resources. The City-funded allocation and County match may be deposited into the Sheriff's Office Sinking Fund or directly expended for a patrol vehicle and required upfit. The scheduled allocations are planning and restricted-funding amounts rather than separate reimbursable invoices, and purchase timing may be adjusted to account for availability, useful life, market conditions, fleet needs, and available sinking-fund resources. Unused vehicle allocations remain in the Sheriff's Office Sinking Fund, do not revert to the City, and do not reduce a later Service Fee. If the documented quoted price of a substantially equivalent standard patrol vehicle and required upfit exceeds the then-current total planned package amount by more than 10%, the Sheriff shall include the variance in the annual fleet summary and the Parties shall meet in good faith to review purchase timing, package scope, available sinking-fund resources, and whether a written amendment or Sections 13.8 and 13.9 apply. Ordinary price variation creates no City payment obligation beyond the Service Fee. A material change in vehicle type, package scope, replacement timing, or allocation requires written approval by both governing bodies. Reusable radios, radar, cameras, consoles, cages, and similar serviceable equipment shall be transferred or reused when lawful and cost-effective.

Commented [H56]: This is adjusted to reflect the negotiation of the new rates for the renewal term.

Commented [DG6R2]: Accepted, no change

13.6 Cost Breakdown, Sinking Fund, and Conservative Allowances.

- (a) Planning Allocation. The cost breakdown is a planning allocation supporting the flat Service Fee, not a set of separate reimbursable invoices or guaranteed spending floors. The Year 1 model includes \$336,889.76 for personnel, benefits, and insurance; \$20,850 for the officer-equipment package; \$17,332 for the AXON contract; \$55,741 for other operations and technology; and \$37,500 for the City's vehicle/upfit allocation, for a total projected program cost of \$468,312,7672. Conservative insurance and lifecycle allowances protect against known cost volatility. The County is not required to refund ordinary line-item variance.
- (b) Quarterly Expense Report. Within forty-five days after each Quarter, the County shall present to the City Council a report showing Service Fee payments received; expenditures paid from or accounted for within the contracted-services budget through the end of the Quarter, stated in broad categories; material fleet, equipment, technology, personnel, insurance, or operational expenditures; known qualifying extraordinary-cost matters; and any undisputed City payment obligation then outstanding. The report may be prepared on a cash or budgetary accounting basis consistent with County practice and shall identify the basis used.
- (c) Annual Sinking Fund Report. After the close of each County budget year, any unexpended Service Fee balance shall be deposited or retained in the Sheriff's Office Sinking Fund. Within ninety days after annual closing, the County shall present to the City Council a report showing the beginning balance; the annual unexpended Service Fee amount deposited or retained; other deposits and investment earnings, if any; aggregate withdrawals and material transactions; known payment obligations or encumbrances; and the ending balance. The report need not promise, forecast, or identify a future use for an uncommitted balance.
- (d) Status of Funds and Reports. The Sheriff's Office Sinking Fund remains County property restricted and available exclusively for lawful Sheriff's Office purposes. Except as provided in Section 18.7, no ~~No~~ balance reverts to the City or reduces a later Service Fee unless both governing bodies approve a written amendment. The reports required by this Section are oversight and accounting tools; they do not convert the flat Service Fee into cost reimbursement, create a City ownership interest or refund right, or grant the City authority to direct Sheriff's Office expenditures.

13.7 Payment Default.

A missed or incomplete payment is a material breach if not cured within 30 days after written notice. The City shall pay all undisputed amounts while any disputed portion follows Article 17. The County may recover lawful interest and reasonable collection

Commented [DG7]: Initial change was a miscalculation on my part. \$486,312.76 is correct amount.

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costs to the extent permitted by law. Payment default does not authorize abrupt abandonment of public-safety coverage, but all contractual remedies and continuity provisions remain available.

13.8 Qualifying Extraordinary Costs.

For purposes of Sections 13.8 and 13.9, the Party incurring a claimed extraordinary cost is the "Affected Party" and the other Party is the "Other Party." A qualifying extraordinary cost is a documented, non-discretionary annual cost directly attributable to the Affected Party's performance of this Agreement that exceeds ordinary cost variation covered by that Party's agreed obligations and arises after execution from: (a) a change in law, regulation, binding court order, or mandatory governmental standard; (b) a mandatory increase in an employer retirement contribution, workers' compensation charge, law-enforcement liability premium, health-insurance premium, or risk-pool assessment beyond the amount reasonably covered by the agreed financial structure; (c) a new unfunded governmental mandate; or (d) a material service expansion requested by the Other Party and accepted in writing by the Affected Party. A single event or related series of events qualifies only when its documented annual incremental cost equals or exceeds the higher of \$10,000 or 2% of the then-current annual Service Fee. Ordinary wage progression, routine benefit changes, fuel, overtime, vacancies, repairs, routine inflation, costs caused by the Affected Party's breach or unreasonable delay, and costs expressly allocated to the Affected Party elsewhere in this Agreement do not qualify unless directly caused by an event listed in clauses (a) through (c). No Party may recover the same cost through this Section and another reimbursement, insurance recovery, grant, credit, Service Fee allowance, or amendment.

13.9 Extraordinary-Cost Calculation and Payment.

The Affected Party shall give written notice describing the qualifying event, the annual incremental cost, the reasonable method used to determine the portion allocable to the Other Party (the "Other-Party Allocable Share"), and all material supporting records. Allocation shall reflect causation, requested service scope, contractual responsibility, direct benefit, and available credits or recoveries. Notice shall be provided at least sixty days before the requested payment or credit start when practicable, and the Parties shall meet within twenty days after notice.

When the threshold in Section 13.8 is met, a City Allocable Share of a County extraordinary cost is an additional contractual payment obligation paid to the County Clerk in equal installments over the remaining months of the applicable Contract Year, beginning with the first full month at least forty-five days after notice. A County Allocable Share of a City extraordinary cost shall be applied as a credit against the City's next Service Fee installments on the same timing. If a final County credit cannot be fully applied before this Agreement ends, the remaining credit shall be paid

to the City within sixty days after final determination, to the extent permitted by law. No County extraordinary cost shall become a payable obligation of the City until the City Council has appropriated the City Allocable Share by official action. If the City Council declines to appropriate, the County's remedy is the dispute process in Article 17, and no amount accrues against the City in the interim. Notice, documentation, negotiation, or submission of an extraordinary-cost request does not constitute City approval. The Other Party may dispute qualification, allocation, or calculation under Article 17, but shall timely pay or allow the undisputed portion. An amount paid under written protest shall be credited or refunded if a final agreement or judgment determines it was not owed. This process is not a unilateral amendment of the Service Fee or operational scope. A service expansion under Section 13.8(d) is not effective until the Affected Party accepts it in writing and both governing bodies approve any operational scope change required by Section 20.4.

13.10 Budget and Audit Records.

Each Party shall budget and account for its obligations under Nebraska law. The County Clerk shall maintain records of City payments and Agreement administration. The County shall retain records sufficient to support an extraordinary-cost request, reimbursable expense, annual fleet contribution, sinking-fund activity, and annual interlocal reporting. The flat Service Fee is not subject to routine line-item reconciliation. The City, upon not less than ten (10) business days' prior written notice, during normal business hours, and not more often than once per Contract Year absent a specific documented concern, may inspect and audit, at its own expense, those records reasonably necessary to verify extraordinary-cost requests, reimbursable expenses, annual fleet and equipment allocations, Sheriff's Office Sinking Fund activity attributable to City-funded amounts, and staffing-credit calculations under Section 9.2. The County shall retain such records for not less than seven (7) years after the applicable expenditure or the termination of this Agreement, whichever is later, unless a longer period is required by law. This right does not extend to confidential personnel, investigative, or criminal-history records and does not convert the flat Service Fee into cost reimbursement.

ARTICLE 14 REPORTING AND CITY COUNCIL REVIEW

14.1 Response and Coverage Measures.

Within sixty days after the end of each Contract Year, the Sheriff's Office shall present an annual sampled response-time report to the City Council. Using a documented random-selection method, the Sheriff's Office shall select three qualifying Emergency Calls originating within City limits from each Quarter, for a target sample of twelve calls per Contract Year. If fewer than three qualifying calls occurred in a Quarter, the report shall include every qualifying call and explain the shortfall. A selected call may be replaced only when it was canceled before response,

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reclassified below emergency priority, contains materially unreliable dispatch or arrival data, or otherwise does not satisfy the Emergency Call definition; the report shall state the reason for replacement. ~~Within forty-five (45) days after the end of each Quarter, the County shall present to the City Council an aggregate response time report covering all Emergency Calls originating within City limits during that Quarter. The report shall be derived from dispatch records already maintained by the communications center, may be prepared and delivered by the communications center or the County Clerk, and shall state the total number of such calls, the median and average elapsed time from dispatch to first law enforcement arrival, the number and percentage of calls meeting the five-minute objective stated in Section 6.5, and the number and percentage of calls exceeding ten (10) minutes.~~

Commented [HS8]: This is non-negotiable to the County. The initial offer was 3 calls per quarter. The time response on a call can have multiple factors. The City's own police department wasn't responding in 5 minutes.

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For each sampled call, the report shall identify the Quarter, dispatch priority, elapsed time from dispatch to first law-enforcement arrival, whether the five-minute objective was met, and any documented Section 6.6 exception. The report shall state the median sampled response time for each Quarter and for the Contract Year. ~~The report shall summarize any documented Section 6.6 exceptions by category and count.~~ It shall not disclose confidential case information, personal identifying information, or sensitive deployment details. The ~~sample report~~ is a limited oversight and trend-review tool, not a statistically comprehensive performance audit, absolute warranty, or automatic breach standard. ~~If the reports for two (2) consecutive Quarters show that fewer than sixty percent (60%) of Emergency Calls met the five-minute objective, either Party may request a good-faith meeting under Section 17.1(2) to review the results. A meeting under this Section is the City's exclusive remedy under this Section and does not itself establish a breach of this Agreement.~~

14.2 Avoiding Improper Operational Detail.

Operational reports under this Article need not include exhaustive patrol-hour accounting, individual case details, confidential intelligence, juvenile or medical information, protected personnel information, or sensitive operational statistics. Information may be withheld or summarized when disclosure would violate law, compromise safety, interfere with an investigation, or reveal sensitive deployment.

14.3 Quarterly Council Appearance.

Once each Quarter, the City shall place a formal law-enforcement contract update on a regular City Council agenda. The Sheriff or an appropriate command designee shall present the update, and the County Board shall designate a Commissioner to attend. Section 7.5 governs routine liaison attendance, substitutions, unavoidable scheduling conflicts, and the limitation on operational control.

14.4 Equipment and Financial Statement.

The County shall provide the quarterly expense reports and annual Sheriff's Office Sinking Fund report required by Section 13.6. At least annually, the County shall also provide a summary of fleet purchases, major replacements, County fleet contributions, known next-year equipment needs, and extraordinary-cost issues. These summaries are oversight tools and do not convert the flat Service Fee into cost reimbursement, create a City ownership interest in the Sinking Fund, or grant the City operational or spending control.

14.5 Citizen and Deputy Complaints.

The City may forward citizen complaints concerning deputy conduct. Investigation, discipline, and personnel records remain exclusively within the Sheriff's Office and County process. The City may receive confirmation that a complaint was reviewed and a lawful aggregate or general status, but not confidential personnel information.

ARTICLE 15 INSURANCE, LIABILITY, AND CLAIMS

15.1 Separate Responsibility.

Each Party remains responsible for its own negligence, employees, property, records, contracts, and legal obligations. Liability shall be allocated according to applicable Nebraska law, including the Political Subdivisions Tort Claims Act.

15.2 City Responsibility.

The City remains responsible for pre-transfer City employment and police conduct, undisclosed pre-transfer records or evidence deficiencies, City prosecution, and extraordinary municipal abatement expenses.

15.3 County Responsibility.

The County is responsible for Sheriff's Office operations, County personnel, accepted records and evidence custody, and County property after the Operational Transfer Date, subject to statutory defenses and limits.

15.4 Coverage.

The County shall maintain participation in the Nebraska Intergovernmental Risk Management Association (NIRMA), and the City shall maintain participation in the League Association of Risk Management (LARM), with coverages appropriate to each Party's responsibilities under this Agreement. If either program becomes unavailable to a Party, that Party may obtain successor or substantially equivalent self-insurance, risk-pool, or insurance protection. Each Party shall provide evidence of current coverage at least annually and shall give prompt written notice of a material

cancellation, nonrenewal, or reduction affecting performance of this Agreement. Each Party is solely responsible for its own premiums, contributions, deductibles, self-insured retentions, exclusions, and uncovered obligations. Neither Party is required to name the other as an additional insured unless separately agreed in writing. This Section does not waive or expand liability, indemnity, immunity, statutory defenses, claim procedures, or damage limits.

15.5 Indemnity Limited by Law.

To the extent permitted by Nebraska law, each Party shall defend and indemnify the other Party from claims caused by its own negligence or intentional misconduct. No Party indemnifies another for the other Party's negligence, intentional misconduct, or obligations allocated to that other Party. Nothing waives immunity, defenses, limits, notice requirements, or protections provided by law.

ARTICLE 16 BREACH, CURE, AND CONTINUITY

16.1 Ordinary Material Breach.

A Party alleging material breach shall provide written notice describing the breach and requested cure. Except for payment default, the responding Party has 90 days to cure or, if cure reasonably requires longer, to begin cure within 90 days and proceed diligently under a written plan.

16.2 Payment Cure.

A payment default must be cured within 30 days after written notice.

16.3 Immediate Protective Action.

A Party may take immediate protective action when continued performance is unlawful, creates a serious and imminent public-safety risk, or violates a court order. The action shall be limited to what is reasonably necessary, and the Parties shall promptly establish a lawful continuity plan.

16.4 No Abrupt Abandonment.

Except when performance is legally impossible, law-enforcement coverage shall not be abruptly abandoned. The Parties shall prioritize emergency continuity, dispatch coordination, evidence protection, public notice, and transition of active cases.

16.5 Termination for Uncured Material Breach.

After the applicable cure period expires, the nonbreaching Party may terminate for an uncured material breach by written notice stating the grounds and proposed effective date. The proposed effective date shall be at least 180 days after that notice. The City shall establish a lawful successor coverage arrangement by the proposed effective date. If the successor arrangement is not operational by then, the County shall continue lawful services and the City shall continue all payment obligations, but, to the extent permitted by law, the County may make termination effective on or after the 365th day following notice unless a court orders or the Parties agree otherwise. Until the effective date, the Parties shall continue required performance and the City shall continue all ~~monthly~~ Service Fee, reimbursement, extraordinary-cost, and undisputed payments. ~~The Transition Option Year and planned Article 18 property transfers do not apply to a termination for breach. The Transition Option Year does not apply to a termination for breach. The planned Article 18 property transfers do not apply to a termination arising from the City's uncured material breach. Upon a termination arising from the County's uncured material breach, however, the City shall receive the three patrol vehicles and three officer-equipment packages described in Sections 18.4 through 18.6, or their documented fair cash equivalent at the County's election, in addition to the remedies stated in Section 10.6(c).~~ Sections 10.6 and 10.7 govern reciprocal property disposition and remedies. Accrued payment, records, evidence, property, confidentiality, claim, and transition obligations survive as necessary to complete an orderly handoff. This Section creates no right to terminate for convenience.

ARTICLE 17 DISPUTE RESOLUTION

17.1 Escalation.

A dispute shall proceed through the following steps unless emergency judicial relief is necessary:

1. Written notice describing the dispute, requested relief, and relevant contract provision.
2. Good-faith meeting among the Sheriff, Mayor, and designated City and County officials.
3. Nonbinding mediation with a mutually selected Nebraska mediator if unresolved.
4. Litigation in a court of competent jurisdiction in Nebraska only after mediation fails or emergency judicial relief is necessary.

17.2 Continued Performance.

During a dispute, the Parties shall continue public-safety performance and all undisputed payments to the extent lawful and reasonably possible.

17.3 No Binding Arbitration.

No dispute is subject to binding arbitration unless separately approved in writing by both governing bodies after the dispute arises.

ARTICLE 18 TRANSITION OPTION YEAR AND REESTABLISHMENT

18.1 Activation by City.

The City may elect not to renew this Agreement. Reestablishment of a municipal police department may become effective only after completion of the then-current initial or renewal term and one additional paid Transition Option Year. The City shall adopt a formal resolution and deliver written notice to the County and Sheriff at least 365 days before the current term ends. At the time of notice and through turnover, the City shall remain current in its obligations and shall not be in uncured material breach. Notice does not suspend or reduce any current-term or Transition Option Year obligation and may be withdrawn only by mutual written agreement.

18.2 Activation by County.

The County may elect not to renew this Agreement. Discontinuation of contracted services through nonrenewal may become effective only after completion of the then-current initial or renewal term and one additional paid Transition Option Year. The County shall adopt a formal resolution and deliver written notice to the City and Sheriff at least 365 days before the current term ends. At the time of notice and through turnover, the County shall remain current in its obligations and shall not be in uncured material breach. Notice does not suspend or reduce any current-term or Transition Option Year obligation and may be withdrawn only by mutual written agreement.

18.3 Services and Payment During Option Year.

Unless this Agreement has been terminated under Article 16, ended by controlling court order or legal impossibility, or ended through a mutual written termination agreement, the paid Transition Option Year begins automatically when the then-current term expires without a renewal affirmatively approved by both governing bodies, whether or not either Party delivered the 365-day notice described in Sections 18.1 and 18.2. During the Transition Option Year, the County shall continue contracted services and the City shall continue ~~monthly~~ Service Fee payments, reimbursements, extraordinary-cost obligations, and other amounts due under this Agreement. The annual Transition Option Year Service Fee equals the prior year's

fee increased by ~~the AAP~~ six percent. The Parties shall coordinate successor staffing, records, evidence, dispatch readiness, licensing, public communication, property selection, and operational turnover.

Commented [HS9]: With the 18 month option to extend there should be plenty of time to negotiate a fair number. If not, then the transition year needs to be a 6%. That should incentivize the city to get something agreed upon.

18.4 Three Serviceable Patrol Vehicles.

After successful completion of the Transition Option Year, full payment of all City obligations, and satisfaction of Section 18.8, the County shall transfer to the City three used but serviceable patrol vehicles selected by mutual good-faith agreement of the City and County, with operational input from the Sheriff. The Parties shall begin reviewing available vehicles no later than ninety days before the planned turnover and shall consider age, mileage, condition, maintenance history, configuration, remaining serviceability, and the reasonable fleet needs of both Parties. The selection shall be equitable and shall not be used to confer an unfair benefit or impose an unreasonable burden on either Party. Neither Party shall unreasonably withhold agreement. The City may inspect available vehicles and review available maintenance records before selection.

Commented [DG9R2]: Accepted, no change. For consistency I have removed indexing everywhere else, so six percent is now the only escalator in the document.

Each selected vehicle shall be roadworthy, legally titled, free of known uncorrected safety defects, and equipped for ordinary patrol service. The vehicles need not be new or meet a specific age, mileage, model, configuration, or market value. The County is not required to purchase a new or replacement vehicle solely to satisfy this Section and owes no cash equivalent. Maintenance history and known defects shall be disclosed, and the City accepts the vehicles as-is subject to that disclosure. An unresolved selection dispute shall proceed under Article 17 without suspending other Transition Option Year obligations.

18.5 Three Officer-Equipment Packages.

Subject to Sections 18.6 and 18.8, the County shall provide three complete, serviceable, legally transferable officer-equipment packages selected by the County. Each package shall include a duty handgun and magazines, patrol rifle, serviceable vest or carrier and required armor, portable radio, duty belt and holster system, body-worn camera or lawful equivalent subject to vendor restrictions, and other basic equipment reasonably necessary for ordinary patrol duties. The County may use available equipment or acquire replacement equipment through the Sheriff's Office Sinking Fund, but is not required to provide new equipment or a cash payment except by written agreement.

18.6 Indexed Equipment Cap.

The aggregate replacement-value cap for all three officer-equipment packages is \$32,000 ~~stated in first-year dollars and increased by the AAP for each completed contract year after Year 1 for each completed contract year after the initial term,~~

~~including any renewal term and the Transition Option Year.~~ This cap is the County's maximum obligation for the packages. The County may substitute functionally equivalent equipment for any fitted, expired, restricted, unavailable, or nontransferable item. Personally fitted uniforms, recurring software licenses, vendor subscriptions, and City-specific licensing or certification costs are excluded unless agreed in writing.

Commented [DG10]: The references to AAP have been removed, so this is a cleanup.

18.7 Sheriff's Office Sinking Fund at Transition.

The Sheriff's Office Sinking Fund and every uncommitted balance remain County property restricted to lawful Sheriff's Office use. ~~No balance is refunded, transferred, or credited to the City at expiration, nonrenewal, or reestablishment.~~ ~~The County shall account separately for City-funded vehicle and equipment allocations deposited under Section 13.5. Upon ordinary expiration, nonrenewal, termination for convenience under Section 3.6, or termination arising from the County's uncured material breach, the unexpended balance of City-funded vehicle and equipment allocations shall be applied first to satisfy the County's transfer obligations under Sections 18.4 through 18.6. Any remaining unexpended balance of City-funded allocations shall be satisfied by delivery of additional serviceable vehicles or equipment selected by the County or, at the County's election, by a credit against the City's final Service Fee installment. No cash payment is required, and no other balance is refunded, transferred, or credited to the City.~~ ~~said sinking fund shall remain the property of the County.~~ During the Transition Option Year, the County may use the Fund to satisfy lawful transfer obligations under this Article and to replace or restore County equipment affected by the transition. The Parties shall avoid duplicate recovery among transferred vehicles, equipment packages, agreed unamortized asset values, and any other property remedy.

Commented [HS11]: At termination the county will provide what is outlined in section 18.5 only. No more than that. That includes cash and additional equipment and vehicles. Again, the City should not benefit from the County's fiscal responsibility.

18.8 Conditions and Completion of Transfer.

Vehicle, equipment, record, and evidence transfer occurs only after the City has completed the Transition Option Year; paid all Service Fees, reimbursements, extraordinary-cost amounts, and undisputed obligations; established lawful authority and insurance; prepared, adopted, funded, and implemented its own lawful successor staffing plan; established secure evidence and records capacity and dispatch readiness; completed all other objective requirements necessary to resume municipal law enforcement; and executed required transfer documents. The City has exclusive responsibility for the successor department's organization, ranks, compensation, hiring, scheduling, and deployment, and shall certify its lawful readiness in writing.

Commented [DG11R2]: Accepted as to the Sinking Fund. Your comment and your own tracked edit do not match, though, and the difference is three patrol vehicles. Your edit keeps "the County's transfer obligations under Sections 18.4 through 18.6," which preserves the three patrol vehicles under Section 18.4 and the three officer-equipment packages under Section 18.5. Your comment says Section 18.5 only. Section 18.4 has been in every draft since the County's original and is part of what the City understood it was buying with the paid Transition Option Year, so I have left 18.4 through 18.6 intact. If the County means to withdraw the three patrol vehicles, that is a material change and I need to tell the Council before the 21st. Please confirm which you intend. Section 16.5 carries the same reference on a County breach and needs the same answer.

The County and Sheriff shall reasonably coordinate and provide available transition information but do not approve, reject, direct, or guarantee the City's successor staffing plan. Joint readiness review is limited to verifying objective legal, records,

evidence, dispatch, insurance, property-transfer, payment, and operational-turnover requirements. Transfer documentation shall comply with weapons, title, grant, vendor, restricted-property, records, and evidence rules. Unless expressly stated otherwise, transferred property is accepted as-is after disclosure of known material defects. Completion of these obligations fully satisfies the County's planned reestablishment property duties.

18.9 Readiness Holdover.

If the Transition Option Year has been completed but the City has not satisfied Section 18.8 or is not legally and operationally ready to resume municipal law enforcement on the planned turnover date, this Agreement continues month-to-month solely as a readiness holdover and does not begin a new three-year renewal term. During the holdover, the City shall pay monthly one-twelfth of the Transition Option Year Service Fee, ~~increased by the AAP on each anniversary of the option-year start,~~ plus reimbursements, extraordinary-cost obligations, and other amounts due. The County shall continue lawful contracted services until the Parties execute a joint written readiness certification or a court orders otherwise. ~~The readiness holdover shall not exceed twelve (12) consecutive months and shall end no later than the end of the Contract Year in which those twelve months expire. At the end of that period this Agreement terminates automatically, and the vehicle, equipment, record, and evidence transfers described in Article 18 shall be completed notwithstanding any remaining City readiness deficiency, except to the extent a transfer is prohibited by law, court order, grant term, or vendor restriction.~~ A Party shall not unreasonably withhold, condition, or delay certification after the objective requirements of Section 18.8 are satisfied. Vehicle, equipment, record, and evidence transfers shall not occur until Section 18.8 is satisfied. The City remains responsible for completing successor authority, staffing, insurance, dispatch readiness, records, evidence, licensing, public notice, and every other readiness item without unreasonable delay.

Commented [DG12]: The references to AAP have been removed, so this is a cleanup.

ARTICLE 19 FORCE MAJEURE AND CHANGES IN LAW

19.1 Force Majeure.

A Party is not in breach for delayed or impaired performance caused by disaster, epidemic, widespread civil emergency, war, terrorism, catastrophic technology failure, labor action not caused by that Party's bad faith, court order, or another event beyond reasonable control. The affected Party shall give prompt notice, mitigate effects, and restore performance as soon as reasonably possible. Force majeure does not excuse payment for services already performed, services that continue to be provided, reimbursements, extraordinary-cost obligations, or other accrued amounts, except to the extent payment itself is legally impossible or the Parties approve a written amendment.

19.2 Changes in Law.

If a change in law makes a provision unlawful, the Parties shall preserve the lawful remainder, implement temporary compliant procedures, and negotiate a written amendment. A qualifying extraordinary cost shall be addressed under Sections 13.8 and 13.9.

ARTICLE 20 GENERAL TERMS

20.1 Independent Public Agencies.

The City and County are independent public agencies. The Sheriff and Sheriff's Office personnel act under County and State authority and are not City employees or agents. Nothing creates a partnership, private joint venture, agency relationship, or joint employment.

20.2 No Third-Party Beneficiaries.

Except for rights expressly enforceable by the Parties, this Agreement creates no private third-party beneficiary or individual employment contract. Employee-transition provisions are governmental covenants enforceable by the City and County and implemented through County appointment documents and policies.

20.3 Entire Agreement.

This integrated document constitutes the entire agreement on the subject. The Recitals are incorporated. If a jointly certified inventory, transfer record, or other implementation document conflicts with this Agreement, this Agreement controls unless a written amendment approved under Section 20.4 expressly states otherwise.

20.4 Amendment.

An amendment must be written, approved by both governing bodies, signed by authorized officials, and acknowledged by the Sheriff when it affects operations or statutory responsibilities. No oral modification is effective.

20.5 Severability and Reformation.

An unlawful provision shall be severed or narrowly reformed to preserve the Parties' lawful intent without invalidating the remainder.

20.6 Waiver.

Failure to enforce a provision once is not a continuing waiver. A waiver must be written and limited to the stated circumstance.

20.7 Assignment.

No Party may assign this Agreement except to a lawful successor political subdivision or as required by law, and no assignment may impair the Sheriff's statutory authority. The County may not use assignment, delegation, or subcontracting to avoid Section 5.5. Ordinary mutual aid, emergency assistance, specialized interagency support, and vendor support permitted by Section 5.5 are not assignments.

20.8 Notices.

A formal notice under this Agreement shall be delivered personally, by certified United States mail with return receipt, or by nationally recognized overnight delivery with tracking to every recipient designated below. Notice is effective on documented delivery or refusal. Email may provide an additional copy but is not formal notice unless the recipient confirms receipt in writing. Before execution, the Parties shall complete the following notice information:

To City: City of St. Paul, Nebraska
ATTN: City Clerk
704 6th Street
St. Paul, NE 68873

To County: Howard County
ATTN: County Clerk
P.O. Box 25
St. Paul, NE 68873

To Sheriff: Howard County Sheriff's Department
ATTN: County Sheriff
612 Indian Street, Suite 13
St. Paul, NE 68873

A designated recipient may change its recipient information or address by formal notice under this Section without amending the Agreement.

20.9 Nebraska Law and Venue.

Nebraska law governs. Venue shall lie in the court of competent jurisdiction prescribed by law, with Howard County preferred when legally permissible.

20.10 Counterparts and Electronic Signatures.

The Agreement may be signed in counterparts and by lawful electronic signature. Together the counterparts constitute one instrument.

20.11 Interlocal Reporting.

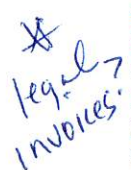
The County Clerk shall serve as the financial and recordkeeping administrator for annual interlocal reporting to the Nebraska Auditor of Public Accounts, with the City Clerk providing requested information. This allocation does not relieve either Party of a nondelegable statutory duty and does not grant operational authority over the Sheriff's Office.

20.12 Current-Code and Counsel Review.

Before signature, the City Attorney and County Attorney shall confirm current statutes, current City Code provisions and supplements, approval procedure, the separate dispatch arrangement, insurance language, sinking-fund authority, property restrictions, records retention, and the legality of personnel, renewal, and termination provisions.

20.13 Public Records, Open Meetings, and Prosecution Access.

 Nothing in this Agreement restricts either Party's obligations under the Nebraska Public Records Act, the Nebraska Open Meetings Act, or other applicable transparency laws. Each Party shall cooperate reasonably in responding to lawful public-record requests concerning this Agreement and the services provided under it, and shall promptly notify the other Party of a request that primarily seeks the other Party's records. Confidential, privileged, investigative, personnel, juvenile, medical, evidentiary, and otherwise legally protected information shall be handled in accordance with applicable law.

 The County shall provide the City Attorney or municipal prosecutor timely access to reports, records, evidence, digital media, and officer testimony reasonably necessary to prosecute City ordinance violations, respond to discovery, and prosecute or defend appeals, at no charge beyond ordinary statutory copying fees. This obligation applies to records generated before and after the Operational Transfer Date and survives termination or expiration of this Agreement for so long as necessary to complete pending matters.

20.14 Data Security and Breach Notification.

The County shall maintain reasonable administrative, technical, and physical safeguards designed to protect City data, law-enforcement records, evidence, digital media, personally identifiable information, and access credentials against unauthorized access, use, disclosure, alteration, loss, or destruction. Compliance with applicable Criminal Justice Information Services requirements and State of Nebraska information-security standards satisfies this obligation as to information governed by those standards. The County shall notify the City in writing within seventy-two (72) hours after discovering any unauthorized access to or disclosure of City data or law-enforcement records concerning City matters, and shall cooperate reasonably in any resulting investigation and required notification.

Dated this ____ day of _____, 2026

CITY OF ST. PAUL, NEBRASKA

By: _____
Mike Feeken, Mayor

ATTEST:

Connie Jo Beck, City Clerk

APPROVED AS TO FORM:

Drew Graham, City Attorney
Dated this ____ day of _____, 2026

COUNTY OF HOWARD, NEBRASKA

By: _____
Chair, Howard County Board of
Commissioners

ATTEST:

Brenda Klanecky, Howard County Clerk

APPROVED AS TO FORM:

Heather Sikyta, Howard County Attorney
Date: _____

ACKNOWLEDGMENT OF THE HOWARD COUNTY SHERIFF

The undersigned Howard County Sheriff signs solely to acknowledge and accept the operational-administrator duties assigned to the office under this Agreement. This acknowledgment does not make the Sheriff a separate contracting public agency and does not alter, enlarge, or limit the Sheriff's statutory authority.

Dated this ____ day of _____, 2026

By: _____
Howard County Sheriff

INTERLOCAL LAW ENFORCEMENT SERVICES AND TRANSITION AGREEMENT

City of St. Paul and Howard County Consolidated Law Enforcement Services

THIS INTERLOCAL LAW ENFORCEMENT SERVICES AND TRANSITION AGREEMENT ("Agreement") is entered into by and between the CITY OF ST. PAUL, NEBRASKA, a city of the second class ("City"), and the COUNTY OF HOWARD, NEBRASKA, a political subdivision ("County"), with the HOWARD COUNTY SHERIFF acknowledging the operational-administrator duties assigned to the office within the Sheriff's statutory authority ("Sheriff"). The City and County are referred to collectively as the "Parties" and individually as a "Party." The Sheriff is not a separate contracting Party.

RECITALS

WHEREAS, the City is authorized to contract with the County for police services to be provided by the Sheriff, and the Parties may cooperate under Nebraska law;

WHEREAS, the City intends to discontinue its municipal police department after completing all required legislative, budgetary, personnel, property, records, and operational transition actions;

WHEREAS, the County intends to provide unified countywide law-enforcement services through the Sheriff's Office while maintaining documented access, responsiveness, ordinance enforcement, reporting, and accountability for St. Paul;

WHEREAS, the County intends to retain the experience of the two current full-time City police officers while preserving the Sheriff's statutory appointment, command, disciplinary, and deployment authority;

WHEREAS, the Parties intend to use a flat annual Service Fee, a shared annual fleet plan, and a County-controlled Sheriff's Office Sinking Fund to provide predictable costs and responsible lifecycle planning; and

WHEREAS, the Parties desire a single integrated instrument describing their purposes, powers, rights, objectives, responsibilities, financing, administration, duration, termination, and property disposition.

NOW, THEREFORE, in consideration of the mutual covenants stated below, the Parties agree as follows:

ARTICLE 1 PURPOSE AND LEGAL AUTHORITY

1.1 Purpose.

The purpose of this Agreement is to provide continuous, professional, unified law-enforcement services within St. Paul and throughout Howard County; establish an orderly dissolution and transition process; allocate personnel, property, records, costs, liability, equipment replacement, oversight, and termination responsibilities; and protect the continuity of investigations, prosecutions, appeals, evidence, public access, and emergency response.

1.2 Authority.

This Agreement is made under the Interlocal Cooperation Act, Neb. Rev. Stat. sections 13-801 et seq.; Neb. Rev. Stat. section 19-3801; Neb. Rev. Stat. section 29-215; and other applicable Nebraska law. Each governing body shall authorize this Agreement through official action recorded in its minutes.

1.3 No Separate Legal Entity.

This Agreement does not create a separate legal entity, joint law-enforcement agency, or joint employer. The County shall administer contracted law-enforcement services through the Sheriff. The City and County remain separate political subdivisions.

1.4 Statutory Authority Preserved.

Nothing in this Agreement transfers, restricts, or delegates away a power that Nebraska law vests exclusively in the Sheriff, County Board, City Council, Mayor, City Attorney, County Attorney, court, or other public official. Contractual commitments shall be construed to the maximum lawful extent consistent with those powers.

1.5 Administration.

The Sheriff is the operational administrator of the cooperative undertaking and is responsible for administering contracted law-enforcement services, subject to the Sheriff's statutory authority and this Agreement. The County Clerk is the financial and recordkeeping administrator for receipt of City payments, maintenance of Agreement and financial records, accounting coordination, and annual interlocal reporting. The City Clerk is the City's administrative liaison and shall provide City records and information reasonably required for administration. Neither Clerk has operational command authority over the Sheriff or Sheriff's Office personnel. A lawful successor officer or County designee may perform a Clerk's administrative duties upon written notice to the other Party without amending this Agreement.

1.6 Express Enforcement and Arrest Authority.

Effective on the Operational Transfer Date and continuing only while this Agreement or a lawful holdover remains in effect, the City and County expressly authorize the Sheriff and each duly appointed Sheriff's Office law-enforcement officer to exercise within the City every enforcement, arrest, detention, citation, investigative, process, and peace-officer power permitted by Nebraska law for performance of this Agreement, including the authority contemplated by Neb. Rev. Stat. sections 19-3801 and 29-215(2)(d). This Section is an express grant of contractual authority and does not enlarge any officer's power beyond applicable law, certification, territorial limits, or a valid request, warrant, order, or other legal requirement.

ARTICLE 2 DEFINITIONS

As used in this Agreement, the following capitalized terms have the meanings stated below. A term defined elsewhere in this Agreement has the meaning given where it appears.

Accepted Leave shall mean vacation and sick-leave balances certified by the City and accepted by the County, not exceeding County policy caps.

City Code shall mean all codified ordinances of the City, as lawfully amended.

Contract Year Each consecutive twelve-month period beginning on October 1 and ending September 30. Contract Year 1 begins October 1, 2026.

Emergency Call shall mean a call assigned the highest emergency priority under the dispatch protocols then in effect.

Operational Transfer Date shall October 1, 2026, at 12:01 a.m., or a later date approved in writing by both governing bodies and acknowledged by the Sheriff.

Quarter shall mean each consecutive three-month period beginning on the first day of a Contract Year.

Service Fee shall mean the annual amount the City is obligated to pay under Article 13 for the complete package of contracted services.

Sheriff's Office Sinking Fund shall mean a County-controlled restricted fund, account, or budget designation used exclusively for lawful Sheriff's Office purposes, including vehicle and equipment acquisition, upfit, replacement,

repair, armor, radios, cameras, radar, information technology, and other operational or lifecycle needs.

Transferred Assets shall mean City police vehicles, equipment, weapons, technology, furnishings, storage devices, and other personal property accepted by the County under Article 10.

Transferred Officers shall mean the two full-time City police officers selected for County appointment under Article 9.

Transition Option Year shall mean the additional paid year described in Article 18 before law-enforcement responsibility may return to the City.

ARTICLE 3 EFFECTIVE DATE, OPERATIONAL TRANSFER, AND TERM

3.1 Agreement Effective Date.

This Agreement becomes binding after approval by both governing bodies and execution by the authorized signatories. The transfer of primary municipal law-enforcement responsibility occurs only on the Operational Transfer Date.

3.2 Initial Term.

The initial term is five Contract Years beginning October 1, 2026, unless earlier ended under Section 16.5 for an uncured material breach; performance becomes legally impossible and cannot be preserved through Section 19.2; a court of competent jurisdiction orders termination; or the Parties approve a mutual written termination agreement that includes a lawful continuity and property-disposition plan.

3.3 Renewal Review and Approval.

During the final Contract Year of the initial term or any renewal term, representatives of the City and County, together with the Sheriff or designee, shall meet in good faith on or before April 15 to review performance, finances, staffing, service expectations, and any proposed amendments or renewal terms. This Agreement shall renew only through affirmative written approval by both governing bodies before expiration of the then-current term. Any approved renewal shall be for three years unless the written renewal states a different term. Neither Party is required to state a reason for declining renewal. A Party seeking material amendments to this Agreement as a condition of renewal shall deliver written notice of the proposed amendments to the other Party and to the Sheriff not less than eighteen (18) months before expiration of the then-current term. If a renewal has not been approved before expiration, the Transition Option Year shall begin as provided

in Article 18. A renewal is not effective unless the written renewal approved by both governing bodies states the Service Fee for each Contract Year of the renewal term.

3.4 Third-Year Good-Faith Review.

Within sixty days after the third anniversary of the Operational Transfer Date, representatives of the City and County, together with the Sheriff or designee, shall meet in good faith to review service delivery, staffing, finances, reporting, ordinance and nuisance enforcement, fleet and equipment planning, and other material concerns. The review is intended to identify practical adjustments during the initial term. Any amendment must satisfy Section 20.4. Failure to reach agreement on an amendment does not constitute a breach and does not create a right to terminate outside Article 16.

3.5 Preliminary Date and Adjustment.

October 1, 2026 is the target date. If a condition precedent is incomplete, the Parties may establish a later Operational Transfer Date by official written approval of both governing bodies, acknowledged by the Sheriff, without otherwise renegotiating the Agreement.

3.6 Termination for Convenience.

Either Party may terminate this Agreement for convenience one time during the initial term. Notice shall be delivered under Section 20.8 during Contract Year 3, authorized by official action of that Party's governing body, and termination shall be effective at the end of Contract Year 4. The right granted by this Section may be exercised only once and does not apply during a renewal term, the Transition Option Year, or a readiness holdover. A termination under this Section is effective only at the end of a Contract Year. During the notice period the County shall continue to provide all contracted services and the City shall continue to pay all amounts properly due for services actually provided and other obligations accrued through the effective termination date. No termination fee, penalty, accelerated payment, forfeiture, or other charge shall apply, and no Transition Option Year shall be required, solely because a Party exercises the right granted by this Section. Termination under this Section is an authorized termination for purposes of Sections 10.6, 10.7, and 16.5. If the County is the terminating Party, the property transfers described in Article 18 shall be completed as if the Agreement had expired without renewal. If the City is the terminating Party, the Article 18 property transfers do not apply unless the City elects and pays the Transition Option Year Service Fee.

3.7 Failure of Timely Transfer.

If primary municipal law-enforcement responsibility has not transferred to the County on October 1, 2026, the City shall receive a credit against the April 1, 2027 installment equal to the daily prorated Service Fee for each day after October 1, 2026 on which transfer has not occurred. If transfer has not occurred on or before December 31, 2026, either Party may terminate this Agreement upon thirty (30) days' written notice, the County shall refund the unearned portion of any installment paid, and neither Party owes a termination fee, Transition Option Year payment, or Article 18 property transfer.

ARTICLE 4 CONDITIONS PRECEDENT

4.1 City Conditions.

Before the Operational Transfer Date, the City shall:

1. Approve the Agreement and the Service Fee through official City Council action.
2. Certify employee leave balances and satisfy all pre-transfer employment liabilities, including payout of balances exceeding County caps.
3. Complete the asset, records, evidence, DataMaster, contract, grant, and restricted-property inventories required under Articles 10 through 12.

4.2 County Conditions.

Before the Operational Transfer Date, the County shall:

1. Approve the Agreement, appropriations, and not fewer than nine authorized full-time law-enforcement officer positions, exclusive of the elected Sheriff.
2. Complete pre-employment screening and written appointments for the Transferred Officers, subject to applicable law.
3. Accept the designated assets, records, evidence, storage devices, and operational responsibilities.
4. Establish budget, payroll, fleet, sinking-fund, and accounting mechanisms for receipt and use of the Service Fee and the County fleet contribution.
5. Complete reassignment of the St. Paul Police Department originating agency identifier to the Howard County Sheriff's Office effective on the Operational Transfer Date.

4.3 Joint Readiness Certification.

On or before the Operational Transfer Date, the Sheriff, County Clerk, and City Clerk shall complete a written readiness certification, with review by the City Attorney and County Attorney, confirming completion of the conditions in Sections 4.1 and 4.2; lawful dispatch, insurance, personnel, records, evidence, property, payment, and public-notice arrangements; and any required State, court, grantor, vendor, or other third-party approval. If the certification is incomplete, primary responsibility does not transfer and the Parties shall establish a later date under Section 3.5. A condition may be waived only by written approval of both governing bodies and acknowledgment by the Sheriff, and no waiver may excuse a requirement necessary for legality, officer authority, insurance, dispatch, chain of custody, secure records or evidence, or receipt of the first Service Fee installment.

ARTICLE 5 LAW-ENFORCEMENT SERVICES

5.1 General Services.

Beginning on the Operational Transfer Date, the Sheriff shall provide law-enforcement services within St. Paul substantially equivalent or superior in nature to the services ordinarily provided throughout Howard County. Services include emergency response; patrol; criminal investigation; traffic enforcement and crash response; arrests and citations; warrant and process assistance; ordinance and code enforcement; evidence and records administration; court and prosecutor support; community problem-solving; special-event coordination; and other lawful duties ordinarily performed by a sheriff's office or city police department.

5.2 City Ordinances.

To the extent authorized by Nebraska law and supported by legally sufficient City Code provisions, deputies shall enforce valid City ordinances within St. Paul. This contractual duty does not eliminate lawful officer discretion, constitutional requirements, prosecutorial judgment, or the need for legally sufficient evidence. The City shall maintain current ordinances, fine schedules, notices, forms, and municipal prosecutorial support.

5.3 State Law and Countywide Duties.

Nothing in this Agreement limits the Sheriff's state-law duties, countywide jurisdiction, mutual-aid responsibilities, court obligations, prisoner transports, emergency-management responsibilities, or duty to allocate personnel according to public-safety need.

5.4 No Separate City Unit.

The Sheriff is not required to establish a separate City division, maintain City-exclusive personnel, or display separate City insignia. Deputies and equipment funded or acquired in connection with this Agreement may be deployed anywhere in Howard County. The coverage and reporting commitments in Articles 6 and 14 remain fully applicable.

5.5 No Subcontracting of Primary City Coverage.

Primary law-enforcement coverage for the City shall be provided by the County through the Sheriff's Office under the Sheriff's command. The County shall not permanently or materially transfer, subcontract, delegate, or assign that primary responsibility to another political subdivision, law-enforcement agency, or private entity without prior written approval of both governing bodies, acknowledgment by the Sheriff, and an amendment under Section 20.4. This restriction does not prohibit ordinary mutual aid, temporary emergency assistance, multi-agency task forces, specialized investigative or tactical assistance, prisoner transport arrangements, a separate dispatch arrangement, or vendors providing equipment, technology, maintenance, training, or other support services. Such exceptions may not be used systematically to replace the Sheriff's Office as the primary provider under this Agreement. A successor Howard County Sheriff or ordinary change in Sheriff's Office personnel is not an assignment or subcontract.

5.6 No Reduction in Service.

The County shall not materially reduce the staffing, coverage, response capability, or contracted services provided to St. Paul for the purpose of reducing County cost while continuing to collect the full Service Fee. Any material reduction in staffing, coverage, response capability, or contracted services is a material contract-performance issue subject to the notice and cure provisions of Article 16. This Section does not limit the Sheriff's authority to deploy personnel according to public-safety need under Sections 5.3, 5.4, and 6.4.

ARTICLE 6 DEPLOYMENT, COVERAGE, AND RESPONSE OBJECTIVE

6.1 Continuous Countywide Coverage.

The Sheriff shall maintain continuous 24-hour law-enforcement coverage through a countywide deployment, on-call, and backup model. This is a coverage commitment, not a promise that a deputy will remain physically within City limits at every moment.

6.2 Documented Coverage Plan.

Before transition and annually thereafter, the Sheriff shall provide the City a nonconfidential summary of the coverage model, including regular shift coverage, on-call or relief coverage, supervisory availability, backup procedures, vacancy contingencies, and the method for maintaining City response when a deputy is handling a countywide call, transport, court duty, training, leave, or another unavoidable assignment.

6.3 Reasonable City Positioning.

When calls, staffing, officer safety, weather, transports, mutual aid, and countywide conditions permit, the Sheriff shall make constant reasonable efforts to position at least one on-duty deputy in or near St. Paul within a reasonable emergency-response distance.

6.4 Countywide Backup.

Any deputy positioned in or near St. Paul may leave to back up another deputy, respond to a higher-priority incident, conduct a transport, participate in a pursuit, provide mutual aid, or perform another legitimate law-enforcement function. Such operational movement does not constitute a breach. The staffing model shall maintain a reasonable method for continuing or restoring City coverage.

6.5 Five-Minute Emergency Objective.

For Emergency Calls originating within City limits, the Sheriff shall use reasonable efforts to achieve arrival of the first deputy within five minutes after dispatch. The objective does not apply to routine reports, delayed calls, code matters, administrative requests, or lower-priority calls.

6.6 Exceptions and Measurement.

The five-minute objective is not an absolute warranty, guaranteed outcome, or automatic breach standard. Exceptions include simultaneous higher-priority calls, officer-safety events, severe weather, road blockage, inaccurate or incomplete location information, mutual aid, transports, equipment failure, staffing emergencies, and circumstances beyond reasonable control. Performance shall be reviewed through the annual sampled response-time report required by Section 14.1.

6.7 Scheduling and Personnel Sustainability.

The Sheriff shall use the larger countywide staffing pool to distribute nights, weekends, holidays, on-call coverage, training absences, and emergency callback in a manner consistent with County policy and public-safety needs. This provision establishes a scheduling objective and relief structure, not a guaranteed shift, assignment, or personal schedule for any employee.

ARTICLE 7 COMMAND, LOCAL AUTHORITY, AND CITY VOICE

7.1 Exclusive Operational Control.

The Sheriff retains exclusive authority over hiring, appointment, revocation of appointment, discipline, supervision, scheduling, assignments, tactics, investigations, equipment, training, promotions, deployment, and operational policy, subject to applicable law and County policy.

7.2 City Legislative and Contract Authority.

The City retains local authority over adoption and amendment of City ordinances; municipal prosecution; City budgets and appropriations; City-owned facilities and retained property; contract-performance review; lawful service priorities; enforcement of this Agreement; amendment; renewal; and termination under its terms. Local control under this Agreement means enforceable policy, funding, reporting, and contract rights, not day-to-day command of deputies.

7.3 No Direction of Deputies.

The Mayor, City Council, City employees, and City contractors may not command an individual deputy, direct a specific investigation, influence charging decisions, obtain confidential information without lawful authority, or participate in County personnel decisions.

7.4 City Requests and Priorities.

The Mayor or designated City official may request attention to traffic, ordinance, nuisance, neighborhood, business, school, event, and community concerns. The Sheriff shall consider such requests in good faith, document the operational response when reasonably requested, and determine the appropriate lawful response.

7.5 Direct Liaison and Quarterly Review.

The Sheriff shall designate a Sheriff's Office liaison and an alternate. The Sheriff, liaison, or alternate shall attend each regularly scheduled City Council meeting. The Sheriff's Office shall also provide a representative for a special City Council meeting when law enforcement or this Agreement is listed on the agenda and reasonable

advance notice is provided. Once each quarter, the attendance shall include a formal contract update by the Sheriff or an appropriate command designee, and the County Board shall designate a Commissioner to attend. An unavoidable conflict is not a breach when the alternate or another appropriate representative attends, remote participation is permitted by law and accepted by the City, or the Parties promptly arrange a substitute appearance. Council attendance provides communication and contract oversight and does not grant the City operational command or access to confidential information.

ARTICLE 8 ORDINANCE, CODE ENFORCEMENT, AND PROSECUTION

8.1 Sheriff's Office Enforcement Duties.

A City ordinance, code, or nuisance matter may be initiated by a citizen complaint submitted on the form maintained by the City or by reasonable observation or enforcement by a law-enforcement officer acting within official duties. The Sheriff's Office shall provide the law-enforcement component of City ordinance and code enforcement to the extent lawfully performable by deputies or other authorized Sheriff's Office personnel. Enforcement priorities may reflect public-safety significance, severity, repeat violations, available evidence, prosecutorial guidance, staffing, and other legitimate law-enforcement demands. This Agreement does not require displacement of higher-priority public-safety duties or action unsupported by law or sufficient evidence.

8.2 Nuisance and Code-Enforcement Process.

For a matter initiated under Section 8.1, the Sheriff's Office shall handle intake, reasonable investigation, photographs or other documentation, identification of the potentially applicable City Code provision with available City legal or administrative assistance, issuance of warnings, citations, or notices that law-enforcement personnel may lawfully issue, reasonable follow-up, and preparation of a Council-ready referral packet when formal City Council action is required. A sufficiently complete nuisance referral requiring Council action shall be submitted to the City Clerk no later than the Monday immediately preceding the next regular City Council meeting. If the matter cannot reasonably be completed by that deadline, it shall be submitted for the next practicable regular meeting.

The City remains responsible for maintaining legally sufficient ordinances, forms, notices, fine schedules, property and ownership information, agenda processing, statutory notice and service, hearings, Council findings and orders, municipal prosecution and appeals, civil or administrative filings, liens and assessments, and technical building, zoning, housing, fire, health, environmental, engineering, licensing, or similar inspections not ordinarily performed by law-enforcement officers. Except for emergency action authorized by Section 8.4, the City also remains

responsible for contractor procurement and supervision and physical abatement. The Parties shall coordinate so that referrals are documented without making the Sheriff's Office the City's legal counsel, technical inspector, contractor, or general civil-administration department.

8.3 Municipal Prosecution.

The City shall retain and pay the City Attorney or municipal prosecutor for City ordinance prosecutions, appeals, legal advice, civil filings, and related municipal proceedings. The County Attorney remains responsible for state-law criminal matters within the County Attorney's lawful duties.

8.4 Third-Party and Emergency Abatement Costs.

The City remains responsible for documented third-party and physical-abatement costs arising from City ordinance, nuisance, animal-control, or similar municipal matters, including towing not otherwise chargeable to a vehicle owner or other responsible party, extended animal boarding, nuisance cleanup, mowing, demolition, environmental remediation, specialized inspection, and private contractors.

Advance City authorization shall be obtained when reasonably practicable. When delay would create an immediate risk to persons, property, evidence, traffic safety, or public safety, the Sheriff's Office may select a reasonably qualified vendor and authorize reasonably necessary services on commercially reasonable terms. Services authorized by the Sheriff's Office under this paragraph without advance City authorization shall not exceed One Thousand Dollars (\$1,000.00) per incident. The vendor shall bill the City directly, and the claim shall be presented, audited, allowed, and paid under the City's ordinary claims procedure and applicable Nebraska law. The City shall not deny an otherwise valid claim solely on the ground that advance authorization was not obtained where the emergency conditions stated in this Section were in fact present and the charges are reasonable. Nothing in this Section authorizes the County or the Sheriff's Office to obligate City funds in excess of the stated per-incident limit or to displace the City Council's statutory authority over the allowance of claims.

The Sheriff's Office shall provide the City with prompt notice and reasonable supporting documentation. The County is not required to advance payment for a City expense. If immediate payment is necessary and the County advances the expense, the City shall reimburse the County within thirty (30) days after receiving the invoice and supporting documentation.

The City remains responsible for pursuing any available lien, assessment, reimbursement, or cost recovery. Except for emergency action authorized by this

Section, contractor procurement, supervision, and physical abatement remain City responsibilities.

ARTICLE 9 PERSONNEL AND EMPLOYEE TRANSITION

9.1 County Staffing Floor.

During the Agreement, the County shall authorize and fund not fewer than nine full-time law-enforcement officers in the Sheriff's Office, exclusive of the elected Sheriff. The anticipated structure is a Chief Deputy, Captain, two Sergeants, Corporal, and four full-time Deputies. The Sheriff may change rank distribution without reducing the staffing floor.

9.2 Temporary Vacancies.

A resignation, retirement, hiring delay, or other vacancy is not an immediate breach when the Sheriff is making reasonable recruitment and coverage efforts. If the number of filled full-time positions counted toward the Section 9.1 staffing floor remains below nine for thirty consecutive calendar days, the Sheriff shall provide the City a written vacancy report identifying the number and rank of vacant positions, the date of the net staffing shortfall, recruitment efforts, anticipated hiring timeframe if known, and the interim coverage plan, without disclosing protected personnel information. The Sheriff's Office shall provide a written status update with each quarterly report until the staffing floor is restored.

If a continuous net staffing shortfall below nine remains uncorrected for three hundred sixty-five (365) consecutive days, the City shall receive a credit beginning on the three hundred sixty-sixth (366th) consecutive day of the shortfall for each full-time equivalent position causing the shortfall. The annual credit for each position shall equal the County's then-current budgeted employer-loaded personnel cost for the vacant rank, including salary and employer payroll-tax, retirement, insurance, workers' compensation, and law-enforcement liability costs, less documented overtime, part-time, temporary, or other personnel costs reasonably incurred to provide substitute coverage for that vacancy. The credit shall be applied monthly against Service Fee installments and prorated daily for a partial month. A net staffing shortfall ends when the Section 9.1 staffing floor is restored; a later shortfall begins a new measurement period. Paid leave, protected leave, military leave, temporary disability, training, or another absence during which the position remains filled is not a vacancy for purposes of this Section. A position filled by a hired but not-yet-certified law-enforcement officer counts as filled for purposes of the Section 9.1 staffing floor, provided the position is funded and the officer is enrolled in or scheduled for the next available certification academy. If that officer fails to obtain certification or separates from County employment, the vacancy measurement restarts as of that date. Credit calculations shall be documented and subject to review under Article 17.

9.3 Transferred Officers as New County Hires.

Subject to successful completion of the screening, certification, legal-qualification, and written-appointment conditions in Section 4.2, the two current full-time City officers shall be considered new County hires and appointed as regular full-time Deputies. If an officer does not satisfy a lawful condition, the County and Sheriff have no duty to appoint that individual, but the County shall fill the staffing floor under Section 9.1 through another qualified candidate. The Parties shall coordinate City separation and County appointment dates to avoid an involuntary break in paid employment for each officer who satisfies the conditions. Neither officer receives a guaranteed supervisory rank. A later Sergeant selection shall occur through the Sheriff's competitive process open to all qualified and interested deputies.

9.4 Employment Status.

The Transferred Officers shall be appointed as regular full-time Deputies and shall not be required to complete a new-hire probationary period solely because they are transferring from City employment, unless otherwise required by applicable law, certification requirements, or County policy. They shall otherwise have the same employment status, including any applicable at-will status, evaluations, discipline, procedural protections, and separation standards as similarly situated County deputies.

Nothing in this Agreement guarantees continued employment or appointment, requires cause for separation unless independently required by law or County policy, or creates an individual employment contract or property interest in continued employment.

9.5 Discipline, Revocation of Appointment, and Separation.

Nothing in this Agreement limits the Sheriff's statutory authority to appoint or revoke the appointment of a deputy or otherwise limits discipline or separation permitted by applicable law and County policy. A Transferred Officer may be disciplined, have his or her appointment revoked, or be separated from County employment under the same standards applicable to similarly situated County deputies, including at-will separation when applicable.

Permissible grounds include, without limitation, loss or suspension of certification or legal qualification, material dishonesty, inability to perform essential duties with or without reasonable accommodation, misconduct, violation of County or Sheriff's Office policy, voluntary separation, retirement, or any other lawful basis. Nothing in this Section creates a requirement that discipline or separation be supported by just cause unless independently required by applicable law or County policy.

9.6 Staffing Commitment; No Individual Employment Guarantee.

During the term of this Agreement, the County shall maintain the authorized and funded staffing floor required by Section 9.1, subject to the temporary-vacancy provisions of Section 9.2. The County and Sheriff may reorganize ranks and assignments without reducing the required staffing floor.

This staffing commitment applies to the number of authorized and funded positions and does not guarantee continued employment, appointment, rank, assignment, compensation, or any other employment benefit to a particular individual. Nothing in this Section limits the Sheriff's statutory authority concerning appointment, revocation of appointment, discipline, assignment, supervision, or command.

9.7 Recognition of Prior City Service.

Prior continuous City service shall be recognized only for determining the applicable County vacation and sick-leave accrual tiers. This limited recognition does not alter the officers' County hire dates or create seniority for promotions, assignments, scheduling, layoffs, rank, or any other personnel decision.

Retirement participation, service credit, vesting, contribution obligations, and treatment of prior City employment shall be determined exclusively by applicable law and the governing NPERS plan rules. Nothing in this Agreement grants retirement service credit or requires the County to make any employer contribution beyond what is independently required by law or NPERS.

9.8 Benefits and Leave Balances.

Transferred Officers shall enroll in County insurance, benefits, and retirement programs under applicable eligibility rules. Certified vacation and sick balances may transfer only up to County maximums.

9.9 Allocation of Employment Liabilities.

The City remains responsible for wages, taxes, benefits, leave, workers' compensation, claims, grievances, and obligations arising from City employment before the Operational Transfer Date. The County is responsible for County employment obligations arising after that date.

ARTICLE 10 VEHICLES, EQUIPMENT, AND PROPERTY

10.1 Complete Inventory and Election.

Before the Operational Transfer Date, the Parties shall identify each City police asset by description, condition, quantity, serial number or VIN, title status, restriction, remaining useful life, estimated fair value, and intended disposition. The City may retain or lawfully sell an item that the County does not need. The County is not required to accept obsolete, unsafe, restricted, incompatible, or unnecessary property.

10.2 Fair-Value Method.

For each asset proposed for transfer, the Parties shall agree on a reasonable value based on age, condition, mileage or usage, remaining useful life, grant or vendor restrictions, and available market comparisons. The agreed value and disposition shall be recorded in the jointly certified asset inventory. For an asset identified as potentially returnable or reimbursable under Section 10.6, the inventory shall also state the amortization method and period. If the inventory omits that term, the agreed value shall be amortized on a straight-line basis over the five-year initial term beginning on the Operational Transfer Date, with no residual value. If the Parties cannot agree on value or disposition, the City may retain the item unless it is operationally necessary and a different written resolution is approved.

10.3 Title and Countywide Use.

Upon lawful transfer, the County may deploy the property anywhere in Howard County. Unless restricted by law, grant, court order, or vendor term, the County may repair, modify, replace, trade, sell, or dispose of transferred property and retain proceeds, subject to the unamortized-value protections in this Agreement.

10.4 Condition and Warranties.

Property transfers as-is, except that the City warrants it has disclosed known ownership restrictions, liens, material defects, grant terms, and pending claims. Titles, maintenance records, passwords, licenses, warranties, and manuals shall be delivered when available.

10.5 Restricted Property.

Federal surplus, grant-funded, leased, licensed, or otherwise restricted property transfers only through the required agency, grantor, lessor, vendor, or State Coordinator approval. No Party shall treat restricted property as ordinary surplus.

10.6 Property Disposition Following Authorized Expiration or Termination.

- (a) Normal Expiration or Nonrenewal. Property disposition following completion of the current term and the Transition Option Year is governed exclusively by Article 18.

- (b) Mutual Termination. A mutual written termination agreement shall include a lawful continuity and property-disposition plan addressing Transferred Assets, replacement property, records, evidence, restricted property, outstanding payment obligations, and the Sheriff's Office Sinking Fund.
- (c) County Breach or Unauthorized County Termination. If this Agreement ends because of the County's uncured material breach, repudiation, or unauthorized cessation of performance without City breach, the County shall return property expressly identified as returnable in the jointly certified inventory or reimburse its unamortized agreed value; provide a credit or refund for prepaid Service Fee amounts attributable to periods after the effective termination date when contracted services are not provided; and cooperate in the lawful transfer of records, evidence, active matters, and operational responsibility. These remedies are subject to legal restrictions, disclosed ordinary wear, damage offsets, and the City's right to recover other direct damages or documented transition costs permitted by law.
- (d) City Breach or Unauthorized City Termination. If this Agreement ends because of the City's uncured material breach, repudiation, nonpayment, or unauthorized cessation of performance without County breach, all Transferred Assets, replacement property, sale or insurance proceeds, vehicles and equipment acquired or maintained through the Service Fee, and Sheriff's Office Sinking Fund balances shall remain County property. The City has no Article 18 property-transfer right and remains responsible for unpaid amounts, unamortized contractual commitments reasonably incurred for performance, documented transition costs, and other damages permitted by law.

10.7 Reciprocal Unauthorized-Termination Protections.

A Party that repudiates this Agreement, ceases required performance, or attempts to terminate outside an authorized expiration or termination provision, and without the other Party's uncured material breach, a controlling court order, legal impossibility, or a mutual written termination agreement, commits a material breach subject to Section 16.5. The nonbreaching Party is entitled to the applicable property treatment in Section 10.6 and any other remedy permitted by law. Neither Section 10.6 nor this Section is intended as a penalty or permits duplicate recovery. A damages award shall account for proven avoided costs, mitigation, insurance or sale proceeds, and value otherwise recovered. Public records, evidence, seized property, firearms, grant-funded property, licensed technology, and other restricted property shall be transferred, retained, or disposed of only as permitted by law, court order, grant term, or vendor restriction.

10.8 Relocation of Storage Devices.

Before or promptly after the Operational Transfer Date, the County may remove from the former City police facility and relocate to the Sheriff's Office any transferred lockers, shelving, cabinets, safes, evidence-storage systems, or similar storage devices accepted by the Sheriff. The City shall provide reasonable access for safe removal. Upon lawful transfer, the devices become County property and may be used for evidence, records, equipment, or other Sheriff's Office storage purposes.

10.9 No Real Property or Facility Obligation.

No real property is acquired, held, jointly owned, transferred, or disposed of under this Agreement. The County and Sheriff have no obligation to occupy, staff, lease, maintain, repair, secure, or operate the former City police facility or any other City premises. Any future facility use, lease, license, improvement, or real-property arrangement requires a separate written amendment approved under Section 20.4.

ARTICLE 11 RECORDS, CASES, EVIDENCE, AND SEIZED PROPERTY

11.1 Continuity of Cases.

The County shall accept custody of open and closed police reports, active investigations, pending prosecutions, appeals, post-conviction matters, cold cases, discovery materials, evidence, seized property, found property, and related records necessary for continuity.

11.2 Inventory and Chain of Custody.

Transfer shall occur through the jointly certified inventory and chain-of-custody process. Court-controlled, forfeiture, firearm, controlled-substance, biological, digital, and hazardous items shall be handled under applicable orders, statutes, retention rules, and safety protocols.

11.3 Custodian After Acceptance.

After written acceptance, the Sheriff becomes the operational custodian of transferred law-enforcement records and evidence for retention, discovery, subpoena, public-record response, prosecution, and lawful disposition. The City shall provide reasonable assistance, authentication, testimony, system access, and historical context.

11.4 Pre-Transfer Responsibility.

The City remains responsible for undisclosed shortages, known chain-of-custody defects, unlawful pre-transfer destruction, and legal obligations arising from City custody or conduct before acceptance. The County is responsible for custody and administration after acceptance.

11.5 No Automatic Destruction and Applicable Retention Schedules.

No record, evidence item, or property shall be destroyed, released, or otherwise disposed of merely because the City Police Department is discontinued.

Before written acceptance by the County under Section 11.3, disposition shall comply with the retention schedules applicable to the City as custodian. After written acceptance, disposition shall comply with the retention schedules applicable to the County and Sheriff's Office as custodian. In all instances, disposition remains subject to court jurisdiction, public-record law, evidence and property statutes, forfeiture law, applicable State requirements, and any other controlling legal obligation.

ARTICLE 12 DATAMASTER AND ASSOCIATED RECORDS

12.1 Existing and Replacement DataMaster Transfer.

The City shall transfer the existing DataMaster, related equipment, accessories, maintenance history, quality-control records, operator records, passwords, and available documentation to the County, subject to applicable State ownership, certification, program, grant, vendor, and transfer requirements.

The City shall also transfer the grant-funded replacement DataMaster currently on order, together with all associated equipment, accessories, warranties, purchase records, grant documentation, and available operating materials, promptly after it is received. This obligation applies whether the replacement DataMaster is received before or after the Operational Transfer Date and survives the prior transfer or acceptance of the existing DataMaster.

The City shall maintain the replacement order and related grant in good standing and shall not cancel, redirect, dispose of, encumber, or materially alter the order without the County's written agreement, except as required by the grantor or applicable law. The Parties shall cooperate in obtaining any State, grantor, program, vendor, or other approval required for transfer. If grant restrictions temporarily prevent transfer of title, the Parties shall take all lawful steps necessary to place the replacement DataMaster in the Sheriff's Office's operational custody and use until title may be transferred or another arrangement is approved by the grantor.

The County does not assume liability for pre-transfer grant noncompliance, repayment obligations, matching requirements, or reporting deficiencies unless expressly accepted in writing. Any fair-value treatment shall be documented under

Article 10 and shall account for transferable ownership, grant funding and restrictions, and whether the transfer avoids a planned County purchase.

12.2 Post-Transfer Responsibility.

After acceptance, the County is responsible for operation, calibration, maintenance, operator qualification, evidentiary records, and compliance with applicable Nebraska requirements.

ARTICLE 13 PAYMENT AND FINANCIAL TERMS

13.1 Flat Service Fee.

The City shall fund the annual Service Fee as consideration for the complete package of services and transition obligations. The Year 1 and Year 2 Service Fee is \$500,000. Except for expressly reimbursable third-party expenses, qualifying extraordinary costs under Sections 13.8 and 13.9, and approved amendments, the County bears ordinary cost variation within the flat fee.

13.2 Semiannual Payment Structure.

The Service Fee shall be paid to and received by the County Clerk in two (2) equal semiannual installments in each Contract Year, due on or before October 1 and on or before April 1 of that Contract Year. The first installment of Contract Year 1 is due on or before October 1, 2026, and is not conditioned on the Operational Transfer Date. The installments shall be as nearly equal as practicable to the cent, and the second installment of each Contract Year shall be adjusted so the installments total the exact annual Service Fee. Payment is complete when received by the County Clerk. All Service Fee payments shall be remitted directly to the County Clerk. A payment made to a vendor on the County's behalf reduces the amount due only when the County has given prior written authorization and confirms a dollar-for-dollar credit. If this Agreement terminates under Section 3.7(f) or Section 16.5, or by controlling court order or legal impossibility, before the end of a period for which the City has paid, the County shall refund to the City, within sixty (60) days after the effective date of termination, the portion of the Service Fee attributable to the period after that date during which contracted services are not provided, prorated on a daily basis. No refund or proration is owed upon ordinary expiration, nonrenewal, or a termination for convenience under Section 3.6, each of which takes effect at the end of a Contract Year. Each Party's payment obligations in any Contract Year are subject to lawful appropriation by its governing body, and each Party covenants to request and to consider in good faith the appropriations necessary to perform this Agreement.

13.3 Annual Schedule.

The Service Fee for each Contract Year of the initial term is the fixed amount stated in the table below. Rates for the renewal term will be negotiated at the time of renewal.

Contract year	HCSO Service Fee
Year 1	\$500,000.00
Year 2	\$500,000.00
Year 3	\$530,000.00
Year 4	\$561,800.00
Year 5	\$595,508.00
Five-year total	\$2,687,308.00

13.4 Dispatch and Communications Center Services.

Dispatch and communications center services are provided under a separate interlocal agreement between the Parties and are not included in, funded by, amended by, superseded by, or otherwise affected by this Agreement. Amounts payable by the City for dispatch and communications center services shall be determined solely under that separate agreement and its formula, and nothing in this Agreement modifies the notice, formula, or amendment provisions of that agreement.

13.5 Shared Annual Vehicle and Upfit Plan.

The Parties shall maintain a planned annual patrol-vehicle and required-upfit allocation within the Service Fee. The City-funded allocation is \$37,500 in each Contract Year of the initial term. Beginning with the first Contract Year of any renewal term, the preceding year's City-funded allocation will be negotiated by the parties. The County shall budget or deposit an equal matching allocation from County resources. The City-funded allocation and County match may be deposited into the Sheriff's Office Sinking Fund or directly expended for a patrol vehicle and required upfit. The scheduled allocations are planning and restricted-funding amounts rather than separate reimbursable invoices, and purchase timing may be adjusted to account for availability, useful life, market conditions, fleet needs, and available sinking-fund resources. Unused vehicle allocations remain in the Sheriff's Office Sinking Fund, do not revert to the City, and do not reduce a later Service Fee. If the documented quoted price of a substantially equivalent standard patrol vehicle and required upfit exceeds the then-current total planned package amount by more than 10%, the Sheriff shall

include the variance in the annual fleet summary and the Parties shall meet in good faith to review purchase timing, package scope, available sinking-fund resources, and whether a written amendment or Sections 13.8 and 13.9 apply. Ordinary price variation creates no City payment obligation beyond the Service Fee. A material change in vehicle type, package scope, replacement timing, or allocation requires written approval by both governing bodies. Reusable radios, radar, cameras, consoles, cages, and similar serviceable equipment shall be transferred or reused when lawful and cost-effective.

13.6 Cost Breakdown, Sinking Fund, and Conservative Allowances.

- (a) **Planning Allocation.** The cost breakdown is a planning allocation supporting the flat Service Fee, not a set of separate reimbursable invoices or guaranteed spending floors. The Year 1 model includes \$336,889.76 for personnel, benefits, and insurance; \$20,850 for the officer-equipment package; \$17,332 for the AXON contract; \$55,741 for other operations and technology; and \$37,500 for the City's vehicle/upfit allocation, for a total projected program cost of \$468,312.76. Conservative insurance and lifecycle allowances protect against known cost volatility. The County is not required to refund ordinary line-item variance.
- (b) **Quarterly Expense Report.** Within forty-five days after each Quarter, the County shall present to the City Council a report showing Service Fee payments received; expenditures paid from or accounted for within the contracted-services budget through the end of the Quarter, stated in broad categories; material fleet, equipment, technology, personnel, insurance, or operational expenditures; known qualifying extraordinary-cost matters; and any undisputed City payment obligation then outstanding. The report may be prepared on a cash or budgetary accounting basis consistent with County practice and shall identify the basis used.
- (c) **Annual Sinking Fund Report.** After the close of each County budget year, any unexpended Service Fee balance shall be deposited or retained in the Sheriff's Office Sinking Fund. Within ninety days after annual closing, the County shall present to the City Council a report showing the beginning balance; the annual unexpended Service Fee amount deposited or retained; other deposits and investment earnings, if any; aggregate withdrawals and material transactions; known payment obligations or encumbrances; and the ending balance. The report need not promise, forecast, or identify a future use for an uncommitted balance.
- (d) **Status of Funds and Reports.** The Sheriff's Office Sinking Fund remains County property restricted and available exclusively for lawful Sheriff's Office purposes. Except as provided in Section 18.7, no balance reverts to the City or reduces a later Service Fee unless both governing bodies approve a written amendment. The reports required by this Section are oversight and accounting tools; they do not convert the flat Service Fee into cost reimbursement, create a City ownership

interest or refund right, or grant the City authority to direct Sheriff's Office expenditures.

13.7 Payment Default.

A missed or incomplete payment is a material breach if not cured within 30 days after written notice. The City shall pay all undisputed amounts while any disputed portion follows Article 17. The County may recover lawful interest and reasonable collection costs to the extent permitted by law. Payment default does not authorize abrupt abandonment of public-safety coverage, but all contractual remedies and continuity provisions remain available.

13.8 Qualifying Extraordinary Costs.

For purposes of Sections 13.8 and 13.9, the Party incurring a claimed extraordinary cost is the "Affected Party" and the other Party is the "Other Party." A qualifying extraordinary cost is a documented, non-discretionary annual cost directly attributable to the Affected Party's performance of this Agreement that exceeds ordinary cost variation covered by that Party's agreed obligations and arises after execution from: (a) a change in law, regulation, binding court order, or mandatory governmental standard; (b) a mandatory increase in an employer retirement contribution, workers' compensation charge, law-enforcement liability premium, health-insurance premium, or risk-pool assessment beyond the amount reasonably covered by the agreed financial structure; (c) a new unfunded governmental mandate; or (d) a material service expansion requested by the Other Party and accepted in writing by the Affected Party. A single event or related series of events qualifies only when its documented annual incremental cost equals or exceeds the higher of \$10,000 or 2% of the then-current annual Service Fee. Ordinary wage progression, routine benefit changes, fuel, overtime, vacancies, repairs, routine inflation, costs caused by the Affected Party's breach or unreasonable delay, and costs expressly allocated to the Affected Party elsewhere in this Agreement do not qualify unless directly caused by an event listed in clauses (a) through (c). No Party may recover the same cost through this Section and another reimbursement, insurance recovery, grant, credit, Service Fee allowance, or amendment.

13.9 Extraordinary-Cost Calculation and Payment.

The Affected Party shall give written notice describing the qualifying event, the annual incremental cost, the reasonable method used to determine the portion allocable to the Other Party (the "Other-Party Allocable Share"), and all material supporting records. Allocation shall reflect causation, requested service scope, contractual responsibility, direct benefit, and available credits or recoveries. Notice shall be provided at least sixty days before the requested payment or credit start when practicable, and the Parties shall meet within twenty days after notice.

When the threshold in Section 13.8 is met, a City Allocable Share of a County extraordinary cost is an additional contractual payment obligation paid to the County Clerk in equal installments over the remaining months of the applicable Contract Year, beginning with the first full month at least forty-five days after notice. A County Allocable Share of a City extraordinary cost shall be applied as a credit against the City's next Service Fee installments on the same timing. If a final County credit cannot be fully applied before this Agreement ends, the remaining credit shall be paid to the City within sixty days after final determination, to the extent permitted by law. No County extraordinary cost shall become a payable obligation of the City until the City Council has appropriated the City Allocable Share by official action. If the City Council declines to appropriate, the County's remedy is the dispute process in Article 17, and no amount accrues against the City in the interim. Notice, documentation, negotiation, or submission of an extraordinary-cost request does not constitute City approval. The Other Party may dispute qualification, allocation, or calculation under Article 17, but shall timely pay or allow the undisputed portion. An amount paid under written protest shall be credited or refunded if a final agreement or judgment determines it was not owed. This process is not a unilateral amendment of the Service Fee or operational scope. A service expansion under Section 13.8(d) is not effective until the Affected Party accepts it in writing and both governing bodies approve any operational scope change required by Section 20.4.

13.10 Budget and Audit Records.

Each Party shall budget and account for its obligations under Nebraska law. The County Clerk shall maintain records of City payments and Agreement administration. The County shall retain records sufficient to support an extraordinary-cost request, reimbursable expense, annual fleet contribution, sinking-fund activity, and annual interlocal reporting. The flat Service Fee is not subject to routine line-item reconciliation. The City, upon not less than ten (10) business days' prior written notice, during normal business hours, and not more often than once per Contract Year absent a specific documented concern, may inspect and audit, at its own expense, those records reasonably necessary to verify extraordinary-cost requests, reimbursable expenses, annual fleet and equipment allocations, Sheriff's Office Sinking Fund activity attributable to City-funded amounts, and staffing-credit calculations under Section 9.2. The County shall retain such records for not less than seven (7) years after the applicable expenditure or the termination of this Agreement, whichever is later, unless a longer period is required by law. This right does not extend to confidential personnel, investigative, or criminal-history records and does not convert the flat Service Fee into cost reimbursement.

ARTICLE 14 REPORTING AND CITY COUNCIL REVIEW

14.1 Response and Coverage Measures.

Within sixty days after the end of each Contract Year, the Sheriff's Office shall present an annual sampled response-time report to the City Council. Using a documented random-selection method, the Sheriff's Office shall select three qualifying Emergency Calls originating within City limits from each Quarter, for a target sample of twelve calls per Contract Year. If fewer than three qualifying calls occurred in a Quarter, the report shall include every qualifying call and explain the shortfall. A selected call may be replaced only when it was canceled before response, reclassified below emergency priority, contains materially unreliable dispatch or arrival data, or otherwise does not satisfy the Emergency Call definition; the report shall state the reason for replacement.

For each sampled call, the report shall identify the Quarter, dispatch priority, elapsed time from dispatch to first law-enforcement arrival, whether the five-minute objective was met, and any documented Section 6.6 exception. The report shall state the median sampled response time for each Quarter and for the Contract Year. The report shall summarize any documented Section 6.6 exceptions by category and count. It shall not disclose confidential case information, personal identifying information, or sensitive deployment details. The report is a limited oversight and trend-review tool, not a statistically comprehensive performance audit, absolute warranty, or automatic breach standard. If the reports for two (2) consecutive Quarters show that fewer than sixty percent (60%) of Emergency Calls met the five-minute objective, either Party may request a good-faith meeting under Section 17.1(2) to review the results. A meeting under this Section is the City's exclusive remedy under this Section and does not itself establish a breach of this Agreement.

14.2 Avoiding Improper Operational Detail.

Operational reports under this Article need not include exhaustive patrol-hour accounting, individual case details, confidential intelligence, juvenile or medical information, protected personnel information, or sensitive operational statistics. Information may be withheld or summarized when disclosure would violate law, compromise safety, interfere with an investigation, or reveal sensitive deployment.

14.3 Quarterly Council Appearance.

Once each Quarter, the City shall place a formal law-enforcement contract update on a regular City Council agenda. The Sheriff or an appropriate command designee shall present the update, and the County Board shall designate a Commissioner to attend. Section 7.5 governs routine liaison attendance, substitutions, unavoidable scheduling conflicts, and the limitation on operational control.

14.4 Equipment and Financial Statement.

The County shall provide the quarterly expense reports and annual Sheriff's Office Sinking Fund report required by Section 13.6. At least annually, the County shall also provide a summary of fleet purchases, major replacements, County fleet contributions, known next-year equipment needs, and extraordinary-cost issues. These summaries are oversight tools and do not convert the flat Service Fee into cost reimbursement, create a City ownership interest in the Sinking Fund, or grant the City operational or spending control.

14.5 Citizen and Deputy Complaints.

The City may forward citizen complaints concerning deputy conduct. Investigation, discipline, and personnel records remain exclusively within the Sheriff's Office and County process. The City may receive confirmation that a complaint was reviewed and a lawful aggregate or general status, but not confidential personnel information.

ARTICLE 15 INSURANCE, LIABILITY, AND CLAIMS

15.1 Separate Responsibility.

Each Party remains responsible for its own negligence, employees, property, records, contracts, and legal obligations. Liability shall be allocated according to applicable Nebraska law, including the Political Subdivisions Tort Claims Act.

15.2 City Responsibility.

The City remains responsible for pre-transfer City employment and police conduct, undisclosed pre-transfer records or evidence deficiencies, City prosecution, and extraordinary municipal abatement expenses.

15.3 County Responsibility.

The County is responsible for Sheriff's Office operations, County personnel, accepted records and evidence custody, and County property after the Operational Transfer Date, subject to statutory defenses and limits.

15.4 Coverage.

The County shall maintain participation in the Nebraska Intergovernmental Risk Management Association (NIRMA), and the City shall maintain participation in the League Association of Risk Management (LARM), with coverages appropriate to each Party's responsibilities under this Agreement. If either program becomes unavailable

to a Party, that Party may obtain successor or substantially equivalent self-insurance, risk-pool, or insurance protection. Each Party shall provide evidence of current coverage at least annually and shall give prompt written notice of a material cancellation, nonrenewal, or reduction affecting performance of this Agreement. Each Party is solely responsible for its own premiums, contributions, deductibles, self-insured retentions, exclusions, and uncovered obligations. Neither Party is required to name the other as an additional insured unless separately agreed in writing. This Section does not waive or expand liability, indemnity, immunity, statutory defenses, claim procedures, or damage limits.

15.5 Indemnity Limited by Law.

To the extent permitted by Nebraska law, each Party shall defend and indemnify the other Party from claims caused by its own negligence or intentional misconduct. No Party indemnifies another for the other Party's negligence, intentional misconduct, or obligations allocated to that other Party. Nothing waives immunity, defenses, limits, notice requirements, or protections provided by law.

ARTICLE 16 BREACH, CURE, AND CONTINUITY

16.1 Ordinary Material Breach.

A Party alleging material breach shall provide written notice describing the breach and requested cure. Except for payment default, the responding Party has 90 days to cure or, if cure reasonably requires longer, to begin cure within 90 days and proceed diligently under a written plan.

16.2 Payment Cure.

A payment default must be cured within 30 days after written notice.

16.3 Immediate Protective Action.

A Party may take immediate protective action when continued performance is unlawful, creates a serious and imminent public-safety risk, or violates a court order. The action shall be limited to what is reasonably necessary, and the Parties shall promptly establish a lawful continuity plan.

16.4 No Abrupt Abandonment.

Except when performance is legally impossible, law-enforcement coverage shall not be abruptly abandoned. The Parties shall prioritize emergency continuity, dispatch coordination, evidence protection, public notice, and transition of active cases.

16.5 Termination for Uncured Material Breach.

After the applicable cure period expires, the nonbreaching Party may terminate for an uncured material breach by written notice stating the grounds and proposed effective date. The proposed effective date shall be at least 180 days after that notice. The City shall establish a lawful successor coverage arrangement by the proposed effective date. If the successor arrangement is not operational by then, the County shall continue lawful services and the City shall continue all payment obligations, but, to the extent permitted by law, the County may make termination effective on or after the 365th day following notice unless a court orders or the Parties agree otherwise. Until the effective date, the Parties shall continue required performance and the City shall continue all Service Fee, reimbursement, extraordinary-cost, and undisputed payments. The Transition Option Year does not apply to a termination for breach. The planned Article 18 property transfers do not apply to a termination arising from the City's uncured material breach. Upon a termination arising from the County's uncured material breach, however, the City shall receive the three patrol vehicles and three officer-equipment packages described in Sections 18.4 through 18.6, or their documented fair cash equivalent at the County's election, in addition to the remedies stated in Section 10.6(c). Sections 10.6 and 10.7 govern reciprocal property disposition and remedies. Accrued payment, records, evidence, property, confidentiality, claim, and transition obligations survive as necessary to complete an orderly handoff. This Section creates no right to terminate for convenience.

ARTICLE 17 DISPUTE RESOLUTION

17.1 Escalation.

A dispute shall proceed through the following steps unless emergency judicial relief is necessary:

1. Written notice describing the dispute, requested relief, and relevant contract provision.
2. Good-faith meeting among the Sheriff, Mayor, and designated City and County officials.
3. Nonbinding mediation with a mutually selected Nebraska mediator if unresolved.
4. Litigation in a court of competent jurisdiction in Nebraska only after mediation fails or emergency judicial relief is necessary.

17.2 Continued Performance.

During a dispute, the Parties shall continue public-safety performance and all undisputed payments to the extent lawful and reasonably possible.

17.3 No Binding Arbitration.

No dispute is subject to binding arbitration unless separately approved in writing by both governing bodies after the dispute arises.

ARTICLE 18 TRANSITION OPTION YEAR AND REESTABLISHMENT

18.1 Activation by City.

The City may elect not to renew this Agreement. Reestablishment of a municipal police department may become effective only after completion of the then-current initial or renewal term and one additional paid Transition Option Year. The City shall adopt a formal resolution and deliver written notice to the County and Sheriff at least 365 days before the current term ends. At the time of notice and through turnover, the City shall remain current in its obligations and shall not be in uncured material breach. Notice does not suspend or reduce any current-term or Transition Option Year obligation and may be withdrawn only by mutual written agreement.

18.2 Activation by County.

The County may elect not to renew this Agreement. Discontinuation of contracted services through nonrenewal may become effective only after completion of the then-current initial or renewal term and one additional paid Transition Option Year. The County shall adopt a formal resolution and deliver written notice to the City and Sheriff at least 365 days before the current term ends. At the time of notice and through turnover, the County shall remain current in its obligations and shall not be in uncured material breach. Notice does not suspend or reduce any current-term or Transition Option Year obligation and may be withdrawn only by mutual written agreement.

18.3 Services and Payment During Option Year.

Unless this Agreement has been terminated under Article 16, ended by controlling court order or legal impossibility, or ended through a mutual written termination agreement, the paid Transition Option Year begins automatically when the then-current term expires without a renewal affirmatively approved by both governing bodies, whether or not either Party delivered the 365-day notice described in Sections 18.1 and 18.2. During the Transition Option Year, the County shall continue

contracted services and the City shall continue Service Fee payments, reimbursements, extraordinary-cost obligations, and other amounts due under this Agreement. The annual Transition Option Year Service Fee equals the prior year's fee increased by six percent. The Parties shall coordinate successor staffing, records, evidence, dispatch readiness, licensing, public communication, property selection, and operational turnover.

18.4 Three Serviceable Patrol Vehicles.

After successful completion of the Transition Option Year, full payment of all City obligations, and satisfaction of Section 18.8, the County shall transfer to the City three used but serviceable patrol vehicles selected by mutual good-faith agreement of the City and County, with operational input from the Sheriff. The Parties shall begin reviewing available vehicles no later than ninety days before the planned turnover and shall consider age, mileage, condition, maintenance history, configuration, remaining serviceability, and the reasonable fleet needs of both Parties. The selection shall be equitable and shall not be used to confer an unfair benefit or impose an unreasonable burden on either Party. Neither Party shall unreasonably withhold agreement. The City may inspect available vehicles and review available maintenance records before selection.

Each selected vehicle shall be roadworthy, legally titled, free of known uncorrected safety defects, and equipped for ordinary patrol service. The vehicles need not be new or meet a specific age, mileage, model, configuration, or market value. The County is not required to purchase a new or replacement vehicle solely to satisfy this Section and owes no cash equivalent. Maintenance history and known defects shall be disclosed, and the City accepts the vehicles as-is subject to that disclosure. An unresolved selection dispute shall proceed under Article 17 without suspending other Transition Option Year obligations.

18.5 Three Officer-Equipment Packages.

Subject to Sections 18.6 and 18.8, the County shall provide three complete, serviceable, legally transferable officer-equipment packages selected by the County. Each package shall include a duty handgun and magazines, patrol rifle, serviceable vest or carrier and required armor, portable radio, duty belt and holster system, body-worn camera or lawful equivalent subject to vendor restrictions, and other basic equipment reasonably necessary for ordinary patrol duties. The County may use available equipment or acquire replacement equipment through the Sheriff's Office Sinking Fund, but is not required to provide new equipment or a cash payment except by written agreement.

18.6 Indexed Equipment Cap.

The aggregate replacement-value cap for all three officer-equipment packages is \$32,000. This cap is the County's maximum obligation for the packages. The County may substitute functionally equivalent equipment for any fitted, expired, restricted, unavailable, or nontransferable item. Personally fitted uniforms, recurring software licenses, vendor subscriptions, and City-specific licensing or certification costs are excluded unless agreed in writing.

18.7 Sheriff's Office Sinking Fund at Transition.

The Sheriff's Office Sinking Fund and every uncommitted balance remain County property restricted to lawful Sheriff's Office use. The County shall account separately for City-funded vehicle and equipment allocations deposited under Section 13.5. Upon ordinary expiration, nonrenewal, termination for convenience under Section 3.6, or termination arising from the County's uncured material breach, the unexpended balance of City-funded vehicle and equipment allocations shall be applied first to satisfy the County's transfer obligations under Sections 18.4 through 18.6. Any remaining unexpended balance of said sinking fund shall remain the property of the County. During the Transition Option Year, the County may use the Fund to satisfy lawful transfer obligations under this Article and to replace or restore County equipment affected by the transition. The Parties shall avoid duplicate recovery among transferred vehicles, equipment packages, agreed unamortized asset values, and any other property remedy.

18.8 Conditions and Completion of Transfer.

Vehicle, equipment, record, and evidence transfer occurs only after the City has completed the Transition Option Year; paid all Service Fees, reimbursements, extraordinary-cost amounts, and undisputed obligations; established lawful authority and insurance; prepared, adopted, funded, and implemented its own lawful successor staffing plan; established secure evidence and records capacity and dispatch readiness; completed all other objective requirements necessary to resume municipal law enforcement; and executed required transfer documents. The City has exclusive responsibility for the successor department's organization, ranks, compensation, hiring, scheduling, and deployment, and shall certify its lawful readiness in writing.

The County and Sheriff shall reasonably coordinate and provide available transition information but do not approve, reject, direct, or guarantee the City's successor staffing plan. Joint readiness review is limited to verifying objective legal, records, evidence, dispatch, insurance, property-transfer, payment, and operational-turnover requirements. Transfer documentation shall comply with weapons, title, grant, vendor, restricted-property, records, and evidence rules. Unless expressly stated otherwise, transferred property is accepted as-is after disclosure of known material

defects. Completion of these obligations fully satisfies the County's planned reestablishment property duties.

18.9 Readiness Holdover.

If the Transition Option Year has been completed but the City has not satisfied Section 18.8 or is not legally and operationally ready to resume municipal law enforcement on the planned turnover date, this Agreement continues month-to-month solely as a readiness holdover and does not begin a new three-year renewal term. During the holdover, the City shall pay monthly one-twelfth of the Transition Option Year Service Fee, plus reimbursements, extraordinary-cost obligations, and other amounts due. The County shall continue lawful contracted services until the Parties execute a joint written readiness certification or a court orders otherwise. The readiness holdover shall not exceed twelve (12) consecutive months and shall end no later than the end of the Contract Year in which those twelve months expire. At the end of that period this Agreement terminates automatically, and the vehicle, equipment, record, and evidence transfers described in Article 18 shall be completed notwithstanding any remaining City readiness deficiency, except to the extent a transfer is prohibited by law, court order, grant term, or vendor restriction. A Party shall not unreasonably withhold, condition, or delay certification after the objective requirements of Section 18.8 are satisfied. Vehicle, equipment, record, and evidence transfers shall not occur until Section 18.8 is satisfied. The City remains responsible for completing successor authority, staffing, insurance, dispatch readiness, records, evidence, licensing, public notice, and every other readiness item without unreasonable delay.

ARTICLE 19 FORCE MAJEURE AND CHANGES IN LAW

19.1 Force Majeure.

A Party is not in breach for delayed or impaired performance caused by disaster, epidemic, widespread civil emergency, war, terrorism, catastrophic technology failure, labor action not caused by that Party's bad faith, court order, or another event beyond reasonable control. The affected Party shall give prompt notice, mitigate effects, and restore performance as soon as reasonably possible. Force majeure does not excuse payment for services already performed, services that continue to be provided, reimbursements, extraordinary-cost obligations, or other accrued amounts, except to the extent payment itself is legally impossible or the Parties approve a written amendment.

19.2 Changes in Law.

If a change in law makes a provision unlawful, the Parties shall preserve the lawful remainder, implement temporary compliant procedures, and negotiate a written

amendment. A qualifying extraordinary cost shall be addressed under Sections 13.8 and 13.9.

ARTICLE 20 GENERAL TERMS

20.1 Independent Public Agencies.

The City and County are independent public agencies. The Sheriff and Sheriff's Office personnel act under County and State authority and are not City employees or agents. Nothing creates a partnership, private joint venture, agency relationship, or joint employment.

20.2 No Third-Party Beneficiaries.

Except for rights expressly enforceable by the Parties, this Agreement creates no private third-party beneficiary or individual employment contract. Employee-transition provisions are governmental covenants enforceable by the City and County and implemented through County appointment documents and policies.

20.3 Entire Agreement.

This integrated document constitutes the entire agreement on the subject. The Recitals are incorporated. If a jointly certified inventory, transfer record, or other implementation document conflicts with this Agreement, this Agreement controls unless a written amendment approved under Section 20.4 expressly states otherwise.

20.4 Amendment.

An amendment must be written, approved by both governing bodies, signed by authorized officials, and acknowledged by the Sheriff when it affects operations or statutory responsibilities. No oral modification is effective.

20.5 Severability and Reformation.

An unlawful provision shall be severed or narrowly reformed to preserve the Parties' lawful intent without invalidating the remainder.

20.6 Waiver.

Failure to enforce a provision once is not a continuing waiver. A waiver must be written and limited to the stated circumstance.

20.7 Assignment.

No Party may assign this Agreement except to a lawful successor political subdivision or as required by law, and no assignment may impair the Sheriff's statutory authority. The County may not use assignment, delegation, or subcontracting to avoid Section 5.5. Ordinary mutual aid, emergency assistance, specialized interagency support, and vendor support permitted by Section 5.5 are not assignments.

20.8 Notices.

A formal notice under this Agreement shall be delivered personally, by certified United States mail with return receipt, or by nationally recognized overnight delivery with tracking to every recipient designated below. Notice is effective on documented delivery or refusal. Email may provide an additional copy but is not formal notice unless the recipient confirms receipt in writing. Before execution, the Parties shall complete the following notice information:

To City: City of St. Paul, Nebraska
ATTN: City Clerk
704 6th Street
St. Paul, NE 68873

To County: Howard County
ATTN: County Clerk
P.O. Box 25
St. Paul, NE 68873

To Sheriff: Howard County Sheriff's Department
ATTN: County Sheriff
612 Indian Street, Suite 13
St. Paul, NE 68873

A designated recipient may change its recipient information or address by formal notice under this Section without amending the Agreement.

20.9 Nebraska Law and Venue.

Nebraska law governs. Venue shall lie in the court of competent jurisdiction prescribed by law, with Howard County preferred when legally permissible.

20.10 Counterparts and Electronic Signatures.

The Agreement may be signed in counterparts and by lawful electronic signature. Together the counterparts constitute one instrument.

20.11 Interlocal Reporting.

The County Clerk shall serve as the financial and recordkeeping administrator for annual interlocal reporting to the Nebraska Auditor of Public Accounts, with the City Clerk providing requested information. This allocation does not relieve either Party of a nondelegable statutory duty and does not grant operational authority over the Sheriff's Office.

20.12 Current-Code and Counsel Review.

Before signature, the City Attorney and County Attorney shall confirm current statutes, current City Code provisions and supplements, approval procedure, the separate dispatch arrangement, insurance language, sinking-fund authority, property restrictions, records retention, and the legality of personnel, renewal, and termination provisions.

20.13 Public Records, Open Meetings, and Prosecution Access.

Nothing in this Agreement restricts either Party's obligations under the Nebraska Public Records Act, the Nebraska Open Meetings Act, or other applicable transparency laws. Each Party shall cooperate reasonably in responding to lawful public-record requests concerning this Agreement and the services provided under it, and shall promptly notify the other Party of a request that primarily seeks the other Party's records. Confidential, privileged, investigative, personnel, juvenile, medical, evidentiary, and otherwise legally protected information shall be handled in accordance with applicable law.

The County shall provide the City Attorney or municipal prosecutor timely access to reports, records, evidence, digital media, and officer testimony reasonably necessary to prosecute City ordinance violations, respond to discovery, and prosecute or defend appeals, at no charge beyond ordinary statutory copying fees. This obligation applies to records generated before and after the Operational Transfer Date and survives termination or expiration of this Agreement for so long as necessary to complete pending matters.

20.14 Data Security and Breach Notification.

The County shall maintain reasonable administrative, technical, and physical safeguards designed to protect City data, law-enforcement records, evidence, digital media, personally identifiable information, and access credentials against unauthorized access, use, disclosure, alteration, loss, or destruction. Compliance with applicable Criminal Justice Information Services requirements and State of Nebraska information-security standards satisfies this obligation as to information

governed by those standards. The County shall notify the City in writing within seventy-two (72) hours after discovering any unauthorized access to or disclosure of City data or law-enforcement records concerning City matters, and shall cooperate reasonably in any resulting investigation and required notification.

Dated this ____ day of _____, 2026

CITY OF ST. PAUL, NEBRASKA

By: _____
Mike Feeken, Mayor

ATTEST:

Connie Jo Beck, City Clerk

APPROVED AS TO FORM:

Drew Graham, City Attorney

Date: _____

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[remaining signatures on following page]

Dated this ____ day of _____, 2026

COUNTY OF HOWARD, NEBRASKA

By: _____
Chair, Howard County Board of
Commissioners

ATTEST:

Brenda Klanecky, Howard County Clerk

APPROVED AS TO FORM:

Heather Sikyta, Howard County Attorney

Date: _____

ACKNOWLEDGMENT OF THE HOWARD COUNTY SHERIFF

The undersigned Howard County Sheriff signs solely to acknowledge and accept the operational-administrator duties assigned to the office under this Agreement. This acknowledgment does not make the Sheriff a separate contracting public agency and does not alter, enlarge, or limit the Sheriff's statutory authority.

Dated this ____ day of _____, 2026

By: _____
Howard County Sheriff

RESOLUTION NO. 2026-06

A RESOLUTION AUTHORIZING THE CITY ATTORNEY TO COMMENCE AN ACTION FOR DECLARATORY JUDGMENT PURSUANT TO NEB. REV. STAT. § 18-2538 UPON THE FILING OF A SIGNED REFERENDUM PETITION WITH THE CITY CLERK; AND AUTHORIZING THE EXPENDITURE OF FUNDS THEREFOR.

WHEREAS, at a regular meeting held August 17, 2026, the City Council approved a motion to merge the City of St. Paul Police Department and the Howard County Sheriff's Department into one agency, and the minutes of that meeting reflect that consideration of an Interlocal Law Enforcement Services and Transition Agreement was to be placed on a future agenda; and

WHEREAS, on September 11, 2026, Donald M. McClain filed with the City Clerk a prospective referendum petition seeking repeal of the August 17, 2026 action and requesting a special election, and on September 14, 2026, the City Clerk verified the prospective petition to be in proper form, supplied the ballot title required by Neb. Rev. Stat. §§ 18-2512 and 18-2513, and authorized the petition for circulation; and

WHEREAS, as expressly provided in Neb. Rev. Stat. § 18-2512, the City Clerk's verification of form is not an admission by the City Clerk, the City Council, or the City that the August 17, 2026 action is subject to referendum or may be enacted by referendum; and

WHEREAS, Neb. Rev. Stat. § 18-2538 permits a municipality to seek a declaratory judgment determining whether a measure is subject to referendum, and provides that such an action may be filed at any time after the filing of a referendum petition with the city clerk for signature verification, and that if the municipality files such an action prior to receiving notification pursuant to Neb. Rev. Stat. § 18-2518, it shall not be required to proceed to hold such election until a final decision has been rendered; and

WHEREAS, the period between the filing of a signed referendum petition and notification to the City Council pursuant to Neb. Rev. Stat. § 18-2518 may be brief, and the City Council finds it necessary to authorize the commencement of such an action in advance so that it may be filed within that period; and

WHEREAS, the City Council finds that obtaining a judicial determination of whether the August 17, 2026 action is subject to referendum, in advance of incurring the expense of a special election, is in the best interests of the City and its residents.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of St. Paul, Nebraska, as follows:

1. The City Attorney is authorized and directed, upon the filing with the City Clerk of a signed referendum petition directed at the August 17, 2026 action, to commence an action for declaratory judgment in the District Court of Howard County, Nebraska, pursuant to Neb. Rev. Stat. § 18-2538, seeking a determination that the August 17, 2026 action is not a measure subject to referendum and that the City is not required to hold a special referendum election thereon. No further action of the City Council shall be required to commence such action.

2. The City Clerk is directed to notify the City Attorney immediately upon the filing of any signed referendum petition directed at the August 17, 2026 action. Nothing in this Resolution shall be construed to authorize or direct the City Clerk to delay, defer, or decline the performance of any duty imposed upon the City Clerk by the Municipal Initiative and Referendum Act, including the verification of signatures and notification to the City Council pursuant to Neb. Rev. Stat. § 18-2518, all of which shall proceed in the ordinary course.

3. The expenditure of City funds necessary for the prosecution of such action is authorized.

4. The Mayor, City Clerk, and City Attorney are authorized to take all further actions reasonably necessary to carry out the purposes of this Resolution.

5. This Resolution shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED this 21st day of September, 2026.

Mike Feeken, Mayor

ATTEST:

Connie Jo Beck, City Clerk

AGENDA ITEM REQUEST FORM

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

City Council Meeting Date:

Museum of Nebraska Major League Baseball
September 8, 2026 Sept. 21, 2026

Requested Agenda Item:

Baseball Museum funding for
2026-2027

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

Requesting funding for help with
rent in the amount of \$10,000. Please
take into consideration the tourism opportunities
the museum provides as it brings people into
St. Paul.
What action do you want the City Council to take? Approval of request to
help with rent and maintenance.

Will this project/item require City funding?

YES ☒ NO ☐

If so, how much?

\$ 10,000

Name (please print):

Sandra Mudloff

Name (signature):

Sandra Mudloff

Address:

619 Howard Ave St Paul NE 68873

Phone Number:

(308) 750-6439

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: _____

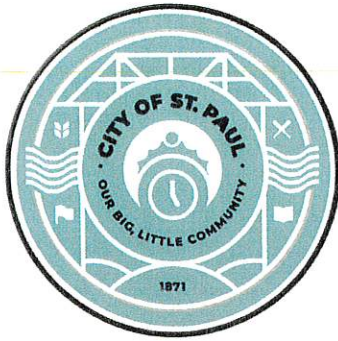
City of St. Paul's Treasurer's Report:				
Account Number	Prev. Mth Total	Current Mth Total	Total	
HOMESTEAD BANK	Jul-26	August 31, 2026		Comments
Checking 100-027	\$ (496,617.24)	\$ 458,675.58	\$ (37,941.66)	(See Attached Deposit/Checks Monthly Summary)
Sales Tax 300-277	\$ (52,360.83)	\$ 12,259.50	\$ (40,101.33)	Str Mtr Veh Tax; 25% Infrast; Fire Proc;
Civic Center 300-749	\$ (243.44)	\$ 243.60	\$ 0.16	
City REDLG 301-465	\$ (45,386.89)	\$ 45,415.80	\$ 28.91	
City ARP 303057	\$ -		\$ -	Closed Account: April 10, 2024
Water Trmt 504-189	\$ (7,745.07)	\$ 7,750.00	\$ 4.93	
Keno 504-409	\$ (19,959.17)	\$ 23,336.58	\$ 3,377.41	Keno Rev \$3,364
Sales Tax 504420	\$ (305,821.07)	\$ 375,833.10	\$ 70,012.03	LB840 \$70,838; 7th St Bar PIP \$1840; STS Infill \$22,949;
	\$ -		\$ -	Andrew Benson PIP \$9713
Pool 504-442	\$ (9,826.20)	\$ 9,832.46	\$ 6.26	
General 504-805	\$ -		\$ -	Closed Account: July 2024
Sewer 504-849	\$ (4,078.10)	\$ 4,080.70	\$ 2.60	
Police 504-860	\$ (1,023.12)	\$ 1,023.77	\$ 0.65	
Senior Center 504-882	\$ (1,110.29)	\$ 1,111.00	\$ 0.71	
Brick (Street) 504-915	\$ (2,103.83)	\$ 2,105.17	\$ 1.34	
Library Maint. 504-970	\$ (2,943.30)	\$ 2,945.18	\$ 1.88	
Light Sinking 504-981	\$ (4,351.03)	\$ 4,353.80	\$ 2.77	
Fire Sinking 504-992	\$ (7,776.62)	\$ 7,781.57	\$ 4.95	
EMT Sinking 505-003	\$ (8,208.02)	\$ 8,213.25	\$ 5.23	
Street Sinking 505-014	\$ (12,392.23)	\$ 12,400.12	\$ 7.89	
Park Sinking 505-025	\$ (10,968.36)	\$ 10,975.35	\$ 6.99	
TIF Projects 505-036	\$ (1,389.47)	\$ 1,391.17	\$ 1.70	
Elm Cemetery Found 505168	\$ (16,798.81)	\$ 16,803.80	\$ 4.99	
Civic Center Sink 505179	\$ (1,901.40)	\$ 1,902.61	\$ 1.21	
Park Improve Grant 505410	\$ (124,506.68)	\$ 207,637.08	\$ 83,130.40	Credit Reimb \$83,089; Olsson Eng \$1423
	\$ -		\$ -	
	\$ -		\$ -	
Walk/Bike 5482-7	\$ (3,463.31)	\$ 3,463.31	\$ -	
	\$ -		\$ -	
CITIZENS BANK & TRUST	\$ -		\$ -	
	\$ -		\$ -	
Consumer Dep 102-415	\$ (55,150.71)	\$ 55,400.71	\$ 250.00	Activity
Cafeteria 125 102-407	\$ (15,990.17)	\$ 16,809.60	\$ 819.43	Activity
Health Ded 102-482	\$ (58,746.11)	\$ 31,384.63	\$ (27,361.48)	Regional Care Activity RE Deductible; OneSource
25% Infrast 102-342	\$ (81,064.50)	\$ 91,407.47	\$ 10,342.97	25% Infrast
Fire Station Proc. #103667	\$ (184,494.17)	\$ 205,208.60	\$ 20,714.43	Proceeds + Interest
Fire Station Const #103683	\$ (9,289.06)	\$ 9,300.89	\$ 11.83	
Cemetery Sav 753-122	\$ (11,889.58)	\$ 12,289.58	\$ 400.00	Perp Care \$100
Park Aluminum 772682	\$ (9,391.45)	\$ 9,391.45	\$ -	Alum Cans \$333
Light ICS 103217	\$ (643,333.84)	\$ 639,103.38	\$ (4,230.46)	Alpha \$2836; Westco \$3222
Water ICS 103225	\$ (594,035.27)	\$ 595,727.71	\$ 1,692.44	
Sewer ICS 103241	\$ (627,348.80)	\$ 629,136.15	\$ 1,787.35	
General ICS 103209	\$ (128,399.92)	\$ 128,765.69	\$ 365.77	
Building ICS 103233	\$ (10,683.40)	\$ 10,713.83	\$ 30.43	

Fire ICS 103268	\$ (17,070.43)	\$ 9,740.25	\$ (7,330.18)	Purple Wave (Suburban) \$7370
Ambulance ICS 103276	\$ (102,713.82)	\$ 103,006.46	\$ 292.64	Interest
Park ICS 103284	\$ (14,133.01)	\$ 14,173.27	\$ 40.26	
Police ICS 103292	\$ (2,916.19)	\$ 2,924.46	\$ 8.27	
Keno ICS 103314	\$ (24,032.56)	\$ 24,100.99	\$ 68.43	
Street ICS 103349	\$ (460,524.24)	\$ 461,836.24	\$ 1,312.00	
Library ICS 103365	\$ (36,250.00)	\$ 36,353.24	\$ 103.24	
Senior Center ICS 103373	\$ (39,777.19)	\$ 39,890.50	\$ 113.31	
Redlg ICS 103381	\$ (265,397.65)	\$ 266,153.74	\$ 756.09	
Swim Pool ICS 103438	\$ (77,616.35)	\$ 77,837.43	\$ 221.08	
Cemetery ICS 103446	\$ (38,745.00)	\$ 38,855.38	\$ 110.38	
25% Infrastructure ICS	\$ (184,155.50)	\$ 184,680.13	\$ 524.63	
Sales Tax ICS 103462	\$ (15,333.45)	\$ 15,377.11	\$ 43.66	
Health Ded ICS 102-482	\$ (113,903.64)	\$ 114,228.11	\$ 324.47	
Fire Station Constr ICS	\$ (210,038.38)	\$ 210,636.76	\$ 598.38	
(#103683)	\$ -		\$ -	
Sales Tax Fire Station	\$ (76,702.35)	\$ 76,920.83	\$ 218.48	
Proceeds #103667	\$ -		\$ -	
	\$ -		\$ -	
HERITAGE BANK	\$ -		\$ -	
UB ACH 411025	\$ (357,145.77)	\$ 508,023.37	\$ 150,877.60	ACH Utility Bills
	\$ -		\$ -	
NPAIT INVESTMENTS	\$ -		\$ -	
Street #23251-0005	\$ (47,995.65)	\$ 48,142.71	\$ 147.06	Interest
Police #23251-0007	\$ (17,559.29)	\$ 17,613.10	\$ 53.81	
Cemetery #23251-0009	\$ (30,436.16)	\$ 30,529.44	\$ 93.28	
Sale Tax #23251-0014	\$ (140,809.56)	\$ 141,057.16	\$ 247.60	
25% Infrastructure #23251-0015	\$ (84,240.91)	\$ 84,499.06	\$ 258.15	
Building Sink #23251-0017	\$ (28,095.07)	\$ 28,181.15	\$ 86.08	
Swim Pool #23251-0020	\$ (17,559.29)	\$ 17,613.10	\$ 53.81	
Senior Center #23251-0021	\$ (23,412.50)	\$ 23,484.22	\$ 71.72	
Health Deductible #23251-0022	\$ (137,783.25)	\$ 138,021.57	\$ 238.32	
Light #23251-101	\$ (1,184,382.98)	\$ 1,185,713.95	\$ 1,330.97	
Water #23251-102	\$ (431,927.06)	\$ 432,484.51	\$ 557.45	
General #23251-104	\$ (711,861.23)	\$ 712,816.80	\$ 955.57	
Sewer #23251-106	\$ (571,024.64)	\$ 571,701.85	\$ 677.21	
Fire #23251-107	\$ (135,219.63)	\$ 135,434.80	\$ 215.17	
Ambulance #23251-108	\$ (260,603.25)	\$ 260,865.53	\$ 262.28	
Park #23251-109	\$ (158,447.55)	\$ 158,687.92	\$ 240.37	
Library #23251-110	\$ (103,544.96)	\$ 103,678.38	\$ 133.42	
Keno #23251-111	\$ (161,240.15)	\$ 161,580.98	\$ 340.83	
Redlg #23251-112	\$ (78,619.51)	\$ 78,860.41	\$ 240.90	
Fire Station Construct.	\$ (7,785.25)	\$ 7,809.10	\$ 23.85	
#23251-201				
CITY FUND TOTAL	\$ (9,939,794.88)	\$ 10,177,688.20	\$ 237,893.32	

Deposits and Checks printed for Month (held in statement folder)

2025-2026

Month / Year	Deposit Total	Check Total	Grand Total	Comment
October 31, 2025	\$ 830,630.82	\$ (1,118,918.71)	\$ (288,287.89)	LARM \$285,446; Fire Bond \$115,563;
November 30, 2025	\$ 726,661.87	\$ (907,032.18)	\$ (180,370.31)	BOK Financial (Bonds) \$180,595
December 31, 2025	\$ 997,330.75	\$ (893,824.75)	\$ 103,506.00	BOKF \$266,132; NDWEE \$100,720 (Bonds)
				Trfr ICS to Ckg \$400,000 to Pay Bonds
January 31, 2026	\$ 559,495.01	\$ (487,851.99)	\$ 71,643.02	Dana Cole \$15,780; Svehla Law \$2,044
February 28, 2026	\$ 531,070.98	\$ (438,581.49)	\$ 92,489.49	No large deductions
March 31, 2026	\$ 494,964.86	\$ (394,631.29)	\$ 100,333.57	No large deductions
April 30, 2026	\$ 505,073.09	\$ (693,056.81)	\$ (187,983.72)	Trfr #411025 to #100027; BOKF \$3389;
				St Paul Rural Fire \$22,675; Inland Trk \$24,343
May 31, 2026	\$ 844,556.00	\$ (482,056.11)	\$ 362,499.89	Prop Tax Paid; BOKF \$44,125; Sinking \$37,500
June 30, 2026	\$ 595,962.88	\$ (961,289.31)	\$ (365,326.43)	#411025 to ICS \$300,000; Sewer Bnd \$100,715;
				Road Bldr \$20,257
July 31, 2026	\$ 480,622.59	\$ (573,573.89)	\$ (92,951.30)	No large transactions
August 31, 2026	\$ 993,598.09	\$ (880,662.15)	\$ 112,935.94	Transfer Out/In 25-26
September 30, 2026			\$ -	
Grand Total	\$ 7,559,966.94	\$ (7,831,478.68)	\$ (271,511.74)	
Deposit & Checks Monthly Total (Shared)				



City of St. Paul, Nebraska

704 6th Street • St. Paul, NE 68873

Phone (308) 754-4483

As of August 31, 2026

Homestead Bank

Checking (NOW) 300-100-027.....	\$	458,675.58
City Sales Tax (Checking) 300-300-277.....	\$	12,259.50
St. Paul Civic Center (MMDA) 300-300-749.....	\$	243.60
City REDLG (Secure Plus) 300-301-465.....	\$	45,415.80
Water Treatment Plant (Bond Reserve) (MMDA) 300-504-189.....	\$	7,750.00
Keno (MMDA) 300-504-409.....	\$	23,336.58
Sales Tax (P.I.) 300-504-420.....	\$	375,833.10
Pool Construction (MMDA) 300-504-442.....	\$	9,832.46
Sewer Building & Equipment Fund (MMDA) 300-504-849.....	\$	4,080.70
Police Equipment Fund (MMDA) 300-504-860.....	\$	1,023.77
Senior Center Fund (MMDA) 300-504-882.....	\$	1,111.00
Brick Account (MMDA) 300-504-915.....	\$	2,105.17
Library Maintenance Reserve (MMDA) 300-504-970.....	\$	2,945.18
Light Sinking Fund (MMDA) 300-504-981.....	\$	4,353.80
Fire Sinking Fund (MMDA) 300-504-992.....	\$	7,781.57
EMT Sinking Fund (MMDA) 300-505-003.....	\$	8,213.25
Street Sinking Fund (MMDA) 300-505-014.....	\$	12,400.12
Park Equipment Sinking Fund (MMDA) 300-505-025.....	\$	10,975.35
TIF Projects (MMDA) 300-505-036.....	\$	1,391.17
St. Paul Elmwood Cemetery Foundation (MMDA) 300-505-168.....	\$	16,803.80
Civic Center Sinking Fund (MMDA) 300-505-179.....	\$	1,902.61
City Park Improv. Grant (MMDA) 300-505-410.....	\$	207,637.08
Walk/Bike Trail (Savings) 300054827.....	\$	3,463.31

Citizens Bank & Trust

Consumer Deposit Fund (Checking) 102415.....	\$	55,400.71
Cafeteria 125 (NOW) 102407.....	\$	16,809.60
Health Deductible Account (NOW) 102482.....	\$	31,384.63
Sales Tax Infrastructure (NOW) 102342.....	\$	91,407.47
Sales Tax Fire Station Proceeds 103667.....	\$	205,208.60
Fire Station Construction 103683.....	\$	9,300.89
Cemetery (Savings) 753122.....	\$	12,289.58
City Park Aluminum Improvement (Savings) 772682.....	\$	9,391.45
Lights (ICS MMA) 103217.....	\$	639,103.38
Water (ICS MMA) 103225.....	\$	595,727.71
Sewer (ICS MMA) 103241.....	\$	629,136.15
General (ICS MMA) 103209.....	\$	128,765.69
Building (ICS MMA) 103233.....	\$	10,713.83
Fire (ICS MMA) 103268.....	\$	9,740.25



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



Ambulance (ICS MMA) 103276.....	\$	103,006.46
Park (ICS MMA) 103284.....	\$	14,173.27
Police (ICS MMA) 103292.....	\$	2,924.46
Keno (ICS MMA) 103314.....	\$	24,100.99
Streets (ICS MMA) 103349.....	\$	461,836.24
Library (ICS MMA) 103365.....	\$	36,353.24
Senior Center (ICS MMA) 103373.....	\$	39,890.50
Red Leg (ICS MMA) 103381.....	\$	266,153.74
Pool (ICS MMA) 103438.....	\$	77,837.43
Elmwood Cemetery (ICS MMA) 103446.....	\$	38,855.38
25% Sales Tax Infrastructure (ICS MMA) 102342.....	\$	184,680.13
City Sales Tax (ICS Bus. Int.) 103462.....	\$	15,377.11
Health Deductible Account (ICS MMA) 102482.....	\$	114,228.11
Fire Station Construction (ICS) 103683.....	\$	210,636.76
Sales Tax Fire Station Proceeds (ICS) 103667.....	\$	76,920.83

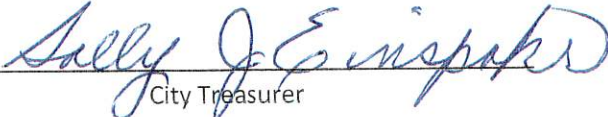
Heritage Bank

ACH Account (MMDA) 411025.....	\$	508,023.37
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NPAIT Funds

Street 23251-0105.....	\$	48,142.71
Police 23251-0115.....	\$	17,613.10
Cemetery 23251-0122.....	\$	30,529.44
Sales Tax 23251-0119.....	\$	141,057.16
25% Infrastructure 23251-0120.....	\$	84,499.06
Building Sinking Fund 23251-0113.....	\$	28,181.15
Swimming Pool 23251-0117.....	\$	17,613.10
Senior Center 23251-0121.....	\$	23,484.22
Health Deductible 23251-0118.....	\$	138,021.57
Light Funds 23251-101.....	\$	1,185,713.95
Water Funds 23251-102.....	\$	432,484.51
General Funds 23251-104.....	\$	712,816.80
Sewer Funds 23251-106.....	\$	571,701.85
Fire Funds 23251-107.....	\$	135,434.80
Ambulance Funds 23251-108.....	\$	260,865.53
Park Funds 23251-109.....	\$	158,687.92
Library Funds 23251-110.....	\$	103,678.38
Keno Funds 23251-111.....	\$	161,580.98
REDLG Funds 23251-112.....	\$	78,860.41
New Fire Station 23251-201.....	\$	7,809.10

Total City Funds.....	\$	10,177,688.20
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City Treasurer

City of St. Paul's Treasurer's Report by Department

As of August 31, 2026

City DEPARTMENT	Current Mth Total	Comments
LIGHT		
M. Mk #504-981	\$ 4,353.80	
ICS #103217	\$ 639,103.38	
NPAIT #23251-101	\$ 1,185,713.95	
NE CLASS #01-0005-0001	\$ -	
	\$ 1,829,171.13	
Utility Bill #411025	\$ 508,023.37	
(Lt 50%; Wtr 25% & Swr 25%)		
Consumer Dep #102-415	\$ 55,400.71	
(the people's money)	\$ 563,424.08	
WATER		
M. Mkt #504-189	\$ 7,750.00	
ICS #103225	\$ 595,727.71	
NPAIT #23251-102	\$ 432,484.51	
NE CLASS #01-0005-0002	\$ -	
	\$ 1,035,962.22	
SEWER		
M. Mkt #504-849	\$ 4,080.70	
ICS #103241	\$ 629,136.15	
NPAIT #23251-106	\$ 571,701.85	
NE CLASS 01-005-0003	\$ -	
	\$ 1,204,918.70	
LANDFILL	\$ -	
GENERAL		
Checking #100027	\$ 458,675.58	
(ALL Depts)		
M. Mkt #504-805	\$ -	
ICS #103209	\$ 128,765.69	
NPAIT #23251-104	\$ 712,816.80	
NE CLASS #01-0005-0004	\$ -	
	\$ 841,582.49	
BUILDING		
ICS #103233	\$ 10,713.83	
NPAIT #23251-0113	\$ 28,181.15	

	\$	38,894.98
STREET		
Brick's M. Mkt #504-915	\$	2,105.17
M. Mkt #505-014	\$	12,400.12
ICS #103349	\$	461,836.24
NPAIT #23251-0105	\$	48,142.71
	\$	524,484.24
FIRE		
M. Mkt #504-992	\$	7,781.57
ICS #103268	\$	9,740.25
NPAIT #23251-107	\$	135,434.80
NE CLASS #01-0005-0006	\$	-
	\$	152,956.62
POLICE		
M. Mkt #504-860	\$	1,023.77
ICS #103292	\$	2,924.46
NPAIT #23251-0115	\$	17,613.10
	\$	21,561.33
FIRE STATION CONST.		
Ckg #103-683	\$	9,300.89
ICS #103683	\$	210,636.76
NPAIT #23251-201	\$	7,809.10
	\$	227,746.75
CEMETERY		
M. Mkt #505-168	\$	16,803.80
Savings #753-122	\$	12,289.58
ICS #103446	\$	38,855.38
NPAIT #23251-0122	\$	30,529.44
	\$	98,478.20
AMBULANCE		
M. Mkt #505-003	\$	8,213.25
ICS #103276	\$	103,006.46
NPAIT #23251-108	\$	260,865.53
NE CLASS #01-0005-0010	\$	-
	\$	372,085.24
SWIM POOL		
M. Mkt #504-442	\$	9,832.46

ICS #103438	\$	77,837.43
NPAIT #23251-0117	\$	17,613.10
	\$	105,282.99
PARK		
M. Mkt #505-025	\$	10,975.35
Savings #772-682 (Alum)	\$	9,391.45
ICS #103284	\$	14,173.27
NPAIT #23251-109	\$	158,687.92
NE CLASS #01-0005-0011	\$	-
City Park Imp. Grant #505-410	\$	207,637.08
	\$	400,865.07
RECREATION		
Savings #54827	\$	3,463.31
LIBRARY		
M. Mkt (Maint) #504-970	\$	2,945.18
ICS #103365	\$	36,353.24
NPAIT #23251-110	\$	103,678.38
NE CLASS #01-0005-0012	\$	-
	\$	142,976.80
HEALTH DEDUCTIBLE		
Ckg #102-482	\$	31,384.63
Ckg 125 Plan #102-407	\$	16,809.60
ICS #102482	\$	114,228.11
NPAIT #23251-0118	\$	138,021.57
	\$	300,443.91
SALES TAX		
Checking #300-277	\$	12,259.50
M. Mkt #504-420	\$	375,833.10
ICS #103462	\$	15,377.11
NPAIT #23251-0119	\$	141,057.16
	\$	544,526.87
25% INFRASTRUCTURE (Sales Tax)		
Ckg #102-342	\$	91,407.47
ICS 102342	\$	184,680.13
NPAIT #23251-0120	\$	84,499.06
	\$	360,586.66

FIRE STATION PROCEEDS	\$	205,208.60
(Sales Tax) #103-667 (Bond)		
ICS 103667	\$	76,920.83
	\$	282,129.43
V P BOND	\$	-
KENO		
M. Mkt #504-409	\$	23,336.58
ICS #103314	\$	24,100.99
NPAIT #23251-111	\$	161,580.98
NE CLASS #01-0005-0013	\$	-
	\$	209,018.55
CIVIC CENTER		
Ckg #300-749	\$	243.60
M. Mkt #505-179	\$	1,902.61
	\$	2,146.21
TIF		
M. Mkt #505-036	\$	1,391.17
SENIOR CENTER		
M. Mkt #504-882	\$	1,111.00
ICS #103373	\$	39,890.50
NPAIT #23251-0121	\$	23,484.22
	\$	64,485.72
REDLG		
Checking #301-465	\$	45,415.80
ICS #103381	\$	266,153.74
NPAIT #23251-112	\$	78,860.41
NE CLASS #01-0005-0017	\$	-
	\$	390,429.95
ARPA (Zero Balance)	\$	-
GRAND TOTAL	\$	10,177,688.20

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

Tuesday, September 8, 2026

A meeting of the Mayor and City Council of the City of St. Paul, Nebraska was held at City Hall in said City on Tuesday, September 8, 2026, 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.

The City of St. Paul Council held two (2) meetings on Tuesday, September 8, 2026; the 1st Council meeting began at 6:30 p.m. pertaining to a public hearing regarding the City of St. Paul's 2026-2027 Budget and Budget Summary; and the 2nd meeting was the Regular Council meeting that commenced immediately upon adjournment of the budget hearing.

Per Nebraska State Statute 13-506(1), as amended by LB148 (2020): Each governing body shall each year conduct a public hearing on its proposed budget statement. Such hearing shall be held separately from any regular scheduled meeting of the governing body and shall not be limited by time. After such hearing, the proposed budget statement shall be adopted, or amended and adopted as amended at a separate and distinct meeting, and a written record shall be kept of such hearing.

Mayor Feeken called the City Council meeting to order at 6:30 p.m. with the "Pledge of Allegiance" and thanking the public for attending and announcing that the City of St. Paul abides by the Open Meetings Act, which is posted on the west wall as required by Nebraska State Law §84-1407 through §84-1414. Mayor Feeken 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.

PUBLIC HEARING on the proposed City of St. Paul's 2026-2027 Budget and Budget Statement.

Mayor Feeken opened the public comment period at 6:31 p.m. regarding the proposed City of St. Paul's 2026-2027 Budget and Budget Statement. Mayor Mike Feeken stated that there will be no increase in property tax dollars. Mayor Feeken then provided an overview of the 2026-2027 "Budget Comparison Schedule" regarding the (1) Valuation; (2) Property Tax request; (3) the Levy (Non-Bond and Bond); (4) Sinking Funds; and (5) Transfer of funds. Howard County Commissioner Kathy Hirschman requested the 2026-2027 Police Budget amount. After hearing no other comments from the audience, Mayor Feeken closed the public comment period and adjourned the special meeting regarding the proposed 2026-2027 Budget and Budget Summary at 6:43 p.m.

Mayor Feeken called the Regular Council meeting to order at 6:44 p.m.

Individuals who have appropriate agenda items for City Council consideration should complete the "Request for Future Agenda Items" form located at the City Office. If the issue can be handled administratively without Council action, notification will be provided. If the item is scheduled for a meeting or study session, notification of the date will be given. Also, any City patrons that are requesting "Public Records" or has "Questions or Concerns" in 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.

PUBLIC HEARING: Mayor Feeken opened a public hearing at 6:44 p.m. regarding the consideration of adopting a long range 2026 One (1) and Six (6) Year Street Improvement plan.

Mayor Feeken stated that there are more modifications that need to occur between the Howard County Attorney and the City of St. Paul Attorney pertaining to the redline copy of the "Interlocal Law Enforcement Services and Transition Agreement". Council member Woodgate brought up concerns pertaining to the Howard County Dispatcher Interlocal Agreement. Council member Wilson moved to direct the Mayor and City Attorney to negotiate with the Howard County for modifications to the "Interlocal Law Enforcement Services and Transition Agreement." Council member Kowalski seconded the motion. Council members Kowalski, Wilson & Woodgate voted aye, Council member Peters voted nay. Motion carried 3/1.

Mayor Feeken opened the public comment period at 7:02 p.m. regarding the City of St. Paul's 2026 One (1) and Six (6) Year Street Improvement Plan.

City Engineer Jeff Palik (Olsson) presented the 2026 One (1) and Six (6) Year Street Improvement Plan maps for review on each individual street project. The One (1) Year Street plan consists of: (1) East/West Alley between Howard Avenue and Grand Street and between 7th Street and 8th Street (east half only); (2) 3rd Street - "O" Street to the north City limits; and (3) Kendall Street - 6th Street to 4th Street; Jay Street - 6th Street to 4th Street. The Six (6) Year Street plan consists of 31 projects. Even though the projects are in the One (1) and Six (6) Year Street Improvement Plan, the City is not obligated to complete them. This has always been a planning process that is completed each year for the City to receive Highway Allocation funding. After hearing no other public comments, Mayor Feeken closed the public comment period at 7:10 p.m.

Council member Wilson moved to approve the City's 2026 One (1) and Six (6) Year Street Improvement Plan, along with Resolution 2026-05; whereas the City of St. Paul has conducted a public hearing in accordance with the requirements of the Board of Public Roads Classification Standards. Council member Peters seconded the motion. Council members Kowalski, Peters, Wilson & Woodgate voted aye, nays none. Motion carried 4/0. City Engineer Jeff Palik stated that the One (1) year plan can be amended throughout the fiscal year for necessary projects or through a petition.

Council member Woodgate moved to approve the City of St. Paul's Transfers for Fiscal Year End 2025-2026 = \$407,436.64: Light to Police \$178,500 (operating); Light to Park \$66,800 (operating); Light to Street \$5,000 (light poles); Water to General \$23,359 (US Wages); Water to Park \$7,000 (operating); Sewer to General \$23,359 (US Wage); Landfill to Park \$13,247 (operating); General to Swimming Pool \$13,000 (operating); Street to General \$23,359 (US Wage); Street to General \$41,820 (Snow Blower); and Street to VP Bond \$11,992.64 (Street Assessments). Council member Wilson seconded the motion. Council members Kowalski, Peters, Wilson & Woodgate voted aye, nays none. Motion carried 4/0.

NOTE: The 2025-2026 Sinking Funds transaction was approved on May 18, 2026.

Council member Wilson moved to approve the proposed 2026-2027 Budget and Budget Statement. Council member Woodgate seconded the motion. Council members Kowalski, Peters, Wilson & Woodgate voted aye, nays none. Motion carried 4/0.

Council member Wilson moved to approve **Resolution 2026-04**, whereas the 2026-2027 property tax requests be set at \$701,969.69 for the General Fund and \$277,777.77 for the Bond Fund. The total assessed value of property differs from last year's total assessed value by 5.48%. The tax rate, which would levy the same amount of property taxes as last year, when multiplied by the new total assessed value of property would be 0.462838 per \$100 of assessed value. The City of St. Paul proposes to adopt a property tax request that will cause its tax rate to be 0.462884 per \$100 of assessed value. Based on the proposed tax request and changes in other revenue, the total operating budget of the City of St. Paul will decrease last year's budget by 3.83 percent. A copy of the resolution will be certified and forwarded to the Howard County Clerk on or before October 15, 2026. Council member Woodgate seconded the motion. Council members Kowalski, Peters, Wilson & Woodgate voted aye, nays none. Motion carried 4/0.

Council member Woodgate introduced **Ordinance #1072**, "Annual Appropriation Bill" of money for the operation of the General and Utility Funds of the City of St. Paul, in Howard County, Nebraska, appropriating the sums of money deemed necessary to defray all expenses and liabilities for the fiscal year commencing on the first day of October 2026 and ending the last day of September 2027. The following sums are hereby appropriated to defray the necessary expenses and liabilities of the City of St. Paul, NE during the fiscal period commencing October 1, 2026, and ending September 30, 2027, to wit: (1) Operating Expenses \$6,055,236.00; (2) Capital Improvements \$2,749,697.00; (3) Other Capital Outlay \$431,480.00; (4) Debt Service \$2,945,996.00; (5) Other & Transfers \$587,396.00; of which \$979,747.46 is to be raised by property taxation. Council member Kowalski waived the three (3) readings of Ordinance #1072 on three (3) different occasions. Council member Wilson seconded the motion. Council members Kowalski, Peters, Wilson & Woodgate voted aye, nays none. Motion carried 4/0. Council member Peters moved for final passage of Ordinance #1072. Council member Wilson seconded the motion. Council members Kowalski, Peters, Wilson & Woodgate voted aye, nays none. Motion carried 4/0.

Utilities Superintendent Matt Helzer provided an overview of vacating the west ten (10) feet of the 3rd Street right-of-way between Davis and Elm Streets. If approved, then the ten (10) feet can be utilized as part of the easement; it will not affect any street paving, and the owner will

pay property tax on the extra ten (10) feet. Council member Woodgate moved to approve vacating the west ten (10) feet of the 3rd Street right-of-way between Davis and Elm Streets in Block 32, Original Town, St. Paul, NE, with the stipulation that it does not affect the Railroad property. The City will reserve easement rights. Council member Wilson seconded the motion. Council members Kowalski, Peters, Wilson & Woodgate voted aye, nays none. Motion carried 4/0.

Council member Peters moved to approve the Consent Agenda Items: (1) Minutes August 17, 2026 (special) and August 17, 2026 (regular); (2) Zoning Permit Minutes August 24, 2026; and (3) Disbursements of September 8, 2026. Council member Kowalski seconded the motion. Council members Kowalski, Peters, Wilson & Woodgate voted aye, nays none. Motion carried 4/0.

September 8, 2026, Disbursements

Gross Wages - August 2026	123826.64
911 Custom (supplies)	178.00
Amazon Capital Business (books)	602.80
Anderson, Trae (uniform)	140.00
Banyon Data Systems (service)	490.00
Berthelsen, Laura (uniform)	43.08
Bomgaars (supplies)	1522.06
Bound Tree Medical (supplies)	172.90
Bryan Jensen Clothing (uniforms)	724.04
Charter Communications (service)	572.07
Charter/Spectrum (service)	249.97
City Health Deductible Savings (insurance)	5808.00
City of St. Paul 125 Plan (insurance)	90.00
City of St. Paul (insurance fees)	768.00
Construction Rental (supplies)	494.20
Core & Main (supplies)	6560.34
Crescent Electric (supplies)	791.58
Custer County Recycling (Service)	58.60
Diamond Engineering Company (service)	1360.00
Dick's Repair (service)	682.05
Dutton-Lainson (supplies)	9036.20
Eakes Office Solutions (contract)	703.49
Ecolab (service)	219.87
Elan Financial Services (supplies, postage, uniforms, education)	3009.36
Elba Fire Department (reimb)	1235.00
Elmwood Cemetery (service)	400.00
Filter Care (service)	56.10
Gorecki, Jeremy (uniform)	166.96
Grand Island Independent (subscription)	488.39
Hamilton Information Systems (service)	1568.50

Hastings Fiber Glass Products (supplies)	1798.96
Heritage Bank: Utility Bills ACH Fee (fee)	25.00
Homestead Bank: NSF Fee: Howell (NSF Fee)	6.00
Hometown Leasing (contract)	39.12
Howard Co. Treasurer (Dispatch Fee)	3481.65
Howard Greeley RPPD (supplies)	728.96
Jacobs Ford (service)	224.93
John Deere Financial (supplies)	81.90
Johnny's Lock & Key (service)	68.00
LARM (insurance)	29.84
Logan Contractors Supply (supplies)	10112.50
Madison Nat'l Life (insurance)	203.48
Medica (insurance)	20275.69
Marlow, Annice (education)	1200.00
Menards (supplies)	22.56
Municipal Supply of NE (supplies)	319.40
NE Public Health Environ (lab)	380.00
On the Spot Cleaning (service)	435.00
Onsite Service Solutions (service)	590.00
Open Caret (service)	200.00
Overdrive Inc (books)	423.48
Overland Ready Mixed (concrete)	1396.88
Parts Bin (supplies)	108.72
Penworthy Company (books)	424.38
Protective Equip Testing (service, supplies)	573.60
S E Smith & Sons (supplies)	42.56
Servi-Tech (lab)	261.00
Sherwin Williams (equipment)	5800.00
St Paul Public School (supplies)	449.90
St Paul Rural Fire (reimb)	16623.89
Sun Auto Tire & Repair (service)	194.14
Trentman, Mary (reimb)	43.38
Wesco Distribution (supplies)	3459.90
2025-2026 CITY FUND TRANSFERS (City Transfers Below)	407436.64
Light to Police: Operating: \$178,500	
Light to Park: Operating: \$66,800	
Light to Street: Poles: \$5,000	
Water to General: US Wage: \$23,359	
Water to Park: Operating: \$7,000	
Sewer to General: US Wage: \$23,359	
Landfill to Park: Operating: \$13,247	
General to Swim Pool: Operating: \$13,000	
Street to General: US Wage: \$23,359	

Street to General: Snow Blower: \$41,820
Street to VP Bond: Street Assessments: \$11,992.64

Non-General Disbursements

Fire ICS #103268: Purple Wave Auction: Fire Vehicle (fire vehicle)	7370.00
Health Ded: Medica OneSource - health ded (reimb)	112.66
Sales Tax: Street: Mtr Veh Tax June 2026 Proceeds (Mtr Veh Tax)	9419.73
Sales Tax: Fire Station: June 2026 Proceeds (Fire Station)	20472.66
Sales Tax: 25% Infrastructure: June 2026 Proceeds (25% Infrast)	10236.33
Sales Tax: 7th Street Bar Property Improvement (PIP)	1840.00
Health Ded: Medica OneSource - health ded (reimb)	70.52
25% Infrast. Olsson: Engineer Fee (Eng Fee)	3672.82
Light ICS: Wesco - wire (supplies)	3221.77

The Mayor and Council had a brief discussion on holding the South Central Economic Development District (SCEDD) liable for part of the \$22,674 overage amount pertaining to the formula calculation error. The item has been tabled until Mayor Feeken contacts the South Central Economic Development District (SCEDD) regarding the liability.

Council member Kowalski moved to approve returning City of St. Paul Police Department donated carpet back to Bryan Robinson. Council member Wilson seconded the motion. Council members Kowalski, Peters, Wilson & Woodgate voted aye, nays none. Motion carried 4/0.

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

Sergeant Holmes updates: Grass nuisance letters were delivered and/or mailed on Friday, September 4, 2025, and Saturday, September 5, 2026. A car nuisance at 108 Howard Avenue was briefly discussed.

Utilities Superintendent Helzer reported that Alpha Utility LLC is assisting Hamilton Telecommunications with boring; they have moved to Ord, NE until Spring 2027.

Mayor Feeken updates: (1) City claim at 917 Custer Street regarding broke fence post was turned into LARM; (2) "The Den" Rural Economic Development Loan Grant (REDLG) payments has been brought current.; (3) Hamilton Business staff has installed the City of St. Paul's new server; (4) City of Ord, NE sent a thank you note to the City Electrical Department for assisting in restoring utility damage from a recent storm; and (5) Street closure for the St. Paul Public School Homecoming parade; Utilities Superintendent Helzer will contact Athletic Director Rob Wegner regarding the closure.

Mayor Feeken adjourned the City Council meeting at 8:00 p.m.

Date

Mike Feeken, Mayor

Connie Jo Beck, City Clerk/Deputy Treasurer

Disbursements September 21, 2026

Amazon Capital Svcs (books)	321.63
American Legal Publishing (service)	500.00
AT&T Mobility (service)	747.53
Aurora Cooperative (fuel)	887.25
Black Hills Energy (natural gas)	707.18
City Lights (utilities)	9280.87
Clearfly (telephone)	199.30
Consumer Deposit: Palacios (Rental Dep)	250.00
Consumer Deposit: Stade (Rental Dep)	50.00
Custer County Recycling (service)	30.60
Delta Heating and Air (service)	20500.00
Dutton Lainson (supplies)	44.25
Eakes Office (contract)	156.72
Earl May Seed & Nursery (tree)	199.20
Elan Financial (postage, supplies, fees)	813.40
Filter Care (service)	125.30
Gumdrop Books (books)	1792.82
Heartland Disposal (service)	203.68
Heartland Disposal (service)	5480.75
Hogan, Jody (uniform)	78.74
Homestead Bank Closed Acct Fee (Closed acct Fee)	3.00
Homestead Bank (fee)	28.40
Howard County Register of Deeds (fee)	20.00
Howard Greeley RPPD (utilities)	193981.83
Jim's Champlin (fuel)	4154.83
Jim's Champlin (fuel)	1900.00
Kowalski, Trevor (uniform)	99.98
Leth Auto Repair (service)	426.46
Loup Valley Supply (service)	15.00
Micromarketing LLC (book)	47.66
Midland Telecom (supplies)	563.12
Mid-Nebraska Disposal (service)	5453.00
National Sign Company (signs)	1555.00
NE Revenue: Sales & Use Tax Submittal (August 2026) (tax submittal)	17399.16
NE Revenue: Waster Reduction & Recycling Fee (2026 Fee)	25.00
On the Spot Cleaning (service)	290.00
One Call Concepts (service)	69.62
Overland Ready Mixed (concrete)	1117.50
Palmer Veterinary Clinic (service)	169.60
Petty Cash (postage, fees, supplies)	25.34
Phonograph Herald (publish)	481.08
Quick Med Claims (service)	543.57
SE Smith & Sons (supplies)	76.27
Sample, Mat (reimb)	13.00
Sandhills Fabrication (supplies)	1500.00
Smith Welding (service)	21.25

St. Paul Veterinary Clinic (supplies)	9.00
Svehla Law Office (legal)	2176.00
Thermo Kind Christensen (supplies)	635.61
Triple T Disposal (service)	591.40
US Post Office (postage)	540.00
Wesco (supplies)	74.97

Non-General Disbursements

Health Ded: Medica OneSource - health ded (reimb)	558.03
Sales Tax Money Market to Sales Tax Ckg Transfer (Trfr)	75000.00
TiF: S Squared Enterprises Proceeds (Sept 2026 proceeds)	15427.32
TiF: City of St Paul MAD Dev 1/2 Share Proceeds (Sept 2026 proceeds)	10172.45
TiF: MAD Dev 1/2 Share Proceeds (Sept 2026 proceeds)	10172.45
Health Ded: Medica OneSource - health ded (reimb)	774.99
Health Ded: Medica OneSource - admin fees (fees)	64.00

CITY OF ST PAUL

09/16/26 11:08 AM

Page 1

***Check Detail Register©**

Batch: Disb Sept21 2026

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
11100 CHECKING					
73668	09/21/26	AMAZON CAPITAL SERVICES			
E 44-20-242		BOOKS	\$321.63	1Y7K-JXKG-	Lib - books
		Total	\$321.63		
73669	09/21/26	AMERICAN LEGAL PUBLISHING CORP			
E 10-20-240		PUBLISH / CODIF	\$500.00	53353	Gen - Annual online City Code service (10/22/26-10/22/27)
		Total	\$500.00		
73670	09/21/26	AT&T MOBILITY			
E 32-20-220		COMMUNICATION	\$568.72	08282026	Pol - cell phones, tablets for police vehicles, and evidence cameras
E 03-20-220		COMMUNICATION	\$62.48	08282026	Swr - iPad subscription, internet at WWTP
E 02-20-220		COMMUNICATION	\$24.74	08282026	Wtr - iPad subscription
E 01-20-220		COMMUNICATION	\$49.48	08282026	Lgts - iPad subscription
E 41-20-220		COMMUNICATION	\$42.11	08282026	Pool - cell phone
		Total	\$747.53		
73671	09/21/26	AURORA CO-OP ELEVATOR CO.			
E 32-20-231		CITY GAS & OIL	\$40.40	7549888	Pol - #94 unleaded
E 32-20-231		CITY GAS & OIL	\$38.27	7550068	Pol - #94 unleaded
E 32-20-231		CITY GAS & OIL	\$40.72	7553798	Pol - #95 unleaded
E 32-20-231		CITY GAS & OIL	\$47.48	7556116	Pol - #94 unleaded
E 32-20-231		CITY GAS & OIL	\$39.57	7559513	Pol - #95 unleaded
E 32-20-231		CITY GAS & OIL	\$34.63	7559709	Pol - #95 unleaded
E 32-20-231		CITY GAS & OIL	\$39.24	7563168	Pol - #94 unleaded
E 32-20-231		CITY GAS & OIL	\$45.58	7565673	Pol - #94 unleaded
E 32-20-231		CITY GAS & OIL	\$42.54	7570587	Pol - #94 unleaded
E 32-20-231		CITY GAS & OIL	\$41.93	7570994	Pol - #94 unleaded
E 32-20-231		CITY GAS & OIL	\$36.55	7573007	Pol - #95 unleaded
E 31-20-231		CITY GAS & OIL	\$57.46	7573136	Fire - #54 unleaded
E 32-20-231		CITY GAS & OIL	\$30.81	7574977	Pol - #95 unleaded
E 32-20-231		CITY GAS & OIL	\$41.06	7578596	Pol - #94 unleaded
E 32-20-231		CITY GAS & OIL	\$31.76	7581654	Pol - #95 unleaded
E 32-20-231		CITY GAS & OIL	\$31.36	7581923	Pol - #95 unleaded
E 32-20-231		CITY GAS & OIL	\$46.01	7586259	Pol - #94 unleaded
E 03-20-231		CITY GAS & OIL	\$11.28	7587972	Swr - #93 unleaded
E 32-20-231		CITY GAS & OIL	\$38.68	7588052	Pol - #95 unleaded
E 32-20-231		CITY GAS & OIL	\$36.53	7590146	Pol - #95 unleaded
E 31-20-231		CITY GAS & OIL	\$30.86	7593006	Fire - #93 unleaded
E 32-20-231		CITY GAS & OIL	\$35.22	7593129	Pol - #94 unleaded
E 32-20-231		CITY GAS & OIL	\$49.31	7593569	Pol - #94 unleaded
		Total	\$887.25		
73672	09/21/26	BLACK HILLS ENERGY			
E 02-20-262		BLACKHILLS GAS	\$52.21		Wtr - well house natural gas
E 02-20-262		BLACKHILLS GAS	\$52.21		Wtr - Well #9 natural gas
E 02-20-262		BLACKHILLS GAS	\$98.02		Wtr - WTP natural gas
E 41-20-262		BLACKHILLS GAS	\$213.37		Pool - natural gas

CITY OF ST PAUL

09/16/26 11:08 AM

Page 2

***Check Detail Register©**

Batch: Disb Sept21 2026

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 21-20-262		BLACKHILLS GAS	\$52.24		Strs - natural gas at Street Shop
E 01-20-262		BLACKHILLS GAS	\$101.21		Lgts - natural gas at North Yards
E 44-20-262		BLACKHILLS GAS	\$48.82		Lib - natural gas
E 31-20-262		BLACKHILLS GAS	\$89.10		Fire - natural gas
		Total	\$707.18		
73673	09/21/26	CITY OF ST PAUL LIGHT			
E 10-20-261		CITY LIGHTS	\$311.07		Gen - City office and siren utilities
E 69-20-261		CITY LIGHTS	\$481.22		Sr Cntr - utilities at Senior Center
E 31-20-261		CITY LIGHTS	\$357.75		Fire house utilities
E 42-20-261		CITY LIGHTS	\$528.35		Park - park, batting cage, ball fields, concession stand, picnic shelters, tennis/pickleball courts, and well utilities
E 41-20-261		CITY LIGHTS	\$518.04		Pool - utilities
E 03-20-261		CITY LIGHTS	\$2,194.63		Swr - lift stations and WWTP utilities
E 21-20-261		CITY LIGHTS	\$1,713.09		Strs - street lights, yard lights, and street shop utilities
E 01-20-261		CITY LIGHTS	\$450.78		Lgts - utilities at North yard buildings
E 02-20-261		CITY LIGHTS	\$2,056.87		Wtr - WTP and city well utilities
E 34-20-261		CITY LIGHTS	\$32.46		Cem - utilities at cemetery
E 44-20-261		CITY LIGHTS	\$636.61		Lib - utilities at Library
		Total	\$9,280.87		
73674	09/21/26	CUSTER COUNTY RECYCLING			
E 04-20-325		Recycle Delivery	\$30.60	827	Lndfl - recycling trailer
		Total	\$30.60		
73675	09/21/26	DELTA HEATING & AIR			
E 03-50-550		IMPROVEMENTS	\$20,500.00	1483	Swr - two HVAC units for WWTP
		Total	\$20,500.00		
73676	09/21/26	DUTTON-LAINSON CO.			
E 01-20-270		UTILITY R & M	\$44.25	934018-1	Lgts - 2" PVC sweeps
		Total	\$44.25		
73677	09/21/26	EAKES OFFICE SOLUTIONS			
E 44-20-517		COPIER LEASE	\$156.72		Lib - copier costs (6/6/26 - 6/5/26)
		Total	\$156.72		
73678	09/21/26	ELAN FINANCIAL SERVICES			
E 32-20-313		POSTAGE	\$22.04		Pol - postage for nuisance letters
E 03-20-270		UTILITY R & M	\$27.80		Swr - tubing for composite sampler
E 01-20-266		DocuSend Fee	\$25.98		Lgts - fee to email utility bills
E 01-20-252		Personal Protective Equip	\$155.72		Lgts - leather ground utility gloves
E 10-20-310		OFFICE SUPPLIES	\$27.72		Gen - name plates for new City Clerk
E 10-20-210		PROF&SCHOOLS	(\$410.00)		Gen - credit for canceling LONM conference registration for Katie Kowalski
E 02-20-272		TOOLS	\$214.79		Wtr - iPad screen protector, USB chargers, iPad lanyards, charging cable, Apple pencils, USB adapters
E 10-20-310		OFFICE SUPPLIES	\$12.54		Gen - heavy duty staples
E 01-20-252		Personal Protective Equip	\$119.18		Lgts - nitrile coated gloves

CITY OF ST PAUL

09/16/26 11:08 AM

Page 3

***Check Detail Register©**

Batch: Disb Sept21 2026

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 10-20-310		OFFICE SUPPLIES	\$155.67		Gen - highlighters, 3-ring binder dividers, file folders, expando folders, file folder labels
E 01-20-270		UTILITY R & M	\$23.28		Lgts - soap, paper towels, clorox wipes for City office
E 02-20-270		UTILITY R & M	\$23.27		Wtr - soap, paper towels, clorox wipes for City office
E 10-20-313		POSTAGE	\$5.41		Gen - postage
E 01-20-313		POSTAGE	\$136.67		Lgts - postage
E 02-20-313		POSTAGE	\$136.67		Wtr - postage
E 03-20-313		POSTAGE	\$136.66		Swr - postage
Total			\$813.40		
73679	09/21/26	FILTER CARE			
E 04-20-271		VEHICLE R & M	\$63.25	136737	Lndfl - #44D filter cleaning
E 21-20-271		VEHICLE R & M	\$62.05	136737	Strs - #13 filter cleaning
Total			\$125.30		
73680	09/21/26	GUMDROP BOOKS			
E 44-20-242		BOOKS	\$1,792.82	ORD150039	Lib - books
Total			\$1,792.82		
73681	09/21/26	HEARTLAND DISPOSAL INC			
E 04-20-520		BLDG/ R & M	\$63.34	21136	Lndfl - garbage disposal from City office
E 31-20-520		BLDG/ R & M	\$77.00	21136	Fire - garbage disposal from Fire Station
E 01-20-520		BLDG/ R & M	\$63.34	21136	Lgts - garbage disposal from North yards
Total			\$203.68		
73682	09/21/26	HEARTLAND DISPOSAL INC			
E 04-20-324		SANITATION HAULING	\$5,480.75		Lndfl - sanitation hauling
Total			\$5,480.75		
73683	09/21/26	HOGAN, JODY			
E 10-20-268		Uniforms	\$78.74		Gen - uniform allowance (remaining allowance from City Clerk)
Total			\$78.74		
73684	09/21/26	HOMESTEAD BANK			
E 10-20-209		Pay ACH Fee	\$28.40		Gen - ACH fees
Total			\$28.40		
73685	09/21/26	HOWARD CO REGISTER OF DEEDS			
E 34-20-216		RECORDING FEE	\$10.00		Cem - recording fee - Serbousek
E 34-20-216		RECORDING FEE	\$10.00		Cem - recording fee - Lang
Total			\$20.00		
73686	09/21/26	HOWARD GREELEY RURAL PUBLIC			
E 34-20-260		PUBLIC UTILITY	\$63.28	480	Public utilities - cemetery
E 02-20-260		PUBLIC UTILITY	\$480.11	480	Public utilities - North well
E 02-20-260		PUBLIC UTILITY	\$473.38	480	Public utilities - East well
E 02-20-260		PUBLIC UTILITY	\$46.24	480	Public utilities - Cargill
E 02-20-260		PUBLIC UTILITY	\$815.34	480	Public utilities - West well
E 01-20-260		PUBLIC UTILITY	\$192,103.48	480	Public utilities - lights

CITY OF ST PAUL

09/16/26 11:08 AM

Page 4

***Check Detail Register©**

Batch: Disb Sept21 2026

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
Total			\$193,981.83		
73687	09/21/26	JIMS CHAMPLIN			
E 03-20-231		CITY GAS & OIL	\$1,900.00	267647	Swr - Prepayment of #1 dyed diesel for generator
Total			\$1,900.00		
73688	09/21/26	JIMS CHAMPLIN INC			
E 01-20-231		CITY GAS & OIL	(\$19.39)		Lgts - diesel credit
E 21-20-231		CITY GAS & OIL	(\$11.88)		Strs - diesel credit
E 42-20-231		CITY GAS & OIL	(\$32.88)		Park - unleaded credit
E 01-20-231		CITY GAS & OIL	(\$26.52)		Lgts - unleaded credit
E 02-20-231		CITY GAS & OIL	(\$22.27)		Wtr - unleaded credit
E 34-20-231		CITY GAS & OIL	(\$24.40)		Cem - unleaded credit
E 21-20-231		CITY GAS & OIL	\$83.94	264800	Strs - #44 off road diesel
E 21-20-231		CITY GAS & OIL	\$206.97	264813	Strs - #4D hwy diesel
E 31-20-231		CITY GAS & OIL	\$144.12	264820	Fire - #57, #54, & #52 unleaded
E 42-20-231		CITY GAS & OIL	\$118.35	264864	Park - #11 unleaded
E 03-20-231		CITY GAS & OIL	\$34.25	264898	Swr - #93 unleaded
E 21-20-231		CITY GAS & OIL	\$141.06	264906	Strs - #7 off road diesel
E 21-20-231		CITY GAS & OIL	\$75.53	264942	Strs - #6 unleaded
E 01-20-231		CITY GAS & OIL	\$129.60	265955	Lgts - #12W hwy diesel
E 01-20-231		CITY GAS & OIL	\$162.56	265982	Lgts - #69 unleaded
E 42-20-231		CITY GAS & OIL	\$177.18	265983	Park - unleaded for mowers
E 42-20-231		CITY GAS & OIL	\$64.04	265985	Park - off road diesel for mowers
E 03-20-231		CITY GAS & OIL	\$21.62	265986	Swr - off road diesel for mower
E 21-20-231		CITY GAS & OIL	\$59.38	266038	Strs - #21 off road diesel
E 42-20-231		CITY GAS & OIL	\$161.33	266115	Park - unleaded for mowers
E 42-20-231		CITY GAS & OIL	\$69.87	266115	Park - off road diesel for mowers
E 21-20-231		CITY GAS & OIL	\$147.23	266123	Strs - #18 off road diesel
E 01-20-231		CITY GAS & OIL	\$66.50	266128	Lgts - #2 unleaded
E 21-20-231		CITY GAS & OIL	\$74.81	266134	Strs - #44 off road diesel
E 04-20-231		CITY GAS & OIL	\$42.00	266176	Lndfl - #2 unleaded
E 02-20-231		CITY GAS & OIL	\$44.30	266177	Wtr - unleaded for gas cans
E 03-20-231		CITY GAS & OIL	\$22.90	266183	Swr - off road diesel for mower
E 02-20-231		CITY GAS & OIL	\$100.84	266193	Wtr - #1 unleaded
E 01-20-231		CITY GAS & OIL	\$151.09	266195	Lgts - #5 hwy diesel
E 03-20-231		CITY GAS & OIL	\$18.49	266284	Swr - #19 off road diesel
E 03-20-231		CITY GAS & OIL	\$101.76	266284	Swr - #8 unleaded
E 02-20-231		CITY GAS & OIL	\$75.22	266313	Wtr - #1A unleaded
E 36-20-231		CITY GAS & OIL	\$63.61	266331	EMS - #99-1 hwy diesel
E 03-20-231		CITY GAS & OIL	\$24.98	266354	Swr - off road diesel for mower
E 31-20-231		CITY GAS & OIL	\$66.04	266365	Fire - new #50 unleaded
E 02-20-231		CITY GAS & OIL	\$101.00	267028	Wtr - #1 unleaded
E 01-20-231		CITY GAS & OIL	\$106.48	267066	Lgts - #40W unleaded
E 34-20-231		CITY GAS & OIL	\$189.33	267106	Cem - unleaded for mowers
E 42-20-231		CITY GAS & OIL	\$79.01	267119	Park - #9 unleaded
E 03-20-231		CITY GAS & OIL	\$119.88	267162	Swr - #8 unleaded
E 01-20-231		CITY GAS & OIL	\$55.59	267165	Lgts - #5 hwy diesel
E 21-20-231		CITY GAS & OIL	\$117.98	267226	Strs - #6 unleaded

CITY OF ST PAUL

09/16/26 11:08 AM

Page 5

***Check Detail Register©**

Batch: Disb Sept21 2026

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 34-20-231		CITY GAS & OIL	\$13.00	267258	Cem - #23 unleaded
E 21-20-231		CITY GAS & OIL	\$76.06	267260	Strs - #13 off road diesel
E 34-20-231		CITY GAS & OIL	\$46.50	267263	Cem - #20A off road diesel
E 31-20-231		CITY GAS & OIL	\$10.00	267274	Fire - unleaded for gas can
E 21-20-231		CITY GAS & OIL	\$87.88	267303	Strs - #13 off road diesel
E 02-20-231		CITY GAS & OIL	\$29.75	267311	Wtr - #93 unleaded
E 34-20-231		CITY GAS & OIL	\$184.00	267335	Cem - unleaded for mowers
E 21-20-231		CITY GAS & OIL	\$23.43	267340	Strs - unleaded for gas cans
E 21-20-231		CITY GAS & OIL	\$24.06	267340	Strs - off road diesel for gas cans
E 34-20-231		CITY GAS & OIL	\$53.86	267362	Cem - #20A off road diesel
E 34-20-231		CITY GAS & OIL	\$232.00	267365	Cem - #17 off road diesel
E 01-20-231		CITY GAS & OIL	\$92.79	267388	Lgts - #40W unleaded
Total			\$4,154.83		
73689	09/21/26	KOWALSKI, TREVOR			
E 03-20-268		Uniforms	\$99.98		Swr - uniform allowance
Total			\$99.98		
73690	09/21/26	LETH AUTO REPAIR			
E 02-20-271		VEHICLE R & M	\$426.46	1745	Wtr - #1 replace vapor canister
Total			\$426.46		
73691	09/21/26	LOUP VALLEY SUPPLY, INC.			
E 42-20-270		UTILITY R & M	\$15.00	7206	Park - clean exhaust screen on Stihl trimmer
Total			\$15.00		
73692	09/21/26	MICROMARKETING, LLC			
E 44-20-242		BOOKS	\$47.66	1018522	Lib - book
Total			\$47.66		
73693	09/21/26	MIDLAND TELECOM, INC.			
E 31-50-540		MACH & EQUIPMENT	\$563.12	38989	Fire - 2-way radio for #50
Total			\$563.12		
73694	09/21/26	MID-NEBRASKA DISPOSAL INC			
E 04-20-324		SANITATION HAULING	\$5,453.00		Lndfl - sanitation hauling
Total			\$5,453.00		
73695	09/21/26	NATIONAL SIGN COMPANY LLC			
E 21-20-270		UTILITY R & M	\$1,555.00	IN0003215	Strs - Custom traffic signs per Ordinance No. 1067
Total			\$1,555.00		
73696	09/21/26	ON THE SPOT CLEANING SERVICE			
E 01-20-520		BLDG/ R & M	\$72.50	6472331	Lgts - janitorial service at City office (9/7/26)
E 02-20-520		BLDG/ R & M	\$72.50	6472331	Wtr - janitorial service at City office (9/7/26)
E 01-20-520		BLDG/ R & M	\$72.50	6472332	Lgts - janitorial service at City office (9/13/26)
E 02-20-520		BLDG/ R & M	\$72.50	6472332	Wtr - janitorial service at City office (9/13/26)
Total			\$290.00		
73697	09/21/26	ONE CALL CONCEPTS, INC			
E 01-20-220		COMMUNICATION	\$23.21	6080223	Lgts - Digger's hotline

CITY OF ST PAUL

09/16/26 11:08 AM

Page 6

***Check Detail Register©**

Batch: Disb Sept21 2026

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 02-20-220		COMMUNICATION	\$23.21	6080223	Wtr - Digger's hotline
E 03-20-220		COMMUNICATION	\$23.20	6080223	Swr - Digger's hotline
		Total	\$69.62		
73698	09/21/26	OVERLAND READY MIXED			
E 21-20-280		Concrete - Streets	\$1,117.50	TX126871	Strs - sewer repair at 1410 Indian (to be reimbursed by property owner)
		Total	\$1,117.50		
73699	09/21/26	PALMER VETERINARY CLINIC PC			
E 32-20-218		ANIMAL CONTROL	\$169.60	81367	Pol - boarding fees
		Total	\$169.60		
73700	09/21/26	PETTY CASH, CITY OF ST PAUL			
E 01-20-310		OFFICE SUPPLIES	\$4.54		Lgts - sympathy card (for City Attorney)
E 21-20-271		VEHICLE R & M	\$10.00		Strs - new title for old Truck #10
E 10-20-313		POSTAGE	\$0.80		Gen - postage
E 31-20-271		VEHICLE R & M	\$10.00		Fire - vehicle registration for new #50
		Total	\$25.34		
73701	09/21/26	PHONOGRAPH-HERALD			
E 10-20-240		PUBLISH / CODIF	\$481.08		Gen - publish meeting notices and proceedings
		Total	\$481.08		
73702	09/21/26	S E SMITH AND SONS			
E 01-20-270		UTILITY R & M	\$76.27	683374	Lgts - blocks for Subconn transformer
		Total	\$76.27		
73703	09/21/26	SAMPLE, MATHEW			
E 32-20-271		VEHICLE R & M	\$13.00		Pol - #94 reimbursement for car wash
		Total	\$13.00		
73704	09/21/26	SANDHILLS FABRICATION			
E 21-20-520		BLDG/ R & M	\$1,500.00	1885	Strs - new exterior sign for building
		Total	\$1,500.00		
73705	09/21/26	SMITH WELDING SHOP, INC			
E 21-20-271		VEHICLE R & M	\$21.25	92816	Strs - #21 weld hydraulic cylinder on JD mowing tractor
		Total	\$21.25		
73706	09/21/26	ST PAUL VETERINARY CLINIC, P.C			
E 32-20-218		ANIMAL CONTROL	\$9.00	272671	Pol - eye ointment for cats brought in (B. Lyons)
		Total	\$9.00		
73707	09/21/26	SVEHLA LAW OFFICES PC LLO			
E 10-20-212		LEGAL FEES	\$2,176.00	103737	Gen - legal fees re: multiple contract issues, criminal citations
		Total	\$2,176.00		
73708	09/21/26	THERMO KING CHRISTENSEN			
E 21-20-271		VEHICLE R & M	\$635.61	SG35590	Strs - LED beacons for #18 & #44

CITY OF ST PAUL

09/16/26 11:08 AM

Page 7

***Check Detail Register©**

Batch: Disb Sept21 2026

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
Total			\$635.61		
73709	09/21/26	TRIPLE T DISPOSAL			
E 04-20-324		SANITATION HAULING	\$591.40		Lndfl - sanitation hauling
Total			\$591.40		
73710	09/21/26	U S POSTAL SERVICE			
E 01-20-313		POSTAGE	\$170.00		Lgts - postage
E 02-20-313		POSTAGE	\$170.00		Wtr - postage
E 03-20-313		POSTAGE	\$170.00		Swr - postage
E 04-20-313		POSTAGE	\$30.00		Lndfl - postage
Total			\$540.00		
73711	09/21/26	WESCO DISTRIBUTION, INC.			
E 01-20-270		UTILITY R & M	\$26.82	224875	Lgts - wire connectors
E 01-20-270		UTILITY R & M	\$48.15	227415	Lgts - 90 degree PVC sweeps - inventory
Total			\$74.97		
11100			\$257,706.64		

Fund Summary**11100 CHECKING**

01 LIGHTS	\$194,486.06
02 WATER	\$5,567.36
03 SEWER	\$25,469.91
04 LANDFILL	\$11,754.34
10 GENERAL	\$3,367.43
21 STREETS	\$7,773.19
31 FIREMEN	\$1,405.45
32 POLICE	\$1,570.01
34 CEMETERY	\$810.03
36 AMBULANCE	\$63.61
41 POOL	\$773.52
42 PARK	\$1,180.25
44 LIBRARY	\$3,004.26
69 SENIOR COMM. CENTER	\$481.22
	\$257,706.64

MIKE FEEKEN, MAYOR

ORDINANCE NO. 1073

AN ORDINANCE TO VACATE A PORTION 3RD STREET ABUTTING PART OF LOTS ONE (1), TWO (2), THREE (3), FOUR (4), FIVE (5), AND SIX (6) IN BLOCK THIRTY TWO (32), ORIGINAL TOWN OF SAINT PAUL, HOWARD COUNTY, NEBRASKA, RESERVING AN EASEMENT; TO REPEAL ANY ORDINANCE, OR PARTS OF ANY ORDINANCE IN CONFLICT WITH THIS ORDINANCE; AND TO PROVIDE FOR THE EFFECTIVE DATE OF SUCH ORDINANCE.

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

SECTION 1: The following property is hereby vacated:

The westerly ten (10.0) feet of the existing eighty (80.0) foot right-of-way of 3rd Street, between Davis Street and Elm Street, abutting Lots One (1), Two (2), Three (3), Four (4), Five (5), and Six (6), in Block Thirty Two (32), Original Town of Saint Paul, Howard County, Nebraska.

SECTION 2: The property vacated by Section 1 shall be retained as a public utility easement by the City of St. Paul, Nebraska; and the City shall have the right to maintain, operate, repair, and renew existing public utilities in the right-of-way.

SECTION 3: The title to the property vacated by Section 1 of this Ordinance shall revert to the adjacent property owner.

SECTION 4: This Ordinance is directed to be filed in the office of the Register of Deeds for Howard County, Nebraska.

SECTION 5: Any Ordinance or parts of any Ordinance in conflict herewith are hereby repealed.

SECTION 6: That this Ordinance shall become effective and be in full force and effect after its passage, adoption, and publication as provided by law.

Approved and adopted this 21st day of September, 2026.

CITY OF ST. PAUL, NEBRASKA

By: _____
Mike Feeken, Mayor

ATTEST:

Connie Jo Beck, City Clerk/Deputy Treasurer

Budget 2026-2027

GENERAL

	Anniversary Date	Current Wage	Projected 4.8% Increase for 26-27	Estimated 2026-2027 Payroll	FICA 6.2%	Medicare 1.45%	Pension 6%	Net
Matt Helzer	9/1/1992	\$44.79	\$46.94	\$97,635.03	\$6,053.37	\$1,415.71	\$5,858.10	\$84,307.85
Connie Jo Beck	11/1/1996	\$43.28	\$45.36	\$36,285.95	\$2,249.73	\$526.15	\$2,177.16	\$31,332.92
New City Clerk	11/5/2018	\$32.50	\$39.00	\$81,120.00	\$5,029.44	\$1,176.24	\$4,867.20	\$70,047.12
Deputy Clerk	11/5/2018	\$30.20	\$31.65	\$32,916.00	\$2,040.79	\$477.28	\$1,974.96	\$28,422.97
Overtime				\$2,000.00	\$124.00	\$29.00	\$120.00	\$1,727.00
Total				\$249,956.99	\$15,497.33	\$3,624.38	\$14,997.42	\$215,837.86

Council Members								
Mayor		\$900.00	\$900.00	\$3,600.00	\$223.20	\$52.20		\$3,324.60
Council Members		\$600.00	\$600.00	\$9,600.00	\$595.20	\$139.20		\$8,865.60
Sally Einspahr		\$600.00	\$600.00	\$2,400.00	\$148.80	\$34.80		\$2,216.40
Total Council Pay				\$15,600.00	\$967.20	\$226.20	\$0.00	\$14,406.60

Grand Total General				\$265,556.99	\$16,464.53	\$3,850.58	\$14,997.42	\$230,244.46
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- Notes:
- 1 - Mayor and City Council payroll pursuant to Ordinance No. 1025
 - 2 - Connie and Matt to receive approx 4.8% increase consistent with negotiated union wage increase
 - 3 - Connie through 02/28/2027
 - 3 - New City Clerk - made an estimate on wage

Budget 2026-2027

POLICE

	Anniversary Date	Current Wage	Projected 4.8% Increase for 26-27	Estimated 2026-2027 Payroll	FICA 6.2%	Medicare 1.45%	Pension 6%	Net
New - Police Chief			\$37.67	\$78,353.60	\$4,857.92	\$1,136.13	\$4,701.22	\$67,658.33
Thomas Holmes, Sergeant	1/3/2024	\$32.50	\$34.06	\$70,844.80	\$4,392.38	\$1,027.25	\$4,250.69	\$61,174.48
Mathew Sample (Officer)	6/20/2023	\$27.17	\$30.13	\$62,670.40	\$3,885.56	\$908.72	\$3,760.22	\$54,115.89
New Officer			\$28.47	\$59,217.60	\$3,671.49	\$858.66	\$3,553.06	\$51,134.40
Part-Time Officers (was \$21)		\$25.00	\$25.00	\$7,512.50	\$465.78	\$108.93	\$450.75	\$6,487.04
Secretary	10/1/2019	\$20.81	\$21.81	\$22,682.40	\$1,406.31	\$328.89		\$20,947.20
Total Police Dept.				\$301,281.30	\$18,679.44	\$4,368.58	\$16,715.93	\$261,517.35
Overtime				\$10,000.00	\$620.00	\$145.00	\$600.00	\$8,635.00
On Call				\$4,000.00	\$248.00	\$58.00	\$240.00	\$3,454.00
Grand Total Police				\$315,281.30	\$19,547.44	\$4,571.58	\$17,555.93	\$273,606.35

- Notes:
- 1 - Police Secretary based on average 20 hours per week (1040 hours per year). Historically has received the same increase as union employees.
 - 2 - Chief, Sergeant and Officers wages received 4.69% increase 10/1/25.
 - 3 - Sergeant Jon Howard retired 06/30/2026 - Officer Holmes was promoted to Sergeant 07/06/2026
 - 4 - Chief Dan Howard resigned effective 07/17/2026.
 - 5 - Estimate wages for a new Chief and a new Officer.
 - 6 - On call hours (\$2.00 an hour) 10/2024 - 09/2025 - \$3,352.00; 10/01/2025 - 05/28/2026 - \$1,916.50 - NOT CURRENTLY IN BUDGET
 - 7 - Part-time hours 10/2024 - 09/2025 - 278.50 hours, \$5,848.50; 10/2025 - 05/28/2026 - 154.50 hours, \$3,862.50 - Projected no change to hourly rate. Estimated 300 hours
 - 8 - Overtime hours 10/2024 - 09/2025 - 208.25 hours, \$8,845.96; 10/01/2025 - 05/28/2026 - 136.75 hours, \$5,965.76



2025 CPI

Databases, Tables & Calculators by Subject

Change Output Options: From: 2025 To: 2025 GO

[Special Notices 1/14/2026](#)☐ Include graphs ☐ Include annual averages[More Formatting Options](#) ➔

Data extracted on: March 31, 2026 (11:48:36 AM)

Consumer Price Index for All Urban Consumers (CPI-U)

Series Id: CUUR0200SA0, CUUS0200SA0

Not Seasonally Adjusted

Series Title: All items in Midwest urban, all urban consumers, not seasonally adjusted

Area: Midwest

Item: All items

Base Period: 1982-84=100

Download: [xls](#)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2025	294.404	295.232	296.227	296.688	297.342	299.529	299.836	300.753	301.579	-(X)	300.771	300.404	298.433	296.570	300.669

X : Data unavailable due to the 2025 lapse in appropriations

12-Month Percent Change

Series Id: CUUR0200SA0, CUUS0200SA0

Not Seasonally Adjusted

Series Title: All items in Midwest urban, all urban consumers, not seasonally adjusted

Area: Midwest

Item: All items

Base Period: 1982-84=100

Download: [xls](#)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2025	3.4	3.1	2.7	2.4	2.4	3.0	2.6	2.8	3.1	(X)	3.0	2.7	2.8	2.8	2.8

X : Data unavailable due to the 2025 lapse in appropriations

U.S. BUREAU OF LABOR STATISTICS Office of Publications and Special Studies Suitland Federal Center Floor 7 4600 Silver Hill Road Washington, DC 20212-0002

Telephone: 202-691-5200 Telecommunications Relay Service: 7-1-1 www.bls.gov [Contact Us](#)4.8 % raises
effective 10/1/26

SKILLED GAMING DEVICE (MECHANICAL AMUSEMENT DEVICE)			KENO	
(CASH DEVICE TAX FROM THE HOWARD COUNTY TREASURER) - REVENUE / EXPENDITURE SPREADSHEET				
Start Date: July to September 2025				
DATE	REVENUE AMOUNT	EXPENDITURE AMOUNT	BALANCE	COMMENT
	GL #11201	62-239		
November 1, 2025	\$ 761.46	\$ -	\$ 761.46	Revenue: July, August & Sept 2025
March 11, 2026	\$ 755.86	\$ -	\$ 1,517.32	Revenue: October - December 2025
June 8, 2026	\$ 1,133.93		\$ 2,651.25	Revenue: January - March 2026
September 10, 2026	\$ 1,051.45		\$ 3,072.70	Revenue: April-June 2026
File: Shared: Skilled Gaming Device Inform: Revenue Skilled Gaming Device				

Date	Type	Description	Category	Amount	Balance	Note
9/10/2026	Deposit	Deposit		1051.45	24388.03	Skilled Gaming Tax

Skilled Gaming Tax

504409

Keno
11201



Homestead Bank
your journey, your bank.

Date

9-10-26

*

0300 504409

ACCT.
NO

Name

City of St Paul

Address

DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL

Sign For
Cash Back

Keno
April - June
2026

62

DESCRIPTION

DOLLARS

CENTS

CURRENCY

COIN

C
H
E
C
K
S

From Howard Co. Treas.
St Paul - City
Cash Device Tax

TOTAL FROM
OTHER SIDE
LESS CASH
RECEIVED

1051.45

TOTAL
DEPOSIT

62739 \$
11201

1,051.45

CHECKS AND OTHER ITEMS ARE RECEIVED FOR DEPOSIT SUBJECT TO THE RULES AND REGULATIONS OF THIS BANK



City of St. Paul, Nebraska

704 6th Street • St. Paul, NE 68873

Phone (308) 754-4483

September 11, 2026

Howard County Assessor
Neal Dethlefs
612 Indian Street, #10
St. Paul NE 68873

Re: Request to Terminate Tax Division for TIF Project

Dear County Assessor:

I am writing to formally request that the tax division associated with the following Tax Increment Financing (TIF) project be discontinued:

TIF Project: Prairie Falls Subdivision

Property Owner: Corey and Tarra Larsen

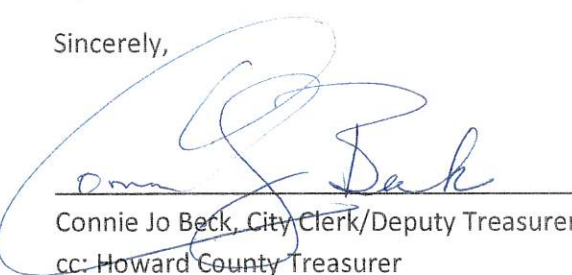
Parcel/Property ID: #471011774

Property Address: 615 Paul Street, St. Paul, NE 68873

The indebtedness or obligations associated with the project have been satisfied. I request that the tax division be terminated and that future property taxes be distributed in the ordinary manner to the applicable taxing entities.

Thank you for your attention to this request. Please contact me at (308)754-4483 or email cjbeck@cityofstpaulne.org if additional information is needed.

Sincerely,



Connie Jo Beck, City Clerk/Deputy Treasurer
cc: Howard County Treasurer

File: Shared: TIF Request Terminate Tax Division



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

