

1st Council Regular Meeting
Monday, October 5, 2026 6:30 PM

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

Agenda

1. Mayor Mike Feeken calls City Council meeting to order, with the "Pledge of Allegiance" and the "Open Meeting Statement" as required by NE State Statutes 84-1407 through 84-1414; Mayor Feeken also states that the City Council may vote to go into Closed Session on any agenda item as allowed by NE State Statute 84-1410.
2. Submittal of Request for Future Agenda Items
3. Reserve time to Speak on an Agenda Item
4. Discuss - Approve / Deny "Land Lease and Generator Use Agreement between the City of St. Paul, Nebraska and Hamilton Long Distance Company.
5. Discuss - Approve / Deny St. Paul Rescue Squad members (1) Adam Powell, St. Paul, NE and (2) Trev Sharman, St. Paul, NE.
Note: The St. Paul Rescue Squad members will be placed on Life Insurance through Christensen Insurance and with the State of Nebraska.
6. Consent Agenda Items: Discuss - Approve / Deny: (1) Minutes September 21, 2026 (regular); (2) Zoning Permit Minutes September 29, 2026; and (3) Disbursements of October 5, 2026.
7. Discuss - Approve / Deny Jody Hogan's mileage pertaining to the NE League of Municipalities Conference in Lincoln, NE on September 23-25, 2026 in the amount of \$176.32.
8. Utilities Superintendent Helzer updates
9. Mayor Feeken updates:
10. Public Announcements
11. 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.
12. Mayor Feeken adjourns City Council meeting
13. Informational Items:
14. **This agenda, including supporting documentation, is available for public viewing during normal business hours at the City Office, 704 6th Street, St. Paul, Nebraska.**

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

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

It is the intention of the Mayor and City Council to take up the items on the agenda in sequential order. However, the Mayor and City Council reserves the right to take up matters in a different order to accommodate the schedules of the City Council members,

person(s) having items on the agenda, and the public. The City of St. Paul reserves the right to adjust the order of items on the agenda.

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

AGENDA ITEM REQUEST FORM

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

City Council Meeting Date: _____

Requested Agenda Item: _____

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

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

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

Name (please print): _____

Name (signature): _____

Address: _____

Phone Number: _____

.....
For City Official Use Only

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

____ Referred to City Council Committee for Recommendation

City Council Action Taken: _____

City Funds Authorized: _____

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

REQUEST FOR OPEN PUBLIC RECORDS

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

Full Name: _____ (Phone) _____

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

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

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

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

I hereby request a copy of the following public records:

Requestor Signature _____ Date _____ Email/Fax Number _____

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

For Administrative Records

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

Signed _____ Date _____

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

Signed _____ Date _____

YOUR COPY OF THIS FORM SHALL SERVE AS YOUR RECEIPT

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

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

Name of person making complaint _____

Residential address _____

Postal address _____

Phone Number _____ Email address _____

Complaint Details

Date of Incident _____ Time _____

Location of Incident _____

Who/what is the subject of your complaint? _____

DETAILED summary of your complaint _____

Witness Details (If applicable)

Name of witness(es) _____

Address _____

Phone Number of witness _____

Complaint Outcome

How would you like this issue resolved? _____

Signature of Complainant

Action taken by City

**LAND LEASE AND GENERATOR USE AGREEMENT
BETWEEN
THE CITY OF ST. PAUL, NEBRASKA
AND
HAMILTON LONG DISTANCE COMPANY**

THIS LAND LEASE AND GENERATOR USE AGREEMENT ("Agreement") is entered into by and between the City of St. Paul, Nebraska, a Nebraska municipal corporation ("City"), and Hamilton Long Distance Company, a Nebraska corporation ("Hamilton"), and shall be effective as of the date of the last signature affixed hereto by the parties (the "Effective Date").

WHEREAS, the City owns certain real property located adjacent to St. Paul City Hall in Howard County, Nebraska, as described herein (the "Leased Premises");

WHEREAS, Hamilton desires to lease the Leased Premises for the purpose of constructing and operating a telecommunications central office building and associated equipment, including a back-up generator ("Generator"); and

WHEREAS, the City desires to lease the Leased Premises to Hamilton in exchange for rent as described herein and, as additional consideration, the right to connect to and use the Generator during the term of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

I. LEASED PREMISES

- A. The City hereby leases to Hamilton, and Hamilton hereby leases from the City, that portion of the City's real property located adjacent to St. Paul City Hall, Howard County, Nebraska, as more particularly described below (the "Leased Premises"). The City-owned parent parcel upon which the Leased Premises are located is legally described as follows:

Lots Thirteen (13), Fourteen (14), and Fifteen (15), and the vacated Ten (10) Feet of Fifth Street, according to Commissioners Record filed in Book 1, page 374 all in Block Nineteen (19), in the Original Town of St. Paul, Howard County, Nebraska

The specific portion of the parent parcel leased to Hamilton pursuant to this Agreement is legally described as follows:

Part of Lot Fifteen (15), Block Nineteen (19), Original Town of St. Paul, Howard County, Nebraska, more particularly described as follows: BEGINNING at the Southwest corner of Lot Fifteen (15), thence on an assigned bearing of North 00°01 '37" West on the westerly line of said Lot Fifteen (15) a distance of 36.00 feet; thence North 89°59'37" East and parallel with the southerly line of said Lot Fifteen (15) a distance of 20.00 feet; thence South 00°01 '37" East and parallel with the westerly line of said Lot Fifteen (15) a distance of 36.00 feet to the southerly line of said Lot Fifteen (15); thence South 89°59'37" West on said southerly lot line a distance of 20.00 feet to the POINT OF BEGINNING, containing a calculated area of 720.0 square feet or 0.02 acres, more or less.

The location and dimensions of the Central Office Building, Generator, utility connections, access areas, and other improvements to be constructed by Hamilton on the Leased Premises shall be depicted on a site plan approved by the City pursuant to this Section. The approved site plan shall be specified in Exhibit A attached hereto.

- B. Prior to commencement of any construction activities, Hamilton shall provide the City with a site plan depicting the dimensions and location of the Central Office Building and all associated equipment, including the Generator and any required utility connections, in sufficient detail to enable the City to assess compatibility with existing City infrastructure. The site plan shall be approved in writing by the City prior to construction, such approval not to be unreasonably withheld.
- C. Hamilton shall use the Leased Premises solely for the construction, installation, operation, maintenance, repair, replacement, and removal of a telecommunications central office building ("Central Office Building"), the Generator, and associated telecommunications infrastructure and equipment. No other use of the Leased Premises is permitted without the prior written consent of the City.

II. TERM

- A. This Agreement shall commence on the Effective Date and, unless sooner terminated as provided herein, shall continue for an initial term of twenty (20) years (the "Initial Term").
- B. Hamilton may extend this Agreement for successive periods of ten (10) years each (each, an "Extension Term"), provided that, as to each Extension Term:

(i) Hamilton delivers written notice of its election to extend to the City no less than one (1) year prior to expiration of the then-current Initial Term or Extension Term, as applicable; (ii) Hamilton is not in default under this Agreement beyond any applicable cure period as of the date of such notice; and (iii) Hamilton has not discontinued its use of the Generator for utility service purposes, as described in Section V, for any continuous period exceeding ninety (90) days prior to the date of such notice. Hamilton's failure to timely deliver notice of election under this Section shall result in automatic expiration of this Agreement at the end of the then-current term, with no further notice or action required by the City. The Initial Term and any Extension Term(s) so elected are collectively referred to herein as the "Term."

C. The City's right to use the Generator described in Section V shall be coextensive with the Term of this Agreement and shall terminate automatically upon termination or expiration of this Agreement for any reason.

III. CONSIDERATION

A. As material consideration for this Agreement, Hamilton shall provide the City with the right to connect to and use the Generator as set forth in Section V. The parties acknowledge that this right constitutes material consideration for the City's agreement to lease the Leased Premises to Hamilton.

B. As additional material consideration for this Agreement, Hamilton shall provide, at no cost to the City, Best Available Service (as defined below) to each of the following locations (collectively, the "City Service Locations"):

Location	Address
City Office	704 6th Street
St. Paul Police	514 Grand Street
Water Treatment Plant	319 Custer Street
Wastewater Treatment Plant	02 Howard Avenue
St. Paul Parks Dept	524 Taylor Street
St. Paul Street Dept	824 6th Street
St. Paul Fire Dept	1022 4th Street
St. Paul North Yards	954 13th Avenue
St. Paul Public Library	1301 Howard Avenue
North Well - Well #95B	41.209558467848645, -98.3821532927469
East Well - Well #95A	41.20747526602371, -98.37897457735392
West Well - Well #9	41.20696158963947, -98.38743344995396
St Paul Civic Center	423 Howard Ave

The City may designate additional City Service Locations from time to time upon written notice to Hamilton, provided that any such addition shall be limited to facilities owned or occupied by the City for governmental purposes and shall be subject to technical feasibility as set forth in Section I.C below.

- C. "Best Available Service" means the highest grade of broadband service that Hamilton makes generally available to its customers in the relevant service area at the time service is provided. If provision of Best Available Service to a City Service Location added under Section I.B requires extension of Hamilton's facilities, main line construction, or other capital investment beyond Hamilton's existing service area, Hamilton shall notify the City of such requirement and the parties shall negotiate in good faith regarding the scope, cost, and timing of any such extension; Hamilton shall have no obligation to provide service to such location until the parties agree in writing on those terms.
- D. The parties acknowledge that no cash rent is payable by Hamilton to the City under this Agreement, and that the consideration described in Sections I.A and I.B, taken together, constitutes the entirety of the consideration flowing to the City in exchange for the Leased Premises.
- E. Hamilton's obligation to provide Best Available Service to the City Service Locations under this Section I shall be coextensive with the Term of this Agreement and shall terminate automatically upon termination or expiration of this Agreement for any reason, except as to service already provided.

IV. CONSTRUCTION AND IMPROVEMENTS

- A. Hamilton shall be solely responsible for all costs associated with the design, permitting, and construction of the Central Office Building, Generator, and all related improvements and utility connections on the Leased Premises. All construction shall be performed in a good and workmanlike manner, in compliance with applicable federal, state, and local laws, regulations, and codes, and in accordance with the approved site plan.
- B. Hamilton shall, at its sole cost and expense, obtain all permits, licenses, and governmental approvals required for construction and operation of the Central Office Building, Generator, and associated improvements. Hamilton shall comply with all applicable building, zoning, fire, safety, and environmental regulations.
- C. All contractors and subcontractors employed by Hamilton for construction on the Leased Premises shall carry commercial general liability insurance and workers' compensation insurance meeting the minimum requirements set

forth in Section VIII. Hamilton shall furnish certificates of insurance to the City prior to commencement of construction.

- D. Hamilton shall keep the Leased Premises and the City's property free and clear of all mechanic's liens arising from construction activities by or on behalf of Hamilton. If any such lien is filed, Hamilton shall cause it to be discharged or bonded over within thirty (30) days of notice thereof. Hamilton's failure to discharge or bond any such lien within the time specified shall constitute a material default hereunder.
- E. The costs of any physical connection between the Generator and the City's electrical system, including all necessary equipment, metering, transfer switches, conduit, wiring, and related infrastructure ("Connection Infrastructure"), shall be allocated between the parties as follows: Hamilton shall be responsible for costs associated with the Generator-side connection; the City shall be responsible for costs associated with the City-side connection. The parties shall cooperate in good faith to identify, specify, and coordinate the installation of the Connection Infrastructure prior to initial operation of the Generator. The allocation described herein is subject to modification by written amendment signed by both parties.

V. GENERATOR USE BY CITY

- A. During the Term, Hamilton grants to the City a non-exclusive right to connect to and draw electrical power from the Generator for back-up power purposes at City Hall and such other City facilities as the parties may agree in writing ("City Load"). This right is a license appurtenant to the City's interest as lessor under this Agreement and is not transferable or assignable by the City.
- B. The parties acknowledge that technical feasibility of the shared Generator arrangement is subject to ongoing review. Prior to execution of this Agreement, Hamilton and the City shall work cooperatively to confirm the technical specifications, electrical capacity, connection requirements, and any necessary transfer switch or metering arrangements. The mutually agreed technical specifications shall be specified in Exhibit B attached hereto. If the parties are unable to agree upon technically feasible specifications within sixty (60) days of the Effective Date, either party may terminate this Agreement upon ten (10) days' written notice without further liability, except that Hamilton shall restore the Leased Premises as provided in Section XI.
- C. Hamilton and the City shall mutually agree in writing upon the maximum electrical load the City is permitted to draw from the Generator ("City Capacity Allocation"), which shall be specified in Exhibit C attached hereto. The City shall not connect additional facilities or increase its connected load beyond the

City Capacity Allocation without Hamilton's prior written consent. Hamilton's telecommunications, network, safety, and operational requirements shall have priority over all City loads. Hamilton may require immediate reduction, disconnection, or curtailment of City loads whenever reasonably necessary to protect Generator integrity, maintain safe operation, preserve fuel reserves, perform maintenance, comply with applicable legal requirements, or satisfy Hamilton's operational needs. In the event of a conflict between Hamilton's operational requirements and the City's use of the Generator, Hamilton's requirements shall control.

- D. The City's access to and use of the Generator shall at all times be subject to Hamilton's exclusive operational control and reasonable operating requirements. Hamilton shall have sole authority to operate, test, maintain, repair, replace, monitor, and refuel the Generator and to determine the timing, manner, and procedures for all such activities. The City shall comply with all reasonable instructions issued by Hamilton regarding the connection to, use of, or disconnection from the Generator, including instructions related to load management, emergency operation, maintenance activities, and system testing. The City shall only connect those facilities and loads authorized pursuant to the City Capacity Allocation and shall not interfere with or impair Hamilton's operation of the Generator. The parties shall designate authorized representatives for operational communications and shall promptly notify one another of any material equipment failure, safety incident, or operational issue affecting Generator service.
- E. Hamilton shall be solely responsible for all maintenance, repair, testing, and replacement of the Generator and shall maintain the Generator in good operating condition throughout the Term. Hamilton shall provide the City with reasonable advance notice of scheduled maintenance or testing that will result in Generator unavailability exceeding four (4) hours. Hamilton shall have no liability to the City for Generator unavailability resulting from maintenance, repair, testing, emergency conditions, or events beyond Hamilton's reasonable control.
- F. Hamilton shall be responsible for maintaining an adequate fuel supply for operation of the Generator and shall pay all costs associated with the purchase and delivery of fuel.
- G. HAMILTON MAKES NO WARRANTY, EXPRESS OR IMPLIED, REGARDING THE GENERATOR, INCLUDING BUT NOT LIMITED TO WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, RELIABILITY, CONTINUITY OF POWER, OR SUITABILITY FOR CITY HALL OPERATIONS. THE CITY ASSUMES ALL RISK ASSOCIATED

WITH ITS RELIANCE ON THE GENERATOR AS A BACK-UP POWER SOURCE.

VI. ACCESS AND SECURITY

- A. The City reserves the right to access the Leased Premises at any time upon reasonable prior notice to Hamilton for purposes of inspection, maintenance of adjacent City property, or emergency response. In the case of emergency, no prior notice shall be required. The City shall not unreasonably interfere with Hamilton's operations during any such access.
- B. Hamilton shall be responsible for implementing and maintaining reasonable security measures for the Central Office Building and Generator, including perimeter fencing, lighting, and access controls as Hamilton deems appropriate. Any fencing, signage, or security infrastructure placed on the Leased Premises shall be subject to the City's prior written approval, not to be unreasonably withheld. Hamilton shall provide the City with access credentials, keys, or codes necessary for City personnel to access the Generator in accordance with this Agreement.
- C. Hamilton shall install and maintain such protective barriers, bollards, curbing, fencing, or other physical protection measures as are reasonably necessary to protect the Central Office Building, Generator, fuel systems, and related equipment from accidental vehicle contact or other foreseeable physical damage arising from the proximity of public streets, driveways, parking areas, or other vehicular traffic. The location, design, and specifications of such protective measures shall be subject to the City's prior written approval, not to be unreasonably withheld, conditioned, or delayed. The City shall not materially alter adjacent traffic patterns, parking configurations, or vehicular access in a manner that unreasonably increases the risk of damage to the Central Office Building or Generator without first consulting with Hamilton regarding appropriate protective measures.
- D. Hamilton acknowledges the proximity of the Central Office Building to City Hall and agrees to conduct its operations and access the Leased Premises in a manner that does not unreasonably interfere with City Hall operations or compromise City Hall security. Hamilton's personnel, contractors, and invitees shall comply with all reasonable City security protocols communicated to Hamilton in writing.
- E. Hamilton shall have the right to install, maintain, and operate underground or overhead utility connections to serve the Leased Premises, subject to City approval of routing and installation methodology. Any utility connections that

cross or affect City property outside the Leased Premises shall require a separate written easement or license from the City.

VII. CONDITION OF PREMISES; HAZARDOUS MATERIALS

- A. Hamilton accepts the Leased Premises in its present, as-is condition. The City makes no representation or warranty regarding the condition, suitability, or fitness of the Leased Premises for Hamilton's intended use.
- B. Hamilton shall not use, generate, store, or dispose of any Hazardous Materials on or about the Leased Premises in violation of applicable environmental law. For purposes of this Agreement, "Hazardous Materials" means any substance defined, listed, or regulated as hazardous, toxic, or a pollutant under applicable federal, state, or local law, including but not limited to fuels and petroleum products associated with Generator operation, which Hamilton shall handle in compliance with all applicable regulations.
- C. If any release or spill of Hazardous Materials attributable to Hamilton's operations occurs on the Leased Premises, Hamilton shall immediately notify the City and applicable regulatory agencies and shall promptly undertake all required remediation at Hamilton's sole cost and expense. Hamilton's remediation obligations shall survive the termination or expiration of this Agreement.

VIII. INDEMNIFICATION AND INSURANCE

- A. Hamilton shall indemnify, defend, and hold harmless the City, its officers, employees, and agents (collectively, "City Indemnitees") from and against any and all claims, actions, losses, damages, costs, and expenses (including reasonable attorney fees) arising out of or related to: (a) Hamilton's use of the Leased Premises or the Generator; (b) Hamilton's construction or installation activities; (c) any breach of this Agreement by Hamilton; (d) the negligence or willful misconduct of Hamilton, its employees, contractors, or agents; or (e) any release of Hazardous Materials caused by Hamilton; except to the extent such claims arise from the negligence or willful misconduct of the City.
- B. Throughout the Term, Hamilton shall maintain, at its sole cost and expense, the following insurance coverages with insurers reasonably acceptable to the City:
 - (1) Commercial general liability insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate, covering bodily injury, property damage, personal injury, and contractual liability;

- (2) Workers' compensation insurance as required by Nebraska law and employers' liability insurance with limits of not less than \$500,000 per occurrence;
 - (3) Property insurance covering Hamilton's personal property, improvements, and equipment on the Leased Premises on an all-risk basis at replacement cost value; and
 - (4) Such other insurance as the City may reasonably require upon thirty (30) days' written notice.
 - (5) Hamilton shall name the City as an additional insured on its commercial general liability policy and shall furnish the City with certificates of insurance evidencing required coverages prior to commencement of operations and upon each policy renewal. Policies shall provide for at least thirty (30) days' advance written notice to the City of cancellation or material modification.
- C. The City shall indemnify, defend, and hold harmless Hamilton, its officers, directors, employees, and agents from and against any claims, losses, or damages arising out of the City's use of the Generator or the Connection Infrastructure on the City's side of the connection, including claims arising from the City's negligence, except to the extent such claims arise from Hamilton's negligence, willful misconduct, or failure to maintain the Generator as required herein.
- D. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING DAMAGES FOR LOSS OF USE, LOST PROFITS, OR BUSINESS INTERRUPTION, REGARDLESS OF WHETHER SUCH DAMAGES ARE FORESEEABLE OR WHETHER A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IX. TAXES AND ASSESSMENTS

- A. Hamilton shall be solely responsible for any personal property taxes assessed against Hamilton's personal property, equipment, improvements, and the Central Office Building located on the Leased Premises. If Hamilton's presence or improvements cause the Leased Premises to become subject to any real property tax, assessment, or charge that would not otherwise apply to City-owned property, Hamilton shall reimburse the City for such taxes or assessments within thirty (30) days of demand.

- B. Hamilton shall be solely responsible for all utility costs associated with the Central Office Building and Generator, including electrical service, unless otherwise agreed in writing.

X. DEFAULT AND REMEDIES

- A. Each of the following shall constitute an event of default under this Agreement:

- (1) Hamilton's failure to maintain the Generator in good operating condition for a period in excess of sixty (60) days after written notice from the City, unless such failure is due to causes beyond Hamilton's reasonable control;
- (2) Either party's material breach of any covenant or obligation under this Agreement, which breach remains uncured for thirty (30) days after written notice from the non-breaching party, or, if such breach is not reasonably curable within thirty (30) days, if the breaching party fails to commence cure within thirty (30) days and diligently pursue cure to completion;
- (3) Hamilton's insolvency, general assignment for the benefit of creditors, or the filing of voluntary or involuntary bankruptcy proceedings that are not dismissed within ninety (90) days; or
- (4) Hamilton's abandonment of the Leased Premises for a period in excess of one hundred eighty (180) consecutive days.

- B. Upon the occurrence of an uncured event of default, the non-defaulting party may pursue any remedy available at law or in equity, including termination of this Agreement upon written notice. Remedies shall be cumulative and not exclusive. The City's remedies upon default shall include, without limitation, the right to re-enter and take possession of the Leased Premises.

- C. For purposes of this Section, "Abandonment" means Hamilton's cessation of all use, operation, and maintenance activity on the Leased Premises for a continuous period in excess of one hundred eighty (180) consecutive days, coupled with objective indicia of an intent not to resume such use, including but not limited to: (i) removal of equipment, personnel, or infrastructure material to Hamilton's use of the Leased Premises, other than removal for maintenance, repair, or replacement purposes; (ii) failure to maintain insurance, utilities, or security required under this Agreement; or (iii) written or verbal notice from Hamilton to the City of its intent to discontinue use of

the Leased Premises. Abandonment shall not be deemed to have occurred during any period in which Hamilton's cessation of use is attributable to: (a) scheduled maintenance of which Hamilton has provided the City advance written notice; (b) force majeure; or (c) an act or omission of the City that prevents Hamilton's use of or access to the Leased Premises or the Generator.

XI. SURRENDER AND REMOVAL

- A. Upon the expiration or earlier termination of this Agreement, Hamilton shall vacate and surrender the Leased Premises to the City in a clean, safe condition, free of Hazardous Materials and in substantially the same condition as existed at commencement, reasonable wear and tear excepted.
- B. Upon termination, Hamilton shall, at the City's election, either: (a) remove the Central Office Building, Generator, and all other improvements and equipment and restore the Leased Premises to its pre-construction condition at Hamilton's sole cost and expense; or (b) surrender the Central Office Building and improvements to the City in good condition, in which case ownership of such improvements shall transfer to the City at no cost. The City shall notify Hamilton of its election within sixty (60) days prior to the termination or expiration date. If Hamilton fails to remove improvements after election of option (a) within ninety (90) days of the termination date, the City may remove and dispose of such improvements at Hamilton's expense.
- C. If Hamilton remains in possession of the Leased Premises after expiration of the Term without a written renewal or extension, such holdover shall be deemed a month-to-month tenancy terminable on thirty (30) days' written notice by either party. Hamilton shall continue to provide the consideration enumerated in Section III for the duration of any holdover period.

XII. ASSIGNMENT AND SUBLETTING

- A. Hamilton may not assign this Agreement or sublease the Leased Premises without the prior written consent of the City, which consent shall not be unreasonably withheld; provided, however, that Hamilton may assign this Agreement without City consent to an affiliated entity or successor entity in connection with a merger, consolidation, or sale of substantially all of Hamilton's assets, so long as the successor entity expressly assumes all of Hamilton's obligations hereunder and provides the City with written notice of such assignment within thirty (30) days thereof.
- B. This Agreement shall be binding upon and inure to the benefit of the City's successors in title to the property on which the Leased Premises is situated.

XIII. GENERAL PROVISIONS

- A. This Agreement, together with the Exhibits attached hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior discussions, representations, and understandings, whether written or oral.
- B. This Agreement may not be modified or amended except by a written instrument signed by authorized representatives of both parties. Any amendment involving City-owned real property shall also require approval by the St. Paul City Council.
- C. This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska. Any litigation arising out of or related to this Agreement shall be brought exclusively in the District Court of Howard County, Nebraska.
- D. In any action to enforce this Agreement, the prevailing party shall be entitled to recover its reasonable attorney fees and costs from the non-prevailing party.
- E. All notices required or permitted under this Agreement shall be in writing and delivered by hand, overnight courier, certified mail, return receipt requested, or email with confirmation of receipt, to the following addresses:

If to the City: City of St. Paul
 Attn: City Clerk
 704 6th Street
 St. Paul, NE 68873

If to Hamilton: Hamilton Long Distance Company
 Attn: Chief Legal Officer
 1006 12th Street
 Aurora, NE 68818

Notices shall be deemed effective upon receipt or, if by certified mail, upon the date of delivery as confirmed by the return receipt.

- F. Neither party shall be in default hereunder for any delay or failure to perform caused by circumstances beyond such party's reasonable control, including acts of God, natural disaster, war, terrorism, governmental action, or power grid failure; provided that the affected party provides prompt written notice of the force majeure event and uses reasonable efforts to minimize its impact and resume performance.

G. This Agreement is for the sole benefit of the parties hereto and their respective permitted successors and assigns. Nothing in this Agreement shall create any rights in any third party.

H. If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall continue in full force and effect.

I. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates first written below.

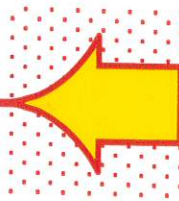
Dated this _____ day of _____, 2026.

CITY OF ST. PAUL, NEBRASKA

By: _____
Mike Feeken, Mayor

Attest:

Connie Jo Beck, City Clerk



Dated this _____ day of _____, 2026.

HAMILTON LONG DISTANCE COMPANY

By: _____
John Nelson, President

EXHIBIT A

SITE PLAN

EXHIBIT A

SITE PLAN



*West end of property is situated on east end of easement.

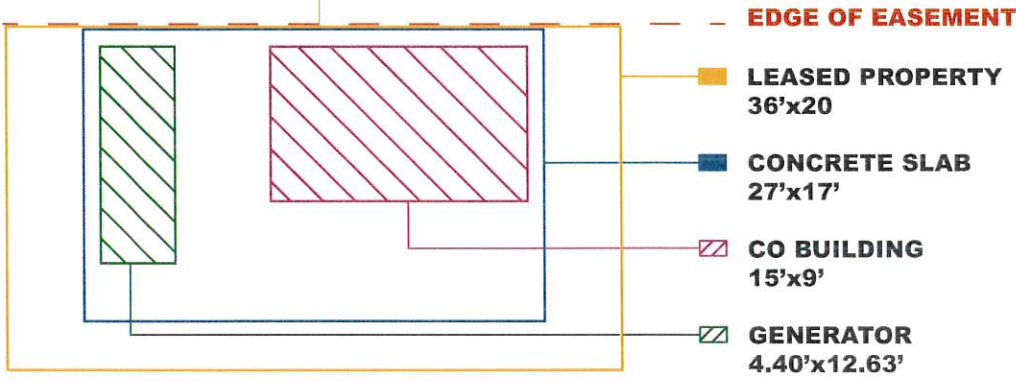


EXHIBIT B

GENERATOR SPECIFICATIONS

Pursuant to Section V of the Agreement, the parties have mutually determined that the Generator sharing arrangement described in the Agreement is technically feasible subject to the specifications set forth below.

1. Generator Description.
 - a. Manufacturer: Kohler/Rehlko
 - b. Model:
 - c. Rated Capacity: 200 KW
 - d. Fuel Type: Natural Gas (convertible to propane if access to natural gas is lost).
 - e. Fuel Storage Capacity: n/a
 - f. Location: As depicted in Exhibit A
2. City Connection.
 - a. Point of Interconnection: Generator 300-amp output breaker
 - b. Voltage: 120/240 volts
 - c. Phase Configuration: 3
 - d. Service Equipment Requirements: Kohler/Rehlko 400 amp rated transfer switch
 - e. Metering Requirements: n/a
3. Transfer Equipment.
 - a. Transfer Switch Type: Kohler/Rehlko
 - b. Transfer Switch Location: City building
 - c. Automatic or Manual Operation: Automatic with manual override
 - d. Protective Devices Required: surge protector suggested
4. Communications and Monitoring.
 - a. Remote Monitoring Requirements: Engine and generator set thresholds
 - b. Alarm Notifications: Sent to Hamilton
 - c. Testing and Reporting Requirements: Hamilton will test per manufacturer suggestions
5. Additional Specifications.
 - a. Hamilton will exercise generator with load transfer biweekly for up to an hour at the Party's discretion.

EXHIBIT C

CITY CAPACITY ALLOCATION

Pursuant to Section V of the Agreement, the parties agree that the maximum electrical load available for City use from the Generator shall be as set forth below.

1. Maximum Allocated Capacity.

The City's Capacity Allocation shall be:

150 kW

and shall not exceed:

400 amps at 120/240 volts.

2. Connected Facilities.

The City may utilize Generator power solely for the following facilities and loads: All.

10-5-26
EMT-B

CITY OF ST. PAUL
PUBLIC SAFETY EMPLOYMENT APPLICATION
Fire Department

The CITY OF ST. PAUL is an Equal Opportunity Employer. Race, color, religion, age, sex, disability, marital or voters, status, place of national origin and other categories protected by law are not factors in employment, promotion, compensation or working conditions.

Please Print

Date:

Application should be completed in its ENTIRETY, without reference to attached resume. Applicants are responsible for the accuracy of this form. Failure to provide complete information could jeopardize your opportunity for full consideration.

Applicant Information

Name: Adam Powell
Address: 919 Grant St, St Paul, NE City/State: _____ Zip Code: 68873
Telephone: 531-229-2565 Message #: (Same)
Do you have a valid driver's license? Yes State/License #: _____
Are you over 18 years of age? Yes
Have you ever applied to, or worked for the CITY OF ST. PAUL before? Yes If yes, when? Fire Dept
Do you have any friends or relatives working for the CITY OF ST. PAUL? Yes
If yes, state name and relationship: Wife Nekita Powell - EMS, Brendan - EMS, Briana - EMS
How did you hear about us/this opening? _____
Have you ever been, convicted of a felony or misdemeanor (including any sealed or expunged convictions)? No (Note: Applicant may be denied employment solely on the grounds of a conviction of a criminal offense. The nature of the offense, the date of the offense, the surrounding circumstances and the relevance of the offense to the position applied for may, however be considered.)
If yes, explain — include arresting agency: _____

General Information about Employment Desired

Position, you are applying for? Circle one: Firefighter OR EMT - B

If applying for EMT - B, do you currently hold EMT-B Certification? No (Attach to application)

Are you available to volunteer your time on days, evenings and nights? Yes

Educational Background			
School Location / Sponsor	Course of Study	Dates Attended / Diploma / Degree	
High School			
Community College			
Trade School			
College University			
Seminars / Other			

Employment History

List all previous employers starting with your present or most recent position. Attach additional sheets if necessary.

CITY OF ST. PAUL

PUBLIC SAFETY EMPLOYMENT APPLICATION

Fire Department

10-5-26
EMT-B

The CITY OF ST. PAUL is an Equal Opportunity Employer. Race, color, religion, age, sex, disability, marital or voters, status, place of national origin and other categories protected by law are not factors in employment, promotion, compensation or working conditions,

Please Print

Date:

Application should be completed in its ENTIRETY, without reference to attached resume. Applicants are responsible for the accuracy of this form. Failure to provide complete information could jeopardize your opportunity for full consideration.

Applicant Information

Name: Trev Sharman

Address: 310 Wallace St City/State: NE Zip Code: 68873

Telephone: 308-750-9160 Message #: () Same as other

Do you have a valid driver's license? Yes State/License #: 143360 H13377073

Are you over 18 years of age? Yes

Have you ever applied to, or worked for the CITY OF ST. PAUL before? yes If yes, when? 2020 Police officer

Do you have any friends or relatives working for the CITY OF ST. PAUL? no relatives some friends (I think)

If yes, state name and relationship: _____

How did you hear about us/this opening? Going to EMS calls as a deputy

Have you ever been, convicted of a felony or misdemeanor (including any sealed or expunged convictions)? NO (Note: Applicant may be denied employment solely on the grounds of a conviction of a criminal offense. The nature of the offense, the date of the offense, the surrounding circumstances and the relevance of the offense to the position applied for may, however be considered.)

If yes, explain — include arresting agency: _____

General Information about Employment Desired

Position, you are applying for? Circle one: Firefighter OR EMT-B

If applying for EMT - B, do you currently hold EMT-B Certification? No (Attach to application)

Are you available to volunteer your time on days, evenings and nights? yes

Educational Background				
	School Location / Sponsor	Course of Study	Dates Attended / Diploma / Degree	
High School	<u>Palmer NE</u>		<u>Graduated 2013</u>	<u>HS</u>
Community College				
Trade School				
College University	<u>Some College</u>	<u>Political Science</u>		
Seminars / Other		<u>History</u>		

Diploma

Employment History

List all previous employers starting with your present or most recent position. Attach additional sheets if necessary.

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

Monday, September 21, 2026

A Community Development Agency (CDA) and Regular Council meeting of the Mayor and City Council of the City of St. Paul, Nebraska was held at City Hall in said City on Monday, September 21, 2026, at 6:30 p.m. Present were Mayor Mike Feeken and Council members Katie Kowalski, Bill Peters, Mark Wilson, and 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 meeting was communicated in the advance notice. All proceeds thereafter shown were taken while the convened meeting was opened to the attendance of the public.

Mayor Feeken opened the meeting at 6:30 p.m. with thanking the public for attending and announcing that the City of St. Paul abides by the Open Meetings Act, which is posted on the west wall as required by Nebraska State Law §84-1407 through §84-1414. Mayor Feeken also stated that the City Council may vote to go into Closed Session on any agenda item as allowed by NE State Law §84-1410.

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

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

Mayor Mike Feeken called the meeting to order at 6:31 p.m. 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.

Council member Woodgate moved to approve the 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. Council member Peters seconded the motion. Council members Kowalski, Peters, Wilson & Woodgate voted aye, nays none. Motion carried 4/0.

Council member Woodgate moved to approve the City of St. Paul Amendment to the Community Revenue Redevelopment Note (Dalton Meadows Project) Series 2016A. The maturity date of the note shall be the earlier of: (1) December 31 of the 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. Council member Peters seconded the motion. Council members Kowalski, Peters, Wilson & Woodgate voted aye, nays none. Motion carried 4/0.

Council member Woodgate moved to approve the MAD Development Amendment to the Community Revenue Redevelopment Note (Dalton Meadows Project) Series 2016B. The maturity date of the note shall be the earlier of: (1) December 31 of the 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. Council member Peters seconded the motion. Council members Kowalski, Peters, Wilson & Woodgate voted aye, nays none. Motion carried 4/0.

Mayor Feeken adjourned the Community Development Agency (CDA) meeting at 6:34 p.m.

Mayor Feeken opened the REGULAR City Council meeting at 6:34 p.m.

Council member Kowalski moved to approve the City Electrical Department purchasing a T740 T4 V2 Bobcat Compact Track Loader (M0273) in the amount of \$82,371.06. The item is in the 2026-2027 fiscal year budget. Council member Wilson seconded the motion. Council members Kowalski, Peters, Wilson & Woodgate voted aye, nays none. Motion carried 4/0.

City Attorney Andrew Graham was in attendance to provide an overview of the prospective referendum petition that was submitted by Donald M. McClain (613 6th Street) on August 27, 2026. This was regarding Council action on August 17, 2026, approving the merger of the St. Paul Police Department and the Howard County Sheriff's Department. Mr. McClain will have six (6) months to collect valid registered voter signatures. City Attorney Graham also provided a definition and explanation of the "declaratory judgment. 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. Council member Kowalski moved to approve Resolution 2026-07, authorizing City Attorney Graham to commence an action for declaratory judgment pursuant to Neb. Rev. Stat. §18-2538 upon filing of a signed referendum petition with the City Clerk; and authorizing the expenditure of funds therefor. Council member Wilson seconded the motion. Council members Kowalski, Wilson & Woodgate voted aye, Council member Peters voted nay. Motion carried 3/1.

A lengthy discussion ensued between the Mayor, City Council and the audience pertaining to the Interlocal Law Enforcement Services and Transition Agreement between the City of St. Paul Police Department and the Howard County Sheriff's Department. Topics included: (1) edits from both the City of St. Paul Attorney and the Howard County Attorney; (2) municipal administrative functions aren't referenced or addressed in the "agreement" involving UTV licensing, pet tag, mobile food trucks, and nuisances. City Attorney Graham stated that the

"agreement" gets blurry between the criminal and administrative areas; (3) Code Enforcement Officer; (4) City assets; (5) Qualifying Extra-Ordinary Cost; (4) a dedicated Law Enforcement Officer is not stated in the contract; and (5) Howard County Dispatcher cost. Howard County Chief Deputy Paul Tartaglia stated that he is willing to have an addendum to the Interlocal Agreement if changes need to be made.

Council member Kowalski moved to approve the Interlocal Law Enforcement Services and Transition Agreement between the City of St. Paul Police Department and the Howard County Sheriff's Department. Council member Wilson seconded the motion. Council members Kowalski and Wilson voted aye, Council member Peters and Woodgate voted nay. Mayor Feeken voted aye to break the tie. Motion carried 3/2.

Council member Kowalski moved to approve 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. Council member Wilson seconded the motion. Council members Kowalski and Wilson voted aye, Council members Peters and Woodgate voted nay. Mayor Feeken voted aye, to break the tie. Motion carried 3/2.

Council member Woodgate moved to approve the City of St. Paul funding \$10,000 from keno to the St. Paul Baseball Museum for Fiscal Year 2026-2027 to promote the museum and to assist with rent and maintenance. Council member Wilson seconded the motion. Council members Kowalski, Peters, Wilson & Woodgate voted aye, nays none. Motion carried 4/0. Sandy Mudloff stated that the St. Paul Baseball Museum has become a separate 501c3 entity.

Council member Peters moved to approve the 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. Council member Wilson seconded the motion. Council members Kowalski, Peters, Wilson, and Woodgate voted aye, nays none. Motion carried 4/0.

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
Clearly (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

Council Member Wilson introduced Ordinance 1073; vacating 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. Council member Kowalski waived the three (3) readings of Ordinance 1073 on three (3) separate occasions. Council member Woodgate seconded the motion. Council members Kowalski, Peters, Wilson & Woodgate voted aye, nays none. Motion carried 4/0. Council member Kowalski moved for final passage of Ordinance 1073. Council member Wilson seconded the motion. Council members Kowalski, Peters, Wilson & Woodgate voted aye, nays none. Motion carried 4/0.

Council member Kowalski moved to approve the City of St Paul's Non-Union Employee Consumer Price Index (CPI) wage increase of 4.8% effective October 1, 2026; this also includes Mrs. Jody Hogan. Council member Wilson seconded the motion. Council members Kowalski, Peters, Wilson, and Woodgate voted aye, nays none. Motion carried 4/0.

Utilities Superintendent Helzer updates: Repairing of the "O" Street railroad crossing.

Mayor Mike Feeken updates: (1) Skilled Gaming Device proceeds from April through June 2026 were \$1,051.45; and (2) the City will be terminating the tax division for the TIF project in Prairie Falls Subdivision Parcel ID #471011774 at 615 Paul Street.

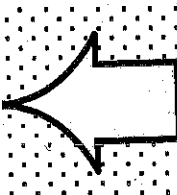
Public Announcements: St. Paul Chamber of Commerce has hired Julie Nitsch as the Executive Director; her employment start date will be on Tuesday, October 13, 2026.

Mayor Feeken adjourned the City Council meeting at 8:29 p.m.

Date

Mike Feeken, Mayor

Connie Jo Beck, City Clerk/Deputy Treasurer



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

Tuesday, September 29, 2026

RE: Interlocal Law Enforcement Services and Transition Agreement between the City of St. Paul Police Department and the Howard County Sheriff's Office

A special meeting of the Mayor and City Council of the City of St. Paul, Nebraska was held in the City Council Chambers (City Hall) at 704 6th Street, St. Paul, Nebraska in said City on Tuesday, September 29, 2026, at 5:30 p.m. Present were Mayor Mike Feeken and Council members Katie Kowalski, Bill Peters, Mark Wilson, Jerry Woodgate. Also in attendance was Sheriff Mike Hoff and Chief Deputy Paul Tartaglia. Notice of the meeting was posted in four (4) public places, with a Certificate of Posting, and was placed on the City of St. Paul website. Notice of meeting was communicated in the advance notice. All proceeds thereafter shown were taken while the convened meeting was opened to the attendance of the public.

Mayor Feeken opened the meeting at 5:30 p.m. with the Pledge of Allegiance and thanking everyone for attending and announcing that the City of St. Paul abides by the Open Meetings Act, which is present in the room as required by Nebraska State Law §84-1407 through §84-1414.

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" regarding 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.

Council member Woodgate moved to deny the claim of Howard County in the amount of \$250,000 for the first Contract Year 1 Service Fee installment under the "Interlocal Law Enforcement Services and Transition Agreement." The claim is to be paid from the City of St. Paul Police Department appropriation in the 2026-2027 Budget by warrant dated Thursday, October 1, 2026, payable to the Howard County Treasurer. The warrant is to be delivered to the Howard County Clerk on Thursday, October 1, 2026. All Howard County, Nebraska parties have signed the "Agreement". Council member Peters seconded the motion. Council members Peters and Woodgate voted aye, Council members Kowalski and Wilson voted nay. Mayor Feeken voted nay to break the tie. Motion carried 3/2.

Council member Wilson moved to approve the claim of Howard County in the amount of \$250,000 for the first Contract Year 1 Service Fee installment under the "Interlocal Law Enforcement Services and Transition Agreement." Council member Kowalski seconded the motion. Council members Kowalski and Wilson voted aye, Council members Peters and Woodgate voted nay. Mayor Feeken voted aye to break the tie. Motion carried 3/2.

Note: Police Department Property tax will arrive monthly through the 2026-2027 Budget in the amount of \$364,800; also a transfer out of the Light Department in the amount of \$178,500 will absorb the cost of the transaction.

Council member Wilson moved to approve extending Mary Trentman's City of St. Paul's secretary position for one (1) additional pay period following October 1, 2026. Council member Woodgate seconded the motion. Council members Kowalski, Peters, Wilson, and Woodgate voted aye, nays none. Motion carried 4/0. Mrs. Trentman's last day will be October 15, 2026.

Council member Kowalski moved to approve the claims for final St. Paul Police Department wages and overtime of the City police personnel ending on the October 1, 2026, pay period. Council member Wilson seconded the motion. Council members Kowalski and Wilson voted aye. Council members Peters and Woodgate voted nay. Mayor Feeken voted aye to break the tie. Motion carried 3/2. There was also a brief discussion regarding vehicles, inventory and storage container that is located at the sewer lagoon site.

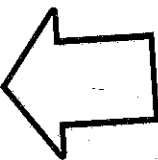
Council member Kowalski moved to approve authorizing the Mayor and City Clerk signing the inventory asset list, property transfer documents, and the Joint Readiness Certification required by the "Interlocal Law Enforcement Services and Transition Agreement", after the review by City Attorney Graham. Council member Wilson seconded the motion. Council members Kowalski and Wilson voted aye, Council members Peters and Woodgate voted nay. Mayor Feeken voted aye to break the tie. Motion carried 3/2.

Mayor Feeken adjourned the City Council meeting at 5:56 p.m.

Date

Mike Feeken, Mayor

Connie Jo Beck, City Clerk/Deputy Treasurer



St. Paul Planning Commission
September 29, 2026
Meeting Minutes

A meeting of the St. Paul Planning Commission was convened in open and public session on the 29th day of September, 2026 in the Council Chambers at the City office, 704 6th Street, St. Paul, Nebraska.

Chairman Solko called the meeting to order at 12:03 p.m. with a statement regarding the Open Meetings Act; which is posted on the west wall of the City Council chambers. Notice of the meeting was posted in four (4) public places. The agenda was sent to the Commission members prior to the meeting and was posted in four (4) public places. Commission members present: Tyler Solko, Connie Becker, Arvilla Jacobs, and Tony Walch. Commission members absent: Dan Scheer. Also present Matt Helzer and Laura Berthelsen (minutes).

Commission member Jacobs moved to approve the August 24, 2026 meeting minutes. Commission member Walch seconded the motion. Commission members Becker, Jacobs, Solko, and Walch voted aye, nays none. Motion carried 4/0.

Commission member Walch moved to ratify the administrative approval of the following zoning permit applications:

- (a) 2026-37 Julie Rasmussen – fence at 1117 Elm Street
- (b) 2026-38 Ashlyn Lukasiewicz – fence at 1412 Jackson Street
- (c) 2026-39 Jess & Katie Stanczyk – fence at 10 Cougar Lane

Commission member Becker seconded the motion. Commission members Jacobs, Solko, Walch, and Becker voted aye, nays none. Motion carried 4/0.

Commission member Becker moved to approve the following zoning permit application:

- (a) 2026-40 Tony Walch – commercial shed at 309 Elm Street

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

Commission member Becker moved to approve the following zoning permit applications:

- (a) 2026-41 Nicholas Helmer. – detached garage at 317 Wallace Street
- (b) 2026-42 SubConn Inc. – commercial building at 82 Davis Street

Commission member Jacobs seconded the motion. Commission members Solko, Jacobs, Walch, and Becker voted aye. Motion carried 4/0.

The meeting was adjourned at 12:13 p.m.

Sincerely,

Matthew T. Helzer
Zoning Administrator

Tyler Solko
Chairman

Laura Berthelsen
Planning Secretary

St. Paul Planning Commission
Tuesday, September 29, 2026
12:00 p.m. (noon)

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

Agenda

1. Chairman Solko calls the meeting to order.
2. Discuss – Approve / Deny the August 24, 2026 minutes.
3. Ratify the administrative approval of the following zoning permit applications:
 - (a) 2026-37 Julie Rasmussen – fence at 1117 Elm Street
 - (b) 2026-38 Ashlyn Lukasiewicz – fence at 1412 Jackson Street
 - (c) 2026-39 Jess & Katie Stanczyk – fence at 10 Cougar Lane
4. Discuss – Approve / Deny the following zoning permit applications:
 - (a) 2026-40 Tony Walch – shed on 3rd Street, between Davis & Elm Streets
 - (b) 2026- 41 Nicholas Helmer – detached garage at 317 Wallace Street
 - (c) 2026-42 SubConn, Inc. – commercial building at 82 Davis Street
5. Zoning Administrator Helzer report
6. Public comments
7. Adjournment

Value \$ 5,000

PERMIT NUMBER 2026-37
FEE \$25.00 CASH CHECK# 1446CC
paid 8/24/26

APPLICATION FOR A FENCE PERMIT

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

Property Owner Julie Rasmussen Contractor SELF

Address 1117 Elm Address _____

City, State, Zip St. Paul, ME, 68873 Phone Number _____

Phone Number 308-750-0967 Cell Phone _____

Complete Legal Description of the Property Lot 8, W 4' of Lot 7 and E 24' of Lot 9 Block 14 Military
St. Paul

Address of Fence Site 1117 Elm Is Fence new or replacing a current fence? Both

Size and Type (material) of Fence: Plastic / white

Approximately when will the construction: Start 9- -26 Finish 9- -26

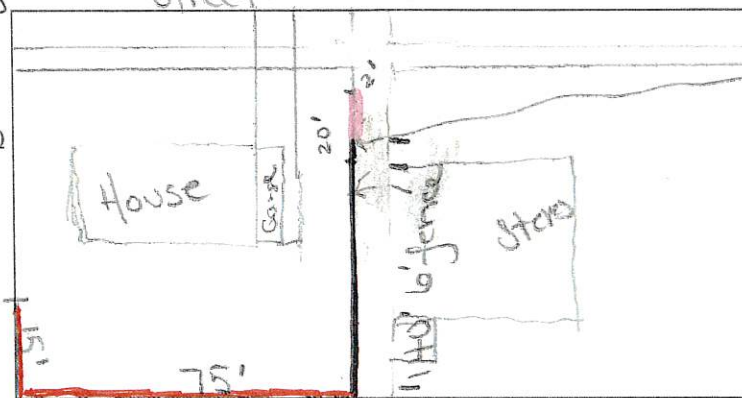
Contact Utility Superintendent at (308) 754-4483 regarding Inspection Matt Helzer Date of visit 8-25-26
(Matt Helzer's signature)

Recommendations needed before approval:

MUST CALL DIGGERS HOTLINE @ 811 BEFORE DIGGING – CONSTRUCTION ON UTILITY EASEMENTS IS NOT PERMITTED. The above information is, to the best of my knowledge, true and accurate. It is understood and agreed that any error, misstatement or misrepresentation of fact, either with or without intention on my part, such as might, if known, cause a refusal of this application, or any alteration or change in plans made without the approval of the Zoning Administrator subsequent to the issuance of the Permit, shall constitute sufficient grounds for the revocation of such permit. **This permit is valid for one (1) year from approval date.** **The signature also indicates permission granted to the Zoning Administrator to inspect the site in which this permit is granted at any time until completed.**

Signature of Applicant Jule Rasmussen Date 8-24-26

**Drawing showing placement of
Proposed fence on the property
(include location of house, sheds, etc.)**



E 6"

Replace Steve's fence
Scorner to garage

U6 * ~~OK to place~~
~~on property line~~

For Office Use Only:

Permit is Approved _____ Denied _____ Date _____

Zoning Administrator

Reasons for Denial: _____

City of St. Paul Zoning Administrator
704 6th St, St. Paul, NE 68873
Phone 308-754-4483, E-mail: mhelzer@cityofstpaulne.org

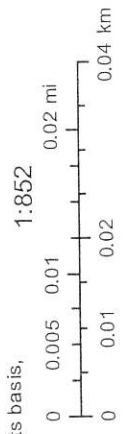
2026-37



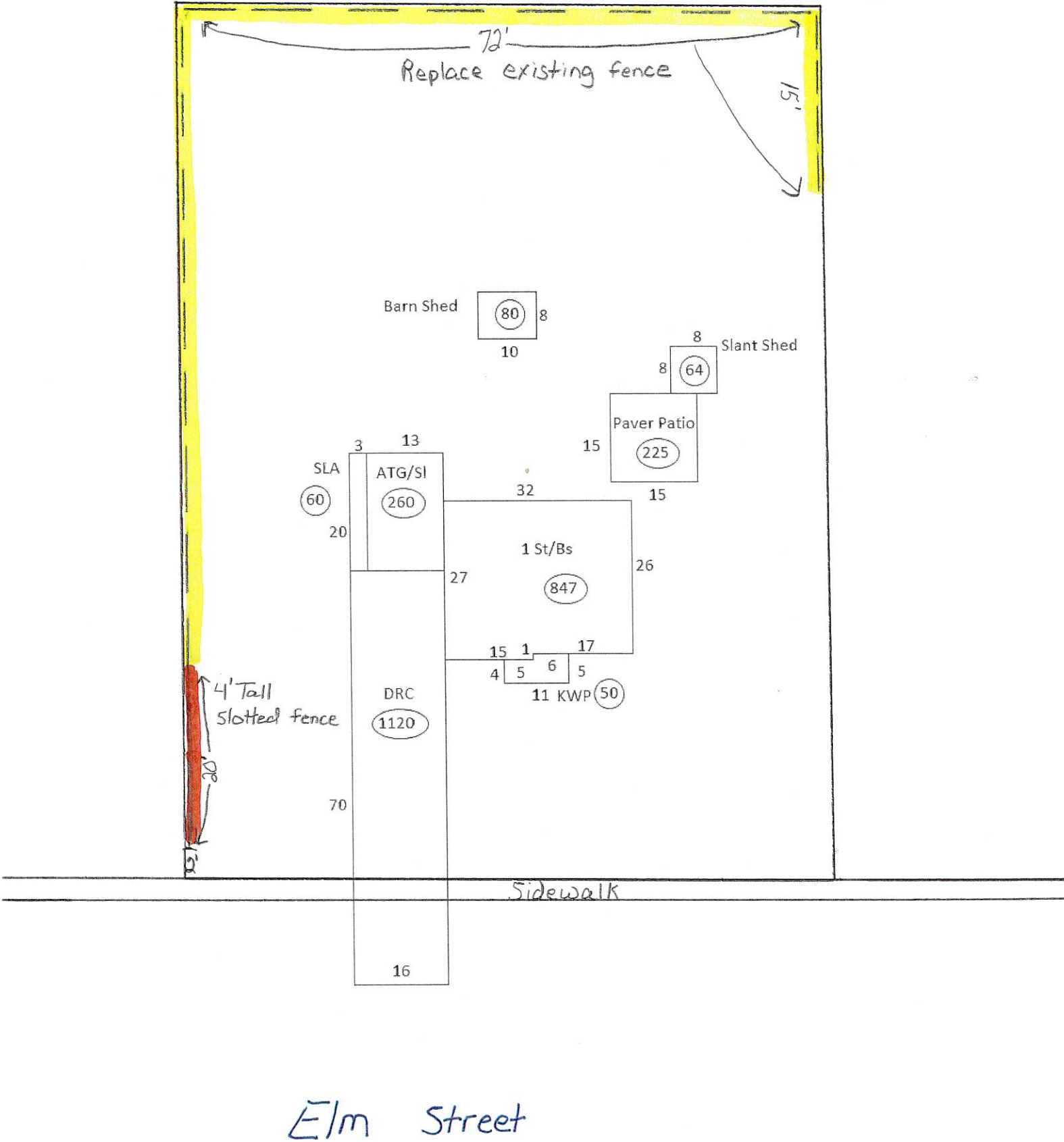
August 25, 2026
13:48 PM

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

-  Parcels
-  Sections



2026-37



ZONING PERMIT

THIS PERMIT # 2026-37 is issued to

Julie Rasmussen

For the purpose of

installing a fence

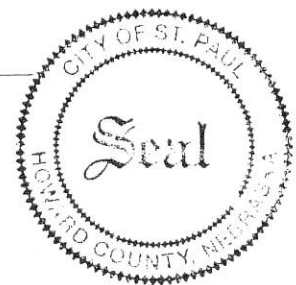
Located at 1117 Elm Street

This permit is issued subject to the City of St. Paul Planning & Zoning regulations.
Violation of any use or setback regulations may be cause for the revocation of this permit.

This permit will expire on August 25, 2027

Matt Helger

Zoning Administrator



Please place this permit in a visible location facing any public street or roadway.

Zoning Classification R2

Value \$ 1540.⁰⁰

PERMIT NUMBER 2026-38
FEE \$25.00 CASH X CHECK# _____ CC _____
paid 8/25/26

APPLICATION FOR A FENCE PERMIT

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

Property Owner Ashlyn Lukasiewicz Contractor SELF

Address 1412 Jackson St Address _____

City, State, Zip St. Paul, NE, 68873 Phone Number _____

Phone Number (308) 571-0999 Cell Phone _____

Complete Legal Description of the Property N 1/2 W 1/2 lot K Bryans Addition

Address of Fence Site 1412 Jackson St Is Fence new or replacing a current fence? New

Size and Type (material) of Fence: 70' x 65' x 70' 4 foot black chain link fence

Approximately when will the construction: Start Sept 8th Finish Sept 30th

Contact Utility Superintendent at (308) 754-4483 regarding Inspection Matt Helzer Date of visit 9-9-26
(Matt Helzer's signature)

Recommendations needed before approval: _____

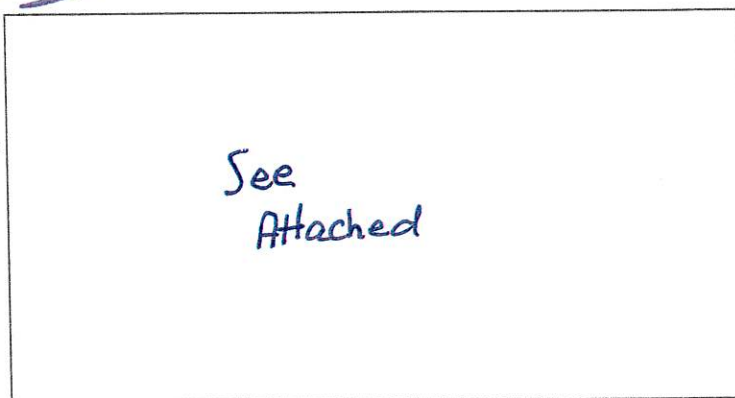
MUST CALL DIGGERS HOTLINE @ 811 BEFORE DIGGING – CONSTRUCTION ON UTILITY EASEMENTS IS NOT PERMITTED. The above information is, to the best of my knowledge, true and accurate. It is understood and agreed that any error, misstatement or misrepresentation of fact, either with or without intention on my part, such as might, if known, cause a refusal of this application, or any alteration or change in plans made without the approval of the Zoning Administrator subsequent to the issuance of the Permit, shall constitute sufficient grounds for the revocation of such permit. This permit is valid for one (1) year from approval date.
The signature also indicates permission granted to the Zoning Administrator to inspect the site in which this permit is granted at any time until completed.

Signature of Applicant [Signature] Date _____

N _____

Drawing showing placement of
Proposed fence on the property
(include location of house, sheds, etc.)

W _____



E _____

S _____

For Office Use Only: Permit is Approved ✓ Denied _____ Matthew T Helzer Date 9/10/26
Zoning Administrator

Reasons for Denial: Admin Approval per § 11.1.1 of zoning regs

2026-38

AMERICAN FENCE COMPANY

ADDRESS

1605 N. Shady Bend Rd., Grand Island, NE 68802
PH: (308) 395-0793

SALESMAN

Patrick Donovan

DATE 7/28/2026 PHONE: (308) 571-0999

CUSTOMER Ashlyn Lukasiewicz

PROJECT LOCATION: 1412 Jackson St

CITY St Paul STATE NE

BILLING ADDRESS:

CITY STATE

EMAIL ASHLUKE10@GMAIL.COM

CELL

WORK

ZIP 6887

AFC JOB#

ZIP

PHONE

308-249-7856

PGRAR26-0392-A

STYLE DRAWING

HEIGHT

LENGTH

4' Black

4.0'

174.0'

PROJECT TOTAL

GATE INFORMATION

4' wide x 4' tall

☒ SS☐ DD

8' wide x 4' tall

☐ SS☒ DD☐ SS☐ DD☐ SS☐ DD

Fence Price

\$3,979.84

OPTIONAL ITEMS BELOW ARE NOT
INCLUDED IN FENCE PRICE

ESTIMATED

\$0.00

SURVEY

SPRINKLER INS.

\$250.00

OPTIONAL ITEMS SUB

\$250.00

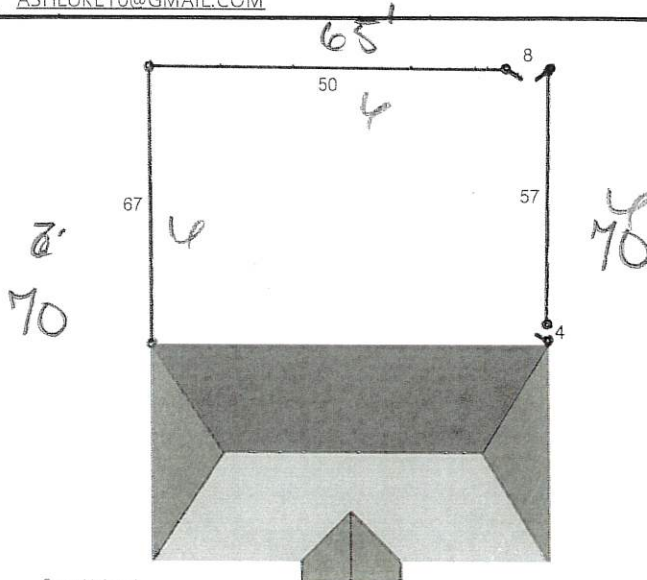
TOTAL

OFFICE USE ONLY

DATE

TYPE

AMOUNT



Fence style legend
This drawing is not to scale.
■ chainlink

DESCRIPTION OF ASHLYN LUKASIEWICZ PROJECT

QUOTE IS GOOD FOR 14 DAYS

Fence 1: Install approximately 170' of 4' Black Chain Link with bottom tension wire and one 4' wide x 4' tall single swing gate and one 8' wide x 4' tall double drive gate. Post will be driven into the ground 36", gate post will be set in wet cement.

On the back and or second page of this proposal are very important terms and conditions that we are requesting that you review. If you do not have these terms and conditions; do not execute and contact your sales rep. Upon your review, if you have any questions please contact us. After review and agreement, please sign below indicating that you have fully read, understood and agree with the terms and conditions stated above. We impose a surcharge of 3% on all credit cards that is not greater than our cost of acceptance.

AFC REPRESENTATIVE:

DATE

7/28/2026

Patrick Donovan

CUSTOMER SIGNATURE:

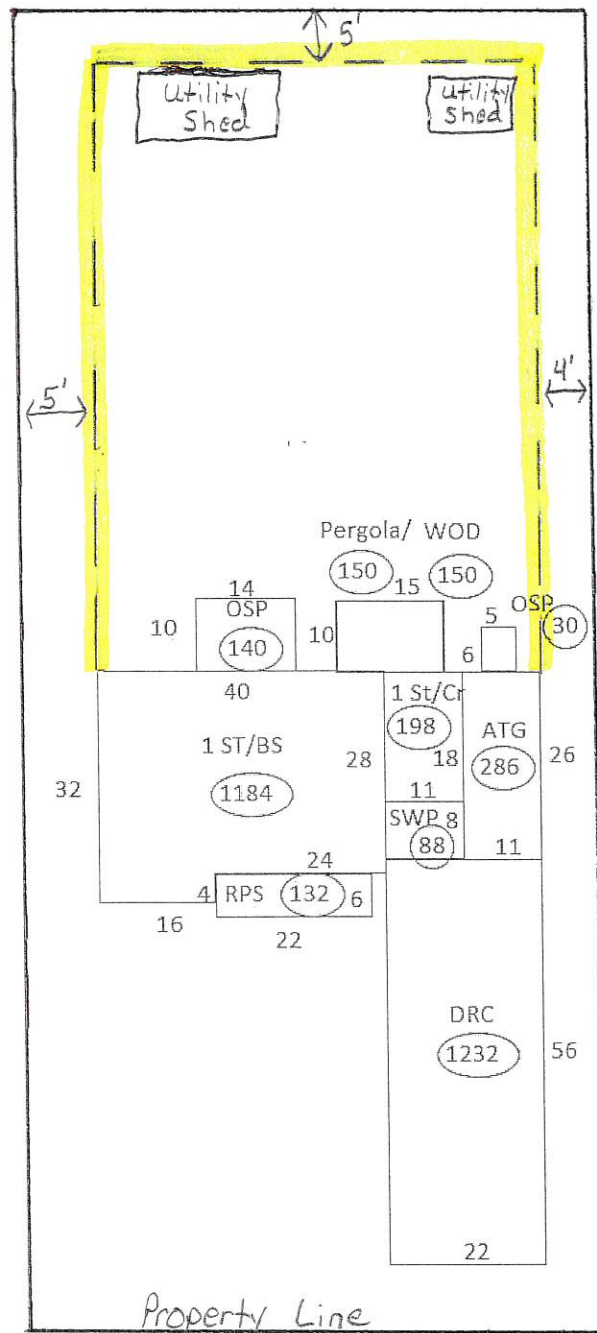
DATE

7/28/2026

01:23 PM

Please provide Billing Email Address:

2026-38



Jackson Street

ZONING PERMIT

THIS PERMIT # 2026-38 is issued to

Ashlyn Lukasiewicz

For the purpose of
installing a 4 foot chain link fence

Located at 1412 Jackson Street

This permit is issued subject to the City of St. Paul Planning & Zoning regulations.
Violation of any use or setback regulations may be cause for the revocation of this permit.

This permit will expire on September 10, 2027

Matt Hefer

Zoning Administrator



Please place this permit in a visible location facing any public street or roadway.

Zoning Classification ABRValue \$ 4,700.00PERMIT NUMBER 2026-39
FEE \$25.00 CASH X CHECK# CC
PAID 9/22/26

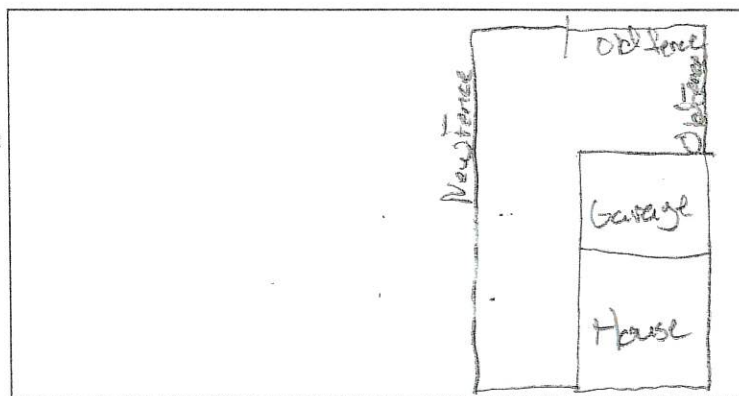
APPLICATION FOR A FENCE PERMIT

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

Property Owner Jess+Katie Stenczyk Contractor SelfAddress 10 Cougar Lane Address _____City, State, Zip St. Paul NE 68873 Phone Number _____Phone Number 308-730-2348 Cell Phone _____Complete Legal Description of the Property Lot 10 Cougar Creek Sub 5-14-10Address of Fence Site 10 Cougar Lane Is Fence new or replacing a current fence? NewSize and Type (material) of Fence: 6' privacy plasticApproximately when will the construction: Start 9-25-26 Finish 10-1-26Contact Utility Superintendent at (308) 754-4483 regarding Inspection Matt Helzer Date of visit 9-23-26
(Matt Helzer's signature)

Recommendations needed before approval: _____

MUST CALL DIGGERS HOTLINE @ 811 BEFORE DIGGING – CONSTRUCTION ON UTILITY EASEMENTS IS NOT PERMITTED. The above information is, to the best of my knowledge, true and accurate. It is understood and agreed that any error, misstatement or misrepresentation of fact, either with or without intention on my part, such as might, if known, cause a refusal of this application, or any alteration or change in plans made without the approval of the Zoning Administrator subsequent to the issuance of the Permit, shall constitute sufficient grounds for the revocation of such permit. This permit is valid for one (1) year from approval date.
The signature also indicates permission granted to the Zoning Administrator to inspect the site in which this permit is granted at any time until completed.

Signature of Applicant [Signature] Date 9-22-26N 24'
Drawing showing placement of
Proposed fence on the property
(include location of house, sheds, etc.)W 1'S 56'

E _____

For Office Use Only:

Permit is Approved _____ Denied _____ Date _____

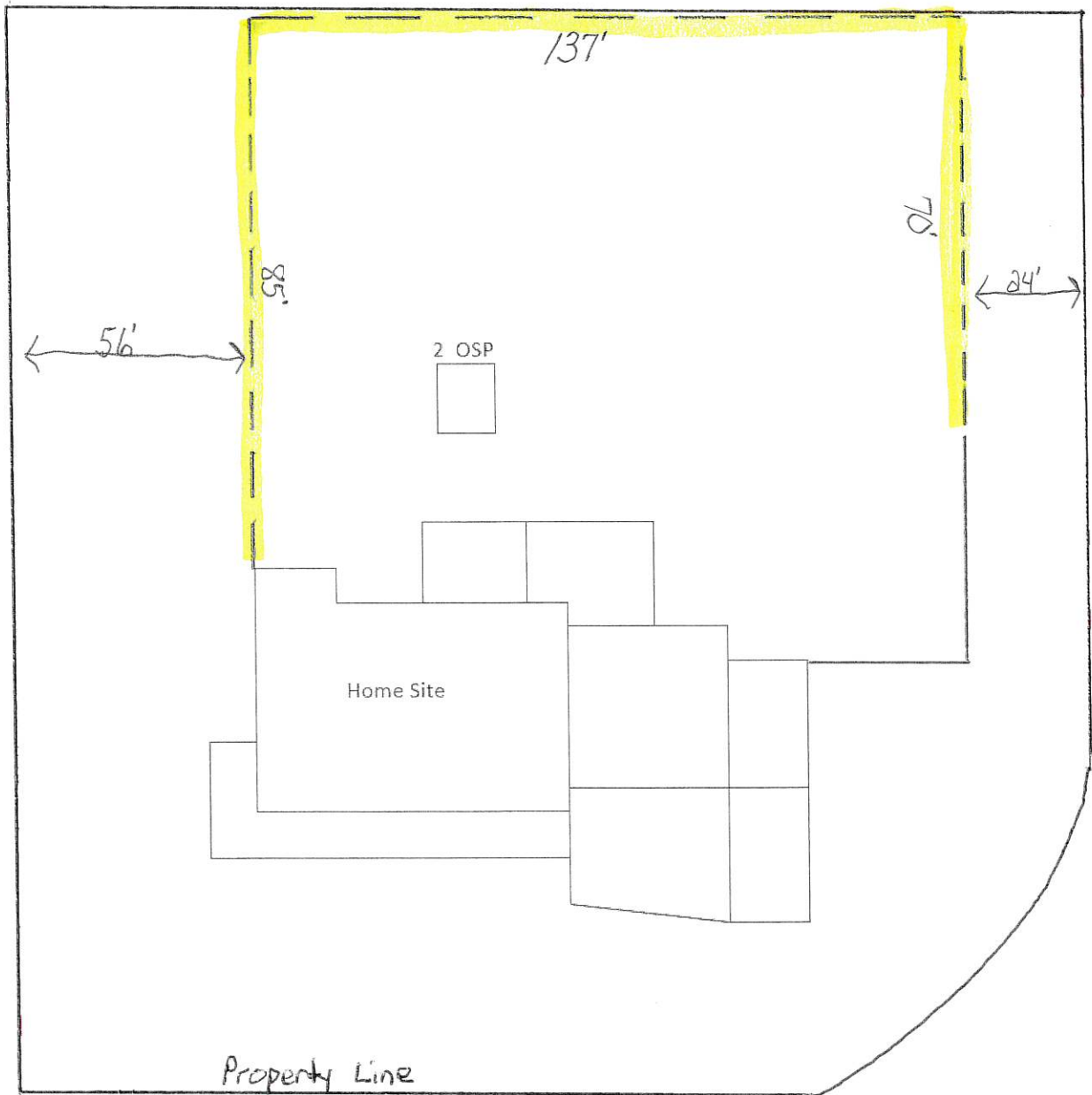
Zoning Administrator

Reasons for Denial: _____

City of St. Paul Zoning Administrator
704 6th St, St. Paul, NE 68873

Phone 308-754-4483, E-mail: mhelzer@cityofstpaulne.org

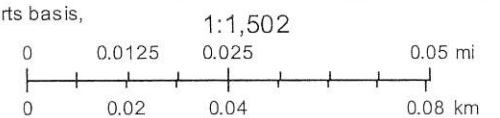
2026-39





September 24, 2026 12:41 PM
 DISCLAIMER: This map is not intended for conveyances, nor is it a legal survey. The information is presented on a best-efforts basis, and should not be relied upon for making financial, survey, legal or other commitments.

 Parcels



Zoning Classification I-1

Value \$ 25000

PERMIT NUMBER 2026-40
FEE \$100.00 CASH CHECK# 4354
paid 8/11/26

APPLICATION FOR A COMMERCIAL ZONING PERMIT

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

Property Owner Tony Walch Contractor Walch Const.
Address 921 Howard Ave Address Same
City, State, Zip St Paul NE 68913 Phone Number
Phone Number (308) 750-3849 Cell Phone
Complete Legal Description of the Property 471002492

Address of Construction Site
(If none, one must be registered with City of St. Paul or the 911 center.) Is property in the Flood Plain? NO
Proposed Structure & Use Shed Dimension of Structure 40 X 60

Plans Submitted to Fire Marshall Office NO

Distance from ^{North} Front property line 20' Distance from ^{South} Rear Property Line 184'
Distance from ^{East} Side Property Line 25' Distance from ^{West} Second Side Property Line 10'

Is there a utility easement on either the back or side property? East If so attach a copy of neighbor approval.

Approximately when will construction Start 01 Sept 26 Finish 10 Sept 26

Contact Utility Superintendent at (308) 754-4483 regarding Set-Back Inspection. Matt Helzer Date of visit 9-22-26
(Matt Helzer's signature)

Recommendations needed before approval:

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

For Office Use Only:

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

PERMIT NUMBER 2026-40

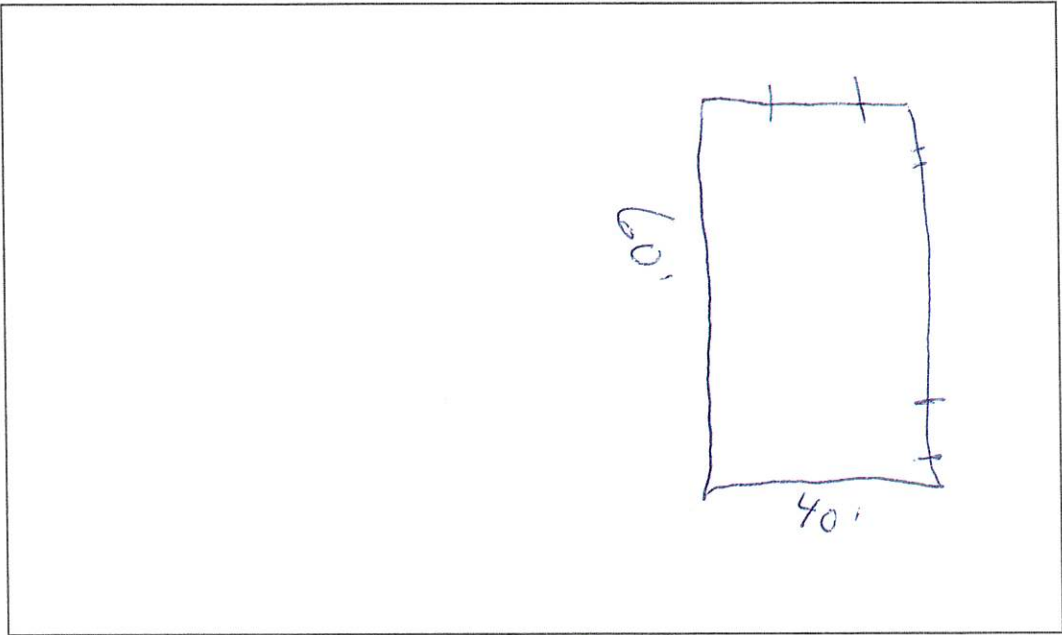
Site Plan Sketch:

North Street Name Elm

West Street Name North

East Street Name Third

South Street Name Davis



Indicate, by drawing, the shape and dimensions of the land, shape and dimensions of all existing and proposed building and structures and the distances from the proposed building and structures to all lot lines (from road frontages, side and rear lot lines). Show the location of roads fronting the property. **MUST CALL DIGGERS HOTLINE @ 811 BEFORE DIGGING – CONSTRUCTION ON UTILITY EASEMENTS IS NOT PERMITTED. NEW CONSTRUCTION MUST CALL Electrical Inspector, Kim Farnstrom 308-728-7612**

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

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

Signature of Applicant

Date

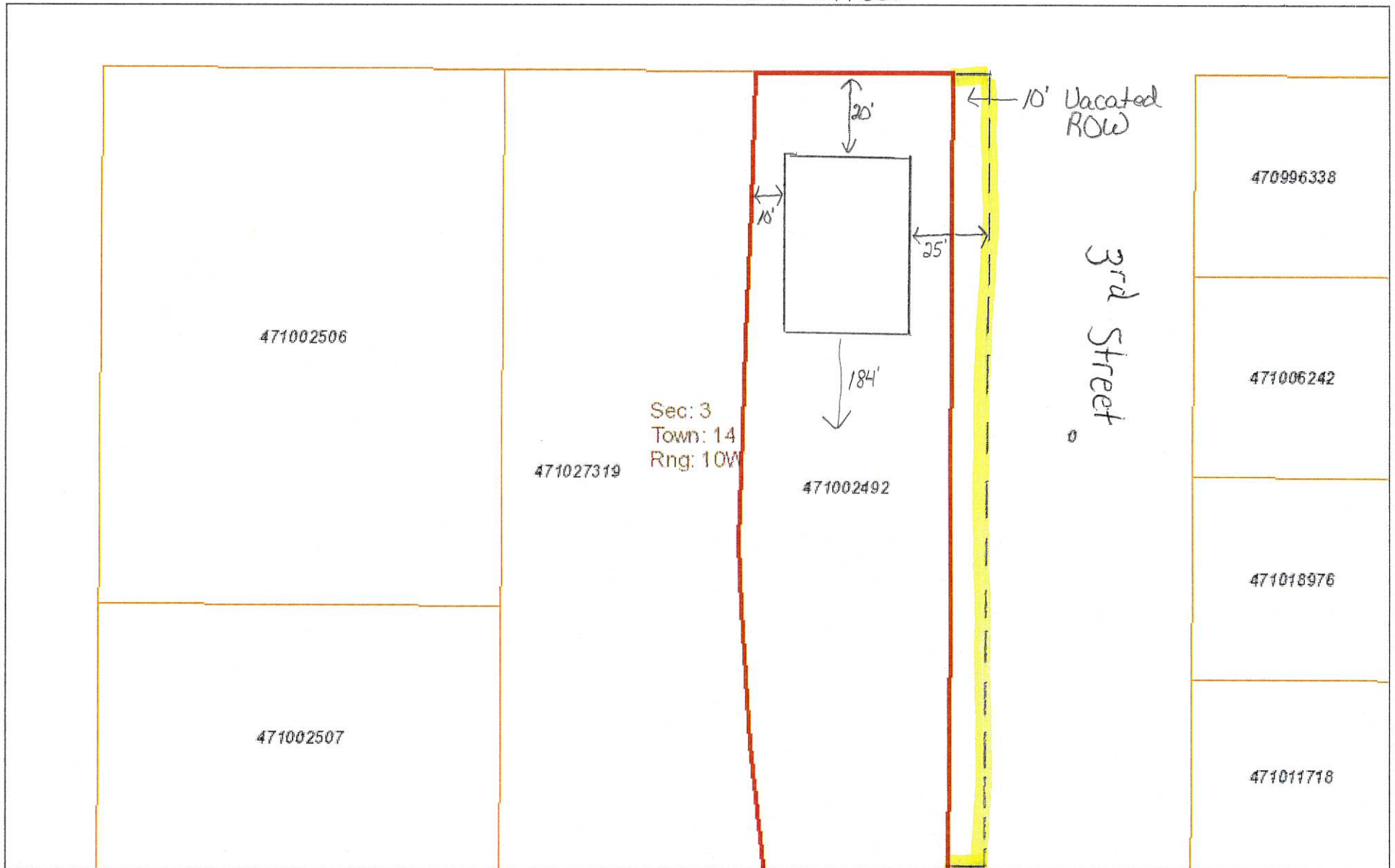
11 Aug 2026

For Office Use Only:

Permit is Approved _____ Denied _____ Date _____

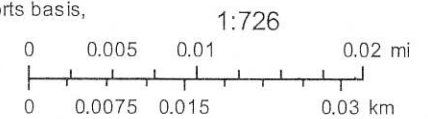
Zoning Administrator Signature

Reasons for Denial: _____

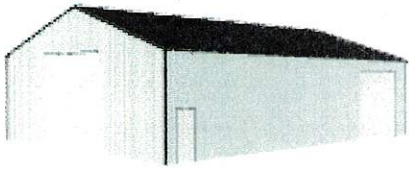


September 22, 2026 10:56 AM
 DISCLAIMER: This map is not intended for conveyances, nor is it a legal survey. The information is presented on a best-efforts basis, and should not be relied upon for making financial, survey, legal or other commitments.

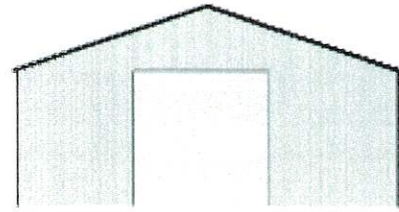
-  Parcels
-  Sections



2026-40



Perspective View



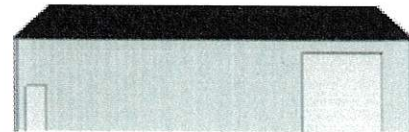
N

Front



E

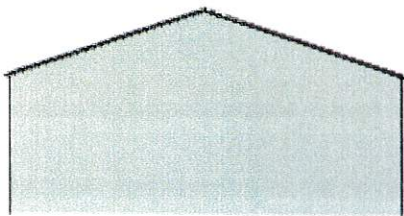
Left Side



W

W

Right Side



S

Back

Zoning Classification R-1 Value \$ 25,000 PERMIT NUMBER 2026-41
Please call 811 before completing form FEE \$50.00 CASH CHECK# 8409
paid 9/22/26

APPLICATION FOR A RESIDENTIAL ZONING PERMIT

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

Property Owner Nicholas Helmer Contractor Steadfast Builders
Address 317 WALLACE ST Address 335 WALLACE ST PAUL NE
City, State, Zip ST PAUL NE 68873 Phone Number 308-750-2161
Phone Number 308-379-3810 Cell Phone 308-750-2161

Complete Legal Description of the Property _____

Address of Construction Site 317 WALLACE
(If none, one must be registered with City of St. Paul) In the Flood plain? NO

Proposed Structure Xtra garage. Dimension of Structure 20X36
Distance from Front property line EVEN W HOUSE 24' Distance from Rear Property Line OVER 30 FT 36'
Distance from Side Property Line 6 FT Distance from Second Side Line 6 FT 85'

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

Contact Utility Superintendent at (308) 754-4483 regarding Set-Back Inspection. Matt Helzer Date of visit 9-23-26
(Matt Helzer's signature)

Recommendations needed before approval: _____

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

For Office Use Only:

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

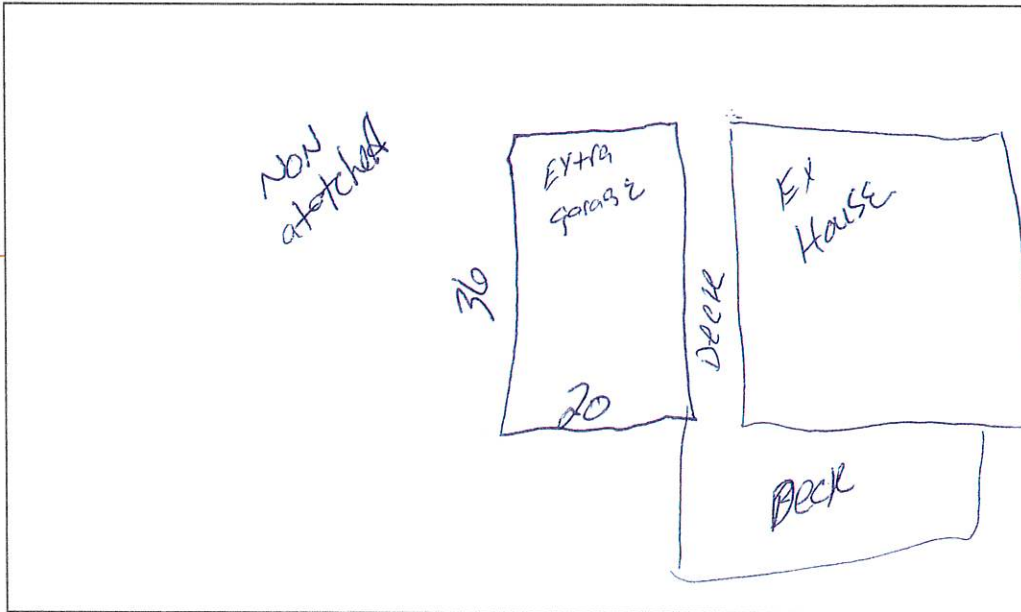
PERMIT NUMBER 2026-41

Site Plan Sketch:

North Street Name Elm

Street Name

W



Street Name

Wallace

E

South Street Name _____

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

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

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

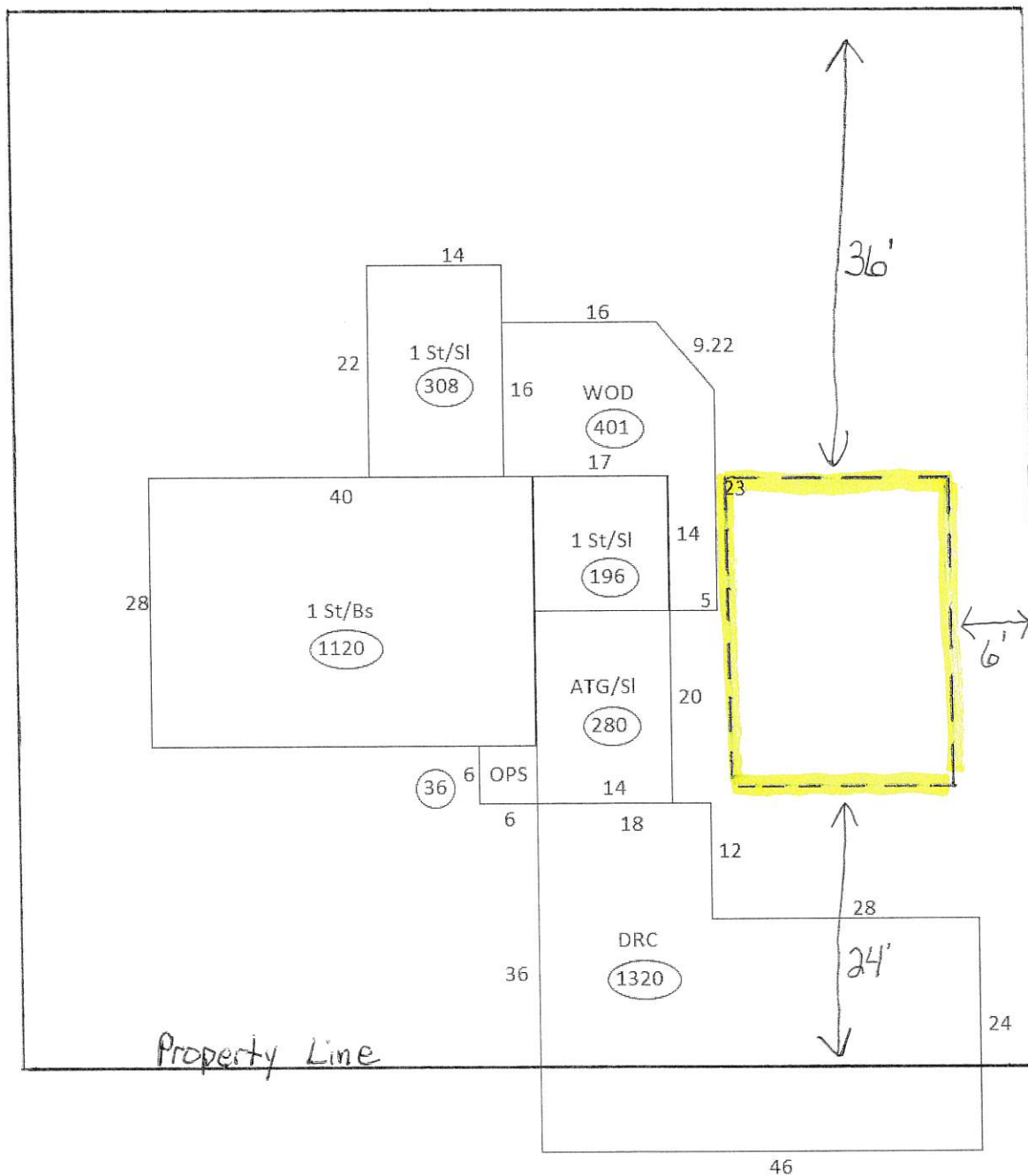
Signature of Applicant ~~David M. Stadfast Builders~~ David M. Stadfast Builders Date 9-22-26

For Office Use Only:

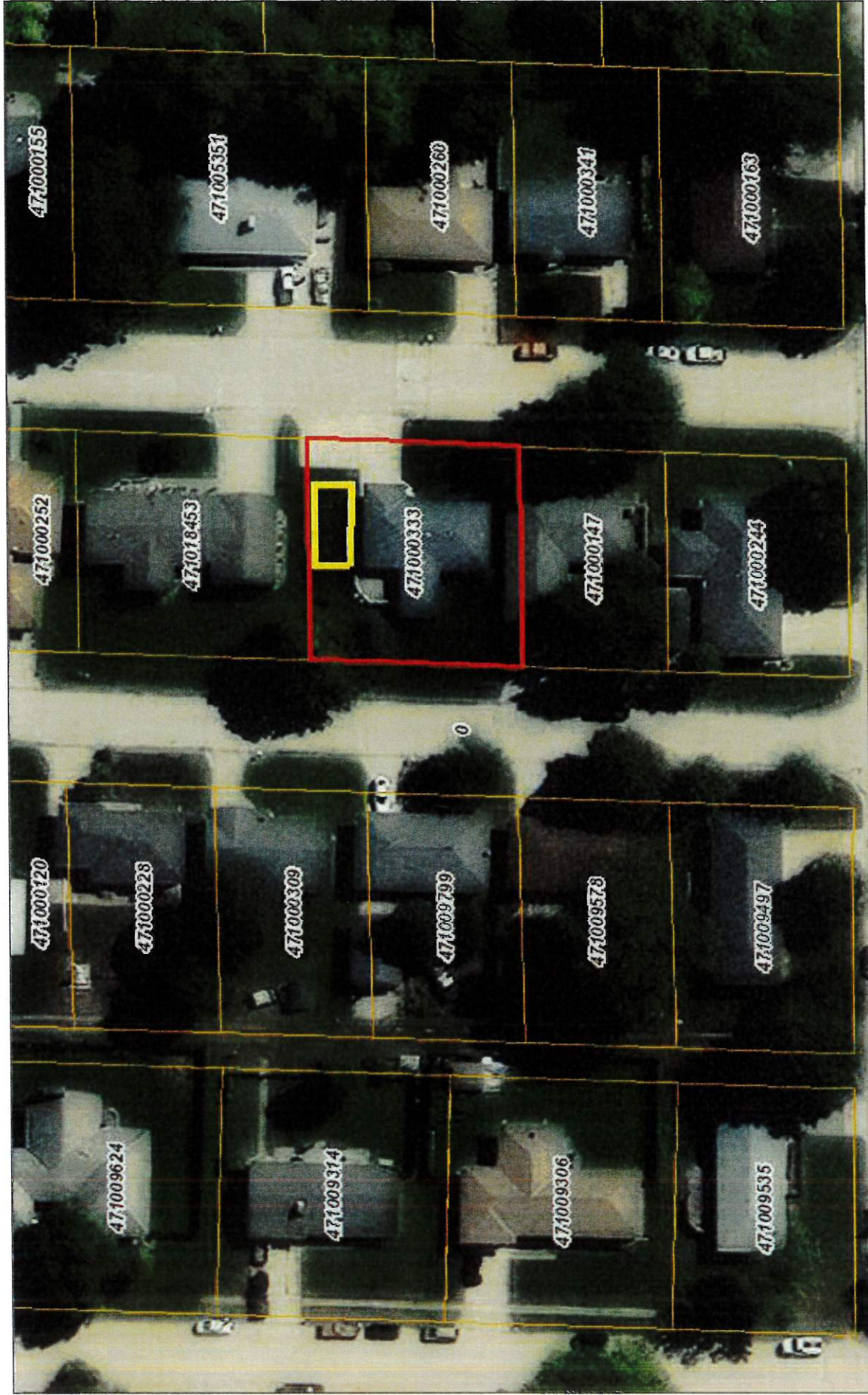
Permit is Approved _____ Denied _____ Date _____
Zoning Administrator Signature

Reasons for Denial: _____

2026-41



Wallace Street



September 24, 2026
12:53 PM

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

Parcels

1:1,016

0 0.0075 0.015 0.03 mi

0 0.0125 0.025 0.05 km

Tif Project

Zoning Classification I-1

Value \$ 2.2 million

PERMIT NUMBER 2026-42

FEE \$100.00

CASH

CHECK#

PD Credit Card

APPLICATION FOR A COMMERCIAL ZONING PERMIT

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

Property Owner Subconn, Inc. Contractor Scheele-Kayton Construction, LLC

Address PO Box 459 Address 5900 S. 58th Street, Suite D, Lincoln NE 68516

City, State, Zip Burwell, Nebraska 68823 Phone Number 402-641-3231

Phone Number 308-346-5439 Cell Phone 402-641-3231

Complete Legal Description of the Property (SP CITY)(#1157-2) LOT 3 MIDDLE LOUP RIVER SUB 3-14-10 (2.48 ACRES)

Address of Construction Site 82 Davis Street, St. Paul, Nebraska 68873

(If none, one must be registered with City of St. Paul or the 911 center.) Is property in the Flood Plain? No

Proposed Structure & Use Industrial Commercial Building Dimension of Structure 100'x90'x26'

Plans Submitted to Fire Marshall Office Yes

Distance from Front property line 152' Distance from Rear Property Line 75'

Distance from Side Property Line 92' Distance from Second Side Property Line 138'

Is there a utility easement on either the back or side property? No If so attach a copy of neighbor approval.

Approximately when will construction Start October 1st, 2026 Finish July 31st, 2027

Contact Utility Superintendent at (308) 754-4483 regarding Set-Back Inspection. Matt Helzer Date of visit 9-23-26
(Matt Helzer's signature)

Recommendations needed before approval: _____

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

For Office Use Only:

Is the proposed use permitted within this zoning district? YES ✓ NO _____

Does the proposed use meet all the required setback distances? YES ✓ NO _____

Is a conditional use required for the proposed use? YES _____ NO ✓

Has a Conditional Use Permit been issued for this proposed use? YES _____ NO ✓

If yes, when does it expire? _____

PERMIT NUMBER 2026-42

Site Plan Sketch:

North Street Name _____

West Street Name _____

East Street Name _____

See attached CD's

South Street Name DAVIS STREET

Indicate, by drawing, the shape and dimensions of the land, shape and dimensions of all existing and proposed building and structures and the distances from the proposed building and structures to all lot lines (from road frontages, side and rear lot lines). Show the location of roads fronting the property. **MUST CALL DIGGERS HOTLINE @ 311 BEFORE DIGGING – CONSTRUCTION ON UTILITY EASEMENTS IS NOT PERMITTED. NEW CONSTRUCTION MUST CALL Electrical Inspector, Kim Farnstrom 308-728-7612**

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

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

Signature of Applicant Jamie McAndrew Digitally signed by Jamie McAndrew
DN: c=US, E=jamie@scheelekayton.com, O="Scheele Kayton
Custom Homes, LLC", CN=Jamie McAndrew
Date: 2026.09.23 10:11:10-05'00' Date 9.23.26

For Office Use Only:

Permit is Approved _____ Denied _____ Date _____
Zoning Administrator Signature

Reasons for Denial: _____

City of St. Paul Zoning Administrator
704 6th St, St. Paul, NE 68873
Phone 308-754-4483, e-mail: mhelzer@cityofstpaulne.org

Subconn, Inc ST. PAUL FACILITY

82 Davis Street
St. Paul, NE 68873

100% CONSTRUCTION DRAWINGS
AUG. 25, 2026

2026-42



WILKINS
ARCHITECTURE | DESIGN | PLANNING

KEARNEY OFFICE | 2204 University Drive | Suite 130 | Kearney, NE 68845
LINCOLN OFFICE | 151 North 8th Street | Suite 340 | Lincoln, NE 68508



I, Name A Name, Registered
Architect, am the Coordinating
Professional on this project.

CA-1993

SHEET INDEX

CIVIL

- C1.0 COVER SHEET
- C2.0 SITE PLAN
- C2.1 STRIPPING PLAN
- C2.2 SPOT ELEVATIONS & JOINTING
- C2.3 GRADING SHEET
- C3.1 EXPOSURE CONTROL
- C4.0 UTILITY PLANS
- C4.1 WATER PLANS
- C5.0 DETAILS

ARCHITECTURAL

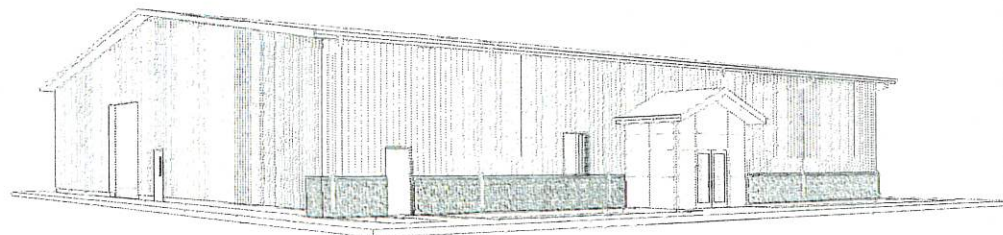
- AC1.0 OVERALL CODE PLAN & CODE INFORMATION
- AD.1 GENERAL NOTES & ASSEMBLIES
- A1.0 OVERALL FLOOR PLAN
- A2.0 ENLARGED FLOOR PLANS
- A3.0 REFLECTED CEILING PLAN
- A4.0 ROOF PLAN
- A5.0 EXTERIOR ELEVATIONS
- A6.0 BUILDING SECTIONS
- A6.1 BUILDING SECTIONS
- A7.0 WALL SECTIONS
- A8.0 DOOR & WINDOW TYPES & DETAILS
- A8.1 DOOR & WINDOW DETAILS
- A9.0 ROOM FINISH SCHEDULE

STRUCTURAL

- S1.1 STRUCTURAL NOTES & DESIGN DATA
- S1.2 STRUCTURAL SCHEDULES
- S2.1 STRUCTURAL PLANS
- S3.1 STRUCTURAL DETAILS

FIRE PROTECTION

- FS1.0 SPRINKLER SYSTEM REFLECTED CEILING PLAN



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WILKINS Architecture | Design | Planning, LLC

ARCHITECT

WILKINS Architecture | Design | Planning LLC
2204 University Dr, Suite 130
Kearney, NE 68845
T: 308.237.5787
www.wilkinsadp.com

CIVIL

Olson
201 East 2nd Street
Grand Island, NE 68801
T: 308.384.8750
www.olson.com

STRUCTURAL

LANGE STRUCTURAL GROUP
1919 S. 40th Street
Lincoln, NE 68506
T: 402.421.9540
www.langestructuralgroup.com

HVAC/PLUMBING CONTRACTOR

RUTT'S HEATING AND AIR
CONDITIONING INC.
1001 W 1st Street
Hastings NE, 68901
402.463.4853

ELECTRICAL CONTRACTOR

A & E ELECTRICAL LLC
500 E 39th Street
Hastings, NE 68901

2026-42

SUBCON INC - ST. PAUL NEW MANUFACTURING BUILDING - SHEELE-KAYTON

ST. PAUL, NEBRASKA
HOWARD COUNTY

LEGEND

- ⊕ ELECTRIC BOX
- LIGHT POLE
- ⊗ WATER CORP STOP
- ⊗ WATER VALVE
- ⊗ FIRE HYDRANT
- ⊗ SANITARY MANHOLE
- ⊗ DEODOROUS TREE
- TREE MASS
- WATER LINE
- UNDERGROUND ELECTRIC
- SANITARY SEWER LINE
- BENCHMARK
- ⊗ CONTROL POINT
- ⊗ CORNER FOUND (AS NOTED)
- PROPERTY LINE
- EXISTENT LINE
- CONCRETE

GENERAL NOTES:

1. THE LOCATION OF ALL AERIAL AND UNDERGROUND UTILITY FACILITIES MAY NOT BE INDICATED ON THESE PLANS. UNDERGROUND UTILITIES WHETHER INDICATED OR NOT WILL BE LOCATED AND FLAGGED BY THE UTILITIES AT THE REQUEST OF THE CONTRACTOR. NO EXCAVATION WILL BE PERMITTED IN THE AREA OF UNDERGROUND UTILITY FACILITIES UNTIL ALL SUCH FACILITIES HAVE BEEN LOCATED AND IDENTIFIED TO THE SATISFACTION OF ALL PARTIES. THE EXCAVATOR MUST BE ACCOMPANIED WITH EXTREME CARE IN ORDER TO AVOID ANY POSSIBILITY OF DAMAGE TO THE UTILITY FACILITY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DAMAGES.
2. CONTRACTOR SHALL PRESERVE ALL PROPERTY CORNER MONUMENTS OR RE-ESTABLISH THEM BY A NEBRASKA LICENSED SURVEYOR IF THEY ARE DISTURBED DURING CONSTRUCTION.
3. THE CONTRACTOR SHALL OBTAIN AND PAY THE COST OF ALL REQUIRED PERMITS AND FEES.
4. IF ANY EXISTING STRUCTURES TO REMAIN ARE DAMAGED DURING CONSTRUCTION, IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO REPAIR AND/OR REPLACE THE EXISTING STRUCTURE AS NECESSARY TO RETURN IT TO EXISTING CONDITIONS OR BETTER.
5. CONSTRUCTION SHALL COMPLY WITH ALL APPLICABLE GOVERNING CODES AND BE CONSTRUCTED TO SHOE.



VICINITY MAP
NOT TO SCALE

SHEET LIST

Sheet Number	Sheet Title
C1.0	COVER SHEET
C2.0	SEE PLAN
C2.1	STRIPING PLAN
C2.2	SPOT ELEVATIONS & JOINTING
C3.0	GRADING SHEET
C3.1	EROSION CONTROL
C4.0	UTILITY PLANS
C4.1	WATER PLANS
C5.0	DETAILS



olsson

201 East 2nd Street
Omaha, NE 68101
TEL: 402.344.2100
FAX: 402.344.2102
Olsson+Engstrom
Nebraska CEN 0045028

Subconn, Inc
ST. PAUL FACILITY
82 Davis Street, St. Paul, NE 68873

Revising/Issue	Date

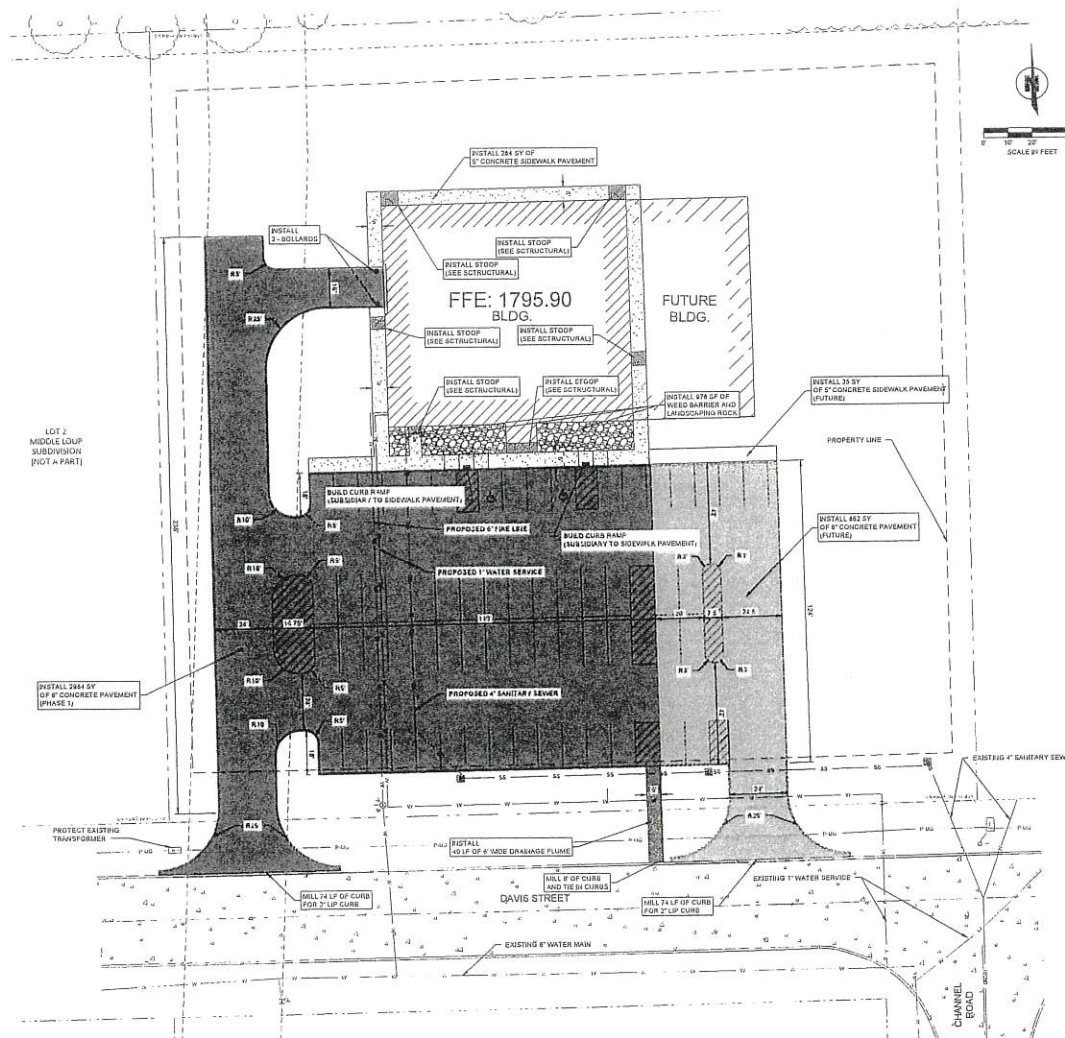
COVER SHEET

Project Number: 2427
Date: August 15, 2024
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Wilkins Architecture/Engstrom LLC

Sheet Number

C1.0

2026-42



LEGEND

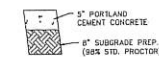
- PROPOSED 6" P.C. CONCRETE PAVEMENT(PHASE 1)
- PROPOSED 5" P.C. CONCRETE SIDEWALK (PHASE 1)
- PROPOSED 6" P.C. CONCRETE PAVEMENT (PHASE 2)
- PROPOSED 5" P.C. CONCRETE SIDEWALK (PHASE 2)
- PROPOSED CURB AND GUTTER(PHASE 1)
- PROPOSED CURB AND GUTTER(PHASE 2)
- PROPERTY LINE
- PROPOSED WATER PIPE
- EXISTING WATER PIPE
- PROPOSED SANITARY PIPE
- EXISTING SANITARY PIPE

TESTING / STAKING NOTES:

- CONTRACTOR SHALL BE RESPONSIBLE FOR ALL CONCRETE TESTING AND SHALL TAKE FOUR CONCRETE TEST CYLINDERS, ONE AIR ENTRAINMENT TEST AND ONE SLUMP CONE TEST FOR EVERY 100 OR LESS CUBIC YARDS OF EACH CLASS OF CONCRETE PLACED EACH DAY.
- CONTRACTOR RESPONSIBLE FOR ALL CONSTRUCTION STAKING.

PAVING NOTES:

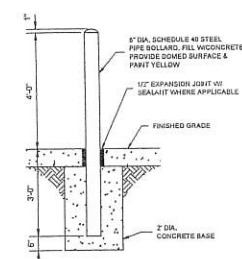
- EXTERIOR CONCRETE PAVEMENT SHALL BE NOT 478-3500 UTILIZING 100% APPROVED BLANDED CEMENTS SHALL HAVE A MINIMUM OF 30% COARSE AGGREGATE. AN ACCEPTABLE ALTERNATIVE CONCRETE MIX UTILIZING CEMENT 1. WITH 20% MAXIMUM OF TYPE C FLY ASH SHALL HAVE A MINIMUM OF 40% COARSE AGGREGATE.
- SAVING JOISTS SHALL BE NO LARGER THAN 12X12 ON 6" PAVEMENT OR WORTH OF WALK ON 5" SIDEWALK PAVEMENT.
- SIDEWALK JOISTS SHALL BE RADUSED AND TROWELED. THE TROWEL EDGES SHALL BE REMOVED WITH LIGHT BROOM FINISH.
- THE PARKING LOT PAVEMENT SHALL HAVE A BURLAP DRAIN OR BROOM FINISH. SIDEWALK SHALL HAVE A LIGHT BROOM FINISH.
- PRIOR TO PAVING, THE TOP 12" OF SUBGRADE IN ALL AREAS TO RECEIVE PAVEMENT SHALL BE SEARFED, AND RECOMPACTED TO 95% PROCTOR. SUBSIDIARY TO PAVEMENT.
- ALL NEW TO EXISTING CONCRETE PAVEMENT JOISTS SHALL HAVE EXPANSION JOISTS.
- ALL CONSTRUCTION JOISTS SHALL BE TIED (SEE DETAIL).
- CONTRACTOR SHALL PLACE CURBING COMPOUND ON ALL EXPOSED CONCRETE SURFACES IMMEDIATELY AFTER FINISHING.
- CONSTRUCTION OF CURB RAMPS AND VARIOUS PLATES SHALL BE CONSIDERED SUBSIDIARY TO CONCRETE SIDEWALK.
- CONSTRUCTION OF ALL JOISTS INCLUDING DOVELS AND TIE BARS SHALL BE CONSIDERED SUBSIDIARY TO CONCRETE PAVEMENT.
- ALL EXPANSION JOISTS SHALL BE DETAIL WITH GRAY SELF LEVING UNIFORM SEALANT.
- TRAFFIC CONTROL SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND CONSIDERED SUBSIDIARY.
- PAVING CONTRACTOR SHALL COORDINATE WITH IRRIGATION CONTRACTOR FOR CONDUIT SLEEVE LOCATIONS AND SIZES.



SIDEWALK CONCRETE
TYP. SECTION
NOT TO SCALE



STANDARD DUTY CONCRETE
TYP. SECTION
NOT TO SCALE



BOLLARD DETAIL
NOT TO SCALE



olsson

201 East 2nd Street
Omaha, NE 68101
TEL: 402.344.3330
FAX: 402.344.3333
Olsson - Engineering
1818 Main, CO, NE 68102

Subconn, Inc
ST. PAUL FACILITY
82 Davis Street, St. Paul, NE 68873

Drawn/Issue	Date

SITE PLAN

Project Number: 2427
Date: August 23, 2021
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W&S&H Architects [Design] Planning LLC

Sheet Number

C2.0

October 5, 2026 Disbursements

Gross Payroll - September 2026	112826.81
Amazon Capital Services (books)	613.78
BOK Financial (bond)	153388.75
Automatic Supply Inc (service)	236.25
Bomgaars (supplies)	772.26
Central NE Bobcat (equipment)	82371.07
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 Transfer from Heritage Bank (transfer for invest) to City ICS Accounts for Light, Water, Sewer	390000.00
City of St. Paul Heritage Bank Transfer to Homestead Bank (transfer) Checking Account (to pay disb)	200000.00
Core & Main (supplies)	112.75
Custer County Recycling (service)	34.60
Dana F Cole & Company (service)	10200.00
Ecolab Inc (service)	157.47
Elan Financial Services (supplies, service)	90.72
Elmwood Cemetery (service)	100.00
Fastenal Industrial (supplies)	544.99
Hometown Market (supplies)	53.62
Howard Co. Register of Deeds (fee)	40.00
Howard Co. Treasurer (dispatch fee)	3675.00
Jacobs Ford (service)	1283.73
LARM (insurance)	2436.72
League of NE Municipalities (membership)	9030.00
Madison Nat'l Life (insurance)	201.24
Medica (insurance)	17844.84
Municipal Supply of NE (supplies)	589.62
NE Public Health Environ (lab)	248.00
On the Spot Cleaning (service)	290.00
Parts Bin (supplies)	1147.26
S E Smith & Sons (supplies)	10.36
ServiTech (lab)	214.00
Summers, James (reimb)	23.64
Wesco (supplies)	909.50

Non-General Disbursements

Health Ded: Medica OneSource - health ded (reimb)	4141.14
Sales Tax: St Paul Dev Corp: Operating 3rd Draw (operating)	35000.00
Sales Tax: Street: Mtr Veh Tax July 2026 Proceeds (Mtr Veh Tax)	6971.31
Sales Tax: Fire Station: July 2026 Proceeds (Fire Station)	19116.74
Sales Tax: 25% Infrastructure: July 2026 Proceeds (25% Infrast)	9558.37
Tax Increment Financing: Check Order (check order)	16.75

Health Ded: Medica OneSource - health ded (reimb)	603.59
Light ICS: MRL Crane & Equip (equip rental)	937.50
Keno: Willow Rising (donation)	1000.00
Sales Tax: Reynolds Construction (repairs)	910.00

CITY OF ST PAUL

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***Check Detail Register©**

Batch: Disb Oct5 2026

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
11100 CHECKING					
73717	10/05/26	AMAZON CAPITAL SERVICES			
E 44-20-242		BOOKS	\$352.05	14P7-R3Y9-4	Lib - books
E 44-20-242		BOOKS	\$261.73	17KG-DN4X-	Lib - books
		Total	\$613.78		
73718	10/05/26	AUTOMATIC SYSTEMS CO			
E 03-20-270		UTILITY R & M	\$236.25	45573	Swr - troubleshoot EQ flow meter
		Total	\$236.25		
73719	10/05/26	BOMGAARS SUPPLY INC			
E 03-20-270		UTILITY R & M	\$14.97	43280282	Swr - bleach
E 21-20-270		UTILITY R & M	\$11.99	43280745	Strs - trash bags
E 21-20-272		TOOLS	\$16.99	43281487	Strs - nut splitter
E 03-20-270		UTILITY R & M	\$12.98	43281541	Swr - bungeys
E 03-20-270		UTILITY R & M	\$35.99	43281742	Swr - chair for videoing sewer mains
E 02-20-272		TOOLS	\$35.93	43282018	Wtr - drilling hammer, pliers
E 01-20-270		UTILITY R & M	\$53.45	43282025	Lgts - cable ties
E 03-20-270		UTILITY R & M	\$4.99	43282066	Swr - grease Zerk
E 03-20-271		VEHICLE R & M	\$5.99	43282278	Swr - #8 transmission fluid
E 42-20-270		UTILITY R & M	\$2.49	43282589	Park - fasteners
E 21-20-281		Street Lights Repair & Mai	\$30.14	43282780	Strs - parts for street light repairs
E 42-20-521		GROUNDS / R & M	\$24.99	43283727	Park - Trimec
E 02-20-272		TOOLS	\$32.08	43284281	Wtr - shovels
E 03-20-268		Uniforms	\$99.98	43284362	Swr - uniforms for Trevor Kowalski
E 02-20-270		UTILITY R & M	\$26.74	43284420	Wtr - cable ties
E 01-20-270		UTILITY R & M	\$10.68	43284560	Lgts - foam sealant
E 42-20-521		GROUNDS / R & M	\$94.98	43285675	Park - weed spray
E 69-20-520		BLDG/ R & M	\$31.16	43285906	Sr Cntr - tubes for water lines for sinks
E 42-20-270		UTILITY R & M	\$81.97	43286451	Park - key ring, backpack sprayer, construction adhesive, nitrile gloves
E 03-20-270		UTILITY R & M	\$4.67	43287226	Swr - cleaner, fasteners
E 42-20-270		UTILITY R & M	\$24.04	43287446	Park - hose clamps, pipe coupling, barb hoses, cable ties
E 42-20-231		CITY GAS & OIL	\$34.99	43287446	Park - all fleet oil
E 01-20-270		UTILITY R & M	\$64.56	43287469	Lgts - wire connectors, screws
E 21-20-270		UTILITY R & M	\$13.52	43287484	Strs - wall anchor for street dept sign
E 03-20-270		UTILITY R & M	\$1.99	43287495	Swr - fuel line for mower
		Total	\$772.26		
73720	10/05/26	CHARTER/SPECTRUM			
E 10-20-220		COMMUNICATION	\$119.99	17621670109	Gen - internet at City office
E 21-20-220		COMMUNICATION	\$64.99	17621670109	Strs - internet at Street Shop
E 42-20-220		COMMUNICATION	\$64.99	17621670109	Park - internet for downtown park cameras
		Total	\$249.97		
73721	10/05/26	CITY HEALTH DEDUCTIBLE SAVINGS			
E 42-10-130		INSURANCE	\$363.00		Park - health reimbursement
E 03-10-130		INSURANCE	\$1,089.00		Swr - health reimbursement
E 01-10-130		INSURANCE	\$1,452.00		Lgts - health reimbursement

CITY OF ST PAUL

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***Check Detail Register©**

Batch: Disb Oct5 2026

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 21-10-130		INSURANCE	\$726.00		Strs - health reimbursement
E 02-10-130		INSURANCE	\$1,089.00		Wtr - health reimbursement
E 10-10-130		INSURANCE	\$1,089.00		Gen - health reimbursement
Total			\$5,808.00		
73722	10/05/26	CITY OF ST PAUL 125 PLAN			
E 02-10-130		INSURANCE	\$30.00		Wtr - life insurance
E 03-10-130		INSURANCE	\$10.00		Swr - life insurance
E 21-10-130		INSURANCE	\$20.00		Strs - life insurance
E 10-10-130		INSURANCE	\$20.00		Gen - life insurance
E 42-10-130		INSURANCE	\$10.00		Park - life insurance
Total			\$90.00		
73723	10/05/26	CORE & MAIN			
E 02-20-269		Water Meters	\$112.75	Z657825	Wtr - 3/4 inch water meter
Total			\$112.75		
73724	10/05/26	CUSTER COUNTY RECYCLING			
E 04-20-325		Recycle Delivery	\$34.60	829	Lndfl - recycling trailer
Total			\$34.60		
73725	10/05/26	DANA F COLE & COMPANY, L.L.P.			
E 01-20-345		ACCOUNTING FEE	\$3,400.00	35057265	Lgts - accounting & auditing services
E 02-20-345		ACCOUNTING FEE	\$3,400.00	35057265	Wtr - accounting & auditing services
E 03-20-345		ACCOUNTING FEE	\$3,400.00	35057265	Swr - accounting & auditing services
Total			\$10,200.00		
73726	10/05/26	ECOLAB			
E 10-20-520		BLDG/ R & M	\$56.69	4973684	Gen - pest management at City office
E 02-20-520		BLDG/ R & M	\$50.39	4973685	Wtr - pest management at WTP
E 03-20-520		BLDG/ R & M	\$50.39	4973686	Swr - pest management at WWTP
Total			\$157.47		
73727	10/05/26	ELAN FINANCIAL SERVICES			
E 10-20-220		COMMUNICATION	\$21.39	2847	Gen - monthly subscription for Arlo cameras
E 10-20-310		OFFICE SUPPLIES	\$26.62	7028	Gen - bath tissue at City office
E 03-20-270		UTILITY R & M	\$42.71	8517	Swr - EQ flow meter for WWTP
Total			\$90.72		
73728	10/05/26	ELMWOOD CEMETERY			
E 34-20-315		CEMETERY PERPETUAL	\$100.00		Cem - perpetual care - R. Trentman
Total			\$100.00		
73729	10/05/26	FASTENAL INDUSTRIAL			
E 01-20-270		UTILITY R & M	\$63.37	NEGRN2593	Lgts - nuts/bolts for inventory
E 01-20-270		UTILITY R & M	\$481.62	NEGRN2594	Lgts - nuts/bolts for inventory
Total			\$544.99		
73730	10/05/26	HOMETOWN MARKET			
E 42-20-270		UTILITY R & M	\$6.99	1401	Park - paper towels
E 21-20-270		UTILITY R & M	\$21.99	2538	Strs - toilet paper

CITY OF ST PAUL

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Batch: Disb Oct5 2026

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 42-20-270		UTILITY R & M	\$17.08	6836	Park - toilet bowl cleaner
E 03-20-270		UTILITY R & M	\$7.56	7749	Swr - distilled water for lab testing
Total			\$53.62		
73731	10/05/26	HOWARD CO REGISTER OF DEEDS			
E 10-20-216		RECORDING FEE	\$10.00		Gen - recording fee for Ordinance 1073
E 01-20-211		ADM. & DUES	\$10.00		Lgts - Prater utility lien
E 34-20-216		RECORDING FEE	\$10.00		Cem - certificate - R. Trentman
E 01-20-211		ADM. & DUES	\$10.00		Lgts - Gass utility lien
Total			\$40.00		
73732	10/05/26	HOWARD COUNTY TREASURER (CCCC)			
E 32-20-214		DISPATCHER	\$3,675.00		Pol - dispatcher pay
Total			\$3,675.00		
73733	10/05/26	JACOBS FORD			
E 32-20-271		VEHICLE R & M	\$1,283.73	72756	Pol - #94 oil change, replace front & rear brakes
Total			\$1,283.73		
73734	10/05/26	LARM			
E 01-20-250		CITY INSURANCE	\$2,436.72	117387	Lgts - Endorsement to add 2026 Bobcat
Total			\$2,436.72		
73735	10/05/26	LEAGUE OF NE MUNICIPALITIES			
E 01-20-211		ADM. & DUES	\$2,980.00	195950	Lgts - LONM membership dues (9/1/26 to 8/31/27)
E 02-20-211		ADM. & DUES	\$1,806.00	195950	Wtr - LONM membership dues (9/1/26 to 8/31/27)
E 03-20-211		ADM. & DUES	\$1,806.00	195950	Swr - LONM membership dues (9/1/26 to 8/31/27)
E 21-20-211		ADM. & DUES	\$1,806.00	195950	Strs - LONM membership dues (9/1/26 to 8/31/27)
E 10-20-211		ADM. & DUES	\$632.00	195950	Gen - LONM membership dues (9/1/26 to 8/31/27)
Total			\$9,030.00		
73736	10/05/26	MADISON NATIONAL LIFE			
E 42-10-130		INSURANCE	\$11.18	1800525	Park - life insurance
E 03-10-130		INSURANCE	\$33.54	1800525	Swr - life insurance
E 01-10-130		INSURANCE	\$44.72	1800525	Lgts - life insurance
E 21-10-130		INSURANCE	\$22.36	1800525	Strs - life insurance
E 02-10-130		INSURANCE	\$33.54	1800525	Wtr - life insurance
E 10-10-130		INSURANCE	\$33.54	1800525	Gen - life insurance
E 32-10-130		INSURANCE	\$22.36	1800525	Pol - life insurance
Total			\$201.24		
73737	10/05/26	MUNICIPAL SUPPLY IN OF NE			
E 02-20-270		UTILITY R & M	\$589.62	988706-IN	Wtr - parts for water service repairs at Hometown Market
Total			\$589.62		
73738	10/05/26	NEBRASKA PUBLIC HEALTH ENVIRON			
E 02-20-232		LAB SAMPLE	\$248.00	610379	Wtr - TTHM sample
Total			\$248.00		
73739	10/05/26	ON THE SPOT CLEANING SERVICE			

CITY OF ST PAUL

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***Check Detail Register©**

Batch: Disb Oct5 2026

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 01-20-520		BLDG/ R & M	\$72.50	6472333	Lgts - janitorial service at City office (9/20/26)
E 02-20-520		BLDG/ R & M	\$72.50	6472333	Wtr - janitorial service at City office (9/20/26)
E 01-20-520		BLDG/ R & M	\$72.50	6472334	Lgts - janitorial service at City office (9/27/26)
E 02-20-520		BLDG/ R & M	\$72.50	6472334	Wtr - janitorial service at City office (9/27/26)
Total			\$290.00		
73740	10/05/26	PARTS BIN, INC.			
E 21-20-271		VEHICLE R & M	\$74.99	100782	Strs - #6 exterior rear view mirror
E 03-20-271		VEHICLE R & M	\$1,072.27	101252	Swr - #8 spark plugs and coils
Total			\$1,147.26		
73741	10/05/26	S E SMITH AND SONS			
E 42-20-270		UTILITY R & M	\$10.36	683759	Park - straps for batting cage nets
Total			\$10.36		
73742	10/05/26	SERVI-TECH INC			
E 03-20-232		LAB SAMPLE	\$214.00	H-997193	Swr - 24-hour monthly composite sample
Total			\$214.00		
73743	10/05/26	SUMMERS, JAMES			
E 01-20-272		TOOLS	\$23.64		Lgts - knockout punch kit (reimbursement)
Total			\$23.64		
73744	10/05/26	WESCO DISTRIBUTION, INC.			
E 01-20-252		Personal Protective Equip	\$909.50	268963	Lgts - 10 foot grounding cables
Total			\$909.50		
11100			\$39,163.48		

CITY OF ST PAUL

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***Check Detail Register©**

Batch: Disb Oct5 2026

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

01 LIGHTS	\$12,085.26
02 WATER	\$7,599.05
03 SEWER	\$8,143.28
04 LANDFILL	\$34.60
10 GENERAL	\$2,009.23
21 STREETS	\$2,808.97
32 POLICE	\$4,981.09
34 CEMETERY	\$110.00
42 PARK	\$747.06
44 LIBRARY	\$613.78
69 SENIOR COMM. CENTER	\$31.16
	\$39,163.48

MIKE FEEKEN, MAYOR

Reimbursement Sheet

(Conference, School, Supplies, Mileage, Meals, etc.)

Name: Jody Hogan

Date: 9-28-26

Conference / School / Location: NE Municipalities Conference (9/23-9/25)
Cornhusker Hotel Lincoln, NE

Mileage (# of miles): 232 X (IRS Rate) .76 = \$176.32

Cost of Lodging: _____

Cost of Supplies: _____

Meals [union contract limit = \$35.00/day]:

Day 1 _____

Day 2 _____

Day 3 _____

Day 4 _____

Day 5 _____

Total Meals: _____

Other: _____

Total Reimbursement: \$176.32

Account to be Billed: _____

Receipts must be attached for reimbursement!

Signature: Jody Hogan

Supervisor Authorization: _____

City of St. Paul, Nebraska

Personal Vehicle Mileage Reimbursement Guide & Statutory Framework

Scenario / Tier	Rate / Mile	Governing Nebraska Statute	Application to City of St. Paul Employees
Standard Maximum Rate	\$0.76	Neb. Rev. Stat. § 81-1176	Applies when a personal vehicle is authorized because no city fleet vehicle is available or safe to drive . Legitimate safety hazards waive convenience penalties.
Convenience Tiers	\$0.21 – \$0.57	Neb. Rev. Stat. § 81-1176	Applies if a safe city vehicle was fully operational and available at City Hall, but an employee chose to drive their own car anyway.
Commuting / Non-Business	\$0.00	Neb. Rev. Stat. § 81-1174	Standard daily travel between an employee's personal residence and their designated City Hall or primary work office.

Statutory Context & Two-Vehicle Rule

- **The Unsafe Vehicle Waiver (§ 81-1176):** Nebraska law ties municipal mileage ceilings to federal IRS standards. When a public fleet vehicle is documented as mechanically unsafe, driving a personal vehicle transforms from a personal 'convenience' to an operational necessity, establishing a statutory right to the maximum rate.
- **The Two-Vehicle Fiscal Audit Risk (§ 81-1174):** State guidelines mandate that public funds be used in the most economical manner possible. When multiple employees submit separate mileage logs for the exact same destination and dates, auditors require a clear, written operational justification explaining why carpooling in a single personal vehicle was unfeasible.

Recommended Action Steps for Submission

1. **Secure Written Evidence:** Ensure the directive or notice flagging the St. Paul city vehicle as unsafe is preserved in writing (email, text, or formal fleet slip).
2. **File Joint Justification:** Both travelers should attach a brief memo to their expense reports detailing the operational conflict (e.g., staggered shift duties, different session lengths, or transportation of heavy municipal equipment) preventing a shared personal carpool.
3. **Enforce the 60-Day Deadline:** Under Neb. Rev. Stat. § 81-1174, all reimbursement requests must be finalized and filed within 60 days of the travel date to remain valid.

Note: Please verify specific local municipal amendments or reporting templates directly with the St. Paul City Clerk or Finance Department.