August 17, 2026
7:00 PM
AGENDA

Compliance with Open Meetings Act - *in accordance with Section 84-1412 sub section eight (8) of the Reissue Revised State Statues of the State of Nebraska 1943, as amended, one copy of all reproducible written material to be discussed is available to the public at this meeting for examination and copying.*
Persons wishing to address the Governing Body as an agenda item shall wait to be identified by the Mayor/Presiding Officer; then, after statin their name and address for the record, may proceed to speak. No person, other than the Council and the person having the floor will be permitted to enter any discussion without the permission of the Presiding Officer. Remarks shall be limited to five minutes unless extended or limited by the Presiding Officer (Res. 2011-18, copy in book)

1. **Roll Call**
2. **Call to Order**

   Compliance with Open Meetings Act – In accordance with Section 84-1412 sub section eight (8) of the Reissue Revised State Statutes of the State of Nebraska 1943, as amended, one copy of all reproducible written material to be discussed is available to the public at this meeting for examination and copying. Persons wishing to address the Governing Body on an agenda item shall wait to be identified by the Mayor/Presiding Officer; then, after stating their name and address for the record, may proceed to speak. No person, other than the Council and the person having the floor will be permitted to enter any discussion without the permission of the Presiding Officer. Remarks shall be limited to five minutes unless extended or limited by the Presiding Officer (Res. 2011-18, copy in book)

   ***Please silence your phones and other devices during the meeting.**
3. **Inform the public about the location of the Open Meetings Act in the Council Chambers and its accessibility to members of the public**
4. **Pledge of Allegiance**
5. **Consent Agenda**
   - 5.a. Approval of the minutes of the regular City Council meeting on Monday, July 20th
   - 5.b. Approval of the Treasurers Report for July
   - 5.c. Approval of the minutes of the special City Council meeting on Wednesday, July 29th
   - 5.d. Acceptance of the minutes of the Planning Commission meeting on Monday, August 10th
   - 5.e. Acceptance of the minutes of the Park Committee meeting on Thursday, August 6th
   - 5.f. Acceptance of the minutes of the Enhancement Committee meeting on Monday, July 27th
   - 5.g. Maintenance Report
   - 5.h. Washington County Sheriff's Statistics Report
6. **Consideration of items removed from the consent agenda if any**
7. **Bills presented for payment**

Presentations/guests/SDL & special requests:

8. **Approval to allow fireworks for the Annual Fort Calhoun High School Homecoming for the next five years (2026-2030)**

Unfinished Business:

9. **City Engineer**
   - 9.a. Update on the Citywide Trail Improvement project

9.b. Review and consider the DRAFT Forcemain H2S Control study

9.c. Review and discuss the 1 & 6 Year Road Plan

10. **Consideration and approval of agreement with JQ Office for new copiers and service/supply maintenance**

Introduction of ordinances and resolutions; first, second and third readings as required:

11. **Resolution 2026-8 Adoption of the Amended Economic Development Plan**
12. **Resolution 2026-9 Municipal Annual Certification of Program Compliance**
13. **Ordinance 818 Amending ATV/Golf Cart Regulations**

Motion for Adjournment:

14. **Motion____ Second____**
    Time: _____

JULY 20, 2026 CITY COUNCIL MINUTES

A regular meeting of the City Council of the City of Fort Calhoun, Nebraska, was held in open and public session at 7:02, on Monday, July 20, 2026, at the library/City Council chambers, 110 S 14th St, Fort Calhoun, NE.

Notice of the meeting was given in advance thereof by publication, said form of notice being a designated method for giving notice, an affidavit of publication being attached to these minutes.

Advance notice of this meeting was also given to the Mayor and all Council Members. The availability of the agenda was communicated in the advance notice and in the notice to the Mayor and Council Members.

In accordance with Section 84-1412 sub section eight (8) of the Reissue Revised State Statutes of the State of Nebraska 1943, as amended, one copy of all reproducible written material to be discussed is available to the public at this meeting for examination and copying.

Mayor Robinson stated persons wishing to address the Governing Body on an agenda item shall wait to be identified by the Presiding Officer; then, after stating their name and address for the record, may proceed to speak. No person, other than the Council and the person having the floor will be permitted to enter any discussion without the permission of the Presiding Officer. Remarks shall be limited to five minutes unless extended or limited and repetitive or cumulative remarks may be limited or excluded by the Presiding Officer.

Please note that the meeting minutes are not approved until the next regular City Council meeting.

On roll call, the following Council Members answered present: Bob Prieksat, Nick Schuler, John Kelly, and Kris Richardson.

Mayor Robinson publicly stated to all in attendance that a current copy of the Nebraska Open Meetings Act was available for review and indicated the location of such copy in the room where the meeting was being held.

Mayor Robinson led those present in the Pledge of Allegiance.

With a quorum present, Mayor Robinson presided, and the clerk recorded the proceedings.

Member Schuler made a motion seconded by member Kelly to approve/accept the following consent agenda*: June 15, 2026, City Council minutes; Treasurers Report for June; July 1, 2026 Park Committee minutes; June 29, 2026 Enhancement Committee minutes; Maintenance Report; Washington County Sheriffs Report.* With members Schuler, Kelly, Richardson, and Prieksat voting "Aye", motion carried.

Mayor Robinson presented the July bills. Motion by Schuler second by Prieksat to approve the following bills A P PLUMBING, LLC - 630.00 - SER, ABE'S TRASH SERVICE, INC. - 381.19 - SER, ACCESS SYSTEMS LEASING - 419.28 - SER, BOMGAARS - 96.34 - SUP, BRIAN'S TREE SERVICE - 4500.00 - SER, 400.00 - SER, 2998.00 - SER, CENTRAL TAX & BOOKKEEPING SERVICES - 130.00 - SER, CITY OF BLAIR - 5507.96 - UTL, CONOCO FLEET - 739.64 - FUEL, CORE & MAIN - 355.16 - SUP, COX BUSINESS – 526.56 – UTL, CROWN TROPHY & AWARDS - 154.07 - EXP, CUMMINS SALES AND SERVICE - 834.46 - SER, 199.35 - SUP, ENTERPRISE MEDIA GROUP - 124.23 - SER, 32.50 - SER, 40.76 - SER, 101.60 - SER, 37.82 - SER, FUNFLICKS OUTDOOR MOVIES - 818.94 - EXP, HOWARD D. THOMPSON AGENCY - 2753.00 - INS, IDEAL PURE WATER - 50.35 - SER, IMMENSE IMPACT, LLC - 1361.00 - SER, JDW MIDWEST, LLC - 275.00 - SER, JM ONLINE - 78.00 - SER, JOHN DEERE FINANCIAL - 45.42 - EXP, JUSTIN HANSHEW - 800.00 - SER, KAY PARK-REC CORP - 2106.00 - SUP, M.U.D. - 100.00 - UTL, NE PUBLIC HEALTH ENV LAB - 278.00 - TEST, NEBRASKA GAME & PARKS - 400.00 - , NEBRASKA SALES TAX - 3343.17 - TAX, NYE TECHNOLOGY - 292.00 - SER, 36.25 - SER, O.P.P.D. - 4463.51 - UTL, ONE CALL CONCEPTS, INC - 19.17 - SER, PAPIO-MISSOURI RIVER N. R. D. - 7555.67 - UTL, 1908.88 - UTL, POSTMASTER - 216.55 - EXP, S E SMITH & SONS - 11.38 - SUP, TALBOT LAW OFFICE - 525.00 - PROF, ULINE - 1067.55 - SUP, VERIZON WIRELESS - 119.82 - EXP, VISA - 4399.19 - EXP, WASHINGTON CO. REG. OF DEEDS - 10.00 - SER, WASHINGTON COUNTY SHERIFF - 8159.18 - SER, WILD WILLY'S FIREWORKS, LLC - 500.00 - EXP, Total – 59901.95; with members Prieksat, Schuler, Kelly, and Richardson voting "Aye", motion carried.

Council discussed the request from Adam Young, 809 Monroe St, for reimbursement for tree damage done to property. Adam provided pictures and some background on the trees/property. There has been three major events/issues

over the last five years that has cause damage to the property. The most recent storm caused damage to the patio furniture, the AC unit line and gutters. Motion by Prieksat Second by Kelly to evaluate surrounding trees in the area and recommend the homeowner submit claim. With members Richardson, Prieksat, Schuler and Kelly voting "Aye", motion carried.

Motion by Schuler and second by Richardson to approve closure 15th Street from Monroe to Lincoln Street for the Annual Fort Calhoun High School Homecoming Parade for next five years. *2026 Homecoming date: Friday, September 11th. With members Kelly, Richardson, Prieksat, and Schuler voting "Aye", motion carried.

Motion by Prieksat and second by Schuler to deny the Keno request from Jeff Bryan for Crime Stoppers for Washington County due to no show the last three months. With members Schuler, Kelly, Richardson, and Prieksat voting "Aye", motion carried.

City Engineer project status update was reviewed.

Motion by Prieksat second by Kelly to implement the salaries based on the 2026-2027 pay scale and review wages on annual basis prior to approving final budget. Member Prieksat explained that they did research and looked at wages from other towns based on a pay survey. With members Prieksat, Schuler, Kelly, and Richardson voting "Aye", motion carried.

Motion by Kelly second by Schuler to table approval of agreement with JQ Office for new copiers and service/supply maintenance until next month. With members Richardson, Prieksat, Schuler and Kelly voting "Aye", motion carried.

Bobcat rental and/or purchase options. The Bobcat rental going from $3500/year to $7500/year. Member Prieksat recommended purchasing a used machine rather than continuing with the rental. The city will get more information on a new/used machine and bring back to council next month.

Following a motion and vote, Mayor Robinson declared the meeting adjourned at 8:02 p.m.

Mitch Robinson, Mayor

ATTEST: Alicia Koziol, City Clerk

For the period ending: 7/31/2026

Fund Report

Description	Beginning Balance	Revenues	Expenses	Ending Balance
General	1,497,946.56	15,132.40	16,867.12	1,496,211.84
Local Sales Tax	393,561.64	38,355.77	0.00	431,917.41
Street	-222,976.54	80,324.08	10,743.06	-153,395.52
Police	-686,950.27	0.00	8,159.18	-695,109.45
Fire	0.00	0.00	0.00	0.00
Building	65,364.17	0.00	0.00	65,364.17
Parks	-378,119.85	50.00	14,121.02	-392,190.87
Park Board	32,312.00	0.00	0.00	32,312.00
Water	429,073.60	54,427.92	23,169.48	460,332.04
Sewer	544,806.18	46,433.51	24,764.76	566,474.93
Sewer Sinking	13,503.61	0.00	0.00	13,503.61
Lottery	148,672.42	1,152.18	0.00	149,824.60
Bond Retirement	489,041.36	3,807.03	0.00	492,848.39
Enhancement	2,657.91	0.00	0.00	2,657.91
Christmas in Calhoun	5,621.49	0.00	0.00	5,621.49
Adams St Plz Events	14,162.82	0.00	2,322.43	11,840.39
Total All Funds	2,348,677.10	239,682.89	100,147.05	2,488,212.94

Date Range

Starting: 7/1/2026

Ending: 7/31/2026

JULY 29, 2026 CITY COUNCIL MINUTES

A regular meeting of the City Council of the City of Fort Calhoun, Nebraska, was held in open and public session at 6:06, on Wednesday, July 29, 2026, at the library/City Council chambers, 110 S 14th St, Fort Calhoun, NE.

Notice of the meeting was given in advance thereof by publication, said form of notice being a designated method for giving notice, an affidavit of publication being attached to these minutes.

Advance notice of this meeting was also given to the Mayor and all Council Members. The availability of the agenda was communicated in the advance notice and in the notice to the Mayor and Council Members.

In accordance with Section 84-1412 sub section eight (8) of the Reissue Revised State Statutes of the State of Nebraska 1943, as amended, one copy of all reproducible written material to be discussed is available to the public at this meeting for examination and copying.

Mayor Robinson stated persons wishing to address the Governing Body on an agenda item shall wait to be identified by the Presiding Officer; then, after stating their name and address for the record, may proceed to speak. No person, other than the Council and the person having the floor will be permitted to enter any discussion without the permission of the Presiding Officer. Remarks shall be limited to five minutes unless extended or limited and repetitive or cumulative remarks may be limited or excluded by the Presiding Officer.

Please note that the meeting minutes are not approved until the next regular City Council meeting.

On roll call, the following Council Members answered present: Bob Prieksat, Nick Schuler, John Kelly, and Kris Richardson.

Mayor Robinson publicly stated to all in attendance that a current copy of the Nebraska Open Meetings Act was available for review and indicated the location of such copy in the room where the meeting was being held.

Mayor Robinson led those present in the Pledge of Allegiance.

Susan Collins requested reimbursement for the 2026 City Wide Garage Sale signs and advertising. Susan said it costs about $1,000 every year for the garage sale advertising. She had to purchase yard signs this year which cost $300. Calhoun Oil paid $50 and she requested $250 of Keno funds from the city. Motion by Prieksat, second by Kelly to approve $250 in Keno funds. Member Prieksat stated that in future she needs to look at other avenues to for funds such as donations or increasing entry fee. With members Richardson, Prieksat, Schuler and Kelly voting “Aye”, motion carried.

Motion by Schuler second by Prieksat to approve **Resolution 2026-7 Signing of Environmental Services Supplemental Agreement No. 2**. With members Kelly, Richardson, Prieksat, and Schuler voting “Aye”, motion carried. The passage and adoption of said Resolution having been concurred by most of all members of the Council, the Mayor declared the Resolution adopted and, in the presence of the Council, signed and approved the Resolution and the Clerk attested the passage and approval of the same and affixed her signature thereto.

A true and complete copy of the said Resolution is as follows:

RESOLUTION
SIGNING OF ENVIRONMENTAL SRVICES SUPPLEMENTAL AGREEMENT
BK2422-002

City of Fort Calhoun
Resolution No. 2026-7

Whereas: City of Fort Calhoun is developing a transportation project for which it intends to obtain Federal funds; and

Whereas: City of Fort Calhoun as a sub-recipient of Federal-Aid funding is charged with the responsibility of expending said funds in accordance with Federal, State, and local laws, rules, regulations, policies, and guidelines applicable to the funding of the Federal-aid project; and

Whereas: City of Fort Calhoun and SRF Consulting Group, Inc. wish to enter into a Professional Services Agreement to provide Environmental Services Agreement for the Federal-aid project.

Be It Resolved: by the City Council of Fort Calhoun that:

Mitch Robinson, Mayor of Fort Calhoun, is hereby authorized to sign the attached Environmental Services Agreement between City of Fort Calhoun, Nebraska and SRF Consulting Group, Inc.

NOOT Project Number: T AP-89(36)
NDOT Control Number: 22926
NDOT Project Description: Fort Calhoun with Safe Transportation Alternatives

Adopted this 29th day of July, 2026 at Fort Calhoun, Nebraska.

Motion by Prieksat second by Schuler to approve the recommendation of Tim Nelson as Utility & Public Works Supervisor. With members Schuler, Kelly, Richardson, and Prieksat voting "Aye", motion carried.

Sheriff Mike Robinson gave an update and information on the January 6, 2025 Officer Involved Shooting and shared video footage.

Following a motion and vote, Mayor Robinson declared the meeting adjourned at 7:12 p.m.

Mitch Robinson, Mayor

ATTEST: Alicia Koziol, City Clerk

City of Fort Calhoun
Parks Board
August 6, 2026 7:00 P.M.
Meeting Minutes

1. Sara Ruthven called the meeting to order at 7:04 PM.

2. Sara announced the Open Meeting Compliance Act.

3. Board members Sara Ruthven, James Totten, Jane Prieksat, Larry Pringle, and Parks Commissioner Kris Richardson were all in attendance. Bob Lammers, Karli Johnson, and Amber Pierce were absent.

4. Approval of July Meeting Minutes moved by James, seconded by Larry. All voted in favor to approve.

Unfinished Business

5. Current Parks Projects Updates
    a. Gazebo Improvement Status
        i. Work is scheduled to be done this fall.
    b. Pioneer Park Pavillion Privacy Discussion
        i. Discussed the benefits of a privacy fence as a possible replacement for the dying plants.
    c. Swing Set Updates
        i. Swings have arrived and will be installed.
    d. West Market Square Park Basketball Court Lining
        i. Court lining will be completed in conjunction with street lining needs.
    e. Dog Waste Baskets (All Parks)
        i. Dog waste baskets have been deployed and are in use.
    f. Pioneer Court
        i. Discussed Pickleball Court maintenance as winter approaches.

New Business:

6. Discussion of Meeting Times
    a. The board requests a change of meeting time to 6pm.
        i. Motioned by Jane, seconded by James. All voted in favor to approve.

Adjournment:

Meeting adjournment motioned by Larry at 7:48 PM, seconded by James. All voted in favor to approve.

Fort Calhoun Enhancement Committee
Fort Calhoun Library
Monday, July 27, 2026 6:00pm
MINUTES

Call to Order: by Judy Boyd at 6:10pm
Announcement of Open Meeting Compliance

Present: Judy Boyd, Beth Dieteman, Amanda Donahoe, Nicole Fangman, Jackie Henderson, Lori Lammers, Lynn Teeter, Rose Therkildsen
Absent:

MINUTES: June 29, 2026, minutes approved with one correction (location of meeting).

FINANCE: $2,260.86 balance.

OLD BUSINESS

Flowers – The flowers continue to do well, and we are happy with our watering schedule.

Trees and current conditions – Davey Tree sprayed the Crabapple trees in front of Cherry Hill for bag worms. The bag worms completely defoliated one tree, and the second tree was getting damaged. The bag worms have been controlled, and the tree is starting to leaf out again.

In the spring, the crabapple trees will be sprayed for bag worms, and all seven sidewalk trees will be fertilized.

The arborist from Davey Tree said the Chinese Lilac in front of City Hall has bacterial blight and the cure is to remove the diseased limbs at least 10-inches back from the damaged leaf area. We have removed some limbs, and the trees seem to be doing well.

Banners – 250th USA banners will be up until the end of summer. We have received many compliments about them and the red, white and blue "snowflake" lights that were up during July.

Next meeting – Monday, August 31, 2026, at 6:00pm in the library.

Adjourn – Nicole moved to adjourn the meeting; Jackie seconded.
Meeting adjourned at 6:40pm.
Submitted by Lori Lammers

City of Fort Calhoun

Field Operations Report

Reporting Period: July 17, 2026 – August 13, 2026

417	317	3	8
Total Hours	Activities	Personnel	Departments

Executive Summary

Analysis Overview

From July 17, 2026 to August 13, 2026, City of Fort Calhoun field staff logged 317 activities totaling 417 hours across Parks, Water, Sewer, Streets, and approved time off. Parks work dominated the period with 240.5 hours across 140 activities, followed by Water (56 hours/48 activities), Streets (39 hours/22 activities), and Sewer (29 hours/27 activities); time off accounted for 42.5 hours. Tim Nelson led overall production with 160 hours across 156 activities, followed by Dan Kougias with 144 hours across 94 activities and Avery Quinlan with 113 hours across 67 activities.

Work logs show a strong focus on park upkeep and small repairs. Tim Nelson handled hands-on Parks work including 180 minutes weeding playgrounds, repainting lines on the WMS basketball court (90 minutes), completing park checks and bathroom checks (60 minutes), and repairing a door at the ball diamond (120 minutes). Avery Quinlan supported park appearance with 120 minutes cleaning weeds at a park, and also completed Streets and Water tasks, including changing a street sign (60 minutes) and completing water meter work (60 minutes). On the Streets side, Nelson replaced signs (120 minutes) and touched up paint on the Lincoln Street crosswalk (30 minutes).

No code enforcement inspections were recorded for these dates, and no violations or follow-up actions were documented. Utility operations focused on meter reading and routine monitoring: Water utility readings included Tim Nelson at the nwpit (readings logged at 2786, 2764, and 2746) and at the wpit (46036 and 46013). Sewage utility readings were entered as Manual Entry readings by Tim Nelson (5353280, 5208570, and 4823025) and Dan Kougias (5111175 and 5016876), along with sewer meter reading and pumphouse checks logged by Nelson (60 minutes).

Several maintenance items were flagged for attention, primarily in Parks and one in Sewer. Parks concerns included repairs and adjustments to the splashpad sprinkler system (multiple entries) and the ball diamond door repair; Sewer concerns included repairing a fence at the sewer outlet in Blair. These items should be tracked to completion, with any needed parts or contractor support identified early so the splashpad and sewer fencing are kept reliable and safe through the remaining summer season.

Key Findings

- 317 field activities recorded across 8 departments
- 3 personnel logged 417 total work hours
- 253 maintenance reports filed
- 0 code enforcement inspections
- 64 utility readings completed

Department Performance

Resource Allocation & Operational Outcomes

Parks

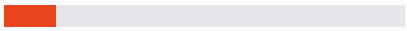
240.5h worked • 58% of total effort



Parks crews spent most of their time on mowing and routine park upkeep across the system (240.5 hours over 140 activities), with Tim Nelson, Avery Quinlan, and Dan Kougias all logging mows and regular park checks. Tim handled park checks and bathrooms, mowed, got the paint sprayer ready, repainted the basketball court lines at WMS, and repaired a door at the ball diamond. Avery focused on mowing, park checks, cleaning weeds at the park, and helping with painting prep and a baseball field door fix. Dan covered mowing along the trail/Pioneer Park/Splash Pad/Clark St, did trash checks at the splash pad plaza and Pioneer Park, picked up downed limbs at West Market Park, and put out signs for the movie night event.

Water

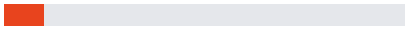
56h worked • 13% of total effort



Water crews spent most of their time on meter work—Tim Nelson handled incoming water meters while Avery Quinlan worked on water meters across multiple days. They also kept up with required sampling: Tim and Avery collected water samples, and Dan Kougias retrieved the state water samples and got them mailed out. Total logged time was 56 hours across 48 activities, with the bulk of the entries centered on meters and sampling.

Time Off

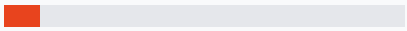
42.5h worked • 10% of total effort



Time Off crews spent most of their logged time on Dan Kougias being out—8 hours of vacation on 8/12 and another 8 hours of comp time used on 8/6. Tim Nelson logged shorter absences, taking 1 hour of comp time on 8/6, 8/11, and 8/12. Overall, the entries were strictly vacation and comp time, with Dan accounting for the bulk of the time and Tim covering brief comp time blocks.

Streets

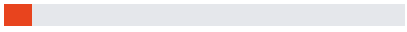
39h worked • 9% of total effort



Streets crews spent most of their logged time on sign work—Tim Nelson replaced signs and Avery Quinlan changed a street sign. Tim also touched up the crosswalk paint on Lincoln St. Earlier in the month, Tim trimmed street trees and put an hour in at the shop.

Sewer

29h worked • 7% of total effort



Sewer crews spent most of their time on routine system checks—Tim Nelson handled sewer meter readings and pumphouse checks on multiple days, and Dan Kougias covered wastewater checks and daily operations. On 8/4, Tim and Dan both put in 3-hour blocks installing grates over the sewer channel at the outflow station in Blair. Avery Quinlan spent 2 hours the same day repairing the fence at the sewer outlet. Altogether it came to 29 hours across 27 activities focused on keeping the pump stations and outflow area in good shape.

All

8h worked • 2% of total effort

2%

All crews spent part of their time on shop work. Tim Nelson logged 120 minutes working in the shop on 8/5/2026. That's the only specific task noted, and the remaining time to reach the 8-hour total (and the second activity) wasn't described in the logs provided.

Code Enforcement

2h worked • 0% of total effort

0%

Code Enforcement crews spent most of their time on a single 2-hour activity, but no detailed notes were turned in. The log doesn't list what task was handled, where it happened, or who worked it. Without worker names in the report, I can't accurately say "Dan did X" or "Tim checked Y" for this entry. If you can share the case number or officer name, I can tighten this up to match what actually happened.

Utility Tracking

0h worked • 0% of total effort

0%

Utility Tracking crews spent most of their time on daily meter readings—Tim Nelson logged water readings at both nwpit and wpit on 7/31 and then again most weekdays from 8/3 through 8/13. Tim also entered manual sewage readings on 8/8, 8/12, and 8/13. Dan Kougias covered the manual sewage readings on 8/10 and 8/11. No labor hours were recorded even though these readings were logged.

Personnel Analysis

Individual Performance & Work Distribution

1. Tim Nelson

160h / 417h (38%)

Tim Nelson logged 160 hours, with a lot of it spent out in the parks—mowing (including City Hall), weeding playgrounds, loading/spreading mulch, cleaning up downed branches, doing park/ball diamond checks, and handling bathrooms/trash. He also knocked out a few repair/paint jobs like fixing a ball diamond door, getting the paint sprayer ready, repainting basketball court lines, touching up the Lincoln St crosswalk, and replacing street signs. On the utility side he kept up with sewer meter readings and pumphouse checks, handled incoming water meter work, and took water samples (plus a bit of comp time).

2. Dan Kougias

144h / 417h (35%)

Dan Kougias put in 144 hours, with a lot of it split between parks rounds and sewer checks—regular splash pad plaza and Pioneer Park trash/restroom checks, plus wastewater check/operations on multiple days. He also knocked out specific park tasks like mowing the trail/Pioneer Park/splash pad/Clark St, spreading mulch at West Market Park's playground rock areas, repairing/adjusting the splash pad sprinkler system, painting the circular swing bars (after getting the paint sprayer cleaned up and working), and cleaning the West Market basketball court ahead of stripe painting. On top of that, he installed grates over a sewer channel at the Blair outflow station, pulled and mailed state water samples, put out movie night signs, and used some comp time and vacation.

3. Avery Quinlan

113h / 417h (27%)

Avery Quinlan logged 113 hours, and the entries you shared were mostly parks work: park checks, mowing, spreading mulch, pulling weeds/clearing beds, moving plants, and cutting back tree branches. They also did a bunch of park prep and fixes like painting equipment, getting paint supplies ready, fixing a door at the baseball field, and putting out signs. On the utilities side, they handled water meter work pretty regularly, took water samples, and did a quick street sign change.

Strategic Insights

Risk, Cost, Capacity & Leadership Actions

1. Splashpad irrigation keeps failing

The splashpad sprinkler system showed up 3 separate times this period (“repaired splashpad sprinkler,” “repair and adjust sprinkler system at splash pad,” “repaired sprinkler at splashpad”), which is a textbook repeat-repair pattern. You need to stop patching components and do a root-cause fix (valves/zone control/backflow/head alignment) with a documented preventive checklist, or this will keep eating Parks hours every week.

2. Parks is consuming capacity

Parks drove 240.5 of 417 maintenance hours (58%) and 140 activities, meaning most of your field bandwidth is getting pulled into Parks before anything else. Leadership needs to either (1) authorize seasonal/part-time Parks support or (2) set a weekly cap/priority list, because the current mix leaves little slack for non-Parks infrastructure work.

3. Work volume is high for 3

You logged 253 maintenance reports in 28 days (~9 per day) with only 3 working personnel and 417 maintenance hours total —this is near full utilization with very limited time for prevention. The team is operating reactively by default; you need a scheduled PM block each week (irrigation checks, facility walk-throughs) or the backlog will keep regenerating.

4. Workload concentrated on Tim

Tim Nelson carried 160 of 417 hours (38%) and 108 activities—higher than Dan Kougias (144h/78) and Avery Quinlan (113h/67). You need to rebalance task assignment so repeat issues (like splashpad irrigation) don’t keep routing to one person, which creates a single-point-of-failure and slows response in other areas.

5. Inspections and tracking gaps

Code Enforcement Inspections are recorded as 0 for the entire period, which is either a real service gap or a tracking/reporting failure—either way leadership needs an answer this month. Also, “Utility Tracking” shows 0 hours/0 activities despite routine readings being recorded elsewhere, signaling inconsistent categorization that will keep undermining workload decisions and budgeting.

AI-Powered Analytics

This report was generated using CityVerse AI analytics platform. AI summaries provide contextual insights based on recorded field data. For questions or support, contact your CityVerse administrator.

Water Tracking Report

Report Period: Jun 25, 2026 - Jul 27, 2026

Date	East Reading	East Usage	West Reading	West Usage	NW Reading	NW Usage	Total
Jun 25, 2026	54,795	0	43,800	41,000	1,416	35,000	76,000
Jun 26, 2026	54,795	0	43,840	40,000	1,444	28,000	68,000
Jun 29, 2026	-	-	43,960	120,000	1,538	94,000	214,000
Jun 30, 2026	-	-	44,022	62,000	1,573	35,000	97,000
Jul 1, 2026	-	-	44,083	61,000	1,603	30,000	91,000
Jul 2, 2026	-	-	44,129	46,000	1,638	35,000	81,000
Jul 6, 2026	-	-	44,300	171,000	1,734	96,000	267,000
Jul 7, 2026	-	-	44,355	55,000	1,760	26,000	81,000
Jul 8, 2026	-	-	44,404	49,000	1,784	24,000	73,000
Jul 9, 2026	-	-	44,443	39,000	1,809	25,000	64,000
Jul 10, 2026	-	-	44,487	44,000	1,830	21,000	65,000
Jul 13, 2026	-	-	44,664	177,000	1,922	92,000	269,000
Jul 14, 2026	-	-	44,719	55,000	1,957	35,000	90,000
Jul 15, 2026	-	-	44,771	52,000	1,989	32,000	84,000
Jul 16, 2026	-	-	44,834	63,000	2,022	33,000	96,000
Jul 17, 2026	-	-	44,889	55,000	2,053	31,000	86,000
Jul 20, 2026	-	-	45,056	167,000	2,164	111,000	278,000
Jul 21, 2026	-	-	45,117	61,000	2,197	33,000	94,000

Date	East Reading	East Usage	West Reading	West Usage	NW Reading	NW Usage	Total
Jul 22, 2026	-	-	45,175	58,000	2,224	27,000	85,000
Jul 23, 2026	-	-	45,215	40,000	2,256	32,000	72,000
Jul 24, 2026	-	-	45,256	41,000	2,284	28,000	69,000
Jul 27, 2026	-	-	45,414	158,000	2,386	102,000	260,000

Summary by Pit

East

Total Usage: 0 gal

Daily Average: 0.00 gal

West

Total Usage: 1,655,000 gal

Daily Average: 50,151.52 gal

Northwest

Total Usage: 1,005,000 gal

Daily Average: 30,454.55 gal

Overall Totals

Total Usage (All Pits): 2,660,000 gallons

Overall Daily Average: 80,606.06 gallons

33 days

City Wastewater Report

Report Period: Jun 26, 2026 - Jul 27, 2026

Generated: 8/13/2026, 4:26:30 PM

Date	Time	Reading	Usage (Gallons)
Jun 26, 2026	08:41 AM	299,473	109,426
Jun 27, 2026	08:09 AM	399,380	99,907
Jun 29, 2026	06:53 AM	602,095	202,715
Jun 30, 2026	07:57 AM	714,799	112,704
Jul 1, 2026	08:44 AM	831,146	116,347
Jul 2, 2026	08:26 AM	938,183	107,037
Jul 4, 2026	02:26 PM	1,167,026	228,843
Jul 6, 2026	08:18 AM	1,333,423	166,397
Jul 7, 2026	10:31 AM	1,447,352	113,929
Jul 8, 2026	08:32 AM	1,541,570	94,218
Jul 9, 2026	08:45 AM	1,658,084	116,514
Jul 10, 2026	08:46 AM	1,764,210	106,126
Jul 11, 2026	03:13 PM	1,897,225	133,015
Jul 13, 2026	09:21 AM	2,082,265	185,040
Jul 14, 2026	08:59 AM	2,183,687	101,422
Jul 15, 2026	08:30 AM	2,285,946	102,259
Jul 16, 2026	08:51 AM	2,390,897	104,951
Jul 17, 2026	10:05 AM	2,497,291	106,394
Jul 18, 2026	08:25 AM	2,584,704	87,413
Jul 20, 2026	08:44 AM	2,775,287	190,583
Jul 21, 2026	08:51 AM	2,876,642	101,355

Jul 22, 2026	08:38 AM	2,975,546	98,904
Jul 23, 2026	08:41 AM	3,079,958	104,412
Jul 24, 2026	08:45 AM	3,185,870	105,912
Jul 25, 2026	04:15 PM	3,327,036	141,166
Jul 27, 2026	08:43 AM	3,503,620	176,584

Summary

Flow:	3,503,620
Flow Total (Latest - Oldest):	3,204,147
Quarry Usage:	35,946.9
Daily Average:	101,252.93
Total Gallons:	**3,240,093.9**

Quarry Data

Jun 2026:	908,811.9
Jul 2026:	944,758.8
Difference:	**35,946.9**

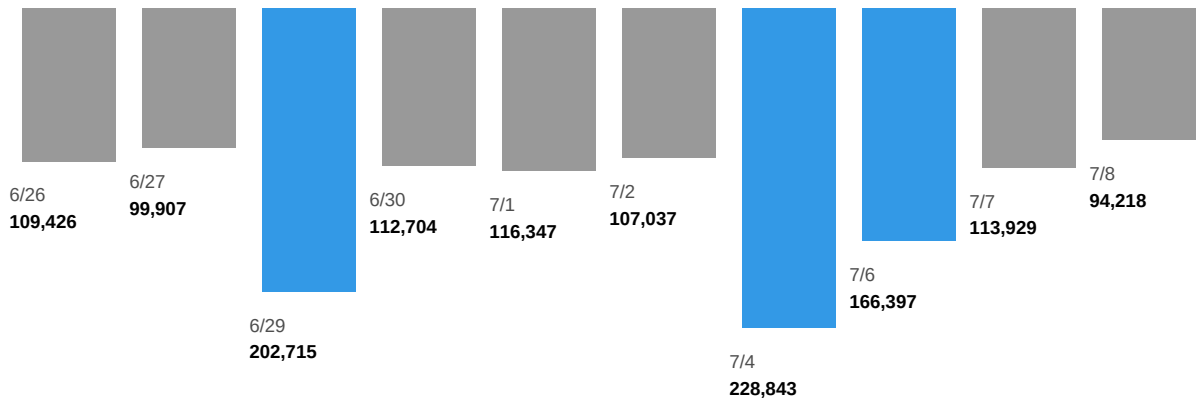
Date: 8/13/2026

Signature

City Maintenance

Analytics & Insights

Daily Usage Breakdown



Peak Daily Usage
228,843
gallons

Lowest Daily Usage
87,413
gallons

Average Daily Usage
127,445
gallons

Trend Analysis

DECREASING: Usage is 5.9% lower in latter half of period

Efficiency Rating: Good (based on 101,252.934 gal/day average)

Period Insights:

- Total readings captured: 26
- Date range: 33 days
- Average readings per day: 0.8
- Total consumption: 3,240,093.9 gallons

Washington County Sheriff

Contract Statistics Report for Fort Calhoun for the Month of July 2026

444 South 16th Street
Blair, NE 68008
402-426-6866

Time Frame	Time in HH:MM:SS
Total Monthly Hours	**226:13:16**
Average Hours Per Week	**51:04:50**
Average Hours Per Day	**7:17:50**
Week 1 Total Hours	**55:19:36**
Week 2 Total Hours	**50:40:53**
Week 3 Total Hours	**46:16:41**
Week 4 Total Hours	**53:36:06**
Week 5 Total Hours	**20:20:00**

Activity	Current Month	Previous Month
Warning	6	7
Citation	1	2
Parking Warning	0	2
Arrest	2	3
Accident	1	2
Business Checks	441	428
Reports	5	7

Check Approval List

Pay#	Vend#	Vendor Name	Invoice	Description	Due Date	Amount
5346	6	ABE'S TRASH SERVICE, INC.	1922001-2	TRASH SERVICE-JULY	8/20/2026	378.47
5362	603	ACCESS SYSTEMS LEASING	42556396	STANDARD PYMT-COPIER	8/15/2026	422.38
5374	589	BOBCAT OF OMAHA	07272026	SKID STEER LEASE	8/27/2026	7,500.00
5369	619	BRIAN'S TREE SERVICE	345	PIONEER PARK: COMPLETE REMC	8/31/2026	5,420.00
5348		CENTRAL TAX & BOOKKEEPING SERV	30441	LOTTERY AUDIT: JUNE 2026	8/17/2026	130.00
5349	50	CITY OF BLAIR	08012026	GALLONS-3,516,329	8/10/2026	4,822.33
5379	396	CONOCO FLEET	114217471	MONTHLY FUEL PURCHASES	8/21/2026	794.55
5368	609	CORE & MAIN	Z477224	ANNUAL SOFTWARE RENEWAL	8/31/2026	4,200.00
5335		EMBRIS GROUP, LLC	631	FORT CALHOUN FORCEMAIN H2S	8/15/2026	2,968.75
5341		EMBRIS GROUP, LLC	632	ENGINEERING ASSISTANCE: FEB/	8/15/2026	1,275.00
5338		EMBRIS GROUP, LLC	636	FORT CALHOUN MONROE ST CON	8/15/2026	4,538.75
5342		EMBRIS GROUP, LLC	649	ENGINEERING ASSISTANCE: APRI	8/15/2026	701.25
5339		EMBRIS GROUP, LLC	652	FORT CALHOUN MONROE ST CON	8/15/2026	728.75
5336		EMBRIS GROUP, LLC	656	FORT CALHOUN FORCEMAIN H2S	8/15/2026	1,597.50
5343		EMBRIS GROUP, LLC	665	ENGINEERING ASSISTANCE: MAY	8/15/2026	1,111.25
5337		EMBRIS GROUP, LLC	669	FORT CALHOUN FORCEMAIN H2S	8/15/2026	1,089.19
5340		EMBRIS GROUP, LLC	670	FORT CALHOUN MONROE ST CON	8/15/2026	573.75
5344		EMBRIS GROUP, LLC	706	ENGINEERING ASSISTANCE: JUNE	8/18/2026	1,723.50
5345	18	ENTERPRISE MEDIA GROUP	316534	SUPERVISOR JOB/LIQUOR LICENS	8/16/2026	316.17
5367	18	ENTERPRISE MEDIA GROUP	316853	CC MTG MIN 7.20/EMPLOYEE SALA	8/26/2026	97.38
5378	362	HENTON TRENCHING, INC.	FOR-07292(	WATER MAIN LEAK-718 N 14TH ST	8/29/2026	5,544.31
5370	643	JDW MIDWEST, LLC	2607056	JULY SERVICES	8/31/2026	2,730.80
5365	73	LEAGUE OF NEBR. MUNICIPALITIES	195757	MEMBERSHIP DUES SEPT 2026-AU	8/30/2026	6,171.00
5375	9	M.U.D.	07312026	MONTHLY GAS BILL	8/17/2026	100.00
5332	28	NE PUBLIC HEALTH ENV LAB	608304	WATER TESTING	8/13/2026	267.00
5377	298	NEBRASKA SALES TAX	072026	JULY SALES TAX	8/20/2026	3,333.18
5372		NYE TECHNOLOGY	CW16429	MONTHLY IT SERVICES	8/31/2026	292.00
5373		NYE TECHNOLOGY	CW16534	NAME CHANGE: MAINT.SUPER@F	9/5/2026	36.25
5376	8	O.P.P.D.	08252026	MONTHLY ELECTRIC	8/25/2026	4,322.39
5371	421	ONE CALL CONCEPTS, INC	6070155	MONTHLY LOCATES	8/31/2026	18.39
5333	5	PAPIO-MISSOURI RIVER N. R. D.	71526	METER #1 & METER #2	8/5/2026	14,287.26
5334	5	PAPIO-MISSOURI RIVER N. R. D.	71526-2	METER #3	8/5/2026	1,962.40
5351	7	POSTMASTER	08032026	WA/SE BILLS-AUG	8/3/2026	235.30
5381		TD2 ENGINEERING & SURVEYING	177936	TOO FAR NORTH BLDG EVALUATI	8/31/2026	668.75
5347		THE DAVEY TREE EXPERT COMPANY	920698769	2 CRAB APPLE TREES (CHERRY H	8/8/2026	214.00
5350	353	THE SIGN DEPOT	33299	50 DOUBLE SIDED SIGNS-CITY WI	8/10/2026	250.00
5364	200	UTILITIES SECTION-LEAGUE	9859	MEMBERSHIP DUES SEPT 2026-AU	8/30/2026	643.00
5366	577	VERIZON WIRELESS	6148876845	MONTHLY CELL PHONES	8/9/2026	119.79
5380	477	VISA	07262026	ADOBE/WATER SAMPLES/ADVERT	8/19/2026	2,179.26
5363	30	WASHINGTON COUNTY SHERIFF	08172026	JULY SERVICES	8/17/2026	8,159.18
						$91,923.23

Report Selection: Check Approval List - By Vendor
Date Range Selection: GL Posting Date
Starting Date: 7/30/2026
Ending Date: 8/31/2026
Banks: All
Bank Acct#:
Include Printed Checks: p

Fort Calhoun Project Status
08.17.2026
lcb

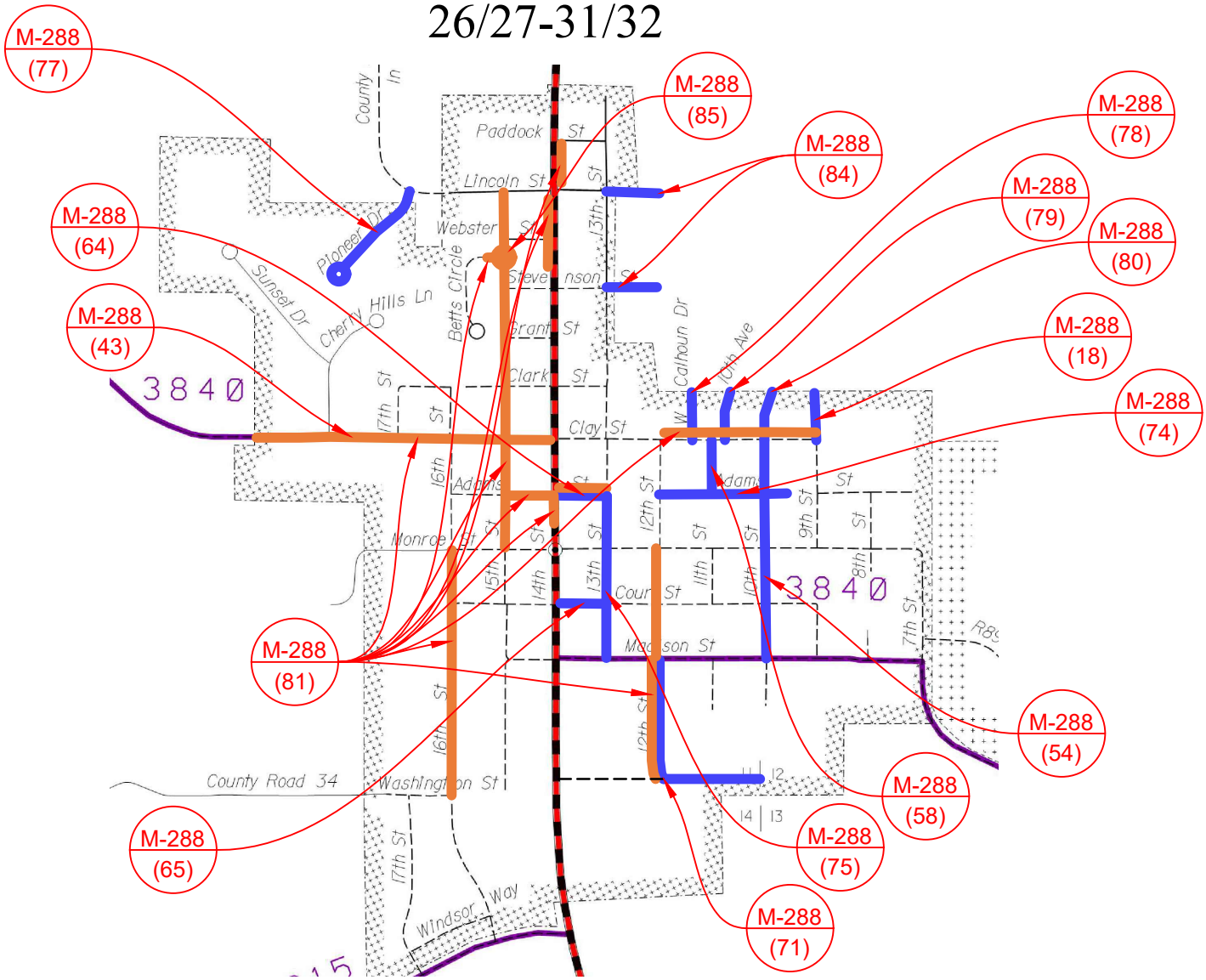
Project	Project #	Stage	Funding Source	Recent Activity	Activity Needed	City Action Needed	Upcoming Deadline
Clay Street Drainage	Conceptual	Conceptual	GO Fund	Requested as a budget item in future year	Budget project for future year	Select budget year.	None
Sanitary Sewer Investigation	131216.13	Conceptual	Sewer Fund	Investigation was tabled until after manhole repairs completed.	None	None	None
West Monroe Street Paving District	131216.00 (General Engineering)	Post Construction	Paving District / Street Fund for City portion of work	No recent activity.	Monitor warranty period.	None	None
2020 7th and Monroe Intersection Improvements	131216.19	Post Construction	GO Fund	No recent activity.	Monitor warranty period.	None	None
2022 Lift Station Flood Protection Improvements	131216.28	Post Construction	HMGP / Sewer Fund	No recent activity.	Monitor warranty period.	None	None at this time.
Adams Street Corridor Phase 4 and 5	131216.29	Post Construction	Papio-Missouri River NRD/Private/Sales Tax	No recent activity.	Monitor warranty period.	None	None at this time.
Adams Street Plaza - Group B - Restroom and Shelter	131216.27	Post Construction	Sales Tax / Grants	No recent activity.	Monitor warranty period.	None	None at this time.
Transportation Alternatives (TAP) Grant	220002.00 (General Engineering)	Design	Grant / Sales Tax	Pubic meeting will be held on Tuesday, October 13th at Northern Lights.	Finalize environmental and plans.	None	Construction is currently slated for 2028-29.
Trail Extension Phase 3 & 4	230003.00	Post Construction	Grant / Sales Tax	No recent activity.	Monitor warranty period.	None	None at this time.
Speed Study	220002.00 (General Engineering)	Complete	GO Fund	Study was adopted. Awaiting improvements to be included in TAP grant before further implementation.	None	None	None at this time.
Bett's Circle Drainage	220002.00 (General Engineering)	Post Construction	GO Fund	Project is complete.	None	None	None at this time.
FLU Update	220002.00 (General Engineering)	Complete	GO Fund	Final FLU was adopted.	None	None	None
Forcemain H2S Control	22-002.03	Study	Sewer Fund	Draft report is ready for review and consideration.	Consideration of next steps.	None at this time.	None at this time.

Completed Projects (FY 25/26)					City of Fort Calhoun	
Project #	**Street Name**	**Start**	**End**	**Description of Work**	**Length (mi)**	**Final Cost**
M-288-(3)	Monroe Street	16th Street	West Corporate Limits	Concrete, Grading, Storm Sewer, Erosion Control	0.10	$ 450,000

One Year Plan - Fiscal Year 2026/2027 Projects (October 1st to September 30th)					City of Fort Calhoun	
Project #	**Street Name**	**Start**	**End**	**Description of Work**	**Length (mi)**	**Est. Cost**
M-288-(81)	Adams Street	15th Street	13th Street	Sidewalk / Trail, Grading, Parking,Erosion Control	2.0	$ 3,500,000
	15th Street	Monroe St	Lincoln St			
	Monroe St	16th Street	15th Street			
	16th Street	Washington Street	Monroe St			
	Clay Street	West Corp Limits	15th Street			
	Clay Street	12th Street	9th Street			
	12th Street	Washington Street	Monroe Street			
	14th Street	1/2 Block South of Webster St	Paddock St			
	14th Street	1/2 Block South of Adam St	Adams St			
M-288-(43)	Clay Street	West Corporate Limits	14th Street	Curb and Gutter Milling with 2" Overlay, Grading, Culvert/Ditch Section Improvements with Detention, Erosion Control	0.40	$ 1,000,000
M-288-(85)	Betts Circle & 15th Street Intersection			Curb Inlet and Storm Sewer Repair	0.01	$ 50,000

Six Year Plan - Fiscal Year 2027/2028 to 2031/2032 Projects (October 1st to September 30th)					City of Fort Calhoun	
Project #	**Street Name**	**Start**	**End**	**Description of Work**	**Length (mi)**	**Est. Cost**
M-288-(65)	Court Street	14th Street	13th Street	Asphalt Overlay, Curb Ramps	0.06	$ 40,000
M-288-(54)	10th Street	Madison Street	Clay Street	Asphalt Overlay, Curb Ramps	0.29	$ 200,000
M-288-(18)	9th Street	Clay Street	North Corporate Limits	Concrete Curb and Gutter, Grading, Storm Sewer, Erosion Control	0.06	$ 200,000
M-288-(71)	12th Street	Washington Street	Madison Street	Concrete Curb and Gutter, Grading, Storm Sewer, Erosion Control	0.15	$ 600,000
	Washington Street	12th Street	10th Street		0.12	
M-288-(58)	11th Street	Adams Street	Clay Street	Asphalt Overlay, Curb Ramps	0.07	$ 40,000
M-288-(74)	Adams Street	12th Street	1/2 Block East of 10th Street	Asphalt Overlay, Curb Ramps	0.11	$ 40,000
M-288-(75)	13th Street	Adams Street	Madison Street	Asphalt Overlay, Curb Ramps	0.22	$ 150,000
M-288-(77)	Pioneer Drive	Lincoln St	Cul de Sac	Asphalt, Earth Shoulders, Grading, Culverts, Erosion Control Including Lincoln Street Intersection	0.15	$ 200,000
M-288-(78)	Calhoun Drive	Clay Street	North Corporate Limits	Asphalt Overlay	0.07	$ 40,000
M-288-(79)	10th Avenue	Clay Street	North Corporate Limits	Asphalt Overlay	0.07	$ 40,000
M-288-(80)	10th Street	Clay Street	North Corporate Limits	Asphalt Overlay	0.07	$ 40,000
M-288-(64)	Adams Street	14th Street	13th Street	Asphalt Overlay with Concrete Patching, Curb Ramps	0.07	$ 40,000
M-288-(84)	Lincoln Street	13th Street	12th Street	Concrete Curb and Gutter, Grading, Erosion Control	0.2	$ 300,000
	Stevenson St	13th Street	12th Street			

FORT CALHOUN, NEBRASKA
ONE AND SIX YEAR PLAN
FISCAL YEAR
26/27-31/32



JEO CONSULTING GROUP INC
800.723.8567

NATIONAL ROAD CLASSIFICATIONS

- OTHER PRINCIPAL ARTERIALS
- MAJOR COLLECTOR

PROJECT LEGEND

- 1 YEAR PLAN
- 6 YEAR PLAN

DRAWING NAME: FORT CALHOUN
REVISED BY: SMD
REVISED ON: JULY 16, 2026

The Cost and The Savings

The following details the cost savings and pricing for delivery of the products and services outlined in this proposal. This pricing is valid unitl Friday July 24th.

Total Current Costs	
Current Lease Payment For Sharp 70C31 and C304WH	$387.18/Month
Current Volume Based Off Two Invoices and Conversations With Katie Monochrome: 700 Color Volume: 650	
Overages:	$1.50/Month
Shipping Assurance:	$5.00/Month
Total Current Monthly Costs	**$393.68/Month**
Proposed Solution	
1 TOSHIBA ESTUDIO 3025AC 30 PPM Color MFP (C,P,S) 2 Drawers, Stand, Internal Stapler, Dual Scan Document Processor, 11X17,	INCLUDED
1 Kyocera M3145 30/30 PPM A4 Monochrome MFP(C,P,S) One Drawer	INCLUDED
700 Monochrome Prints Per Month (Pool of prints shared)	INCLUDED
Monochrome Quarterly Overage Rate: (27% Lower Than Current Rate)	$0.008
325 Tier 1 / 0 Tier 2 / 325 Tier 3 Color Prints Per Month	INCLUDED
Tier 1/Tier 2/Tier 3 Color Quarterly Overage Rate: (Up To 71% Lower Than Current Rate)	$0.019/$0.039/$0.059
Egold Fax (Digital Fax) 250 Pages Per Month- Overages- $0.10 Per Page	INCLUDED
JQ Office Agrees to Give You 16 Payments of $387.18 Totaling $6,194.88 To Make You Whole On Your Current Lease.	INCLUDED
JQ Office Agrees To Store And Return/Ship Current Two Devices Back To Leasing Company For No Additional Charge.	INCLUDED
Proposed 63 Month Investment	**$364.12/Month**
Additional Options	**Add**
Add Wifi To Either Device	$10.00/Month
Add An Extra Drawer To Either Device	$10.00/Month

Order Form
JQ Office
3350 North 90TH Street
Omaha, NE 68134

Date: 7/15/2026

Company Name: City of Fort Calhoun City Hall
Name: Katie Knight
Address: 110 South 14th Street
City: Fort Calhoun **State:** NE **Zip:** 68023
Phone: 402-468-5303
Website:

Primary/Key Operator Contact
Name: Katie Knight
E-Mail treasurer@fortcalhoun.org
Phone: 402-468-5303
AP Contact: Katie Knight
Name:
Phone:
Email:

Sales Representative: Torrence Watson
Order Type: lease
PO Number:

Item	Description	Qty	Unit Price	Amount
M3145IDN	47 PPM A4 B&W MFP (3 in 1: P/C/S)	1		$ -
ESTUDIO 3025AC	30 PPM Color MFP	1		$ -
STAND5015	COPIER STAND	1		$ -
MR4010	DOCUMENT FEEDER, DUAL SCAN	1		$ -
MJ1048	50-SHEET INNER FINISHER (FITS UP TO 45 PPM	1		$ -
Egold Fax	Digital Fax Solution 250PPM overage: $0.10/Page			$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -

63	**lease**	**$364.12**

THANK YOU FOR THIS OPPORTUNITY!

Net Terms:

Subtotal before tax: $ -

SPECIAL INSTRUCTIONS

JQ Office Agrees to remove current two Sharp devices and return/ship euipment back to leasing company free of charge. JQ Office will give you a total of $6,194.88 (16 Payments of $387.18) to apply towards what remains on your current lease.

The JQ Office Executive Terms and Conditions are an integral part of this agreement. The client has read and understands both this agreement and Terms and conditions found on the reverse side of this page and acknowledges such by the signature below.

Client Signature: **Date:** **JQ Office Acknowledgement** **Date:**

X

Rev 12/03/24

TERMS AND CONDITIONS

1. ACCEPTANCE: Seller agrees to sell to you and you agree to buy from Seller the equipment described on the reverse side under "Brand/Model" (the Equipment") in accordance with the following terms and conditions. You agree to comply with and perform all of the terms and conditions included in this agreement and in any invoices that Seller may deliver to you under this Agreement, which together are a complex statement of the parties' agreement regarding the Equipment (the "Agreement"). This Agreement is a binding contract for purchase of the Equipment and you understand, acknowledge and agree that once the order is placed for the equipment set forth on the reverse, such order becomes non-cancellable and customer is responsible for the purchase and payment of the equipment within 30 days of the delivery, or tender of delivery, of the equipment to the customer. In the event customer elects to finance such purchase through the form of a finance lease or other financing prior to the expiration of such 30 day period, including but not limited to the execution of lease or financing documents, accepting delivery of equipment, etc.

2. PAYMENT: Payment is due upon receipt of products or services. Late charges of 1 ½ % per month (18% Annum) on the unpaid balance will be added if payments are not received when due.

3. SECURITY INTEREST: You hereby grant Seller a security interest in and to the Equipment, and the right to perfect such security interest, until you have paid in full the entire purchase price and the applicable charges. During the period that Seller has a security interest in the Equipment, you agree to not remove the Equipment or permit the Equipment to be removed from the location where Seller installed it without prior written consent of Seller.

4. DEFAULT: If you default in the performance of any of your obligations under this Agreement or any agreement with the Seller, Seller may (a) enforce this Agreement, (b) recover damages for the default, (c) refuse to perform any of its obligations to you under this or any other agreement, and (d) exercise any other remedy available by law. If Seller refers this Agreement to an attorney for collection or to enforce the performance of your obligations, you agree to pay Seller's reasonable attorney's fees, whether or not suit be brought and actual court and other costs. You agree that any delay or failure by Seller to enforce its rights under this Agreement does not prevent Seller from enforcing any rights at a later time. No remedy set out in this paragraph is intended to be exclusive, each shall be cumulative but only to the extent necessary for Seller to recover from you those monies for which you are liable.

5. MISCELLANEOUS: You shall not assign any of your rights or obligations under this Agreement without the prior written permission of Seller. Seller may assign its rights and obligations under this agreement without obtaining your permission. This agreement shall insure to the benefit of and be binding upon the successors and permitted assigns of the parties. This Agreement, together with any invoice that Seller sends to you, shall constitute the entire Agreement of the parties with respect to its subject matter. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties. You represent that you are purchasing the Equipment for the business purposes only and not for individual, family or household purposes.

6. WARRANTY/LIMITATIONS OF LIABILITY: Seller warrants that the Equipment will be free from material defects, as determined by Seller, for a period of 30 days, which commences upon the date that the Equipment is installed and available for your use (the "Warranty"). If Seller determines that your Equipment is materially defective during the duration of this warranty, seller will repair the Equipment at its own expense. This is you only remedy under the Warranty, If Seller replaces used parts with new parts; Seller shall become the owner of the used parts. The Warranty does not cover defects caused by natural disasters, labor disturbances, unavailability of parts, environmental conditions, defective repairs performed by non-Seller personnel, the misuse by or the negligent or intentional acts of you or your owners, officers, directors, employees or other agents, or third parties, or other circumstances beyond sellers control. Consumable items are not covered under the terms of this Warranty. Seller will not make repairs or replace parts if it is impractical to do so because of (a) the existence of safety hazards not caused by Seller, as otherwise specified in this agreement, seller expressly disclaims any and all warranties, expressed or implied, statutory or otherwise related to the equipment, including without limitations the warranty of merchantability or fitness for a particular purpose, you agree that Seller will not be responsible to pay to you any consequential, incidental, special, exemplary or punitive damages for any default by Seller under this agreement.

7. CLAIMS: All claims regarding shipments and receipt of goods must be made within 30 days of delivery.

8. THIRD PARTY SOFTWARE: The Equipment may be designed to operate in conjunction with certain third party software ("Third Party Software"). Any Third Party Software that Seller provides to you together with the Equipment is not owned by Seller. Your terms and conditions of use for any Third Party Software are set forth in the end user license agreement from the third party, which are delivered with the Third Party Software (the "License Agreement"). You will not copy, use, disclose or transfer the Third Party Software except as permitted by the License Agreement. All third party software is made available on an "as is" basis and without any warranty or indemnity of any kind. Seller makes no warranties, expressed or implied, whether by status or otherwise, related to the third party software. Including but not limited to non-infringement of third party rights, title, integration, accuracy, security, availability, quality, merchantability or fitness for a particular purpose. By using the Third Party Software, you are knowingly and voluntarily assuming all risk of loss or damage in connection with the Third Party Software. Under no circumstances will Seller be liable to you, or any other person, for any loss of use, revenue or profit; lost or damaged data; downtime; any other commercial or economic loss; or any direct, indirect, incidental, special, statutory, punitive, exemplary or consequential damages whatsoever related to your use or reliance upon the Third Party Software. This limitation shall apply even in the event of a breach of a material term of this agreement.

9. RETURNS: No goods may be returned without Sellers prior written consent. A) Only unused consumable goods for which written return authorization is requested within 30 days of invoice date shall be considered for return. B) On authorized returns, customer agrees to pay a restocking charge equivalent to 30% of the purchase price. C) Merchandise returned without written authorization may not be accepted at the receiving dock, and is the sole responsibility of the customer. D) All non- saleable merchandise (that has been opened or partially used) will be deducted from any credit amount due customer.

10. GOVERNING LAW: This Agreement, as amended, shall be governed by and construed in accordance with the laws of the State of Nebraska, without giving effect to legal action arising out of this Agreement shall be in Douglas County, NE.

Rev 12/03/24

COST PER IMAGE AGREEMENT

AGREEMENT NO:

CUSTOMER ("YOU" OR "YOUR")

FULL LEGAL NAME: **Fort Calhoun, City of**

ADDRESS: **110 South 14th Street** **Fort Calhoun** **NE** **68023**

EQUIPMENT AND PAYMENT TERMS ☐ SEE ATTACHED SCHEDULE

TYPE, MAKE, MODEL NUMBER, SERIAL NUMBER, AND INCLUDED ACCESSORIES	Qty	NOT FINANCED UNDER THIS AGREEMENT	BEGINNING METER READING B & W	SIMPLE COLOR	BUSINESS COLOR	CREATIVE COLOR
Kyocera Kyocera ECOSYS M3145idn	**1**	☐				
Toshiba TOSHIBA ESTUDIO3025AC	**1**	☐				
		☐				
		☐				
		☐				
		☐				
		☐				
		☐				
		☐				
		☐				

CONSOLIDATED MONTHLY IMAGE ALLOWANCES: **B&W:** **700** **SIMPLE COLOR:** **325** **BUSINESS COLOR:** **O** **CREATIVE COLOR:** **325**

CONSOLIDATED EXCESS PER IMAGE CHARGES*: **B&W:** **0.008** **SIMPLE COLOR:** **0.019** **BUSINESS COLOR:** **0.039** **CREATIVE COLOR:** **0.059**

EQUIPMENT LOCATION: **As Stated Above** METER FREQUENCY: **Quarterly**

TERM IN MONTHS **63** TOTAL MONTHLY BASE PAYMENT AMOUNT*: **$364.12** (*PLUS TAX)

SECURITY DEPOSIT:

CONNECTIVITY ASSURANCE

Customer's initials to Elect:_____
If elected, you have decided to include amounts for Remote Connectivity Assistance for networked device functionality (the "Monthly Connectivity Assistance Payment Payment") into your Total Monthly Base Payment Amount above. You will have ____ Remote Connectivity Assistance calls per year, and your Monthly Connectivity Assistance Payment will be calculated by multiplying the number of your annual Remote Connectivity Assistance calls by ten (10). Therefore, your Monthly Connectivity Assistance Payment is _____. We may invoice you for the amounts payable under this Agreement, along with the Monthly Connectivity Assistance Payment, on one invoice.

Customer's initials to Decline:_____
If declined, you have decided NOT to include amounts for Remote Connectivity Assistance into your Total Monthly Base Payment Amount above.

CONTRACT

THIS AGREEMENT IS NON-CANCELABLE AND IRREVOCABLE. IT CANNOT BE TERMINATED. PLEASE READ CAREFULLY BEFORE SIGNING. YOU AGREE THAT THIS AGREEMENT AND ANY CLAIM RELATED TO THIS AGREEMENT SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE IN WHICH OUR (OR, IF WE ASSIGN THIS AGREEMENT, OUR ASSIGNEE'S) PRINCIPAL PLACE OF BUSINESS IS LOCATED AND ANY DISPUTE CONCERNING THIS AGREEMENT WILL BE ADJUDICATED IN A FEDERAL OR STATE COURT IN SUCH STATE. YOU HEREBY CONSENT TO PERSONAL JURISDICTION AND VENUE IN SUCH COURTS AND WAIVE TRANSFER OF VENUE. EACH PARTY WAIVES ANY RIGHT TO A JURY TRIAL.

CUSTOMER'S AUTHORIZED SIGNATURE

BY SIGNING THIS PAGE, YOU REPRESENT TO US THAT YOU HAVE RECEIVED AND READ THE ADDITIONAL TERMS AND CONDITIONS APPEARING ON THE SECOND PAGE OF THIS TWO-PAGE AGREEMENT. THIS AGREEMENT IS BINDING UPON OUR ACCEPTANCE HEREOF.

(As Stated Above) X

CUSTOMER | SIGNATURE | PRINT NAME & TITLE | DATE

OWNER ("WE", "US", "OUR")

J. Q. Office Equipment of Omaha

OWNER | SIGNATURE | PRINT NAME & TITLE | DATE

3350 N 90th Street Omaha, NE 68134-4710

UNCONDITIONAL GUARANTY

The undersigned, jointly and severally if more than one, unconditionally guarantee(s) that the Customer will timely perform all obligations under the Agreement. The undersigned also waive(s) any notification if the Customer is in default and consent(s) to any extensions or modifications granted to the Customer. In the event of default, the undersigned will immediately pay all sums due under the terms of the Agreement without requiring us or our assignee to proceed against Customer or any other party or exercise any rights in the Equipment. The undersigned, as to this guaranty, agree(s) to the designated forum and consent(s) to personal jurisdiction, venue, and choice of law as stated in the Agreement, agree(s) to pay all costs and expenses, including attorney fees, incurred by us or our assignee related to this guaranty and the Agreement, waive(s) a jury trial and transfer of venue, and authorize(s) obtaining credit reports.

SIGNATURE: X INDIVIDUAL: DATE:

SIGNATURE: X INDIVIDUAL: DATE:

ADDITIONAL TERMS AND CONDITIONS

AGREEMENT. You want us to now provide you the equipment and/or software referenced herein, excluding equipment marked as not financed under this Agreement ("Equipment") and you unconditionally agree to pay us the amounts payable under the terms of this agreement ("Agreement") each period by the due date. This Agreement is binding upon our acceptance hereof and will begin on the date the Equipment is delivered to you or any later date we designate. If we designate a later commencement date, you agree to pay us an additional amount equal to the periodic payments due under this Agreement prorated for the period between the date the Equipment is delivered to you and the commencement date. We may charge you a one-time origination fee of $125.00. If we do not receive by the due date, at the remittance address indicated on your invoice, any amount payable to us, you will pay a late charge equal to: 1) the greater of ten (10) cents for each dollar overdue or twenty-six dollars ($26.00); or 2) the highest lawful charge, if less.

NET AGREEMENT. THIS AGREEMENT IS NON-CANCELABLE FOR THE ENTIRE AGREEMENT TERM. YOU AGREE THAT YOU ARE UNCONDITIONALLY OBLIGATED TO PAY ALL AMOUNTS DUE UNDER THIS AGREEMENT FOR THE ENTIRE TERM. YOU ARE NOT ENTITLED TO REDUCE OR SET-OFF AGAINST AMOUNTS DUE UNDER THIS AGREEMENT FOR ANY REASON.

IMAGE CHARGES AND OVERAGES. You are entitled to make the total number of images shown under Image Allowance (or Total Consolidated Image Allowance, if applicable) each period during the term of this Agreement. If you make more than the allowed images in any period, you will pay us an additional amount equal to the number of the excess images made during such period multiplied by the applicable Excess Per Image Charge. Regardless of the number of images made in any period, you will never pay less than the Base Payment Amount. You agree to provide us with the actual meter readings on any business day as designated by us, provided that we may estimate the number of images used if such meter readings are not received within five days after being requested. We will adjust the estimated charge for excess images upon receipt of actual meter readings. You agree that the Base Payment Amount and the Excess Per Image Charges may be proportionately increased at any time if our estimated average page coverage is exceeded. After the end of the first year of this Agreement and not more than once each successive twelve-month period thereafter, the Base Payment Amount and the Excess Per Image Charges (and, at our election, the Base Payment Amount and Excess Per Image Charges under any subsequent agreements between you and us that incorporate the terms hereof) may be increased by a maximum of 15% of the then existing payment or charge. Images made on equipment marked as not financed under this Agreement will be included in determining your image and overage charges.

EQUIPMENT USE. You will keep the Equipment in good working order, use it for business purposes only and not modify or move it from its initial location without our consent. You agree that you will not take the Equipment out of service and have a third party pay (or provide funds to pay) the amounts due hereunder. You will comply with all laws, ordinances, regulations, requirements and rules relating to the use and operation of the Equipment.

SERVICES/SUPPLIES. If we have entered into a separate arrangement with you for maintenance, service, supplies, etc. with respect to the Equipment, payments under this Agreement may include amounts owed under that arrangement, which amounts may be invoiced as one payment for your convenience. You agree that you will look solely to us for performance under any such arrangement and for the delivery of any applicable supplies.

POSTAGE DEVICES. Postage measurement devices referenced herein which are subject to a rental agreement between you and an authorized manufacturer ("Postage Manufacturer"), are not part of the Equipment and your use and the ownership of such devices will be governed exclusively by your rental agreement with the Postage Manufacturer. You will need to reference your rental agreement with the Postage Manufacturer for the term of, and your rights and obligations under, the rental agreement. For your convenience, payments under this Agreement may include the rental amounts you owe the Postage Manufacturer under the rental agreement.

SOFTWARE/DATA. Except as provided in this paragraph, references to "Equipment" include any software referenced above or installed on the Equipment. We do not own the software and cannot transfer any interest in it to you. We are not responsible for the software or the obligations of you or the licensor under any license agreement. You are solely responsible for protecting and removing any confidential data/images stored on the Equipment prior to its return for any reason.

LIMITATION OF WARRANTIES. EXCEPT TO THE EXTENT THAT WE HAVE PROVIDED YOU A WARRANTY IN WRITING, WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU CHOSE ANY/ALL THIRD-PARTY SERVICE PROVIDERS BASED ON YOUR JUDGMENT. YOU MAY CONTACT US OR THE MANUFACTURER FOR A STATEMENT OF THE WARRANTIES, IF ANY, THAT THE MANUFACTURER IS PROVIDING. WE ASSIGN TO YOU ANY WARRANTIES GIVEN TO US.

ASSIGNMENT. You may not sell, assign, or sublease the Equipment or this Agreement without our written consent. We may sell or assign this Agreement and our rights in the Equipment, in whole or in part, to a third party without notice to you. You agree that if we do so, our assignee will have our assigned rights under this Agreement but none of our obligations and will not be subject to any claim, defense, or set-off that may be assertable against us or anyone else. Notwithstanding the foregoing, if we sell or assign this Agreement or our rights in the Equipment, we will retain our obligations under the Agreement.

LOSS OR DAMAGE. You are responsible for any damage to or loss of the Equipment. No such loss or damage will relieve you from your payment obligations hereunder. Except for claims, losses, or damages caused by our gross negligence or willful misconduct, you agree to indemnify us and our assignee, if applicable, against any claims, losses, or damages, including attorney fees, in any way relating to the Equipment or data stored on it. This indemnity will survive the expiration of this Agreement. In no event will we be liable for any consequential or indirect damages.

INSURANCE. You agree to maintain commercial general liability insurance acceptable to us. You also agree to: 1) keep the Equipment fully insured against loss at its replacement cost, with us named as loss payee; and 2) provide proof of insurance satisfactory to us no later than 30 days following the commencement of this Agreement, and thereafter upon our written request. If you fail to maintain property loss insurance satisfactory to us and/or you fail to timely provide proof of such insurance, we have the option, but not the obligation, to secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we secure insurance on the Equipment, we will not name you as an insured party, your interests may not be fully protected, and you will reimburse us the premium which may be higher than the premium you would pay if you obtained insurance, and which may result in a profit to us through an investment in reinsurance. If you are current in all of your obligations under the Agreement at the time of loss, any insurance proceeds received will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 3% per annum.

TAXES. We own the Equipment. You will pay when due, either directly or by reimbursing us, all taxes and fees relating to the Equipment and this Agreement. Sales or use tax due upfront will be payable over the term with a finance charge.

END OF TERM. At the end of the term of this Agreement (or any renewal term) (the "End Date"), this Agreement will renew for an additional one-year period under the same terms unless a) we receive written notice from you, at least 60 days prior to the End Date, of your intent to return the Equipment, and b) you timely return the Equipment to the location designated by us, at your expense. If the returned Equipment is not immediately available for use by another without need of repair, you will reimburse us for all repair costs. You cannot pay off this Agreement or return the Equipment prior to the End Date without our consent. If we consent, we may charge you, in addition to other amounts owed, an early termination fee equal to 5% of the price of the Equipment.

DEFAULT/REMEDIES. If a payment becomes 10+ days past due, or if you otherwise breach this Agreement, you will be in default, and we may require that you return the Equipment to us at your expense and pay us: 1) all past due amounts and 2) all remaining payments for the unexpired term, plus our booked residual, discounted at 3% per annum; and we may disable or repossess the Equipment and use all other legal remedies available to us. You agree to pay all costs and expenses (including reasonable attorney fees) we incur in any dispute with you related to this Agreement. You agree to pay us interest on all past due amounts at the rate of 1.5% per month, or at the highest rate allowed by applicable law, if less.

UCC. If we assign rights in this Agreement for financing purposes, you agree that this Agreement, in the hands of our assignee, is, or shall be treated as, a "Finance Lease" as that term is defined in Article 2A of the Uniform Commercial Code ("UCC"). You agree to forgo the rights and remedies provided under sections 507-522 of Article 2A of the UCC.

MISCELLANEOUS. This Agreement is the entire agreement between you and us relating to our providing and your use of the Equipment and supersedes any prior representations or agreements, including any purchase orders. Amounts payable under this Agreement may include a profit to us. The parties agree that the original hereof for enforcement and perfection purposes, and the sole "record" constituting "chattel paper" under the UCC, is either (a) the paper copy hereof bearing (i) the original or a copy of either your manual signature or an electronically applied indication of your intent to enter into this Agreement, and (ii) our original manual signature or (b) the copy of this Agreement executed by the parties and controlled by us or our assignee or custodian in accordance with the Electronic Signatures in Global and National Commerce Act or any similar state laws based on the Uniform Electronic Transactions Act and other applicable law as electronic chattel paper under the UCC. Upon execution, the parties agree to be bound to the terms hereof regardless of the medium or format in which this Agreement is maintained or controlled. If any provision of this Agreement is unenforceable, the other provisions herein shall remain in full force and effect to the fullest extent permitted by law. You authorize us to either insert or correct the Agreement number, serial numbers, model numbers, beginning date, and signature date. All other modifications to the Agreement must be in writing signed by each party.

3350 N 90th STREET • OMAHA, NE 68134

PHONE (402) 339-5003 • FAX (402) 339-5776

WWW.JQOFFICE.COM

ANNUAL SERVICE/SUPPLY MAINTENANCE AGREEMENT

Customer Name		City of Fort Calhoun City Hall			
Contact Name		Katie Knight			
Address		110 South 14th Street			
City	Fort Calhoun	**State**	NE	**Zip Code**	68023
Phone Number	402-468-5303				
E-Mail Address	treasurer@fortcalhoun.org				
EIN Or TIN Number					

Equipment Number	Make	Serial #		B/W included if not combined	Color Included if not combined	Overage Cost Per Copy B/W if not combined	Overage Cost Per Copy Color if not combined
	KyoceraKyocera ECOSYS M3145idn 1						
	ToshibaTOSHIBA ESTUDIO3025AC 1						

Combined Details	Base Charge		B/W included	Simple Color Included	Business Color Included	Creative Color Included
	$364.12		700	325	O	325
			B/W Rate	Simple Color Rate	Business Color Rate	Creative Color Rate
			0.008	0.019	0.039	0.059

OVERAGES WILL BE READ AND BILLED Quarterly

THE ADDITIONAL TERMS AND CONDITIONS ON THE REVERSE SIDE HEREOF ARE INCORPORATED IN AND MADE PART OF THIS AGREEMENT. NO ONE IS AUTHORIZED TO CHANGE, ALTER, OR AMEND THE TERMS OR CONDITIONS OF THIS AGREEMENT UNLESS AGREED TO IN WRITING BY BOTH PARTIES.

SPECIAL INSTRUCTIONS

ACCEPTED BY JQ OFFICE

Signature/Printed Name Title Date

CLIENT ACCEPTANCE

X

Signature/Printed Name Title Date

Rev 12/03/24

COPIER MAINTENANCE AGREEMENT TERMS AND CONDITIONS
(JQ Office)

GENERAL SCOPE OF COVERAGE: In consideration for the payment by Customer of the maintenance charges set forth herein, except as provided herein, JQ OFFICE ("JQ") shall provide all labor, parts and materials (except paper, staples and freight) required for the maintenance and minor repair of the equipment, set forth on the reverse side hereof, which adjustment and maintenance is caused by the Customer's normal, non-commercial use of equipment. Damage to the equipment or components arising out of misuse, negligence, neglect or causes beyond JQ's reasonable control are not covered. One annual connectivity support call may be included. This support may be provided on-site or remotely at JQ's discretion. Additional calls will be billed at $175 per hour, minimum one hour, if done on-site there is an additional $50 trip charge.

SERVICE CALLS: Service calls under this agreement will be performed during normal business hours at the installation address shown on the reverse side of this agreement. Travel and labor time for service calls after normal hours, on weekends and on holidays, if and when available, will be paid by Customer agrees to promptly notify JQ of any requests for service, by contacting the JQ Service Department. During the performance of JQ's maintenance services, Customer agrees that JQ shall have the right to generate all copies/prints/faxes necessary to properly perform its service without being required to credit Customer's account. This agreement does not include mileage on service calls for customers outside of JQ's normal service area. Service provided after the termination, expiration or nonrenewal of this agreement will be paid for by Customer on a "Per Call" basis at JQ's published rates. All service calls are billed at a one-hour minimum and 15 minute increments thereafter.

CHARGES: The initial charge for maintenance under this agreement shall be the amount set forth on the reverse side hereof. Customer agrees to pay JQ up to $175 on the due date of the first payment to cover the expense of originating the agreement and delivery of the equipment. The maintenance charge may be changed annually to the then effective JQ rates. Customer agrees to pay the total of all charges for maintenance during the initial term and any renewal term within 10 days of the due date or of the date on which JQ invoices Customer for such charges, whichever is earlier. JQ reserves the right to withhold service or supplies if any charges become past due, regardless of whether those charges are related to this agreement or the equipment covered by this agreement. Customer understands that alterations, attachments, or specification changes to the equipment may require an increase in maintenance charges and agrees to pay such charges promptly when due. JQ reserves the right to charge a process/handling fee. Labor for the installation of memory upgrades or other upgrades and enhancements, or parts and supplies not provided by JQ, are not covered by this agreement and will be installed on a "Per Call" basis at JQ's then published rates. Appropriate taxes will apply. Toner allowance is based on Manufacturers yield recommendations. Excess toners will be charged to the customer if more toner is used than what the Manufacturer yield recommendation is for amount of copies/prints billed.

METER READINGS: Customer agrees to allow meter reading software (KFS/Kyocera Fleet Services) to be installed and configured on their network. If the devices are not reporting, customer agrees to provide JQ true and accurate meter readings monthly and in any reasonable manner requested by JQ. If accurate meter readings are not provided, JQ reserves the right to estimate Customer's meter readings based upon previous meter readings and bill customer based upon such estimated or send a JQ representative to visually inspect such meter readings, in which event Customer shall also pay JQ an additional charge for such site visit.

RECONDITIONING: In the event Customer's equipment cannot be properly maintained by JQ, due to the age or condition of the equipment, to perform on a reasonably consistent and good quality basis, Customer's equipment cannot be replaced or reconditioned. When, in its sole discretion, JQ determines reconditioning is necessary to keep the equipment in good working condition, JQ will submit to customer, an estimate of the conditioning costs which will be in addition to the charge payable under this agreement. If the customer does not authorize such reconditioning, JQ may discontinue service of the equipment, terminate this agreement, and refund the unused portion of the maintenance charge, if any, or give notice of its intention not to renew this, agreement upon its expiration. Thereafter, service will be available on a "Per Call" basis at JQ's published rates.

TERM, TERMINATION, AND RENEWAL: This agreement shall become effective upon the proper execution of this agreement by Customer and JQ, and shall continue for a minimum of 63 months, or the time period specified on the reverse side hereof, or shall continue until Customer has generated the maximum number of copies/prints/faxes shown on the reverse side, whichever occurs first. The agreement shall automatically renew for successive similar periods or number of copies/prints/faxes unless written notice is received by the non-terminating party 30 days prior to the expiration date, as extended, or approximately 30 days prior to the expected generation of the maximum number of copies/prints/faxes, as extended. JQ reserves the right to modify the maximum number of copies/prints/faxes in any renewal in a good faith attempt to approximate the number of copies/prints/faxes Customer would generate during the covered period. Notice of the election not to renew this agreement, shall be sent, by the termination party to the non-terminating party, by JQ's regular address (If Customer is terminating party). Notwithstanding anything to the contrary, JQ may terminate this agreement at any time in the event (a) the equipment is modified, damaged, altered, serviced by personnel other than those employed by JQ, or if parts, supplies, accessories or components not authorized by JQ are fitted to or used in the equipment; or (b) if the Customer uses supplies other than JQ supplies and such supplies are defective or not acceptable for use in JQ equipment and cause abnormally frequent service calls or service problems. If there is a change to more than 10% of your original number of units, your CPC will be adjusted to the current JQ cost per page for the new mix of models. All other terms of the contract will remain in effect.

BREACH OR DEFAULT: If the customer does not pay all charges, billed under the terms of this agreement, promptly, when due, or in the event of a breach of any of the other terms of this agreement, JQ may (a) refuse to service the equipment until remittance is made (b) provide service on "Per Call" basis rates, (c) require C.O.D. payment in full at the time of service at JQ's "Per Call" basis rates, and (d) take any and all other actions as provided by law. Such remedies shall be cumulative, and the waiver of any one breach by Customer shall not be deemed a waiver of any other or subsequent breach.

PRORATION AND TRANSFERS: If the covered equipment is upgraded with equipment purchased from JQ, any unused portion of a paid agreement may be prorated and applied toward a service program for the new equipment. This agreement may not be assigned by the Customer without JQ prior written consent. Customer specifically agrees that this agreement shall not terminate upon Customer's election to sell, transfer or remove from service any equipment covered by this agreement, unless JQ agrees, in writing, to terminate this agreement prior to such sale, transfer or removal from service.

INSURANCE: During the term of this agreement, Customer will keep the equipment insured against all risks of loss or damage in an amount not less than the replacement cost of the equipment, without deductible, and without co-insurance. Customer shall also obtain and maintain for the term of this agreement, comprehensive public liability insurance covering both personal injury and property damage of at least $100,000 per person and $300,000 per occurrence for bodily injury and $50,000 for property damage. JQ shall be the sole named loss payee on the property insurance and shall be named as an insured on the public liability insurance. Customer will pay all premiums for such insurance and shall deliver proof of insurance coverage satisfactory to JQ. If Customer does not provide such insurance, Customer agrees that JQ has the right, but not the obligation, to obtain such insurance, and add an insurance fee to the amount due, on which JQ makes profit.

MISCELLANEOUS: JQ expressly disclaims any duty as an insurer of the equipment, herein and Customer shall pay for all costs or repair and parts or replacement of the equipment made necessary by any casualty, theft, or negligent act of Customer or Customer's Agents. Customer agrees to provide reasonable space and proper and sufficient electrical power as specified or required for each machine. JQ technicians must be able to access the machine from all sides. Equipment relocation by JQ is not covered under this agreement. If the client relocates device(s) without JQ's involvement, any damage done during the move is not covered under this agreement and will be billed at current published rates. Up to, and not limited to, all parts, labor and travel to repair the equipment to an operational condition. This agreement represents the entire agreement between the parties and supersedes all prior oral and written proposals and communications. Customer shall pay all JQ costs and expenses (included, but not limited to legal fees and costs) incurred in the collection of any amount due to JQ or incurred in the enforcement of JQ rights and remedies under this agreement, whether or not legal action is instituted. In the event any amounts required to be paid by Customer under this agreement are not paid when due, JQ may assess and collect a finance charge equivalent to 1.5% per month on all outstanding amounts. This agreement shall be governed by and construed according to the laws of the State of Iowa, and the jurisdiction and venue for any legal action shall be in the City of Omaha, NE and County of Douglas. JQ reserves the right to provide compatible parts and supplies for printer fleet.

Rev 12/03/24

Network Analysis

Please complete this form as accurately as possible. The way this form is filled out, determines what your service plan includes. Deviations from this form may result in a chargeable service call.

Customer information & Requested Services

Customer: City of Fort Calhoun City Hall
Address: 110 South 14th Street
City: Fort Calhoun State: NE Zip: 68023

IT Administrator:

IT Administrator Phone #:

IT Administrator Email:

Scan to Email Configuration: SMTP Host / Port/ Authentication / SSL or StarTTLS

IP Address for copier (if known):
Subnet Mask for copier (if known):
Gateway Address (if known):
Sender address for copier to use:

TO BE COMPLETED BY THE SALES REP

Sales rep: Torrence Watson

Requested Services: (check all that apply)

- X Standard network TCP/IP print connection:
- X Install scan to email
- X Install scan to SMB (Network Folder)
  - Desktop Server
  - Number of computers for install
  - (Requires admin login to complete)
- Fax from PC
- Fax Forward
- Install Job Accounting
- Other: please use space below

Customer Network Information

Desktop Computing Environment

- Windows 10/11
- Apple/Mac

Other (please explain)

Connection Type

- Cabled Network Connection
- USB
- Wireless Network Connection

Applications to print from: Please list below

Version	Application	Version	Application

Rev 12/03/24

Scope of Work Agreement

JQ Office intends to provide our customers with the highest achievable quality products and services available during the execution of your connected product installation. This "Scope of Work Agreement" provides a complete explanation of the project and details all of the items to be completed by each party. **JQ Office** is not responsible for PC/Server configuration, maintenance, power supply or troubleshooting issues unless directly related to the installation of your printer.

Client Responsibilities:

Fill out and return the **JQ Office Network Analysis Survey** to your sales representative
Provide a tested network port near the MFP Copier / Printer
Provide a tested patch cable to reach from network port to the MFP, or a Printer Cable for a standalone installation
Ensure that an IT staff member or equivalent will be available during the entire installation process
(**JQ Office Technicians** are not allowed to touch a customer's server or workstation)
Provide proper power & phone line (if applicable)
Have workstations in good working order for install
Install all updates and service packs to computers
Provide workstations that meet or exceeds minimum operating requirements of purchased software drivers
If you have a 3rd party email server or FTP and are getting one of these features installed. It is your responsibility to have necessary ports open by date of install with your hosting provider
Print Audit Onsite/FM Agent requires Microsoft Net vs. 2.0 with all service packs and hot fixes installed. Jet 4.0 and MDAC
NOT COVERED UNDER JQ OFFICE. MAINTENANCE AGREEMENT:

1. Changing of Network Configuration or OS
2. Changing of Protocol Configuration
3. Additional Client Installs
4. Customer Deletion of Software /Drivers
5. Loss of Provided Software Media & User Guides
6. Equipment Repairs Necessitated by Improper Power (i.e. customer reloads or changing OS on the workstation)

JQ OFFICE RESPONSIBILITIES:

Your equipment will be setup and pretested before delivery to your location unless requested otherwise.
Your equipment will be delivered and setup to the location of your choosing and retested to verify system integrity.
Connect the Copier/Printer to the network port with the provided patch cable.
Configure the Copier/Printer for the appropriate network or PC environments.
Train (1) client power user/staff member on server setup and configuration
Train (1) client power user/staff member on workstation printer setup and configurations.
Train (1) client power user/staff member on the use of the print driver in a "Train-the-Trainer" format.
Generate a server and workstation printer test pages.

Analyze your **JQ Office** Network Analysis response and explain any possible limitations and/or configuration recommendations.

JQ Office agrees that information viewed is CONFIDENTIAL and may not be disclosed without consent unless ordered by law.

Confirm completed installation with a customer signed "Customer Confirmation of Connectivity Form"
Installation includes connections to a maximum of 5 workstations. Additional workstations will be billed at $40.00 per 5 PCs workstations

Zero annual connectivity support call is included. This support may be provided on-site or remotely at JQ's discretion. Additional calls will be billed at $175 per hour.

JQ OFFICE PRINTING, SCANNING, AND SOFTWARE SUPPORT:

JQ Office wants to ensure that your new printing environment exceeds your expectations. Your **JQ Office** installation entitles you the remainder of your initial "Connectivity Block of Time" up to 90 days of unconditional support from installation date of your new copier/printer, provided that your network environment has not changed as defined in your initial **JQ Office Network Analysis Survey.** Simply call our dispatch center whenever you have a connectivity problem that you cannot resolve. If your connectivity issue is not ultimately related to the equipment, **JQ Office** will provide a recommendation outlining possible courses of action for your IS staff. If connectivity of the equipment is a top priority in your organization additional "Connectivity Block of Time" ,may be purchased separately in yearly increments providing you with continuous :Connectivity Support." Additional work outside the scope of this agreement may be provided on a time and materials basis at **JQ Office's** discretion and at current rates.

You only receive the connected install and support if the above form is completed.

CUSTOMER ACCEPTANCE OF SCOPE OF WORK AGREEMENT

Name /Title:

Client Name: City of Fort Calhoun City Hall

Signature: X

Rev 12/03/24

EQUIPMENT REMOVAL/BUYOUT AUTHORIZATION

Customer Name: City of Fort Calhoun City Hall
Contact Name: Katie Knight Phone: 402-468-5303

Locate # if any	Make	Model	Serial Number	End Meters	Lease Due Date
	Sharp	BP-70C31			
	Sharp	MX-C304WH			

Equipment Options (Initial appropriate option)

X ***JQ Office to Remove / Store Equipment:***

This Authorization will confirm that you desire to have JQ Office pick-up and remove the above listed equipment currently on lease with the below listed party ("payee") until the term of the lease.

_____ ***Equipment to Remain at Customer's Location:***

This Release will confirm that you desire to have the above listed equipment currently rented by you from the below listed party ("payee") to remain in your possession during the term of the lease. By signing below, you confirm that any obligation for storage, under your rental agreement, shall remain your sole responsibility.

Buyout Options (Initial appropriate option)

_____ ***Equipment Owned by Customer***

You have good, valid, and marketable title to such equipment and have satisfied all payment and other obligations relating to such equipment which may be owing to any third party under any applicable lease, financing, sale or other agreements and by this Authorization, you transfer title and ownership to JQ Office to the equipment, free and clear of any and all liens and encumbrances of any nature. JQ Office does not assume any obligation, payment or otherwise, under any lease, financing, sale or other agreements relating to the equipment.

_____ ***Equipment Leased by Customer with JQ Office as the Original Vendor and Provider of Upgrade / JQ Office In-House Lease***

If you are entering into a new rental with JQ Office in connection with the upgrade of currently rented equipment, JQ Office agrees that following acceptance, the new rental will terminate the existing rental with respect to any upgraded equipment. Should you not enter into a new rental/lease with JQ Office, any obligation, payment or otherwise, under your rental agreement, shall remain your sole responsibility.

X ***Equipment Leased by Third Party***

JQ Office agrees to pay customer as per payment schedule below. At the end of the lease, JQ Office can prep and return the equipment per the leasing company's specifications. Shipping instructions are to be obtained by the customer no less than 60 days prior to agreement expiration; and all shipping costs are the customer's responsibility. JQ Office can assist in getting the lowest possible shipping bid. The customer is responsible for any additional costs in the return of the equipment.

X ***Special Circumstances – Explanation***

JQ Office Agrees to remove current two Sharp devices and return/ship euipment back to leasing company free of charge. JQ Office will give you a total of $6,194.88 (16 Payments of $387.18) to apply towards what remains on your current lease.

Payee Name: _____

Lease / Agreement Number: _____

By signing the below, you confirm that (1) JQ Office may rely on this request, and (2) the request shall be governed by this Authorization. Additionally, you release JQ Office from any and all claims, liabilities, costs, expenses, and fees arising from or relating to any breach of your representations or obligations in this Authorization or of any obligation owing by you to any third party in respect of all equipment identified in this request.

CLIENT:	City of Fort Calhoun City Hall	JQ OFFICE:	
PRINTED NAME:		PRINTED NAME:	
SIGNATURE:		SIGNATURE:	
TITLE:		TITLE:	
DATE:		DATE:	

Rev 5/16/18

CITY OF FORT CALHOUN, NEBRASKA
RESOLUTION NO. 2026-8

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FORT CALHOUN, NEBRASKA, ADOPTING THE ECONOMIC DEVELOPMENT PLAN.

RECITALS

A. The Local Option Revenue Act, codified at NEB. REV. STAT. §§ 77-27,142 et seq. (the "Revenue Act") authorizes certain cities to impose a sales and use tax within such city after approval by a majority of qualified voters.

B. On August 15, 2016, the City adopted Resolution No. 2016-6, which placed the question of whether a sales and use tax of one and one-half percent (1.5%) should be imposed within the City on the local November 2016 general election ballot.

C. On November 8, 2016, a majority of the qualified electors of the City voted in favor of the 1.5% sales and use tax, authorizing the imposition of the sales and use tax pursuant to the Revenue Act.

D. The Local Option Municipal Economic Development Act, codified at NEB. REV. STAT. §§ 18-2701 et seq. ("LB 840") authorizes the City, upon approval by qualified electors, to appropriate local sales and use tax for economic development purposes.

E. The City of Fort Calhoun, Nebraska ("City") prepared an Economic Development Plan ("Plan") pursuant to LB 840, designed to implement the City's Economic Development Program ("Program"). The Plan is attached to this Resolution and incorporated herein by this reference and a copy has been filed with the City Clerk, who shall make it available for public review at City Hall during regular business hours.

F. The Plan contemplates the appropriation of an amount not to exceed four-tenths of one percent (0.4%) of the City's existing sales and use tax imposition for Plan funding, which is anticipated to begin on April 1, 2027, following voter approval.

G. After appropriate notice of public hearing was provided, the City Council held a public hearing on August 17, 2026, relating to the question of whether the Plan should be adopted and approved by the City. All interested parties were afforded a reasonable opportunity at such public hearing to express their views respecting the submitted question.

NOW THEREFORE, it is found by the City Council of the City of Fort Calhoun, Nebraska, in accordance with LB 840, as follows:

1. The Economic Development Plan, implementing the Economic Development Program, which provides for the appropriation of four-tenths of one percent (0.4%) annually of the currently imposed sales and use tax is hereby adopted by the City.

2. At the November 3, 2026 election, the ballot will include the opportunity for the qualified electors of the city to vote to approve or reject the appropriation of the sales and use tax for the Program and adopt the Plan for the City.

3. The following Proposition in the form shown below shall be submitted to the qualified electors of the City for their approval or disapproval at the election:

Proposition No. 1:

Shall the City of Fort Calhoun adopt the Economic Development Plan as described below by appropriating annually from the local sources of revenue approximately $55,000 per fiscal year for a period of 12 years, if Proposition No. 1 passes:

_____ Yes (For adopting the Plan)

_____ No (Against adopting Plan)

Description of the Economic Development Plan: The Economic Development Plan, which implements the Program, as amended and adopted by the City Council, is summarized as follows:

a. Plan Goals. The goal of the Plan is to generate additional quality employment opportunities in the City, grow and retain the local tax base, recruit new businesses and residents, retain existing businesses, revitalize the downtown central business district and assist in housing development.

b. Eligible Activities. Activities included in the Plan are direct loans or grants to qualifying businesses for fixed assets and/or working capital, loan guaranties for qualifying businesses, grants for public works improvements and job training, real estate purchases and options, issuance of bonds, the cost of implementing the program, grants or loans for construction or rehabilitation for sale or lease housing for persons of low to moderate income or as part of workforce housing plan, business recruitment activities, and site preparation and development.

c. Qualifying Businesses. Qualifying businesses include any corporation, partnership, or sole proprietorship regardless of its principal source of income.

d. Plan Duration. The Plan shall extend until November 3, 2042.

e. Collection Duration. The collection of funds for utilization by the Plan shall be permitted from April 1, 2027, until March 31, 2039.

f. Source of Funds. The source of the Economic Development Funds shall be the 1.5% City sales and use tax previously approved by voters in November of 2016. The City may issue bonds pursuant to the Local Option Municipal Economic Development Act.

g. Amount Collected. The estimated total amount to be collected from local sources of revenue is approximately $550,000 over the 10-year period.

4. The electors desiring to vote in favor of or against Proposition No. 1 shall do so in the manner specified in the ballot form as provided by the County Clerk.

5. The election shall be conducted by the County Clerk at polling places established by the County Clerk in each of the City's precincts. The polls shall be open from 7:00 a.m. through 7:00 p.m. on the day of the election.

6. The foregoing notice required by law shall be published in the City Newspaper, a legal newspaper of general circulation in the City, not more than 30 days nor less than 10 days prior to the date of the election. The notice shall substantially comply with the following form:

City of Fort Calhoun
Notice of Election

Notice is given that at the general election on Tuesday, November 3, 2026, at the usual polling place in each precinct of the City, the ballot will include for the electors of the City their approval or rejection, the following proposition:

[Insert text of Proposition No. 1 from Paragraph 3 of this Resolution in the notice]

The polls will be open from 7:00 a.m. through 7:00 p.m. on the election day. Absent, disable, and confined voters' ballots may be obtained from the County Clerk in advance as provided by law. Copies of the propositions may be obtained at the office of the City Clerk.

Dated: _____, 2026.

7. The City Clerk shall cause a certified copy of this Resolution to be delivered to the County Clerk.

BE IT FURTHER RESOLVED, that pursuant to the provisions of LB 840 and in light of the foregoing findings and determinations, the Economic Development Plan implementing the Economic Development Program is hereby approved and adopted by the City Council as the governing body for the City of Fort Calhoun.

Dated this 17th day of August 2026.

CITY OF FORT CALHOUN, NEBRASKA

By: _____
Mayor

ATTEST: _____
City Clerk

4863-4511-8045, v. 1

Fort Calhoun, Nebraska

Economic Development Plan

November 3, 2026 – November 2, 2038

Mayor: Mitch Robinson

City Council: Bob Prieksat
Nick Schuler
John Kelly
Kris Richardson

City Administrator: Deb Sutherland

City Clerk: Alicia Koziol

City Treasurer: Katie Knight

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Submitted by: Washington County Gateway Development Corporation

and

The City of Fort Calhoun

Section I. General Community and Economic Development Strategies

Nebraska's voters enacted a constitutional amendment in November 1990 granting cities and villages the power to use local sources of revenue for economic or industrial projects and programs once authorized by the voters within the municipality. This authorization includes providing direct and indirect assistance to business endeavors in their communities whether for expansion of existing operations or creation of new businesses through an Economic Development Program ("Program"). In 1991, the Unicameral implemented this amendment with the passage of Legislative Bill 840, the Local Option Municipal Economic Development Act ("LB 840").

LB 840 is based on the premise that communities should use their tax dollars in ways that best meet local needs. While ongoing planning processes in many towns have identified development, job creation and increased economic opportunity as their highest priority for the future, a variety of constitutional and legislative prohibitions kept them from investing local public funds in development programs. The removal of these limitations gives municipality's greater latitude in shifting spending priorities to implement local solutions for economic growth and development.

The core of LB 840 involves the formulation of a proposed plan for local economic development (the "Plan"). The Plan forms the foundation for the collection and expenditure of local tax revenues for economic development and the provisions become the basis under which the municipality operates.

Section II. Statement of Purpose, General Intent and Proposed Goals

It is the intent of the City of Fort Calhoun to implement an Economic Development Program with the purpose and goals as follows:

- Retain and grow our local tax base
- Retain and expand our existing businesses
- Revitalize downtown central business district
- Generate additional employment opportunities
- Recruit new businesses
- Recruit and retain residents
- Assist in housing development

In addition to soliciting input for the development of this program, an effort has been made to ensure consistency with the other plans and goals of the City of Fort Calhoun. Therefore, the City of Fort Calhoun's Strategic Plan, completed in 2023, has been reviewed and taken into consideration.

The City of Fort Calhoun will always have the final vote on how the LB 840 dollars are spent. Washington County Gateway Development Corporation, with the leadership of the City of Fort Calhoun, has prepared the Plan for submission, first to the City Council, and upon Council approval, to the voters of the City of Fort Calhoun. The Legislature of the State of Nebraska has made available, through the Act, an invaluable tool to spur further economic development within the city. The city seeks, through the Plan, to strengthen its economic base and attract and retain a diverse population.

Commented [A1]: These are good general goals. However, if there are any more specific goals that woudl help gain more widespread public voter approval, they should be added here. This is just to ensure voter approval, and is not a requirement of the statute.

Commented [A2]: Duplicate provision.

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Section III. Eligible Activities

Eligible activities under the Plan may include, but shall not be limited to, the following activities:

1. Direct loans or grants to qualifying businesses for fixed assets and/or working capital; job training
2. Loan guarantees for qualifying businesses
3. Grants for public works improvements which are essential to the location or expansion of or the provision of new services by a qualifying business
4. The purchase of real estate, options for such purchase, and the renewal or extension of such options. If and when real estate is to be purchased or optioned by the City under the Program, the real estate will be identified based upon the need of a particular qualifying business or based upon potential needs of qualifying businesses not yet identified.
5. The issuance of bonds as provided for in the Local Option Municipal Economic Development Act.
6. Payments for salaries and support of city staff to implement the economic development program or the contracting of such to an outside entity.
7. Grants or loans for the construction or rehabilitation for sale or lease of housing for persons of low to moderate income, or as part of a workforce housing plan.
8. Recruitment incentives to qualified businesses.
9. Site preparation and development include demolition and infrastructure improvements to real estate purchased under this plan.

Section IV. Workforce Housing Plan

"Workforce Housing Plan" means a program to construct or rehabilitate single family housing or market rate multi-family housing which is designed to address a housing shortage that impairs the ability of the city to attract new businesses or impairs the ability of existing businesses to recruit new employees. In connection with the Workforce Housing Plan:

1. Washington County, to include the city of Fort Calhoun was prepared by Hanna:Keelan Associates with the guidance of Washington County Housing Steering Committee, in March 2021. The Housing Study found that the current housing stock in Fort Calhoun and Washington County, including both single-family and market rate multifamily housing, was deficient in numbers and quality, and that Fort Calhoun has a housing shortage. Fort Calhoun has experienced steady population growth and increasing interest from commuters, retirees, and families seeking housing near the Omaha metropolitan area with high quality of life amenities. Target Demand in Washington County, by 2026, is 525 housing units.

   To better understand local housing conditions, the City engaged JEO Consulting Group in late 2024 to conduct a focused housing review.

2. The Workforce Housing Plan is intended to include all single-family housing and market rate multi-family housing. The plan also includes housing for persons of low or moderate income under section 18-2710.01. According to this law, the city shall determine low income and moderate-income standards for the program by basing such standards upon existing federal government guidelines or standards for qualifying for any federal housing assistance program as such levels may be modified by the consideration of existing local

Commented [A3]: If there are any known categories of eligible activities at this time not included in this list, be sure to include them now. There is a question as to whether a Plan can include "catch-all" provisions and "non-exhaustive" language like this based on voter approval.

Nebraska Attorney General Opinion No. 15-001 (February 3, 2015) states that voters must approve, among other matters, a change in the activities of a Plan. In addition, Legislature has subsequently provided for amendment of a Plan without voter approval in the case of adding or removing a type of Qualifying Business (§ 18-2714), but not for adding an activity to a Plan. As a result, it is recommended that the City be creative and specific in their eligible activity language included in the Plan before the Plan is approved.

I would leave the catch-all language in the Plan as is, but I wanted to note this now. It is better to include an possible uses now when the voters approve the Plan, so you don't leave open the possibility of someone claiming later that a different use was not approved by the voters.

Commented [A4]: LB 840 provides specific limitations and requirements for the purchase of real estate, as provided in the redline. See section 18-2711(1).

Commented [A5]: Can you include a more specific reference to the Housing Study--who conducted it, when was it conducted, etc.--to avoid any confusion. If you have specific numbers for the estimated number of new housing units needed in X years to keep up with population growth, etc., I would suggest you include them here, too, but that is not necessary.

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and regional economic conditions and income levels.

3. Due to the lack of available housing within the city and Washington County, existing businesses have difficulty in recruiting new employees.

4. Construction costs, and the cost of providing infrastructure for housing (to include streets and utilities), are adversely impacting the ability to find housing for persons seeking new or rehabilitated housing in the city.

Section V. Amendments to Plan

The eligible activities described above are considered priority activities for the use of generated funds under the Local Option Municipal Economic Development Act. The City of Fort Calhoun recognizes that the attraction of a new business or industry to a community or the expansion of an existing business takes place in a very competitive marketplace, and in the creation of jobs in the area, the City retains the right to include as eligible services, those additional activities allowable by law. To stay current with Nebraska Statutes, the City of Fort Calhoun retains the right to amend the Plan when such amendment pertains to change made to the Local Option Municipal Economic Development Act or to other statutes that effect the Fort Calhoun Program. Such amendments can only be made after a public hearing and a majority vote by the Fort Calhoun City Council. All other amendments, except for changes to qualifying businesses eligible to participate in the Program, are subject to a new vote of the City's registered voters in addition to a vote by the City Council.

Section VI. Eligible/Qualifying Businesses

In municipalities with populations of 2,500 inhabitants or less, a qualifying business is any corporation, partnership, or sole proprietorship regardless of its principal source of income. *(Section 18-2709)*. Although LB 840 does not place any limitations on qualifying businesses, the City retains the right to place limitations on such qualifying businesses upon recommendation by the Citizen Advisory Review Committee established under section *18-2715.*

A qualifying business does not have to be located within the territorial boundaries of the city if the Fort Calhoun City Council determines that there is a clear economic benefit to the city, but it must be located within the City's one-mile extraterritorial jurisdiction or on land held in the name of the city. Eligible businesses may apply more than once and receive program benefits more than once.

If a qualifying business employes individuals and carries on business activities in more than one municipality in Nebraska, or will do so at any time during the first year after its application for participation in the Program, it shall only be a qualifying business if, in each such municipality, it maintains employment for the first two years after the date on which the business begins operations in the city as a participant in the Program at a level not less than its average employment level in the other municipality during the twelve months before participation in the Program.

Commented [A6]: Most amendments require voter approval in addition to approval by the city council.

Amendments that do not require voter approval include:

-An amendment to types of qualifying business eligible to participate in the Program.
-An amendment making corrective changes to comply with LB 840
-An amendment making corrective changes to comply with any other existing or future state or federal law.

See section 18-2714(3).

Commented [A7]: The City can limit the types of businesses that will constitute qualifying businesses. I don't know if you have any desire to limit the scope of your LB 840 program, but if any limitations are desired, now would be the time to state such limitations. If not, it is still recommended that the Plan reference the ability to further limit these uses in the future. This is especially true in light of LB 1059, which amended the Act to allow amendments to qualifying businesses eligible for participation upon recommendation by the Citizen Advisory Review Committee. See section 18-2714(3)(a).

Commented [A8]: This is a requirement of LB 840. See section 18-2709(3). LB 840 is not intended to incentivize the solicited relocation of a business from one municipality to another. A business may relocate as it desires, but it may not do so simply to receive assistance under a Program of a soliciting municipality.

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Section VII. Source of Funds, Length of Program, Preliminary Budget, Bonding Authority

This section describes the source of funds and a preliminary budget for the Plan. It is important to note that this budget must be developed annually and may be modified from time to time by the Fort Calhoun City Council. In the field of economic development, it is impossible to anticipate every condition or requirement. The City of Fort Calhoun should maintain the flexibility to respond to specific requirements and opportunities when necessary.

Source of Local Option Funds

Source of funds for the Plan will be a one and a half percent (1.5%) local option sales tax (currently prescriptions and groceries excluded from sales tax). Local option sales tax LB 840 revenue exceeding or in addition to the approved annual budget, not to exceed four-tenths of one percent (0.4%) of the taxable valuation of the city per year, shall be deposited into City's general fund.

Plan Duration

The Plan, if approved by Fort Calhoun registered voters and authorized by Fort Calhoun City Council, will permit the collection of local funds, as described above, from November 3, 2026 until November 2, 2038, to fund the Program.

Uncommitted funds and revenues may continue to be used for eligible activities with the Plan for an additional six-year period. Unless extended by the voters, this Plan implementing the Program shall end November 2, 2044.

Preliminary Budget

The City of Fort Calhoun shall establish an Economic Development Fund and shall contribute an amount not to exceed four-tenths of one percent (0.4%) of the taxable valuation of the city per year for the life of the program, as appropriated annually by the City Council.
The estimated amount contributed for the first year is $50,000. The annual amount for each subsequent year will vary depending on the total taxable value of the city, but for the purposes of this preliminary budget, if the annual amount is estimated to be $50,000 for each year, the total amount proposed to be directly collected from local sources over a ten-year period is estimated to be $500,000.

The annual amount of local option sales tax to be placed into this fund shall be included in the City of Fort Calhoun's budget each year and approved by the Fort Calhoun City Council. Any proceeds from the issuance of bonds to provide funds to carry out this Economic Development Program and any proceeds from land or building sales associated with this Economic Development Program shall be deposited in this fund. The City of Fort Calhoun shall not transfer or remove funds other than for the specific used outlined in this program during the life of the program.

It is anticipated that total annual expenditures will equal an amount up to the amount of funds collected each year. However, any funds not expended in the year and/or any funds returned through the revolving loan fund will be used to fund eligible activities in subsequent program years. A portion of the funds may be used for administrative and economic development operations not

Commented [A9]: LB 840 requires that the Plan include (1) "the time period within which the funds from local sources of revenue are to be collected" and (2) "the time period during which the program will be in existence." See section 18-2710(4). These revisions are meant to distinguish between when the sources are to be collected and when the plan/program itself will cease to exist, as required by LB 840.

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delegated to a specific project. It is important to note that this budget must be developed annually and may be modified from time to time by the City Council. In the field of economic development, it is impossible to anticipate every condition or requirement. The city should maintain the flexibility to respond to specific requirements and opportunities on a short-term basis.

Notwithstanding the actual amount collected by the City for the benefit of the Program, the City shall not appropriate funds derived directly from City sources of revenue in an amount in excess of the maximum permitted by Nebraska law in effect at the time of appropriation. By way of reference, the current limits as provided by section *18-2717* of LB 840 prohibit the City from appropriating funds from local sources in excess of $3,000,000 per year or the amount approved by voters at the election approving the Program or its extension. The aforementioned restrictions shall not apply to the re-appropriation of funds which were appropriated but not expended during the previous fiscal years, nor shall they apply to appropriation of funds received from other sources.

The Program shall establish a separate Economic Development Fund (the "Fund") that is not tied to, or comingled with, general funds of the City. The Fund may include: (1) funds from local sources of revenue used for the Program, (2) earnings from investments of such separate fund, (3) loan payments from outstanding projects, (4) proceeds from the sale or rental of assets purchased by the City for the Program, and (5) proceeds from the issuance or sale of revenue bonds.

Commented [A10]: The Fund is required by LB 840, section 18-2718(1).

Bond Authority

The City of Fort Calhoun may be presented with economic development opportunities which could require initial funds exceeding the single year proceeds of the local option sales tax. In order to take advantages of such opportunities the City of Fort Calhoun shall have the authority to issue bonds. Future local option sales tax receipts shall be utilized to retire these bonds. The City Council may authorize the issuance of bonds to execute the Fort Calhoun Economic Development Plan following a public hearing.

Section VIII. Administration of Economic Development Program

It is the intent of the program that the majority of the funds are used to support eligible activities and that only a minimal amount is spent on administrative costs. The administration of this program will be shared by four separate entities. The entities are as follows: City Council, Program Administrator, Application Review Committee, and the Citizens Advisory Review Committee.

City Council

1. Will have final authority on expenditure of funds in support of the economic development program.
2. Will have ultimate responsibility for the Economic Development Program.
3. May contract with an organization to act as Program Administrator and will approve the membership of the Citizen Advisory Review Committee.

Program Administrator - City Clerk of Fort Calhoun with assistance from Washington County Economic Development Executive Director

1. Will be responsible for the day-to-day operations of the program.

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2. Will assist applicants and recruit potential applicants.

3. Will serve as ex-officio, non-voting member of the Application Review Committee and the Citizen Advisory Review Committee and will provide the Citizen Advisory Review Committee with all necessary advice and information.

Application Review Committee

1. It shall consist of three (3) members appointed by the mayor and approved by the City Council.

2. Terms shall be six (6) years.

3. No appointee to the Application Review Committee may be an elected or appointed official of the City of Fort Calhoun; an employee of the City; a pending loan applicant nor an employee, agent, shareholder, or officer of a pending loan applicant for LB 840 funds.

4. All members on the Application Review Committee must have experience in the field of business, finance, or accounting; must be a registered voter of the City of Fort Calhoun.

5. Shall be responsible for reviewing all applications and making approval/denial recommendations to the City Council.

Citizens Advisory Review Committee

1. Shall consist of five (5) to ten (10) registered voters of the City who shall be appointed by the mayor, subject to approval by the City Council.

2. Is the "Watch Dog" committee and not the decision-making committee

3. At least one member of the committee shall have expertise or experience in the field of finance or accounting business.

4. No appointee to the Citizen Advisory Review Committee may be an elected or appointed official of the City of Fort Calhoun; an employee of the City; a pending loan applicant nor an employee, agent, shareholder, or officer of a pending loan applicant for LB 840 funds.

Commented [A11]: Section 18-2715 allows the committee to be appointed by the mayor, however, that section makes appointment expressly subject to approval by the governing body of the municipality.

6. Committee shall report to the City Council once every six-month period, after effective date of the ordinance, the results of their oversight, the functioning and progress of the economic development plan at a public hearing called for such purpose.

Section IX - Financial Assistance Application Process

To be considered for direct financial assistance under the Fort Calhoun Economic Development Program, an applicant must provide the following, unless waived by the Program Administrator:

1. A detailed description of the proposed project
2. A business plan, including employment and financial projections

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3. Current financial statements, financing requirements for the project, and total project costs

4. A completed "Fort Calhoun Economic Development Program Application for Financial Assistance" form submitted to the Application Review Committee and Program Administrator. (An application shall be developed within the first 3 months of the Economic Development Program and may be revised from time to time to include pertinent information. Applications will be made available at the City of Fort Calhoun office)

5. Additional information, to determine the economic viability of the proposed project(s), may be requested by the Application Review Committee.

Generally, applications will be reviewed in the order in which they are received. When an application is received that is deemed "urgent" by the Program Administrator, it may be reviewed and approved before other applications received. However, other pending applications will then be addressed in a timely manner. Application review and approval, or disapproval, will be based on project feasibility as determined by review of the applicant's application and documents, along with the potential future economic benefit to the community. Applications may be prioritized by the Program Administrator with the most cost-effective project to receive priority for the use of the funds. Before final approval, the Program Administrator will be responsible for the verification of business information provided by eligible businesses that receive a recommendation for financial assistance. Upon completion of the agreed terms and conditions of assistance between the Application Review Committee, Program Administrator, and the applicant, the project will be submitted to the City Council for review and approval. The Council will consider the overall benefits to the community in its deliberation and will provide the Program Administrator with a decision. Once approved, The Program Administrator will take the necessary action to execute agreements made. Other incentive assistance processes, using alternative requirements and documentation, may be implemented so that the requirements are more appropriate for the type and amount of the incentive. For instance, in the case where a job creation incentive could be implemented, documents such as a business plan, financial statements, and similar documentation, may not be applicable to this type or amount of incentive. In these and similar cases, alternative requirements and application forms could be developed and used for this type of incentive.

Eligible qualifying businesses may apply more than once and receive program benefits more than once if they are in good standing with previous loans. In the process of gathering information about a qualifying business, the Fort Calhoun Application Review Committee or Program Administrator may receive confidential information about the business which, if released, could cause harm to the business, or give unfair advantage to its competitors. State law authorizes cities and other public entities to maintain the confidentiality of the information it receives. Procedures will be developed by the Fort Calhoun Application Review Committee and approved by the City Council to ensure the confidentiality of business information received from applicants for financial assistance. These will include the adoption of an ordinance which makes such information confidential and punishes disclosure; a restriction on the number of people with access to files; the designation of a responsible party for their safekeeping; and requirements for personnel involved in the program review or with access to any business information to sign statements of confidentiality regarding all personal and private submittals. These procedures may be revised from time to time with City Council approval. Contracts made with qualifying businesses shall include protective measures, applicable to the project, to safeguard Fort Calhoun's investment in the project.

Confidentiality, Laws and Regulations

To ensure applicant confidentiality, the following measures will be instituted and enforced.

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1. Each member of the Citizen Advisory Review Committee and Application Review Committee (including ex-officio members) will sign a "Statement of Confidentiality".

2. Applicants' business and financial information will be available to the Citizen Advisory Review Committee and Application Review Committee during the approval/disapproval process only.

Purchase or Option to Purchase Land

If the purchase or option to purchase real estate is proposed, the following criteria will be applied:

1. The property shall be properly zoned without any excessive easements, excessive covenants or other encumbrances.

2. The property will conform to the City's or County's comprehensive plan, and

3. Selection of sites will be based upon sound economic development location criteria or specification for special projects.

Proceeds from the sale of real property purchased pursuant to the Economic Development Program shall be returned to the City's Economic Development Fund for future use.

Section X - Revolving Loan Program - Direct Financial Assistance

The plan is designed to provide direct financial assistance by funding different types of loans and loan packages for new and existing businesses with location and expansion opportunities.

A. General Guidelines

1. To become eligible to receive a loan under the Program, an eligible business must first provide loan information as required by the Program application to the Program Administrator and Application Review Committee. The Application Review Committee will make a recommendation of loan eligibility to the City Council based on the criteria provided in Section IX, above.

2. The amount of funds available for any single project shall not exceed the amount of funds available under the Economic Development Program during the project term, nor shall it provide for more than fifty percent (50%) of applicant's total project costs. Any applicant must provide participation and evidence of participation through private funding as distinguished from federal, state or local funding in the minimum of ten percent (10%) equity investment. Rights are reserved to negotiate terms and conditions of the loan with each applicant. Terms and conditions may differ substantially between applicants. Maximum amount of loan is $50,000.

3. The interest rate shall be fixed and negotiated on an individual basis; no higher than one half the rate of the lending rate for the project at a traditional banking source. The term shall not exceed ten (10) years for loans used for capital assets and five (5) years for loans involving any other asset category. Security for loans will include, but will not be limited to promissory notes, mortgages or deeds of trust, and personal and/or corporate guarantees as appropriate and may be in a subordinate position to the primary lender.

4. The loan repayment could have a three-year deferment from making payments if the borrower creates at least two and one half (2.5) new full-time (FTE) positions within twelve

Commented [A12]: To fully comply with the statute, this Section X must also include "investment strategies that the city will pursue to promote the growth of the loan fund while assuring its security and liquidity." See section 18-2711(2)(e).

Commented [A13]: Section 18-2711(2)(b) requires the plan to include "the criteria and procedures that will be used to determine the necessity and appropriateness of permitting a qualifying business to participate in the loan fund program." The reference to Section IX will make it abundantly clear what the procedures and criteria for loan application and approval are, as required by the statute.

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(12) months of the execution of the agreement. Further, the borrower must continue and keep in place the newly created full-time equivalent positions (FTE) for a period of at least thirty-six (36) months from the date of creation of the full-time equivalent positions. The newly created full-time positions must be compensated at a rate at or above the NE minimum wage.

5. If the loan is approved, a business may be approved to recapture a portion of the loan amount on a grant basis. The recaptured amount will be determined by the City Council, based upon job creation or retention and economic impact on the project to the community.

6. A loan repayment schedule providing monthly, quarterly, or annual payments will be approved in conjunction with project approval. Repayment will be held in the revolving loan fund for future projects when approved.

7. The Washington County Economic Development Director or contracted loan administrator is responsible for auditing and verifying job creation and retention and determining grant credits towards any loans made.

8. The Revolving Loan fund will be audited annually by a selected firm or certified public accountants and the Citizen's Advisory Review Committee, as necessary, to ensure that the assistance given is used in an appropriate manner and that the City is protected against fraud or deceit in the conduct or administration of the Program.

Commented [A14]: This specific requirement of methods of auditing and verification is provided in section 18-2711(2)(b).

Section XI - Process to Assure Applicable Laws and Regulations are Met

The Program Administrator will be responsible for procedures to ensure all applicable laws, regulations and requirements are met by the municipality and the qualifying businesses that receive financial assistance. These procedures will be subject to review and approval by the City Council. The Program Administrator may use the City Attorney to review all contracts, official documents, land transactions, and other official actions related to the economic development program, as well as applicable laws annually, to ensure compliance with applicable laws, regulations, and requirements. The Program Administrator may retain separate counsel, rather than using the City Attorney, for the review of any or all documents and laws, with the approval of the City Council. If there is a conflict between this plan and the ordinance that governs this plan and Nebraska State Statutes (both current and future), State Statutes will prevail.

Community Economic Development Program Ordinance

Upon approval by the voters of the community economic development program, the City Council will, within forty-five days after such approval, establish the economic development program by ordinance in conformity with the terms of such program as set out in the original enabling resolution.

4865-6319-1890, v.3

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RESOLUTION

SIGNING OF THE MUNICIPAL ANNUAL CERTIFICATION OF PROGRAM COMPLIANCE 2026

Resolution No. 2026-9

Whereas: State of Nebraska Statutes, sections 39-2115, 39-2119, 39-2120, 39-2121, and 39-2520(2), requires an annual certification of program compliance to the Nebraska Board of Public Roads Classifications and standards; and

Whereas: State of Nebraska Statute, section 39-2120 also requires that the annual certification of program compliance by each municipality shall be signed by the Mayor or Village Board Chairperson and shall include the resolution of the governing body of the municipality authorizing the signing of the certification.

Be it resolved that the Mayor ☒ Village Board Chairperson ☐ of Fort Calhoun
(Check one box) (Print name of municipality)
is hereby authorized to sign the Municipal Annual Certification of Program Compliance.

Adopted this _____ day of _____, 20____ at _____ Nebraska.
(Month)

City Council/Village Board Members

_____ _____

_____ _____

_____ _____

_____ _____

_____ _____

City Council/Village Board Member_____
Moved the adoption of said resolution
Member _____ Seconded the Motion
Roll Call: _____ Yes _____ No _____ Abstained _____ Absent
Resolution adopted, signed, and billed as adopted.

Attest:

_____
(Signature of Clerk)

Do not recreate or revise the pages of this document, as revisions and recreations will not be accepted. Failure to **return both pages of the original document** by the filing deadline (October 31, 2026) may result in the suspension of Highway Allocation funds until the documents are filed.

MUNICIPAL
ANNUAL CERTIFICATION OF PROGRAM COMPLIANCE
TO
NEBRASKA BOARD OF PUBLIC ROADS CLASSIFICATIONS AND STANDARDS
2026

In compliance with the provisions of the State of Nebraska Statutes, sections 39-2115, 39-2119, 39-2120, 39-2121, and 39-2520(2), requiring annual certification of program compliance to the Board of Public Roads Classifications and Standards, the City ☒ Village ☐ of Fort Calhoun
(Check one box) *(Print name of municipality)*
hereby certifies that it:

- ✓ has developed, adopted, and included in its public records the plans, programs, or standards required by sections 39-2115 and 39-2119;
- ✓ meets the plans, programs, or standards of design, construction, and maintenance for its highways, roads, or streets;
- ✓ expends all tax revenue for highway, road, or street purposes in accordance with approved plans, programs, or standards, including county and municipal tax revenue as well as highway-user revenue allocations;
- ✓ uses a system of revenue and costs accounting which clearly includes a comparison of receipts and expenditures for approved budgets, plans, programs, and standards;
- ✓ uses a system of budgeting which reflects uses and sources of funds in terms of plans, programs, or standards and accomplishments;
- ✓ uses an accounting system including an inventory of machinery, equipment, and supplies;
- ✓ uses an accounting system that tracks equipment operation costs;
- ✓ has included in its public records the information required under subsection (2) of section 39-2520; and
- ✓ **has included in its public records a copy of this certification and the resolution of the governing body authorizing the signing of this certification by the Mayor or Village Board Chairperson**.

_____ _____
Signature of Mayor ☐ Village Board Chairperson ☐ (Required) *(Date)*

_____ _____
Signature of City Street Superintendent (Optional) *(Date)*

Return the completed original signing resolution and annual certification of program compliance by October 31, 2026 to:

Nebraska Board of Public Roads Classifications and Standards
PO Box 94759
Lincoln NE 68509
or email to ndot.blshelp@nebraska.gov

ORDINANCE NO. 818

AN ORDINANCE OF THE CITY OF FORT CALHOUN, NEBRASKA, RELATING TO ALL-TERRAIN VEHICLES, UTILITY TYPE VEHICLES OR GOLF CAR VEHICLES; TO AMEND ARTICLE IV-BICYCLES, MOTORCYCLES, SNOWMOBILES, AND ALL-TERRAIN VEHICLES, SECTION 4-507; TO ALLOW THE OPERATION BETWEEN SUNSET AND SUNRISE WITHIN A CITY'S CORPORATE LIMITS, BUT ONLY UNDER SPECIFIC CONDITIONS; TO REPEAL CONFLICTING ORDINANCES AND SECTIONS; AND TO PROVIDE AN EFFECTIVE DATE.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF FORT CALHOUN, WASHINGTON COUNTY, NEBRASKA, AS FOLLOWS:

SECTION 1: That the following sections of the Municipal Code of the City of Fort Calhoun be and hereby are revised as follows:

CHAPTER IV – VEHICLES AND TRAFFIC
ARTICLE V – RECREATIONAL AND OFF-ROAD VEHICLES

SECTION 4-507 - ALL-TERRAIN, UTILITY-TYPE, AND GOLF CAR VEHICLES; OPERATION

A. An ATV, UTV or GCV may be operated on streets and highways within the corporate limits of the city only if the operator and the vehicle comply with the provisions of this section.

B. An ATV, UTV or GCV may be operated only between the hours of sunrise and sunset and shall not be operated at a speed in excess of 30 miles per hour, or the posted speed limit, whichever is lower. When in operation as authorized herein, the headlight and taillight of the vehicle shall be on and it shall be equipped with a bicycle safety flag which extends not less than 5 feet above ground attached to the rear of such vehicle. The bicycle safety flag shall be triangular in shape with an area of not less than 30 square inches and shall be day-glow in color.

C. Between the hours of sunset and sunrise within the corporate limits of a city or village or within an unincorporated village if:
   1. The headlight for the all-terrain vehicle or utility-type vehicle displays a white light and:
      a. For multiple beam headlights, the upper beam sufficiently illuminates any person, vehicle, or substantial object at a distance of at least one hundred feet in front of the all-terrain vehicle or utility-type vehicle, and the lowermost beam sufficiently illuminates any person, vehicle, or substantial object at a distance of at least fifty feet in front of the all-terrain vehicle or utility-type vehicle; and
      b. For single beam headlights, the headlight sufficiently illuminates any person, vehicle, or substantial object at a distance of at least one hundred feet in front of the all-terrain vehicle or utility-type vehicle, and the high intensity portion of the light does not project higher than the level of the center of the headlight; and
   2. The taillight for the all-terrain vehicle or utility-type vehicle displays a red light that is plainly visible from a distance of five hundred feet behind the all-terrain vehicle or utility-type vehicle.

D. It shall be unlawful for any person to operate, or be in actual physical control of any ATV, UTV or GCV upon the traveled portion of any public roadway within the corporate limits of the city except as specifically authorized and permitted under the terms of this ordinance.

E. Any person operating an ATV, UTV or GCV as authorized herein shall:

1. Have a valid Class O operator's license or a farm permit as provided in Neb. Rev. Stat. §60-4,126 and be 16 years of age or older;
2. Have a permit issued by the city clerk permitting operation within the corporate limits of the city;
3. Wear a helmet approved for operation of a motorcycle except:
    a. When such vehicle is being used for the purposes of snow removal, or
    b. When an ATV, UTV or GCV has operational seatbelts, in which case such seatbelts must be used;
4. Be allowed as the only user of an ATV, UTV or GCV when operating the vehicle for snow removal purposes; and
5. Show proof of liability insurance coverage for the ATV, UTV or GCV while being operated on a street or highway. The person operating the vehicle shall provide proof of such insurance coverage to any peace officer requesting such proof within five days of such a request.

F. Every ATV, UTV or GCV shall be equipped with:
    1. A brake system maintained in good operating condition;
    2. An adequate muffler system in good working condition; and
    3. A United States Forest Service-qualified spark arrester.

G. ATVs, UTVs or GCVs may be operated without complying with subsections (B) through (D) of this section on streets and highways in parades which have been authorized by the city.

H. Subject to subsection (F) of this section, the crossing of a street or highway shall be permitted by an ATV, UTV or GCV only if:
    1. The crossing is made at an angle of approximately 90° to the direction of the street or highway and at a place where no obstruction prevents a quick and safe crossing;
    2. The vehicle is brought to a complete stop before crossing the shoulder or roadway of the street or highway;
    3. The operator yields the right of way to all oncoming traffic that constitutes an immediate potential hazard; and
    4. Both the headlight and taillight of the vehicle are on when the crossing is made.

SECTION 2. Any other ordinance or section passed and approved prior to passage approval, and publication of this ordinance and in conflict with its provisions is repealed.

SECTION 3: This Ordinance shall take effect upon its reading, passage, approval, and publication or posting according to law.

Passed and approved this 17th day of August 2026.

CITY OF FORT CALHOUN, NEBRASKA

_____
Mitch Robinson, Mayor

ATTEST:

_____
Alicia Koziol, City Clerk