



September 28, 2026

***Please note: meeting will commence immediately upon adjournment of the preceeding budget hearing, which begins at 6:30 p.m.**

AGENDA

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 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**

Public Hearing:

4. **In accordance with the published notice, it is now time to conduct the public hearing relative to hearing support, opposition, criticism, suggestions, or observations relating to SETTING THE FINAL TAX REQUEST AT A DIFFERENT AMOUNT THAN THE PRIOR YEAR TAX REQUEST (LEVY)**

	<u>2025</u>	<u>2026</u>	<u>Change</u>
Operating Budget	3,377,319.00	3,118,280.01	- 8%
Property Tax Request	\$ 694,093.09	\$ 715,813.09	3%
Valuation	135,963,837	144,032,325	6%
Tax Rate	0.510498	0.496981	- 3%
Tax Rate if Prior Tax Request was at Current Valuation	0.481901		

Open: _____

- **Written Comments**

- Public Comments

5. Close: _____

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

6. Resolution 2026-11 Setting the Property Tax Request

New Business:

7. Consideration and approval of the 2026-2028 Law Enforcement Contract between Washington County and the City of Fort Calhoun

8. Approval of Mayor's recommendation of hiring Public Works & Utilities Worker: Westin Buckley

9. Approval of the City of Fort Calhoun Declaration regarding political signs

Motion for Adjournment:

10. Motion____ Second____

Time: _____

CITY OF FORT CALHOUN
COMPARATIVE VALUATIONS, LEVIES AND TAXES

	<u>2022-2023</u>	<u>2023-2024</u>	<u>2024-2025</u>	<u>2025-2026</u>	<u>2026-2027</u>
Valuation	\$ 109,805,817	\$ 120,689,383	\$ 124,311,596	\$ 135,963,837	\$ 144,032,325
Property Taxes					
General Fund	384,320	436,723	455,040	479,093	500,814
Debt Service Fund	211,500	215,000	215,000	215,000	215,000
Total Property Taxes	<u>595,820</u>	<u>651,723</u>	<u>670,040</u>	<u>694,093</u>	<u>715,813</u>
Dollar Increase(Decrease)	<u>\$50,971</u>	<u>\$55,902</u>	<u>\$18,317</u>	<u>\$24,053</u>	<u>\$21,720</u>
Percent Increase(Decrease)	<u>9.36%</u>	<u>9.38%</u>	<u>2.81%</u>	<u>3.59%</u>	<u>3.13%</u>
Tax Levies					
General Fund	\$ 0.350000	\$ 0.361857	\$ 0.366048	\$ 0.352368	\$ 0.347709
Debt Service Fund	\$ 0.192613	\$ 0.178143	\$ 0.172952	\$ 0.158130	\$ 0.149272
Total Tax Levy	<u>0.542612747</u>	<u>0.54</u>	<u>0.539</u>	<u>0.510498244</u>	<u>0.496980869</u>
Percent Increase (Decrease)	<u>-2.25%</u>	<u>-0.26%</u>	<u>-0.10%</u>	<u>-2.85%</u>	<u>-1.35%</u>
Budgeted Expenditures	<u>\$4,134,040</u>	<u>\$4,812,939</u>	<u>\$4,253,327</u>	<u>\$3,377,319</u>	<u>\$3,098,280</u>

RESOLUTION SETTING THE PROPERTY TAX REQUEST
RESOLUTION NO. 2026-11

WHEREAS, Nebraska Revised Statute 77-1632 and 77-1633 provides that the Governing Body of the City of Fort Calhoun passes by a majority vote a resolution or ordinance setting the tax request; and

WHEREAS, a special public hearing was held as required by law to hear and consider comments concerning the property tax request;

NOW, THEREFORE, the Governing Body of the City of Fort Calhoun resolves that:

- I. The 2026-2027 property tax request be set at:

General Fund: \$ 500,813.09
Bond Fund: \$ 215,000.00
2. The total assessed value of property differs from last year's total assessed value by 5.93 percent.
3. The tax rate which would levy the same amount of property taxes as last year, when multiplied by the new total assessed value of property would be 0.481901 per \$100 of assessed value.
4. The City of Fort Calhoun proposes to adopt a property tax request that will cause its tax rate to be 0.496981 per \$100 of assessed value.
5. Based on the proposed property tax request and changes in other revenue, the total operating budget of the City of Fort Calhoun will increase (or decrease) last year's budget by -7.67 percent.
6. A copy of this resolution be certified and forwarded to the County Clerk on or before October 15, 2026.

Motion by _____, seconded by _____ to adopt Resolution #2026-11.

Voting yes were:

Voting no were:

**CONTRACT TO PROVIDE LAW ENFORCEMENT SERVICES
WASHINGTON COUNTY NEBRASKA AND FORT CALHOUN NEBRASKA**

THIS AGREEMENT executed this 28th day of September 2026, between the County of Washington, State of Nebraska, hereinafter referred to as the "County" and the City of Fort Calhoun, State of Nebraska, hereinafter referred to as the "City".

WHEREAS, the City desires to contract with the County for Law Enforcement Services within it's boundaries supported by the manpower and equipment of the County Sheriff's Office; and

WHEREAS, such contracts are authorized by the Interlocal Cooperation Act, Neb. Rev. Stat. Section 13-802, ET. Seq., and,

WHEREAS, the County is willing to contract with the City to provide such services on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the County and City agree as follows:

1. The County agrees to provide Law Enforcement services within the corporate limits of the City to the extent and in the manner hereinafter set forth. Said services shall encompass duties and functions of the type coming within the jurisdiction of, and customarily rendered by the Sheriff of the County of Washington, pursuant to the statutes of this State.
2. The Sheriff shall assign one (1) deputy for duty in the City for approximately 40 hours per week. The times of said assignment shall be determined solely by the Sheriff, such assignments being contingent upon the availability of manpower and the nature of the Sheriff's duties in other parts of the County.
3. The nature of the services provided hereunder, the standards of performance, the discipline of officers, and other matters incidental to the performance of these services and the control of personnel so employed shall remain in the County. In the event of a dispute between the parties as to the extent or nature of the services to be provided hereunder, the determination made by the Sheriff shall be final and conclusive as between the parties hereto.
4. Services to be performed hereunder shall include traffic enforcement, security of business, and other services in the field of public safety as are provided by the Sheriff in unincorporated areas of the County. Such services shall include the enforcement of State Statutes and Municipal Law Enforcement Ordinances of the City. It is understood the Sheriff may enforce City Law Enforcement Ordinances or violations thereof that occur in his presence, however, there shall be no duty imposed to seek out such violators. Prosecution of City Ordinances shall be the sole responsibility of the City
5. For purposes of performing said functions, the County will furnish and supply all necessary labor, supervision, equipment, communication services and supplies necessary to maintain the level of service to be rendered hereunder. The City specifically agrees to furnish at its own expense all necessary office space, furniture and furnishings, office supplies, janitorial services, telephone, light, water, and other utilities and a current City Ordinance book, to be located within a city building for use by the deputy during each tour of duty. It is expressly understood that such quarters may be used by the Sheriff or his deputies in connection with the performance of duties in territory outside the territorial limits of the City, provided that the performance of such outside duties shall not be at any additional costs to the City. It is further agreed that where special

supplies, including stationary, notices, forms, and the like, must be issued in the name of the City, and the same shall be supplied by the City at its own cost and expense.

6. All persons assigned to duties created by this agreement shall be members of the Washington County Sheriff's Office, trained by the Sheriff and under the direction and exclusive control of the Sheriff. Compensation to persons providing services created hereunder and provisions for bonds, fringe benefits, insurance, and workman's compensation shall be the sole responsibility of the County
7. The City shall, at its own expense, provide liability insurance to indemnify itself in the event it becomes liable for the payment of a judgement based on the acts or omissions of a deputy in the enforcement of a City Ordinance or State Statute, as provided in Sec. 13-1802, R.R.S. 1943. The County, its officers, and employees, shall not be deemed to assume any liability for intentional or negligent acts of the City or any officer or employee thereof. The City, its officers and employees shall not be deemed to assume any liability for intentional or negligent acts of the County or any officer or employee thereof. The County will indemnify and hold the City harmless from any claims for causes of action resulting from the intentional or negligent acts of the County, its officers, or employees in regard to activities undertaken pursuant to this agreement.
8. (a) The City shall pay to the County as consideration for the Law Enforcement services set forth herein the sum of **\$99,006.19** per year, payable **\$8,250.51** per month. **(Said annual compensation is based on 2,080 hours of service per year at a rate of \$47.60 per hour.)** Such monthly payments shall be due and payable from the City to the County on the first business day of each month and shall be delinquent ten (10) days thereafter. If payment is not received by the County within sixty (60) days, the County may satisfy such indebtedness from any funds of the City on deposit with the County without giving further notice to the City of the County's intention to do so.

(b) The City shall pay to the County the sum of fifty dollars (\$50.00) as consideration for the use of a patrol vehicle equipped with the usual police package. Such monthly payments shall be due and payable each month and shall be delinquent ten (10) days thereafter. If payment is not received by the County within sixty (60) days, the County may satisfy such indebtedness from any funds of the City on deposit with the County without giving further notice to the City of the County's intention to do so.
9. Not later than the tenth day of each month, the Sheriff shall submit a report to the City that shows the services performed during the previous month.
10. This agreement shall become effective October 1, 2026, and shall remain in force for two (2) years thereafter. In the event the Fraternal Order of Police Lodge #36 and the Washington County Board of Supervisors negotiate a salary increase for the 2027-2028 fiscal budget year, the contract will be amended to reflect the increase upon the approval of the Fort Calhoun City Council.
11. Either party to this agreement shall have the right to terminate this agreement upon sixty- (60) day's written notice of that party's intention to terminate. Notices of Termination are to be sent to the Office of the Sheriff of Washington County, 444 So. 16th Street, Blair, NE 68008. All notices given pursuant to this section shall be sent by certified mail.

The City by resolution duly adopted by its City Council as caused this agreement to be signed by its Mayor and attested by its Clerk. The County of Washington, State of Nebraska, by order of its Board of Supervisors, has caused this agreement to be signed by the chairman of said Board, all on the date and year first above written.

DATED THIS 28th DAY OF SEPTEMBER, 2026

City of Fort Calhoun
Washington County, Nebraska

By: _____
Mitchell Robinson, Mayor

ATTEST:

Fort Calhoun City Clerk

Date: _____

Washington County Board of Supervisors

By: _____
Steve Dethlefs, Chairperson

ATTEST:

County Clerk

Date: _____

OFFICIAL NOTIFICATION

CITY OF FORT CALHOUN DECLARATION

Due to recent changes in State and County Regulations related to Political Signage, the City of Fort Calhoun wants to provide open access to political signs before the upcoming general election in November. By this Declaration, Fort Calhoun stays (temporarily stops) enforcement of Article 8: Sign Regulation Section 8.05.09 as it relates to political signs for the remainder of 2026.

my office
Mitch Robinson, Mayor
City of Fort Calhoun
_____ 2026

WITNESS my hand and seal of

this _____ day of

Date _____

Alicia Koziol, Clerk
City of Fort Calhoun

8.05.08 Other Signs Forfeited

Any sign installed or placed on public property, except in conformance with the requirements of this section, shall be forfeited to the public and subject to confiscation. In addition, to other remedies hereunder, the city shall have the right to recover from the owner or person placing such a sign the full costs of removal and disposal of such sign.

8.05.09 Signs Exempt from Regulation Under this Ordinance

The following signs shall be exempt from regulation under this ordinance, except no sign in this provision shall create an obstruction to vision, as per Section **** of this Ordinance and/or a collision hazard to the public:

- Any public notice or warning required by a valid and applicable federal, state, or local law, regulation or ordinance;
- Any religious symbol;
- Construction signs when equal to six square feet or less;
- Any sign identifying a public facility or public/civic event;
- Any sign inside a building, not attached to a window or door, that is not legible from a distance of more than three feet beyond the lot line of the zone lot or parcel on which such sign is located
- Holiday lights and decorations with no commercial message;
- Traffic control signs on private property, such as Stop, Yield, and similar signs, the face of which meets the Manual on Uniform Traffic Control Devices standards and which contain no commercial message of any sort; and
- A political sign exhibited in a residential zone in conjunction with the election of political candidates. Such signs may not exceed six square feet in any zone. Only four political signs shall be allowed per zone lot at any one time. All such political signs shall not be erected more than 30 days before the election and shall be removed no later than 10 days after the election. Political signs shall not create an obstruction within the R.O.W.