



May 19, 2025

7:00 PM

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 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)*

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 posted 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, April 21st
 - 5.b. Approval of the Treasurers Report for
 - 5.c. Approval of the Park Committee minutes on Thursday, May 1st
 - 5.d. Maintenance Report
 - 5.e. Washington County Sheriff's Statistics
6. **Consideration of items removed from the consent agenda if any**
7. **Bills presented for payment**

Presentations/guests/SDL & special requests
8. **Approval of Franchise Agreement between the City of Fort Calhoun and Windstream Nebraska, Inc**
9. **Request from Kate Hoefker to add a fuel tank to her property at 1013 Monroe Street**
10. **Request for \$1,500 in Keno funds to support the 2025 Friends of Lewis & Clark Bicentennial**

Unfinished Business
11. **City Engineer**
 - 11.a. Update on the Monroe Street Extension project
 - 11.b. Review and approve the proposal from Thiele Geotech to perform material testing services for the Monroe Street Extension project

- 11.c. Update on the Betts Circle Drainage Repairs project
12. **Discussion and approval of bid proposal from Core & Main for AMI upgrade**
New Business
13. **Approval to close a portion of 12th Street from 7:00 a.m. to 1:00 p.m. for the Morning Market Events on June 21st, July 26th, August 23rd, and September 20th**
Motion for Adjournment:
14. **Motion**____ **Second**____
Time: _____

APRIL 21, 2025 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 7:00, on Monday, April 21, 2025, 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.

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: Nick Schuler, John Kelly, and Kris Richardson. Council Member Bob Prieksat was absent.

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 the following consent agenda: *March 17, 2025, City Council minutes; Treasures Report for March; April 3, 2025 Park Committee minutes; March 31, 2025 Enhancement Committee minutes; Maintenance Report; March 2025 Washington County Sheriff's Statistics.* With members Kelly, Richardson, and Schuler voting "Aye", motion carried.

Mayor Robinson presented the April bills. Motion by Schuler second by Richardson to approve the following bills: ABE'S TRASH SERVICE, INC. - 325.75 - SER, ACCESS SYATEMS LEASING - 392.18 - SER, AFLAC - 90.36, 16.25, BOMGAARS - 282.89 - SUP, CITY OF BLAIR - 179.00 - TRNG, 3631.33 - SER, COX BUSINESS - 526.35 - UTL, CONOCO FLEET - 581.36 - FUEL, CUMMINS SALES AND SERVICE - 530.50 - SER, EFTPS - 1641.36, 383.86, 1065.33 - TAX, EMBRIS GROUP, LLC - 1262.50 - PROF, 2616.25 - PROF, EMC INSURANCE - 807.22 - AUDIT, ENTERPRISE MEDIA GROUP - 74.55 - SER, 105.45 - SER, FAMILY DOLLAR 33140 - 100.00 - EXP, GATEWAY DEVELOPMENT CORP. - 150.00 - EXP, HOWARD D. THOMPSON AGENCY - 1517.00 - INS, IDEAL PURE WATER - 26.00 - SER, JDW MIDWEST, LLC - 637.50 - SER, JEO CONSULTING GROUP, INC. - 840.00 - PROF, 2100.00 - PROF, KAMB & C ENTERPRISES - 67.93 - SER, M.U.D. - 228.98 - UTL, MUTUAL OF OMAHA - 18.00 - INS, NE DEPT OF RAV-LOTTERY TAX - 1234.00 - TAX, NE PUBLIC HEALTH ENV LAB - 278.00 - TEST, NE DEPT OF REVENUE - 436.82 - TAX, NE SALES TAX - 2812.77 - TAX, O.P.P.D. - 164.48, 3772.86 - UTL, ODEY'S INC. - 11100.00 - CAPIMP, PAPIO-MISSOURI RIVER N. R. D. - 7767.52 - UTL, 1172.98 - UTL, 7176.57 - UTL, 1342.46 - UTL, POSTMASTER - 210.00 - EXP, 350.00 - EXP, TALBOT LAW OFFICE - 927.50 - PROF, THE AMERICAN FUNDS GROUP - 1372.22 - BENE, VERIZON WIRELESS - 133.82 - EXP, VISA - 1106.69 - EXP, WASHINGTON CO COMMUNITY FOUNDATION - 5000.00 - EXP, WASHINGTON COUNTY TREASURER - 1248.13 - TAX, 680.00 - TAX, YOUNG & WHITE LAW OFFICES - 1563.90 - PROF, Total - 69,550.20; with Schuler, Kelly, and Richardson voting "Aye", motion carried.

Ken Mar & Lee Cordell with Habitat for Humanity to discuss Rock the Block in Fort Calhoun on Saturday, April 26th. The event will kick off at Cherry Hill. This is the second time doing this in Fort Calhoun with 16 projects in 2023. WCB, WCCF, Cargill, MCHHS are sponsoring this year. Volunteers are always needed.

The bid proposal from Core & Main for AMI upgrade for \$108,448.75 was discussed and possible approval was tabled for next month.

Lucas Billesbach gave an update on the West Monroe Paving District project. Tree clearing is complete. Utility locates by OPPD has been delayed a little due to storms. Contractor still plans to begin work early June.

Member Schuler made a motion seconded by member Kelly to approve the award recommendation of M's Contracting bid for \$66,352.72 for the Bett's Circle Drainage Repairs project. Four bids were received and one opened below cost estimate but the contractor was not on the bid list. The language in the bid invitation states that bid documents need to be obtained from Embris. Lucas recommends rejecting the low bid and awarding second lowest to preserve integrity of bid process. With members Richardson, Schuler, and Kelly voting "Aye", motion carried.

Resolution 2025-2 – Traffic Control - Remove Stop Sign was introduced. Mayor Robinson said that he received a request to remove the stop sign on Clay Street. Council discussed it and the public commented. Died due to lack of motion.

Member Kelly made a motion seconded by member Schuler to close 15th Street from Monroe Street to Court Street on April 26th from 8:00-1:00 for Rock the Block. With members Kelly, Richardson, and Schuler voting "Aye", motion carried.

Member Schuler made a motion seconded by member Kelly to change the Contractor's name for the City's Keno Lottery from Fort Calhoun Lottery, Inc. to Hangout at the Horn, LLC. With members Schuler, Kelly, and Richardson voting "Aye", motion carried.

After a vote, Mayor Robinson stated for the record, the motion was made, seconded and carried for the council to go into closed session, necessary for the protection of the public interest, to discuss property negotiations at 7:40 p.m.

Mayor Robinson declared the meeting in open session at 8:16 p.m. No action was taken.

Following a motion and vote, Mayor Robinson declared the meeting adjourned at 8:17 p.m.

Mitch Robinson, Mayor

ATTEST: Alicia Koziol, City Clerk

For the period ending: 4/30/2025

Fund Report

<u>Description</u>	<u>Beginning Balance</u>	<u>Revenues</u>	<u>Expenses</u>	<u>Ending Balance</u>
General	1,084,983.52	19,869.87	17,572.82	1,087,280.57
Local Sales Tax	208,679.46	26,279.96	0.00	234,959.42
Street	-213,132.88	15,656.72	25,861.93	-223,338.09
Police	-542,618.09	0.00	0.00	-542,618.09
Fire	0.00	0.00	0.00	0.00
Building	55,364.17	0.00	0.00	55,364.17
Parks	-350,723.18	3,725.00	18,522.68	-365,520.86
Park Board	32,312.00	0.00	0.00	32,312.00
Water	401,083.60	36,902.75	27,605.65	410,380.70
Sewer	436,801.98	46,516.11	13,507.25	469,810.84
Sewer Sinking	13,503.61	0.00	0.00	13,503.61
Lottery	170,859.77	2,574.26	0.00	173,434.03
Bond Retirement	340,431.04	6,451.72	0.00	346,882.76
Enhancement	3,923.23	0.00	0.00	3,923.23
Christmas in Calhoun	3,826.57	0.00	0.00	3,826.57
Adams St Plz Events	16,581.40	1,750.00	5,015.00	13,316.40
Total All Funds	1,661,876.20	159,726.39	108,085.33	1,713,517.26

Date Range

Starting: 4/1/2025

Ending: 4/30/2025

**City of Fort Calhoun
Parks Board
May 1, 2025 7:00 P.M.
Meeting Minutes**

Parks Board members performed their annual parks audit prior to their regularly scheduled monthly meeting. This began at West Market Square Park at 6:00 PM and continued through each city park concluding at the ballfields at approximately 7:45 PM.

1. Sara Ruthven called the meeting to order at 7:55 PM.
2. Sara announced the Open Meeting Compliance Act.
3. Roll call:
Board members Sara Ruthven, Bob Lammers, Amber Pierce, Jane Prieksat, Larry Pringle, James Totten and Parks Commissioner Kris Richardson were all in attendance. Karli Johnson was absent.
4. Approval of April Meeting minutes moved by Bob, seconded by Larry. All voted in favor to approve.

Unfinished Business:

5. 2025 Grant Project Status Update:
 - a. NRD Celebrate Trees Grant trees were installed in late April.
 - b. Washington County Community Foundation Grant plantings were installed in late April.
6. Pioneer Court Ribbon Cutting Event: May 7th @ 3:30pm.
 - a. Event details were finalized and shared.
7. 2025 Rock the Block Follow-up
 - a. Summary of parks projects after event.
 - i. Pioneer Park Pavillion painted. Edging will need to be finished and may need additional coats.
 - ii. Pioneer Park Restroom interior painting completed.
 - iii. Ballfield Pavillion painted. North side still needs painted and south side needs an additional coat.

New Business:

8. 2025 Annual Park Audit Follow-up
 - a. Parks needs/ideas discussed for late 2025 and long term.
 - i. Discussed increased seating needs along the hill against the trail edge near the baseball field. The board agreed that some were not in good shape and their removal would be beneficial. Discussed using tree grants to add size appropriate trees along the trail edge behind the viewing areas as older ones grow too tall for the lower overhead powerlines.
 - ii. Discussed modernizing playground equipment and exploring options for younger kids at Pioneer Park.

- iii. Audit report will be finalized once city staff have had an opportunity to do spring cleanup in each park.

Meeting Adjournment:

9. Meeting adjournment motioned by Larry at 8:45 PM, seconded by Bob. All voted in favor to approve.

Maintenance Tasks Completed Report

April 16, 2025 - May 15, 2025

PUBLIC WORKS

- NRD 1&2 read/logged daily
- Water installs at new home inspection & mapped water/sewer system
- Started lead service inventory
- w/w station daily inspection & log
- Locates – all maintenance staff
- Monthly & quarterly water samples taken
- Water meter's read & data logs
- Water meters/readouts repaired as needed/new installed
- Emergency locates
- Respond to w/w alarms
- Storm sewer (in progress) for GIS
- Water meter replacements started
- Locates for Cox fiber
- Water shut offs
- GIS sidewalk inventory started
- Fire hydrants painting started
- Started propagation study for water and sewer tower read system
- State Paperwork Completed
- Hydroseeded City Hall
- Cleaned storm drain by bank

STREETS

- Sign/post repair and replacement
- Graded street & alleys
- Cleaned storm drains
- Tree dump pushed up and burning
- Snow plowed (3/19 ,3/20)
- Salt and Sanded (3/19, 3/20)
- Tap Grant Trail Project: JEO surveying most of town
- Hauling dirt out of tree dump for 2 weeks
- Dumpsters Manned
- Rock the block

EQUIPMENT MAINTENANCE

- Vehicles were washed as needed
- Maintenance shop cleaned weekly
- Ordered and picked up parts

PARKS

- Daily Park checks and clean-up
- Branches removed (as needed)
- Trash removed
- Ball diamond: daily check, trash, game prep, mowed, mulched
- Pioneer Park: daily check, trash, mowed, hydroseeded grass pavers and bb court, made sign and installed, Mulched, Painted bathrooms Installed new light and hand dryers
- WMS Park: daily check, trash, Mowed, put up camera to monitor damage, Mulched, Painted bathrooms Installed new light and hand dryers
- Adams Street Plaza: daily check, trash, Mowed, hydroseeded cornhole boards, Mulched, new plants installed
- Watered trees

MEETINGS

- Council meeting(s)
- Locate meets – several
- Trail project
- Teammates
- Ada bathrooms at Ball Diamond
- City Hall tech issue
- Lucas about Betts, Genoways and Trail



Washington County Sheriff

Contract Statistics Report for Fort Calhoun for the Month of April 2025

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

Time Frame	Time in HH:MM:SS
Total Monthly Hours	219:34:21
Average Hours Per Week	51:13:56
Average Hours Per Day	7:19:08
Week 1 Total Hours	46:02:21
Week 2 Total Hours	56:29:25
Week 3 Total Hours	54:00:57
Week 4 Total Hours	47:46:38
Week 5 Total Hours	15:15:00

Activity	Current Month	Previous Month
Warning	9	3
Citation	3	2
Parking Warning	0	0
Arrest	2	3
Accident	0	0
Business Checks	371	409
Reports	3	3

Check Approval List

5/16/2025 3:12:36 PM

City of Fort Calhoun

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<u>Pay#</u>	<u>Vend#</u>	<u>Vendor Name</u>	<u>Invoice</u>	<u>Description</u>	<u>Due Date</u>	<u>Amount</u>
4269	6	ABE'S TRASH SERVICE, INC.	2750581	TRASH SERVICE-APRIL	5/15/2025	1,507.75
4304	603	ACCESS SYSTEMS LEASING	39047385	STANDARD PYMT-COPIER	5/15/2025	393.38
4279	576	AFLAC		AFLAC Pre Tax	5/2/2025	88.92
4280	576	AFLAC		AFLAC Post Tax	5/2/2025	16.25
4288	576	AFLAC		AFLAC Pre Tax	5/16/2025	88.92
4289	576	AFLAC		AFLAC Post Tax	5/16/2025	16.25
4286		BLUECROSS BLUESHIELD OF NE		DPIN	5/2/2025	3,741.58
4310	589	BOBCAT OF OMAHA	R84108	SKID STEER RENTAL	5/16/2025	3,500.00
4277	128	BOMGAARS	04162025	STREET SWEEPER O RINGS	5/16/2025	29.31
4273	305	COMMONWEALTH ELECTRIC COMPAN	10000	SIGNAL REPAIRS ON HWY 75	5/10/2025	1,596.52
4296	396	CONOCO FLEET	104523946	MONTHLY FUEL PURCHASES	5/22/2025	843.85
4266		COX BUSINESS	04242025	INTERNET/PHONE SERVICES	5/9/2025	526.48
4281	1	EFTPS		Soc Sec	5/2/2025	1,749.30
4282	1	EFTPS		Medicare	5/2/2025	409.12
4283	1	EFTPS		Federal	5/2/2025	1,189.13
4290	1	EFTPS		Soc Sec	5/16/2025	1,606.06
4291	1	EFTPS		Medicare	5/16/2025	375.60
4292	1	EFTPS		Federal	5/16/2025	953.96
4311		EMBRIS GROUP, LLC	366	ENGINEERING ASSISTANCE: APRIL	6/12/2025	1,560.00
4267	18	ENTERPRISE MEDIA GROUP	283745	2025 PROGRESS	5/9/2025	569.00
4268	18	ENTERPRISE MEDIA GROUP	288044	SPECIAL ELECTION GUN RANGE	5/20/2025	21.95
4302	18	ENTERPRISE MEDIA GROUP	288419	CC MTG MINS	5/30/2025	87.72
4303	18	ENTERPRISE MEDIA GROUP	288536	WATER QUALITY REPORT	6/1/2025	10.00
4301	18	ENTERPRISE MEDIA GROUP	8178-2	1 YEAR SUBSCRIPTION	6/5/2025	64.00
4309	643	JDW MIDWEST, LLC	2504032	APRIL SERVICES	5/30/2025	275.00
4272		JEO CONSULTING GROUP, INC.	160183	FC GENERAL ENGINEERING	5/11/2025	262.50
4271		JEO CONSULTING GROUP, INC.	160184	FC MONROE ST-WEST OF 16TH	5/11/2025	1,685.00
4307	606	KINGHORN GARDENS	7098	2025 GRANT TREE PLANTING	5/30/2025	3,000.00
4300	9	M.U.D.	05222025	MONTHLY GAS BILL	5/22/2025	128.89
4270	28	NE PUBLIC HEALTH ENV LAB	589783	WATER TESTING	5/15/2025	267.00
4284	2	NEBRASKA DEPARTMENT OF REVENUE		State	5/2/2025	459.32
4293	2	NEBRASKA DEPARTMENT OF REVENUE		State	5/16/2025	407.55
4313	298	NEBRASKA SALES TAX		JULY SALES TAX	5/20/2025	2,659.09
4312	298	NEBRASKA SALES TAX	042025	APRIL SALES TAX	5/20/2025	2,948.50
4297	8	O.P.P.D.	05272025	MONTHLY ELECTRIC	5/27/2025	3,918.58
4306	421	ONE CALL CONCEPTS, INC	5040133	MONTHLY LOCATES	5/30/2025	38.77
4274	5	PAPIO-MISSOURI RIVER N. R. D.	041525	METER #1 & METER #2	5/5/2025	9,301.76
4275	5	PAPIO-MISSOURI RIVER N. R. D.	041525-2	METER #3	5/5/2025	1,382.60
4264	7	POSTMASTER	050125	WA/SE BILLS-MAY	5/1/2025	204.96
4276	131	QUILL CORPORATION	43615376	STAMPS	5/7/2025	43.88
4308	427	TALBOT LAW OFFICE	04302025	MONTHLY SERVICES	5/30/2025	1,120.00
4285	3	THE AMERICAN FUNDS GROUP		IRA	5/2/2025	2,069.13
4294	3	THE AMERICAN FUNDS GROUP		IRA	5/16/2025	1,889.06
4314	477	VISA	04242025	ADOBE/WATER SAMPLES/GIS SYS	5/19/2025	5,946.79
4299	482	WASHINGTON CO CHAMBER OF COM	04162025	ANNUAL CHAMBER GOLF OUTING	4/16/2025	400.00
4265	181	WASHINGTON COUNTY BANK	04212025	Z-TRAK MOWER PYMT	5/1/2025	1,911.64
4298	64	WASHINGTON COUNTY CLERK	05142025	SPECIAL ELECTION-GUN RANGE	5/30/2025	2,567.30
4305		YOUNG & WHITE LAW OFFICES	13164	MONROE ST PROJECT-APRIL	5/30/2025	2,710.50
Subtotal:						\$66,542.87

Report Selection: Check Approval List - By Vendor
 Date Range Selection: GL Posting Date
 Starting Date: 5/1/2025
 Ending Date: 5/31/2025
 Banks: All
 Bank Acct#:
 Include Printed Checks: **p**

FRANCHISE AGREEMENT

This Franchise Agreement ("Franchise") is between the City of Fort Calhoun, Nebraska, hereinafter referred to as "Franchising Authority" or "City" and Windstream Nebraska, Inc. d/b/a Windstream, hereinafter referred to as "Grantee."

The Franchising Authority, having determined that the financial, legal, and technical ability of the Grantee is reasonably sufficient to provide services, facilities and equipment necessary to meet the future cable-related needs of the community, and having afforded the public adequate notice and opportunity for comment, desires to enter into this Franchise Agreement with the Grantee for the construction and operation of a Cable System on the terms set forth herein.

SECTION 1: Grant of Authority. In consideration of the faithful performance and observance of the conditions, reservations and regulations herein specified, a non-exclusive Franchise is hereby granted to Grantee, its successors and assigns to erect, maintain, and operate transmission and distribution facilities and additions thereto in, under, over, along, across and upon the streets, lanes, avenues, sidewalks, alleys, bridges and other public places within the City and subsequent additions thereto for the purpose of producing, receiving, amplifying, and transmitting by coaxial cable, fiber optics, microwave or other means, audio and/or audio/visual electrical impulses of television, radio and other intelligences, either analog or digital, including, but not limited to, cable television for sale to the inhabitants and businesses of the City in accordance with the laws and regulations of the United States of America and State of Nebraska and the ordinances and regulations of the City, for a period of ten (10) years from and after the effective date of this Franchise. At its sole discretion, Grantee may exercise its option to extend the term of this Franchise for an additional ten (10) year term by providing the Franchise Authority with written notice no later than ninety (90) days prior to the expiration date of the initial term.

SECTION 2: Construction.

- A. The Grantee's transmission and distribution system poles, wires and appurtenances shall be located, erected and maintained so as not to endanger or interfere with any improvements the City may deem proper to make or to hinder unnecessarily or obstruct the free use of the streets, alleys, bridges or other public property. The Grantee's transmission and distribution system shall not interfere with the operations of other public utilities.
- B. The company shall keep on file a proper map showing and describing the exact location of all of its facilities within the City streets, alleys and public ways, including underground cable and equipment. Upon request of the City, such plans or maps shall be available for inspection by the City Commissioners or their designee during normal business hours.
- C. In the maintenance and operation of its transmission and distribution system in the streets, alleys and other public places in the City and in the course of any new construction or addition to its facilities, the Grantee shall proceed so as to cause the

least possible inconvenience to the general public. All excavations shall be properly guarded and protected and shall be filled and surface restored in a good condition promptly after the completion of such work. The Grantee shall at all times comply with all regulations which the City has made or may make applying to the public generally with reference to obtaining permits, to the removal or replacement of pavement and the excavations in the streets and other public places.

- D. In specific corridors, as illustrated in Attachment A, transmission and distribution facilities as described in Section 1 of this agreement shall be installed underground where all other telecommunication entities that are accessing the public right-of-way have their telecommunication facilities in the public right-of-way underground as well.

SECTION 3: Hold Harmless. The Grantee shall hold the City harmless from any and all claims and actions, litigation or damages arising out of the passage of this Franchise or of the construction, erection, installation, maintenance or operation of its property under authority of this Franchise within the boundary of the City, or from the negligence of the Grantee's employees in the operation thereof. The Grantee agrees to defend in the name of the City, any claims made against the City arising out of this Franchise. The Grantee shall carry sufficient insurance against liability for personal injury or property damage of not less than \$1,000,000.00 as to any one accident and not less than \$3,000,000.00 aggregate liability. Grantee shall provide City, contemporaneously with the signing date, a certificate of insurance listing the City as additionally insured.

SECTION 4: The Grantee shall have the right to prescribe reasonable service rules and regulations for the conduct of its business not inconsistent with the provisions of this Franchise and a copy of such service rules and regulations may be kept on file with the City Clerk. In the event of any conflict between the terms of this Franchise and any City ordinance or resolution, the terms of this Franchise shall prevail.

SECTION 5: The Grantee shall be entitled to fair, reasonable and just rates and charges for its services.

SECTION 6: All equipment, appurtenances, lines and material installed by the Grantee on the premises of the subscribers shall remain the property of the Grantee and only the Grantee shall have the right to connect to said equipment, to make additional extensions or to service said equipment. In the event a subscriber violates the terms of this section, the Grantee shall have the right to cancel service and to remove the equipment at the option of the Grantee. The Grantee shall have the right to make reasonable inspections of its equipment for the purpose of implementing this section.

SECTION 7: This Franchise is adopted after approval by the governing body of the City of Fort Calhoun, Nebraska, of Grantee's legal character, financial, technical and other qualifications, and the adequacy and feasibility of its construction arrangements.

SECTION 8: Grantee shall make service available to all areas of the City where economically feasible.

SECTION 9: The Grantee agrees to pay to the City five percent (5%) of all Gross Subscriber Revenue from cable television service charges. Payment calculated on the basis of such gross subscriber service revenue shall be made to the City on April 1st of each year during the term of this Franchise. Gross Subscriber Revenue means all regular recurring subscriber revenues derived from the Cable System, as defined by federal law for Cable Service, as defined by federal law, excluding franchise fees, FCC fees, home shopping revenue and advertising sales revenue. The City, its employees or agents, may at any reasonable time have access to the books and records of the Grantee for the purpose of auditing such gross subscriber revenues.

SECTION 10: Upon expiration of this Franchise or the termination of the rights therein granted for any reason, the Grantee shall have the right to remove all of its plant, structure, works, pipes, mains, conduits, cable, pole and wires, and, in such event, it shall be required to refill at its own expense any excavations that may be made by it and it shall leave the streets, alleys, public ways and public places in as good condition as that prevailing prior to the Grantee's removal of such equipment and appliances.

SECTION 11: The effective date of this Franchise is April 21, 2025, pursuant to the provisions of applicable law. This Franchise shall expire on April 21, 2035, unless extended in accordance with the provisions of Section 1.

SECTION 12: All notices shall be in writing and shall be sufficiently given and served upon the other party when deposited in the first class mail, registered or certified, return receipt requested, postage prepaid, and addressed as follows:

THE FRANCHISING AUTHORITY:

Fort Calhoun
City Mayor
110 South 14th Street
Fort Calhoun, Nebraska 68023

COMPANY:

Windstream Nebraska, Inc.
4005 N. Rodney Parham Road
Little Rock, Arkansas 72002
Attn: Franchise Agreements

With Copy to:

Windstream Nebraska, Inc.
4005 N. Rodney Parham Road
Little Rock, AR 72002
Attn: Legal Department

SECTION 13: Nothing in this Agreement shall affect the right of the Franchising Authority to grant to any Person or entity, a franchise, a consent, or the right to occupy and use the Streets, or any part thereof; for the construction, operation, or maintenance of all or any part of a cable system within the Franchising Area or for any other purpose.

This Agreement embodies the entire understanding and agreement of the Franchising Authority and the Company with respect to the subject matter hereof and merges and supersedes all prior representations, agreements, and understandings, whether oral or written, between the Franchising Authority and the Company with respect to the subject matter hereof, including, without

limitation, all prior drafts of this Agreement and any and all written or oral statements or representations by any official, employee, agent, attorney, consultant or independent contractor of the Franchising Authority or the Company.

Notwithstanding any other provision of this Agreement, the Company shall not be liable for delay in performance of, or failure to perform, in whole or in part, its obligations pursuant to this Agreement due to events beyond its control, including but not limited to, strike, war or act of war (whether an actual declaration of war is made or not), insurrection, riot, act of public enemy, accident, fire, flood or other act of God, technical failure, sabotage, or other events beyond its control.

This Agreement shall be deemed to be executed in Fort Calhoun, Nebraska and shall be governed in all respects, including validity, interpretation and effect, and construed in accordance with the laws of the State of Nebraska, as applicable to contracts entered into and to be performed entirely within that State and such other laws of the State as are applicable to the Agreement or the subject matter thereof.

City may terminate this Agreement by providing thirty (30) days' notice to Grantee of any material breach of the Agreement.

APPROVED AND PASSED this _____ day of _____, 2025.

IN WITNESS WHEREOF, the parties hereto have entered into this Franchise Agreement on _____, 2025

Franchising Authority:
City of Fort Calhoun, Nebraska

Mayor _____

ATTEST:

Clerk

ACCEPTED BY:

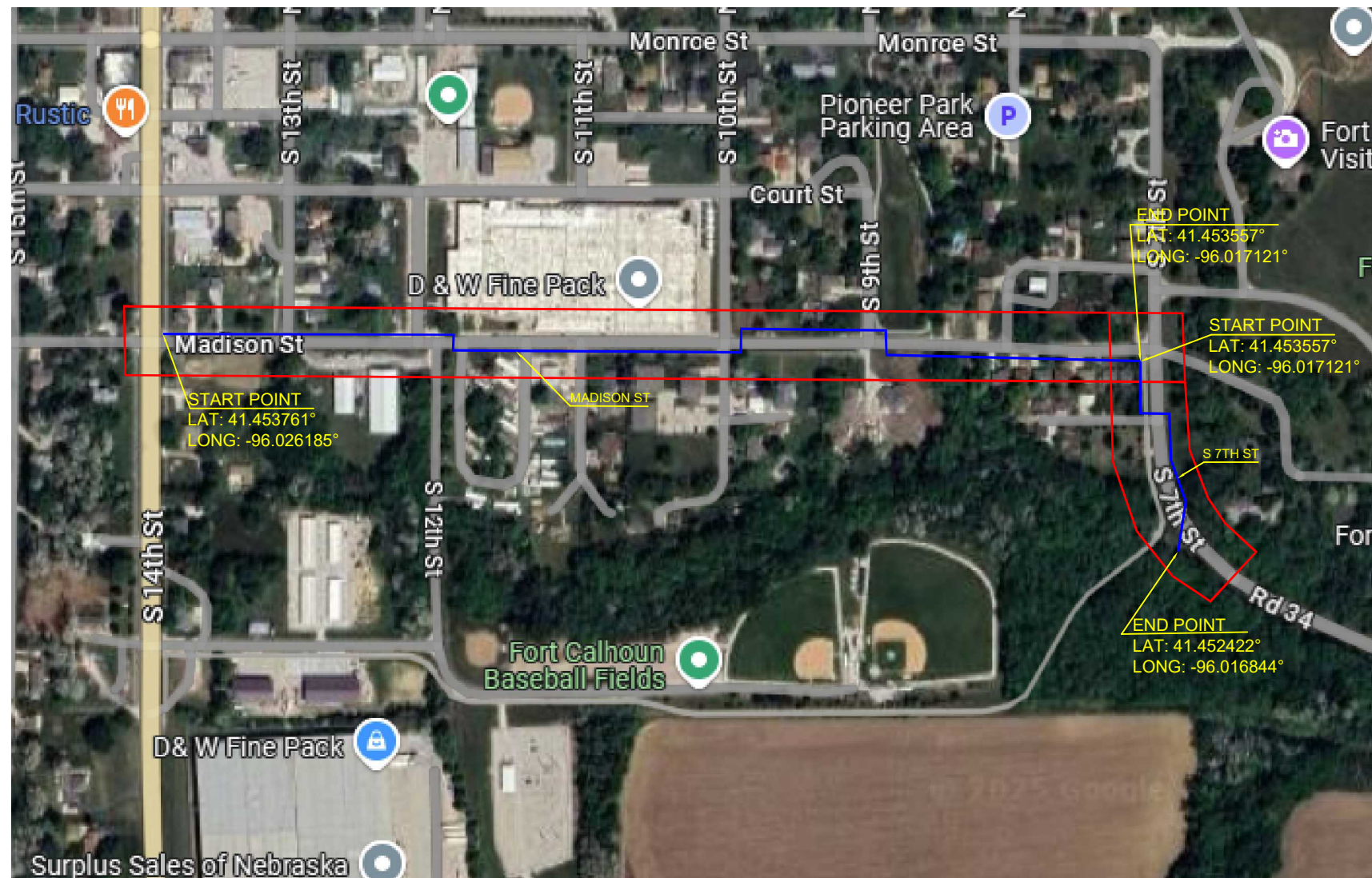
Grantee:
Windstream communications, Inc.

Name: Sarah Hays
Title: Staff Manager - Engineering Support
Date: _____

VICINITY MAP

WINDSTREAM LOCATION MAP_CITY PERMIT

FOR ALL CROSSING AND LONGITUDINAL UTILITY DEPTH UNDER ALL PAVEMENT SURFACE WILL BE 4' AND UNDER UNPAVED SURFACE WILL BE 3'.
 WINDSTREAM PROPOSED TO PLACE 2,403' OF 48CT BURIED CABLE WITH IN THE ROW.
 DIRECT BORE =1,309' ,DIRECT BURIED =941' TRENCH METHOD= 153'.
 ANY AERIAL CROSSING OVER A STATE ROUTE IS A MINIMUM HEIGHT OF 18'.
 WINDSTREAM PROPOSES TO PLACE 746' OF 48-CT OF AERIAL CABLE WITH IN THE ROW.
 NEW STRAND 6M 746 FT.
 TOTAL PROPOSED CABLE= 3,149'.



DESCRIPTION	LEGEND	FEATURES
JOINT USEPOWER POLE		
UTILITY POLE		
DIRECT BURIED FOC		
BORE		
TRENCH METHOD		
DRY BORE		
NEW 10M STRAND(OUT)		
NEW 10M STRAND(IN)		
CULVERT		
EDGE OF PAVEMENT		
RIGHT OF WAY		
CENTER LINE		
EXISTING WINDSTREAM AERIAL CABLE		
EXISTING WINDSTREAM BURIED CABLE		
WATER LINE		
SANITARY SEWER LINE		
STORM WATER LINE		
ELECTRIC LINE		
12.7 MM OF 2W MICRO DUCT BY TRENCH METHOD		
12.7 MM OF 2W MICRO DUCT BY DIRECT BORE METHOD		
8.5 MM OF 1W MICRO DUCT CONDUIT		
MAN HOLE		
GAS MARKER		
CATCH BASIN		
FIRE HYDRANT		
BORE PIT 5'x4'x4'		
HH		
EXISTING FIBER PED		
EXISTING COPPER PED		
EXISTING WINDSTREAM FIBER PLACEMENT TYPE- AERIAL		
EXISTING WINDSTREAM FIBER PLACEMENT TYPE- BURIED		
EXISTING WINDSTREAM COPPER PLACEMENT- AERIAL		
EXISTING WINDSTREAM COPPER PLACEMENT- BURIED		
MFS/ADESTA FIBER PLACEMENT TYPE - AERIAL		
MFS/ADESTA FIBER PLACEMENT TYPE - BURIED		
PROPOSED PED		
EXISTING AERIAL TERMINAL		
PROPOSED AERIAL TERMINAL		
RAILROAD LINES		
DITCH		
AERIAL TERMINAL		
UTILITY MARKER		

ENG MANAGER JUSTIN ALBRITTON
 JUSTIN.ALBRITTON@CYIENT.COM
 CONTACT:469-790-3069

DIG ALERT: 811,KNOW WHAT'S BELOW,PLEASE CALL BEFORE YOU DIG

FOR THE PURPOSE OF PROVIDING FIBER OPTIC CABLE FOR INTERNET ACCESS

UG FOOTAGE DETAILS

DESCRIPTION	FOOTAGE
BORE IN 1.25" CONDUIT	1,309' L.F
DIRECT BURIED	941' L.F
TRENCH	153' L.F
DRY BORE	0' L.F
TOTAL	2,403' L.F

STRUCTURE DETAILS

6" PED	0 E.A
8" PED	5 E.A
10" PED	0 E.A
AERIAL TERMINAL	0 E.A

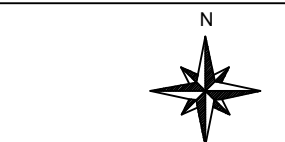
AERIAL FOOTAGE DETAILS

NEW 6M STRAND	746' L.F
ELASHING	0' L.F
NO LASHING	0' L.F
TOTAL	746' L.F

DATE CREATED: 02/21/2025

DATE REVISED:

DRAWN BY: JUSTIN ALBRITTON



COMPANY: WINDSTREAM

SYSTEM: FORT CALHOUN_NE

PROJECT NUMBER: 749542050

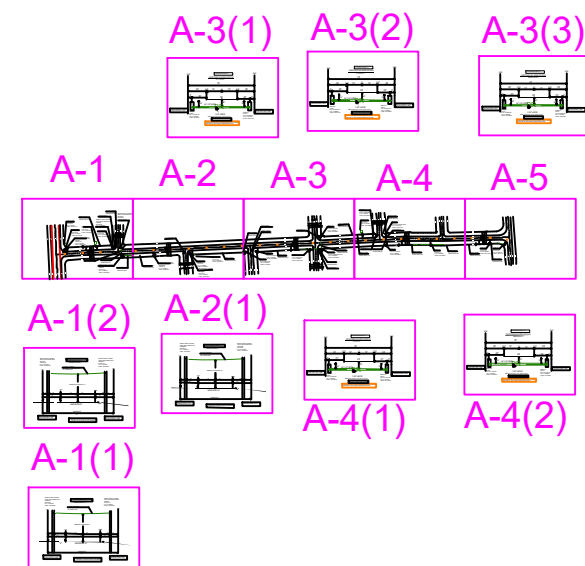
DESCRIPTION:
 RDOF3964
 FTCLNE1A1_SERVING_AREA

MAP: VICINITY MAP

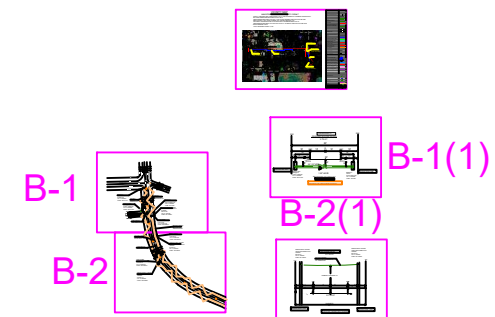
CYIENT INC

MADISON ST

S 7TH ST



VICINITY MAP



ENG MANAGER JUSTIN ALBRITTON
JUSTIN.ALBRITTON@CYIENT.COM
CONTACT:469-790-3069

DIG ALERT: 811,KNOW WHAT'S BELOW,PLEASE CALL BEFORE YOU DIG

FOR THE PURPOSE OF PROVIDING FIBER OPTIC CABLE FOR INTERNET ACCESS

UG FOOTAGE DETAILS

DESCRIPTION	FOOTAGE
BORE IN 1.25" CONDUIT	0' L.F
DIRECT BURIED	0' L.F
TRENCH	0' L.F
DRY BORE	0' L.F
TOTAL	0' L.F

STRUCTURE DETAILS

6" PED	0 E.A
8" PED	0 E.A
10" PED	0 E.A
AERIAL TERMINAL	0 E.A

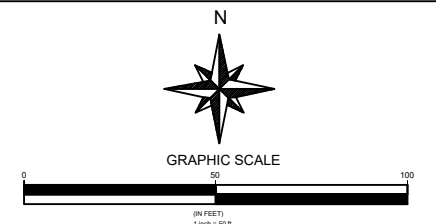
AERIAL FOOTAGE DETAILS

NEW 6M STRAND	0' L.F
ELASHING	0' L.F
NO LASHING	0' L.F
TOTAL	0' L.F

DATE CREATED: 02/21/2025

DATE REVISED:

DRAWN BY: JUSTIN ALBRITTON



COMPANY: WINDSTREAM

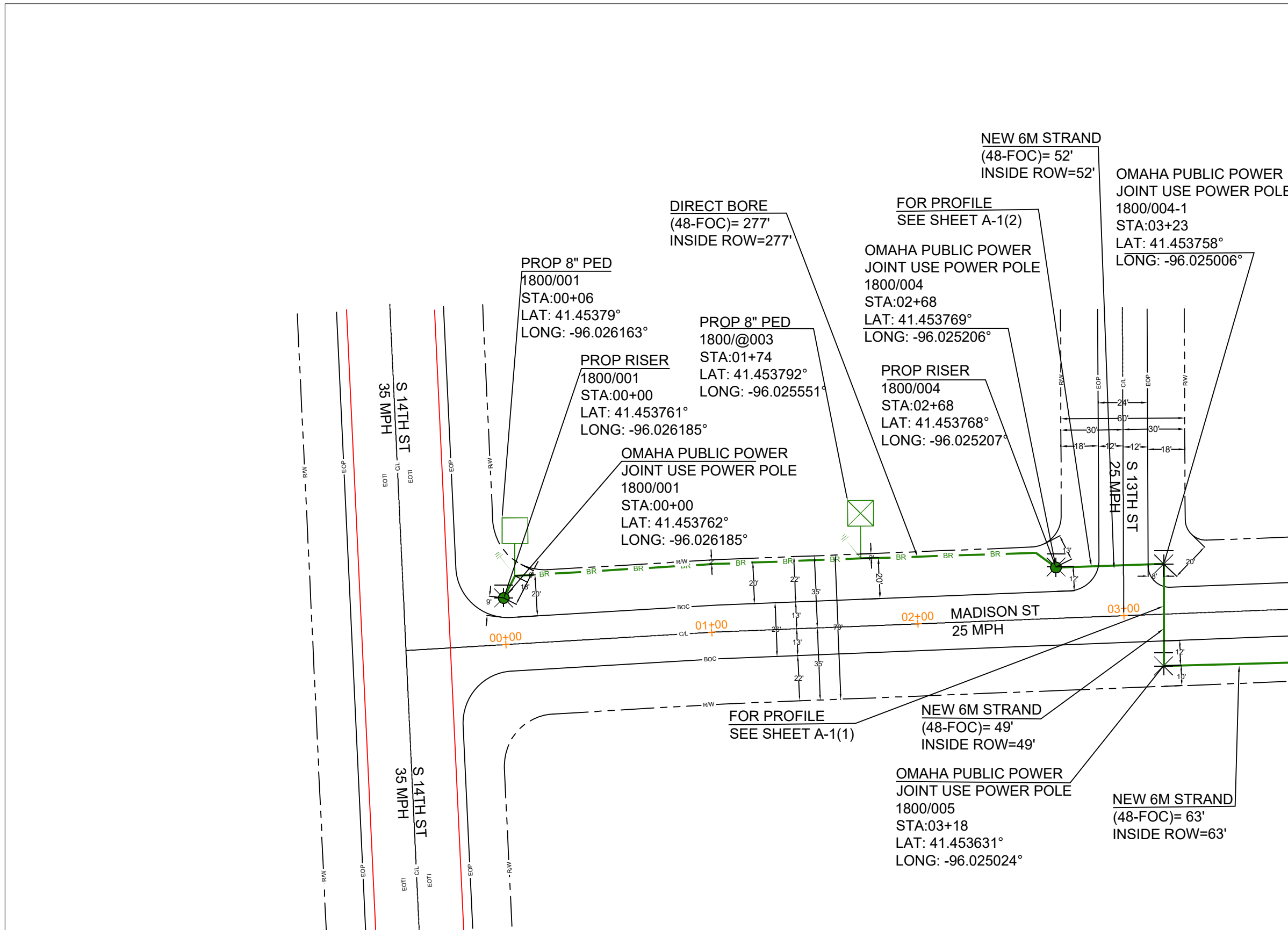
SYSTEM: FORT CALHOUN_NE

PROJECT NUMBER: 749542050

DESCRIPTION:
RDOF3964
FTCLNE1A1_SERVING_AREA

MAP: KEYMAP

CYIENT INC



ENG MANAGER JUSTIN ALBRITTON
 JUSTIN.ALBRITTON@CYIENT.COM
 CONTACT:469-790-3069

DIG ALERT: 811.KNOW WHAT'S BELOW.PLEASE CALL BEFORE YOU DIG

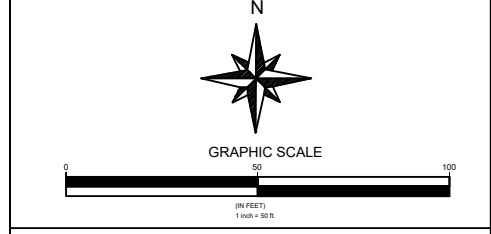
FOR THE PURPOSE OF PROVIDING FIBER OPTIC CABLE FOR INTERNET ACCESS

UG FOOTAGE DETAILS	
DESCRIPTION	FOOTAGE
BORE IN 1.25" CONDUIT	277' L.F
DIRECT BURIED	0' L.F
TRENCH	0' L.F
DRY BORE	0' L.F
TOTAL	277' L.F

STRUCTURE DETAILS	
6" PED	0 E.A
8" PED	2 E.A
10" PED	0 E.A
AERIAL TERMINAL	0 E.A

AERIAL FOOTAGE DETAILS	
NEW 6M STRAND	165' L.F
ELASHING	0' L.F
NO LASHING	0' L.F
TOTAL	165' L.F

DATE CREATED: 02/21/2025
 DATE REVISED:
 DRAWN BY: JUSTIN ALBRITTON



COMPANY: WINDSTREAM
 SYSTEM: FORT CALHOUN NE
 PROJECT NUMBER: 749542050
 DESCRIPTION:
 RDOF3964
 FTCLNE1A1_SERVING_AREA

SHEET: **A-1**

CYIENT INC

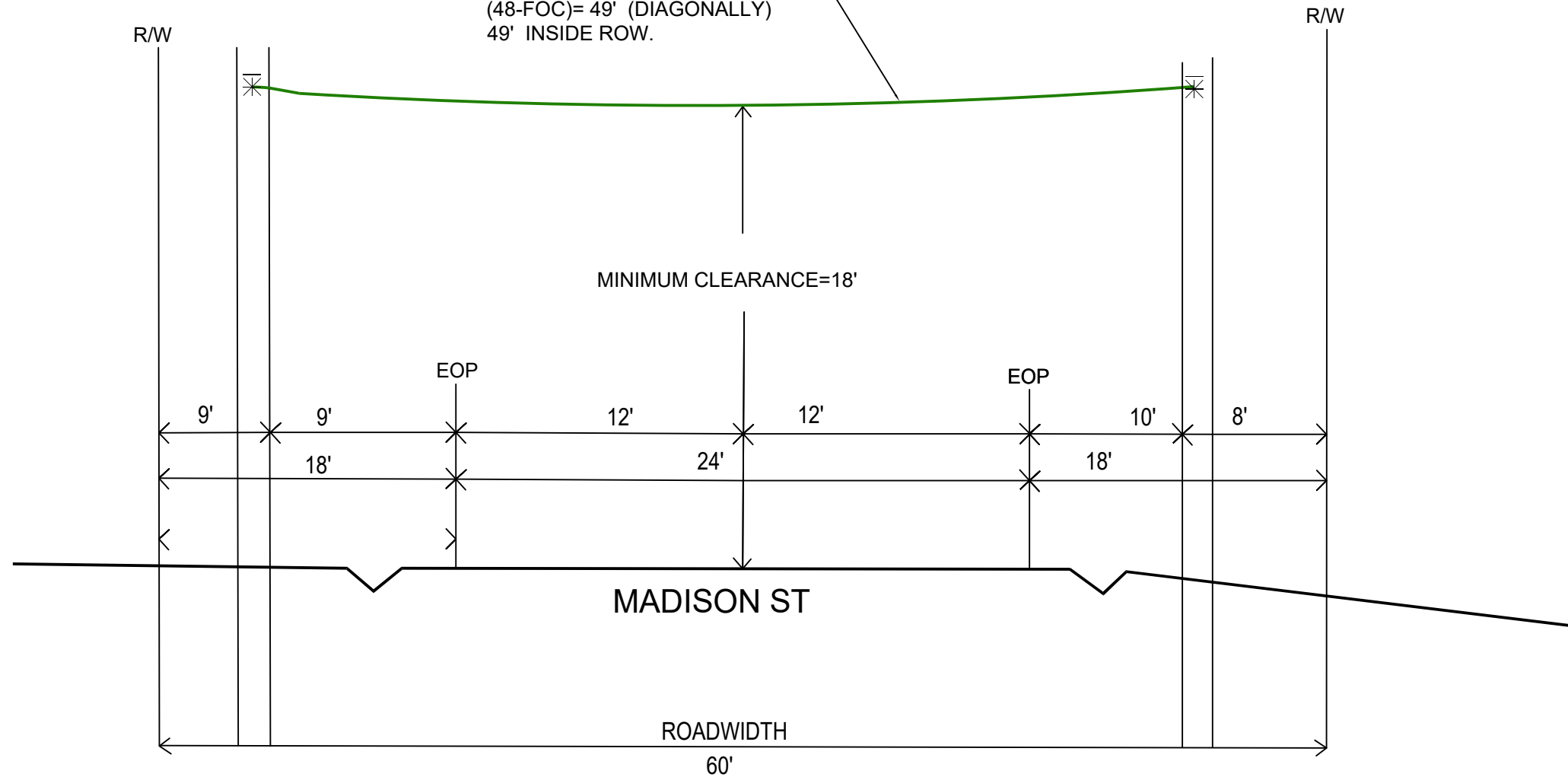
A-2 (STA: 03+82)

OMAHA PUBLIC POWER
 JOINT USE POWER POLE
 1800/004-1
 STA:03+23
 LAT: 41.453758°
 LONG: -96.025006°

SEE DESIGN ON A-1
MADISON ST

OMAHA PUBLIC POWER
 JOINT USE POWER POLE
 1800/005
 STA:03+18
 LAT: 41.453631°
 LONG: -96.025024°

EXISTING STRAND
 (48-FOC)= 49' (DIAGONALLY)
 49' INSIDE ROW.



ELEVATION-1,082'

PROFILE FACING SOUTH-WEST

ELEVATION-1,081'

ENG MANAGER JUSTIN ALBRITTON
 JUSTIN.ALBRITTON@CYIENT.COM
 CONTACT:469-790-3069

DIG ALERT: 811,KNOW WHAT'S BELOW,PLEASE CALL BEFORE YOU DIG

FOR THE PURPOSE OF PROVIDING FIBER OPTIC CABLE FOR INTERNET ACCESS

UG FOOTAGE DETAILS

DESCRIPTION	FOOTAGE
BORE IN 1.25" CONDUIT	0' L.F
DIRECT BURIED	0' L.F
TRENCH	0' L.F
DRY BORE	0' L.F
TOTAL	0' L.F

STRUCTURE DETAILS

6" PED	0 E.A
8" PED	0 E.A
10" PED	0 E.A
AERIAL TERMINAL	0 E.A

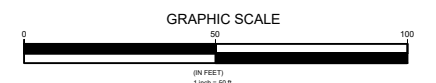
AERIAL FOOTAGE DETAILS

NEW 6M STRAND	0' L.F
ELASHING	0' L.F
NO LASHING	0' L.F
TOTAL	0' L.F

DATE CREATED: 02/21/2025

DATE REVISED:

DRAWN BY: JUSTIN ALBRITTON



COMPANY: WINDSTREAM

SYSTEM: FORT CALHOUN_NE

PROJECT NUMBER: 749542050

DESCRIPTION:
 RDOF3964
 FTCLNE1A1_SERVING_AREA

SHEET: **A-1(1)**

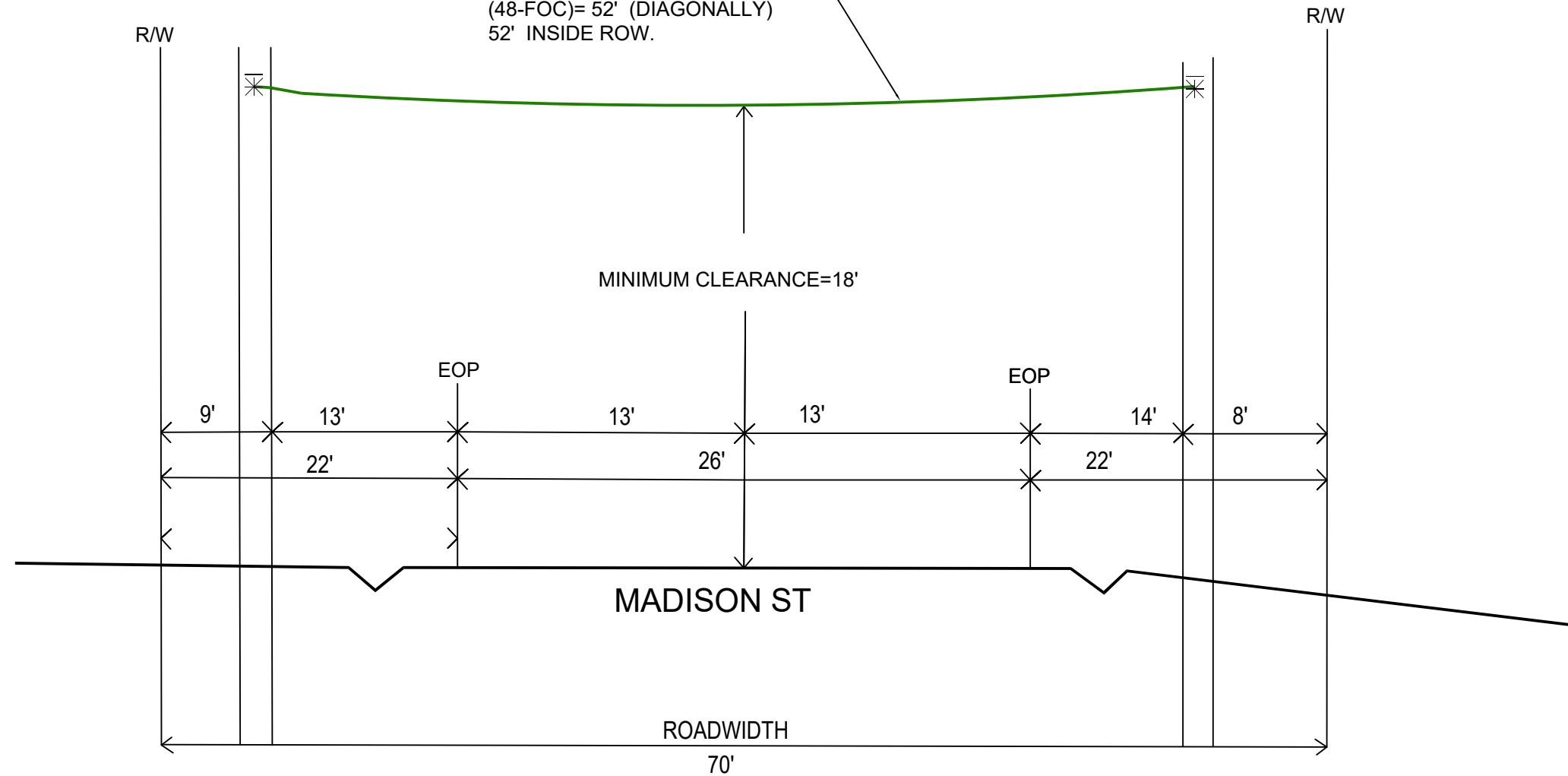
CYIENT INC

OMAHA PUBLIC POWER
 JOINT USE POWER POLE
 1800/004
 STA:02+68
 LAT: 41.453769°
 LONG: -96.025206°

SEE DESIGN ON A-1
MADISON ST

OMAHA PUBLIC POWER
 JOINT USE POWER POLE
 1800/004-1
 STA:03+23
 LAT: 41.453758°
 LONG: -96.025006°

EXISTING STRAND
 (48-FOC)= 52' (DIAGONALLY)
 52' INSIDE ROW.



ELEVATION-1,081'

PROFILE FACING SOUTH-WEST

ELEVATION-1,080'

ENG MANAGER JUSTIN ALBRITTON
 JUSTIN.ALBRITTON@CYIENT.COM
 CONTACT:469-790-3069

DIG ALERT: 811,KNOW WHAT'S BELOW,PLEASE CALL BEFORE YOU DIG

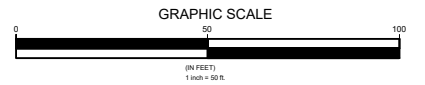
FOR THE PURPOSE OF PROVIDING FIBER OPTIC CABLE FOR INTERNET ACCESS

UG FOOTAGE DETAILS	
DESCRIPTION	FOOTAGE
BORE IN 1.25" CONDUIT	0' L.F
DIRECT BURIED	0' L.F
TRENCH	0' L.F
DRY BORE	0' L.F
TOTAL	0' L.F

STRUCTURE DETAILS	
6" PED	0 E.A
8" PED	0 E.A
10" PED	0 E.A
AERIAL TERMINAL	0 E.A

AERIAL FOOTAGE DETAILS	
NEW 6M STRAND	0' L.F
ELASHING	0' L.F
NO LASHING	0' L.F
TOTAL	0' L.F

DATE CREATED: 02/21/2025
 DATE REVISED:
 DRAWN BY: JUSTIN ALBRITTON



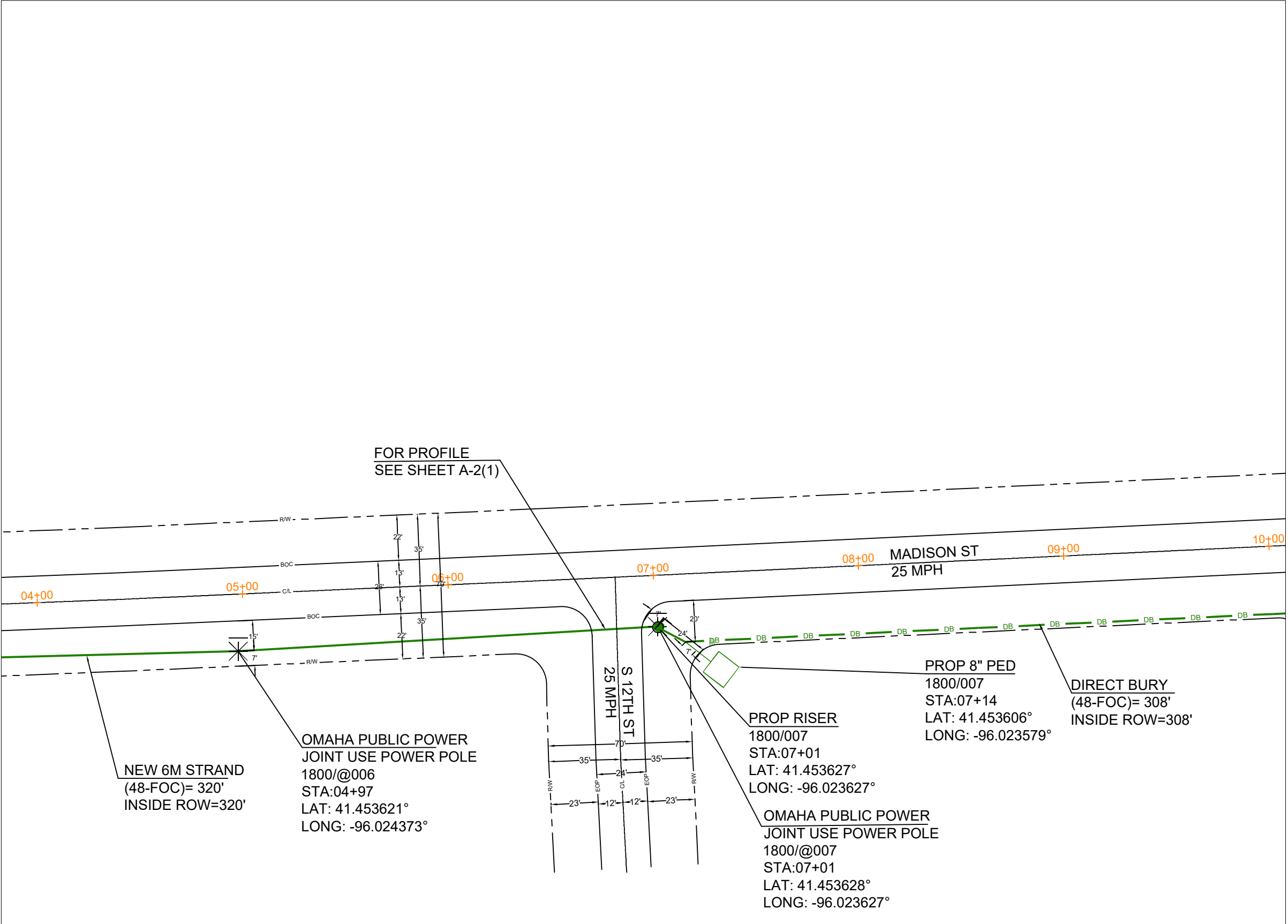
COMPANY: WINDSTREAM
 SYSTEM: FORT CALHOUN_NE
 PROJECT NUMBER: 749542050
 DESCRIPTION:
 RDOF3964
 FTCLNE1A1_SERVING_AREA

SHEET: **A-1(2)**

CYIENT INC

A-1 (STA: 03+82)

A-3 (STA: 10+08)



FOR PROFILE
SEE SHEET A-2(1)

ENG MANAGER JUSTIN ALBRITTON
JUSTIN.ALBRITTON@CYIENT.COM
CONTACT:469-790-3069

DIG ALERT: 811,KNOW WHAT'S BELOW,PLEASE CALL BEFORE YOU DIG

FOR THE PURPOSE OF PROVIDING FIBER OPTIC CABLE FOR INTERNET ACCESS

UG FOOTAGE DETAILS	
DESCRIPTION	FOOTAGE
BORE IN 1.25" CONDUIT	0' L.F
DIRECT BURIED	308' L.F
TRENCH	0' L.F
DRY BORE	0' L.F
TOTAL	308' L.F

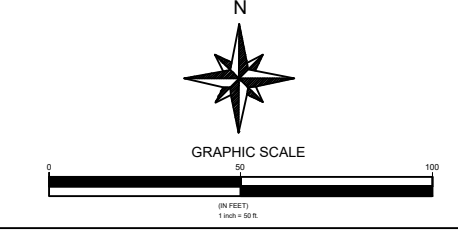
STRUCTURE DETAILS	
6" PED	0 E.A
8" PED	1 E.A
10" PED	0 E.A
AERIAL TERMINAL	0 E.A

AERIAL FOOTAGE DETAILS	
NEW 6M STRAND	320' L.F
ELASHING	0' L.F
NO LASHING	0' L.F
TOTAL	320' L.F

DATE CREATED: 02/21/2025

DATE REVISED:

DRAWN BY: JUSTIN ALBRITTON



COMPANY: WINDSTREAM

SYSTEM: FORT CALHOUN NE

PROJECT NUMBER: 749542050

DESCRIPTION:
RDOF3964
FTCLNE1A1_SERVING_AREA

SHEET: **A-2**

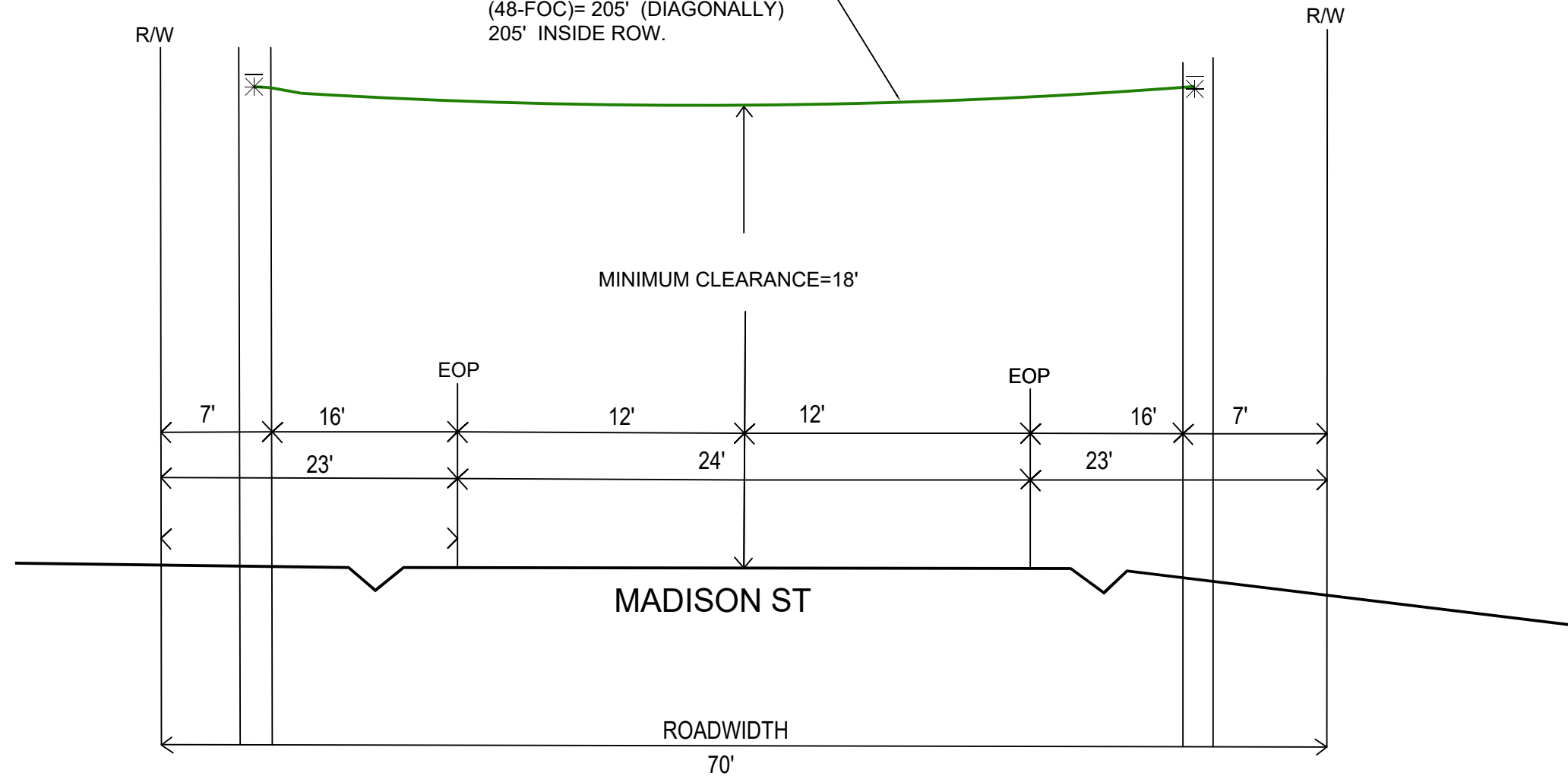
CYIENT INC

OMAHA PUBLIC POWER
 JOINT USE POWER POLE
 1800/@006
 STA:04+97
 LAT: 41.453621°
 LONG: -96.024373°

SEE DESIGN ON A-2
MADISON ST

OMAHA PUBLIC POWER
 JOINT USE POWER POLE
 1800/@007
 STA:07+01
 LAT: 41.453628°
 LONG: -96.023627°

EXISTING STRAND
 (48-FOC)= 205' (DIAGONALLY)
 205' INSIDE ROW.



ELEVATION-1,073'

PROFILE FACING SOUTH-WEST

ELEVATION-1,071'

ENG MANAGER JUSTIN ALBRITTON
 JUSTIN.ALBRITTON@CYIENT.COM
 CONTACT:469-790-3069

DIG ALERT: 811,KNOW WHAT'S BELOW,PLEASE CALL BEFORE YOU DIG

FOR THE PURPOSE OF PROVIDING FIBER OPTIC CABLE FOR INTERNET ACCESS

UG FOOTAGE DETAILS

DESCRIPTION	FOOTAGE
BORE IN 1.25" CONDUIT	0' L.F
DIRECT BURIED	0' L.F
TRENCH	0' L.F
DRY BORE	0' L.F
TOTAL	0' L.F

STRUCTURE DETAILS

6" PED	0 E.A
8" PED	0 E.A
10" PED	0 E.A
AERIAL TERMINAL	0 E.A

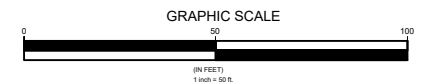
AERIAL FOOTAGE DETAILS

NEW 6M STRAND	0' L.F
ELASHING	0' L.F
NO LASHING	0' L.F
TOTAL	0' L.F

DATE CREATED: 02/21/2025

DATE REVISED:

DRAWN BY: JUSTIN ALBRITTON



COMPANY: WINDSTREAM

SYSTEM: FORT CALHOUN_NE

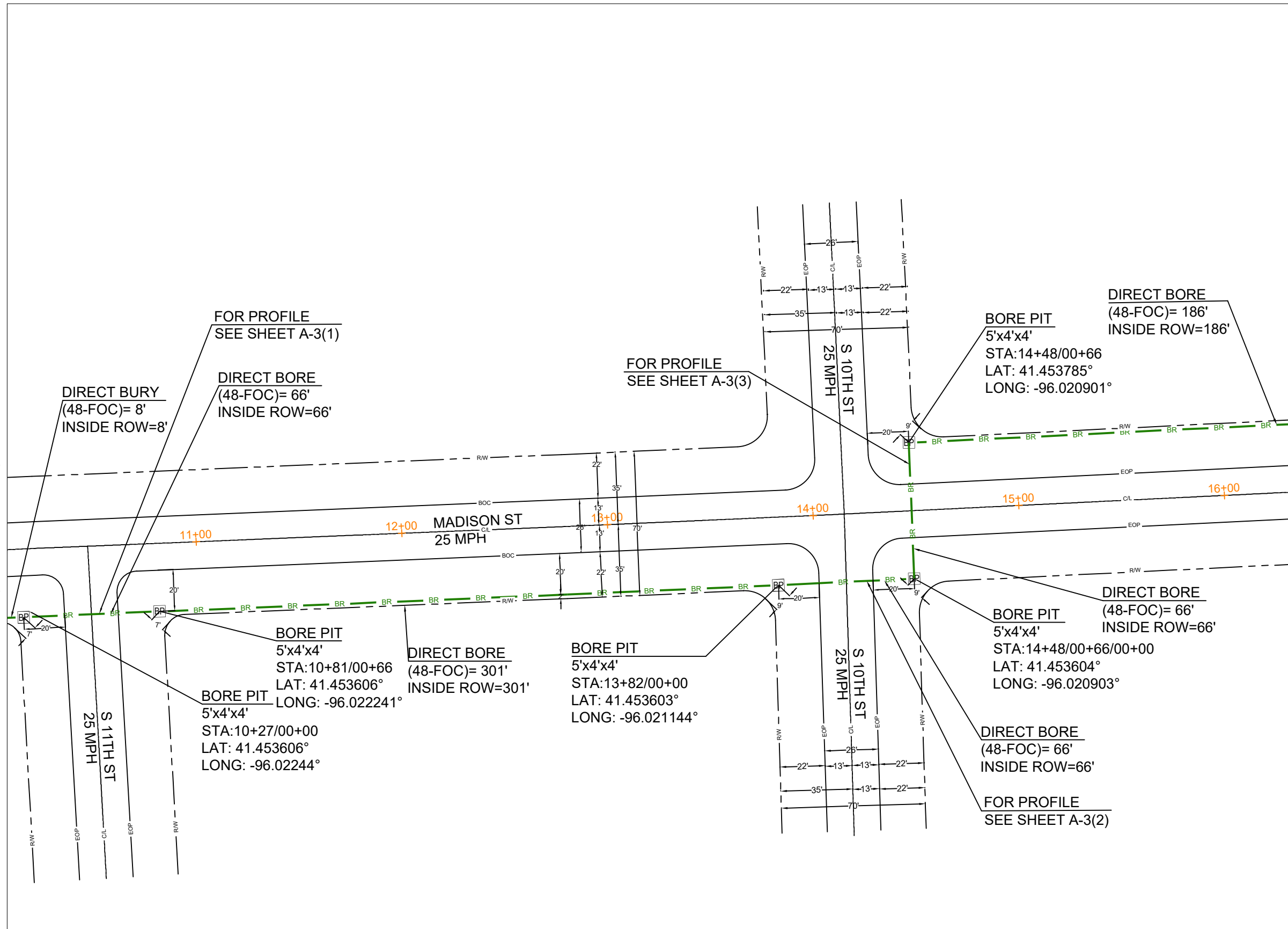
PROJECT NUMBER: 749542050

DESCRIPTION:
 RDOF3964
 FTCLNE1A1_SERVING_AREA

SHEET:
A-2(1)

CYIENT INC

A-2 (STA: 10+08)



A-4 (STA: 16+34)

ENG MANAGER JUSTIN ALBRITTON
JUSTIN.ALBRITTON@CYIENT.COM
CONTACT: 469-790-3069

DIG ALERT: 811, KNOW WHAT'S BELOW, PLEASE CALL BEFORE YOU DIG

FOR THE PURPOSE OF PROVIDING FIBER OPTIC CABLE FOR INTERNET ACCESS

UG FOOTAGE DETAILS	
DESCRIPTION	FOOTAGE
BORE IN 1.25" CONDUIT	686' L.F
DIRECT BURIED	8' L.F
TRENCH	0' L.F
DRY BORE	0' L.F
TOTAL	694' L.F

STRUCTURE DETAILS	
6" PED	0 E.A
8" PED	0 E.A
10" PED	0 E.A
AERIAL TERMINAL	0 E.A

AERIAL FOOTAGE DETAILS	
NEW 6M STRAND	0' L.F
ELASHING	0' L.F
NO LASHING	0' L.F
TOTAL	0' L.F

DATE CREATED: 02/21/2025

DATE REVISED:

DRAWN BY: JUSTIN ALBRITTON

N

GRAPHIC SCALE
(IN FEET)
1 inch = 50 ft.

COMPANY: WINDSTREAM

SYSTEM: FORT CALHOUN NE


PROJECT NUMBER: 749542050

DESCRIPTION:
RDOF3964
FTCLNE1A1_SERVING_AREA

SHEET: **A-3**

CYIENT INC

ENG MANAGER JUSTIN ALBRITTON
 JUSTIN.ALBRITTON@CYIENT.COM
 CONTACT:469-790-3069

 DIG ALERT: 811,KNOW WHAT'S BELOW,PLEASE CALL BEFORE YOU DIG

FOR THE PURPOSE OF PROVIDING FIBER OPTIC CABLE FOR INTERNET ACCESS

UG FOOTAGE DETAILS	
DESCRIPTION	FOOTAGE
BORE IN 1.25" CONDUIT	0' L.F
DIRECT BURIED	0' L.F
TRENCH	0' L.F
DRY BORE	0' L.F
TOTAL	0' L.F

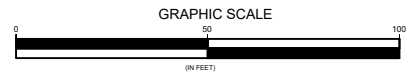
STRUCTURE DETAILS	
6" PED	0 E.A
8" PED	0 E.A
10" PED	0 E.A
AERIAL TERMINAL	0 E.A

AERIAL FOOTAGE DETAILS	
NEW 6M STRAND	0' L.F
ELASHING	0' L.F
NO LASHING	0' L.F
TOTAL	0' L.F

DATE CREATED: 02/21/2025

DATE REVISED:

DRAWN BY: JUSTIN ALBRITTON



COMPANY: WINDSTREAM

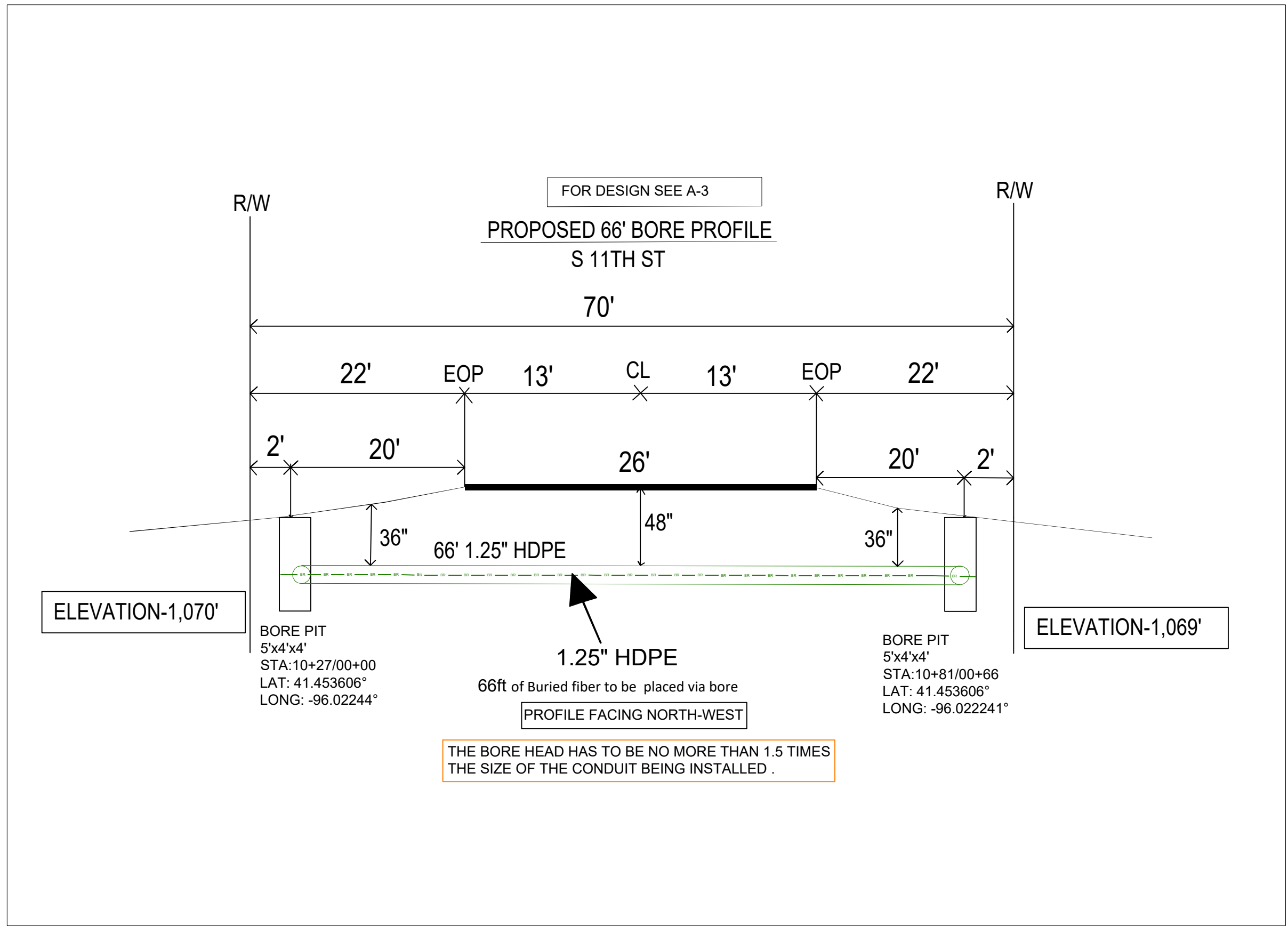
SYSTEM: FORT CALHOUN_NE

PROJECT NUMBER: 749542050

DESCRIPTION:
 RDOF3964
 FTCLNE1A1_SERVING_AREA


SHEET: **A-3(1)**

CYIENT INC



THE BORE HEAD HAS TO BE NO MORE THAN 1.5 TIMES THE SIZE OF THE CONDUIT BEING INSTALLED .

ENG MANAGER JUSTIN ALBRITTON
 JUSTIN.ALBRITTON@CYIENT.COM
 CONTACT:469-790-3069

 DIG ALERT: 811,KNOW WHAT'S BELOW,PLEASE CALL BEFORE YOU DIG

FOR THE PURPOSE OF PROVIDING FIBER OPTIC CABLE FOR INTERNET ACCESS

UG FOOTAGE DETAILS	
DESCRIPTION	FOOTAGE
BORE IN 1.25" CONDUIT	0' L.F
DIRECT BURIED	0' L.F
TRENCH	0' L.F
DRY BORE	0' L.F
TOTAL	0' L.F

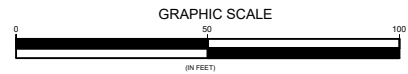
STRUCTURE DETAILS	
6" PED	0 E.A
8" PED	0 E.A
10" PED	0 E.A
AERIAL TERMINAL	0 E.A

AERIAL FOOTAGE DETAILS	
NEW 6M STRAND	0' L.F
ELASHING	0' L.F
NO LASHING	0' L.F
TOTAL	0' L.F

DATE CREATED: 02/21/2025

DATE REVISED:

DRAWN BY: JUSTIN ALBRITTON



COMPANY: WINDSTREAM

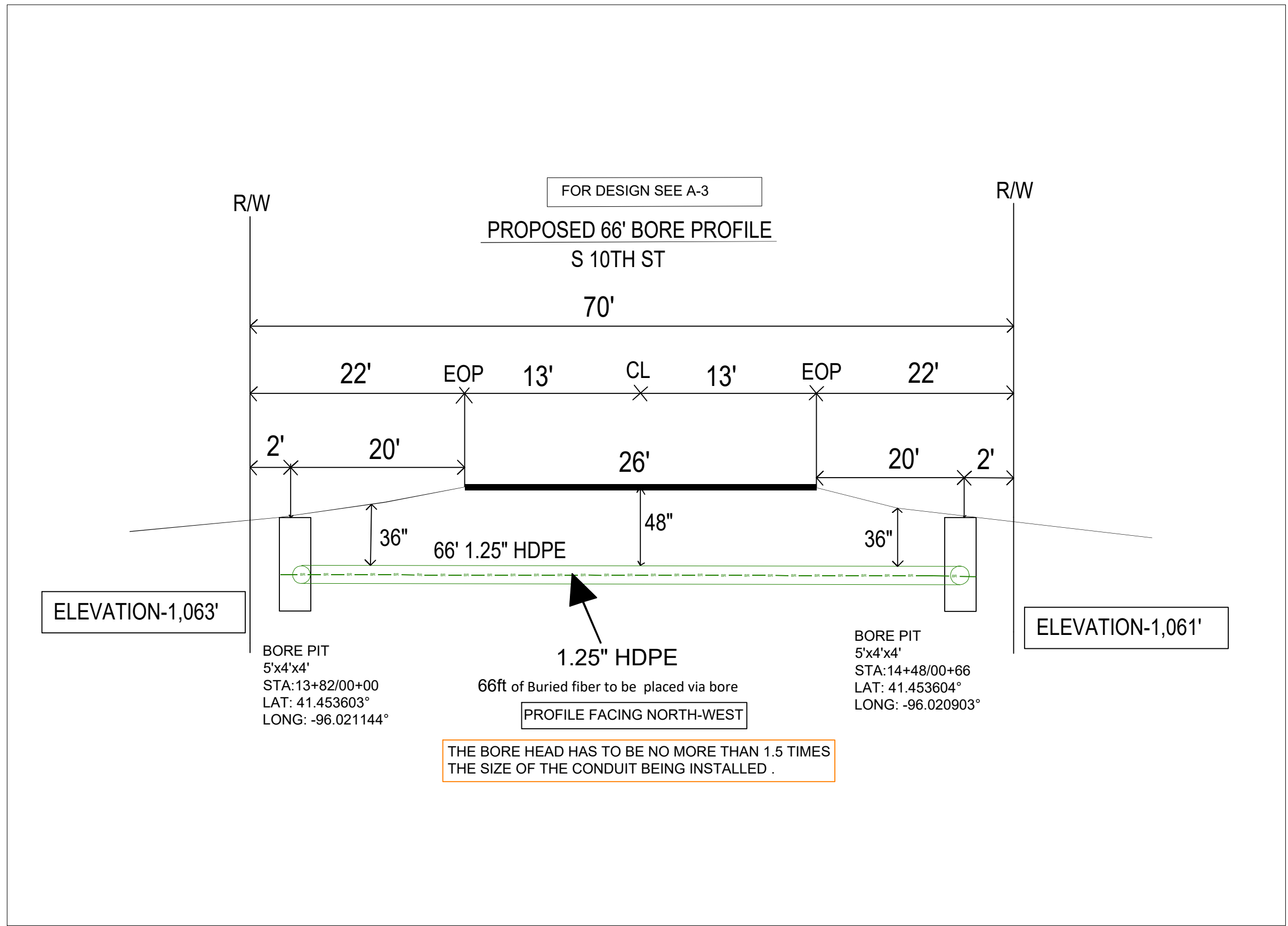
SYSTEM: FORT CALHOUN_NE

PROJECT NUMBER: 749542050

DESCRIPTION:
 RDOF3964
 FTCLNE1A1_SERVING_AREA


SHEET: **A-3(2)**

CYIENT INC



THE BORE HEAD HAS TO BE NO MORE THAN 1.5 TIMES THE SIZE OF THE CONDUIT BEING INSTALLED .

ENG MANAGER JUSTIN ALBRITTON
 JUSTIN.ALBRITTON@CYIENT.COM
 CONTACT: 469-790-3069

 DIG ALERT: 811, KNOW WHAT'S BELOW, PLEASE CALL BEFORE YOU DIG

FOR THE PURPOSE OF PROVIDING FIBER OPTIC CABLE FOR INTERNET ACCESS

UG FOOTAGE DETAILS	
DESCRIPTION	FOOTAGE
BORE IN 1.25" CONDUIT	0' L.F
DIRECT BURIED	0' L.F
TRENCH	0' L.F
DRY BORE	0' L.F
TOTAL	0' L.F

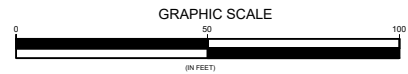
STRUCTURE DETAILS	
6" PED	0 E.A
8" PED	0 E.A
10" PED	0 E.A
AERIAL TERMINAL	0 E.A

AERIAL FOOTAGE DETAILS	
NEW 6M STRAND	0' L.F
ELASHING	0' L.F
NO LASHING	0' L.F
TOTAL	0' L.F

DATE CREATED: 02/21/2025

DATE REVISED:

DRAWN BY: JUSTIN ALBRITTON



COMPANY: WINDSTREAM

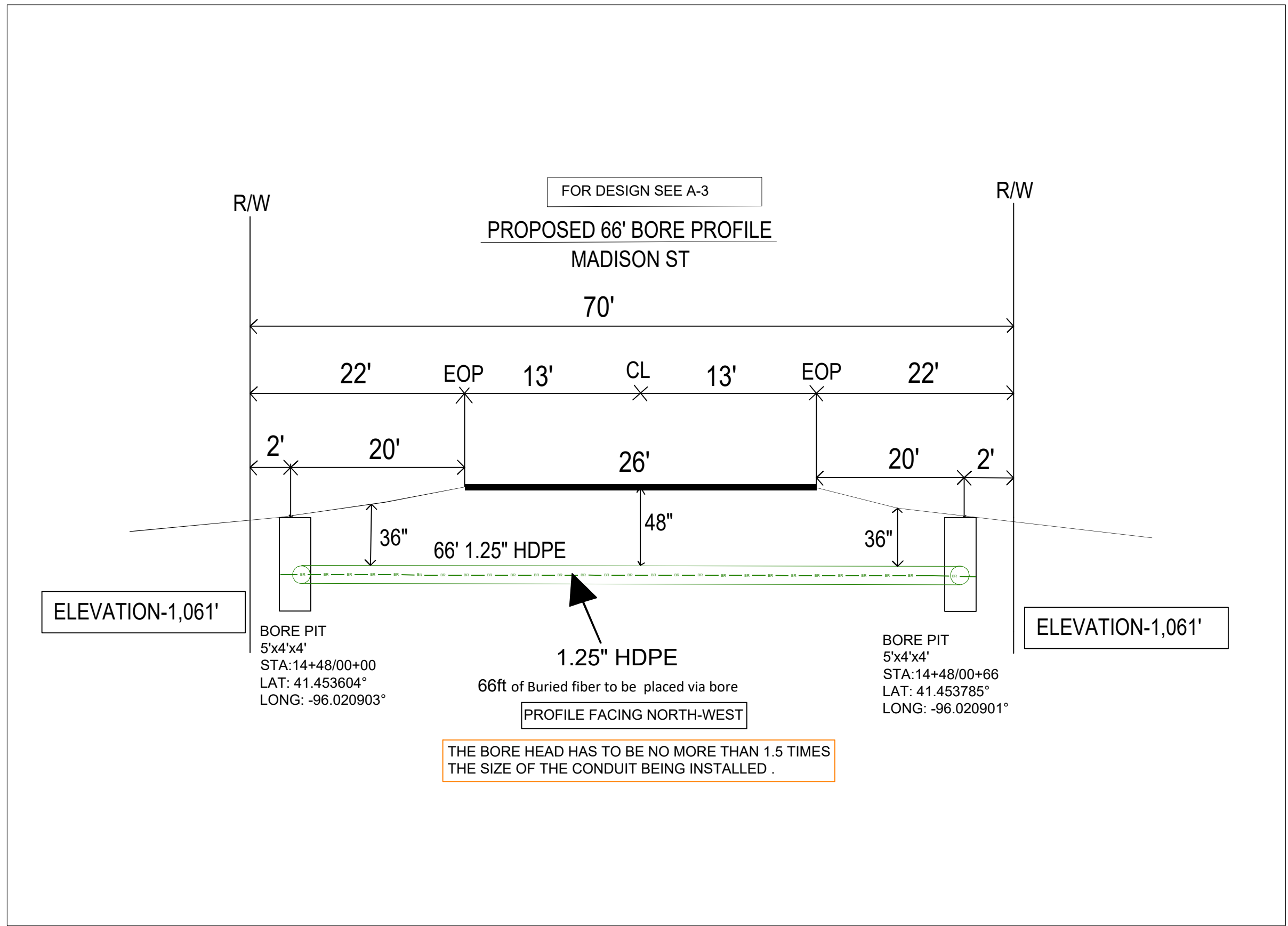
SYSTEM: FORT CALHOUN_NE

PROJECT NUMBER: 749542050


DESCRIPTION:
 RDOF3964
 FTCLNE1A1_SERVING_AREA

SHEET: **A-3(3)**

CYIENT INC



ENG MANAGER JUSTIN ALBRITTON
 JUSTIN.ALBRITTON@CYIENT.COM
 CONTACT:469-790-3069

 DIG ALERT: 811,KNOW WHAT'S BELOW,PLEASE CALL BEFORE YOU DIG

FOR THE PURPOSE OF PROVIDING FIBER OPTIC CABLE FOR INTERNET ACCESS

UG FOOTAGE DETAILS	
DESCRIPTION	FOOTAGE
BORE IN 1.25" CONDUIT	429' L.F
DIRECT BURIED	260' L.F
TRENCH	0' L.F
DRY BORE	0' L.F
TOTAL	689' L.F

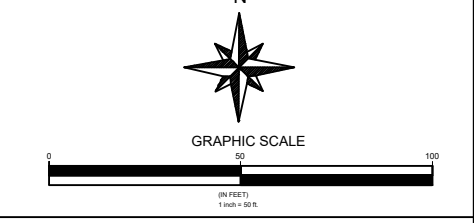
STRUCTURE DETAILS	
6" PED	0 E.A
8" PED	1 E.A
10" PED	0 E.A
AERIAL TERMINAL	0 E.A

AERIAL FOOTAGE DETAILS	
NEW 6M STRAND	0' L.F
ELASHING	0' L.F
NO LASHING	0' L.F
TOTAL	0' L.F

DATE CREATED: 02/21/2025

DATE REVISED:

DRAWN BY: JUSTIN ALBRITTON



COMPANY: WINDSTREAM

SYSTEM: FORT CALHOUN NE

PROJECT NUMBER: 749542050

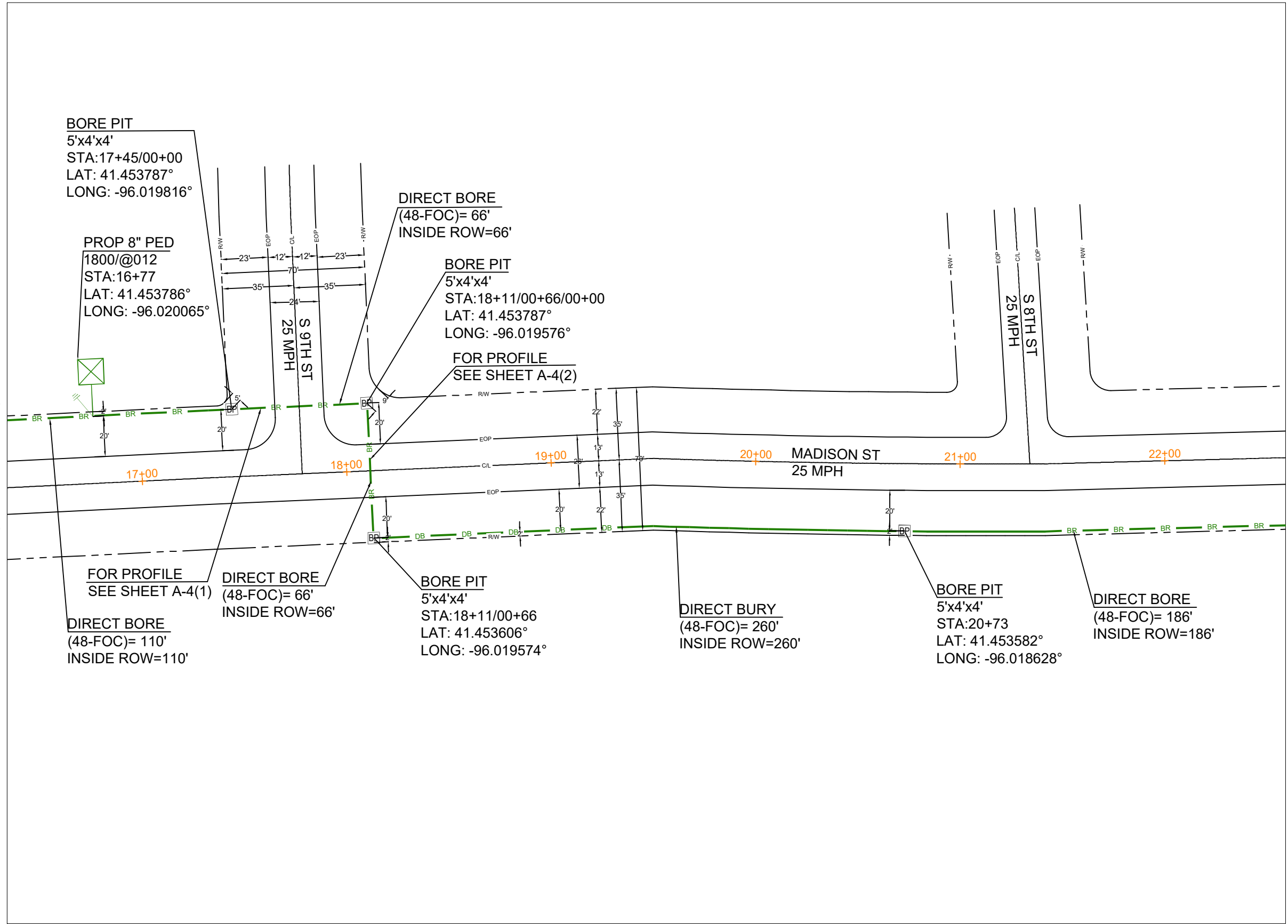
DESCRIPTION:
 RDOF3964
 FTCLNE1A1_SERVING_AREA

SHEET: **A-4**


CYIENT INC

A-3 (STA: 16+34)

A-5 (STA: 22+59)



ENG MANAGER JUSTIN ALBRITTON
 JUSTIN.ALBRITTON@CYIENT.COM
 CONTACT:469-790-3069

 DIG ALERT: 811,KNOW WHAT'S BELOW,PLEASE CALL BEFORE YOU DIG

FOR THE PURPOSE OF PROVIDING FIBER OPTIC CABLE FOR INTERNET ACCESS

UG FOOTAGE DETAILS	
DESCRIPTION	FOOTAGE
BORE IN 1.25" CONDUIT	0' L.F
DIRECT BURIED	0' L.F
TRENCH	0' L.F
DRY BORE	0' L.F
TOTAL	0' L.F

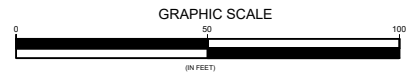
STRUCTURE DETAILS	
6" PED	0 E.A
8" PED	0 E.A
10" PED	0 E.A
AERIAL TERMINAL	0 E.A

AERIAL FOOTAGE DETAILS	
NEW 6M STRAND	0' L.F
ELASHING	0' L.F
NO LASHING	0' L.F
TOTAL	0' L.F

DATE CREATED: 02/21/2025

DATE REVISED:

DRAWN BY: JUSTIN ALBRITTON



COMPANY: WINDSTREAM

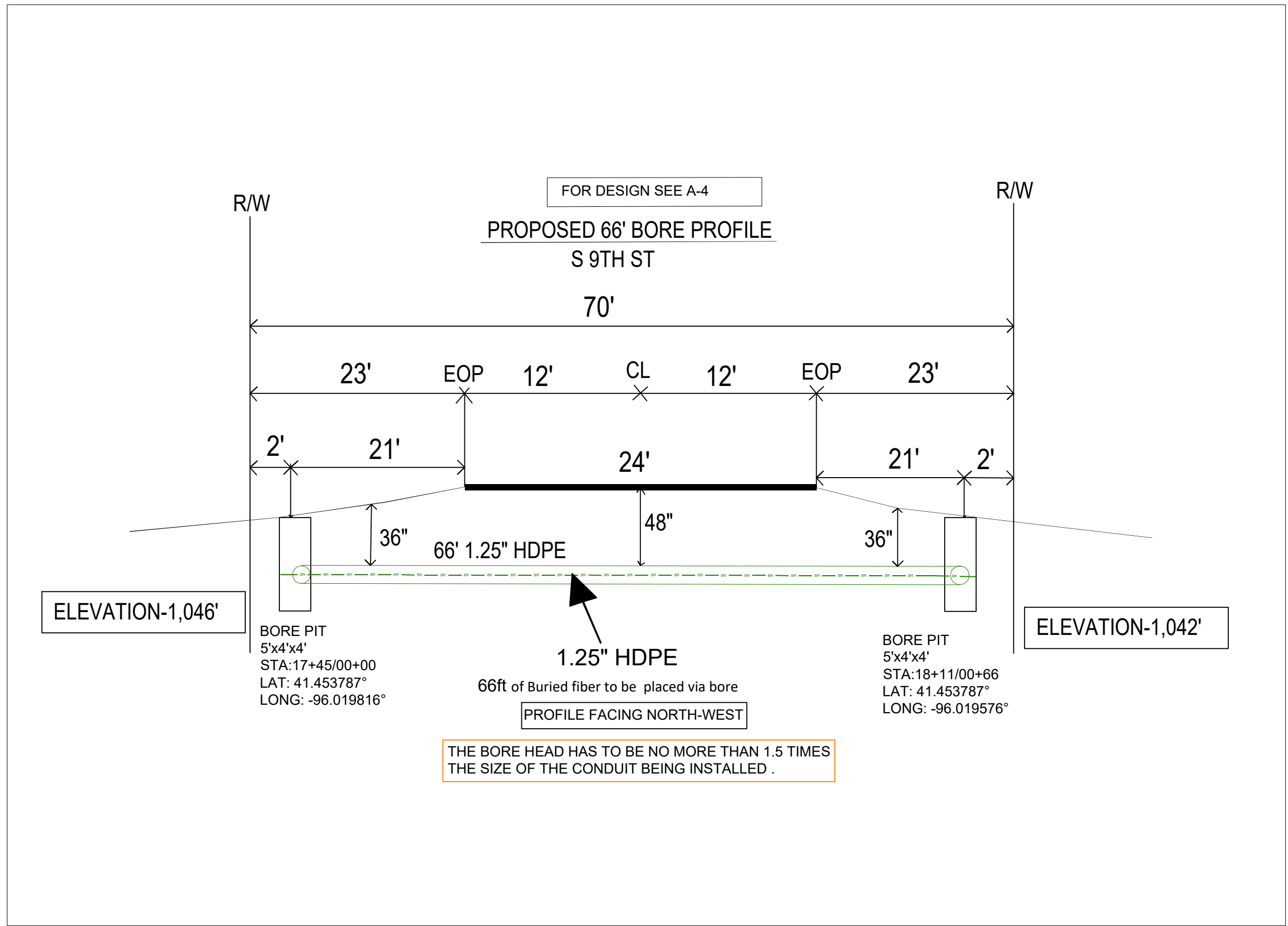
SYSTEM: FORT CALHOUN_NE

PROJECT NUMBER: 749542050

DESCRIPTION:
 RDOF3964
 FTCLNE1A1_SERVING_AREA


SHEET: **A-4(1)**

CYIENT INC



THE BORE HEAD HAS TO BE NO MORE THAN 1.5 TIMES THE SIZE OF THE CONDUIT BEING INSTALLED .

ENG MANAGER JUSTIN ALBRITTON
 JUSTIN.ALBRITTON@CYIENT.COM
 CONTACT:469-790-3069

 DIG ALERT: 811,KNOW WHAT'S BELOW,PLEASE CALL BEFORE YOU DIG

FOR THE PURPOSE OF PROVIDING FIBER OPTIC CABLE FOR INTERNET ACCESS

UG FOOTAGE DETAILS	
DESCRIPTION	FOOTAGE
BORE IN 1.25" CONDUIT	0' L.F
DIRECT BURIED	0' L.F
TRENCH	0' L.F
DRY BORE	0' L.F
TOTAL	0' L.F

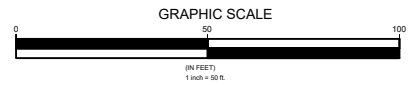
STRUCTURE DETAILS	
6" PED	0 E.A
8" PED	0 E.A
10" PED	0 E.A
AERIAL TERMINAL	0 E.A

AERIAL FOOTAGE DETAILS	
NEW 6M STRAND	0' L.F
ELASHING	0' L.F
NO LASHING	0' L.F
TOTAL	0' L.F

DATE CREATED: 02/21/2025

DATE REVISED:

DRAWN BY: JUSTIN ALBRITTON



COMPANY: WINDSTREAM

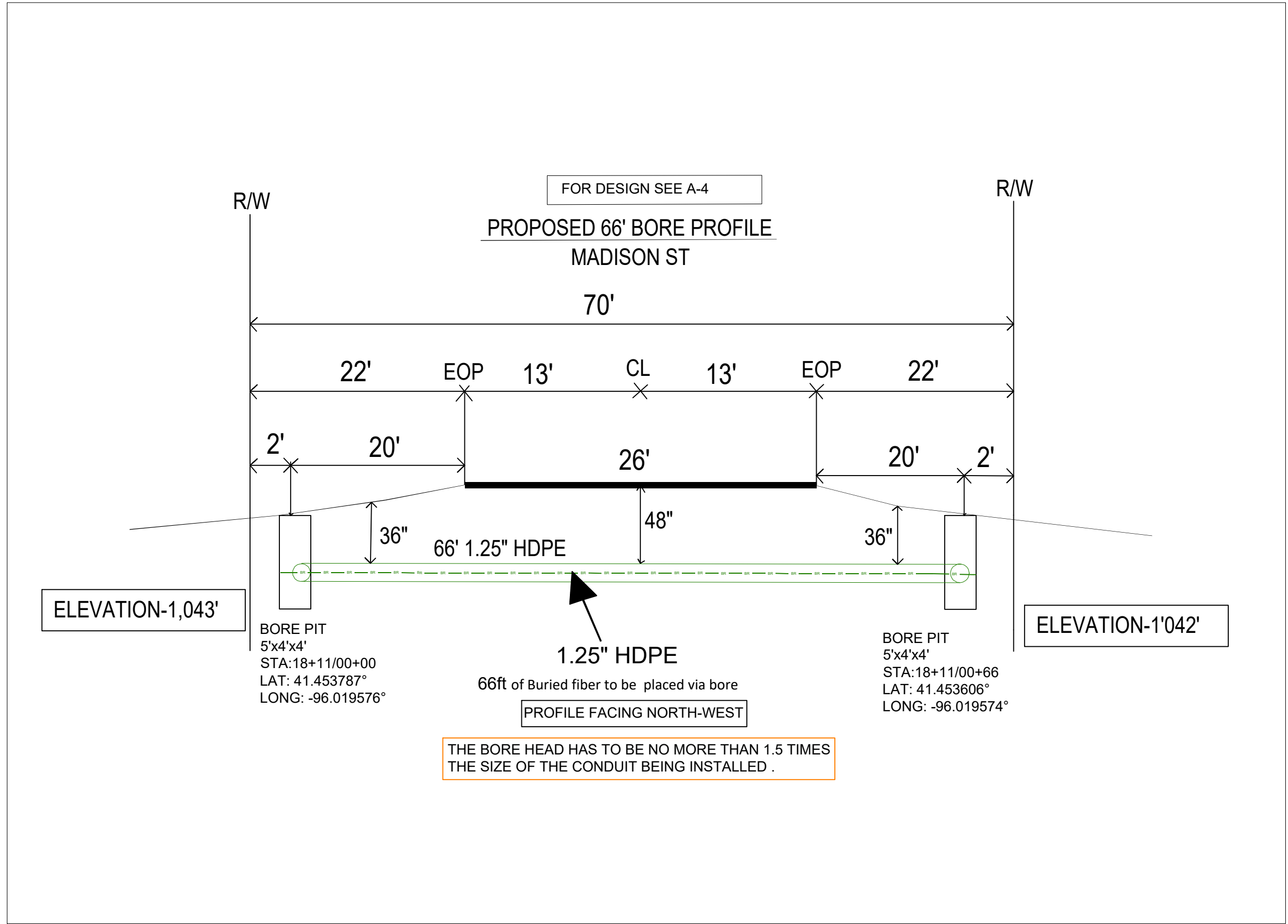
SYSTEM: FORT CALHOUN_NE

PROJECT NUMBER: 749542050

DESCRIPTION:
 RDOF3964
 FTCLNE1A1_SERVING_AREA

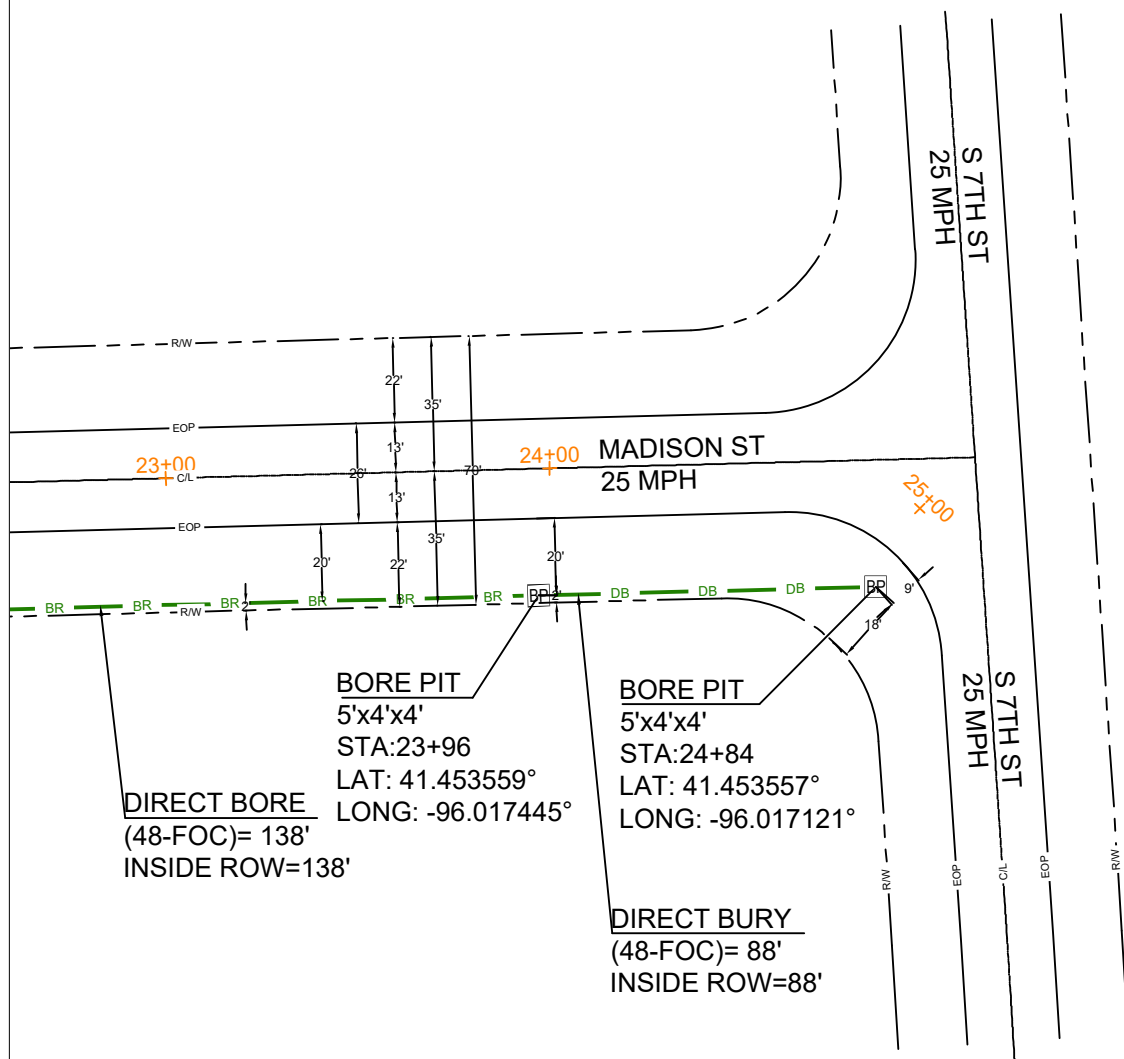
SHEET: **A-4(2)**

CYIENT INC




THE BORE HEAD HAS TO BE NO MORE THAN 1.5 TIMES THE SIZE OF THE CONDUIT BEING INSTALLED .

A-4 (STA: 22+59)



ENG MANAGER JUSTIN ALBRITTON
 JUSTIN.ALBRITTON@CYIENT.COM
 CONTACT:469-790-3069

 DIG ALERT: 811,KNOW WHAT'S BELOW,PLEASE CALL BEFORE YOU DIG

FOR THE PURPOSE OF PROVIDING FIBER OPTIC CABLE FOR INTERNET ACCESS

UG FOOTAGE DETAILS

DESCRIPTION	FOOTAGE
BORE IN 1.25" CONDUIT	138' L.F
DIRECT BURIED	88' L.F
TRENCH	0' L.F
DRY BORE	0' L.F
TOTAL	226' L.F

STRUCTURE DETAILS

6" PED	0 E.A
8" PED	0 E.A
10" PED	0 E.A
AERIAL TERMINAL	0 E.A

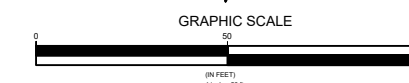
AERIAL FOOTAGE DETAILS

NEW 6M STRAND	0' L.F
ELASHING	0' L.F
NO LASHING	0' L.F
TOTAL	0' L.F

DATE CREATED: 02/21/2025

DATE REVISED:

DRAWN BY: JUSTIN ALBRITTON



COMPANY: WINDSTREAM

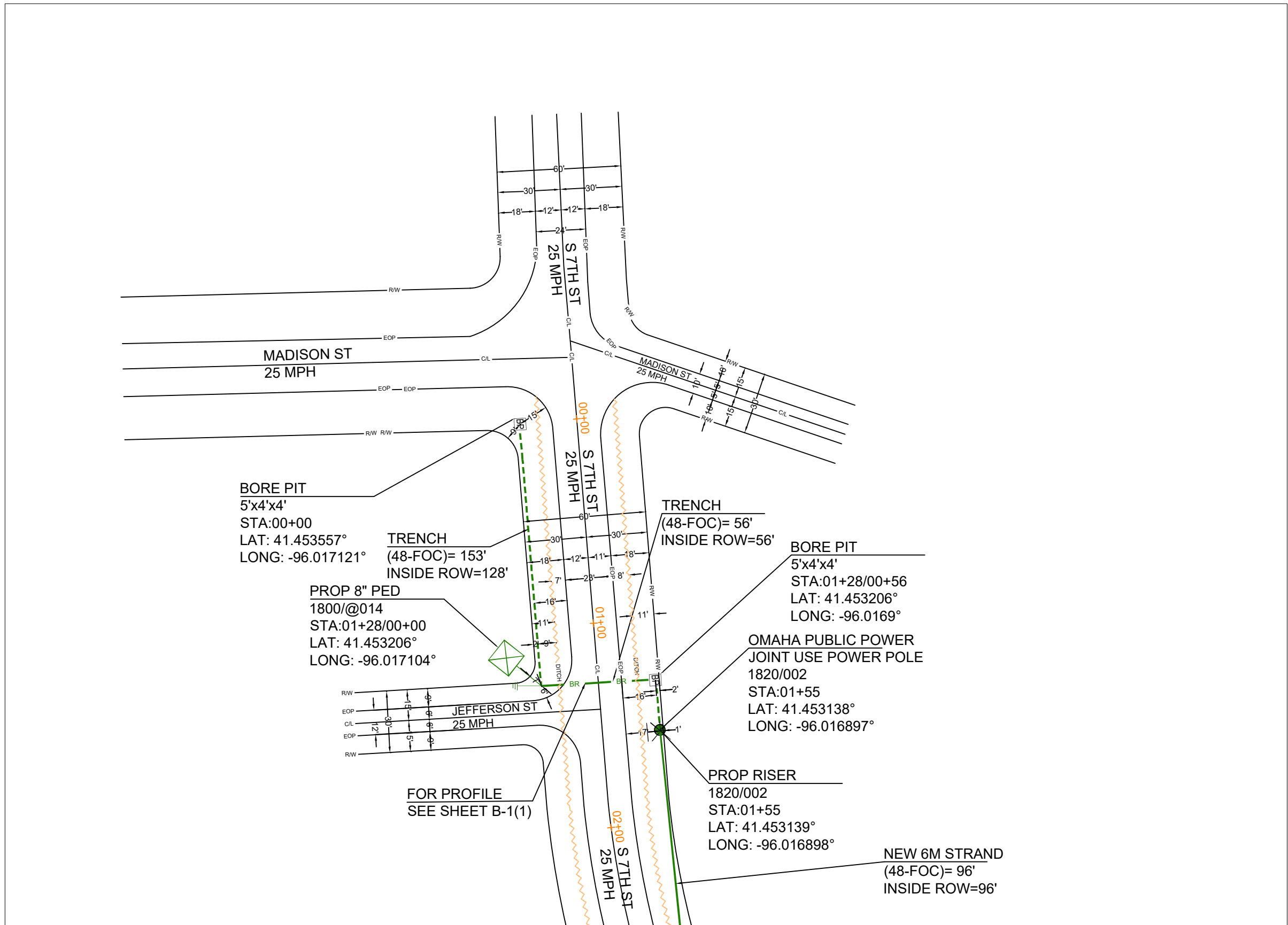
SYSTEM: FORT CALHOUN NE

PROJECT NUMBER: 749542050

DESCRIPTION:
 RDOF3964
 FTCLNE1A1_SERVING_AREA

SHEET: A-5

CYIENT INC



B-2 (STA: 02+79)

ENG MANAGER JUSTIN ALBRITTON
 JUSTIN.ALBRITTON@CYIENT.COM
 CONTACT: 469-790-3069

DIG ALERT: 811, KNOW WHAT'S BELOW, PLEASE CALL BEFORE YOU DIG

FOR THE PURPOSE OF PROVIDING FIBER OPTIC CABLE FOR INTERNET ACCESS

UG FOOTAGE DETAILS

DESCRIPTION	FOOTAGE
BORE IN 1.25" CONDUIT	56' L.F
DIRECT BURIED	0' L.F
TRENCH	153' L.F
DRY BORE	0' L.F
TOTAL	209' L.F

STRUCTURE DETAILS

6" PED	0 E.A
8" PED	1 E.A
10" PED	0 E.A
AERIAL TERMINAL	0 E.A

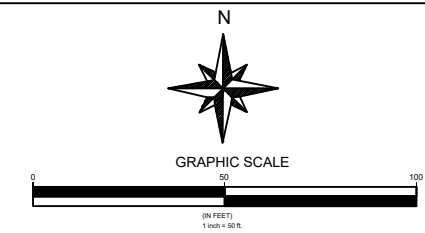
AERIAL FOOTAGE DETAILS

NEW 6M STRAND	96' L.F
ELASHING	0' L.F
NO LASHING	0' L.F
TOTAL	96' L.F

DATE CREATED: 02/21/2025

DATE REVISED:

DRAWN BY: JUSTIN ALBRITTON



COMPANY: WINDSTREAM

SYSTEM: FORT CALHOUN NE


PROJECT NUMBER: 749542050

DESCRIPTION:
 RDOF3964
 FTCLNE1A1_SERVING_AREA

SHEET: **B-1**

CYIENT INC

ENG MANAGER JUSTIN ALBRITTON
 JUSTIN.ALBRITTON@CYIENT.COM
 CONTACT: 469-790-3069

 DIG ALERT: 811, KNOW WHAT'S BELOW, PLEASE CALL BEFORE YOU DIG

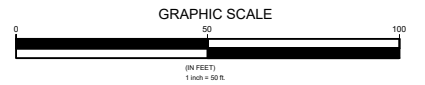
FOR THE PURPOSE OF PROVIDING FIBER OPTIC CABLE FOR INTERNET ACCESS

UG FOOTAGE DETAILS	
DESCRIPTION	FOOTAGE
BORE IN 1.25" CONDUIT	0' L.F
DIRECT BURIED	0' L.F
TRENCH	0' L.F
DRY BORE	0' L.F
TOTAL	0' L.F

STRUCTURE DETAILS	
6" PED	0 E.A
8" PED	0 E.A
10" PED	0 E.A
AERIAL TERMINAL	0 E.A

AERIAL FOOTAGE DETAILS	
NEW 6M STRAND	0' L.F
ELASHING	0' L.F
NO LASHING	0' L.F
TOTAL	0' L.F

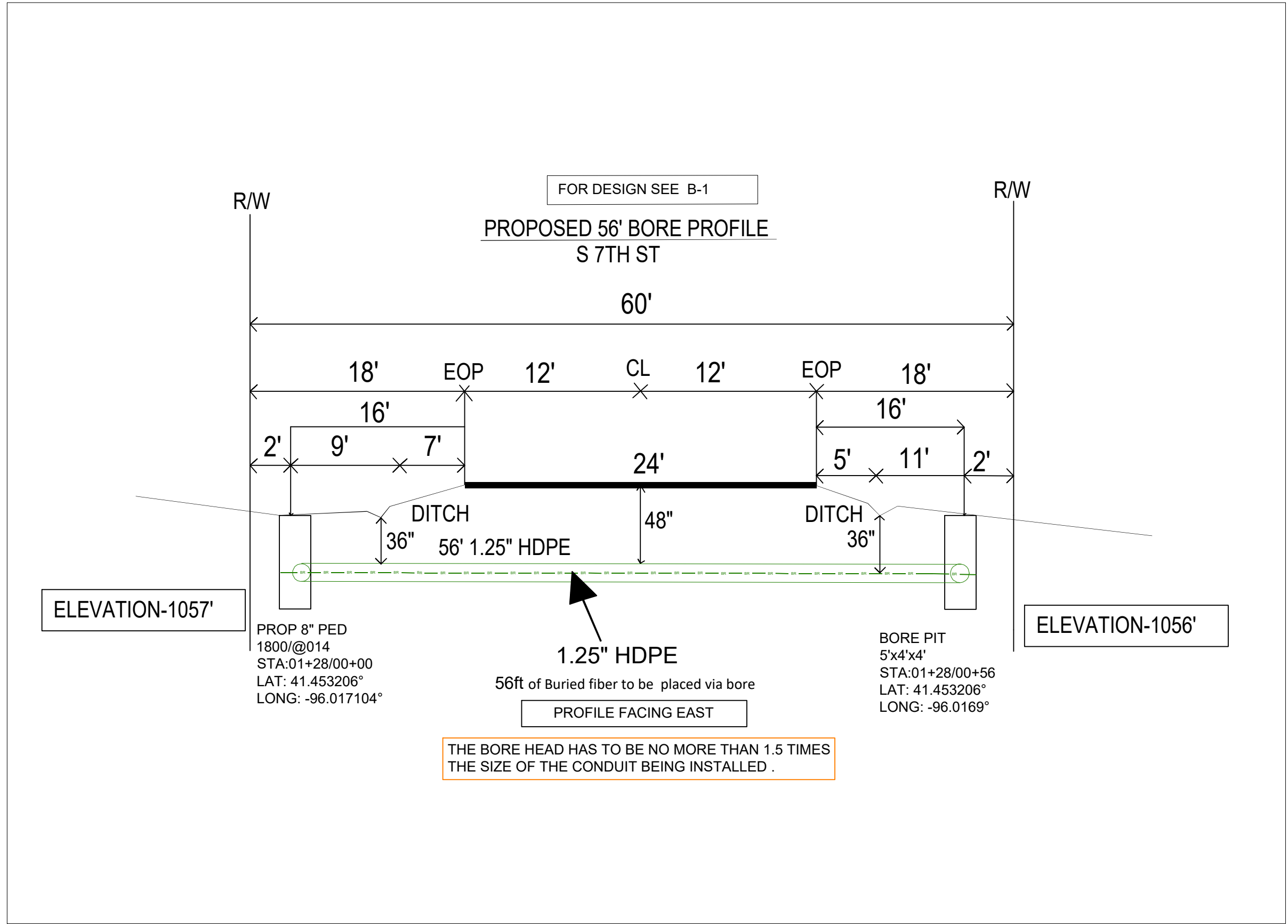
DATE CREATED: 02/21/2025
 DATE REVISED:
 DRAWN BY: JUSTIN ALBRITTON



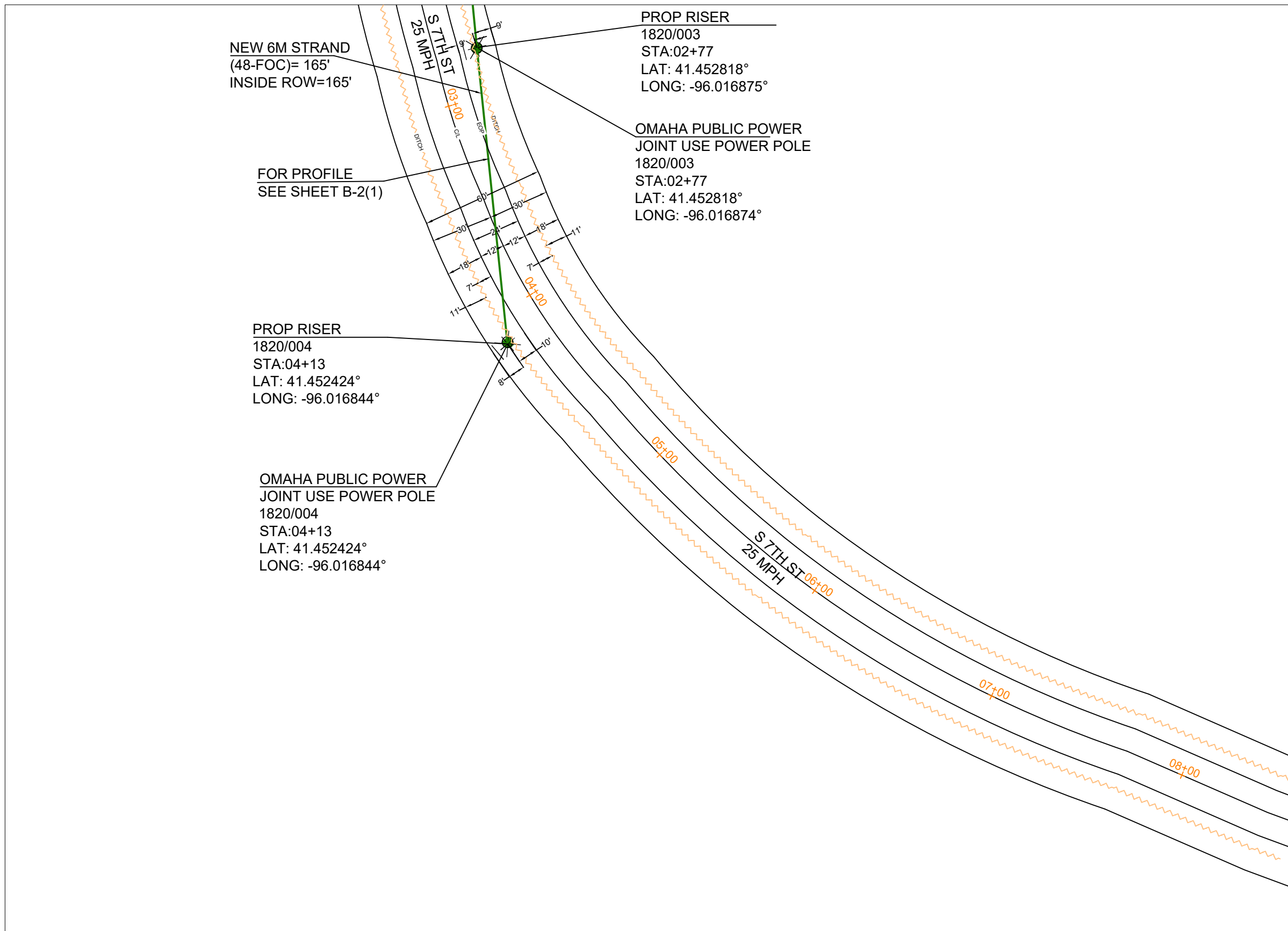
COMPANY: WINDSTREAM
 SYSTEM: FORT CALHOUN_NE
 PROJECT NUMBER: 749542050
 DESCRIPTION:
 RDOF3964
 FTCLNE1A1_SERVING_AREA

SHEET: **B-1(1)**

CYIENT INC



B-1 (STA: 02+79)



NEW 6M STRAND
(48-FOC)= 165'
INSIDE ROW=165'

FOR PROFILE
SEE SHEET B-2(1)

PROP RISER
1820/004
STA:04+13
LAT: 41.452424°
LONG: -96.016844°

OMAHA PUBLIC POWER
JOINT USE POWER POLE
1820/004
STA:04+13
LAT: 41.452424°
LONG: -96.016844°

PROP RISER
1820/003
STA:02+77
LAT: 41.452818°
LONG: -96.016875°

OMAHA PUBLIC POWER
JOINT USE POWER POLE
1820/003
STA:02+77
LAT: 41.452818°
LONG: -96.016874°

ENG MANAGER JUSTIN ALBRITTON
JUSTIN.ALBRITTON@CYIENT.COM
CONTACT:469-790-3069

DIG ALERT: 811,KNOW WHAT'S BELOW,PLEASE CALL BEFORE YOU DIG

FOR THE PURPOSE OF PROVIDING FIBER OPTIC CABLE FOR INTERNET ACCESS

UG FOOTAGE DETAILS	
DESCRIPTION	FOOTAGE
BORE IN 1.25" CONDUIT	0' L.F
DIRECT BURIED	0' L.F
TRENCH	0' L.F
DRY BORE	0' L.F
TOTAL	0' L.F

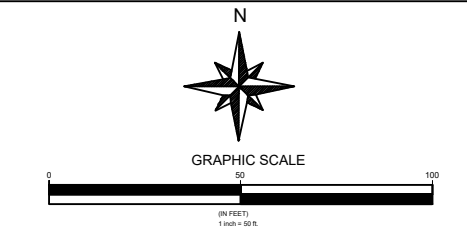
STRUCTURE DETAILS	
6" PED	0 E.A
8" PED	0 E.A
10" PED	0 E.A
AERIAL TERMINAL	0 E.A

AERIAL FOOTAGE DETAILS	
NEW 6M STRAND	165' L.F
ELASHING	0' L.F
NO LASHING	0' L.F
TOTAL	165' L.F

DATE CREATED: 02/21/2025

DATE REVISED:

DRAWN BY: JUSTIN ALBRITTON



COMPANY: WINDSTREAM

SYSTEM: FORT CALHOUN NE

PROJECT NUMBER: 749542050

DESCRIPTION:
RDOF3964
FTCLNE1A1_SERVING_AREA

SHEET: **B-2**

CYIENT INC

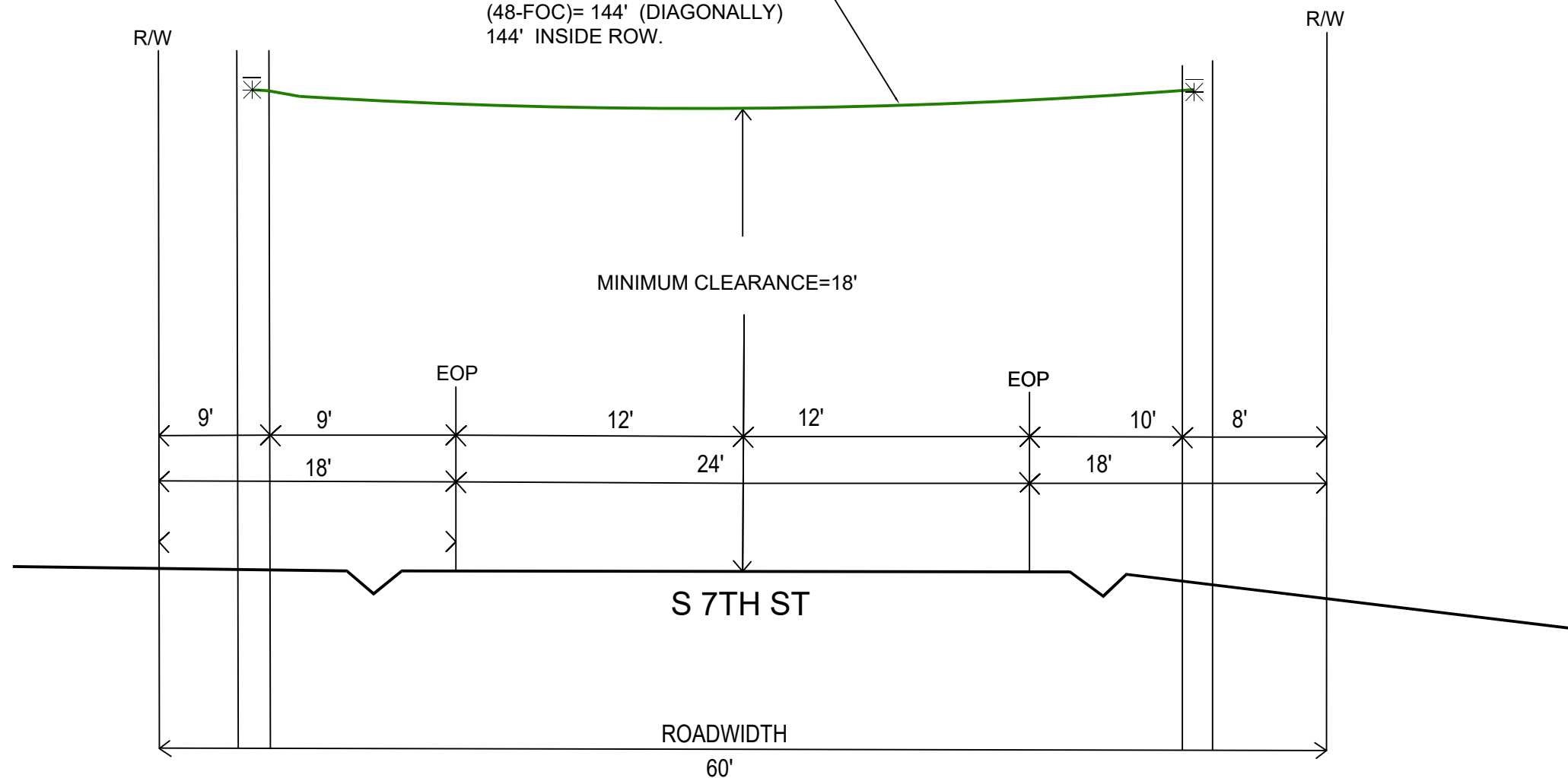
OMAHA PUBLIC POWER
JOINT USE POWER POLE
1820/003
STA:02+77
LAT: 41.452818°
LONG: -96.016874°

SEE DESIGN ON B-2

S 7TH ST

OMAHA PUBLIC POWER
JOINT USE POWER POLE
1820/004
STA:04+14
LAT: 41.452422°
LONG: -96.016844°

EXISTING STRAND
(48-FOC)= 144' (DIAGONALLY)
144' INSIDE ROW.



ELEVATION-1,052'

PROFILE FACING SOUTH-WEST

ELEVATION-1,048'

ENG MANAGER JUSTIN ALBRITTON
JUSTIN.ALBRITTON@CYIENT.COM
CONTACT:469-790-3069

DIG ALERT: 811,KNOW WHAT'S BELOW,PLEASE CALL BEFORE YOU DIG

FOR THE PURPOSE OF PROVIDING FIBER OPTIC CABLE FOR INTERNET ACCESS

UG FOOTAGE DETAILS

DESCRIPTION	FOOTAGE
BORE IN 1.25" CONDUIT	0' L.F
DIRECT BURIED	0' L.F
TRENCH	0' L.F
DRY BORE	0' L.F
TOTAL	0' L.F

STRUCTURE DETAILS

6" PED	0 E.A
8" PED	0 E.A
10" PED	0 E.A
AERIAL TERMINAL	0 E.A

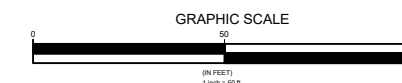
AERIAL FOOTAGE DETAILS

NEW 6M STRAND	0' L.F
ELASHING	0' L.F
NO LASHING	0' L.F
TOTAL	0' L.F

DATE CREATED: 02/21/2025

DATE REVISED:

DRAWN BY: JUSTIN ALBRITTON



COMPANY: WINDSTREAM

SYSTEM: FORT CALHOUN_NE

PROJECT NUMBER: 749542050

DESCRIPTION:
RDOF3964
FTCLNE1A1_SERVING_AREA

SHEET: B-2(1)

CYIENT INC

Citizen Agenda Item

Anyone wishing to request an agenda item or offer comments or concerns about City matters are asked to complete this form and return it to the Fort Calhoun City Hall, 110 S 14th Street, by 9:00 A.M. on Thursday prior to the City Council meeting (if the Thursday prior to the City Council meeting is a holiday, the deadline is Wednesday at 9:00 A.M.).

*Any documents you wish the Council to consider must be submitted with this form.

For the meeting date of: May 19th, 2025

Agenda item title: _____

Please clearly state your comment or concern: Adding 450 gallon fuel tank to property for mowing/snow removal business. Will be fenced in with lock to access. West side of shop.

Please state what action you would like the Council to take: _____

Does this item require the expenditure of funds? YES _____ NO

Name: Kate Hoefker

Address: 1013 Monroe St

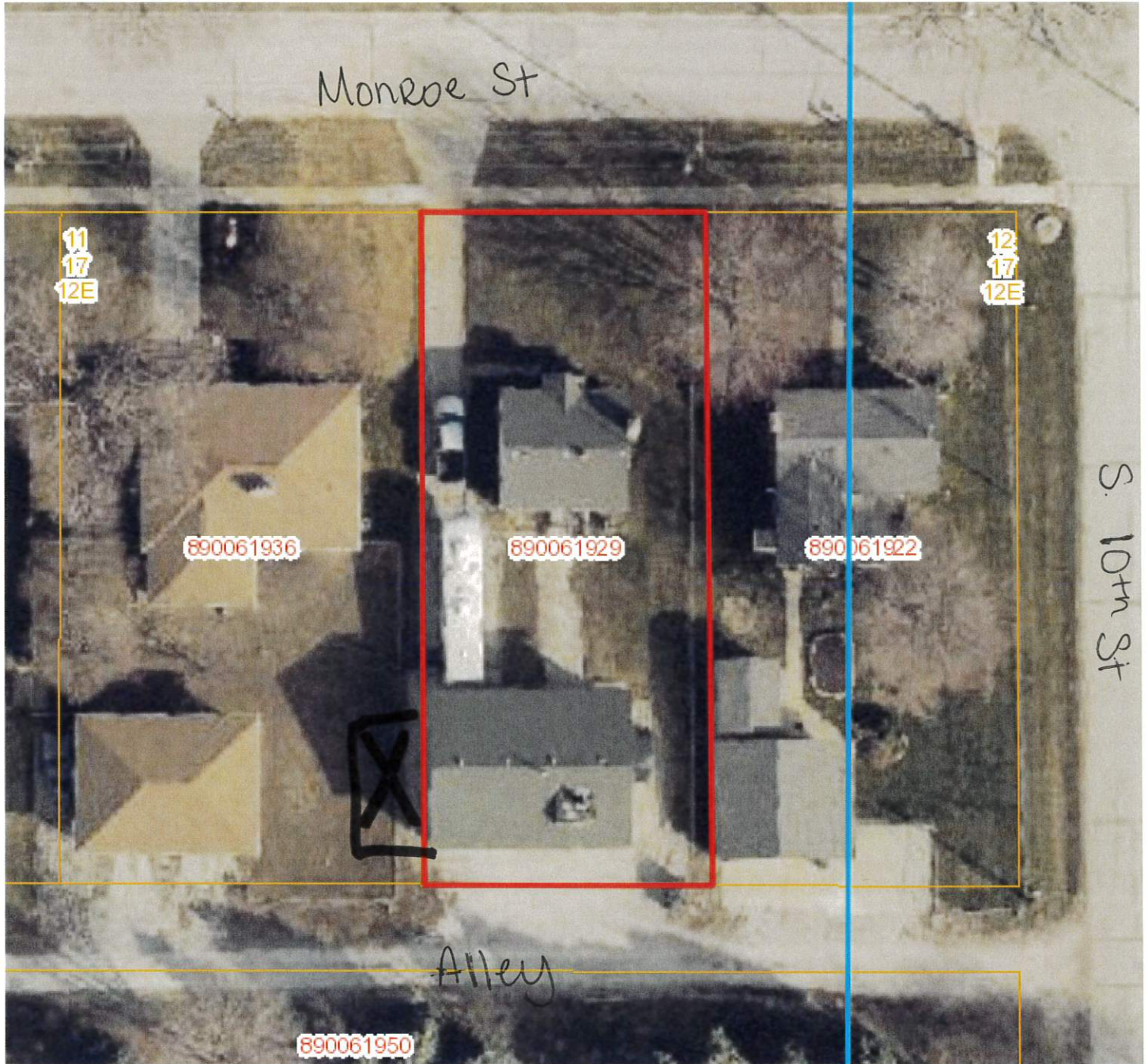
Telephone: 402.598.5808

This item may be referred to a committee for a recommendation to the City Council.

Referred to _____ Committee.

Action Taken: _____

Completed by: _____ Date: _____



Request for funding support from the City of Fort Calhoun for the 2025 Lewis and Clark Trail Tourism Program



- The 501c3 nonprofit Friends of Lewis and Clark Bicentennial greatly appreciate the past support of the City of Fort Calhoun for the Lewis and Clark Trail tourism marketing program.

- Thanks to your support, Friends of Lewis and Clark Bicentennial printed 25,000 full-color brochures and 6,000 auto tour sheets in 2024 promoting Fort Atkinson State Historical Park, Fort Calhoun's Washington County Museum and the Frahm House to visitors across Nebraska, Iowa and southeast South Dakota.



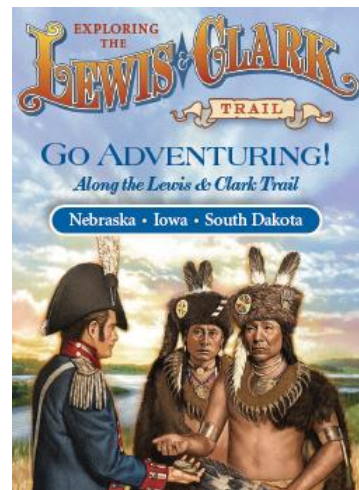
- The Executive Board of the Friends of Lewis and Clark Bicentennial Foundation has agreed to dissolve their 501c3 foundation and transfer the Lewis and Clark Trail Great Plains tourism program to the 501c3 Missouri River Basin Lewis and Clark Trail Center in Nebraska City.

- The Missouri River Basin Visitors Center has designated the ***Lewis And Clark Great Plains Tourism Fund*** to serve for the collection and disbursement of partnership tourism funding support that will continue the public educational outreach and Trail tourism mission first established by the Friends of Lewis and Clark Bicentennial.



The 2025 Lewis & Clark Great Plains Tourism program will include:

- ***Enlarging the brochure to 24" x 18" folding down to 4" x 9"***
- ***The new enlarged brochure will have more room for more photos***
- ***Printing and distributing 25,000 brochures and 6,000 auto tour sheets to en route visitors across 6 states from MO to MT.***
- ***Redesigning the Great Plains web pages beginning at LCMidMo.org to include more photos and hot-links to partners***
- ***Run Google Search ads and Facebook posts to guide more visitors to our website and our partners' websites***



2025 Tourism Request to the City of Fort Calhoun:

The Friends of Lewis and Clark Bicentennial *and* the Lewis and Clark Great Plains Tourism Fund request that the City of Fort Calhoun provide **\$1,500** for the 2025 Lewis and Clark Trail Great Plains tourism marketing program. Fort Calhoun's support will help fund a portion of the Lewis and Clark Great Plains' multi-state tourism marketing program that promotes Fort Calhoun and includes:

1) 2025 Redesigning, enlarging, printing and distributing 25,000 brochures and 6,000 auto tour sheets	\$ 13,654
2) 2025 Redesigning the Great Plains Internet pages	7,100
3) 2025 Internet Search Engine Optimization, Google Search Advertising, and website administration	7,120
4) 2025 Internet ads on Visit Omaha & Visit Nebraska linked to our website	<u>5,000</u>
Total 2025 Tourism Budget	\$ 32,874

Fort Calhoun will receive:

- Updated community descriptions in our brochures, tour and five webpages
- Promotion in 25,000 brochures and 6,000 tour sheets
- The City of Fort Calhoun will be recognized as a funding sponsor
- The *FortCalhoun.org/tourism* website will be listed on brochures and tour sheets
- The program's website will have multiple Internet hotlinks to *FortCalhoun.org/tourism*

Other program funding partners:

Nebraska Tourism Commission \$8,500, Lewis and Clark Trail Stewardship Endowment Grant \$7,500, Nebraska Game and Parks Commission \$4,500, Cass County Tourism \$2,500, Sarpy County Tourism \$2,500, Otoe County Visitors Committee \$1,500, Missouri River Basin Lewis and Clark Center \$1,500, Visit Omaha \$1,000, the Papio-Missouri NRD \$1,000, Fremont County IA Tourism Commission \$1,000, Missouri Valley IA Chamber \$500.

Thank you for your review and consideration!

*Lewis and Clark Great Plains Tourism Fund
PO Box 785 – Nebraska City, NE 68410 – LCMidMo.org*



Department of the Treasury
Internal Revenue Service
Tax Exempt and Government Entities
PO Box 2508
Cincinnati, OH 45201

MISSOURI RIVER BASIN LEWIS & CLARK
INTERPRETIVE TRAILS & VISITOR
CENTER FOUNDATION INC
PO BOX 785
NEBRASKA CITY, NE 68410

Date:
November 1, 2023
Employer ID number:
31-1674450
Form 990 required:
Yes
Person to contact:
Name: Ms. Green
ID number: 0195987

Dear Sir or Madam:

We're responding to your request dated September 26, 2023, about your tax-exempt status.

We issued you a determination letter in December 1999, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c)(3).

We also show you're not a private foundation as defined under IRC Section 509(a) because you're described in IRC Sections 509(a)(1) and 170(b)(1)(A)(vi).

Donors can deduct contributions they make to you as provided in IRC Section 170. You're also qualified to receive tax-deductible bequests, legacies, devises, transfers, or gifts under IRC Sections 2055, 2106, and 2522.

In the heading, we indicated whether you must file an annual information return. If you're required to file a return, you must file one of the following by the 15th day of the 5th month after the end of your annual accounting period.

- Form 990, Return of Organization Exempt From Income Tax
- Form 990-EZ, Short Form Return of Organization Exempt From Income Tax
- Form 990-N, Electronic Notice (e-Postcard) for Tax-Exempt Organizations Not Required to File Form 990 or Form 990EZ
- Form 990-PF, Return of Private Foundation or Section 4947(a)(1) Trust Treated as Private Foundation

According to IRC Section 6033(j), if you don't file a required annual information return or notice for 3 consecutive years, we'll revoke your tax-exempt status on the due date of the 3rd required return or notice.

You can get IRS forms or publications you need from our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions, call 877-829-5500 between 8 a.m. and 5 p.m., local time, Monday through Friday (Alaska and Hawaii follow Pacific time).

Thank you for your cooperation.

Sincerely,

Stephen A. Martin
Director, Exempt Organizations
Rulings and Agreements

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)	Construction	Paving District / Street Fund for City portion of work	Condemnation ruling was appealed, but city should have title to the property. Work on the OPPD relocates has been delayed. Precon is scheduled for May 19th and construction to begin in June.	Precon Meeting and Homeowner meeting is scheduled for May 19th	Work through appeal process.	Construction complete by fall.
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	Final pay app was complete.	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	Trail is complete.	Monitor warranty period.	None	None at this time.
Adams Street Plaza - Group B - Restroom and Shelter	131216.27	Post Construction	Sales Tax / Grants	Work is complete. Final warranty item is finishing the programming/calibration of the lights.	Finish lighting programming	None	None at this time.
Transportation Alternatives (TAP) Grant	220002.00 (General Engineering)	Design	Grant / Sales Tax	Design progress meeting was conducted with JEO and city staff.	None at this time.	None at this time.	None at this time.
Trail Extension Phase 3 & 4	230003.00	Post Construction	Grant / Sales Tax	Project is complete and in the warranty period.	Approve final change order and pay application.	Approve final change order and pay application.	None at this time.
Speed Study	220002.00 (General Engineering)	Contracting	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)	Bidding	GO Fund	Contract was awarded to Bett's Circle. Precon was conducted on May 12th. Construction is expected to begin on May 19th	Begin construction.	None	Construction this summer.
FLU Update	220002.00 (General Engineering)	Complete	GO Fund	Final FLU was adopted.	None	None	None



13478 Chandler Road
Omaha, Nebraska 68138-3716
402.556.2171 Fax 402.556.7831
www.thielegeotech.com

March 18, 2025

Mr. Lucas Billesbach
Embris
963 N 13th St
Fort Calhoun, NE 68023

**RE: PROPOSAL FOR MATERIAL TESTING SERVICES
2023 MONROE STREET EXTENSION, FORT CALHOUN, NE**

Dear Mr. Billesbach:

Enclosed is our proposal for material testing services on the referenced project. The accompanying proposal describes the testing services that will be provided, the applicable unit rates, and the contract terms.

Please review this proposal and confirm your acceptance at your earliest convenience by returning a signed copy to our office.

Thiele Geotech is an accredited laboratory as required by virtually all governing agencies and specifications. Thiele Geotech participates in the AASHTO re:source program and the Cement and Concrete Reference Laboratory (CCRL) program. Our laboratory accreditation covers numerous test methods for the analysis of soils, aggregates, concrete, masonry and asphalt testing. Thiele Geotech has nationwide approval (validation) by the Department of the Army Corps of Engineers to provide construction materials testing.

We look forward to working with you on this project. If you have any questions, please call.

Respectfully,
Thiele Geotech, Inc.

A handwritten signature in blue ink that reads 'Seth Yakel'.

Seth Yakel
Technical Project Manager

Enclosures
"R:\Proposal\Seth Yakel\2025\Monroe St Extension\Proposal - Testing.dotx"

**Proposal for Material Testing Services
Monroe Street Extension
110 South 14th Street
Fort Calhoun, Nebraska
March 18, 2025**

Thiele Geotech, Inc. is pleased to submit our proposal for material testing services for the referenced project. The following sections detail services that may be provided. A listing of applicable unit rates is attached in Exhibit A and the contract terms are attached in Exhibit B.

SCOPE OF SERVICES – MATERIALS TESTING

Material testing on this project may consist of the following services:

1. Observation of site stripping and proof-rolling
2. Compaction tests on structural fill and backfill
3. Compaction tests on pavement subgrades
4. Test concrete materials and make cylinders
5. Appurtenant laboratory tests on soil and concrete
6. Engineering consultation, reports, and project management

Test procedures, requirements, frequency, and locations will be as set forth in the plans and specifications or as directed by the Architect/Engineer or field representative. Testing will be conducted on an "on-call" basis.

ESTIMATED COST & BILLING

Material testing services will be billed at the unit rates listed in Exhibit A. Any tests not listed will be billed at our normal fee schedule rates in effect at the time of the test. Based on the number of tests in Exhibit A, the total cost for testing services is estimated at \$8,713.00. This cost estimate is not intended as a not-to-exceed or lump-sum cost. The number of tests performed is highly dependent upon numerous factors beyond our control, including weather conditions, the contractor's schedule and performance, and the amount of discretionary testing requested. Consequently, the actual cost may be higher or lower than the estimated cost. We will bill only for the tests actually performed, and not on any lump sum or minimum cost basis.

EXHIBITS

- Exhibit A - Unit Rate Schedule
- Exhibit B - General Conditions

THIELE GEOTECH, INC.

By: 

Name

jkankovsky@thielegeotech.com

13478 Chandler Road

Omaha, Nebraska 68138-3716

402/556-2171

CLIENT: _____

Signed By: _____ Date: _____

Name: _____

Email: _____

Address: _____

City, State: _____

Phone: _____

Accounts Payable Contact:

Accounts Payable Email:

COST ESTIMATE Monroe Street Extension

Description	Estimated Quantity	Unit Rate	Estimated Cost
Sanitary Sewer			
Compaction Test (ea.)	15.0	54.00	810.00
Trip Charge - Zone 1 Metro Area (/trip)	5.0	87.00	435.00
Paving			
Compaction Test (ea.)	10.0	54.00	540.00
Trip Charge - Zone 1 Metro Area (/trip)	5.0	87.00	435.00
Concrete Test Set (slump/air/temp/cast 4-4"x8" OR 3-6"x12"Cyl)	10.0	120.00	1,200.00
Compressive Strength of Cylinder (ea.)	40.0	26.00	1,040.00
Trip Charge - Zone 1 Metro Area (/trip)	15.0	87.00	1,305.00
Miscellaneous			
Senior Project Engineer (/hr.)	6.0	226.00	1,356.00
Project Setup Fee	1.0	77.00	77.00
Standard Proctor (ea.)	1.0	235.00	235.00
Modified Proctor (ea.)	1.0	260.00	260.00
Atterberg Limits (/set)	2.0	115.00	230.00
		Subtotal	7,923.00
Contingency			
discretionary tests, retests, and other tests not listed		10%	790.00
		Total	8,713.00

GENERAL CONDITIONS

1. SCOPE OF WORK: Thiele Geotech, Inc. (including its officers, directors, employees and subconsultants, hereafter referred to as TG) shall perform the services described in the contract and shall invoice the client for those services at the Fee Schedule rates. Any cost estimates stated in this contract shall not be considered as firm figures unless specifically stated in this contract. If unexpected site conditions are discovered, the scope of services may change. TG will provide additional services at the contract Fee Schedule rates.

2. ACCESS TO SITES, PERMITS, AND APPROVALS: The client shall furnish TG with right-of-access to the site in order to conduct the planned exploration. Unless otherwise agreed, the client will also secure all necessary permits, approvals, licenses, and consents necessary to the performance of the services hereunder. While TG will take reasonable precautions to minimize damage to the property, it is understood by the client that, in the normal course of work, some damage may occur, the restoration of which is not part of this agreement.

3. UTILITIES: In the performance of its work, TG will take reasonable precautions to avoid damage or injury to subsurface utilities or structures. This includes requesting locates of utility owned lines and services. The client agrees to identify the type and location of any privately owned subsurface utilities or structures. The client further agrees to hold TG harmless and indemnify TG for any claims, payments, or other liability, including attorney fees, incurred by TG for damage to any privately owned subsurface utilities or structures which are not correctly identified to TG.

4. UNANTICIPATED HAZARDOUS MATERIALS: It shall be the duty of the client to advise TG of any known or suspected hazardous substances which are or may be related to the services provided; such hazardous substances including but not limited to products, materials, or wastes which may exist on or near any premises upon which work is to be performed by TG. If TG observes or suspects the existence of hazardous materials during the course of providing services, TG may, at its option, suspend further work on the project and notify client of the conditions. Services will be resumed only after a renegotiation of scope of services and fees. In the event that such renegotiation cannot occur to the satisfaction of TG, TG may, at its option, terminate this contract. It is understood and agreed that TG does not create, generate, or at any time take possession or ownership of hazardous materials as a result of its exploration services.

5. REPORTS AND INVOICES: TG will furnish up to 3 copies of reports to the client. Additional copies will be provided at the expense of the client. TG may submit invoices to the client monthly and upon completion of services. Payment is due upon presentation of invoices and past due 30 days from the invoice date. Client agrees to pay a finance charge on past due invoices of 1.25 percent per month, but not exceeding the maximum rate allowed by law.

6. OWNERSHIP OF DOCUMENTS: All reports, boring logs, data, notes, calculations, estimates, and other documents prepared by TG as instruments of service shall remain the property of TG.

7. SAMPLE DISPOSAL: Unless otherwise agreed, test specimens or samples will be disposed immediately upon completion of the test.

8. CONFIDENTIALITY: TG will hold confidential all business or technical information obtained from the client or generated in the performance of services hereunder and identified in writing by the client as confidential. TG will not disclose such information without the client's consent except to the extent required for; 1) performance of services under this contract; 2) compliance with professional standards of conduct for preservation of public safety, health, and welfare; 3) compliance with any court order or other governmental directive; and/or 4) protection of TG against claims or liabilities arising from performance of services under this contract. TG's obligations hereunder shall not apply to information in the public domain or lawfully acquired on a non-confidential basis from others. TG's technical and pricing information are to be considered confidential and proprietary, and shall not be released or otherwise made available to any third party without the express written consent of TG.

9. STANDARD OF CARE: Services performed by TG under this contract will be conducted in a manner consistent with the level of care and skill

ordinarily exercised by members of the profession currently practicing under similar conditions. No other warranty, express or implied, is made or intended by the proposal for services or by furnishing oral or written reports of the findings made. The client recognizes that TG does not owe any fiduciary responsibility to the client. The client further recognizes that subsurface conditions may vary from those encountered at the location where borings, surveys, tests, or explorations are made by TG, and that the data, interpretations, and recommendations of TG are based solely upon the data available to TG. TG will be responsible for those data, interpretations, and recommendations, but shall not be responsible for the interpretation by others of the information developed.

10. LIMITATION OF LIABILITY: In recognition of the relative risks, rewards, and benefits to both the client and to TG, the risks have been allocated such that the client agrees to limit TG's liability to the client and all other parties claiming to have relied on TG's work provided through the client to \$50,000 or TG's total fee for services rendered on this project, whichever is greater. This limitation of liability is a business understanding between the parties voluntarily and knowingly entered into, and shall apply to all theories of recovery including, but not limited to, breach of contract, warranty, tort (including negligence), strict or statutory liability, or any other cause of action except for willful misconduct or gross negligence.

11. CONSEQUENTIAL DAMAGES: Neither party, including their respective contractors or subconsultants, shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages. This mutual waiver of consequential damages shall include, but is not limited to: loss of use, loss of profit, loss of business, loss of income, loss of reputation, and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract, and breach of strict or implied warranty.

12. CLAIMS: Client agrees that any claim for damages filed against TG by Client or any contractor or subcontractor hired directly or indirectly by Client will be filed solely against TG or its successors or assigns, and that no individual person shall be made personally liable for damages, in whole or in part. All claims by Client shall be deemed relinquished unless filed within one year after substantial completion of TG's services under this agreement.

13. TERMINATION: This contract may be terminated by either party upon 7 days prior written notice. In the event of termination, TG shall be compensated by client for all services performed up to and including the termination date and for the completion of such services and records as are necessary to place TG's files in order and/or protect its professional reputation. If either party terminates this contract, these General Conditions shall survive termination and shall remain enforceable between the parties.

14. DISPUTE RESOLUTION: In an effort to resolve any conflicts that arise during or following this project, the client and TG agree that all disputes between them arising out of or related to this agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise. The client and TG also agree to include a similar mediation provision in all agreements with independent contractors and consultants thereby providing for mediation as the primary method for dispute resolution for all parties on the project.

15. PRECEDENCE: These standards, terms, and conditions shall take precedence over any inconsistent or contradictory language contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding TG's services.

16. ASSIGNMENT: Neither party under this contract may transfer or assign any rights under or interests in this contract without the prior written consent of the other party.

17. PROVISIONS SEVERABLE: In the event that any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.



Bid Proposal for Fort Calhoun, NE AMI Upgrade

CITY OF FORT CALHOUN
Job Location: Fort Calhoun, NE
Bid Date: 03/13/2025 05:00 pm
Core & Main Bid #: 4076758

Core & Main
 10707 S 149th St
 Omaha, NE 68138
Phone: 4028966173
Fax: 4028966379

Seq#	Qty	Description	Units	Price	Ext Price
20		AMI HARDWARE			
40	1	M420B2 BASE STATION W/SPM-900	EA	37,746.98	37,746.98
60	1	L&S INSTALL OF ANTENNA	EA	19,863.02	19,863.02
				SUBTOTAL	57,610.00
80		RNI & SA SOFTWARE			
100	1	SENSUS SAAS RNI - SETUP FEE	EA	8,755.00	8,755.00
110	1	SENSUS ANALYTICS - SETUP FEE	EA	4,950.00	4,950.00
120	1	TRAINING - SENSUS AMI FLEXNET CORE EDUCATION - REMOTE	EA	3,000.00	3,000.00
130	1	SENSUS ANALYTICS - STANDARD INTEGRATIONS	EA	8,593.75	8,593.75
150		1ST YEAR ANNUAL SOFTWARE FEES			
160		3% INCREASE ANNUALLY			
170	1	SENSUS SAAS RNI - ANNUAL FEE	EA	10,270.00	10,270.00
180	1	SENSUS ANALYTICS - WATER - ANNUAL FEE	EA	10,270.00	10,270.00
				SUBTOTAL	45,838.75
190		PROJECT MANAGEMENT			
210	1	C&M PROJECT MANAGEMENT FEE	EA	5,000.00	5,000.00
				SUBTOTAL	5,000.00
				Sub Total	108,448.75
				Tax	0.00
				Total	108,448.75

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: <https://coreandmain.com/TandC/>

THIS BID MAY INCLUDE GLOBALLY SOURCED (IMPORTED) MATERIALS THAT ARE SUBJECT TO CHANGING TARIFFS. PRICES ARE SUBJECT TO CHANGE DUE TO POTENTIAL ADDITIONAL TARIFFS IMPOSED BY THE U.S. GOVERNMENT. IF IMPOSED, PRICES WILL INCREASE BY THE SAME PERCENTAGE AND WILL BE EFFECTIVE ON THE DATE THAT THE NEW TARIFFS ARE IMPLEMENTED. THESE ITEMS SHOULD BE PURCHASED WITH HASTE TO AVOID ANY ADDITIONAL RISING TARIFF COSTS.

FlexNet Design

Propagation Analysis

14838 - FORT CALHOUN CITY
OF-AM
Fort Calhoun, NE

RF Engineer: Joel Sedeski
Date: 2/4/2025
Version: 1

Proposed Site Details

Total Site Locations: 1
Total Base Station Counts: 1
M420B = 1

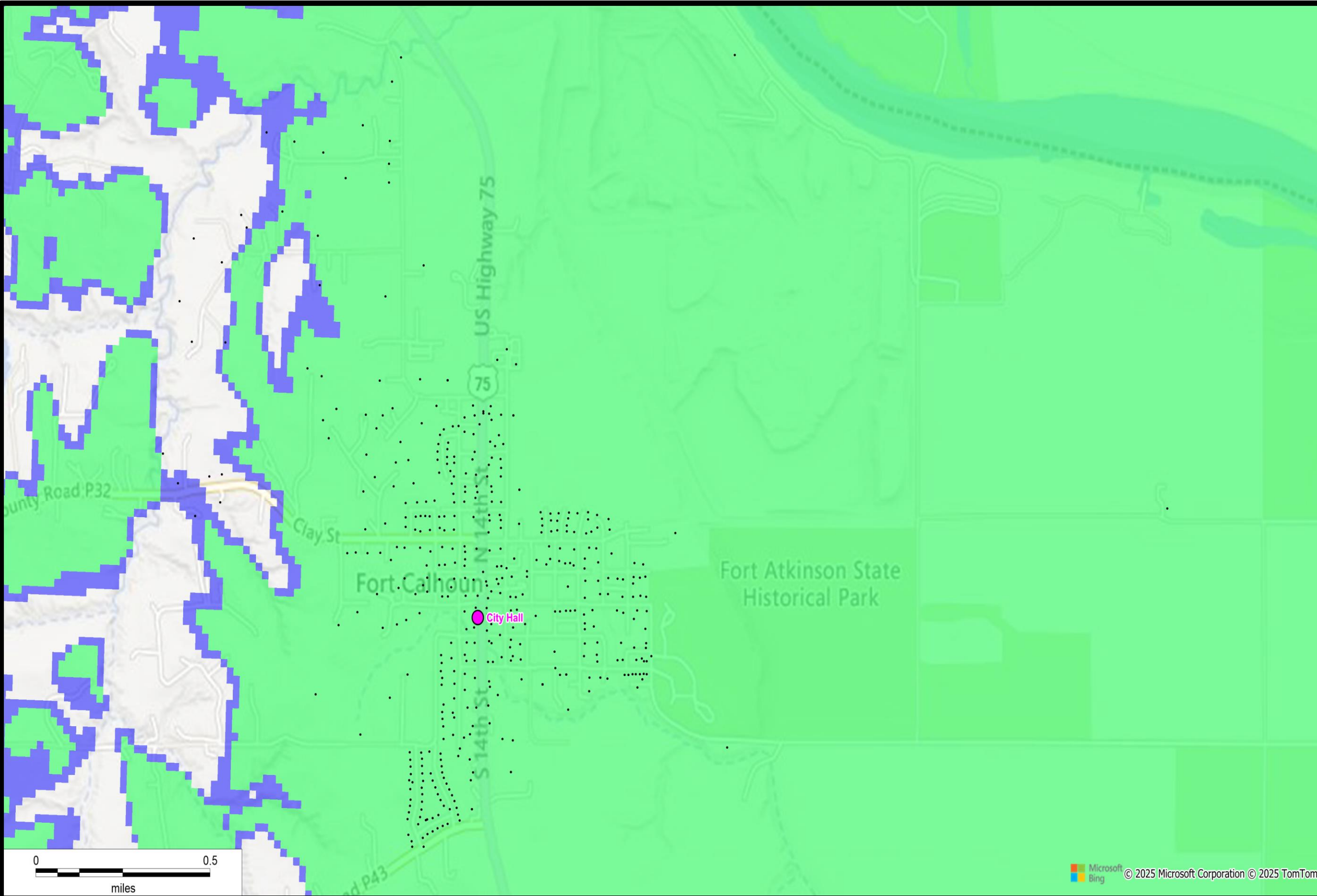
Design Factors

Flex Net Version: V1
Endpoint Type: Water
Smart point Location: Outdoor

	Count	%
Total Endpoints Covered	484	97.97%
2 Way Coverage	479	96.96%
1 Way Coverage	5	1.012%
Total Endpoints Analyzed	494	

LEGEND

- 2 Way Coverage
- 1 Way Coverage
- Site Location
- Endpoint Location



This propagation study is based on actual information provided by the utility pertaining to meter type, Smart point Location, potential antennae height on structure, structure height, and structure location. Any changes, deletions and/or additions that are not provided to the design engineers during the creation of this design may result in a study that does not correlate to actual field conditions.



FlexNet Design

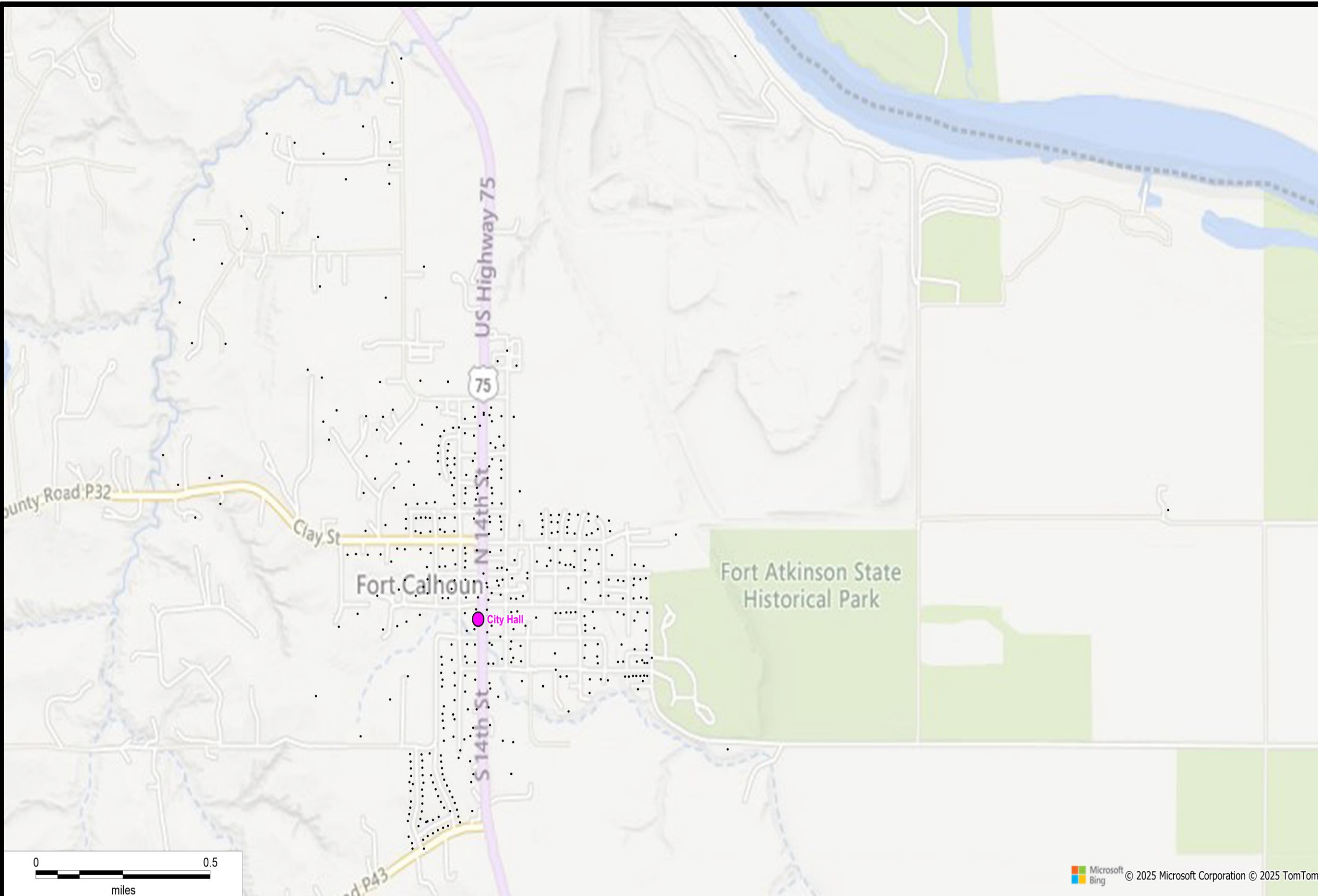
Base station and Meter Locations

14838 - FORT CALHOUN CITY
OF-AM
Fort Calhoun, NE

RF Engineer: Joel Sedeski

Date: 2/4/2025

Version: 1



LEGEND

- Site Location
- Endpoint Location



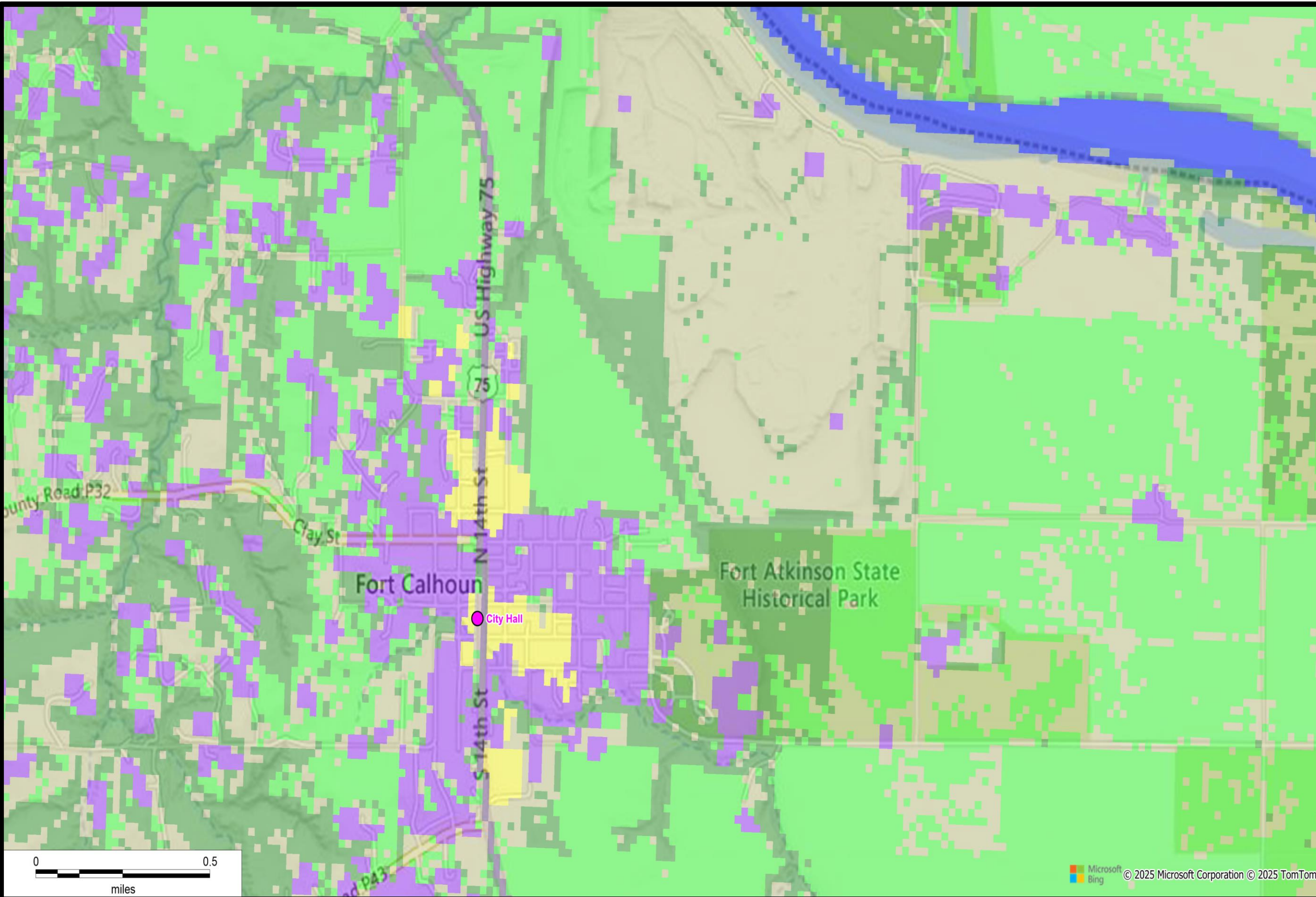
This propagation study is based on actual information provided by the utility pertaining to meter type, Smart point Location, potential antennae height on structure, structure height, and structure location. Any changes, deletions and/or additions that are not provided to the design engineers during the creation of this design may result in a study that does not correlate to actual field conditions.

FlexNet Design

Base station and Clutter

14838 - FORT CALHOUN CITY
OF-AM
Fort Calhoun, NE

RF Engineer: Joel Sedeski
Date: 2/4/2025
Version: 1



LEGEND

- Site Location
- Core Urban
- High Density Urban
- Urban
- Commercial Industrial
- Residential with Trees
- Residential with few Trees
- Airport
- Transportation
- Grassland Agriculture
- Open in Urban
- Open
- Seawater
- Rural
- Forested Dense Vegetation
- Marsh Wetland
- Inland Water

This propagation study is based on actual information provided by the utility pertaining to meter type, Smart point Location, potential antennae height on structure, structure height, and structure location. Any changes, deletions and/or additions that are not provided to the design engineers during the creation of this design may result in a study that does not correlate to actual field conditions.



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Adams St

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closed

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12th St

