CITY OF FREMONT
NEBRASKA PATHFINDERS

CITY COUNCIL MEETING
April 12, 2016
City Council Chambers 400 East Military, Fremont NE.
STUDY SESSION – 6:45 P.M.
REGULAR MEETING – 7:00 P.M.
AGENDA

REGULAR MEETING:

1. Meeting called to order

2. Roll call

3. Mayor comments

(There will be no discussion from the Council or the public regarding comments made by the Mayor. Should anyone have questions regarding the comments, please contact the Mayor after the meeting)

PUBLIC HEARINGS AND RELATED ACTION:

4. Public Hearing on Resolution to approve Class C Liquor License application for Las Fluentes (staff report)

5. Resolution to approve Class C Liquor License application for Las Fluentes (staff report)

6. Public Hearing on Resolution to approve new Liquor License Manager Application of Hy-Vee Food Store (staff report)

7. Resolution to approve new Liquor License Manager Application of Hy-Vee Food Store (staff report)

CONSENT AGENDA: *All items in the consent agenda are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Council Member or a citizen so requests, in which event the item will be removed from the consent agenda and considered separately.*

8. Dispense with and approve March 29, 2016 minutes

9. Approve March 30, 2016 – April 12, 2016 claims (staff report)

10. March Report of the Treasury (staff report)

11. Consideration of Cement/Asphalt/Excavation license applications (staff report)

12. Resolution to sign CenturyLink contract for long distance service (staff report)

13. Resolution to allow consumption of alcohol on City property (staff report)

14. Approve acknowledgement of the Tort Claim filed by Roberta Johnson (staff report)

15. Resolution for Steenblock Airport hangar (staff report)

16. Resolution authorizing execution of an Agreement for the Nebraska Department of Aeronautics for transfer of Non-Primary Entitlement Funds (staff report)

17. Resolution for use of Hormel Park for Nebraska Traditional Archers Spring Shoot and Annual Rendezvous (staff report)

18. Resolution to award bid to RDO-Mack for a purchase of a 2016 Mack tandem axle dump truck (staff report)

19. Resolution to award the bid from Platte Valley Equipment to replace a utility tractor with loader for $43,459 (staff report)

20. Resolution to allow the Mayor to sign the use agreement with the City of Omaha (staff report)

21. Resolution authorizing execution of an Agreement for the Nebraska Department of Aeronautics for transfer of Non-Primary Entitlement Funds (staff report)

22. Resolution Supplemental Agreement No. 2 to the Program Agreement, Johnson Road Trail Project (staff report)

23. Resolution to accept bid from Motorola Solutions Inc. for a four position MCC7500 IP Dispatch Console (staff report)

REGULAR AGENDA: requires individual associated action.

24. Resolution to sign Basement Remodel Contract (staff report)

25. Resolution for Revised Drug and Alcohol Abuse Policy (staff report)

26. Adjournment

Agenda posted at the Municipal Building on April 8, 2016 and online at www.fremontne.gov. Agenda distributed to the Mayor and City Council on April 8, 2016. The official current copy is available at City Hall, 400 East Military, City Clerk's Office. The City Council reserves the right to go into Executive Session at any time. A copy of the Open Meeting Law is posted in the City Council Chambers for review by the public. The City of Fremont reserves the right to adjust the order of items on this agenda.

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: TYLER FICKEN, CITY CLERK

DATE: April 5, 2015

SUBJECT: Las Fuentes Jalisco Restaurant, Inc., 102 N. Main St., Fremont, NE 68025

Recommendation: 1. Open the public hearing on the Class C liquor license application of Las Fuentes Jalisco Restaurant, 102 N. Main St., Fremont, NE 68025. Receive testimony 3. Close the public hearing.

Background:

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: TYLER FICKEN, CITY CLERK

DATE: April 5, 2015

SUBJECT: Las Fuentes Jalisco Restaurant, Inc., 102 N. Main St., Fremont, NE 68025

Recommendation: 1. Move to approve Resolution by recommending approval of Class C liquor license application of Las Fuentes Jalisco Restaurant, Inc., 102 N. Main St., Fremont, NE 68025. 2. Move to approve Resolution.

Background: After holding a public hearing, Council will need to make a recommendation to the Nebraska Liquor Control Commission regarding the application.

The Resolution presented to Council provides a choice to be made. Council can recommend approval, no recommendation, no recommendation with stipulations or denial.

LIQUOR APPLICATION REPORT

PLANNING REPORT

DATE: 3/31/2016 DUE DATE: 4/12/2016

IS (X) IS NOT ( ) WITHIN THE CORPORATE LIMITS OF THE MUNICIPALITY

IF NOT, DO NOT PROCEED – NOTIFY THE MUNICIPAL CLERK'S OFFICE

AND RETURN THIS FORM

GENERAL INFORMATION:

APPLICANT: Las Fuentes Jalisco Restaurant, Inc.

LOCATION: 102 N Main St., Fremont, NE 68025

REQUESTED LICENSE OR ACTION: Class C – Beer, Wine, Distilled Spirits, On and Off Sale Only

ANNEXATION DATE: ORIGINAL TOWN

ORDINANCE NUMBER: UNKNOWN

EXISTING ZONING: DC Downtown Commercial

EXISTING LAND USE: Mixed-use (Assembly, R-2 Residential)

ADJACENT LAND USE AND ZONING:

NORTH: S Storage (Storage Warehouse); DC Downtown Commercial

SOUTH: Railroad & S Storage (Storage Warehouse); GI General Industrial & GC General Commercial

EAST: Mixed Use (Service Repair Garage & Office Building); DC Downtown Commercial

WEST: Railroad & Mixed Use (Industrials, Light Mftg. & Office Building); GI General Industrial

GENERAL NEIGHBORHOOD / AREA LAND USES: The subject property is located on the northeast corner of N main St. and E 1st St. The surrounding area appears to be primarily nonresidential or mixed-use land uses along the N Main St. and the E 1st St. corridors, transitioning to residential approximately 3 blocks east of the subject property.

ANALYSIS OF NEIGHBORHOOD EFFECTS: There does not appear to be significant impact on the surrounding area.

SIGNED: _____

Troy D. Anderson, AICP; Director of Planning

Date: 04/08/2016

Name of Business: Los Fuentes Jalisco

Business Address: 102 N. Main Street Fremont, NE 68025

Business Phone #: (402) 721-1517

Business Owner (s): Miguel Reyes-Magano

Business Owner's Address (s): 4620 N. Somers Avenue Fremont, NE 68025

Owner (s) Daytime Phone Number: (773) 936-6201

1. Type of Investigation:
   - Purchase of Business___
   - Upgrade of Existing License (From_____to_____)
   - Expansion of Present Business_____
   - Renewal - Long Form_____
   - New and additional License X
   - Transfer of Location_____
   - Manager / Employees _____

2. Type of License: Class C

3. Type of Business:
   - Hotel / Motel_____
   - Liquor X On Sale X Off Sale X
   - Restaurant / Food Service_____
   - Entertainment_____
   - Other_____

4. Type of Ownership:
   - Corporation (LLC) X
   - Partnership_____
   - Individual_____

5. Financial Information: Previous Years Gross Sales N/A

   Estimated Annual Payroll UNK

   Estimated Gross Income UNK

(Estimation) % Food 0 % Liquor 100%

6. Premise Information: Commercial X Industrial_____ Residential_____

Estimated Seating Capacity 50

Estimated # of Customers per day 25-50 (Depending on the day)

Premise days of operation: 7 Days a Week

Premise hours of operation: Sunday-Thursday 10:00AM to 10:00PM, Friday-Saturday 10:00AM to 2:00Am

7. Type of Food Service: None (Chips and Snack Foods Maybe, Undetermined)

8. Employees: #Full Time 2 # Part Time (Subject to Change as business grows)

Are any of the employee's under 21 years of age? NO

Have any of the employees ever been arrested and/or convicted of any criminal offense? NO

9. Manager Information: Name: Miguel Reyes-Magano

Address: 4620 N. Somers Avenue Fremont, NE 68025

Phone # (773) 936-6201

Length of time as manager:29

Is anyone other than the manager responsible for the daily operation of the business?

Not in the bar, no.

10. Number of Licenses within competitive distance: 5

11. Does the establishment have gaming? No

12. Does the establishment sell tobacco products? No

13. Has this establishment's owners or any employee of this establishment ever been before the Nebraska Liquor Control Commission in a disciplinary hearing? NO

14. Please give the approximate number of police service calls to this establishment during the last year: NONE

15. Is anyone other than those individuals previously listed, drawing a percentage of the profits of this establishment? The owner of the building.

16. Please enclose copy of lease agreement.

Date received by Fremont Police Department: 03/30/2016

Date of Completed Investigation: 04/08/2016

Signature of Investigating Officer _____

Date of Hearing by Governing Body _____

Governing Body Recommendation:

_____

_____

Signature of Applicant _____

Date _____

Printed Name of Applicant _____

Notary _____

Falsification of any part of this application may result in criminal and civil penalties.

Date received by Fremont Police Department:

Date of Completed Investigation:

Signature of Investigating Officer _____

Date of Hearing by Governing Body _____

Governing Body Recommendation:

_____

_____

Signature of Applicant _____ **Date** 4-8-16

Printed Name of Applicant Miguel Reyes

Notary Kathryn A. Boehlke

Falsification of any part of this application may result in criminal and civil penalties.

GENERAL NOTARY - State of Nebraska
KATHRYN A. BOEHLKE
My Comm. Exp. July 25, 2017

Las Fuentes Jalisco Restaurant, Inc.

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MAR 4 2016
NEBRASKA LIQUOR
CONTROL COMMISSION

Business Plan

Overview:

Las Fuentes Jalisco Restaurant, Inc. will open a Liquor Bar in Fremont Nebraska. It will sell all types of liquor to the consumers. Customers from the area will visit the Bar to purchase the liquor to either drink it inside the premises or take it to go. Since this Liquor bar will be located inside an existing restaurant, it will help the customers to stay in one place for any celebration or enjoyment.

Ka-Ching:

The prices will be very reasonable and comparable to similar businesses in the area. We will take cash and/or any major credit card. We will introduce karaoke nights to increase revenue.

Hustling:

We will introduce the business among the restaurant's customers and we will provide coupons for their next visits.

Success:

This business will be successful when it achieves a non-stop operation 7 days a week.

Obstacles & Challenges:

We do not anticipate any obstacles; however, since we are new to the State we find it very challenging opening a business.

Dated: February 23, 2016

1916 Mannheim Road – Des Plaines, Illinois 60018 – 847-376-8212

Fremont Police Department
Incident Narrative
2016001044

On 04/08/2016 I completed a liquor license application regarding Miguel Reyes-Magano. Mr. Reyes-Magano is from Chicago but will be establishing permanent residence in Chicago. He will be doing business as Los Fuentes Jalisco, an on-sale and off-sale liquor bar located in the Pupuseria La Moderna restaurant at 102 N. Main Street. The Los Fuentes Jalisco enterprise is based in Des Plaines, IL. Mr. Meyes-Magano has a lease agreement with the owner of the restaurant Gladys N. Sandoval. Mr. Meyes-Magano said he has been in the bar management/operations business for 29 years in Chicago. We have no previous contacts with him. The Los Fuentes Jalisco in Des Plaines where Mr. Reyes-Magano manages received generally favorable reviews online. I see no reason at this time to deny his application.

Lt. Ed Watts
#Lt3

STATE OF NEBRASKA

Pete Ricketts
Governor

NEBRASKA LIQUOR CONTROL COMMISSION
Hobert B. Rupe Executive Director
301 Centennial Mall South, 5th Floor
P.O. Box 95046
Lincoln, Nebraska 68509-5046
Phone (402) 471-2571
Fax (402) 471-2814
TRS USER 800 833-7252 (TTY)

March 21, 2016

Fremont City Clerk
400 E Military Ave
Fremont, NE 68025-5141

RE: Liquor license Class C - 116913 for Las Fuentes Jalisco

Clerk:

Attached is the form to be used on all retail liquor license applications. Local clerks must collect proper license fees and occupation tax per ordinance, if any, before delivering the license at time of issuance.

TWO KEY TIME FRAMES TO KEEP IN MIND ARE:

1) Publicize one time not less than 7 days not more than 14 days prior to date of hearing.

2) You have 45 days to conduct a hearing after the date of receipt of the notice from this Commission (§53-134). You may choose **NOT** to make a recommendation of approval or denial to our Commission.

PER §53-133, THE LIQUOR CONTROL COMMISSION SHALL SET FOR HEARING ANY APPLICATION WHEREIN:

1) There is a recommendation of denial from the local governing body.

2) A citizens protest; or

3) Statutory problems that the Commission discovers.

PLEASE NOTE...A LICENSEE MUST BE PROPERLY LICENSED IN ORDER TO PURCHASE FROM WHOLESALERS; AND, A LICENSE IS EFFECTIVE:

1) Upon payment of the license fees;
2) Physical possession of the license;
3) Effective date on the license.

Sincerely,

NEBRASKA LIQUOR CONTROL COMMISSION

Brenda Hiland

Brenda Hiland
Licensing Division

Enclosures

RECEIPT

From:	Brenda Hiland
Phone #:	402-471-2735
Fax #:	402-471-2814
Company Name:	Nebraska Liquor Control Commission

To:	Fremont City Clerk
Re:	Las Fuentes Jalisco Restaurant Inc
DBA:	Las Fuentes Jalisco
Application #:	C - 116913

PLEASE COMPLETE THE BOTTOM SECTION IMMEDIATELY UPON RECEIPT OF THIS APPLICATION AND FAX OR EMAIL THIS FORM BACK ACKNOWLEDGING THE RECEIPT OF THIS APPLICATION. PLEASE DATE STAMP IF THAT OPTION IS AVAILABLE. THANK YOU.

_____

DATE OF RECEIPT

_____

SIGNATURE

RECOMMENDATION OF THE NEBRASKA LIQUOR CONTROL COMMISSION

Date Mailed from Commission Office: **March 21, 2016**

I,_____Clerk of _____

(City, Village or County)

Nebraska, hereby report to the Nebraska Liquor Control Commission in accordance with Revised Statutes of Nebraska, Chapter 53, Sec. 134 (7) the recommendation of said city, village or county, as the case may be relative to the application for a license under the provisions of the Nebraska Liquor Control Act as applied for by:

Las Fuentes Jalisco Restaurant Inc dba Las Fuentes Jalisco
102 N Main Street, Fremont / Dodge County, 68025
Application for Class C - 116913
45 days – 5/5/2016

1. Notice of local hearing was published in a legal newspaper in or of general circulation in city, village or county, one time not less than 7 nor more than 14 days before time of hearing.

   Check one Yes_____ No_____

   The Statutes require that such hearing shall be held not more than 45 days after the date of receipt of this notice from the Commission.

2. Local hearing was held not more that 45 days after receipt of notice from the Nebraska Liquor Control Commission.

   Check one Yes_____ No_____

3. Date of hearing of Governing Body: _____

4. Type or write the Motion as voted upon by the Governing Body. If additional Motions are made by the Governing Body, then use an additional page and follow same format.

   _____

   _____

   _____

5. Motion was made by:_____Seconded by:_____

6. Roll Call Vote: _____

   _____

7. Check one: The motion passed: _____The motion failed: _____

8. If the motion is for recommendation of denial of the applicant, then list the reasons of the governing body upon which the motion was made.

   _____

   _____

   _____

   (Attached additional page if necessary)

SIGN HERE_____**DATE**_____

clerks signature

APPLICATION FOR LIQUOR LICENSE
CHECKLIST - RETAIL

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.nebraska.gov

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NEBRASKA LIQUOR CONTROL COMMISSION

Hot List: YES (NO)	(New) Replacing #
Class Type C	116913 Initial bh

Applicant name Las Fuentes Jalisco Restaurant, Inc.

Trade name Las Fuentes Jalisco

Previous trade name N/A

Contact email address lasfuentesjalisco@yahoo.com

Provide all the items requested. Failure to provide any item will cause this application to be returned or placed on hold. All documents must be legible. Any false statement or omission may result in the denial, suspension, cancellation or revocation of your license. If your operation depends on receiving a liquor license, the Nebraska Liquor Control Commission cautions you that if you purchase, remodel, start construction, spend or commit money that you do so at your own risk. Prior to submitting your application review the application carefully to ensure that all sections are complete, and that any omissions or errors have not been made. You may want to check with the city/village or county clerk, where you are making application, to see if any additional requirements must be met before submitting application to the Nebraska Liquor Control Commission.

RECEIPT

DATE 3-4-16 No. 168689

FROM Miguel Reyes

FOR Retail Application

☐ CASH
☒ CHECK # 519
☐ MONEY ORDER #

$400.00

Received by BM

Office use only
PAYMENT TYPE CK #519
AMOUNT: 400.00
Rcpt 168689 received BM

1600004362

RECEIVED

1. X Fingerprints are required for each person as defined in new application guide, found on our website under "Licensing Tab" in "Guidelines/Brochures". See Form 147 for further information, this form **MUST** be included with your application.

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NEBRASKA LIQUOR CONTROL COMMISSION

2. X Enclose application fee of $400 (nonrefundable), check made payable to the Nebraska Liquor Control Commission or you may pay online at www.ne.gov/go/NLCCpayport.

3. X Enclose the appropriate application forms;
   - Individual License (requires insert form 1)
   - Partnership License (requires insert form 2)
   - Corporate License (requires insert form 3a & 3c)
   - Limited Liability Company (LLC) (requires form 3b & 3c)

4. X If building is being leased send a copy of signed lease. Be sure the lease reads in the name of the individual(s), corporation or Limited Liability Company (LLC) making application. Lease term must run through the license year being applied for.

5. ____ If building is owned or being purchased send a copy of the deed or purchase agreement in the name of the applicant.

6. ____ If buying the business of a current liquor license holder:
   a. Provide a copy of the purchase agreement from the seller (must read applicants name)
   b. Provide a copy of alcohol inventory being purchased (must include brand names and container size)
   c. Enclose a list of the assets being purchased (furniture, fixtures and equipment)

7. ____ If requesting to operate on current liquor license; enclose Temporary Operating Permit (TOP) (form 125).

8. ____ Enclose a list of any inventory or property owned by other parties that are on the premises.

9. X For citizenship enclose U.S. birth certificate; U.S. passport or naturalization paper
   a. For residency enclose proof of registered voter in Nebraska
   b. See guideline for further assistance http://www.lcc.nebraska.gov/brochures.html

10. X Corporation or Limited Liability Company (LLC) must enclose a copy of articles of incorporation; as filed with the Secretary of State's Office. This document must show barcode.

11. X Submit a copy of your business plan.

I acknowledge that this application is not a guarantee that a liquor license will be issued to me, and that the average processing period is 60 days. Furthermore, I understand that all the information is truthful and I accept all responsibility for any false documents.

Signature

02/23/2016

Date

* Lease in the name of applicant
* Spousal Affadivit

APPLICATION FOR LIQUOR LICENSE
RETAIL

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.nebraska.gov/

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CLASS OF LICENSE FOR WHICH APPLICATION IS MADE AND FEES
CHECK DESIRED CLASS

RETAIL LICENSE(S) Application Fee $400 (nonrefundable)

____	A	BEER, ON SALE ONLY
____	B	BEER, OFF SALE ONLY
X	C	BEER, WINE, DISTILLED SPIRTS, ON AND OFF SALE
____	D	BEER, WINE, DISTILLED SPIRITS, OFF SALE ONLY
____	I	BEER, WINE, DISTILLED SPIRITS, ON SALE ONLY
____	AB	BEER, ON AND OFF SALE
____	AD	BEER ON SALE ONLY, BEER, WINE, DISTILLED SPIRITS OFF SALE
____	IB	BEER, WINE, DISTILLED SPIRITS ON SALE, BEER OFF SALE ONLY

____ Class K Catering license (requires catering application form 106) $100.00

Additional fees will be assessed at city/village or county level when license is issued

Class C license term runs from November 1 – October 31
All other licenses run from May 1 – April 30
Catering license (K) expires same as underlying retail license

CHECK TYPE OF LICENSE FOR WHICH YOU ARE APPLYING

____ Individual License (requires insert form 1)
____ Partnership License (requires insert form 2)
X Corporate License (requires insert form 3a & 3c)
____ Limited Liability Company (LLC) (requires form 3b & 3c)

NAME HIGH A PROFESSIONAL ASSISTANT WITH AUTHORITY TO REPRESENT APPLICANT
Commission will call this person with any questions we may have on this application

Name Mariana I. Tamayo Phone number: (847) 635-8655

Firm Name J & I Professionals, Inc. & Law Office

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MAR 4 2016

NEBRASKA LIQUOR CONTROL COMMISSION

PREMISES INFORMATION

Trade Name (doing business as) Las Fuentes Jalisco

Street Address #1 102 N. Main Street

Street Address #2

City Fremont County Dodge 05 Zip Code 68025

Premises Telephone number (402) 721-1571

Business e-mail address lasfuentesjalisco@yahoo.com

Is this location inside the city/village corporate limits: YES X NO

Mailing address (where you want to receive mail from the Commission)

Name Las Fuentes Jalisco Restaurant, Inc.

Street Address #1 1916 N. Mainheim Road

Street Address #2

City Des Plaines State Illinois Zip Code 60018

DESCRIPTION AND DIAGRAM OF THE STRUCTURE REQUESTED TO BE LICENSED

READ CAREFULLY

In the space provided or on an attachment draw the area to be licensed. This should include storage areas, basement, outdoor area, sales areas and areas where consumption or sales of alcohol will take place. If only a portion of the building is to be covered by the license, you must still include dimensions (length x width) of the licensed area as well as the dimensions of the entire building. No blue prints please. Be sure to indicate the direction north and number of floors of the building.

**For on premises consumption liquor licenses minimum standards must be met by providing at least two restrooms

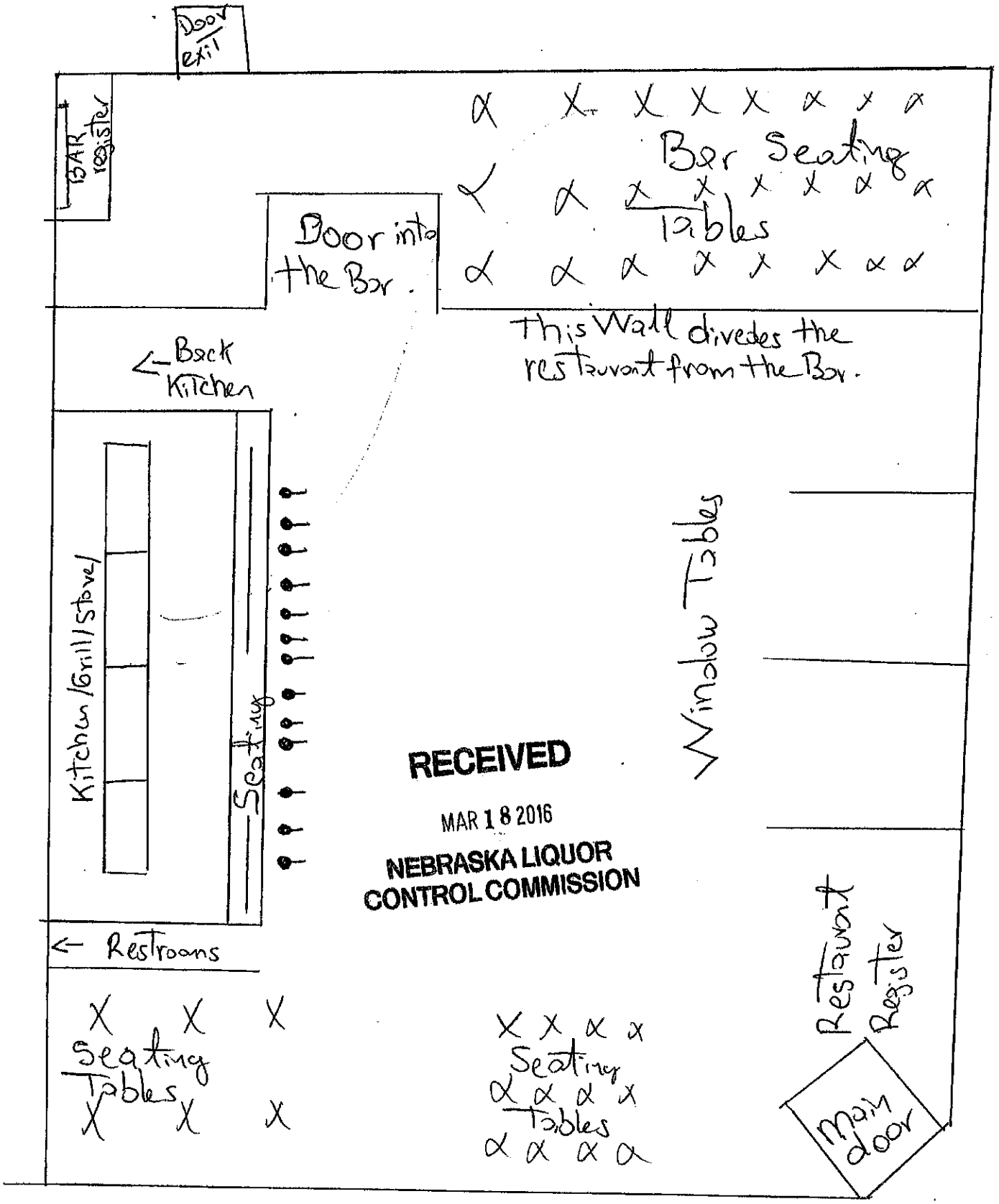
Building: length 60 x width 40 in feet

Is there a basement? Yes ____ No X If yes, length ____ x width ____ in feet

Is there an outdoor area? Yes ____ No X If yes, length ____ x width ____ in feet

PROVIDE DIAGRAM OF AREA TO BE LICENSED BELOW OR ATTACH SEPARATE SHEET

Main Level.



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MAR 18 2016
NEBRASKA LIQUOR CONTROL COMMISSION

APPLICANT INFORMATION

1. **READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY §53-125(5)**

Has anyone who is a party to this application, or their spouse, EVER been convicted of or plead guilty to any charge. Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year and month it was filed, verdict or plea. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name. Include traffic violations. Commission must be notified of any arrests and/or convictions that may occur after the date of signing this application.

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_____YES X NO

If yes, please explain below or attach a separate page

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (city & state)	Description of Charge	Disposition
N/A				

2. Are you buying the business of a current retail liquor license?

_____YES X NO

If yes, give name of business and liquor license number_____

a) Submit a copy of the sales agreement
b) Include a list of alcohol being purchased, list the name brand, container size and how many
c) Submit a list of the furniture, fixtures and equipment

3. Was this premise licensed as liquor licensed business within the last two (2) years?

_____YES X NO

If yes, give name and license number_____

4. Are you filing a temporary operating permit (TOP) to operate during the application process?

_____YES X NO

If yes:
a) Attach temporary operating permit (TOP) (form 125)
b) TOP will only be accepted at a location that currently holds a valid liquor license.

5. Are you borrowing any money from any source, include family or friends, to establish and/or operate the business?

_____YES X NO

If yes, list the lender(s)_____

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CONTROL COMMISSION

6. Will any person or entity, other than applicant, be entitled to a share of the profits of this business?

_____YES X NO

If yes, explain. (all involved persons must be disclosed on application)

No silent partners

7. Will any of the furniture, fixtures and equipment to be used in this business be owned by others?

_____YES X NO

If yes, list such item(s) and the owner._____

8. Is premises to be licensed within 150 feet of a church, school, hospital, home for the aged or indigent persons or for veterans, their wives, and children, or within 300 feet of a college or university campus?

_____YES X NO

If yes, provide name and address of such institution and where it is located in relation to the premises (Neb. Rev. Stat. 53-177)(1)

9. Is anyone listed on this application a law enforcement officer?

_____YES X NO

If yes, list the person, the law enforcement agency involved and the person's exact duties.

10. List the primary bank and/or financial institution (branch if applicable) to be utilized by the business.
a) List the individual(s) who will be authorized to write checks and/or withdrawals on accounts at this institution.

U.S. Bank a) Miguel Reyes

11. List all past and present liquor licenses held in Nebraska or any other state by any person named in this application. Include license holder name, location of license and license number. Also list reason for termination of any license(s) previously held.

Las Fuentes Jalisco Restaurant, Inc. License # 1A-1127197 from the State of Illinois

12. List the alcohol related training and/or experience (when and where) of the person(s) making application. Those persons required are listed as followed:

- Individual: Applicant and spouse; spouse is exempt if they filed Form 116 – Affidavit of Non-Participation.
- Partnership: All partners and spouses, spouses are exempt if they filed Form 116 – Affidavit of Non-Participation.
- Limited Liability Company: All member of LLC, Manager and all spouses; spouses are exempt if they filed Form 116 – Affidavit of Non-Participation.
- Corporation: President, Stockholders holding 25% or more of shares, Manager and all spouses; spouses are exempt if they filed Form 116 – Affidavit of Non-Participation.

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CONTROL COMMISSION

NLCC certified training program completed:

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of license or completion certificate)
Miguel Reyes	03/01/2015	Controlling Alcohol Risk Effectively

For list of NLCC certified training programs see: www.lcc.ne.gov/traininginfo.html

Experience:

Applicant Name/Job Title	Date of Employment:	Name & Location of Business
Miguel Reyes	07/01/2014	Las Fuentes Jalisco Restaurant, Inc. / Des Plaines, IL.

13. If the property for which this license is sought is owned, submit a copy of the deed, or proof of ownership. If leased, submit a copy of the lease covering the entire license year. **Documents must show title or lease held in name of applicant as owner or lessee in the individual(s) or corporate name for which the application is being filed.**

x Lease: expiration date 02/20/17

_____ Deed

_____ Purchase Agreement

14. When do you intend to open for business? March 15, 2016

15. What will be the main nature of business? Liquour Bar & Sales

16. What are the anticipated hours of operation? Sun - Thur 10:00AM to 10:00PM; Friday & Saturday 10:00AM to 2:00AM

17. List the principal residence(s) for the past 10 years for all persons required to sign, including spouses.

RESIDENCES FOR THE PAST 10 YEARS, APPLICANT AND SPOUSE MUST COMPLETE					
APPLICANT: CITY & STATE	YEAR FROM	YEAR TO	SPOUSE: CITY & STATE	YEAR FROM	YEAR TO
4260 N. Somers Ave; Fremont, NE	2/2016	Present	1980 Chestnut St; Des Plaines, IL	08/15	Present
1980 Chestnut St; Des Plaianes, IL	8/2015	2/2016	1806 Highland Ave; Berwyn, IL	08/04	08/15
1806 Highland Ave; Berwyn, IL	8/2004	8/2015			

If necessary attach a separate sheet.

The undersigned applicant(s) hereby consent(s) to an investigation of his/her background and release present and future records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant(s) and spouse(s) waive(s) any right or causes of action that said applicant(s) or spouse(s) may have against the Nebraska Liquor Control Commission, the Nebraska State Patrol, and any other individual disclosing or releasing said information. Any documents or records for the proposed business or for any partner or stockholder that are needed in furtherance of the application investigation of any other investigation shall be supplied immediately upon demand to the Nebraska Liquor Control Commission or the Nebraska State Patrol. The undersigned understand and acknowledge that any license issued, based on the information submitted in this application, is subject to cancellation if the information contained herein is incomplete, inaccurate or fraudulent.

Individual applicants agree to supervise in person the management and operation of the business and that they will operate the business authorized by the license for themselves and not as an agent for any other person or entity. Corporate applicants agree the approved manager will superintend in person the management and operation of the business. Partnership applicants agree one partner shall superintend the management and operation of the business. All applicants agree to operate the licensed business within all applicable laws, rules, regulations, and ordinances and to cooperate fully with any authorized agent of the Nebraska Liquor Control Commission.

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MAR 4 2016
NEBRASKA LIQUOR CONTROL COMMISSION

Must be signed in the presence of a notary public by applicant(s) and spouse(s). See guideline for required signatures http://www.lcc.ne.gov/pdfs/New%20Application%20Guideline.pdf

Signature of Applicant	**Signature of Spouse**
Miguel Reyes Magaña	
Print Name	**Print Name**
Signature of Applicant	**Signature of Spouse**
Print Name	**Print Name**

ACKNOWLEDGEMENT

State of Nebraska
County of Lancaster

The foregoing instrument was acknowledged before me this fourth day of March 2016 (date) by Miguel Reyes Magana (name of person(s) acknowledged (individual(s) signing)

Jessica Chrisp
Notary Public signature

GENERAL NOTARY - State of Nebraska
JESSICA CHRISP
My Comm. Exp. March 25, 2018

In compliance with the ADA, this application is available in other formats for persons with disabilities.
A ten day advance period is required in writing to produce the alternate format.

APPLICATION FOR LIQUOR LICENSE
CORPORATION
INSERT - FORM 3a

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.nebraska.gov

Office Use

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MAR 4 2016
NEBRASKA LIQUOR CONTROL COMMISSION

Officers, directors and stockholders holding over 25% shares of stock, including spouses, are required to adhere to the following requirements:

1) **All officers, directors and stockholders must be listed**
2) **President/CEO and stockholders holding over 25% and their spouse(s) (if applicable) must submit fingerprints. See Form 147 for further information, this form MUST be included with your application.**
3) **Officers, directors and stockholders holding over 25 % shares of stock and their spouse (if applicable) must sign the signature page of the Application for License Form 100 (even if a spousal affidavit has been submitted)**

Attach copy of Articles of Incorporation (must show electronic stamp or barcode receipt by Secretary of States Office)

Name of Registered Agent: Miguel Reyes

Name of Corporation that will hold license as listed on the Articles:

Las Fuentes Jalisco Restaurant, Inc.

Corporation Address: 1806 Highland Avenue

City: Berwyn State: Illinois Zip Code: 60402

Corporation Phone Number: 773-936-6201 Fax Number 847-261-8000

Total Number of Corporation Shares Issued: 1000

Name and notarized signature of President/CEO (information of president must be listed on following page)

Last Name: Reyes Mayana First Name: Miguel MI:

Home Address: 4260 N. Somers Avenue City: Fremont

State: NE Zip Code: 68025 Home Phone Number: [redacted]

Signature of President/CEO

ACKNOWLEDGEMENT

State of ILLINOIS
County of COOK

The foregoing instrument was acknowledged before me this

02-23-2016
Date

by Mariana I. Tamayo
name of person acknowledge

Affix Seal

OFFICIAL SEAL
MARIANA I. TAMAYO
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES JAN. 30, 2017

APPLICATION FOR LIQUOR LICENSE
CORPORATION
INSERT - FORM 3a

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
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Officers, directors and stockholders holding over 25% shares of stock, including spouses, are required to adhere to the following requirements:

1) **All officers, directors and stockholders must be listed**
2) **President/CEO and stockholders holding over 25% and their spouse(s) (if applicable) must submit fingerprints. See Form 147 for further information, this form MUST be included with your application.**
3) **Officers, directors and stockholders holding over 25 % shares of stock and their spouse (if applicable) must sign the signature page of the Application for License Form 100 (even if a spousal affidavit has been submitted)**

Attach copy of Articles of Incorporation (must show electronic stamp or barcode receipt by Secretary of States Office)

Name of Registered Agent: _____

Name of Corporation that will hold license as listed on the Articles

_____

Corporation Address: _____

City: _____ State: _____ Zip Code: _____

Corporation Phone Number: _____ Fax Number _____

Total Number of Corporation Shares Issued: _____

Name and notarized signature of President/CEO (Information of president must be listed on following page)

Last Name: _____ First Name: _____ MI: _____

Home Address: _____ City: _____

State: _____ Zip Code: _____ Home Phone Number: _____

_____
Signature of President/CEO

ACKNOWLEDGEMENT

State of Nebraska
County of Lancaster **The foregoing instrument was acknowledged before me this**
fourth day of march 2016 **by** Miguel Reyes Magana
Date **Name of person acknowledge**

Jessica Chrisp

Affix Seal

GENERAL NOTARY - State of Nebraska
JESSICA CHRISP
My Comm. Exp. March 25, 2018

List names of all officers, directors and stockholders including spouses (even if a spousal affidavit has been submitted)

Last Name: Reyes Magana First Name: Miguel MI: _____

Social Security Number: [redacted] Date of Birth: 09/16/1968

Title: President Number of Shares 1000

Spouse Full Name (indicate N/A if single): Monica Garsia Navarro

Spouse Social Security Number: _____ Date of Birth: _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

Title: _____ Number of Shares _____

Spouse Full Name (indicate N/A if single): _____

Spouse Social Security Number: _____ Date of Birth: _____

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NEBRASKA LIQUOR CONTROL COMMISSION

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

Title: _____ Number of Shares _____

Spouse Full Name (indicate N/A if single): _____

Spouse Social Security Number: _____ Date of Birth: _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

Title: _____ Number of Shares _____

Spouse Full Name (indicate N/A if single): _____

Spouse Social Security Number: _____ Date of Birth: _____

List names of all members, directors and stockholders including spouses (even if a spousal affidavit has been submitted)

Last Name:_____ First Name:_____ MI:_____

Social Security Number:_____ Date of Birth:_____

Title:_____ Number of Shares _____

Spouse Full Name (indicate N/A if single):_____

Spouse Social Security Number:_____ Date of Birth:_____

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CONTROL COMMISSION

Last Name:_____ First Name:_____ MI:_____

Social Security Number:_____ Date of Birth:_____

Title:_____ Number of Shares _____

Spouse Full Name (indicate N/A if single):_____

Spouse Social Security Number:_____ Date of Birth:_____

Last Name:_____ First Name:_____ MI:_____

Social Security Number:_____ Date of Birth:_____

Title:_____ Number of Shares _____

Spouse Full Name (indicate N/A if single):_____

Spouse Social Security Number:_____ Date of Birth:_____

Last Name:_____ First Name:_____ MI:_____

Social Security Number:_____ Date of Birth:_____

Title:_____ Number of Shares _____

Spouse Full Name (indicate N/A if single):_____

Spouse Social Security Number:_____ Date of Birth:_____

Is the applying corporation controlled by another corporation/company?

☐ YES ☒ NO

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If yes, provide the following:

1) Name of corporation _____
2) Supply an organizational chart of the controlling corporation named above
3) Controlling corporation **MUST** be registered with the Nebraska Secretary of State, copy of articles must be submitted with application §53-126

Indicate the Corporation's tax year with the IRS (Example January through December)

Starting Date: January Ending Date: December

Is this a Non-Profit Corporation?

☐ YES ☒ NO

If yes, provide the Federal ID # _____

In compliance with the ADA, this corporation insert form 3a is available in other formats for persons with disabilities.
A ten day advance period is requested in writing to produce the alternate format.

Official Nebraska Government Website

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MAR 4 2016
NEBRASKA LIQUOR CONTROL COMMISSION

Nebraska Secretary of State

LAS FUENTES JALISCO RESTAURANT, INC

Fri Mar 4 09:53:09 2016

SOS Account Number
10221458
Status
Active

Principal Office Address
1806 HIGHLAND AVENUE
BERWYN, IL 60402
Registered Agent and Office Address
MIGUEL REYES
102 N. MAIN ST
FREMONT, NE 68025

Nature of Business
Not Available
Entity Type
Foreign Corp
Qualifying State: IL
Date Filed
Feb 18 2016

Filed Documents

Filed documents for LAS FUENTES JALISCO RESTAURANT, INC may be available for purchase and downloading by selecting the Purchase Now button. Your Nebraska.gov account will be charged the indicated amount for each item you view. If no Purchase Now button appears, please contact Secretary of State's office to request document(s).

Code	Document	Date Filed	Price	
FA	Foreign Authority	Feb 18 2016	$1.35 = 3 page(s) @ $0.45 per page	Purchase Now (corpsearch.cgi?document-number=9000195726)

Good Standing Documents

- If you need your Certificate of Good Standing Apostilled or Authenticated for use in another country, you must contact the Nebraska Secretary of State's office directly for information and instructions. Documents obtained from this site cannot be Apostilled or Authenticated.

Online Certificate of Good Standing with Electronic Validation
$6.50
This certificate is available for immediate viewing/printing from your desktop. A Verification ID is provided on the certificate to validate authenticity online at the Secretary of State's website.

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NEBRASKA LIQUOR
CONTROL COMMISSION

Purchase Now (corpsearch.cgi?ocogs=10221458)

Certificate of Good Standing - USPS Mail Delivery
$10.00

This is a paper certificate mailed to you from the Secretary of State's office within 2-3 business days.

Continue to Order (corpsearch.cgi?cogsinfo=1&cogs=10221458)

↑ Back to Top

Nebraska Secretary of State

Nebraska.gov

Contact Us: Support (http://www.nebraska.gov/contact-us.html)

Security, Accessibility, and Privacy Policies (http://www.nebraska.gov/policies.html)

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NEBRASKA LIQUOR
CONTROL COMMISSION

File Number 6961-175-3

STATE OF ILLINOIS
OFFICE OF THE SECRETARY OF STATE

To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

LAS FUENTES JALISCO RESTAURANT, INC., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON MAY 28, 2014, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE RELATING TO THE PAYMENT OF FRANCHISE TAXES, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.

In Testimony Whereof, *I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this* 17TH *day of* FEBRUARY *A.D.* 2016 .

Authentication #: 1604802736 verifiable until 02/17/2017
Authenticate at: http://www.cyberdriveillinois.com

Jesse White
SECRETARY OF STATE

APPLICATION FOR CERTIFICATE OF AUTHORITY TO TRANSACT BUSINESS

RECEIVED
MAR 4 2016
NEBRASKA LIQUOR CONTROL COMMISSION

John A. Gale, Secretary of State
Room 1301 State Capitol, P.O. Box 94608
Lincoln, NE 68509
http://www.sos.state.ne.us

Submit in Duplicate

Attach a certificate of good standing duly authenticated by the official having custody of the corporate records in the state or country under whose law the corporation is incorporated. Such certificate shall not be more than 60 days old. A certified copy of the articles of incorporation should not be submitted and is not acceptable in lieu of such certificate.

Name of Corporation Las Fuentes Jalisco Restaurant, Inc.

Fictitious Name of Corporation* _____
(to be used only if actual corporate name is unavailable for use or does not comply with Nebraska law)
*Must provide a resolution from the Board of Directors signed by the Secretary adopting this fictitious name. Note: Fictitious name must contain one of the words incorporated, corporation, limited or an abbreviation thereof.

Incorporated under the laws of Illinois

Date of Incorporation 05/28/2014 Period of Duration Perpetual

Address of Principal Office 1806 Highland Ave Berwyn IL 60402
Street Address City State Zip

Registered Agent Miguel Reyes

Registered Office 102 N. Main St. Fremont NE 68025
Street Address and Post Office Box (if any) City Zip

Effective date if other than the date filed 02/17/2016

Signature

Miguel Reyes / President
Printed Name/Title

NOTE: The Business Corporation Act requires that every filing be signed by the chairperson of the board of directors, the president, or one of the officers of the corporation. If the corporation has not yet been formed or directors have not yet been selected, the filing shall be signed by an incorporator. If the corporation is in the hands of a receiver, trustee, or other court appointed fiduciary, the filing shall be signed by that fiduciary.

NOTE: To complete this filing you must provide a list of officers and directors names and street addresses.

FILING FEE: $145.00 (please add $5.00 a page for each additional page)

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MAR 4 2016
NEBRASKA LIQUOR
CONTROL COMMISSION

OFFICERS:

Miguel Reyes / President
Name/Title
1980 Chestnut
Street Address
Des Plaines IL 60018
City State Zip

Name/Title
Street Address
City State Zip

Name/Title
Street Address
City State Zip

Name/Title
Street Address
City State Zip

Name/Title
Street Address
City State Zip

DIRECTORS:

Name
Street Address
City State Zip

Name
Street Address
City State Zip

Name
Street Address
City State Zip

Name
Street Address
City State Zip

Name
Street Address
City State Zip

Please Copy this page and submit additional pages if needed.

APPLICATION FOR CERTIFICATE OF AUTHORITY TO TRANSACT BUSINESS

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MAR 4 2016
NEBRASKA LIQUOR CONTROL COMMISSION

John A. Gale, Secretary of State
Room 1301 State Capitol, P.O. Box 94608
Lincoln, NE 68509
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NOTE: To complete this filing you must provide a list of officers and directors names and street addresses.

FILING FEE: $145.00 (please add $5.00 a page for each additional page)

Revised 12/2011

Neb. Rev. Stat. 21-20,170

OFFICERS:			DIRECTORS:		
Miguel Reyes / President					
Name/Title			Name		
1980 Chestnut					
Street Address			Street Address		
Des Plaines	IL	60018			
City	State	Zip	City	State	Zip
Name/Title			Name		
Street Address			Street Address		
City	State	Zip	City	State	Zip
Name/Title			Name		
Street Address			Street Address		
City	State	Zip	City	State	Zip
Name/Title			Name		
Street Address			Street Address		
City	State	Zip	City	State	Zip
Name/Title			Name		
Street Address			Street Address		
City	State	Zip	City	State	Zip
Name/Title			Name		
Street Address			Street Address		
City	State	Zip	City	State	Zip

Please Copy this page and submit additional pages if needed.

MANAGER APPLICATION
INSERT - FORM 3c

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.nebraska.gov

Office Use

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NEBRASKA LIQUOR CONTROL COMMISSION

Manager must:

- Complete all sections of the application. Be sure it is signed by a **corporate officer,** corporate officer must be an individual on file with the Liquor Control Commission
- Fingerprints are required. See Form 147 for further information, this form MUST be included with your application.
- Provide a copy of one of the following: US birth certificate, naturalization papers or current US passport (even if you have provided this before)
- Be a registered voter in the State of Nebraska, include a copy of voter card with application

Spouse who **will not** participate in the business, spouse must:

- Complete the Spousal Affidavit of Non Participation Insert (must be notarized). The non-participating spouse completes the top half; the manager completes the bottom half. **Be sure to complete both halves of this form.**
- Need not answer question #1 of the application

Spouse who **will** participate in the business, the spouse must:

- Sign the application
- Fingerprints are required. See Form 147 for further information, this form MUST be included with your application.
- Provide a copy of one of the following: birth certificate, naturalization papers or current US passport (even if you have provided this before)
- Be a registered voter in the state of Nebraska, include a copy of voter card with application
- Spousal Affidavit of Non Participation Insert **not** required

MANAGER APPLICATION
INSERT - FORM 3c

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
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MUST BE:

- ✓ **Citizen of the United States. Include copy of US birth certificate, naturalization paper or current US passport**
- ✓ **Nebraska resident. Include copy of voter registration in the State of Nebraska**
- ✓ **Fingerprinted. See Form 147 for further information, this form MUST be included with your application.**
- ✓ **21 years of age or older**

Corporation/Membership

Name of Corporation/LLC: Las Fuentes Jalisco Restaurant, Inc.

Premise Information

Liquor License Number: _____ Class Type _____ (if new application leave blank)

Premise Trade Name/DBA: Las Fuentes Jalisco

Premise Street Address: 102 N. Main St.

City: Fremont County: Dodge Zip Code: 68025

Premise Phone Number: 402-721-1517

Email address: lasfuentesjalisco@yahoo.com

The individual whose name is listed as a corporate officer or managing member as reported on insert form 3a or 3b or listed with the Commission. Click on this link to see authorized individuals. http://www.lcc.ne.gov/license/search/licsearch.cgi

SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER
(Faxed signatures are acceptable)

Manager's information must be completed below - PLEASE PRINT CLEARLY

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NEBRASKA LIQUOR CONTROL COMMISSION

Last Name: Reyes Magana First Name: Miguel MI:

Home Address (include PO Box if applicable): 4260 Somers Ave

City: Fremont County: Dodge Zip Code: 68025

Home Phone Number: [redacted] Business Phone Number: 402-721-1517

Social Security Number: [redacted] Drivers License Number & State:

Date Of Birth: [redacted] Place Of Birth: Mexico

Email address: lasfuentesjalisco@yahoo.com

Are you married? If yes, complete spouse's information. If not, a spousal affidavit must be submitted.

☒ YES ☐ NO

Spouse's information

Spouses Last Name: Garcia Navarro First Name: Monica MI:

Social Security Number: [redacted] Drivers License Number & State: G62554073655 / IL

Date Of Birth: [redacted] Place Of Birth: Mexico

APPLICANT & SPOUSE MUST LIST RESIDENCES FOR THE PAST TEN (10) YEARS

APPLICANT **SPOUSE**

CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
Fremont, Nebraska	2016	Present	Des Plaines, Illinois	2015	Present
Des Plaines, Illinois	2015	2016	Berwyn, Illinois	2004	2015
Berwyn, Illinois	2004	2015			

MANAGER'S LAST TWO EMPLOYERS

YEAR FROM	TO	NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2014	Present	Las Fuentes Jalisco Restaurant, Inc.	Self	847-3768212
2007	Present	Riddiford Company	Axel Olvera	773-412-4148

1. **READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.**
   Must be completed by both applicant and spouse, unless spouse has filed an affidavit of non-participation.

Has anyone who is a party to this application, or their spouse, EVER been convicted of or plead guilty to any charge. Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea. Also list any charges pending at the time of this application. If more than one party to this, please list charges by each individual's name.

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☐ YES ☒ NO

If yes, please explain below or attach a separate page.

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (City & State)	Description of Charge	Disposition

2. Have you or your spouse ever been approved or made application for a liquor license in Nebraska or any other state?

   ☐YES ☐NO

   IF YES, list the name of the premise(s):

   _____

3. Do you, as a manager, qualify under Nebraska Liquor Control Act (§53-131.01) and do you intend to supervise, in person, the management of the business?

   ☒YES ☐NO

4. List the alcohol related training and/or experience (when and where) of the person making application.

*NLCC Training Certificate Issued: _____ Name on Certificate: Miguel Reyes

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MAR 4 2016
NEBRASKA LIQUOR CONTROL COMMISSION

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
Miguel Reyes	03/2015	Controlling Alcohol Risk Effectively

*For list of NLCC Certified Training Programs see www.lcc.ne.gov/traininginfo.html

Experience:

Applicant Name / Job Title	Date of Employment:	Name & Location of Business:
Miguel Reyes / President	07/01/2014	Las Fuentes Jalisco Restaurant, Inc.

5. Have you enclosed Form 147 regarding fingerprints?

☒ YES ☐ NO

PERSONAL OATH AND CONSENT OF INVESTIGATION

The above individual(s), being first duly sworn upon oath, deposes and states that the undersigned is the applicant and/or spouse of applicant who makes the above and foregoing application that said application has been read and that the contents thereof and all statements contained therein are true. If any false statement is made in any part of this application, the applicant(s) shall be deemed guilty of perjury and subject to penalties provided by law. (Sec §53-131.01) Nebraska Liquor Control Act.

The undersigned applicant hereby consents to an investigation of his/her background including all records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant and spouse waive any rights or causes of action that said applicant or spouse may have against the Nebraska Liquor Control Commission and any other individual disclosing or releasing said information to the Nebraska Liquor Control Commission. If spouse has **NO** interest directly or indirectly, a spousal affidavit of non participation may be attached.

The undersigned understand and acknowledge that any license issued, based on the information submitted in this application, is subject to cancellation if the information contained herein is incomplete, inaccurate, or fraudulent.

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NEBRASKA LIQUOR CONTROL COMMISSION

Signature of Manager Applicant

Signature of Spouse

ACKNOWLEDGEMENT

State of Nebraska
County of Lancaster The foregoing instrument was acknowledged before me this fourth day of March 2016 (date) by Miguel Reyes Magana (name of person acknowledged)

Jessica Chrisp
Notary Public signature

Affix Seal

GENERAL NOTARY - State of Nebraska
JESSICA CHRISP
My Comm. Exp. March 25, 2018

In compliance with the ADA, this application is available in other formats for persons with disabilities. A ten day advance period is required in writing to produce the alternate format.

Important Message:
If you have recently moved, please use the Polling Place feature. Locate Your Polling Place with the street and city address of your new/current residence.

HOME | REGISTRATION INFORMATION | POLLING PLACE | PROVISIONAL BALLOT | ABSENTEE BALLOT | Select Language

Registrant Search Information

Registrant Detail

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MAR 4 2016
NEBRASKA LIQUOR CONTROL COMMISSION

Name: Miguel Reyes Magana
Party: Republican
Polling Place: Platte East Township 026
Church Of Christ
3969 N Broad St
Fremont, NE 68025

Districts

DISTRICT NAME	DISTRICT TYPE
Fremont Public Schools	School District
Metro Com College Dist 1	Community College District
U.S. Congressional District 1	U.S. Congressional District
Appeals Court Judge Dist 3	Judge of Appeals Court Dist.
County Judge Dist 6	Judge of County Court Dist.
District Judge, Dist 6	Judge of Distict Court Dist.
Supreme Court Judge Dist 3	Judge of Supreme Court Dist.
Legislative District 15	Legislative District
Lower Platte North NRD SubD 3	Natural Resources District
Lower Platte North NRD At Larg	Natural Resources District
PSC District 4	Public Service Comm District
Board of Regents District 3	Board of Regents
Nebraska PPD SubD 11	Public Power District
ESU 2 District 6	ESU District
State Board of Education Dist3	State Board of Education
County Supervisor Dist 4	County Board (Commiss./Superv)
Platte Township	Township Board
Omaha Public Power Subd 7	Public Power District

Voter View Mobile
Registration Information Polling Place Provisional Ballot Absentee Ballot

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SPOUSAL AFFIDAVIT OF NON PARTICIPATION INSERT

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.ne.gov

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NEBRASKA LIQUOR CONTROL COMMISSION

I acknowledge that I am the spouse of a liquor license holder. My signature below confirms that I will have not have any interest, directly or indirectly in the operation or profit of the business (§53-125(13)) of the Liquor Control Act. I will not tend bar, make sales, serve patrons, stock shelves, write checks, sign invoices or represent myself as the owner or in any way participate in the day to day operations of this business in any capacity. I understand my fingerprint will not be required, however, I am obligated to sign and disclose any information on all applications needed to process this application.

Signature of spouse asking for waiver
(Spouse of individual listed below)

Printed name of spouse asking for waiver

State of _____

County of _____

The foregoing instrument was acknowledged before me this

_____ by _____
date — name of person acknowledged

Notary Public signature

Affix Seal

I acknowledge that I am the spouse of the above listed individual. I understand that my spouse and I are responsible for compliance with the conditions set out above. If it is determined that the above individual has violated (§53-125(13)) the Commission may cancel or revoke the liquor license.

Miguel Reyes Magana
Signature of individual involved with application
(Spouse of individual listed above)

Miguel Reyes Magana
Printed name of applying individual

State of Nebraska

County of Lancaster

The foregoing instrument was acknowledged before me this

fourth day of March 2016 by Miguel Reyes Magana
date — name of person acknowledged

Jessica Chrisp
Notary Public signature

Affix Seal

GENERAL NOTARY - State of Nebraska
JESSICA CHRISP
My Comm. Exp. March 25, 2018

In compliance with the ADA, this spousal affidavit of non participation is available in other formats for persons with disabilities.
A ten day advance period is requested in writing to produce the alternate format.

FORM 35-4178
Revised 1/2008

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1/2

RBST Online
Training Credentials

MIGUEL REYES

has earned a

Certificate of Achievement

- for those who serve or sell alcohol in Nebraska

RB-0057002

Expires: 02-24-2019 Amount Paid: $

Responsible Beverage Service Training

N E B R A S K A

Print Form

SPOUSAL AFFIDAVIT OF NON PARTICIPATION INSERT

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.ne.gov

Office Use

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I acknowledge that I am the spouse of a liquor license holder. My signature below confirms that I will have not have any interest, directly or indirectly in the operation or profit of the business (§53-125(13)) of the Liquor Control Act. I will not tend bar, make sales, serve patrons, stock shelves, write checks, sign invoices or represent myself as the owner or in any way participate in the day to day operations of this business in any capacity. I understand my fingerprint will not be required; however, I am obligated to sign and disclose any information on all applications needed to process this application.

Signature of spouse asking for waiver
(Spouse of individual listed below)

Monica Garcia
Printed name of spouse asking for waiver

State of Illinois

County of Dupage

The foregoing instrument was acknowledged before me this March 8, 2016 (date) by Monica Garcia (name of person acknowledged)

Rosana de la Torre
Notary Public signature

Affix Seal

ROSANA DELATORRE
Official Seal
Notary Public - State of Illinois
My Commission Expires Nov 13, 2019

I acknowledge that I am the spouse of the above listed individual. I understand that my spouse and I are responsible for compliance with the conditions set out above. If it is determined that the above individual has violated (§53-125(13)) the Commission may cancel or revoke the liquor license.

Signature of individual involved with application
(Spouse of individual listed above)

Miguel Reyes
Printed name of applying individual

State of Illinois

County of Dupage

The foregoing instrument was acknowledged before me this March 8, 2016 (date) by Miguel Reyes (name of person acknowledged)

Rosana de la Torre
Notary Public signature

Affix Seal

ROSANA DELATORRE
Official Seal
Notary Public - State of Illinois
My Commission Expires Nov 13, 2019

In compliance with the ADA, this spousal affidavit of non participation is available in other formats for persons with disabilities. A ten day advance period is requested in writing to produce the alternate format.

FORM 35-4178
Revised 1/2008

Las Fuentes Jalisco Restaurant, Inc.

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Business Plan

Overview:

Las Fuentes Jalisco Restaurant, Inc. will open a Liquor Bar in Fremont Nebraska. It will sell all types of liquor to the consumers. Customers from the area will visit the Bar to purchase the liquor to either drink it inside the premises or take it to go. Since this Liquor bar will be located inside an existing restaurant, it will help the customers to stay in one place for any celebration or enjoyment.

Ka-Ching:

The prices will be very reasonable and comparable to similar businesses in the area. We will take cash and/or any major credit card. We will introduce karaoke nights to increase revenue.

Hustling:

We will introduce the business among the restaurant's customers and we will provide coupons for their next visits.

Success:

This business will be successful when it achieves a non-stop operation 7 days a week.

Obstacles & Challenges:

We do not anticipate any obstacles; however, since we are new to the State we find it very challenging opening a business.

Dated: February 23, 2016

1916 Mannheim Road – Des Plaines, Illinois 60018 – 847-376-8212

March 18, 2016

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Liquor Control Commission

301 Centennial Mall S # 5

Lincoln, NE 68508

BUSINESS AGREEMENT

Contract:

I, Gladys N. Sandoval, of Fremont, NE owner of Pupuseria La Moderna have come to an agreement to rent an area of the building located at 102 N. Main St. in Fremont, Nebraska to be used for a liquor bar area to Miguel Reyes Magana of Fremont, NE . His entity is doing business as Fuentes De Jalisco Inc. Fuentes De Jalisco will be responsible for his own taxes and operation expenses.

Rent Agreement:

The monthly rent for this said space will be $800.00 dollars for the first year that is due on the 1st. of every month with a deposit of $800.00.

Miguel will be responsible for 25% of the monthly utilities.

Miguel will be responsible for 50% of cable, internet, and phone.

Sales:

Fuentes De Jalisco Inc. will be in charge of all liquor sales, storage, serving, and inventory etc.

The liquor will be served both the bar and restaurant area.

There will be separate billing for the restaurant sales and liquor sales.

Each entity will have their own cash register in their own area.

The liquor will be stored in a locked 10x8 room in the basement of the main building; it will be locked at all the time. Basement access is through the restaurant area only.

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Miguel Reyes Magana, owner, will be the only person with access to this liquor storage room.

Operation:

Hours of operation will be Sunday to Thursday 10:30am to 11:00pm; Saturday from 10:30am to 2:00am.

Friday and Saturday there will be live band or karaoke provided by Fuentes de Jalisco Inc.

Fuentes de Jalisco Inc. employees will only have access to liquor in the bar area to serve.

Everyone in the dining and bar area will be asked for a valid ID for any liquor sale.

Liability:

Fuentes de Jalisco Inc. will be responsible for everyone in their bar area including any accidents caused by liquor or personal fault.

Pupuseria La Moderna will be responsible for everyone in their restaurant area including any accidents caused by liquor or personal fault.

SIGNATURE(S)

STATE OF: NEBRASKA

COUNTY OF: DODGE

On this 18th day of March year 2016 before me, Carlos Ventura, the undersigned notary public, personally appeared Miguel Reyes Magana and Gladys N. Sandoval. Personally known to me or proved to me or proved to me on the basis of satisfactory

evidence to be the persons whose name are subscribed to the within instrument and acknowledged to me that they executed the same voluntarily for the purpose expressed therein.

WITNESS by hand of official seal

GENERAL NOTARY - State of Nebraska
CARLOS VENTURA
My Comm. Exp. March 3, 2019

Notary Public Signature

Notary Public for the State Of
Nebraska
My Commission Expires:
March 3, 2019

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COMMERCIAL LEASE AGREEMENT

THIS LEASE (this "Lease") dated this 4th day of February, 2016

BETWEEN:

GLADIS SANDOVAL DBA PUPUSERIA LA MODERNA LLC of 102 N MAIN ST, FREMONT, Nebraska, 68025

Telephone: (402) 919-9083 Fax: _____

(the "Landlord")

OF THE FIRST PART

AND

LAS FUENTES JALISCO RESTAURANT, INC. of 102 N MAIN ST, FREMONT, Nebraska, 68025

Telephone: (402)721-1517

(the "Tenant")

OF THE SECOND PART

IN CONSIDERATION OF the Landlord leasing certain premises to the Tenant, the Tenant leasing those premises from the Landlord and the mutual benefits and obligations set forth in this Lease, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties to this Lease (the "Parties") agree as follows:

Definitions

1. When used in this Lease, the following expressions will have the meanings indicated:

   a. "Additional Rent" means all amounts payable by the Tenant under this Lease except Base Rent, whether or not specifically designated as Additional Rent elsewhere in this Lease;

   b. "Building" means all buildings, improvements, equipment, fixtures, property and facilities from time to time located at _____, 102 N MAIN ST, FREMONT, NE, 68025, as from time to time altered, expanded or reduced by the Landlord in its sole discretion;

   c. "Common Areas and Facilities" mean:

      i. those portions of the Building areas, buildings, improvements, facilities, utilities,

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equipment and installations in or forming part of the Building which from time to time are not designated or intended by the Landlord to be leased to tenants of the Building including, without limitation, exterior weather walls, roofs, entrances and exits, parking areas, driveways, loading docks and area, storage, mechanical and electrical rooms, areas above and below leasable premises and not included within leasable premises, security and alarm equipment, grassed and landscaped areas, retaining walls and maintenance, cleaning and operating equipment serving the Building; and

ii. those lands, areas, buildings, improvements, facilities, utilities, equipment and installations which serve or are for the useful benefit of the Building, the tenants of the Building or the Landlord and those having business with them, whether or not located within, adjacent to or near the Building and which are designated from time to time by the Landlord as part of the Common Areas and Facilities;

d. "Leasable Area" means with respect to any rentable premises, the area expressed in square feet of all floor space including floor space of mezzanines, if any, determined, calculated and certified by the Landlord and measured from the exterior face of all exterior walls, doors and windows, including walls, doors and windows separating the rentable premises from enclosed Common Areas and Facilities, if any, and from the center line of all interior walls separating the rentable premises from adjoining rentable premises. There will be no deduction or exclusion for any space occupied by or used for columns, ducts or other structural elements;

e. "Premises" means the commercial premises at _____, 102 N MAIN ST, FREMONT, NE, 68025 which is located approximately as shown in red on Schedule 'A' attached to and incorporated in the Lease.

f. "Rent" means the total of Base Rent and Additional Rent.

Intent of Lease

2. It is the intent of this Lease and agreed to by the Parties to this Lease that rent for this Lease will be on a gross rent basis meaning the Tenant will pay the Base Rent and any Additional Rent and the Landlord will be responsible for all other service charges related to the Premises and the operation of the Building save as specifically provided in this Lease to the contrary.

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Leased Premises

3. The Landlord agrees to rent to the Tenant the commercial premises municipally described as _____, 102 N MAIN ST, FREMONT, NE, 68025, (the "Premises") which is located approximately as shown in red on Schedule "A" attached to and incorporated in the Lease. The Premises are more particularly described as follows:
THIS IS A LEASE LICENCE TO SELL LIQUOR IN THE RESTAURANT AND THE LEASE OF THE BAR AREA SPACE ANNEXED TO THE RESTAURANT. The Premises will be used for only the following permitted use (the "Permitted Use"):
Liquor License, Drink permit - Licenses provide by tenant.
Neither the Premises nor any part of the Premises will be used at any time during the term of this Lease by Tenant for any purpose other than the Permitted Use.

4. While the Tenant, or an assignee or subtenant approved by the Landlord, is using and occupying the Premises for the Permitted Use and is not in default under the Lease, the Landlord agrees not to Lease space in the Building to any tenant who will be conducting in such premises as its principal business, the services of: Liquor License, Drink permit - Licenses provide by tenant.

5. No pets or animals are allowed to be kept in or about the Premises or in any common areas in the building containing the Premises. Upon thirty (30) days notice, the Landlord may revoke any consent previously given under this clause.

Term

6. The term of the Lease is a periodic tenancy commencing at 12:00 noon on January 15, 2016 and continuing on a year-to-year basis until the Landlord or the Tenant terminates the tenancy.

7. Upon 10 days notice, the Landlord may terminate the tenancy under this Lease if the Tenant has defaulted in the payment of any portion of the Rent when due.

8. Upon 10 days notice, the Landlord may terminate the tenancy under this Lease if the Tenant fails to observe, perform and keep each and every of the covenants, agreements, stipulations, obligations, conditions and other provisions of this Lease to be observed, performed and kept by the Tenant and the Tenant persists in such default beyond the said 10 days notice.

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Rent

9. Subject to the provisions of this Lease, the Tenant will pay a base rent of $800.00, payable per month, for the Premises (the "Base Rent"). In addition to the Base Rent, the Tenant will pay the following taxes to the appropriate government agencies: Permits and taxes of liquor licenses and liquor taxes.

10. The Tenant will pay the Base Rent on or before the 15TH OF EACH MONTH of each and every month of the term of this Lease to the Landlord.

11. The Base Rent for the Premises will increase over the Term of the Lease as follows:

_____
_____
_____
_____
_____
_____
_____
_____
_____
_____

12. The Tenant will be charged an additional amount of $50.00 for any late payment of Rent.

13. For any rent review negotiation, the basic rent will be calculated as being the higher of the Base Rent payable immediately before the date of review and the Open Market Rent on the date of review.

Use and Occupation

14. The Tenant will use and occupy the Premises only for the Permitted Use and for no other purpose whatsoever. The Tenant will carry on business under the name of LAS FUENTES JALISCO and will not change such name without the prior written consent of the Landlord, such consent not to be unreasonably withheld. The Tenant will open the whole of the Premises for business to the public fully fixtured, stocked and staffed on the date of commencement of the term and throughout the term, will continuously occupy and utilize the entire Premises in the active conduct of its business in a reputable manner on such days and during such hours of business as may be determined from time to time by the Landlord.

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15. The Tenant covenants that the Tenant will carry on and conduct its business from time to time carried on upon the Premises in such manner as to comply with all statutes, bylaws, rules and regulations of any federal, provincial, municipal or other competent authority and will not do anything on or in the Premises in contravention of any of them.

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Advance Rent and Security Deposit

16. On execution of this Lease, the Tenant will pay the Landlord advance rent (the "Advance Rent") to be held by the Landlord without interest and to be applied on account of the first and last installments of Gross Rent as they fall due and to be held to the extent not so applied as security for and which may be applied by the Landlord to the performance of the covenants and obligations of the Tenant under this Lease.

17. On execution of this Lease, the Tenant will pay the Landlord a security deposit equal to the amount of $800.00 (the "Security Deposit") to be held by the Landlord without interest. The Landlord will return the Security Deposit to the Tenant at the end of this tenancy, less such deductions as provided in this Lease but no deduction will be made for damage due to reasonable wear and tear.

18. The Tenant may not use the Security Deposit as payment for the Rent.

Quiet Enjoyment

19. The Landlord covenants that on paying the Base Rent and performing the covenants contained in this Lease, the Tenant will peacefully and quietly have, hold, and enjoy the Premises for the agreed term.

Distress

20. If and whenever the Tenant is in default in payment of any money, whether hereby expressly reserved or deemed as rent, or any part of the rent, the Landlord may, without notice or any form of legal process, enter upon the Premises and seize, remove and sell the Tenant's goods, chattels and equipment from the Premises or seize, remove and sell any goods, chattels and equipment at any place to which the Tenant or any other person may have removed them, in the same manner as if they had remained and been distrained upon the Premises, all notwithstanding any rule of law or equity to the contrary, and the Tenant hereby waives and renounces the benefit of any present or future statute or law limiting or eliminating the Landlord's right of distress.

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21. If the Tenant continues to occupy the Premises without the written consent of the Landlord at the expiration or other termination of the term, then the Tenant will be a tenant at will and will pay to the Landlord, as liquidated damages and not as rent, an amount equal to twice the Base Rent plus any Additional Rent during the period of such occupancy, accruing from day to day and adjusted pro rata accordingly, and subject always to all the other provisions of this Lease insofar as they are applicable to a tenancy at will and a tenancy from month to month or from year to year will not be created by implication of law; provided that nothing in this clause contained will preclude the Landlord from taking action for recovery of possession of the Premises.

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Inspections and Landlord's Right to Enter

22. Tenant acknowledges that it inspected the Premises, including the grounds and all buildings and improvements, and that they are, at the time of the execution of this Lease, in good order, good repair, safe, clean, and tenantable condition.

Landlord Chattels

23. The Landlord agrees to supply and the Tenant agrees to use and maintain in reasonable condition, normal wear and tear excepted, the following chattels:

    a. Tables, chairs and handling the Bar equipment.

Tenant Improvements

24. The Tenant will obtain written permission from the Landlord before doing any of the following:

    a. applying adhesive materials, or inserting nails or hooks in walls or ceilings other than two small picture hooks per wall;

    b. painting, wallpapering, redecorating or in any way significantly altering the appearance of the Premises;

    c. removing or adding walls, or performing any structural alterations;

    d. installing a waterbed(s);

    e. changing the amount of heat or power normally used on the Premises as well as installing additional electrical wiring or heating units;

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f. placing or exposing or allowing to be placed or exposed anywhere inside or outside the Premises any placard, notice or sign for advertising or any other purpose; or

g. affixing to or erecting upon or near the Premises any radio or TV antenna or tower.

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Utilities and Other Costs

25. The Tenant is responsible for paying to the Landlord the following utilities and other charges: electricity, natural gas, water, sewer, telephone, Internet and cable.

Insurance

26. The Tenant is hereby advised and understands that the personal property of the Tenant is not insured by the Landlord for either damage or loss, and the Landlord assumes no liability for any such loss. The Tenant is advised that, if insurance coverage is desired by the Tenant, the Tenant should inquire of Tenant's insurance agent regarding a Tenant's Policy of Insurance.

27. The Tenant is not responsible for insuring the Landlord's contents and furnishings in or about the Premises for either damage and loss, and the Tenant assumes no liability for any such loss.

28. The Tenant is responsible for insuring the Premises for damage or loss to the structure, mechanical or improvements to the Building on the Premises for the benefit of the Tenant and the Landlord. Such insurance should include such risks as fire, theft, vandalism, flood and disaster.

29. The Tenant is responsible for insuring the Premises for liability insurance for the benefit of the Tenant and the Landlord.

30. The Tenant will provide proof of such insurance to the Landlord upon request.

Attorney Fees

31. In the event that any action is filed in relation to this Lease, the unsuccessful party in the action will pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorney fees.

Governing Law

32. It is the intention of the Parties to this Lease that the tenancy created by this Lease and the performance under this Lease, and all suits and special proceedings under this Lease, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the

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laws of the State of Nebraska, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Severability

33. If there is a conflict between any provision of this Lease and the applicable legislation of the State of Nebraska (the 'Act'), the Act will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Lease.

Assignment and Subletting

34. The Tenant will not assign this Lease, or sublet or grant any concession or license to use the Premises or any part of the Premises. An assignment, subletting, concession, or license, whether by operation of law or otherwise, will be void and will, at Landlord's option, terminate this Lease.

Bulk Sale

35. No bulk sale of goods and assets of the Tenant may take place without first obtaining the written consent of the Landlord, which consent will not be unreasonably withheld so long as the Tenant and the Purchaser are able to provide the Landlord with assurances, in a form satisfactory to the Landlord, that the Tenant's obligations in this Lease will continue to be performed and respected, in the manner satisfactory to the Landlord, after completion of the said bulk sale.

Additional Provisions

36. The restaurant will open at 10:00 AM and will close at 11:00 PM Land lord and tenant will in and out together, The tenant will not get a key from the restaurant; , Bout parties will be able to sell throughout the restaurant and bar area; The tenant will paid25% of utilities cost, and 50% of cable and internet cost, the landlord can only offer snacks and peanuts seed but can not sell food at all, The tenant will have the write to keep alcohol storage on the basement, Tenant will help to clean the outdoor when snow accumulation occurred. Each party will charge their own sales. Tenant will no have access to the kitchen the ice will be provided by landlord. The back door will be not used for the public services, no body is allowed to use the back door.

Maintenance

37. The Tenant will, at its sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the term of this Lease and any renewal of this Lease.

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38. In particular, the Tenant will keep the fixtures in the Premises in good order and repair. The Tenant will, at Tenant's sole expense, make all required repairs to the plumbing, range, heating apparatus, and electric and gas fixtures whenever damage to such items will have resulted from the Tenant's misuse, waste, or neglect or that of the Tenant's employee, family, agent, or visitor.

39. The Tenant will be responsible at its own expense to replace all electric light bulbs, tubes, ballasts or fixtures serving the Premises.

40. The Tenant will professionally steam clean any carpets on a yearly basis and at the termination of this Lease or the Landlord may charge the Tenant or deduct the cost of having the carpets professionally steam cleaned from the security deposit.

41. The Tenant will also perform the following maintenance in respect to the Premises: Tenant will be responsible for any damages to the unit, and will take care of any imperfections that need maintenance reduced to the leased area.

Care and Use of Premises

42. The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Premises or to any furnishings or other property supplied by the Landlord

43. The Tenant will not make (or allow to be made) any noise or nuisance which, in the reasonable opinion of the Landlord, disturbs the comfort or convenience of other tenants.

44. The Tenant will not engage in any illegal trade or activity on or about the Premises.

45. The Landlord and Tenant will comply with standards of health, sanitation, fire, housing and safety as required by law.

Surrender of Premises

46. At the expiration of the lease term, the Tenant will quit and surrender the Premises in as good a state and condition as they were at the commencement of this Lease, reasonable use and wear and damages by the elements excepted.

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Hazardous Materials

47. The Tenant will not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire on the Premises or that might be considered hazardous by any responsible insurance company.

Rules and Regulations

48. The Tenant will obey all rules and regulations posted by the Landlord regarding the use and care of the Building, parking lot, laundry room and other common facilities that are provided for the use of the Tenant in and around the Building on the Premises.

General Provisions

49. Any waiver by the Landlord of any failure by the Tenant to perform or observe the provisions of this Lease will not operate as a waiver of the Landlord's rights under this Lease in respect of any subsequent defaults, breaches or nonperformance and will not defeat or affect in any way the Landlord's rights in respect of any subsequent default or breach.

50. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each party to this Lease. All covenants are to be construed as conditions of this Lease.

51. All sums payable by the Tenant to the Landlord pursuant to any provision of this Lease will be deemed to be Additional Rent and will be recovered by the Landlord as rental arrears.

52. Where there is more than one Tenant executing this Lease, all Tenants are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Lease.

IN WITNESS WHEREOF the Parties to this Lease have duly affixed their signatures under hand and seal, or by a duly authorized officer under seal, on this 4th day of February, 2016.

GLADIS SANDOVAL DBA PUPUSERIA LA MODERNA LLC (Landlord)

(Witness)

Per: (SEAL)

MIGUEL REYES (Tenant)

(Witness)

Per: (SEAL)

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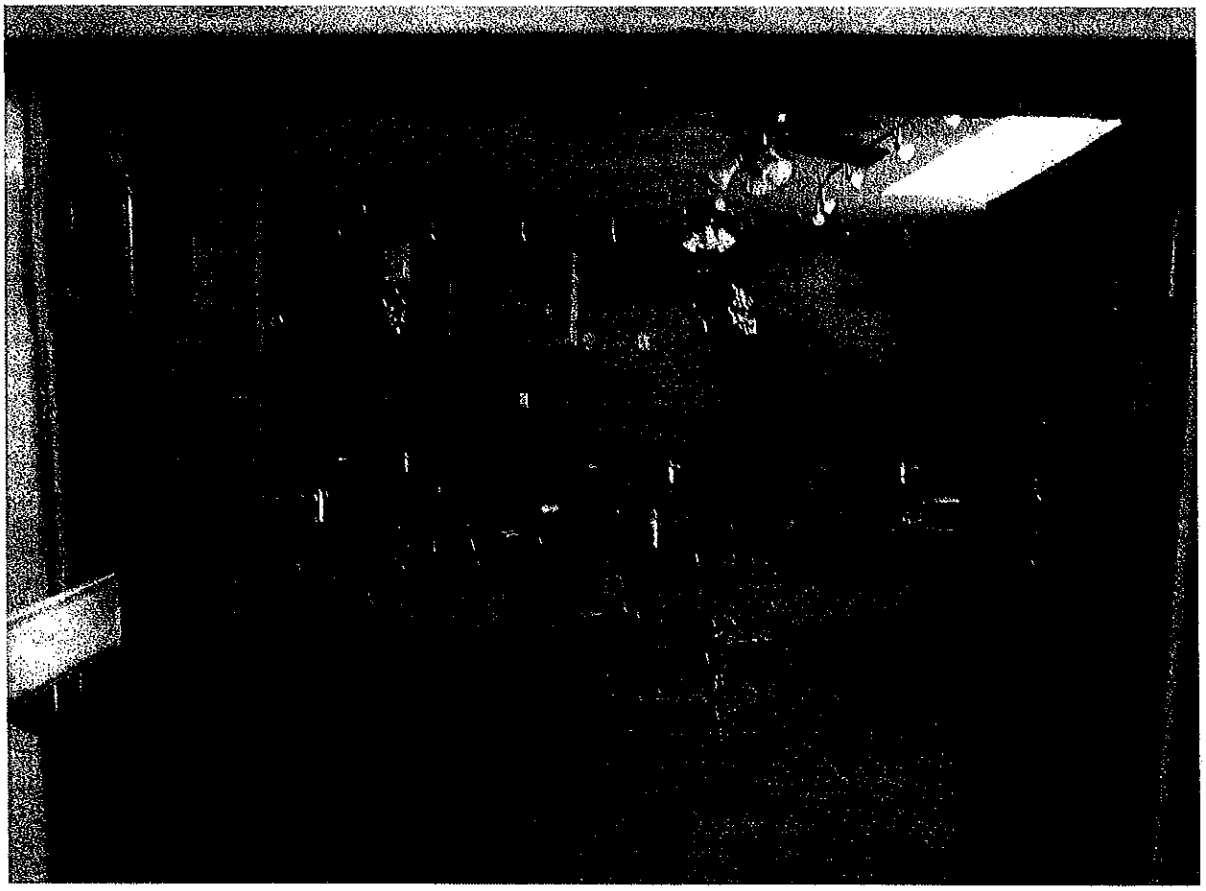

Door into the Bar area

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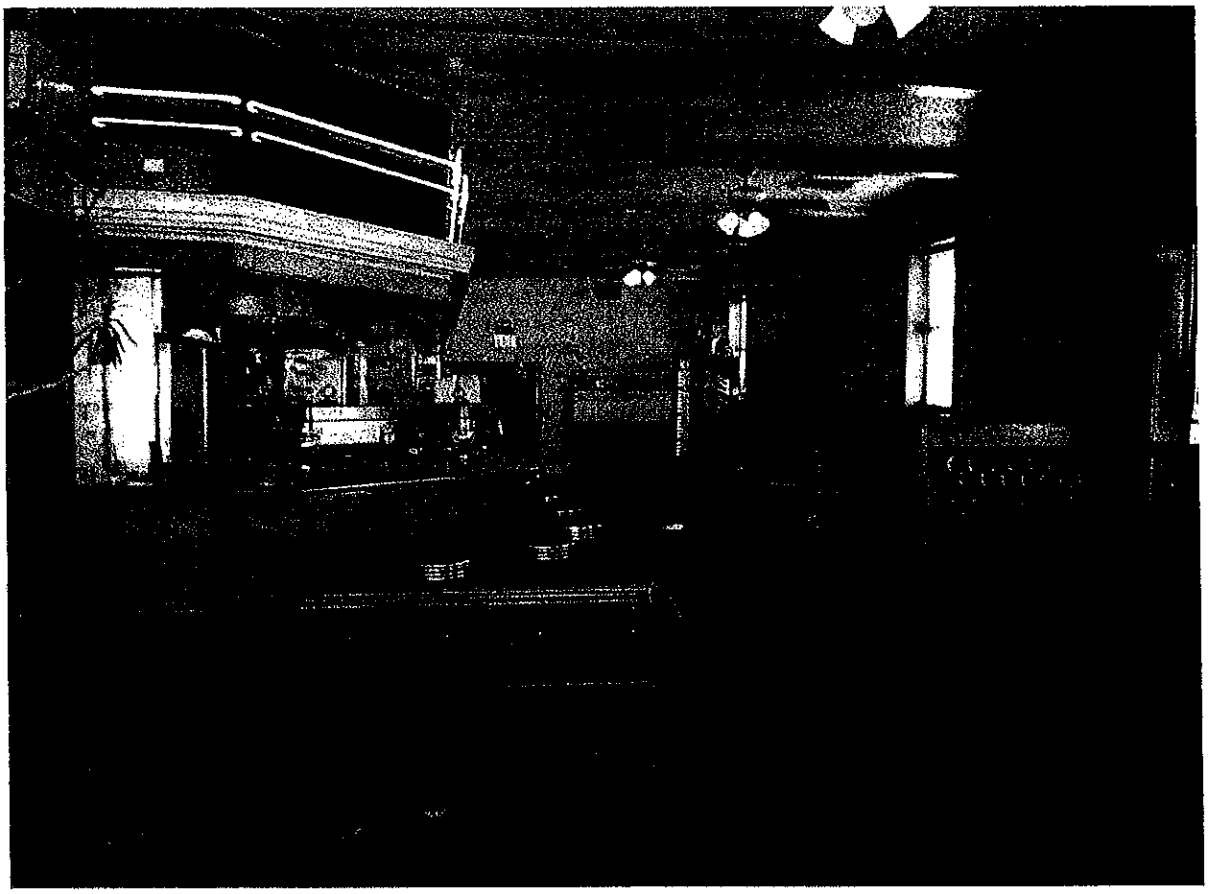

main entrance to the Back of the restaurant

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From the Bar door to the main entrance

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Bar seating

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DODGE COUNTY COUNTY REAL PROPERTY INFORMATION

Parcel ID: 270004655 | **Active** | **Tax Year:** 2016 | **Run Date:** 03-17-2016 9:40 AM |

NDR Code: 01-03-03-01-03-01 | **Status** 01 Improved | **Use:** 03 Commercial | **Zoning:** 03 Commercial | **Location:** 01 Urban

City Size: 03 12,001 - 100,000 | **Parcel Size:** 01 < 10,000 Sq. Ft.

MANES, CHARLENE
2627 CO RD 11
FREMONT, NE 68025

Additional Owners
No.

102 N MAIN
FREMONT, NE 68025

Cadastral #
Living Units:
Zoning:
Neighborhood: 4101 - 04101 - FREMONT-
Tax Unit Group: 1 - FREMONT CITY
School Base: 0510 27-0001 FREMONT
Exemptions:
Property Flags: FDID

Topography: LEVEL
Utilities: ALL
Access: BLACKTOP
Location:
Parking Type:
Parking Quantity:

OT S44' LOTS 5 & 6 BLK 204

Grantor	Date	Type	Sale Amount	Validity	Inst.Type	Reference #
PAULSON TRUST	04/23/1997	Conversion	$100,000	YES		253/913

Number	Issue Date	Amount	Status	Type	Description
C-056	02/10/2004	$10,000	Closed		REMODEL 2ND FLOOR OFFICE
P-1624	12/20/2002	$40,000	Closed		REMODEL APTS - COMPLETE
02-146	03/13/2002	$10,000	Closed		REMODEL APT IN BLDG COMP N/C

Date	Time	Reason	Appraiser	Contact-Code
3/2/2011			JT	

Year	Level	Case #	Status	Action
2005	BOE	013	Closed	Board Value

Tax Year	Land	Building	Total
2015	$20,765	$137,360	$158,125
2014	$20,765	$137,360	$158,125
2013	$20,765	$137,360	$158,125
2012	$20,765	$137,360	$158,125

	Land	Building	Total	Method
Current	$20,765	$137,360	$158,125	PRIOR
Prior	$20,765	$137,360	$158,125	PRIOR
Cost	$540,180	Market		
Income		MRA	Override	$158,125

Method	AC/SF/Units	FF	Depth	Inf1	Inf2	Factor	Base Val	Final Value	Avg Unit Val
SQ FT METHOD OF	5,612	1.00	5612.00				20,764	20,765	3.70

Total Market Land Area in Acres 0.130 **Total** $20,765

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CONTROL COMMISSION

DODGE COUNTY COUNTY REAL PROPERTY INFORMATION

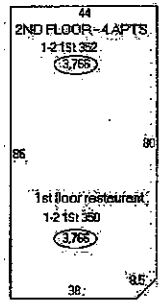
Parcel ID: 270004655 **Active** **Tax Year:** 2016 **Run Date:** 03-17-2016 9:40 AM

Bldg No: **Type:** **Primary Use:** Restaurant **Identical Units:** **ResUnits / Units** 5

ANDY'S ON MAIN

Total Area: 7,532

Parcel #: 270004655



— Denotes common wall

Sec	Occupancy	MSCls	Yr Blt	Eff Age	Rank	Str	Area	Perim	Hgt	Cond	Fn	Eco
1	352 Multiple Res (Low Rise)	C	1900	1	2.00	1	3,766	256	13	2	0	
2	350 Restaurant	C	1900		2.00	1	3,766	256	13	2	0	

Sec	Code	Units	Pct.	Size	Oth	Yr
1	807 Brick, Solid		100			
1	629 Control Atmos.,		100			
2	807 Brick, Solid		100			
2	629 Control Atmos.,		100			

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CONTROL COMMISSION

DODGE COUNTY COUNTY REAL PROPERTY INFORMATION

Parcel ID: 270004655 | Active | Tax Year: 2016 | Run Date: 03-17-2016 9:40 AM |

Occupancy	MSCI Rank	Qty	Yr Blt	Area	Perim	Hgt	Dim	St	%Cmp	Code	Units	Pct.	Oth	Rank	Year

ID	Code	Desc	Year	Units/Area	L	W	Hgt	Qual	Roof	Wall	Floor	Cond	Phy	Fn
	CBS	BSMT, COMM	1900	1883										

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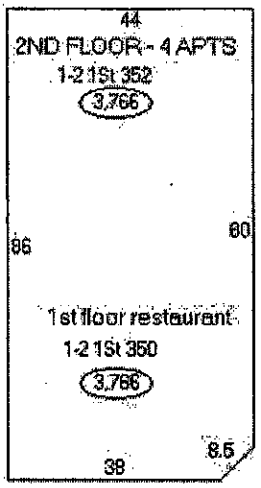
NEBRASKA LIQUOR
CONTROL COMMISSION

Parcel #: 270004655



-- Denotes common wall.

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CONTROL COMMISSION

STATE OF NEBRASKA

Pete Ricketts
Governor

NEBRASKA LIQUOR CONTROL COMMISSION
Hobert B. Rupe Executive Director
301 Centennial Mall South, 5th Floor
P.O. Box 95046
Lincoln, Nebraska 68509-5046
Phone (402) 471-2571
Fax (402) 471-2814
TRS USER 800 833-7252 (TTY)

March 21, 2016

Las Fuentes Jalisco Restaurant Inc
1916 N Manheim Road
Des Plaines, IL 60018

RE: Liquor License Class C - #116913

Dear Applicant:

The Nebraska Liquor Control Commission (NLCC) has forwarded a copy of your liquor application to the local governing body listed on the application. They shall hold a public hearing within 45 days after receipt of receiving the documentation for the purpose of making a recommendation for or against the issuance of your license. The local governing body must then return a recommendation back into the NLCC office. The Commission urges you to attend any hearing before your local governing body. **This entire application process may require approximately 60 days.**

According to the statutes, no license shall be issued by the Commission until the expiration of the time allowed (10 days after receipt of the local recommendation at the NLCC office) for receipt of any objection requiring a hearing, such as citizen protests.

Also, prior to the issuance of this license all requirements must be met with the Nebraska State Fire Marshal and the Nebraska Department of Agriculture - Dairies & Foods Sanitation Division and Nebraska State Patrol. Any building or remodeling on the proposed premises prior to receiving a license is done at your own risk. Issued licenses are mailed to your local clerk for you to pick up and pay all appropriate fees. A liquor license is effective:

1. Upon payment of the license fees
2. Physical possession of the license
3. Effective date on the license

NEBRASKA LIQUOR CONTROL COMMISSION

Brenda Hiland

Brenda Hiland
Licensing Division

cc: File

STATE OF NEBRASKA

Pete Ricketts
Governor

NEBRASKA LIQUOR CONTROL COMMISSION
Hobert B. Rupe Executive Director
301 Centennial Mall South, 5th Floor
P.O. Box 95046
Lincoln, Nebraska 68509-5046
Phone (402) 471-2571
Fax (402) 471-2814
TRS USER 800 833-7252 (TTY)

March 21, 2016

Fremont City Clerk
400 E Military Ave
Fremont, NE 68025-5141

RE: Liquor license Class C - 116913 for Las Fuentes Jalisco

Clerk:

Attached is the form to be used on all retail liquor license applications. Local clerks must collect proper license fees and occupation tax per ordinance, if any, before delivering the license at time of issuance.

TWO KEY TIME FRAMES TO KEEP IN MIND ARE:

1) Publicize one time not less than 7 days not more than 14 days prior to date of hearing.

2) You have 45 days to conduct a hearing after the date of receipt of the notice from this Commission (§53-134). You may choose **NOT** to make a recommendation of approval or denial to our Commission.

PER §53-133, THE LIQUOR CONTROL COMMISSION SHALL SET FOR HEARING ANY APPLICATION WHEREIN:

1) There is a recommendation of denial from the local governing body.

2) A citizens protest; or

3) Statutory problems that the Commission discovers.

PLEASE NOTE...A LICENSEE MUST BE PROPERLY LICENSED IN ORDER TO PURCHASE FROM WHOLESALERS; AND, A LICENSE IS EFFECTIVE:

1) Upon payment of the license fees;
2) Physical possession of the license;
3) Effective date on the license.

Sincerely,

NEBRASKA LIQUOR CONTROL COMMISSION

Brenda Hiland

Brenda Hiland
Licensing Division

Enclosures

RECEIPT

From:	Brenda Hiland
Phone #:	402-471-2735
Fax #:	402-471-2814
Company Name:	Nebraska Liquor Control Commission

To:	Fremont City Clerk
Re:	Las Fuentes Jalisco Restaurant Inc
DBA:	Las Fuentes Jalisco
Application #:	C - 116913

PLEASE COMPLETE THE BOTTOM SECTION IMMEDIATELY UPON RECEIPT OF THIS APPLICATION AND FAX OR EMAIL THIS FORM BACK ACKNOWLEDGING THE RECEIPT OF THIS APPLICATION. PLEASE DATE STAMP IF THAT OPTION IS AVAILABLE. THANK YOU.

_____

DATE OF RECEIPT

_____

SIGNATURE

bh

RECOMMENDATION OF THE NEBRASKA LIQUOR CONTROL COMMISSION

Date Mailed from Commission Office: **March 21, 2016**

I,_____Clerk of _____

(City, Village or County)

Nebraska, hereby report to the Nebraska Liquor Control Commission in accordance with Revised Statutes of Nebraska, Chapter 53, Sec. 134 (7) the recommendation of said city, village or county, as the case may be relative to the application for a license under the provisions of the Nebraska Liquor Control Act as applied for by:

Las Fuentes Jalisco Restaurant Inc dba Las Fuentes Jalisco
102 N Main Street, Fremont / Dodge County, 68025
Application for Class C - 116913
45 days – 5/5/2016

1. Notice of local hearing was published in a legal newspaper in or of general circulation in city, village or county, one time not less than 7 nor more than 14 days before time of hearing.

   Check one Yes_____ No_____

   The Statutes require that such hearing shall be held not more than 45 days after the date of receipt of this notice from the Commission.

2. Local hearing was held not more that 45 days after receipt of notice from the Nebraska Liquor Control Commission.

   Check one Yes_____ No_____

3. Date of hearing of Governing Body: _____

4. Type or write the Motion as voted upon by the Governing Body. If additional Motions are made by the Governing Body, then use an additional page and follow same format.

   _____

   _____

   _____

5. Motion was made by:_____Seconded by:_____

6. Roll Call Vote: _____

   _____

7. Check one: The motion passed: _____The motion failed: _____

8. If the motion is for recommendation of denial of the applicant, then list the reasons of the governing body upon which the motion was made.

   _____

   _____

   _____

   (Attached additional page if necessary)

SIGN HERE_____**DATE**_____

clerks signature

STATE OF NEBRASKA

Pete Ricketts
Governor

NEBRASKA LIQUOR CONTROL COMMISSION
Hobert B. Rupe Executive Director
301 Centennial Mall South, 5th Floor
P.O. Box 95046
Lincoln, Nebraska 68509-5046
Phone (402) 471-2571
Fax (402) 471-2814
TRS USER 800 833-7252 (TTY)

March 21, 2016

State Fire Marshal Office
Attn: Deb Mitchell
438 West Market Street
Albion, NE 68620

RE: New application for Las Fuentes Jalisco

An application has been made to this office for a retail liquor license for:

LICENSE #:	Class C - 116913
LICENSEE NAME:	Las Fuentes Jalisco Restaurant Inc
TRADE NAME:	Las Fuentes Jalisco
ADDRESS:	102 N Main Street, Fremont / Dodge County 68025
PHONE:	402-721-1571 773-936-6201
EMAIL:	lasfuentesjalisco@yahoo.com

Kindly advise the Licensing Division of the Liquor Control Commission if the premises meet the standards as set by your department.

MEETS REQUIREMENTS: **YES** _____ **NO** _____

Signed:_____

Report Due: 4/20/2016 - bh

STATE OF NEBRASKA

Pete Ricketts
Governor

NEBRASKA LIQUOR CONTROL COMMISSION
Hobert B. Rupe Executive Director
301 Centennial Mall South, 5th Floor
P.O. Box 95046
Lincoln, Nebraska 68509-5046
Phone (402) 471-2571
Fax (402) 471-2814
TRS USER 800 833-7252 (TTY)

March 21, 2016

Department of Agriculture
Division of Dairies and Foods
301 Centennial Mall South – 4th Floor
Lincoln NE 68509

RE: New application for Las Fuentes Jalisco

An application has been made to this office for a retail liquor license for:

LICENSE #:	Class C - 116913
LICENSEE NAME:	Las Fuentes Jalisco Restaurant Inc
TRADE NAME:	Las Fuentes Jalisco
ADDRESS:	102 N Main Street, Fremont / Dodge County 68025
PHONE:	402-721-1571 773-936-6201
EMAIL:	lasfuentesjalisco@yahoo.com

Kindly advise the Licensing Division of the Liquor Control Commission if the premises meet the standards as set by your department.

MEETS REQUIREMENTS: **YES** _____ **NO** _____

Signed:_____

Report Due: 4/20/2016 - bh

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREMONT, NEBRASKA CONSIDERING THE APPLICATION OF THE CLASS C LIQUOR LICENSE FOR LAS FUENTES JALISCO RESTAURANT, INC., 102 N. MAIN ST, FREMONT, NEBRASKA.

WHEREAS, an application was filed by Las Fuentes Jalisco Restaurant, Inc., 102 N. Main St., Fremont, Nebraska for a class C liquor license; and,

WHEREAS, a public hearing notice was published in the Fremont Tribune as required by state law on April 1, 2016; and,

WHEREAS, a public hearing was held on April 12, 2016 for the purpose of discussing such liquor license application,

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF FREMONT, NEBRASKA, that:

- The City of Fremont hereby recommends approval of the above identified liquor license application.
- The City of Fremont hereby makes no recommendation as to the above identified liquor license application.
- The City of Fremont hereby makes no recommendation as to the above identified liquor license application with the following stipulations:

  _____

  _____.

The City of Fremont hereby recommends denial of the above identified liquor license application for the following reasons:

_____

_____.

PASSED AND APPROVED THIS _____ DAY OF _____, 2015.

_____
Scott Getzschman, Mayor

ATTEST:

_____
Tyler Ficken, City Clerk

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: TYLER FICKEN, CITY CLERK

DATE: April 5, 2016

SUBJECT: Hy-Vee Inc. dba Hy-Vee Gas at 840 East 23rd Street

Recommendation: Move to open the public hearing on the Class CK liquor license manager application of Hy-Vee Inc. dba Hy-Vee Food Store at 840 East 23rd Street. Receive testimony 3. Move to close the public hearing.

Background: This is an existing business requesting Rob A. Reif be approved as the new liquor license manager.

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: TYLER FICKEN, CITY CLERK

DATE: April 5, 2016

SUBJECT: Hy-Vee Inc. dba Hy-Vee Food Store at 840 East 23rd Street

Recommendation: 1. Move to approve Resolution by recommending approval of new liquor license manager application of Rob A. Reif for Hy-Vee Inc. dba Hy-Vee Food Store at 840 East 23rd Street.

Background: After holding a public hearing, Council will need to make a recommendation to the Nebraska Liquor Control Commission regarding the application.

The Resolution presented to Council requires a choice to be made. Council can recommend approval, no recommendation, no recommendation with stipulations or denial. Once a motion to amend the Resolution choosing one of the options has been made, then Council will need to approve the Resolution, as amended.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREMONT, NEBRASKA CONSIDERING THE APPLICATION FOR NEW LIQUOR LICENSE MANAGER OF ROB A. REIF FOR HY-VEE INC. DBA HY-VEE FOOD STORE AT 840 EAST 23RD STREET, FREMENT, NEBRASKA.

WHEREAS, an application was filed by Rob A. Reif of Hy-Vee Inc. dba Hy-Vee Food Store at 840 East 23rd Street, Fremont, Nebraska for a new liquor license manager, and,

WHEREAS, a public hearing notice was published in the Fremont Tribune as required by state law on April 5, 2016; and,

WHEREAS, a public hearing was held on April 12, 2016 for the purpose of discussing such new liquor license manager application,

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF FREMONT, NEBRASKA, that:

- The City of Fremont hereby recommends approval of the above identified new liquor license manager application.
- The City of Fremont hereby makes no recommendation as to the above identified new liquor license manager application.
- The City of Fremont hereby makes no recommendation as to the above identified new liquor license manager application with the following stipulations:

  _____

  _____.

The City of Fremont hereby recommends denial of the above identified new liquor license manager application for the following reasons:

_____

_____.

PASSED AND APPROVED THIS _____ DAY OF _____, 2016.

_____
Scott Getzschman, Mayor

ATTEST:

_____
Tyler Ficken, City Clerk

Fremont Police Department
Incident Narrative
7 FOURTH Reif

On Tuesday 03/14/2016 I completed a background investigation regarding a new manager application completed and signed by Robert A. Reif of Lincoln, NE. Mr. Reif has applied for a managerial position at the Hy-Vee Gas located at 858 East 23rd Street in Fremont. Mr. Reif has been employed with Hy-Vee, INC. since 1992. Mr. Reif holds a valid operator's license with the State of Nebraska and our agency has not had any contact with Mr. Reif. I see no reason to deny his application.

Lt. Ed Watts
#Lt3

On Tuesday 04/05/2016 I received an addendum to my prior investigation. Mr. Reif will also be in a managerial position at the Hy-Vee main store as well. The application includes a page indicating his criminal history was checked by the Nebraska State Patrol showing no criminal history. Nothing else has changed since my previous investigation and at this time I see no reason to deny his application.

Lt. Ed Watts
#Lt3

MANAGER APPLICATION
INSERT - FORM 3c

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.nebraska.gov

Office Use

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NEBRASKA LIQUOR
CONTROL COMMISSION

MUST BE:

- ✓ **Citizen of the United States. Include copy of US birth certificate, naturalization paper or current US passport**
- ✓ **Nebraska resident. Include copy of voter registration in the State of Nebraska**
- ✓ **Fingerprinted. See Form 147 for further information, this form MUST be included with your application.**
- ✓ **21 years of age or older**

Corporation/LLC Information

Name of Corporation/LLC: Hy-Vee, Inc.

Premise Information

Liquor License Number: 62671 Class Type CK (If new application leave blank)

Premise Trade Name/DBA: HY-VEE FOOD STORE

Premise Street Address: 840 E 23rd St -Inside

City: Fremont County: Dodge Zip Code: 68025

Premise Phone Number: (402) 727-6717

Email address: 1185Director@hy-vee.com

The individual whose name is listed as a corporate officer or managing member as reported on insert form 3a or 3b or listed with the Commission. Click on this link to see authorized individuals. http://www.lcc.ne.gov/license_search/licsearch.cgi

SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER
(Faxed signatures are acceptable)

1600004489

Manager's information must be completed below. PLEASE PRINT CLEARLY

Last Name: Reif First Name: Rob MI: A

Home Address (include PO Box if applicable): 930 Twin Ridge Rd.

City: Lincoln County: Lancaster Zip Code: 68510

Home Phone Number: [redacted] Business Phone Number: 402-483-7707

Social Security Number: [redacted] Drivers License Number & State: [redacted]

Date Of Birth: [redacted] Place Of Birth: Burlington, IA

Email address: 1385director@hy-vee.com

Are you married? If yes, complete spouse's information (if your spouse's identity has been substituted)

☒ YES ☐ NO

Spouse's information

Spouses Last Name: Reif First Name: Jennifer MI: L

Social Security Number: [redacted] Drivers License Number & State: [redacted]

Date Of Birth: [redacted] Place Of Birth: Sedalia, MO

APPLICANT & SPOUSE MUST LIST RESIDENCES FOR THE PAST TEN (10) YEARS

APPLICANT			SPOUSE		
CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
930 Twin Ridge Rd.	2014	present	Lincoln, NE		
7515 Glyndark Dr.	2011	2014	Lincoln, NE		
7739 Phares Dr.	2009	2011	Lincoln, NE		
3505 Balkan Ct.	2006	2009	Columbia, MO		

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MANAGER'S LAST TWO EMPLOYERS

YEAR FROM	TO	NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
1992	Present	Hy-Vee, Inc.		

1. **READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.**
   Must be completed by both applicant and spouse, unless spouse has filed an affidavit of non-participation.

Has anyone who is a party to this application, or their spouse, EVER been convicted of or plead guilty to any charge. Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name.

☐ YES ☒ NO

If yes, please explain below or attach a separate page.

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (City & State)	Description of Charge	Disposition

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2. Have you or your spouse ever been approved or made application for a liquor license in Nebraska or any other state?

   ☐ YES ☒ NO

   IF YES, list the name of the premise(s):

   _____

3. Do you, as a manager, qualify under Nebraska Liquor Control Act (§53-131.01) and do you intend to supervise, in person, the management of the business?

   ☒ YES ☐ NO

4. List the alcohol related training and/or experience (when and where) of the person making application.

*NLCC Training Certificate Issued: 2-29-16 Name on Certificate: Robert Alexander Reif

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
Robert Alexander Reif	02/2016	Responsible Beverage Service Training
Robert Alexander Reif	02/2016	Lincoln Server/Seller Permit

*For list of NLCC Certified Training Programs see www.lcc.ne.gov/traininginfo.html

Experience:

Applicant Name / Job Title	Date of Employment:	Name & Location of Business:

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CONTROL COMMISSION

5. Have you enclosed Form 147 regarding fingerprints?

☒ YES ☐ NO

PERSONAL OATH AND CONSENT TO INVESTIGATION

The above individual(s), being first duly sworn upon oath, deposes and states that the undersigned is the applicant and/or spouse of applicant who makes the above and foregoing application that said application has been read and that the contents thereof and all statements contained therein are true. If any false statement is made in any part of this application, the applicant(s) shall be deemed guilty of perjury and subject to penalties provided by law. (Sec §53-131.01) Nebraska Liquor Control Act.

The undersigned applicant hereby consents to an investigation of his/her background including all records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant and spouse waive any rights or causes of action that said applicant or spouse may have against the Nebraska Liquor Control Commission and any other individual disclosing or releasing said information to the Nebraska Liquor Control Commission. If spouse has **NO** interest directly or indirectly, a spousal affidavit of non participation may be attached.

The undersigned understand and acknowledge that any license issued, based on the information submitted in this application, is subject to cancellation if the information contained herein is incomplete, inaccurate, or fraudulent.

Signature of Manager Applicant

Signature of Spouse

ACKNOWLEDGEMENT

State of Nebraska
County of Lancaster The foregoing instrument was acknowledged before me this

3/1/2016 by Robert Reif and Jennifer Reif
date name of person acknowledged

Karissa Mettler
Notary Public signature

Affix Seal

State of Nebraska - General Notary
KARISSA METTLER
My Commission Expires
December 19, 2016

In compliance with the ADA, this application is available in other formats for persons with disabilities. A ten day advance period is required in writing to produce the alternate format.

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NEBRASKA LIQUOR
CONTROL COMMISSION

SPOUSAL AFFIDAVIT OF NON PARTICIPATION INSERT

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.ne.gov

Office Use

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NEBRASKA LIQUOR CONTROL COMMISSION

I acknowledge that I am the spouse of a liquor license holder. My signature below confirms that I will have not have any interest, directly or indirectly in the operation or profit of the business (§53-125(13)) of the Liquor Control Act. I will not tend bar, make sales, serve patrons, stock shelves, write checks, sign invoices or represent myself as the owner or in any way participate in the day to day operations of this business in any capacity. I understand my fingerprint will not be required; however, I am obligated to sign and disclose any information on all applications needed to process this application.

Signature of spouse asking for waiver
(Spouse of individual listed below)

Jennifer L. Reif
Printed name of spouse asking for waiver

State of Nebraska

County of Lancaster

3/1/2016.
date

The foregoing instrument was acknowledged before me this

by Jennifer L. Reif
name of person acknowledged

Karissa Mettler.
Notary Public signature

Affix Seal

State of Nebraska - General Notary
KARISSA METTLER
My Commission Expires
December 19, 2018

I acknowledge that I am the spouse of the above listed individual. I understand that my spouse and I are responsible for compliance with the conditions set out above and if it is determined that the above individual has violated (§53-125(13)) the Commission may cancel or revoke the liquor license.

Signature of individual involved with application
(Spouse of individual listed above)

Robert A Reif
Printed name of applying individual

State of Nebraska

County of Lancaster

3/1/2016
date

The foregoing instrument was acknowledged before me this

by Robert A. Reif
name of person acknowledged

Karissa Mettler.
Notary Public signature

Affix Seal

State of Nebraska - General Notary
KARISSA METTLER
My Commission Expires
December 19, 2018

In compliance with the ADA, this spousal affidavit of non participation is available in other formats for persons with disabilities. A ten day advance period is requested in writing to produce the alternate format.

CERTIFICATE OF VITAL RECORD

STATE OF IOWA

County Record

STATE OF IOWA
DEPARTMENT OF HEALTH

114

Cert. No. 29-10462 CERTIFICATE OF LIVE BIRTH

BIRTH NUMBER

OR PRINT IN PERMANENT INK (HANDBOOK FOR INSTRUCTIONS)

CHILD

CHILD—NAME (FIRST, MIDDLE, LAST)	ROBERT ALEXANDER REIF	DATE OF BIRTH (MONTH, DAY, YEAR)	[redacted]6
HOUR	11:55 a. m.		
SEX	Male	THIS BIRTH—SINGLE, TWIN, TRIPLET, ETC. (SPECIFY)	single
IF NOT SINGLE BIRTH—BORN FIRST, SECOND, THIRD, ETC. (SPECIFY)		COUNTY OF BIRTH	Des Moines
CITY, TOWN, OR LOCATION OF BIRTH	Burlington	INSIDE CITY LIMITS (SPECIFY YES OR NO)	yes
HOSPITAL—NAME (IF NOT IN HOSPITAL, GIVE STREET AND NUMBER)	Burlington Medical Center		

MOTHER

MOTHER—MAIDEN NAME (FIRST, MIDDLE, LAST)	Letha Jean [redacted]	AGE (AT TIME OF THIS BIRTH)	26
STATE OF BIRTH (IF NOT IN U.S.A., NAME COUNTRY)	Iowa		
RESIDENCE—STATE	Iowa	COUNTY	Des Moines
CITY, TOWN, OR LOCATION	Sperry	INSIDE CITY LIMITS (SPECIFY YES OR NO)	no
STREET AND NUMBER	RR #1		

FATHER

FATHER—NAME (FIRST, MIDDLE, LAST)	Clifford George Reif, Jr.	AGE (AT TIME OF THIS BIRTH)	22
STATE OF BIRTH (IF NOT IN U.S.A., NAME COUNTRY)	Iowa		
INFORMANT	X Letha Jean Reif	RELATION TO CHILD	Mother

CERTIFIER

I CERTIFY THAT THE ABOVE NAMED CHILD WAS BORN ALIVE AT THE PLACE AND TIME AND ON THE DATE STATED ABOVE. SIGNATURE	JoEllen Hoth M.D.	DATE SIGNED (MONTH, DAY, YEAR)	[redacted]
ATTENDANT—M.D., D.O., MIDWIFE, OTHER (SPECIFY)	M.D.		
CERTIFIER—NAME (TYPE OR PRINT)	JoEllen Hoth, M.D.	MAILING ADDRESS (STREET OR R.F.D. NO., CITY OR TOWN, STATE, ZIP)	201 Witte Bldg, Burlington, Iowa 52601
REGISTRAR—SIGNATURE	Maximine K. Stepan	DATE RECEIVED BY LOCAL REGISTRAR (MONTH, DAY)	April 12, 1976

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NEBRASKA LIQUOR
CONTROL COMMISSION

This is to certify that this is a true and correct reproduction of the original record as recorded in this office, issued under authority of Chapter 144, Code of Iowa.

DEC 22 1999
DATE ISSUED

BY Anita Kahl
COUNTY REGISTRAR OF VITAL RECORDS

OF DES MOINES
COUNTY

C0515740

FORM #588-0328C (1999)

WARNING: IT IS ILLEGAL TO DUPLICATE THIS COPY

THE GREAT SEAL OF THE STATE OF IOWA

COUNTY REGISTRAR — IOWA — REGISTRATION OF VITAL STATISTICS

David J Shively
(402) 441-7311
Lancaster County Election Commissioner
601 N 46th St
Lincoln, NE 68503

Return Service Requested

Acknowledgement & Verification of Registration

Precinct: 10C12
Polling Place: **Party:** REP
Gramercy Hill
6800 A St
(Lobby Meeting area)
Lincoln
Legislative District 28
County Commissioner DIST 05
Lincoln City Council DIST 02
Lower Platte South NRD SubD 8
Lincoln Public Schools
LPS School Board DIST 06
Southeast Com College Dist 4

Lancaster County, State of Nebraska

3444183
Robert A Reif
930 Twin Ridge Rd
Lincoln, NE 68510

RECEIVED
MAR 09 2016
NEBRASKA LIQUOR
CONTROL COMMISSION

RECEIVED

MAR 09 2016

NEBRASKA LIQUOR
CONTROL COMMISSION

RBST Online
Training Credentials

Certificate of Achievement

- for those who serve or sell alcohol in Nebraska

ROBERT ALEXANDER REIF

holds a

Lincoln Server/Seller permit

Permit # LNK-0057363

Permit Expires: 03-01-2019 Amount Paid: $15.00

foodsafety is in your HANDS

RECEIVED
MAR 09 2015
NEBRASKA LIQUOR
CONTROL COMMISSION

RBST Online
Training Credentials

ROBERT ALEXANDER REIF

has earned a

Certificate of Achievement

- for those who serve or sell alcohol in Nebraska

RB-0057361

Expires: 03-01-2019 Amount Paid: $

Responsible Beverage Service Training

N E B R A S K A

RECEIVED

MAR 09 2016

NEBRASKA LIQUOR
CONTROL COMMISSION

RBST Online
Training Credentials

General	Credential	Number	Earned	Expires
Robert Alexander Reif 930 twin ridge road Lincoln NE 68510	RBST GENERAL	RB-0057361	02-29-2016	03-01-2019

RECEIVED

MAR 09 '16

NEBRASKA LIQUOR
CONTROL COMMISSION

RBST Online
Training Credentials

General	Credential	Number	Earned	Expires
Robert Alexander Reif 930 twin ridge road Lincoln NE 68510	RBST GENERAL LINCOLN SERVER/SELLER	RB-0057361 LNK-0057363	02-29-2016 02-29-2016	03-01-2019 03-01-2019

SUBMISSSION OF FINGERPRINTS / PAYMENT OF FEES TO NSP-CID

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.nebraska.gov

RECEIVED
MAR 1 0 2016
NEBRASKA LIQUOR CONTROL COMMISSION

Office Use Only
Class: License #:

Applicant Name: Robert Reif
(Corporation, LLC, Partnership or Individual)

Trade Name: Hy-Vee, Inc.
(Doing Business As)

(402) 483-4099
Phone Number

1385director@hy-vee.com
Contact E-mail Address

DIRECTIONS FOR SUBMITTING FINGERPRINTS AND FEE PAYMENTS:

- See New Application Requirement Guide for listing of Fingerprint Requirements, found on our website under "Licensing" tab in "Brochures".
- Fingerprints taken at NSP locations will be forwarded to NSP – CID;
  Applicant(s) will not have cards to include with license application.
- Fingerprints taken at local law enforcement offices will be released to the applicants;
  Fingerprint cards should be submitted with the application.
- Fee payment of **$28.75 per person** must be made directly to the NSP;
  You may submit the payment through the NSP PayPort online system at www.ne.gov/go/nsp
  or checks made payable to NSP should be mailed directly to the following address:
  The Nebraska State Patrol – CID Division
  3800 NW 12th Street
  Lincoln, NE 68521
- **DO NOT** send fee payments to the NLCC – fees **MUST** be paid directly to NSP;
  Include a list of names covered by your payment to insure proper application of payment.
- This completed form MUST be included with your Liquor License Application and/or Manager Application or Changes to: Corporate Officers or Stockholders, LLC Members, Partners or Addition of Spouse where new fingerprint cards are required (see New Application Requirement Guide).
- Fingerprints are not required for spouses that have no involvement with business - Spousal Affidavit of Non Participation (Form 116) is required in lieu of fingerprints.

Please complete information on the following pages for EACH person fingerprinted.

1. Name: Robert Reif
(Please print legibly)
Date of Birth: [redacted] Last 4 SSN: [redacted]
How was payment made to NSP? ☐NSP PAYPORT Or ☐CHECK SENT TO NSP Ck # _____

2. Name: _____
(Please print legibly)
Date of Birth: _____ Last 4 SSN: _____
How was payment made to NSP? ☐NSP PAYPORT Or ☐CHECK SENT TO NSP Ck # _____

3. Name: _____
(Please print legibly)
Date of Birth: _____ Last 4 SSN: _____
How was payment made to NSP? ☐NSP PAYPORT Or ☐CHECK SENT TO NSP Ck # _____

RECEIVED
MAR 1 0 2016
NEBRASKA LIQUOR
CONTROL COMMISSION

4. Name: _____
(Please print legibly)
Date of Birth: _____ Last 4 SSN: _____
How was payment made to NSP? ☐NSP PAYPORT Or ☐CHECK SENT TO NSP Ck # _____

5. Name: _____
(Please print legibly)
Date of Birth: _____ Last 4 SSN: _____
How was payment made to NSP? ☐NSP PAYPORT Or ☐CHECK SENT TO NSP Ck # _____

6. Name: _____
(Please print legibly)
Date of Birth: _____ Last 4 SSN: _____
How was payment made to NSP? ☐NSP PAYPORT Or ☐CHECK SENT TO NSP Ck # _____

I hereby certify that fees of $28.75 per person have been submitted directly to the Nebraska State Patrol – CID office. The undersigned certifies on behalf of the Corporation, LLC, Partnership or Licensee that it is understood that a misrepresentation of fact is cause for rejection of this application or suspension, cancellation or revocation of any license issued.

Name (Print): Rob Reif Title: Store Director

Signature: [signature] Date: 3-10-16

CITY OF LINCOLN NEBRASKA

LINCOLN POLICE DEPARTMENT
575 South 10th Street Lincoln, NE 68508
402-441-7204 fax: 402-441-8402 lincoln.ne.gov

++++++++++++++++
RECEIPT
#B6000393
++++++++++++++++

The Lincoln Police Department received $10.00 at 1317 on 02-29-2016 for the purchase of 2 Fingerprint sets for the names listed below.

REIF, JENNIFER L AND ROBERT A

RECEIVED
MAR 10 2016
NEBRASKA LIQUOR CONTROL COMMISSION

NEBRASKA STATE PATROL

Criminal History Record
Dissemination Form

Send To:

ROBERT A REIF
930 TWIN RIDGE ROAD
LINCOLN, NE 68510

Requested By:

ROBERT A REIF
930 TWIN RIDGE ROAD
LINCOLN, NE 68510

Receipt Number: 2016N0008223 **Completed Date:** 03/10/2016 **Mailed:** 03/10/2016

NO CRIMINAL RECORD FOUND - NEBRASKA

Person Of Interest

Name	Date of Birth
REIF, ROBERT A	March 26 1976

A state criminal record check was conducted using the name of the applicant only. Positive identification cannot be effective without support of fingerprints, which were not used in this check. Criminal records, if any, are included in this report. Nebraska State Patrol records contain arrests and court dispositions based on fingerprint arrests only. This record reflects the information available as of the date of this report.

Captain Kevin Knorr
Nebraska State Patrol Employee Signature

RECEIVED
MAR 1 0 2016
NEBRASKA LIQUOR
CONTROL COMMISSION

NEBRASKA STATE PATROL
CRIMINAL IDENTIFICATION DIVISION
3800 NW 12th Suite A
Lincoln, NE 68521
(402) 479-4971

Traffic Infraction data available from:
NEBRASKA STATE DEPARTMENT OF MOTOR VEHICLES
P.O.Box 94789 402-471-2281
Lincoln, NE 68509

NEBRASKA STATE PATROL
CRIMINAL HISTORY RECORD CHECK RECEIPT

SEND TO:

ROBERT A REIF
930 TWIN RIDGE ROAD
LINCOLN, NE 68510

Fax:

REQUESTED BY:

ROBERT A REIF
930 TWIN RIDGE ROAD
LINCOLN, NE 68510

Fax:

RECEIPT NUMBER: 2016N0008223 **RECEIPT DATE:** 03/10/2016

PAYMENT INFORMATION:

PMT TYPE	REFERENCE NUMBER	PMT AMOUNT
CASH		$15.00
	TOTAL:	$15.00

REFERENCE:

LAST NAME	FIRST NAME	MIDDLE	SUFFIX
REIF	ROBERT	A	

RECEIVED
MAR 10 2016
NEBRASKA LIQUOR
CONTROL COMMISSION

CRIMINAL IDENTIFICATION DIVISION
NEBRASKA STATE PATROL
3800 NW 12TH STREET - SUITE A
LINCOLN, NEBRASKA 68521
PHONE: (402) 479-4971
SECURE FAX: (402) 479-4321

Pete Ricketts
Governor

STATE OF NEBRASKA
NEBRASKA LIQUOR CONTROL COMMISSION
Hobert B. Rupe
Executive Director
301 Centennial Mall South, 5th Floor
P.O. Box 95046
Lincoln, Nebraska 68509-5046
Phone (402) 471-2571
Fax (402) 471-2814 or (402) 471-2374
TRS USER 800 833-7352 (TTY)
web address: http://www.lcc.ne.gov/

MANAGER RECOMMENDATION

DATE: March 8, 2016

TO: Fremont City Clerk E-MAIL: tyler.ficken@fremontne.gov

MANAGER: Reif, Rob A

LICENSEE: Hy-Vee Inc., dba Hy-Vee Food Store at 840 East 23rd Street

LICENSE #: CK- #62671

DUE DATE: April 18th, 2016

Attached is a copy of a new manager application submitted to Nebraska Liquor Control Commission. Please complete the following to submit your recommendation. Send back to Shannon Nyhoff at Shannon.nyhoff@nebraska.gov or fax to (402) 471-2814, with questions call (402) 471-2572.

_____ APPROVED

_____ NO LOCAL RECOMMENDATION

_____ DENIED

COMMENTS: _____

_____

_____

_____

(may attach minutes and/or additional notes)

CLERKS SIGNATURE: _____

DATE: _____

CITY COUNCIL MEETING
March 29, 2016
7:00 p.m.

After the Pledge of Allegiance and Study Session, the Mayor called the meeting to order and stated a copy of the open meeting law is posted continually for public inspection located near the entrance door by the agendas. Roll call showed Council Members Bixby, Legband, Landholm, Schaller, Johnson, Kuhns, and Anderson present. Roll call showed Council Member Eairleywine absent. 7 Council Members present.

Public Hearing on Resolution to approve new Liquor License Manager Application of Hy-Vee Gas. Mayor Getzschman opened the public hearing. Mayor Getzschman closed the public hearing with no comments from the public being made.

Resolution 2016-035 to approve new Liquor License Manager Application of Hy-Vee Gas. Council member Kuhns moved, seconded by Councilmember Schaller to approve the resolution with the recommendation to approve the application as presented. Roll call vote. Bixby, Legband, Landholm, Schaller, Johnson, Kuhns, and Anderson voting Aye. 7 Ayes. Motion carried

Public Hearing on Resolution to approve new Liquor License Manager Application of Pizza Hut. Mayor Getzschman opened the public hearing. Mayor Getzschman closed the public hearing with no comments from the public being made.

Resolution 2016-036 to approve new Liquor License Manager Application of Pizza Hut. Council member Schaller moved, seconded by Councilmember Legband to approve the resolution with the recommendation to approve the application as presented. Roll call vote. Bixby, Legband, Landholm, Schaller, Johnson, Kuhns, and Anderson voting Aye. 7 Ayes. Motion carried

Public Hearing and first reading of Ordinance approving a request of Barbara Nishumura amending paragraph "B" of Article 406 of Ordinance No. 3939 to rezone the property described from LI Limited Industrial to R-5 Mobile Home Residential. Mayor Getzschman opened the public hearing. Mayor Getzschman closed the public hearing with no comments from the public being made. Council member Legband moved, seconded by Councilmember Johnson to deny request of Barbara Nishumura amending paragraph "B" of Article 406 of Ordinance No. 3939 to rezone the property described from LI Limited Industrial to R-5 Mobile Home Residential. Roll call vote. Bixby, Legband, Landholm, Schaller, Johnson, Kuhns, and Anderson voting Aye. 7 Ayes. Motion carried

Moved by Council Member Johnson seconded by Council Member Schaller to approve items 9 through 17 and 19 through 27 of the consent agenda. Roll Call Vote. Council Members Bixby, Legband, Landholm, Johnson, Kuhns, Schaller, and Anderson voting Aye. 7 Ayes. Motion carried.

9. Dispense with and approve March 8, 2016 minutes
10. Approve March 9, 2016 – March 29, 2016 claims
11. February Financial Statements
12. Resolution 2016-037 to approve contract with WSI Corporation for 1 license of "Pilotbrief Optima North America" for use at the Fremont Municipal Airport
13. Resolution 2016-038 to approve various Special Designated Permits and approve consumption of alcohol on City property as outlined

14. Resolution 2016-039 approving Heartland Area Accessories & Subsidiary loan application and agreement for Local Option Economic Development (LB840) funds
15. Resolution 2016-040 for closure of streets for Main Street Mayor's Run
16. Resolution 2016-041 for receipt of Dodge County Humane Society Report
17. Receive and place on file the Street Department Annual Report for 2015
19. Resolution 2016-042 to approve the use of the Fremont Airport for a Tandem Skydiving event to be held during JC Fremont Days
20. Consideration of Cement/Asphalt/Excavation license applications
21. Resolution 2106-043 to approve Christensen Family Art/Mural Project for the Christensen Field Main Arena Entry
22. Resolution 2016-044 approving Data Tech training agreement
23. Department of Utilities Strategic Plan
24. Renewal of Excess Loss coverage with Star Line Group
25. Resolution 2016-045 for Reconstruction of existing driveways on Hancock Street to match existing locations
26. Resolution 2016-046 for Keep Fremont Beautiful metal drop location request
27. Resolution 2016-047 to approve Amendment 3-16 Inter-local Cooperation Act Agreement Fremont GI Study Reassessment of Floodplain Mapping and Authorize Mayor to sign the Amendment

Consideration of Ordinance 5358 to approve Voter precinct map approval. Moved by Council Member Kuhns seconded by Council Member Legband to suspend the rules and place on Final reading Ordinance No. 5358. Roll call vote: 7 ayes. Motion carried. The City Clerk gave the final reading of Ordinance No. 5358 pertaining to voter precinct map. Roll call vote. 7 ayes. Motion carried.

Consideration to Provide Customer Service Training to employees who have frequent contact with the public. Council member Schaller moved, seconded by Councilmember Kuhns to approve the use of customer service training as outlined. Roll call vote. Bixby, Legband, Landholm, Schaller, Johnson, Kuhns, and Anderson voting Aye. 7 Ayes. Motion carried

Third and final reading of Ordinance approving a request of Ed Christoffersen, on behalf of JDJ Investments for approval of a Voluntary Annexation Petition. Council member Schaller moved, seconded by Councilmember Legband to continue the item. Roll call vote. Bixby, Legband, Landholm, Schaller, Johnson, Kuhns, and Anderson voting Aye. 7 Ayes. Motion carried.

Third and final reading of Ordinance approving a request of Midland University for approval of a Zoning Change from R-2 Moderate-Density Residential, R-3 Mixed-Density Residential, and UC Mixed Use Urban Corridor to CC Community Commercial. City Clerk Ficken provided third and final reading. Roll call vote. Bixby, Legband, Kukns voting Aye; Landholm, Schaller, Johnson, and Anderson voting Nay. 3 Ayes, 4 Nays. Ordinance failed.

Executive Session to discuss litigation. Moved by Council Member Landholm, seconded by Council Member Schaller to go into executive session for the purpose of discussing a strategy with respect to threatened litigation and for the further reason that the executive session is necessary for the protection of the public interest. The Mayor stated a motion had been made and seconded to go into executive session for the purpose of discussing a strategy session with respect to threatened litigation and for the further reason that the executive session is necessary for the protection of the public interest and asked for discussion. There being none, the Mayor stated the pending motion was to go into executive session for the purpose of discussing a strategy session with respect to

threatened litigation and for the further reason that the executive session is necessary for the protection of the public interest. Roll call vote: 7 ayes. Motion carried.

The Mayor stated a motion to go into executive session purpose of discussing a strategy session with respect to threatened litigation and for the further reason that the executive session is necessary for the protection of the public interest had been approved. Discussion will be limited to a strategy session with respect to threatened litigation. No official actions or votes will be taken during the executive session. Time in: 7:57 p.m.

Moved by Council Member Schaller, seconded by Council Member Kuhns to come out of executive session. Roll call vote: 7 ayes. Motion carried. Time out: 8:12 p.m.

Moved by Council Member Schaller seconded by Council Member Legband to adjourn the meeting. Roll call vote: 7 ayes. Motion carried. Meeting adjourned at 8:14 p.m.

I, Tyler Ficken, the undersigned City Clerk, hereby certify that the foregoing is a true and correct copy of the proceedings had and done by the Mayor and Council; that all of the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and available for public inspection at the office of the Clerk; that such agenda items were sufficiently descriptive to give the public reasonable notice of the matters to be considered at the meeting; that such subjects were contained in said agenda at least twenty-four hours prior to said meeting; that at least one copy of all reproducible material discussed at the meeting was available at the meeting for examination and copying by the members of the public; that the said minutes were in written form and available for public inspection within ten working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meeting and the subjects to be discussed at said meeting and that a current copy of the Nebraska Open Meetings Act was available and accessible to members of the public, posted during such meeting in the room in which such meeting was held.

Tyler Ficken, City Clerk

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Jody Sanders, CPA, Director of Finance

DATE: April 8, 2016

SUBJECT: Claims

Recommendation: Move to approve March 30 through April 12, 2016 claims and authorize checks to be drawn on the proper accounts.

Background: Council will review claims via email April 8, 2016.

Fiscal Impact: Claims total $1,430,582.42.

PREPARED 03/31/2016 9:14:50 EXPENDITURE APPROVAL LIST
PROGRAM: GM339L REPORT PARAMETER SELECTIONS

EAL DESCRIPTION: EAL: 03312016 SHEETSJ

PAYMENT TYPES

Checks	Y
EFTs	Y
ePayables	Y

VOUCHER SELECTION CRITERIA

Voucher/discount due date	03/31/2016
All banks	A

REPORT SEQUENCE OPTIONS:

Vendor		One vendor per page? (Y,N)	N
Bank/Vendor	X	One vendor per page? (Y,N)	N
Fund/Dept/Div		Validate cash on hand? (Y,N)	N
Fund/Dept/Div/Element/Obj		Validate cash on hand? (Y,N)	N
Proj/Fund/Dept/Div/Elm/Obj			

This report is by: Bank/Vendor

Process by bank code? (Y,N)	Y
Print reports in vendor name sequence? (Y,N)	Y
Calendar year for 1099 withholding	2016
Disbursement year/per	2016/06
Payment date	03/31/2016

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0005708	00	REGIONAL CARE INC							
03/28/16		MANUAL000327		01	03/28/2016	060-0660-444.70-01	03/28/16 AUTO CLAIMS	CHECK #: 100754	2,643.17
03/29/16		MANUAL000341		01	03/29/2016	060-0660-442.70-01	03/29/16 MANUAL CLAIMS	CHECK #: 100755	57,909.98
03/29/16		MANUAL000342		01	03/29/2016	060-0660-443.70-01	03/29/16 MANUAL CLAIMS	CHECK #: 100755	3,239.76
03/29/16		MANUAL000343		01	03/29/2016	060-0660-444.70-01	03/29/16 MANUAL CLAIMS	CHECK #: 100755	194.82
							VENDOR TOTAL *	.00	63,987.73
				01	Employee Benefits		BANK TOTAL *	.00	63,987.73
							HAND ISSUED TOTAL ***		63,987.73
							TOTAL EXPENDITURES ****	.00	63,987.73
						GRAND TOTAL	**********		63,987.73

PREPARED 04/06/2016 11:16:51 EXPENDITURE APPROVAL LIST
PROGRAM: GM339L REPORT PARAMETER SELECTIONS

EAL DESCRIPTION: EAL: 04062016 SHEETSJ

PAYMENT TYPES

Checks	Y
EFTs	Y
ePayables	Y

VOUCHER SELECTION CRITERIA

Voucher/discount due date	04/06/2016
All banks	A

REPORT SEQUENCE OPTIONS:

Vendor		One vendor per page? (Y,N)	N
Bank/Vendor	X	One vendor per page? (Y,N)	N
Fund/Dept/Div		Validate cash on hand? (Y,N)	N
Fund/Dept/Div/Element/Obj		Validate cash on hand? (Y,N)	N
Proj/Fund/Dept/Div/Elm/Obj			

This report is by: Bank/Vendor

Process by bank code? (Y,N)	Y
Print reports in vendor name sequence? (Y,N)	Y
Calendar year for 1099 withholding	2016
Disbursement year/per	2016/07
Payment date	04/06/2016

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
9999999	00	HULTQUIST, MATT							
040616HULTQUIST000362				00	04/06/2016	034-0790-421.30-75	BUY MONEY	1,940.00	
							VENDOR TOTAL *	1,940.00	
				00	General Fund		BANK TOTAL *	1,940.00	
							TOTAL EXPENDITURES ****	1,940.00	
							GRAND TOTAL **********		1,940.00

PREPARED 04/06/2016 9:51:44 EXPENDITURE APPROVAL LIST
PROGRAM: GM339L REPORT PARAMETER SELECTIONS

EAL DESCRIPTION: EAL: 04062016 SHEETSJ

PAYMENT TYPES

Checks	Y
EFTs	Y
ePayables	Y

VOUCHER SELECTION CRITERIA

Voucher/discount due date	04/07/2016
All banks	A

REPORT SEQUENCE OPTIONS:

Vendor		One vendor per page? (Y,N)	N
Bank/Vendor	X	One vendor per page? (Y,N)	N
Fund/Dept/Div		Validate cash on hand? (Y,N)	N
Fund/Dept/Div/Element/Obj		Validate cash on hand? (Y,N)	N
Proj/Fund/Dept/Div/Elm/Obj			

This report is by: Bank/Vendor

Process by bank code? (Y,N)	Y
Print reports in vendor name sequence? (Y,N)	Y
Calendar year for 1099 withholding	2016
Disbursement year/per	2016/07
Payment date	04/06/2016

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0006318	00	ACSI							
20160407		PR0407		00	04/07/2016	001-0000-201.00-00	PAYROLL SUMMARY	223.78	
							VENDOR TOTAL *	223.78	
0000584	00	CEI							
20160407		PR0407		00	04/07/2016	001-0000-201.00-00	PAYROLL SUMMARY	EFT:	131,353.13
							VENDOR TOTAL *	.00	131,353.13
0006518	00	COATES, RICK (CREDITOR)							
20160407		PR0407		00	04/07/2016	001-0000-201.00-00	PAYROLL SUMMARY	27.31	
							VENDOR TOTAL *	27.31	
0005156	00	CREDIT MANAGEMENT SERVICES-DODGE CO							
20160407		PR0407		00	04/07/2016	001-0000-201.00-00	PAYROLL SUMMARY	190.98	
							VENDOR TOTAL *	190.98	
0004234	00	DEPARTMENT OF UTILITIES C S							
20160407		PR0407		00	04/07/2016	001-0000-201.00-00	PAYROLL SUMMARY	EFT:	1,780.83
							VENDOR TOTAL *	.00	1,780.83
0005193	00	DEPARTMENT OF UTILITIES PAYROLL							
20160407		PR0407		00	04/07/2016	001-0000-201.00-00	PAYROLL SUMMARY	EFT:	54,200.82
							VENDOR TOTAL *	.00	54,200.82
0004629	00	INTERNAL REVENUE SERVICE **EFT**							
20160407		PR0407		00	04/07/2016	001-0000-201.00-00	PAYROLL SUMMARY	73,724.49	
							VENDOR TOTAL *	73,724.49	
0005477	00	LAUGHLIN TRUSTEE, KATHLEEN A							
20160407		PR0407		00	04/07/2016	001-0000-201.00-00	PAYROLL SUMMARY	588.00	
							VENDOR TOTAL *	588.00	
		00 General Fund					BANK TOTAL *	74,754.56	187,334.78

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0005708	00	REGIONAL CARE INC							
04/01/16		MANUAL000344		01	04/01/2016	060-0660-442.70-03	04/01/16 ADMIN FEE	CHECK #: 100756	5,006.25
04/01/16		MANUAL000345		01	04/01/2016	060-0660-443.70-03	04/01/16 DENTAL	CHECK #: 100756	538.00
04/01/16		MANUAL000346		01	04/01/2016	060-0660-444.70-03	04/01/16 FLEX	CHECK #: 100756	515.00
04/01/16		MANUAL000347		01	04/01/2016	060-0660-442.70-02	04/01/16 REINSURANCE	CHECK #: 100756	33,585.72
04/01/16		MANUAL000348		01	04/01/2016	060-0660-442.70-05	04/01/16 PPO	CHECK #: 100756	1,335.00
04/04/16		MANUAL000349		01	04/04/2016	060-0660-444.70-01	04/04/16 AUTO CLAIMS	CHECK #: 100757	4,462.25
							VENDOR TOTAL *	.00	45,442.22
				01	Employee Benefits		BANK TOTAL *	.00	45,442.22
							HAND ISSUED TOTAL ***		45,442.22
							EFT/EPAY TOTAL ***		187,334.78
							TOTAL EXPENDITURES ****	74,754.56	232,777.00
							GRAND TOTAL **********		307,531.56

Account Number	Employee Name	Social Security	Deposit Amount

Final Total 215,190.98 Count 211

CITY OF FREMONT
ELECTRONIC WITHDRAWAL LIST

FOR CITY COUNCIL MEETING: 4/12/16

AJ GROUP NO	VENDOR NAME	WITHDRAWAL DATE	ACCOUNT NO	ITEM DESCRIPTION	WITHDRAWAL AMOUNT
2405	TSYS MERCHANT SOLUTIONS	04/05/16	001-1003-415.20-99	CREDIT CARD FEES	211.29
2405	TSYS MERCHANT SOLUTIONS	04/05/16	001-1003-415.20-99	CREDIT CARD FEES	122.48
2405	TSYS MERCHANT SOLUTIONS	04/05/16	001-2029-451.20-99	CREDIT CARD FEES	111.63
2405	TSYS MERCHANT SOLUTIONS	04/05/16	001-2042-440.20-99	CREDIT CARD FEES	0.74
				TOTAL EXPENDITURES	446.14

PREPARED 04/07/2016 9:54:16 EXPENDITURE APPROVAL LIST
PROGRAM: GM339L REPORT PARAMETER SELECTIONS

EAL DESCRIPTION: EAL: 04072016 SHEETSJ

PAYMENT TYPES

Checks	Y
EFTs	Y
ePayables	Y

VOUCHER SELECTION CRITERIA

Voucher/discount due date	04/13/2016
All banks	A

REPORT SEQUENCE OPTIONS:

Vendor		One vendor per page? (Y,N)	N
Bank/Vendor	X	One vendor per page? (Y,N)	N
Fund/Dept/Div		Validate cash on hand? (Y,N)	N
Fund/Dept/Div/Element/Obj		Validate cash on hand? (Y,N)	N
Proj/Fund/Dept/Div/Elm/Obj			

This report is by: Bank/Vendor

Process by bank code? (Y,N)	Y
Print reports in vendor name sequence? (Y,N)	Y
Calendar year for 1099 withholding	2016
Disbursement year/per	2016/07
Payment date	04/13/2016

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0000959	00	ACE HARDWARE							
93296/3		PI3121	031963	00	04/13/2016	001-2027-452.30-49	BLANKET PURCHASE ORDER	68.89	
93353/3		PI3218	031963	00	04/13/2016	001-2027-452.30-49	BLANKET PURCHASE ORDER	59.94	
93387/3		PI3219	031963	00	04/13/2016	001-2027-452.30-33	BLANKET PURCHASE ORDER	41.97	
93327/3		PI3122	031963	00	04/13/2016	012-2025-431.30-56	BLANKET PURCHASE ORDER	39.92	
							VENDOR TOTAL *	210.72	
0000960	00	ADAMS OIL INC							
14293		PI3209	032924	00	04/13/2016	012-2025-431.30-44	FIELD PURCHASE ORDER	1,479.00	
							VENDOR TOTAL *	1,479.00	
0002952	00	ALAMAR UNIFORMS							
505887-01		PI3290	032848	00	04/13/2016	001-1209-421.20-11	GENERAL	14.60	
505887-01		PI3291	032848	00	04/13/2016	001-1209-421.30-52	GENERAL	614.97	
							VENDOR TOTAL *	629.57	
0006169	00	AMERICAN BROADBAND INTERNET							
51514 0416		PI3285	032283	00	04/13/2016	001-1011-419.20-12	BLANKET PURCHASE ORDER	175.00	
							VENDOR TOTAL *	175.00	
0000983	00	ARPS RED-E-MIX INC							
13910		PI3123	031965	00	04/13/2016	001-2027-452.40-13	BLANKET PURCHASE ORDER	142.00	
13867		PI3086	031965	00	04/13/2016	012-2025-431.30-69	BLANKET PURCHASE ORDER	1,133.50	
13911		PI3220	031965	00	04/13/2016	012-2025-431.30-69	BLANKET PURCHASE ORDER	684.00	
13985		PI3263	031965	00	04/13/2016	012-2025-431.30-69	BLANKET PURCHASE ORDER	455.00	
							VENDOR TOTAL *	2,414.50	
0006160	00	ASSOCIATED FIRE PROTECTION							
73558		PI3197	032871	00	04/13/2016	001-2031-455.20-99	GENERAL	171.00	
							VENDOR TOTAL *	171.00	
0004439	00	AYALA, JUAN E							
032416		PI3181	032700	00	04/13/2016	001-1209-421.20-99	GENERAL	50.00	
							VENDOR TOTAL *	50.00	
0001520	00	BADGER BODY & TRUCK EQUIPMENT CO							
53020		PI3104	032803	00	04/13/2016	012-2025-431.30-63	FIELD PURCHASE ORDER	910.60	
							VENDOR TOTAL *	910.60	
0002763	00	BAKER & TAYLOR BOOKS							
2031757356		PI3158	032200	00	04/13/2016	001-2031-455.30-51	GENERAL	986.50	
							VENDOR TOTAL *	986.50	
0003423	00	BAKER & TAYLOR ENTERTAINMENT							
B12176100		PI3163	032208	00	04/13/2016	001-2031-455.30-51	GENERAL	42.20	
B12648540		PI3244	032208	00	04/13/2016	001-2031-455.30-51	GENERAL	14.35	
B12811140		PI3245	032208	00	04/13/2016	001-2031-455.30-51	GENERAL	127.45	
							VENDOR TOTAL *	184.00	

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0003013	00	BARCO MUNICIPAL PRODUCTS INC							
IN-219407		PI3111	032893	00	04/13/2016	012-2025-431.30-76	FIELD PURCHASE ORDER	179.90	
							VENDOR TOTAL *	179.90	
0006567	00	BIG RIG TRUCK ACCESSORIES							
106735		PI3258	032885	00	04/13/2016	001-2027-452.40-20	GENERAL	2,163.99	
							VENDOR TOTAL *	2,163.99	
0004035	00	BOMGAARS SUPPLY INC							
16125544		PI3124	031969	00	04/13/2016	001-2027-452.30-56	BLANKET PURCHASE ORDER	8.49-	
16125545		PI3125	031969	00	04/13/2016	001-2027-452.30-56	BLANKET PURCHASE ORDER	48.52	
16124717		PI3087	031969	00	04/13/2016	012-2025-431.30-79	BLANKET PURCHASE ORDER	59.99	
1612625		PI3126	031969	00	04/13/2016	012-2025-431.30-56	BLANKET PURCHASE ORDER	9.56	
							VENDOR TOTAL *	109.58	
0003427	00	BRODART CO							
B4288703		PI3159	032201	00	04/13/2016	001-2031-455.30-51	GENERAL	816.46	
B4302687		PI3160	032201	00	04/13/2016	001-2031-455.30-51	GENERAL	31.85	
B4302701		PI3161	032201	00	04/13/2016	001-2031-455.30-51	GENERAL	22.12	
B4315575		PI3234	032201	00	04/13/2016	001-2031-455.30-51	GENERAL	1,111.51	
B4330299		PI3235	032201	00	04/13/2016	001-2031-455.30-51	GENERAL	247.25	
B4333584		PI3236	032201	00	04/13/2016	001-2031-455.30-51	GENERAL	20.38	
B4337890		PI3237	032201	00	04/13/2016	001-2031-455.30-51	GENERAL	132.10	
B4325949		PI3238	032201	00	04/13/2016	001-2031-455.30-51	GENERAL	47.91	
							VENDOR TOTAL *	2,429.58	
0006564	00	C&C COMPLETE INC							
10823		PI3187	032819	00	04/13/2016	001-1206-422.20-60	GENERAL	2,050.00	
10823		PI3188	032819	00	04/13/2016	001-1206-422.30-63	GENERAL	2,207.28	
							VENDOR TOTAL *	4,257.28	
0006534	00	CAPPEL AUTO SUPPLY INC							
187024		PI3171	032252	00	04/13/2016	001-1209-421.30-63	BLANKET PURCHASE ORDER	156.09	
187493		PI3282	032252	00	04/13/2016	001-1209-421.30-63	BLANKET PURCHASE ORDER	61.04	
186952		PI3168	032252	00	04/13/2016	001-2027-452.30-63	BLANKET PURCHASE ORDER	122.43	
186990		PI3169	032252	00	04/13/2016	001-2027-452.30-44	BLANKET PURCHASE ORDER	11.04	
186989		PI3170	032252	00	04/13/2016	012-2025-431.30-56	BLANKET PURCHASE ORDER	153.71	
187059		PI3172	032252	00	04/13/2016	012-2025-431.30-69	BLANKET PURCHASE ORDER	41.52	
187151		PI3173	032252	00	04/13/2016	012-2025-431.30-56	BLANKET PURCHASE ORDER	104.82	
186923		PI3259	032941	00	04/13/2016	012-2025-431.30-33	FIELD PURCHASE ORDER	1,749.00	
187399		PI3279	032252	00	04/13/2016	012-2025-431.30-63	BLANKET PURCHASE ORDER	24.99	
187419		PI3280	032252	00	04/13/2016	012-2025-431.30-56	BLANKET PURCHASE ORDER	41.96	
187446		PI3281	032252	00	04/13/2016	012-2025-431.30-56	BLANKET PURCHASE ORDER	10.48	
187500		PI3283	032252	00	04/13/2016	012-2025-431.30-56	BLANKET PURCHASE ORDER	8.72	
							VENDOR TOTAL *	2,485.80	
0000584	00	CEI							
APR 16 WC		000357		00	04/13/2016	001-1015-415.10-26	APR 16 WC	EFT:	23,470.67
APR 16 WC		000358		00	04/13/2016	012-2025-431.10-26	APR 16 WC	EFT:	1,250.00

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0000584	00	CEI							
							VENDOR TOTAL *	.00	24,720.67
0002675	00	CENTURYLINK (QWEST)							
4027279926	0316	PI3140	032006	00	04/13/2016	001-1015-415.20-12	BLANKET PURCHASE ORDER	44.24	
4027279136	0316	PI3139	032006	00	04/13/2016	029-2034-466.20-12	BLANKET PURCHASE ORDER	91.08	
							VENDOR TOTAL *	135.32	
0002356	00	CHIEF SUPPLY CORP							
486929		PI3109	032887	00	04/13/2016	001-1209-421.20-11	GENERAL	8.49	
486929		PI3110	032887	00	04/13/2016	001-1209-421.30-52	GENERAL	44.00	
							VENDOR TOTAL *	52.49	
0001024	00	CHRISTENSEN LUMBER INC							
CLC00330795-001		PI3221	031970	00	04/13/2016	001-2029-451.30-49	BLANKET PURCHASE ORDER	168.00	
							VENDOR TOTAL *	168.00	
9999999	00	CIRCUS TICOLINI							
124774 CIRCUS		T000356		00	04/13/2016	001-0000-202.04-00	CIRCUS TICOLINI/CF ARENA	200.00	
							VENDOR TOTAL *	200.00	
0006417	00	CLINE WILLIAMS WRIGHT JOHNSON							
258413		PI3182	032747	00	04/13/2016	001-1016-412.20-34	BLANKET PURCHASE ORDER	5,633.67	
258413		PI3183	032747	00	04/13/2016	001-1016-412.20-34	BLANKET PURCHASE ORDER	300.83	
258413		PI3216	032944	00	04/13/2016	001-2024-416.20-31	GENERAL	287.50	
							VENDOR TOTAL *	6,222.00	
0004244	00	COLE PAPERS INC							
9188461		PI3200	032895	00	04/13/2016	012-2025-431.30-79	FIELD PURCHASE ORDER	401.73	
							VENDOR TOTAL *	401.73	
0005994	00	CONSOLIDATED MANAGEMENT CO							
209413		PI3180	032335	00	04/13/2016	001-1209-421.20-13	GENERAL	74.00	
							VENDOR TOTAL *	74.00	
0001885	00	CORNHUSKER INTERNATIONAL TRUCKS INC							
2460592		PI3298	032940	00	04/13/2016	012-2025-431.30-63	FIELD PURCHASE ORDER	903.68	
							VENDOR TOTAL *	903.68	
0001643	00	CULLIGAN OF OMAHA							
902399		PI3102	032301	00	04/13/2016	001-1209-421.20-99	GENERAL	45.00	
902550		PI3286	032301	00	04/13/2016	001-1209-421.20-99	GENERAL	38.00	
902779		PI3287	032301	00	04/13/2016	001-1209-421.20-99	GENERAL	45.00	
903034		PI3288	032301	00	04/13/2016	001-1209-421.20-99	GENERAL	22.00	
							VENDOR TOTAL *	150.00	
0003492	00	CW ASSOCIATES							
351035		PI3210	032929	00	04/13/2016	001-2031-455.30-51	GENERAL	28.50	
							VENDOR TOTAL *	28.50	

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0003493	00	DEMCO INC							
5833016		PI3196	032870	00	04/13/2016	001-2031-455.30-31	GENERAL	238.46	
							VENDOR TOTAL *	238.46	
0002897	00	DIERS INC							
116511P		PI3088	031974	00	04/13/2016	001-1209-421.30-63	BLANKET PURCHASE ORDER	81.90	
116515P		PI3089	031974	00	04/13/2016	001-1209-421.30-63	BLANKET PURCHASE ORDER	122.02	
116544P		PI3127	031974	00	04/13/2016	001-1209-421.30-63	BLANKET PURCHASE ORDER	143.53	
116552P		PI3128	031974	00	04/13/2016	001-1209-421.30-63	BLANKET PURCHASE ORDER	39.12	
							VENDOR TOTAL *	386.57	
0001070	00	DODGE COUNTY REGISTER OF DEEDS							
201601199		PI3141	032007	00	04/13/2016	001-1003-415.20-33	BLANKET PURCHASE ORDER	10.00	
201601330		PI3142	032007	00	04/13/2016	001-1003-415.20-33	BLANKET PURCHASE ORDER	10.00	
							VENDOR TOTAL *	20.00	
0006357	00	DREWS, DOUGLAS							
030616		PI3293	032916	00	04/13/2016	001-2027-452.20-99	GENERAL	15.00	
031316		PI3294	032916	00	04/13/2016	001-2027-452.20-99	GENERAL	45.00	
032016		PI3295	032916	00	04/13/2016	001-2027-452.20-99	GENERAL	75.00	
032716		PI3296	032916	00	04/13/2016	001-2027-452.20-99	GENERAL	75.00	
040316		PI3297	032916	00	04/13/2016	001-2027-452.20-99	GENERAL	126.00	
							VENDOR TOTAL *	336.00	
0002880	00	DUNRITE INC							
B722118		PI3129	031976	00	04/13/2016	012-2025-431.30-33	BLANKET PURCHASE ORDER	20.66	
B722118		PI3130	031976	00	04/13/2016	012-2025-431.30-79	BLANKET PURCHASE ORDER	106.40	
							VENDOR TOTAL *	127.06	
0003087	00	EAKES OFFICE SOLUTIONS							
6935438-0		PI3179	032324	00	04/13/2016	001-2031-455.30-31	GENERAL	123.96	
S 123301		PI3278	032230	00	04/13/2016	001-2031-455.20-99	BLANKET PURCHASE ORDER	17.11	
							VENDOR TOTAL *	141.07	
0002959	00	EGAN SUPPLY CO							
243284D		PI3189	032820	00	04/13/2016	001-2026-451.30-49	GENERAL	324.96	
							VENDOR TOTAL *	324.96	
0006061	00	ELEMETAL FABRICATION LLC							
19684		PI3137	031992	00	04/13/2016	012-2025-431.30-56	BLANKET PURCHASE ORDER	192.90	
19744		PI3227	031992	00	04/13/2016	012-2025-431.30-56	BLANKET PURCHASE ORDER	103.30	
19748		PI3228	031992	00	04/13/2016	012-2025-431.20-60	BLANKET PURCHASE ORDER	127.50	
							VENDOR TOTAL *	423.70	
0003279	00	EMERGENCY MEDICAL PRODUCTS INC							
1811022		PI3116	032906	00	04/13/2016	001-1206-422.30-33	GENERAL	404.75	
							VENDOR TOTAL *	404.75	
0003360	00	FREMONT AVIATION							

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0003360	00	FREMONT AVIATION							
MAR 2016		000374		00	04/13/2016	029-2034-466.20-99	MAR 2016	990.00	
FEB 2016		000375		00	04/13/2016	029-2034-466.20-99	FEB 2016	1,485.00	
							VENDOR TOTAL *	2,475.00	
0001112	00	FREMONT ELECTRIC INC							
36742		PI3145	032024	00	04/13/2016	012-2025-431.20-60	BLANKET PURCHASE ORDER	57.50	
36742		PI3146	032024	00	04/13/2016	012-2025-431.30-48	BLANKET PURCHASE ORDER	39.16	
							VENDOR TOTAL *	96.66	
0001107	00	FREMONT HEALTH							
0944341FMC31616		PI3098	032008	00	04/13/2016	001-1206-422.20-35	BLANKET PURCHASE ORDER	95.00	
							VENDOR TOTAL *	95.00	
0003907	00	FREMONT HEALTH CLINIC							
IM281239	032316	PI3153	032031	00	04/13/2016	001-1206-422.20-35	BLANKET PURCHASE ORDER	205.00	
IM281239	032316	PI3154	032031	00	04/13/2016	001-1206-422.20-35	BLANKET PURCHASE ORDER	186.00	
							VENDOR TOTAL *	391.00	
0001124	00	FREMONT PRINTING CO							
14763		PI3194	032839	00	04/13/2016	001-1305-430.30-35	GENERAL	90.00	
							VENDOR TOTAL *	90.00	
0001131	00	FREMONT TRIBUNE							
76220		PI3143	032009	00	04/13/2016	001-1003-415.20-33	BLANKET PURCHASE ORDER	57.74	
							VENDOR TOTAL *	57.74	
0002924	00	FREMONT WASTE TRANSFER							
MAR 2016		000359		00	04/13/2016	001-2027-452.20-99	MAR 2016	95.87	
MAR 2016		000360		00	04/13/2016	012-2025-431.20-99	MAR 2016	39.35	
							VENDOR TOTAL *	135.22	
0006263	00	GALE/CENGAGE LEARNING INC							
57765085		PI3239	032202	00	04/13/2016	001-2031-455.30-51	GENERAL	218.15	
57766054		PI3240	032202	00	04/13/2016	001-2031-455.30-51	GENERAL	47.23	
57766605		PI3241	032202	00	04/13/2016	001-2031-455.30-51	GENERAL	19.46	
57788594		PI3242	032202	00	04/13/2016	001-2031-455.30-51	GENERAL	53.98	
							VENDOR TOTAL *	338.82	
0002623	00	GALLS, AN ARAMARK COMPANY							
005073779		PI3117	032907	00	04/13/2016	001-1209-421.20-11	GENERAL	8.95	
005073779		PI3118	032907	00	04/13/2016	001-1209-421.30-56	GENERAL	339.42	
							VENDOR TOTAL *	348.37	
0001139	00	GERHOLD CONCRETE CO INC							
50404803		PI3090	031981	00	04/13/2016	012-2025-431.30-69	BLANKET PURCHASE ORDER	204.00	
50404903		PI3091	031981	00	04/13/2016	012-2025-431.30-69	BLANKET PURCHASE ORDER	317.00	
50405265		PI3131	031981	00	04/13/2016	012-2025-431.30-69	BLANKET PURCHASE ORDER	407.81	
50405635		PI3222	031981	00	04/13/2016	012-2025-431.30-69	BLANKET PURCHASE ORDER	284.50	

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0001139	00	GERHOLD CONCRETE CO INC							
50405753		PI3264	031981	00	04/13/2016	012-2025-431.30-69	BLANKET PURCHASE ORDER	272.25	
							VENDOR TOTAL *	1,485.56	
9999999	00	HAMMANG, MARILYN							
033116 HAMMANG		000361		00	04/13/2016	001-2031-334.00-00	MARILYN HAMMANG/I STILL	15.50	
							VENDOR TOTAL *	15.50	
0003500	00	HASTINGS ENTERTAINMENT #9730							
965		PI3243	032204	00	04/13/2016	001-2031-455.30-51	GENERAL	217.40	
							VENDOR TOTAL *	217.40	
9999999	00	HOWERTON, KATHY							
124743 HOWERTON		000368		00	04/13/2016	001-0000-202.04-00	KATHY HOWERTON/CF MTG RM	100.00	
							VENDOR TOTAL *	100.00	
0004153	00	HUNTEL COMMUNICATIONS							
224233		PI3215	032943	00	04/13/2016	001-1206-422.20-60	GENERAL	90.00	
							VENDOR TOTAL *	90.00	
0001167	00	HY-VEE							
4374508328		PI3223	031982	00	04/13/2016	001-2031-455.30-41	BLANKET PURCHASE ORDER	164.82	
4382628434		PI3224	031982	00	04/13/2016	001-2031-455.30-41	BLANKET PURCHASE ORDER	95.98	
4382751120		PI3225	031982	00	04/13/2016	001-2031-455.30-41	BLANKET PURCHASE ORDER	11.38	
4382751760		PI3226	031982	00	04/13/2016	001-2031-455.30-41	BLANKET PURCHASE ORDER	2.00	
0005		PI3300	032958	00	04/13/2016	063-0663-480.30-41	BLANKET PURCHASE ORDER	41.08	
							VENDOR TOTAL *	315.26	
0001687	00	INLAND TRUCK PARTS CO							
6-16318		PI3191	032825	00	04/13/2016	012-2025-431.20-60	FIELD PURCHASE ORDER	2,000.16	
6-16318		PI3192	032825	00	04/13/2016	012-2025-431.30-63	FIELD PURCHASE ORDER	1,677.81	
							VENDOR TOTAL *	3,677.97	
0000485	00	INTERSTATE BATTERY SYSTEM							
160004154		PI3176	032277	00	04/13/2016	001-1209-421.30-63	FIELD PURCHASE ORDER	104.29	
160004155		PI3107	032880	00	04/13/2016	001-1305-430.30-63	FIELD PURCHASE ORDER	104.29	
							VENDOR TOTAL *	208.58	
0000824	00	INTL CODE COUNCIL INC							
1000676474		PI3260	032945	00	04/13/2016	001-1004-424.30-31	GENERAL	63.04	
							VENDOR TOTAL *	63.04	
9999999	00	JEFFERSON, CHRIS M							
120146 JEFFERSN		000609		00	08/12/2015	001-0000-202.04-00	CHRIS JEFFERSON/KEY DEP CHECK #: 78417		30.00-
							VENDOR TOTAL *	.00	30.00-
0001176	00	JENSEN TIRE CO							
300637		PI3265	031983	00	04/13/2016	001-2027-452.20-60	BLANKET PURCHASE ORDER	10.00	
300637		PI3266	031983	00	04/13/2016	001-2027-452.30-63	BLANKET PURCHASE ORDER	42.50	

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0001176	00	JENSEN TIRE CO							
							VENDOR TOTAL *	52.50	
0002902	00	KRIZ-DAVIS CO							
S101299729-001		PI3132	031984	00	04/13/2016	001-2027-452.30-48	BLANKET PURCHASE ORDER	142.86	
							VENDOR TOTAL *	142.86	
0002898	00	LARSEN INTERNATIONAL							
C88801		PI3133	031986	00	04/13/2016	001-1206-422.20-60	BLANKET PURCHASE ORDER	51.48	
C88801		PI3134	031986	00	04/13/2016	001-1206-422.30-63	BLANKET PURCHASE ORDER	32.61	
C88846		PI3186	032814	00	04/13/2016	001-1206-422.20-65	GENERAL	45.25	
							VENDOR TOTAL *	129.34	
9999999	00	LOPEZ, MARIA							
124888 LOPEZ		000363		00	04/13/2016	001-0000-202.04-00	MARIA LOPEZ/COMM ROOM	100.00	
							VENDOR TOTAL *	100.00	
0005989	00	LUEBBERT, SUSAN K							
0320-0402 2016		PI3292	032903	00	04/13/2016	001-2031-455.20-99	BLANKET PURCHASE ORDER	600.00	
							VENDOR TOTAL *	600.00	
0002945	00	LYMAN-RICHEY CORP							
30245919		PI3108	032881	00	04/13/2016	001-2027-452.40-13	BLANKET PURCHASE ORDER	21.62	
							VENDOR TOTAL *	21.62	
0006212	00	MATHESON TRI-GAS INC							
13063884		PI3092	031987	00	04/13/2016	001-1206-422.30-32	BLANKET PURCHASE ORDER	53.21	
							VENDOR TOTAL *	53.21	
0001229	00	MENARDS - FREMONT							
02853		PI3094	031989	00	04/13/2016	001-2027-452.40-13	BLANKET PURCHASE ORDER	45.09	
03198		PI3135	031989	00	04/13/2016	001-2027-452.30-49	BLANKET PURCHASE ORDER	84.95	
03278		PI3136	031989	00	04/13/2016	012-2025-431.30-79	BLANKET PURCHASE ORDER	99.00	
							VENDOR TOTAL *	229.04	
0006097	00	MENN, CHRISTOPHER R							
#8 P15013		PI3268	032150	00	04/13/2016	012-2032-431.45-20	GENERAL	30,057.53	
							VENDOR TOTAL *	30,057.53	
0006536	00	MIDWEST MEDICAL SUPPLY CO LLC							
6095624		PI3119	032915	00	04/13/2016	001-1206-422.30-33	GENERAL	101.54	
6096827		PI3202	032915	00	04/13/2016	001-1206-422.30-33	GENERAL	89.52	
6103823		PI3203	032915	00	04/13/2016	001-1206-422.30-33	GENERAL	159.88	
							VENDOR TOTAL *	350.94	
0004095	00	MIDWEST TAPE							
93785920		PI3162	032206	00	04/13/2016	001-2031-455.30-51	GENERAL	9.84	
							VENDOR TOTAL *	9.84	

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0001839	00	MIDWEST TURF & IRRIGATION							
3713083-00		PI3302	032873	00	04/13/2016	001-2027-452.30-56	BLANKET PURCHASE ORDER	695.02	
							VENDOR TOTAL *	695.02	
0002421	00	MOORE MEDICAL LLC							
99011996 I		PI3214	032939	00	04/13/2016	001-1206-422.30-33	GENERAL	103.81	
							VENDOR TOTAL *	103.81	
0002985	00	MSC INDUSTRIAL SUPPLY CO INC							
59128426		PI3301	032798	00	04/13/2016	012-2025-431.30-33	FIELD PURCHASE ORDER	705.52	
							VENDOR TOTAL *	705.52	
0005038	00	MUNICIPAL EMERGENCY SERVICE-FREMONT							
IN1010132		PI3093	031988	00	04/13/2016	001-1206-422.20-60	BLANKET PURCHASE ORDER	21.00	
							VENDOR TOTAL *	21.00	
0003558	00	NEBR DEPT OF REVENUE							
35-770191 0416		000367		00	04/13/2016	020-2066-490.60-11	KENO LOTTERY LICENSE	100.00	
35-770191 0416		000377		00	04/13/2016	020-2066-490.60-11	KENO LOTTERY LICENSE	100.00-	
							VENDOR TOTAL *	.00	
0003977	00	NEBR DEPT OF REVENUE							
13392961 0316		PI3267	032029	00	04/13/2016	001-2027-452.20-99	BLANKET PURCHASE ORDER	8.27	
							VENDOR TOTAL *	8.27	
0004162	00	NEBR LIBRARY ASSN							
040116 SCHMCHEL		PI3252	032845	00	04/13/2016	001-2031-455.20-93	GENERAL	45.00	
040116 JIRSAK		PI3253	032845	00	04/13/2016	001-2031-455.20-93	GENERAL	45.00	
040116 DAHL		PI3254	032845	00	04/13/2016	001-2031-455.20-93	GENERAL	45.00	
							VENDOR TOTAL *	135.00	
0003368	00	NEBR LIBRARY COMMISSION							
27333		PI3246	032211	00	04/13/2016	001-2031-455.30-51	GENERAL	157.14	
							VENDOR TOTAL *	157.14	
0002742	00	NEWMAN TRAFFIC SIGNS							
TI0295848		PI3106	032862	00	04/13/2016	012-2025-431.30-76	FIELD PURCHASE ORDER	289.05	
TI-0295968		PI3195	032862	00	04/13/2016	012-2025-431.30-76	FIELD PURCHASE ORDER	1,890.00	
							VENDOR TOTAL *	2,179.05	
0006329	00	NNSWC LANDFILL							
MAR 2016		000364		00	04/13/2016	001-1013-432.20-21	MAR 2016	59,473.27	
							VENDOR TOTAL *	59,473.27	
9999999	00	O'CONNELL, LISA							
122712 O'CONNEL		000681		00	09/30/2015	001-2029-347.00-00	RYAN O'CONNELL/SCHOLARSHP CHECK #: 78834		36.00-
122717 O'CONNEL		000682		00	09/30/2015	001-2029-347.00-00	TONY O'CONNELL/SCHOLARSHP CHECK #: 78834		36.00-
							VENDOR TOTAL *	.00	72.00-

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0001020	00	O'REILLY AUTOMOTIVE INC							
0397-357136		PI3095	031993	00	04/13/2016	001-1209-421.30-63	BLANKET PURCHASE ORDER	293.28	
0397-357365		PI3096	031993	00	04/13/2016	001-1209-421.30-63	BLANKET PURCHASE ORDER	13.68	
0397-359055		PI3229	031993	00	04/13/2016	001-1209-421.30-63	BLANKET PURCHASE ORDER	130.62	
0397-359091		PI3230	031993	00	04/13/2016	001-1209-421.30-56	BLANKET PURCHASE ORDER	22.95	
							VENDOR TOTAL *	460.53	
0002888	00	OFFICENET							
822429-0		PI3112	032901	00	04/13/2016	001-1004-424.30-31	GENERAL	7.00	
822429-0		PI3114	032901	00	04/13/2016	001-1004-424.30-31	GENERAL	268.49	
823994-0		PI3177	032280	00	04/13/2016	001-1004-424.20-70	BLANKET PURCHASE ORDER	29.50	
823155-0		PI3155	032091	00	04/13/2016	001-1013-432.20-60	FIELD PURCHASE ORDER	80.00	
822972-0		PI3201	032913	00	04/13/2016	001-1206-422.30-31	GENERAL	61.80	
824326-0		PI3247	032281	00	04/13/2016	001-1206-422.20-95	BLANKET PURCHASE ORDER	161.34	
823299-0		PI3211	032931	00	04/13/2016	001-1209-421.30-31	GENERAL	1,135.86	
824327-0		PI3284	032255	00	04/13/2016	001-1209-421.20-70	BLANKET PURCHASE ORDER	159.48	
822429-0		PI3113	032901	00	04/13/2016	001-1305-430.30-31	GENERAL	110.00	
822429-0		PI3115	032901	00	04/13/2016	001-1305-430.30-31	GENERAL	268.49	
823994-0		PI3178	032280	00	04/13/2016	001-1305-430.20-70	BLANKET PURCHASE ORDER	29.50	
823105-0		PI3208	032923	00	04/13/2016	001-2029-451.30-31	GENERAL	116.37	
824061-0		PI3261	032949	00	04/13/2016	001-2029-451.30-31	GENERAL	46.68	
824328-0		PI3277	032229	00	04/13/2016	001-2029-451.20-70	BLANKET PURCHASE ORDER	91.21	
824010-0		PI3167	032228	00	04/13/2016	001-2031-455.20-70	BLANKET PURCHASE ORDER	34.63	
							VENDOR TOTAL *	2,600.35	
0005674	00	OLSSON ASSOCIATES							
249859		PI3262	029461	00	04/13/2016	040-2037-452.45-20	FIELD PURCHASE ORDER	2,707.50	
							VENDOR TOTAL *	2,707.50	
0001842	00	OMAHA TRACTOR INC							
KX1589		PI3198	032872	00	04/13/2016	001-2027-452.30-56	BLANKET PURCHASE ORDER	10.02	
KX1490		PI3199	032872	00	04/13/2016	001-2027-452.30-56	BLANKET PURCHASE ORDER	288.34	
KX1589		PI3204	032918	00	04/13/2016	001-2027-452.20-99	GENERAL	14.86	
KX1589		PI3205	032918	00	04/13/2016	001-2027-452.30-56	GENERAL	137.98	
							VENDOR TOTAL *	451.20	
0006314	00	PEST PRO'S INC							
TRANSTA		032116 PI3156	032093	00	04/13/2016	001-1013-432.20-99	FIELD PURCHASE ORDER	25.00	
							VENDOR TOTAL *	25.00	
9999999	00	PHEASANTS FOREVER							
124742		PHEASANT000369		00	04/13/2016	001-0000-202.04-00	PHEASANTS FOREVER/CF DEP	200.00	
							VENDOR TOTAL *	200.00	
0006436	00	PINNACLE BANK - VISA							
1423091/SEDER		PI3217	032955	00	04/13/2016	001-2027-452.20-13	GENERAL	170.00	
							VENDOR TOTAL *	170.00	
0005476	00	PITNEY BOWES INC (SUPPLIES)							

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0005476	00	PITNEY BOWES INC (SUPPLIES)							
589829		PI3257	032869	00	04/13/2016	001-2031-455.30-31	GENERAL	76.44	
							VENDOR TOTAL *	76.44	
0005545	00	PLATTE MECHANICAL INC							
19192		PI3147	032026	00	04/13/2016	012-2025-431.20-60	BLANKET PURCHASE ORDER	137.50	
19192		PI3148	032026	00	04/13/2016	012-2025-431.30-49	BLANKET PURCHASE ORDER	176.98	
19192B		PI3149	032026	00	04/13/2016	012-2025-431.20-60	BLANKET PURCHASE ORDER	123.75	
19192B		PI3150	032026	00	04/13/2016	012-2025-431.30-49	BLANKET PURCHASE ORDER	360.13	
							VENDOR TOTAL *	798.36	
0005443	00	PLIBRICO COMPANY LLC							
93568		PI3190	032824	00	04/13/2016	001-1209-421.20-60	GENERAL	398.00	
93569		PI3193	032829	00	04/13/2016	001-1209-421.20-60	GENERAL	2,965.00	
							VENDOR TOTAL *	3,363.00	
9999999	00	POULAS, MAXINE							
124898 POULAS		000365		00	04/13/2016	001-0000-202.04-00	MAXINE POULAS/C FIELD	200.00	
							VENDOR TOTAL *	200.00	
0006199	00	PREMIER STAFFING INC							
7307		PI3151	032027	00	04/13/2016	001-2029-451.20-35	BLANKET PURCHASE ORDER	60.00	
7307		PI3152	032027	00	04/13/2016	001-2042-440.20-35	BLANKET PURCHASE ORDER	120.00	
							VENDOR TOTAL *	180.00	
0005002	00	QC SUPPLY LLC							
248345		PI3299	032956	00	04/13/2016	012-2025-431.30-32	FIELD PURCHASE ORDER	299.94	
							VENDOR TOTAL *	299.94	
0002876	00	RAWHIDE CHEMOIL INC							
756842		PI3212	032932	00	04/13/2016	001-1206-422.30-44	GENERAL	637.13	
756843		PI3213	032932	00	04/13/2016	001-1206-422.30-44	GENERAL	178.08	
							VENDOR TOTAL *	815.21	
9999999	00	REIGER, SHELBY							
124762 REIGER		000366		00	04/13/2016	001-0000-202.04-00	SHELBY REIGER/COMM ROOM	100.00	
							VENDOR TOTAL *	100.00	
0006510	00	ROSENBAUER SOUTH DAKOTA LLC							
0000062316		PI3120	031801	00	04/13/2016	001-1206-422.40-18	GENERAL	338,270.00	
							VENDOR TOTAL *	338,270.00	
0006344	00	RUDA SEPTIC LLC							
4352		PI3157	032172	00	04/13/2016	001-1013-432.20-99	FIELD PURCHASE ORDER	195.00	
							VENDOR TOTAL *	195.00	
0001305	00	SAWYER GAS N WASH INC							
03/29/16 STMNT		PI3231	031996	00	04/13/2016	001-1305-430.20-99	BLANKET PURCHASE ORDER	10.95	
							VENDOR TOTAL *	10.95	

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0006316	00	SCALES SALES & SERVICE INC							
3213		PI3099	032219	00	04/13/2016	001-1013-432.20-99	FIELD PURCHASE ORDER	1,045.95	
3213		PI3100	032219	00	04/13/2016	001-1013-432.30-79	FIELD PURCHASE ORDER	760.00	
3408		PI3164	032219	00	04/13/2016	001-1013-432.30-79	FIELD PURCHASE ORDER	760.00	
							VENDOR TOTAL *	2,565.95	
0003453	00	SCHULZ, NIDA							
032916		PI3289	032670	00	04/13/2016	001-2029-451.20-99	GENERAL	33.00	
							VENDOR TOTAL *	33.00	
9999999	00	SEIGFREID, KRISTEN							
124739 SEIGFRED		000370		00	04/13/2016	001-0000-202.04-00	KRISTEN SEIGFREID/COMM RM	100.00	
							VENDOR TOTAL *	100.00	
0001308	00	SHERWIN-WILLIAMS CO							
2947-4		PI3097	031998	00	04/13/2016	001-2027-452.30-49	BLANKET PURCHASE ORDER	180.82	
							VENDOR TOTAL *	180.82	
0005006	00	SHOWCASES							
291892		PI3255	032868	00	04/13/2016	001-2031-455.30-31	GENERAL	75.60	
291893		PI3256	032868	00	04/13/2016	001-2031-455.30-31	GENERAL	71.28	
							VENDOR TOTAL *	146.88	
0003375	00	STATE OF NEBRASKA - CELLULAR							
1002212		PI3165	032221	00	04/13/2016	001-1015-415.20-12	BLANKET PURCHASE ORDER	1,549.54	
							VENDOR TOTAL *	1,549.54	
0001137	00	STEFFY CHRYSLER CENTER INC, GENE							
6080600/1		PI3232	032000	00	04/13/2016	001-2027-452.20-60	BLANKET PURCHASE ORDER	221.58	
6080600/1		PI3233	032000	00	04/13/2016	001-2027-452.30-63	BLANKET PURCHASE ORDER	25.55	
							VENDOR TOTAL *	247.13	
0005078	00	SUN LIFE FINANCIAL							
064140 APR 2016		PI3174	032253	00	04/13/2016	060-0660-442.70-06	BLANKET PURCHASE ORDER	3,629.09	
64140 APR 2016		PI3175	032253	00	04/13/2016	060-0660-442.70-08	BLANKET PURCHASE ORDER	4,334.23	
							VENDOR TOTAL *	7,963.32	
0003598	00	TIME WARNER CABLE							
0113917 0416		PI3166	032224	00	04/13/2016	001-1011-419.20-12	BLANKET PURCHASE ORDER	109.79	
							VENDOR TOTAL *	109.79	
0006063	00	TITAN MACHINERY INC (VICTORS)							
7451221 GP		PI3138	032003	00	04/13/2016	001-2027-452.30-63	BLANKET PURCHASE ORDER	71.75	
							VENDOR TOTAL *	71.75	
9999999	00	TOY SHOW/HAIN							
124656 TOY SHOW		000371		00	04/13/2016	001-0000-202.04-00	TOY SHOW/HAIN/CF DEPOSIT	200.00	
							VENDOR TOTAL *	200.00	

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0003064	00	VOSS LIGHTING							
10165361-00		PI3206	032919	00	04/13/2016	001-2029-451.30-48	GENERAL	197.22	
11072545-00		PI3207	032919	00	04/13/2016	001-2029-451.30-48	GENERAL	197.22	
							VENDOR TOTAL *	394.44	
0003337	00	WASTE CONNECTIONS INC							
MARCH 2016		000373		00	04/13/2016	001-1013-432.20-21	MARCH 2016	59,097.61	
4511356		PI3273	032225	00	04/13/2016	001-1206-422.20-99	BLANKET PURCHASE ORDER	157.70	
4511356		PI3274	032225	00	04/13/2016	001-1209-421.20-99	BLANKET PURCHASE ORDER	204.19	
4511418		PI3269	032198	00	04/13/2016	001-2026-451.20-99	GENERAL	327.67	
4511418		PI3270	032198	00	04/13/2016	001-2027-452.20-99	GENERAL	173.97	
4511418		PI3271	032198	00	04/13/2016	001-2029-451.20-99	GENERAL	210.55	
4511258		PI3276	032226	00	04/13/2016	001-2031-455.20-99	BLANKET PURCHASE ORDER	66.92	
4511418		PI3272	032198	00	04/13/2016	001-2042-440.20-99	GENERAL	63.52	
4511356		PI3275	032225	00	04/13/2016	012-2025-431.20-99	BLANKET PURCHASE ORDER	165.95	
							VENDOR TOTAL *	60,468.08	
9999999	00	WORKING EQUITATION NEBR							
124569 WORK EQU		000372		00	04/13/2016	001-0000-202.04-00	WORKING EQUITATION/CF ARN	100.00	
							VENDOR TOTAL *	100.00	
0002910	00	5TH SEASON INC							
0017160		PI3184	032804	00	04/13/2016	012-2025-431.20-99	FIELD PURCHASE ORDER	30.00	
0017160		PI3185	032804	00	04/13/2016	012-2025-431.30-79	FIELD PURCHASE ORDER	39.49	
							VENDOR TOTAL *	69.49	
				00	General Fund		BANK TOTAL *	560,125.06	24,618.67

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0005708	00	REGIONAL CARE INC							
04/05/16		MANUAL000350		01	04/05/2016	060-0660-442.70-01	04/05/16 MANUAL CLAIMS	CHECK #: 100758	211,364.66
04/05/16		MANUAL000351		01	04/05/2016	060-0660-443.70-01	04/05/16 MANUAL CLAIMS	CHECK #: 100758	7,599.35
04/05/16		MANUAL000352		01	04/05/2016	060-0660-444.70-01	04/05/16 MANUAL CLAIMS	CHECK #: 100758	2,628.96
04/05/16		MANUAL000353		01	04/05/2016	060-0660-391.02-00	04/05/16 MANUAL CLAIMS	CHECK #: 100758	994.00-
04/05/16		MANUAL000354		01	04/05/2016	060-0660-391.03-00	04/05/16 MANUAL CLAIMS	CHECK #: 100758	63.00-
							VENDOR TOTAL *	.00	220,535.97
0003405	00	WORKERS' COMPENSATION FUND							
42461		MANUAL 000376		01	04/07/2016	061-0000-101.12-00	03/31/16 CLAIMS	CHECK #: 100759	23,559.14
							VENDOR TOTAL *	.00	23,559.14
				01	Employee Benefits		BANK TOTAL *	.00	244,095.11

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0003558	00	NEBR DEPT OF REVENUE							
35-770191	0416	000378		04	04/13/2016	020-2066-490.60-11	KENO LOTTERY LICENSE	100.00	
							VENDOR TOTAL *	100.00	
				04	Keno Fund		BANK TOTAL *	100.00	

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0003608	00	NORTHEAST NEBR ECONOMIC DEV DIST							
031516	101095	PI3144	032013	08	04/13/2016	031-0782-465.20-99	BLANKET PURCHASE ORDER	8,539.88	
							VENDOR TOTAL *	8,539.88	
				08	CDBG Clearing		BANK TOTAL *	8,539.88	

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0001759	00	ATS "THE BEEPER PEOPLE"							
7323804		PI3249	032285	09	04/13/2016	033-0789-421.20-12	BLANKET PURCHASE ORDER	329.40	
							VENDOR TOTAL *	329.40	
0002675	00	CENTURYLINK (QWEST)							
4027272600		0316PI3082	031870	09	04/13/2016	033-0789-421.20-12	BLANKET PURCHASE ORDER	13.80	
4027272600		0316PI3083	031870	09	04/13/2016	033-0789-421.20-12	BLANKET PURCHASE ORDER	78.19	
4026440105		0316PI3084	031875	09	04/13/2016	033-0789-421.20-12	BLANKET PURCHASE ORDER	134.58	
4026440105		0316PI3085	031875	09	04/13/2016	033-0789-421.20-12	BLANKET PURCHASE ORDER	1,659.81	
402D250400		0316PI3103	032386	09	04/13/2016	033-0789-421.20-12	BLANKET PURCHASE ORDER	784.19	
							VENDOR TOTAL *	2,670.57	
0000930	00	GREAT PLAINS COMMUNICATIONS INC							
9926520001		0316PI3101	032286	09	04/13/2016	033-0789-421.20-12	BLANKET PURCHASE ORDER	92.32	
							VENDOR TOTAL *	92.32	
0003789	00	NEBR EMERGENCY SERVICES							
032216-FERGUSON		PI3105	032815	09	04/13/2016	033-0789-421.20-13	BLANKET PURCHASE ORDER	15.00	
032416 NINETE		PI3250	032815	09	04/13/2016	033-0789-421.20-13	BLANKET PURCHASE ORDER	15.00	
032916 KUNZWLER		PI3251	032815	09	04/13/2016	033-0789-421.20-13	BLANKET PURCHASE ORDER	15.00	
							VENDOR TOTAL *	45.00	
0003375	00	STATE OF NEBRASKA - CELLULAR							
1002261		PI3248	032284	09	04/13/2016	033-0789-421.20-12	BLANKET PURCHASE ORDER	768.00	
							VENDOR TOTAL *	768.00	
				09	E911		BANK TOTAL *	3,905.29	
							HAND ISSUED TOTAL ***		243,993.11
							EFT/EPAY TOTAL ***		24,720.67
							TOTAL EXPENDITURES ****	572,670.23	268,713.78
							GRAND TOTAL **********		841,384.01

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Jody Sanders, Director of Finance

DATE: April 8, 2016

SUBJECT: Report of Treasury

Recommendation: Move to receive Report of the Treasury

Background: The City Council receives internally-produced monthly financial statements in addition to the annual audited financial statements; however, the monthly reports are not available until mid-month. This statement reports the bank account balances at the end of the prior month, and is available by the first council meeting of each month. The Council will continue to receive the monthly financial statements, but this snapshot gives the Council more timely information regarding cash reserve balances.

Fiscal Impact: None.

City of Fremont
Report of Treasury - Cash and Investment Bank Balances
March 31, 2016

	Statement ending balances						
Account Name	First National Bank - Fremont	First State Bank	Pinnacle Bank of Fremont	Cornerstone Bank, Columbus	NE Land National Bank, North Platte	Nebraska Public Investment Trust	BAN-CORP
Governmental							
Checking/Money Market							
City Treasurer	$ 4,431,973						
City Treasurer-M Mkt	$ 5,558,659						
City Treasurer						$ 8,123	
Special Revenue		$ 13,696					
Econ Development -						$ 12,273	
Infrastructure - Sales Tax						$ 4,990	
Insured M MKT ** -Sales Tax		$ 5,075,320					
Public Safety - Sales Tax						$ 1,003,636	
Streets - Sales Tax						$ 198,964	
Streets - M Mkt			$ 388,725				
Tax Relief - Sales Tax						$ 195	
Community Devlopment Agy	$ 119,310						
Keno			$ 98,523				
Keno - Npait M Mkt						$ 932	
CDBG Clearing	$ 20,930						
E911	$ 224,675						
Drug Task	$ 34,055						
Employee Benefits			$ 1,281,814				
Employee Benefits							$ 9,018
Total Checking/Money Market	$ 10,389,603	$ 5,089,016	$ 1,769,062	$ -	$ -	$ 1,229,113	$ 9,018
CD Investments							
General fund	$ 24,174		$ 5,350,000				
Sales Tax/Infrastructure fund			$ 4,790,000				
Sales Tax/Streets fund	$ 500,000		$ 1,850,000				
Sales Tax/LB840 fund			$ 3,100,000				
Street fund			$ 1,850,000		$ 500,000	$ 1,000,000	
KENO fund			$ 495,000				
Trust Fund			$ 125,000		$ 50,000		
E911			$ 100,000				
Special assessment Fund			$ 1,000,000				
Employee Benefits	$ 850,000		$ -				
Work Comp	$ 650,000		$ -				
Total CD Investments	$ 2,024,174	$ -	$ 18,660,000	$ -	$ 550,000	$ 1,000,000	$ -
Total Governmental deposits	$ 12,413,777	$ 5,089,016	$ 20,429,062	$ -	$ 550,000	$ 2,229,113	$ 9,018
					Grand total	$ 40,719,985	

City of Fremont
Report of Treasury - Cash and Investment Bank Balances
March 31, 2016

	Statement ending balances						
Account Name	First National Bank - Fremont	First State Bank	Pinnacle Bank of Fremont	Cornerstone Bank, Columbus	NE Land National Bank, North Platte	Nebraska Public Investment Trust	BAN-CORP
Proprietary Funds							
Checking/Money Market							
Combined Utilities Fund	$ 9,207,073						
Electric Fund	$ 2,065,554						
Comb Util Funds/Construction	$ 1,507,700						
Electric Funds						$ 1,203,083	
Water Project Bond Acct	$ 80,204						
Department of Utilities			$ 665,669				
Sewer Improvement	$ 3,378						
Sewer Funds						$ 300,870	
Gas Fund						$ 1,725,367	
Electric Fund				$ 100			
Total Checking/Money Market	$ 12,863,909	$ -	$ 665,669	$ 100	$ -	$ 3,229,320	$ -
CD Investments							
Electric	$ 3,852,800		$ 15,000,000	$ -	$ 2,096,000		
Water			$ 875,000				
Sewer			$ 5,375,000				
Gas	$ 1,500,000		$ 1,500,000				
Total CD Investments	$ 5,352,800	$ -	$ 22,750,000	$ -	$ 2,096,000	$ -	$ -
Total Proprietary deposits	$ 18,216,709	$ -	$ 23,415,669	$ 100	$ 2,096,000	$ 3,229,320	$ -
					Grand total	$ 46,957,797	
Grand total, all funds	$ 30,630,485	$ 5,089,016	$ 43,844,730	$ 100	$ 2,646,000	$ 5,458,433	$ 9,018
					Grand total	$ 87,677,783	

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: TYLER FICKEN, CITY CLERK

DATE: APRIL 5, 2016

SUBJECT: CEMENT/ASPHALT/EXCAVATION APPLICATIONS

Recommendation: Move to approve the Cement/Asphalt/Excavation worker applications as presented subject to fulfillment of all licensing requirements as follows:

Business	**Applicant**
BURESCH'S HOME IMPROVEMENTS	ADAM BURESH
N E CONSTRUCTION	ERIC MEYER
DANIEL E. SIMANEK	DANIEL E. SIMANEK

Background: Cement/Asphalt/Excavation workers are required to apply for their first license with the City Council as there is not an examination given. There is no need to reapply with the City Council as long as the applicant keeps their license in force every year. Licensed cement/asphalt/excavate workers have a 60 day grace period to renew their license after April 1st of every year.

#

CITY OF
FREMONT
NEBRASKA PATHFINDERS

LICENSE APPLICATION

Position	Fee	Bond	Term
FMC 10-322 Cement Work/Asphalt/Excavate	20.00	5,000.00	April 1st to April 1st of each year
FMC 10-315 House Mover	25.00	5,000.00	April 1st to April 1st of each year

TO THE FREMONT MAYOR AND COUNCIL:

The undersigned does hereby make application for license as Cement Work

License should be issued to Buresh's Home Improvements

License shall be used by applicant as the sole owner of business, which will be conducted under the name of Adam Buresh at Buresh's Home Improvements

(If applicant is not sole owner, set out the other owners: _____)

Applicant telephone number at place of business or where can be reached 402-317-9557

To enable the Mayor and Council to determine whether an applicant possesses the necessary qualifications to obtain said license, applicant, under oath does hereby state:

I have had 8 years of practical experience in this type of work at the following places (Cover the last five years)

BW Remodeling & Const., For myself with Buresh's Home Improvements

I have the following technical education: N/A

I give you the following references: Wayne Fogg, Robert Bazer, Daniel Gaskin

Applicant agrees to comply with all licensing requirements should Council approve this application. Applicant agrees to comply with and is willing to be governed, in all respects, by the ordinances and laws now in effect or to be hereafter adopted by the City of Fremont.

IMPORTANT! After obtaining your license, please go to the 3rd floor of Municipal Building to obtain the rules and regulations concerning concrete work.

Dated 4-5-2016

Signature

United States Citizenship Attestation Form

For the purpose of complying with Neb. Rev. Stat.§§ 4-108 through 4-114, I attest as follows:

X I am a citizen of the United States.

OR

_____ I am a qualified alien under the federal Immigration and Nationality Act, my immigration status and alien number are as follows: _____ and I agree to provide a copy of my USCIS documentation upon request.

I hereby attest that my response and the information provided on this form and any related application for public benefits are true, complete, and accurate and I understand that this information may be used to verify my lawful presence in the United States.

DATE OF BIRTH 09-16-1983

PRINT NAME Adam Alan Buresh
(first, middle, last)

SIGNATURE _____

DATE 4-5-16

_____

_____

No Material Discrepancies exist as verified by *SAVE*.

Verified on: _____ by: _____

Bond No._____

UNIVERSAL SURETY COMPANY

P.O. Box 80468 • Lincoln, Nebraska 68501

LICENSE AND/OR PERMIT BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Adam Buresh dba Buresh Home Improvements, as Principal, and UNIVERSAL SURETY COMPANY, incorporated under the laws of the State of Nebraska, with principal offices at Lincoln, Nebraska, as Surety, are held and firmly bound unto City of Fremont

(Valid only when a County, City, Town or Village is named as Obligee)

in penal sum of Five Thousand & no/100's---------- Dollars, ($5,000.00)

lawful money of the United States for which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal has applied to said Obligee for a license to

Cement Worker

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the said Principal shall indemnify said Obligee against all loss to it caused by said Principal's breach of any ordinance, rule or regulation relating thereto, then

the above obligation shall be void, otherwise to be and remain in full force and-effect until April 1, 20 17,

unless renewed by continuation certificate.

THIS BOND MAY BE TERMINATED at any time by the Surety upon sending notice in writing, by certified mail, to the Clerk of the Political Subdivision with whom this bond is filed, and at the expiration of thirty (30) days from the receipt of said notice, this bond shall ipso facto terminate and the Surety shall thereupon be released from any liability for any acts or omissions of the Principal subsequent to said date.

Signed, sealed and dated the 1st day of April, 20 16.

Adam Buresh dba Buresh Home Improvements

Adam Buresh — Principal

UNIVERSAL SURETY COMPANY CORPORATE SEAL LINCOLN, NEBRASKA

UNIVERSAL SURETY COMPANY

By Allyson Perry — Attorney-in-Fact

Countersignature (If required)

By Allyson Perry
Resident Agent

UNIVERSAL SURETY COMPANY

Lincoln, Nebraska

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That the UNIVERSAL SURETY COMPANY, a corporation of the State of Nebraska having its principal office in the City of Lincoln, Nebraska, pursuant to the following Bylaw, which was adopted by the Board of Directors of the said Company on July 23, 1981, to wit:

"Article V-Section 6. RESIDENT OFFICERS AND ATTORNEYS-IN-FACT. The President or any Vice President, acting with any Secretary or Assistant Secretary, shall have the authority to appoint Resident Vice Presidents and Attorneys-In-Fact, with the power and authority to sign, execute, acknowledge and deliver on its behalf, as Surety: Any and all undertakings of suretyship and to affix thereto the corporate seal of the corporation. The President or any Vice President, acting with any Secretary or Assistant Secretary, shall also have the authority to remove and revoke the authority of any such appointee at any time."

does hereby make, constitute and appoint

Randall L. Elkmeier or Paul R. Parkert or Allyson Perry, Fremont, Nebraska
or Nicole Hladky, Cedar Bluffs, Nebraska or Jeannie L. Samuels, Arlington, Nebraska or
Melissa Knobbe or Shari Ruskamp or Edwin P. Linnenbrink, West Point, Nebraska

its true and lawful Attorney(s)-In-Fact, to make, execute, seal and deliver for and on its behalf, as Surety:

Any and all undertakings of suretyship

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its offices in Lincoln, Nebraska, in their own persons.

The following Resolution was adopted at the Regular Meeting of the Board of Directors of the UNIVERSAL SURETY COMPANY, held on July 23, 1981:

"RESOLVED, That the signatures of officers of the Company and the seal of the Company may be affixed by facsimile to any Power of Attorney executed in accordance with Article V-Section 6 of the Company Bylaws: and that any such Power of Attorney bearing such facsimile signatures, including the facsimile signature of a certifying Assistant Secretary and facsimile seal shall be valid and binding upon the Company with respect to any bond, undertaking or contract of suretyship to which it is attached."

All authority hereby conferred shall remain in full force and effect until terminated by the Company.

IN WITNESS WHEREOF, UNIVERSAL SURETY COMPANY has caused these presents to be signed by its President and its corporate seal to be hereunto affixed this 15th day of April, 20 14.

UNIVERSAL SURETY COMPANY

Secretary/Treasurer By President

State of Nebraska
County of Lancaster } ss.

On this 15th day of April, 20 14, before me personally came Curtis L. Hartter, to me known, who being by me duly sworn, did depose and say that (s)he resides in the County of Lancaster, State of Nebraska; that (s)he is the President of the UNIVERSAL SURETY COMPANY, the corporation described in and which executed the above instrument; that (s)he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; that (s)he signed (his) (her) name by like order; and that Bylaw, Article V-Section 6, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

GENERAL NOTARY - State of Nebraska
TARA N. MARTIN
My Comm. Exp. February 16, 2018

My Commission Expires February 16, 2018. Notary Public

I, Cheryl A. Brown, Assistant Secretary of UNIVERSAL SURETY COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said UNIVERSAL SURETY COMPANY, which is still in full force and effect.

Signed and sealed at the City of Lincoln, Nebraska this 15th day of April, 20 16.

Assistant Secretary

RIDER

■UNIVERSAL SURETY COMPANY
□INLAND INSURANCE COMPANY
◆P.O. Box 80468 ◆Lincoln, Nebraska 68501

TO BE ATTACHED TO AND FORM PART OF

Cement Workers NO. 726295
(Type of Bond)

IN FAVOR OF City of Fremont, Nebraska
(Obligee)

ON BEHALF OF Adam Buresh dba Buresh Home Improvements
(Principal)

EFFECTIVE April 1, 2016
(Original Effective Date)

IT IS AGREED THAT, In consideration of the original premium charged for this bond, and any additional premium that may be properly changeable as a result of this rider.

1. The Surety hereby gives its consent to:

[ ]	INCREASE	[X]	CHANGE THE NAME OF THE PRINCIPAL
[ ]	DECREASE	[ ]	CHANGE THE ADDRESS OF THE PRINCIPAL
[ ]	CHANGE THE EFFECTIVE DATE	[ ]	CHANGE THE EXPIRATION DATE
[ ]	OTHER		

(of) the attached bond FROM: Adam Buresh dba Buresh Home Improvements

TO: Adam Buresh and Buresh Home Improvements

EFFECTIVE: April 1, 2016

2. PROVIDED, however, that the attached bond shall be subject to all its agreements, limitations, and conditions except as herein expressly modified, and that the liability of the Surety under the attached bond and under the attached as changed by this rider shall not be cumulative.

3. Signed, and sealed this 4th day of April, 20 16.

ACCEPTED BY:

UNIVERSAL SURETY COMPANY
(Surety)

UNIVERSAL SURETY COMPANY CORPORATE SEAL LINCOLN, NEBRASKA

By: Tara Martin
Tara Martin, Attorney-in-Fact

(Title)

UNIVERSAL SURETY COMPANY

Lincoln, Nebraska

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That the **UNIVERSAL SURETY COMPANY**, a corporation of the State of Nebraska having its principal office in the City of Lincoln, Nebraska, pursuant to the following Bylaw, which was adopted by the Board of Directors of the said Company on July 23, 1981, to wit:

"Article V-Section 6. RESIDENT OFFICERS AND ATTORNEYS-IN-FACT. The President or any Vice President, acting with any Secretary or Assistant Secretary, shall have the authority to appoint Resident Vice Presidents and Attorneys-In-Fact, with the power and authority to sign, execute, acknowledge and deliver on its behalf, as Surety: Any and all undertakings of suretyship and to affix thereto the corporate seal of the corporation. The President or any Vice President, acting with any Secretary or Assistant Secretary, shall also have the authority to remove and revoke the authority of any such appointee at any time."

does hereby make, constitute and appoint

Carol J. Clark or Curtis L. Hartter or Jessica M. Marsh
or Tara Martin, all of Lincoln, Nebraska or Cheryl A. Brown, Roca, Nebraska

its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver for and on its behalf, as Surety:
Any and all undertakings of suretyship

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its offices in Lincoln, Nebraska, in their own persons.

The following Resolution was adopted at the Regular Meeting of the Board of Directors of the **UNIVERSAL SURETY COMPANY**, held on July 23, 1981:

"RESOLVED, That the signatures of officers of the Company and the seal of the Company may be affixed by facsimile to any Power of Attorney executed in accordance with Article V-Section 6 of the Company Bylaws: and that any such Power of Attorney bearing such facsimile signatures, including the facsimile signature of a certifying Assistant Secretary and facsimile seal shall be valid and binding upon the Company with respect to any bond, undertaking or contract of suretyship to which it is attached."

All authority hereby conferred shall remain in full force and effect until terminated by the Company.

IN WITNESS WHEREOF, **UNIVERSAL SURETY COMPANY** has caused these presents to be signed by its President and its corporate seal to be hereunto affixed this 17th day of July, 20 14.

UNIVERSAL SURETY COMPANY

Carol J. Clark — Secretary/Treasurer

By — President

UNIVERSAL SURETY COMPANY CORPORATE SEAL LINCOLN, NEBRASKA

State of Nebraska
County of } ss. Lancaster

On this 17th day of July, 20 14, before me personally came Curtis L. Hartter, to me known, who being by me duly sworn, did depose and say that (s)he resides in the County of Lancaster, State of Nebraska; that (s)he is the President of the **UNIVERSAL SURETY COMPANY**, the corporation described in and which executed the above instrument; that (s)he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; that (s)he signed (his) (her) name by like order; and that Bylaw, Article V-Section 6, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

Tara N. Martin — Notary Public

GENERAL NOTARY - State of Nebraska TARA N. MARTIN My Comm. Exp. February 16, 2018

My Commission Expires February 16, 2018.

I, Cheryl A. Brown, Assistant Secretary of **UNIVERSAL SURETY COMPANY**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said **UNIVERSAL SURETY COMPANY**, which is still in full force and effect.

Signed and sealed at the City of Lincoln, Nebraska this 4th day of April, 20 16.

Cheryl A. Brown — Assistant Secretary

UNIVERSAL SURETY COMPANY CORPORATE SEAL LINCOLN, NEBRASKA

CITY OF
FREMONT
NEBRASKA PATHFINDERS

LICENSE APPLICATION

Position	Fee	Bond	Term
FMC 10-322 Cement Work/Asphalt/Excavate	20.00	5,000.00	April 1st to April 1st of each year
FMC 10-315 House Mover	25.00	5,000.00	April 1st to April 1st of each year

TO THE FREMONT MAYOR AND COUNCIL:

The undersigned does hereby make application for license as Cement Work

License should be issued to Eric D. Meyer / N E Construction

License shall be used by applicant as the sole owner of business, which will be conducted under the name of

_____ at _____

(If applicant is not sole owner, set out the other owners: Nat Meyer

_____)

Applicant telephone number at place of business or where can be reached 402 - 454 - 1433

To enable the Mayor and Council to determine whether an applicant possesses the necessary qualifications to obtain said license, applicant, under oath does hereby state:

I have had 10 years of practical experience in this type of work at the following places (Cover the last five years)

Worked at Baumert Construction & Masonry

I have the following technical education: Bachelor of Science in Construction Management Wayne State

I give you the following references: Tom Baumert Fauss Construction & SPR Construction

Applicant agrees to comply with all licensing requirements should Council approve this application. Applicant agrees to comply with and is willing to be governed, in all respects, by the ordinances and laws now in effect or to be hereafter adopted by the City of Fremont.

IMPORTANT! After obtaining your license, please go to the 3rd floor of Municipal Building to obtain the rules and regulations concerning concrete work.

Dated 4-7-16

Eric Meyer
Signature

United States Citizenship Attestation Form

For the purpose of complying with Neb. Rev. Stat.§§ 4-108 through 4-114, I attest as follows:

X I am a citizen of the United States.

OR

_____ I am a qualified alien under the federal Immigration and Nationality Act, my immigration status and alien number are as follows: _____ and I agree to provide a copy of my USCIS documentation upon request.

I hereby attest that my response and the information provided on this form and any related application for public benefits are true, complete, and accurate and I understand that this information may be used to verify my lawful presence in the United States.

DATE OF BIRTH 06-28-1987

PRINT NAME Eric David Meyer
(first, middle, last)

SIGNATURE Eric Meyer

DATE 4-7-16

No Material Discrepancies exist as verified by *SAVE*.

Verified on: _____ by: _____

Bond No. 123889

INLAND INSURANCE COMPANY

P.O. Box 80468 • Lincoln, Nebraska 68501

LICENSE AND/OR PERMIT BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Eric D Meyer/NE Construction, as Principal, and INLAND INSURANCE COMPANY, incorporated under the laws of the State of Nebraska, with principal offices at Lincoln, Nebraska, as Surety, are held and firmly bound unto

City of Fremont, NE

(Valid only when a County, City, Town or Village is named as Obligee)

in penal sum of Five Thousand Dollars, (5000.00)

lawful money of the United States for which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal has applied to said Obligee for a license to

Cement Work

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the said Principal shall indemnify said Obligee against all loss to it caused by said Principal's breach of any ordinance, rule or regulation relating thereto, then

the above obligation shall be void, otherwise to be and remain in full force and effect until April 7, 20 17, unless renewed by continuation certificate.

THIS BOND MAY BE TERMINATED at any time by the Surety upon sending notice in writing, by certified mail, to the Clerk of the Political Subdivision with whom this bond is filed, and at the expiration of thirty (30) days from the receipt of said notice, this bond shall ipso facto terminate and the Surety shall thereupon be released from any liability for any acts or omissions of the Principal subsequent to said date.

Signed, sealed and dated the 7th day of April, 20 16.

Eric D Meyer/NE Construction

Eric Mey

Principal

INLAND INSURANCE COMPANY CORPORATE SEAL LINCOLN, NEBRASKA

INLAND INSURANCE COMPANY

By Phylis Mooney

Phylis Mooney Attorney-in-Fact

Countersignature (if required)

By

UNIVERSAL SURETY COMPANY

Lincoln, Nebraska

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That the **UNIVERSAL SURETY COMPANY**, a corporation of the State of Nebraska having its principal office in the City of Lincoln, Nebraska, pursuant to the following Bylaw, which was adopted by the Board of Directors of the said Company on July 23, 1981, to wit:

"Article V-Section 6. RESIDENT OFFICERS AND ATTORNEYS-IN-FACT. The President or any Vice President, acting with any Secretary or Assistant Secretary, shall have the authority to appoint Resident Vice Presidents and Attorneys-In-Fact, with the power and authority to sign, execute, acknowledge and deliver on its behalf, as Surety: Any and all undertakings of suretyship and to affix thereto the corporate seal of the corporation. The President or any Vice President, acting with any Secretary or Assistant Secretary, shall also have the authority to remove and revoke the authority of any such appointee at any time."

does hereby make, constitute and appoint

Phylis A. Mooney or Paul Mooney, Fremont, Nebraska

its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver for and on its behalf, as Surety:

Any and all undertakings of suretyship

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its offices in Lincoln, Nebraska, in their own persons.

The following Resolution was adopted at the Regular Meeting of the Board of Directors of the **UNIVERSAL SURETY COMPANY**, held on July 23, 1981:

"RESOLVED, That the signatures of officers of the Company and the seal of the Company may be affixed by facsimile to any Power of Attorney executed in accordance with Article V-Section 6 of the Company Bylaws: and that any such Power of Attorney bearing such facsimile signatures, including the facsimile signature of a certifying Assistant Secretary and facsimile seal shall be valid and binding upon the Company with respect to any bond, undertaking or contract of suretyship to which it is attached."

All authority hereby conferred shall remain in full force and effect until terminated by the Company.

IN WITNESS WHEREOF, **UNIVERSAL SURETY COMPANY** has caused these presents to be signed by its President and its corporate seal to be hereunto affixed this 16th day of February, 20 14.

UNIVERSAL SURETY COMPANY

Secretary/Treasurer

By

President

State of Nebraska }
County of Lancaster } ss.

On this 16th day of February, 20 14, before me personally came Curtis L. Hartter, to me known, who being by me duly sworn, did depose and say that (s)he resides in the County of Lancaster, State of Nebraska; that (s)he is the President of the **UNIVERSAL SURETY COMPANY**, the corporation described in and which executed the above instrument; that (s)he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; that (s)he signed (his) (her) name by like order; and that Bylaw, Article V-Section 6, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

GENERAL NOTARY - State of Nebraska
TARA MARTIN
My Comm. Exp. February 16, 2018

My Commission Expires February 16, 2018.

Notary Public

I, Cheryl A. Brown, Assistant Secretary of **UNIVERSAL SURETY COMPANY**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said **UNIVERSAL SURETY COMPANY**, which is still in full force and effect.

Signed and sealed at the City of Lincoln, Nebraska this 7 day of April, 20 16.

Assistant Secretary

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/07/2016

PRODUCER (402) 721-5503
Mooney Insurance Agency
301 E 6th
PO Box 351
Fremont NE 68026-0351

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
NE Construction
206 E Elk Street
Hooper NE 68031-

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: North Star	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY		/ /	/ /	EACH OCCURRENCE	$ 1,000,000
		X COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
		CLAIMS MADE X OCCUR	CM45357	06/30/2015	06/30/2016	MED EXP (Any one person)	$ 5,000
						PERSONAL & ADV INJURY	$ 1,000,000
				/ /	/ /	GENERAL AGGREGATE	$ 2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$ 2,000,000
		POLICY PRO-JECT LOC		/ /	/ /		
		AUTOMOBILE LIABILITY		/ /	/ /	COMBINED SINGLE LIMIT (Ea accident)	$
		ANY AUTO					
		ALL OWNED AUTOS		/ /	/ /	BODILY INJURY (Per person)	$
		SCHEDULED AUTOS					
		HIRED AUTOS		/ /	/ /	BODILY INJURY (Per accident)	$
		NON-OWNED AUTOS					
				/ /	/ /	PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		ANY AUTO		/ /	/ /	OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY		/ /	/ /	EACH OCCURRENCE	$
		OCCUR CLAIMS MADE				AGGREGATE	$
							$
		DEDUCTIBLE		/ /	/ /		$
		RETENTION $					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		/ /	/ /	WC STATU-TORY LIMITS / OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?		/ /	/ /	E.L. EACH ACCIDENT	$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
		OTHER		/ /	/ /		
				/ /	/ /		
				/ /	/ /		

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

CERTIFICATE HOLDER

( ) - ( ) -

City Of Fremont

Fremont NE 68025-

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

CITY OF
FREMONT
NEBRASKA PATHFINDERS

LICENSE APPLICATION

Position	Fee	Bond	Term
FMC 10-322 Cement Work/Asphalt/Excavate	20.00	5,000.00	April 1st to April 1st of each year
FMC 10-315 House Mover	25.00	5,000.00	April 1st to April 1st of each year

TO THE FREMONT MAYOR AND COUNCIL:

The undersigned does hereby make application for license as Cement

License should be issued to Daniel E. Simanek

License shall be used by applicant as the sole owner of business, which will be conducted under the name of Daniel E. Simanek at 445 N. Luther RD Fremont, NE.

(If applicant is not sole owner, set out the other owners: _____)

Applicant telephone number at place of business or where can be reached 402-720-1147

To enable the Mayor and Council to determine whether an applicant possesses the necessary qualifications to obtain said license, applicant, under oath does hereby state:

I have had 20 years of practical experience in this type of work at the following places (Cover the last five years)

From 1995 to present we have poured 3,500 yards at our storage complex for 14 buildings and cement work around the last 2 buildings in 2017 Parking Lot + Drive way at 313 Jefferson RD.

I have the following technical education: None

I give you the following references: Drive thru Simanek Storage.

Applicant agrees to comply with all licensing requirements should Council approve this application. Applicant agrees to comply with and is willing to be governed, in all respects, by the ordinances and laws now in effect or to be hereafter adopted by the City of Fremont.

IMPORTANT! After obtaining your license, please go to the 3rd floor of Municipal Building to obtain the rules and regulations concerning concrete work.

Dated April 7, 2016

Daniel E. Simanek
Signature

United States Citizenship Attestation Form

For the purpose of complying with Neb. Rev. Stat.§§ 4-108 through 4-114, I attest as follows:

X I am a citizen of the United States.

OR

_____ I am a qualified alien under the federal Immigration and Nationality Act, my immigration status and alien number are as follows: _____ and I agree to provide a copy of my USCIS documentation upon request.

I hereby attest that my response and the information provided on this form and any related application for public benefits are true, complete, and accurate and I understand that this information may be used to verify my lawful presence in the United States.

DATE OF BIRTH Feb 12, 1961

PRINT NAME Daniel E. Simanek
(first, middle, last)

SIGNATURE Daniel E. Simanek

DATE April 7, 2016

No Material Discrepancies exist as verified by *SAVE.*

Verified on: _____ by: _____

Bond No._____

UNIVERSAL SURETY COMPANY

P.O. Box 80468 • Lincoln, Nebraska 68501

LICENSE AND/OR PERMIT BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Daniel E. Simanek, as Principal, and UNIVERSAL SURETY COMPANY, incorporated under the laws of the State of Nebraska, with principal offices at Lincoln, Nebraska, as Surety, are held and firmly bound unto

City of Fremont

(Valid only when a County, City, Town or Village is named as Obligee)

in penal sum of Five Thousand And No/100---------- Dollars, ($5,000.00)

lawful money of the United States for which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal has applied to said Obligee for a license to

Cement Work

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the said Principal shall indemnify said Obligee against all loss to it caused by said Principal's breach of any ordinance, rule or regulation relating thereto, then

the above obligation shall be void, otherwise to be and remain in full force and-effect until April 1st, 2017,

unless renewed by continuation certificate.

THIS BOND MAY BE TERMINATED at any time by the Surety upon sending notice in writing, by certified mail, to the Clerk of the Political Subdivision with whom this bond is filed, and at the expiration of thirty (30) days from the receipt of said notice, this bond shall ipso facto terminate and the Surety shall thereupon be released from any liability for any acts or omissions of the Principal subsequent to said date.

Signed, sealed and dated the 7th day of April, 2016.

Daniel E. Simanek

Principal

UNIVERSAL SURETY COMPANY CORPORATE SEAL LINCOLN, NEBRASKA

UNIVERSAL SURETY COMPANY

By Jeannie L. Samuel

Jeannie L. Samuels — Attorney-in-Fact

Countersignature (if required)

By Jeannie Samuel

Resident Agent

UNIVERSAL SURETY COMPANY

Lincoln, Nebraska

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That the **UNIVERSAL SURETY COMPANY**, a corporation of the State of Nebraska having its principal office in the City of Lincoln, Nebraska, pursuant to the following Bylaw, which was adopted by the Board of Directors of the said Company on July 23, 1981, to wit:

"Article V-Section 6. RESIDENT OFFICERS AND ATTORNEYS-IN-FACT. The President or any Vice President, acting with any Secretary or Assistant Secretary, shall have the authority to appoint Resident Vice Presidents and Attorneys-In-Fact, with the power and authority to sign, execute, acknowledge and deliver on its behalf, as Surety: Any and all undertakings of suretyship and to affix thereto the corporate seal of the corporation. The President or any Vice President, acting with any Secretary or Assistant Secretary, shall also have the authority to remove and revoke the authority of any such appointee at any time."

does hereby make, constitute and appoint

Randall L. Eikmeier or Paul R. Parkert or Allyson Perry, Fremont, Nebraska
or Nicole Hladky, Cedar Bluffs, Nebraska or Jeannie L. Samuels, Arlington, Nebraska or
Melissa Knobbe or Shari Ruskamp or Edwin P. Linnenbrink, West Point, Nebraska

its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver for and on its behalf, as Surety:

Any and all undertakings of suretyship

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its offices in Lincoln, Nebraska, in their own persons.

The following Resolution was adopted at the Regular Meeting of the Board of Directors of the **UNIVERSAL SURETY COMPANY**, held on July 23, 1981:

"RESOLVED, That the signatures of officers of the Company and the seal of the Company may be affixed by facsimile to any Power of Attorney executed in accordance with Article V-Section 6 of the Company Bylaws: and that any such Power of Attorney bearing such facsimile signatures, including the facsimile signature of a certifying Assistant Secretary and facsimile seal shall be valid and binding upon the Company with respect to any bond, undertaking or contract of suretyship to which it is attached."

All authority hereby conferred shall remain in full force and effect until terminated by the Company.

IN WITNESS WHEREOF, **UNIVERSAL SURETY COMPANY** has caused these presents to be signed by its President and its corporate seal to be hereunto affixed this 15th day of April, 20 14.

UNIVERSAL SURETY COMPANY

Secretary/Treasurer — By — President

State of Nebraska
County of Lancaster } ss.

On this 15th day of April, 20 14, before me personally came Curtis L. Hartter, to me known, who being by me duly sworn, did depose and say that (s)he resides in the County of Lancaster, State of Nebraska; that (s)he is the President of the **UNIVERSAL SURETY COMPANY**, the corporation described in and which executed the above instrument; that (s)he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; that (s)he signed (his) (her) name by like order; and that Bylaw, Article V-Section 6, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

GENERAL NOTARY - State of Nebraska
TARA N. MARTIN
My Comm. Exp. February 16, 2018

My Commission Expires February 16, 2018. — Notary Public

I, Cheryl A. Brown, Assistant Secretary of **UNIVERSAL SURETY COMPANY**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said **UNIVERSAL SURETY COMPANY**, which is still in full force and effect.

Signed and sealed at the City of Lincoln, Nebraska this 7th day of April, 20 16.

Assistant Secretary

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Nicholas Brand, Director of IS

DATE: April 7, 2016

SUBJECT: Long Distance Contract

Recommendation: Approve resolution to sign CenturyLink contract for Long Distance Service

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Background: Stream line of billing process, cut down on staff time spent addressing billing issues as well as being fiscally responsible with public funds.

Fiscal Impact: Estimated total cost of long distance is $0.0130 to $0.0494 per minute versus the $.05 per minute with our current carrier.

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREMONT, NEBRASKA, APPROVING A CENTURYLINK CONTRACT FOR LONG DISTANCE SERVICE..

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Fremont, Nebraska, that the following agreement provided as EXHIBIT A be approved.

EXHIBIT “A” ATTACHED

PASSED AND APPROVED THIS 12TH DAY OF APRIL, 2016

_____

Scott Getzschman, Mayor

ATTEST:

_____

Tyler Ficken, City Clerk

EXHIBIT A

CENTURYLINK® LOYAL ADVANTAGE® AGREEMENT

This CenturyLink Loyal Advantage Agreement ("Agreement") is between CenturyLink Communications, LLC f/k/a Qwest Communications Company, LLC ("CenturyLink") and **CITY OF FREMONT** ("Customer") and is effective on the date the last party signs it ("Effective Date"). CenturyLink may withdraw this offer if Customer does not execute and deliver the Agreement to CenturyLink on or before May12, 2016 ("Cutoff Date"). Using CenturyLink's electronic signature process for the Agreement is acceptable.

CITY OF FREMONT	**CENTURYLINK COMMUNICATIONS, LLC**
Authorized Signature	Authorized Signature
Name Typed or Printed	Name Typed or Printed
Title	Title
Date	Date

Customer's address for notices:
Customer's facsimile number (if applicable):
Person designated for notices:

1. Services. Customer may purchase the products and services ("Services") in service exhibits ("Service Exhibits") attached to the Agreement. The parties agree that any notation to the "CenturyLink Total Advantage Agreement" on the Service Exhibits will be disregarded and such exhibits will be governed by the Agreement. For an interim period of time until all work is completed to update the Service Exhibits, Tariffs and other terms and conditions incorporated by attachment or reference into this Agreement, all references to Qwest Communications Company, LLC mean CenturyLink Communications, LLC. The Service Exhibits attached to the Agreement as of the Effective Date and incorporated by this reference are shown below.

-Domestic Voice Service Exhibit

2. Term. Customer selects the following "Initial Term" of the Agreement: three years (Code: 600053). The Initial Term begins on the Effective Date. At the end of the Initial Term, the Agreement will automatically renew for consecutive renewal periods equal to the Initial Term (a "Renewal Term") if not terminated earlier in accordance with the Agreement. The Initial Term and each Renewal Term are referred to as the "Term."

3. Rates. Unless specified otherwise in a Service Exhibit, Services will receive the applicable rates specified in a Service Exhibit, valid Order Form, or CenturyLink-approved quote form, for the duration of the Initial Term. CenturyLink reserves the right to modify rates after the conclusion of each Service's minimum service period upon not less than 30 days' prior written notice to Customer; provided that CenturyLink may reduce the foregoing notice period or modify rates or discounts prior to the conclusion of the minimum service period, as necessary, if such modification is based upon Regulatory Activity. CenturyLink also reserves the right to modify rates when the Agreement renews to the rates that are in effect at that time. If Regulatory Activity causes an increase in the rates for Customer's ordered Services that materially and adversely affects Customer, then Customer may terminate the affected Service upon 30 days' prior written notice to CenturyLink without liability for Cancellation Charges for the affected Service, provided, however that Customer: (a) provides such notice within 30 days after the increase occurs; and (b) provides CenturyLink 30 days to cure such increase. If Customer does not provide CenturyLink such notice during the time permitted in this Section, Customer will have waived its right to terminate the affected Service under this Section.

4. Payment. CenturyLink may begin invoicing for specific Services as specified in the applicable Service Exhibit. Customer must pay CenturyLink all charges within 30 days after the invoice date. Any amount not paid when due is subject to late interest at the lesser of 1.5% per month or the maximum rate allowed by law. In addition to payment of charges for Services, Customer must also pay CenturyLink any applicable Taxes assessed in connection with Services. Taxes may vary and are subject to change. If Customer is exempt from any Tax, it must provide CenturyLink with an appropriately completed and valid Tax exemption certificate or other evidence acceptable to CenturyLink. CenturyLink is not required to issue any exemption, credit or refund of any Tax payment for usage before Customer's submission of valid evidence of exemption. Customer may access its invoices and choose paperless invoices online through CenturyLink Control Center located at controlcenter.centurylink.com. If Customer does not choose paperless invoices through Control Center, CenturyLink may in its discretion assess a $15 MRC for each full paper invoice provided to Customer or a $2 MRC for each summary/remit only (where available) paper invoice provided to Customer. Those charges will not apply to an invoice that is not available through Control Center. Customer's payments to CenturyLink must be in the form of electronic funds transfer (via wire transfer or ACH), cash payments (via previously-approved CenturyLink processes only), or paper check. CenturyLink reserves the right to charge administrative fees when Customer's payment preferences deviate from CenturyLink's standard practices.

5. Confidentiality. Except to the extent required by an open records act or similar law, neither party will, without the prior written consent of the other party: (a) disclose any of the terms of the Agreement; or (b) disclose or use (except as expressly permitted by, or required to achieve the purposes of, the Agreement) the Confidential Information of the other party. Each party will use reasonable efforts to protect the other's Confidential Information, and will use at least the same efforts to protect such Confidential Information as

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the party would use to protect its own. CenturyLink's consent may only be given by its Legal Department. A party may disclose Confidential Information if required to do so by a governmental agency, by operation of law, or if necessary in any proceeding to establish rights or obligations under the Agreement. CenturyLink will not be deemed to have accessed, received, or be in the possession of Customer Confidential Information solely by virtue of the fact that Customer transmits, receives, accesses or stores such information through its use of CenturyLink's Services.

6. **CPNI.** CenturyLink is required by law to treat CPNI confidentially. Customer agrees that CenturyLink may share CPNI within its business operations (e.g., wireless, local, long distance, and broadband services divisions), and with businesses acting on CenturyLink's behalf, to determine if Customer could benefit from the wide variety of CenturyLink products and services, and in its marketing and sales activities. Customer may withdraw its authorization at any time by informing CenturyLink in writing. Customer's decision regarding CenturyLink's use of CPNI will not affect the quality of service CenturyLink provides Customer.

7. **Use of Name and Marks.** Neither party will use the name or marks of the other party or any of its Affiliates for any purpose without the other party's prior written consent. CenturyLink's consent may only be given by its Legal Department.

8. **Disclaimer of Warranties.** EXCEPT AS EXPRESSLY PROVIDED IN THE AGREEMENT, ALL SERVICES AND PRODUCTS ARE PROVIDED "AS IS." CENTURYLINK DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. CENTURYLINK MAKES NO WARRANTIES OR REPRESENTATIONS THAT ANY SERVICE WILL BE FREE FROM LOSS OR LIABILITY ARISING OUT OF HACKING OR SIMILAR MALICIOUS ACTIVITY, OR ANY ACT OR OMISSION OF THE CUSTOMER.

9. **Limitations of Liability.** The remedies and limitations of liability for any claims arising between the parties are set forth below.

9.1 **Consequential Damages.** NEITHER PARTY OR ITS AFFILIATES, AGENTS, OR CONTRACTORS IS LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES OR FOR ANY LOST PROFITS, LOST REVENUES, LOST DATA, LOST BUSINESS OPPORTUNITY, OR COSTS OF COVER. THESE LIMITATIONS APPLY REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS ASSERTED AND REGARDLESS OF FORESEEABILITY.

9.2 **Claims Related to Services.** For Customer's claims related to Service deficiencies or interruptions, Customer's exclusive remedies are limited to: (a) those remedies set forth in the SLA for the affected Service or (b) the total MRCs or usage charges paid by Customer for the affected Service in the one month immediately preceding the event giving rise to the claim if an SLA does not exist for the affected Service.

9.3 **Personal Injury; Death; Property Damages.** For claims arising out of personal injury or death to a party's employee, or damage to a party's real or personal property, that are caused by the other party's negligence or willful misconduct in the performance of the Agreement, each party's liability, to the extent permitted by law, is limited to proven direct damages.

9.4 **Other Direct Damages.** For all other claims arising out of the Agreement, each party's maximum liability will not exceed in the aggregate the total MRCs and usage charges paid by Customer to CenturyLink under the Agreement in the three months immediately preceding the event giving rise to the claim ("Damage Cap"). The Damage Cap will not apply to a party's obligations under the Responsibilities Section below or Customer's payment obligations under the Agreement.

10. **Responsibilities.** To the extent permitted under law, each party agrees to be responsible to the other party, its Affiliates, agents, and contractors against all third party claims for damages, liabilities, or expenses, including reasonable attorneys' fees, arising directly from performance of the Agreement and related to personal injury or death, or damage to personal tangible property that is alleged to have been caused by the negligence or willful misconduct of the responsible party. To the extent permitted under law, Customer also agrees to be responsible for all third party claims for damages, liabilities, or expenses, including reasonable attorneys' fees against CenturyLink, its Affiliates, and contractors, related to the modification or resale of the Services by Customer or End Users, or any AUP violation.

11. **Termination.**

11.1 **Service.** Either party may terminate an individual Service or a Service Exhibit: (a) in accordance with the individual Service Exhibit's term requirements with 60 days' prior written notice to the other party, or (b) for Cause. If Service or a Service Exhibit is terminated by Customer for Convenience or by CenturyLink for Cause, then Customer will pay Cancellation Charges.

11.2 **Agreement.** Either party may terminate the Agreement and all Services by: (a) providing written notice to the other party of its intention not to renew the Agreement at least 60 days prior to the expiration of the then current Term or (b) for Cause. Cause to terminate an individual Service Exhibit will not constitute Cause to terminate the Agreement; rather, Cause to terminate the entire Agreement for Service-related claims will exist only if Customer has Cause to terminate all or substantially all of the Services under the applicable SLA, Service Exhibit, RSS or Tariff. If the Agreement is terminated by Customer for Convenience or by CenturyLink for Cause prior to the conclusion of the Term, then Customer will pay the higher of: (c) the Early Termination Charge or (d) the total Cancellation Charges that apply for terminating all CenturyLink Services at the time the Agreement is terminated.

11.3 **Unpaid Charges.** Customer will remain liable for charges accrued but unpaid as of the termination date.

12. **Non-Appropriations.** Customer intends to continue this Agreement for its entire Term and to satisfy its obligations hereunder. For each fiscal period for Customer: (a) Customer agrees to include in its budget request appropriations sufficient to cover Customer's

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obligations under this Agreement; (b) Customer agrees to use all reasonable and lawful means to secure these appropriations; (c) Customer agrees it will not use non-appropriations as a means of terminating this Agreement in order to acquire functionally equivalent products or services from a third party. Customer reasonably believes that sufficient funds to discharge its obligations can and will lawfully be appropriated and made available for this purpose. In the event that Customer is appropriated insufficient funds, by appropriation, appropriation limitation or grant, to continue payments under this Agreement and has no other funding source lawfully available to it for such purpose (as evidenced by notarized documents provided by Customer and agreed to by CenturyLink), Customer may terminate this Agreement without incurring an Early Termination Charge or Cancellation Charges by giving CenturyLink not less than 30 days' prior written notice. Upon termination and to the extent of lawfully available funds, Customer will remit all amounts due and all costs reasonably incurred by CenturyLink through the date of termination.

13. Miscellaneous.

13.1 General. The Agreement's benefits do not extend to any third party (e.g., an End User). If any term of the Agreement is held unenforceable, the remaining terms will remain in effect. Except for time requirements as specifically stated in a Service Exhibit or SLA, neither party's failure to exercise any right or to insist upon strict performance of any provision of the Agreement is a waiver of any right under the Agreement. The terms and conditions of the Agreement regarding confidentiality, the Responsibilities Section, limitation of liability, warranties, payment, dispute resolution, and all other terms of the Agreement that should by their nature survive the termination of the Agreement will survive. Each party is not responsible for any delay or other failure to perform due to a Force Majeure Event.

13.2 Conflicts Provision. If a conflict exists among provisions within the Agreement, the following order of precedence will apply in descending order of control: Service Exhibit, the Agreement, and any Order Form. If Services are provided pursuant to a Tariff, RSS, or ISS as described in the applicable Service Exhibits, the order of precedence will apply in the following descending order of control: Tariff, Service Exhibit, the Agreement, RSS, ISS, and Order Form.

13.3 Independent Contractor. CenturyLink provides the Services as an independent contractor. The Agreement will not create an employer-employee relationship, association, joint venture, partnership, or other form of legal entity or business enterprise between the parties, their agents, employees or affiliates.

13.4 ARRA. Customer will not pay for the Services with funds obtained through the American Recovery and Reinvestment Act or other similar stimulus grants or loans that would obligate CenturyLink to provide certain information or perform certain functions unless each of those obligations are explicitly identified and agreed to by the parties in the Agreement or in an amendment to the Agreement.

13.5 HIPAA. CenturyLink does not require or intend to access Customer data in its performance hereunder, including but not limited to any confidential health related information of Customer's clients, which may include group health plans, that constitutes Protected Health Information ("PHI"), as defined in 45 C.F. R. §160.103 under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA Rules"). To the extent that any exposure to PHI is incidental to CenturyLink's provision of Service and not meant for the purpose of accessing, managing the PHI or creating or manipulating the PHI, such exposure is allowable under 45 CFR 164.502(a)(1)(iii).

13.6 Installation, Maintenance and Repair

(a) Provision of Services is subject to availability of adequate capacity and CenturyLink's acceptance of a complete Order Form.

(b) Customer will reasonably cooperate with CenturyLink or its agents to install, maintain, and repair Services. Customer will provide or secure at Customer's expense appropriate space and power; and rights or licenses if CenturyLink must access the building of Customer's premises to install, operate, or maintain Service or associated CenturyLink equipment. CenturyLink may refuse to install, maintain, or repair Services if any condition on Customer's premises is unsafe or likely to cause injury.

(c) Customer is responsible for any facility or equipment repairs on Customer's side of the demarcation point. Customer may request a technician dispatch for Service problems. Before dispatching a technician, CenturyLink will notify Customer of the dispatch fee. CenturyLink will assess a dispatch fee if it determines the problem is on Customer's side of the demarcation point or was not caused by CenturyLink's facilities or equipment on CenturyLink's side of the demarcation point.

13.7 Governing Law; Dispute Resolution.

(a) Billing Disputes. If Customer disputes a charge in good faith, Customer may withhold payment of that charge if Customer makes timely payment of all undisputed charges when due and provides CenturyLink with a written explanation of the reasons for Customer's dispute of the charge within 90 days after the invoice date of such amount. If CenturyLink determines, in its good faith, that the disputed charge is valid, CenturyLink will notify Customer and within five business days after CenturyLink's notification, Customer must pay the charge and accrued interest.

(b) Governing Law; Forum. The Agreement will be governed by the laws of the State in which the Customer's principal office is located without regard to its choice of law principles. Any legal proceeding relating to the Agreement will be brought in a U.S. District Court, or absent federal jurisdiction, in a state court of competent jurisdiction, in Denver, Colorado.

(c) Waiver of Jury Trial and Class Action. Each party, to the extent permitted by law, knowingly, voluntarily, and intentionally waives its right to a jury trial and any right to pursue any claim or action relating to the Agreement on a class or consolidated basis or in a representative capacity. If for any reason the jury trial waiver is held to be unenforceable, the parties agree to binding arbitration for any dispute relating to the Agreement under the Federal Arbitration Act, 9 U.S.C. § 1, et. seq. The arbitration will be conducted in accordance with the JAMS Comprehensive Arbitration Rules. Judgment upon the arbitration award may be entered in any court having jurisdiction.

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(d) Limitations Period. Any claim relating to the Agreement must be brought within two years after the claim arises other than Customer disputing an amount in an invoice, which must be done by Customer within 90 days after the invoice date of the disputed amount.

13.8 No Resale; Security. Customer represents that it is not a reseller of any telecommunication services provided under this Agreement as described in the Telecommunications Act of 1996, as amended, or applicable state law and acknowledges it is not entitled to any reseller discounts under any laws. CenturyLink has adopted and implemented, and will maintain, a corporate information security program designed to protect Customer information, materials and data accessed and possessed by CenturyLink from loss, misuse and unauthorized access or disclosure. Such program includes formal information security policies and procedures. The CenturyLink information security program is subject to reasonable changes by CenturyLink from time to time. CenturyLink's standard service offerings do not include managed security services such as encryption, intrusion detection, monitoring or managed firewall. Customer is responsible for selecting and using the level of security protection needed for all Customer data stored or transmitted via the Service and using reasonable information security practices, including those relating to the encryption of data.

13.9 Transport Services. The parties acknowledge that the Federal Communications Commission's reliability rules mandates the identification and tagging of any circuits or equivalent data paths ("Transport Services") to public safety answering points that are used to transport 9-1-1 calls and information ("9-1-1 Data"). Customer agrees to cooperate with CenturyLink regarding compliance with these rules and will notify CenturyLink of all Transport Services Customer purchases under this Agreement that are utilized to transport 9-1-1 calls and 9-1-1 Data.

13.10 Assignment. Either party may assign the Agreement without the other party's prior written consent: (a) in connection with the sale of all or substantially all of its assets; (b) to the surviving entity in any merger or consolidation; or (c) to an Affiliate provided such party gives the other party 30 days' prior written notice. Any assignee of the Customer must have a financial standing and creditworthiness equal to or better than Customer's, as reasonably determined by CenturyLink, through a generally accepted, third party credit rating index (i.e. D&B, S&P, etc.). Any other assignment will require the prior written consent of the other party.

13.11 Amendments; Changes. The Agreement may be amended only in a writing signed by both parties' authorized representatives. Each party may, at any time, reject any handwritten change or other alteration to the Agreement. CenturyLink may change features or functions of its Services; for material changes that are adverse to Customer, CenturyLink will provide 30 days' prior written notice, but may provide a shorter notice period if the change is based on Regulatory Activity. CenturyLink may amend, change, or withdraw the Tariffs, RSS, ISS or AUP, with such updated Tariffs, RSS, ISS or AUP effective upon posting or upon fulfillment of any necessary regulatory requirements.

13.12 Websites. References to websites in the Agreement include any successor websites designated by CenturyLink.

13.13 Required Notices. Unless provided otherwise in the Agreement, all required notices to CenturyLink must be in writing, sent to 1801 California St., #900, Denver, CO 80202; Fax: 888-778-0054; Attn.: Legal Dept., and to Customer as provided above. All notices are effective: (a) when delivered via overnight courier mail or in person to the recipient named above; (b) three business days after mailed via regular U.S. Mail; or (c) when delivered by fax if duplicate notice is also sent by regular U.S. Mail.

13.14 Service Termination Notices. Customer's notice of termination for CenturyLink QCC Services must be sent via mail, facsimile or e-mail to: CenturyLink, Attn.: GBM Disconnects, 112 Sixth St., Bristol, TN 37620, Fax: 866.887.6633, e-mail: GBMdisconnects@CenturyLink.com. Such termination is effective 30 days after CenturyLink's receipt of the notice, unless a longer period is otherwise required. For Services under the Select Advantage Service Exhibit, Customer must call the customer care number specified on Customer's invoice to provide notice of termination.

13.15 Entire Agreement. The Agreement (including any applicable Service Exhibit, CenturyLink accepted Order Forms, and all referenced documents) constitutes the entire agreement between the parties and supersedes all prior oral or written agreements or understandings relating to the same service, ports, or circuits at the same locations as covered under the Agreement.

14. Definitions.

"Affiliate" means any entity controlled by, controlling, or under common control with a party.

"AUP" means the Acceptable Use Policy incorporated by this reference and posted at http://www.centurylink.com/legal/.

"Cancellation Charge" means the cancellation charge described in the applicable Service Exhibit and charges incurred by CenturyLink from a third party provider as a result of an early termination.

"Cause" means the failure of a party to perform a material obligation under the Agreement, which failure is not remedied: (a) for payment defaults by Customer, within five days of separate written notice from CenturyLink of such default; or (b) for any other material breach, within 30 days after written notice.

"CenturyLink QCC" means the former Qwest Communications Company, LLC d/b/a CenturyLink QCC. On April 1, 2014, CenturyLink completed an internal reorganization resulting in the merger of multiple CenturyLink owned companies into Qwest Communications Company, LLC. Simultaneously with the merger, Qwest Communications Company, LLC changed its name to CenturyLink Communications, LLC. The term "CenturyLink QCC" refers to the former "d/b/a CenturyLink QCC" company and not to any other CenturyLink owned companies now a part of CenturyLink Communications, LLC.

"Confidential Information" means any information that is not generally available to the public, whether of a technical, business, or other nature, (including CPNI), and that: (a) the receiving party knows or has reason to know is confidential, proprietary, or trade secret information of the disclosing party; or (b) is of such a nature that the receiving party should reasonably understand that the disclosing

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party desires to protect the information from disclosure. Confidential Information will not include information that is in the public domain through no breach of the Agreement by the receiving party or is already known or is independently developed by the receiving party.

"Convenience" means any reason other than for Cause.

"CPE" means any customer equipment, software, and/or other materials of Customer used in connection with the Service.

"CPNI" means Customer Proprietary Network Information, which includes confidential account, usage, and billing-related information about the quantity, technical configuration, type, destination, location, and amount of use of a customer's telecommunications services. CPNI reflects the telecommunications products, services, and features that a customer subscribes to and the usage of such services, including call detail information appearing in a bill. CPNI does not include a customer's name, address, or telephone number.

"Early Termination Charge" means an amount equal to 35% of the average monthly charges billed under this Agreement through the date of termination multiplied by the number of months remaining in the Term.

"End User" means Customer's members, end users, customers, or any other third parties who use or access the Services or the CenturyLink network via the Services.

"Force Majeure Event" means an unforeseeable event beyond the reasonable control of that party, including without limitation: act of God, fire, explosion, lightning, hurricane, labor dispute, cable cuts by third parties, acts of terror, material shortages or unavailability, government laws or regulations, war or civil disorder, or failures of suppliers of goods and services.

"ISS" means CenturyLink's Information Services Schedule incorporated by this reference and posted at: http://www.centurylink.com/tariffs/clc_info_services.pdf.

"MRC" means monthly recurring charge.

"NRC" means nonrecurring charge.

"Order Form" includes both order request forms and quotes issued by CenturyLink. If a CenturyLink service requires a quote to validate the Order Form pricing, the quote will take precedence over the order request form, but not over the Service Exhibit.

"Regulatory Activity" is a regulation or ruling by any regulatory agency, legislative body or court of competent jurisdiction.

"RSS" means as applicable CenturyLink's Rates and Services Schedules incorporated by this reference and posted at http://www.centurylink.com/tariffs/fcc_clc_ixc_rss_no_2.pdf for CenturyLink's International RSS and at http://www.centurylink.com/tariffs/fcc_clc_ixc_rss_no_3.pdf for CenturyLink's Interstate RSS.

"SLA" means the service level agreement applicable to a Service as described in a Service Exhibit.

"State" means one of the 50 states of the United States or the District of Columbia.

"Tariff" includes as applicable: CenturyLink state tariffs, price lists, price schedules, administrative guidelines, catalogs, and rate and term schedules incorporated by this reference and posted at http://www.centurylink.com/tariffs.

"Tax" or "Taxes" means foreign, federal, state, and local excise, gross receipts, sales, use, privilege, or other tax (other than net income) now or in the future imposed by any governmental entity (whether such Taxes are assessed by a governmental authority directly upon CenturyLink or the Customer) attributable or measured by the sale price or transaction amount, or surcharges, fees, and other similar charges that are required or permitted to be assessed on the Customer. These charges may include state and federal Carrier Universal Service Charges, as well as charges related to E911, and Telephone Relay Service.

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1. General; Definitions. Capitalized terms not defined herein are defined in the Agreement. CenturyLink QCC will provide Voice Services ("Service") under the terms of the Agreement, Tariff, RSS, ISS, and this Service Exhibit.

"Pricing Attachment" means a document containing rates specific to the Service and is incorporated by reference and made a part of this Service Exhibit.

"SLA" means the service level agreement specific to the Service, located at http://www.qwest.centurylink.com/legal/, which is subject to change.

2. Service.

2.1 Description. Voice Service consists of domestic Long Distance service, domestic Toll Free (including features), domestic worldcard® and domestic Directory Assistance service. Domestic Long Distance service is available both Interstate and Intrastate, through switched and dedicated facilities. Toll Free Services is also available through switched or dedicated facilities. CenturyLink is required by the FCC to state in this Service Exhibit that Customer is prohibited from using any Toll Free telephone number, or other telephone number advertised or widely understood to be Toll Free, in a manner that would violate FCC rule 47 CFR 64.1504. worldcard offers domestic calling card services available either Interstate or Intrastate and is available through switched access only. Directory Assistance offers one rate to Voice Service customers domestically. The SLA provides Customer's sole and exclusive remedy for service interruptions or service deficiencies of any kind whatsoever for the Service. worldcard offers domestic calling card services available either interstate or intrastate and is available through switched access only. worldcard is offered with three options: 1) the standard option includes CenturyLink's trademarks and telephone number; 2) the "cologo" option includes CenturyLink's and Customer's names and trademarks and/or logos and will include either CenturyLink's or Customer's telephone number; and 3) the "private label" option only includes Customer's names trademarks and/or logos and will include either CenturyLink's or Customer's telephone number. If Customer selects the cologo or private label worldcard options, then Customer grants CenturyLink permission to create a card using Customer's name, trademarks and/or logos as provided to CenturyLink by Customer. Customer further agrees that even though Customer's name, trademarks, logo and/or phone number may appear on the cards, except for Customer's rights in its name, trademarks, and/or logo, CenturyLink will be sole owner of all right and title in and to all intellectual property associated with the cards and the worldcard service. Furthermore, if Customer selects either the cologo or private label cards, then Customer agrees to indemnify and hold CenturyLink harmless for any costs, fees, damages, or expenses of any sort incurred by CenturyLink as a result of claims arising from CenturyLink's use of Customer's name, trademarks or logo in accordance with this Agreement. In addition to the other worldcard charges listed herein, Customer will pay to CenturyLink any set-up charges associated with the design and production of the cologo and private label cards. CenturyLink will notify Customer of the total amount of set-up charges prior to production of the cards. If Customer objects to the set-up charges, then the parties will work together to create a less expensive design than originally requested by Customer (this sentence and the previous sentence combined constitute the "Set-up Process"). If Customer revokes the use of its mark for the cologo or private label cards or requests new cards due to its mark changing, then Customer must cease using those cards and CenturyLink will issue replacement cards that either do not include Customer's mark or contain the new mark, as appropriate. The Set-up Process will apply to the replacement cards and Customer will pay CenturyLink the set-up charges for the replacement cards. The person(s) named on the calling card and those identified on CenturyLink's records for the associated account are jointly and severally responsible for the charges made using the calling card. The calling card is not transferable, but the cardholder may authorize others to use it. The cardholder is responsible for all charges incurred by authorized users, and giving the calling card to someone else or telling someone else the security code is such authorization. The calling card will be cancelled at the cardholder's request. CenturyLink may cancel the calling card if the cardholder cancels or fails to pay, if CenturyLink suspects fraud, improper, or unauthorized use or observes unusual use, or if it changes its policies for issuing worldcard calling cards. CenturyLink may cancel the calling card without notice. CenturyLink is not liable for any damages for any reason due to the cancellation of, or failure to accept the calling card. If a calling card is canceled for any reason, the cardholder must notify all authorized users and destroy all calling cards. The cardholder should notify CenturyLink immediately if the cardholder changes address or telephone number or if a calling card is lost, stolen, or misplaced or if a cardholder suspects unauthorized use or misuse of a calling card. To report a loss, theft, or suspected misuse, please call 1 800-860-1020. Some uses of the worldcard calling card may be subject to rules, regulations, and tariffs of state public utility commissions and the Federal Communications Commission.

2.2 Domestic IP Voice. Domestic IP Voice Service consists of IP intrastate and interstate dedicated Long Distance and IP dedicated Toll Free. Domestic IP Voice accepts intrastate and interstate dedicated Long Distance traffic in IP format and converts such traffic for transmission across the telecommunications network. Domestic IP Voice also accepts domestic Toll Free traffic and converts it into VoIP format for transmission to Customer. The pricing for Domestic IP Voice services is the same as for non-IP intrastate and interstate dedicated Long Distance and non-IP dedicated Toll Free. Domestic IP Voice does not support local services, 911, E911, V911, operator services, local number portability, or directory listings. All use of Domestic IP Voice will comply with and be subject to the service guide, AUP, and applicable sections of the SLA which are posted at http://www.qwest.centurylink.com/legal/. CenturyLink reserves the right to refuse to accept, suspend, or limit any or all of Customer's IP traffic not complying with the service guide technical specifications or that CenturyLink believes is adversely affecting other customers on the CenturyLink network. The service guide and AUP are incorporated into the Agreement by this reference. CenturyLink may reasonably modify the service guide, AUP, and SLA to ensure compliance with applicable laws and regulations and to protect CenturyLink's network and customers, and such change will be effective upon posting to the Web site.

2.3 CenturyLink 8XX Outbound Service. CenturyLink 8XX Outbound Service ("8XX Outbound") allows Customer to place Toll Free TDM or IP calls to CenturyLink owned or non-CenturyLink owned Toll Free numbers on Customer's CenturyLink dedicated access lines

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("DALS"). 8XX Outbound is only available on DALs provisioned on CenturyLink DMS250, NGS, and IPLD switched. 8XX Outbound is not subject to an SLA. 8XX Outbound is governed by the CenturyLink RSS and/or Tariffs. CenturyLink reserves the right, upon 30 calendar days prior written notice to Customer, to cancel or modify 8XX Outbound. If Customer does not agree to the 8XX Outbound modifications, then Customer must notify CenturyLink prior to the expiration of the 30 day time frame that Customer wishes to cancel 8XX Outbound. Customer's continued use of 8XX Outbound after the 30-day time frame will indicate that Customer agrees to the modifications. **Limitations.** CenturyLink provides 8XX Outbound by routing and terminating the Toll Free call to a CenturyLink dedicated facility that is connected to a LEC facility to allow re-origination to the dialed Toll Free number. CenturyLink is only responsible for getting the call to the LEC for re-origination. CenturyLink cannot provide any kind of support or help troubleshoot problems with Toll Free origination or termination once the call is delivered to the LEC for re-origination. Because all outbound toll free calls will re-originate from a LEC central office, the outbound toll-free call will route as if the call originates from the LEC central office, and not from the geographic location of Customer's DAL. If there is regional (i.e., calls only allowed to originate from specific states or disallowed from specific states) or point of call (geographic) routing on the dialed toll-free number, the call may not be completed. From time to time CenturyLink may add, change, and/or remove the central offices from which calls are re-originated, without notice to Customer. Customer requests for 8XX Outbound changes or additions, including additional 8XX Outbound traffic volumes, are subject to availability and CenturyLink's acceptance of the order.

2.4 Non-Completed Calls. "Non-completed Call Percentage Threshold" means 30% of all attempted calls, both completed and non-completed. If the percentage of Customer's calls that do not complete (out of all attempted calls) meets or exceeds the Non-completed Call Percentage Threshold for any given monthly billing cycle, CenturyLink may, upon 30 calendar days notice to Customer, disconnect any and all circuit(s) providing Service on which the Non-completed Call Percentage Threshold was exceeded.

3. Term. The term of this Exhibit will begin upon the Effective Date of the Agreement (or, if applicable, an amendment to the Agreement if Customer adds this Exhibit after the Effective Date of the Agreement) and will continue until the expiration or cancellation of the last to expire (or cancel) Service ordered hereunder.

4. Charges. Customer will pay all applicable rates and charges as set forth in the Pricing Attachment, in the Tariff, RSS, ISS, or Order Form. Customer is responsible for all metered usage charges and per call charges that occur from the point Service is available for Customer use, regardless of whether CenturyLink notifies Customer of Service availability. Domestic Long Distance calls crossing state boundaries, within the same LATA, will be billed at the interstate rate. The rates do not include costs associated with local access or CPE, which rates are described in the Service Exhibits specific to those services or in a separate agreement for such service. Customer's 8XX Outbound will bill the same rates as Customer's dedicated outbound Long Distance (1+). Customer understands and agrees that all 8XX Outbound calls will be billed to the trunk group owner, even if the dialed Toll Free numbers belong to CenturyLink. CenturyLink reserves the right, upon 30 calendar days prior written notice to Customer, to charge an MRC for 8XX Outbound. If Customer does not agree to the MRC, then Customer must notify CenturyLink prior to the expiration of the 30 day time frame that Customer wishes to cancel 8XX Outbound. Customer's continued use of 8XX Outbound after the 30-day time frame will indicate that Customer agrees to pay the MRC.

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PRICING ATTACHMENT

1. Interstate. For all Interstate Long Distance usage, CenturyLink will bill Customer an 18 second minimum per call and 6 second increments.

Domestic Interstate Outbound Long Distance	Per Minute Net Rate
Origination – Termination	
Dedicated – Switched	$0.0130
Switched – Switched	$0.0264

2. Intrastate.

Domestic Intrastate (including interLATA and intraLATA) Outbound Long Distance By State		Per Minute Rates
State	***Origination – Termination***	
NE	Dedicated – Switched	$0.0130
NE	Switched - Switched	$0.0494

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STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: TYLER FICKEN, CITY CLERK

DATE: April 5, 2016

SUBJECT: CONSUME ALCOHOL

Recommendation: Move to approve Resolution

Background: Per State Statute and City Code consumption of alcohol on public property must be approved by the local government.

#

CITY OF
FREMONT
NEBRASKA PATHFINDERS

PERMISSION TO CONSUME ALCOHOL ON CITY PROPERTY FORM
RETURN FORM **IMMEDIATELY** TO THE OFFICE OF THE CITY CLERK.
FAX OR MAIL THE FORM:
CITY CLERK, 400 EAST MILITARY, FREMONT NE 68025 FAX: 402.727.2778

You cannot consume alcohol on City property without City Council approval. City Council meets the 2nd and last Tuesday of every month. Agenda deadline is Thursday before the meeting.

On behalf of Oscar Hernandez, I respectfully request permission
Organization or Individual

to consume alcohol beverages on May 21-2016 at city Auditorium
Date **Location**

for a Quincenera.
Type of Event

****Please indicate which facility you will be renting****

☐ ***Christensen Field*** ☑ ***City Auditorium***

I understand that I must contract with a retail liquor license holder to procure a **special designated permit** from the City Council and the Nebraska Liquor Control Commission. The City Council meets the 2nd and last Tuesday of every month. The alcohol caterer can advise you of necessary time frames or you can call the City Clerk's office with questions regarding Special Designated Permits at 402/727-2633. I further understand that I must hire security for the event in the number as required by the Parks and Recreation Department and the Chief of Police. The security must be hired at least two weeks prior to the event.

I have read and understand the printed requirements for the facility that I have indicated above:

Oscar Hernandez
Print Name

Oscar Hernandez
Signature

728 w Washington St
Address City State & Zip

402-957-39-61
Phone

Revised 10/15

CITY OF
FREMONT
NEBRASKA PATHFINDERS

PERMISSION TO CONSUME ALCOHOL ON CITY PROPERTY FORM
RETURN FORM **IMMEDIATELY** TO THE OFFICE OF THE CITY CLERK.
FAX OR MAIL THE FORM:
CITY CLERK, 400 EAST MILITARY, FREMONT NE 68025 FAX: 402.727.2778

You cannot consume alcohol on City property without City Council approval. City Council meets the 2nd and last Tuesday of every month. Agenda deadline is Thursday before the meeting.

On behalf of Cassandra Hull, I respectfully request permission
Organization or Individual

to consume alcohol beverages on 7/29/17 at City Auditorium
Date **Location**

for a Wedding Reception.
Type of Event

****Please indicate which facility you will be renting****

☐ ***Christensen Field*** ☒ ***City Auditorium***

I understand that I must contract with a retail liquor license holder to procure a **special designated permit** from the City Council and the Nebraska Liquor Control Commission. The City Council meets the 2nd and last Tuesday of every month. The alcohol caterer can advise you of necessary time frames or you can call the City Clerk's office with questions regarding Special Designated Permits at 402/727-2633. I further understand that I must hire security for the event in the number as required by the Parks and Recreation Department and the Chief of Police. The security must be hired at least two weeks prior to the event.

I have read and understand the printed requirements for the facility that I have indicated above:

Cassandra Hull
Print Name

Cassandra Hull
Signature

2030 Charles St, Fremont, NE 68025
Address City State & Zip

402-753-5589
Phone

Revised 10/15

CITY OF
FREMONT
NEBRASKA PATHFINDERS

PERMISSION TO CONSUME ALCOHOL ON CITY PROPERTY FORM
RETURN FORM **IMMEDIATELY** TO THE OFFICE OF THE CITY CLERK.
FAX OR MAIL THE FORM:
CITY CLERK, 400 EAST MILITARY, FREMONT NE 68025 FAX: 402.727.2778

You cannot consume alcohol on City property without City Council approval. City Council meets the 2nd and last Tuesday of every month. Agenda deadline is Thursday before the meeting.

On behalf of Brianna Kucera, I respectfully request permission
Organization or Individual

to consume alcohol beverages on June 17, 2017 at Christensen Field
Date **Location**

for a Wedding Reception.
Type of Event

****Please indicate which facility you will be renting****

☒ ***Christensen Field*** ☐ ***City Auditorium***

I understand that I must contract with a retail liquor license holder to procure a **special designated permit** from the City Council and the Nebraska Liquor Control Commission. The City Council meets the 2nd and last Tuesday of every month. The alcohol caterer can advise you of necessary time frames or you can call the City Clerk's office with questions regarding Special Designated Permits at 402/727-2633. I further understand that I must hire security for the event in the number as required by the Parks and Recreation Department and the Chief of Police. The security must be hired at least two weeks prior to the event.

I have read and understand the printed requirements for the facility that I have indicated above:

Brianna Kucera
Print Name

Brianna Kucera
Signature

2058 E. 20th St. Fremont, NE, 68025
Address City State & Zip

402-719-6724
Phone

Revised 10/15

CITY OF
FREMONT
NEBRASKA PATHFINDERS

PERMISSION TO CONSUME ALCOHOL ON CITY PROPERTY FORM
RETURN FORM **IMMEDIATELY** TO THE OFFICE OF THE CITY CLERK.
FAX OR MAIL THE FORM:
CITY CLERK, 400 EAST MILITARY, FREMONT NE 68025 FAX: 402.727.2778

You cannot consume alcohol on City property without City Council approval. City Council meets the 2nd and last Tuesday of every month. Agenda deadline is Thursday before the meeting.

On behalf of NeFTali Solares, I respectfully request permission
Organization or Individual

to consume alcohol beverages on 7-2-16 at Christensen Field
Date **Location**

for a Quinceanera.
Type of Event

****Please indicate which facility you will be renting****

☑ *Christensen Field* ☐ *City Auditorium*

I understand that I must contract with a retail liquor license holder to procure a **special designated permit** from the City Council and the Nebraska Liquor Control Commission. The City Council meets the 2nd and last Tuesday of every month. The alcohol caterer can advise you of necessary time frames or you can call the City Clerk's office with questions regarding Special Designated Permits at 402/727-2633. I further understand that I must hire security for the event in the number as required by the Parks and Recreation Department and the Chief of Police. The security must be hired at least two weeks prior to the event.

I have read and understand the printed requirements for the facility that I have indicated above:

NeFTali Solares
Print Name

NeFTali Solares
Signature

807 S Broad ST lot #198
Address City State & Zip

402 317 8736
Phone

Revised 10/15

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREMONT, NEBRASKA, APPROVING CONSUMPTION OF ALCOHOLIC BEVERAGES ON CITY PROPERTY AS FOLLOWS:

Requestor:	Date:	Purpose:	City Property
Oscar Hernandez	May 21, 2016	Quincenera	City Auditorium
Cassandra Hull	July 29, 2017	Wedding Reception	City Auditorium
Brianna Kucera	June 17, 2017	Wedding Reception	Christensen Field
Neftali Solares	July 2, 2016	Quincenera	Christensen Field

PASSED AND APPROVED THIS _____ DAY OF _____ , 2016

_____
Scott Getzschman, Mayor

ATTEST:

_____
Tyler Ficken, City Clerk

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM; Paul A. Payne, City Attorney

DATE: April 7, 2016

SUBJECT: Acknowledge the receipt of tort claim filed by Roberta Johnson

---

RECOMMENDATION: A pprove acknowledgement of the Tort Claim filed by Roberta Johnson

---

BACKGROUND; The City of Fremont has received a Notice of Tort Claim on behalf of Roberta Johnson alleging certain claims in connection with alleged injury which occurred on December 24, 2015 at Parking lot on 3rd and Main, Fremont, Nebraska.

Without getting into issues concerning the City's and other parties' liability, and whether the claim of Roberta Johnson is fair and reasonable, we are simply providing a copy of this claim to you in compliance with the Nebraska Political Subdivision Tort Claims Act.

For a person to assert a tort claim against the City of Fremont, a written notice of the claim must be filed with the City Clerk, Secretary or other official responsible for keeping official records. The claim must be filed within one year of the accrual of the claim, and the Council has six months to act on the claim. No suit can be filed until after the Council acts on the claim, or the six months has run.

Historically, the City of Fremont has simply let the six months run. Not all claims result in a suit being filed, so it makes good sense to not act affirmatively in many instances. In any event, if you wish to look further into this claim, please contact the City Administrator's office or the City Attorney and we will provide you with the information which we have in connection with the claim. Our recommendation is to continue to take no affirmative action on tort claims. It must be emphasized that by providing copies of alleged claims to you, we are not making an admission or representation that a claim has been properly filed in any respect. We also recommend that no comments concerning a particular claim be made during Council meetings, unless you decide to bring the matter on for formal consideration. Even then, we ask the comments be carefully considered so that the legal rights of all parties are preserved.

This is not an item for council action other than to simply acknowledge that the claim has been received

Fiscal Impact: unknown

TORT CLAIM SUBMISSION FORM

In accordance with the Tort Claims Act, it is the responsibility of a citizen reporting a personal injury or property damage claim to file a written claim with the Clerk of the City of Fremont, Nebraska. Such claim shall include what happened, when and where the incident occurred. All claims must be in writing and signed by the claimant(s). The form below may be used for this submission. Claims shall also include any medical bills for personal injury, written estimates for repair of property damage, photographs, witness contact information along with any other documentation applicable to the claim. Citizens should deliver their claims and supporting documentation to the City Clerk's Office.

City Clerk
City of Fremont
400 East Military Avenue
Fremont NE 68025-5141
(42) 727-2630

RECEIVED
APR 07 2016

Please complete the following:

Claimant Name: Roberta Johnson Phone Number: [redacted]

Claimant Address: 204 N Pebble St Fremont, NE 68025

Date of Loss: 12-24-15

Location of Loss: 3rd & Main Parking Lot

Description of Loss (use another sheet of paper if necessary):
8 AM on December 24, 2015 - Got out of my car to go to work at SAU-RX fell in the parking lot on 3rd & Main due to parking lot not being clear of snow. Was taken to ER in Fremont, NE because I was unable to walk - Severe sprain to right ankle & as of today is still not healed properly - and need another follow up appointment

Witness Name: Annett Jensen Witness Phone: [redacted]

Attachments: 6 pages (Bills) Photo(s): _____ Estimates: _____ Medical Bill(s): $2774.50 as of today 3-29-16

Other: _____ (Check all that apply)

Roberta Johnson
Signature of Claimant

Date

Roberta Johnson
Printed Name of Claimant

City Department Involved: _____

450 St
Fre n 68025

FRE10M.A4U34D000544.J0JQSE.000013 000006

000006

JOHNSON, ROBERTA M
204 N PEBBLE ST
FREMONT NE 68025-6326

Accounts Now Due

Account Number	Service Date	Amount Due
4497706	12/24/2015 - 12/24/2015	$2,238.00

Total	$2,238.00
Amount Due	$2,238.00

Insurance Information

Please review that the information is correct for the account(s) listed on the back of this page. If incorrect please complete the reverse side of the payment stub.

Important Message

Fremont Area Medical Center: top 5% in Nebraska and U.S. hospitals for patient safety.

Thank you for your suggestions and continued support. We are committed to continuing to improve the quality of the service that we provide

Questions

If the information in this statement is not correct, or you have questions, please contact us immediately at 402-941-7224 or e-mail us at patientaccounts@famc.org.

Si tiene preguntas por favor llamar Cuentas de Pacientes al 402-941-7364.

Online Bill Manager, 24 hours, 7 days a week: www.famc.org

A simple easy way to access your updated account information and pay your accounts online.

☐ Account 4497706 $2,238.00

Want to pay in person? See us at 2340 No. Clarkson, M-F 8:00 AM - 4:30 PM. Please make checks payable to Fremont Area Medical Center
Please include your account numbers on your check

Guarantor Name & Address	Guarantor Number	Total Amount Due	Amount Paid/Charged
JOHNSON, ROBERTA M 204 N PEBBLE ST FREMONT NE 68025-6326	4509	$2,238.00	
	Statement Date: 01/13/2016		SPID# 0101004294

Fremont Area Medical Center
ATTN: PATIENT ACCOUNTS
PO BOX 1349
FREMONT NE 68026-1349

Method Of Payment

Check One: (If Charge, Complete Information Below)

☐ Payment Enclosed ☐ Charge

☐ VISA ☐ ☐ DISC VER

Credit Card Number Exp. Date CVC

Credit Card Holder's Signature

(Cannot be processed without signature)

FREMONT AREA MEDICAL CNTR
450 E. 23RD ST.
FREMONT NE 68025

FINAL

BILL DATE 12/30/15

PATIENT BILL DETAIL TRANSACTIONS

PATIENT 4497706- S
JOHNSON, ROBERTA
204 N PEBBLE ST
FREMONT NE 68025

FAMILY # 4509
JOHNSON, ROBERTA
204 N PEBBLE ST
FREMONT NE 68025

ADMISSION
DATE 12/24/15

DISCHARGE
DATE 12/24/15

DATE OF SERVICE	DATE OF POSTING	CHARGE NUMBER	DESCRIPTION/BILL CODE	QUANTITY	EXTENDED PRICE
		380 ***	EMERGENCY SERVICES		
12/24/15	12/29/15	3802000	ED SERVICE III	1	566.75
12/24/15	12/29/15	3809540	STRAPPING OF ANKLE	1	150.50
			(380) DEPARTMENT TOTAL	2	717.25
		408 ***	ORTHO EQUIP & SUPPLIES		
12/24/15	12/24/15	4080893	BRACE: ANKLE STIRRUP	1	114.75
12/24/15	12/24/15	4085100	CRUTCHES	1	136.50
			(408) DEPARTMENT TOTAL	2	251.25
		440 ***	RADIOLOGY		
12/24/15	12/24/15	4403589	RT LEG/TIBIA/FIBULA	1	388.25
12/24/15	12/24/15	4403612	RT 3V ANKLE	1	416.50
12/24/15	12/24/15	4403632	RT 3V FOOT	1	464.75
			(440) DEPARTMENT TOTAL	3	1,269.50
			PATIENT TOTAL	7	2,238.00

DELIVERY TICKET

1451 N. Bell Street,Fremont, NE 68025-3534, Phone: (402) 727-4270

Print/Reprint Date 12/24/2015 4:27:03 PM
Sales Order 10795
Customer ID 14009
Acct Number
Doc ID 1|5568|50513

Customer JOHNSON , ROBERTA

Bill to 204 NORTH PEBBLE
FREMONT, NE
(402) 719-1488

Deliver to

Phone:
Mobile: (402) 727-4702

Insurance None

HIPAA Signature on file No

Comments or Special Instructions

Delivery Date	Time	CSR	Branch				
12/24/2015		JACOB	Nebraska Medical Mart Fremont				
Qty	**Type**	**Bin**	**Item**	**Ext. Allow**	**Ext. Charge**	**Tax**	**Co-Pay**
Warehouse			Nebraska Medical Mart Fremont				
1	Purchase		E1399 / MISC DURABLE MEDICAL EQUIP	$65.00	$65.00	$0.00	$65.00
			KNEE WALKER RENTAL				
			Unit of Measure:				
			TOTAL	$65.00	$65.00	$0.00	$65.00

I received the items listed above in good condition. I have read and understand the terms and conditions described on the reverse side of this form.
RELEASE OF MEDICAL INFORMATION AND ASSIGNMENT OF BENEFITS. I authorize the assignment of insurance benefits to Nebraska Medical Mart. I also permit the release of medical information about me to Nebraska Medical Mart for the determination of said insurance benefits and payments. I understand that I am financially responsible for all charges whether or not paid for by said insurance.

Thank You for Your Business !!!

1|5568|50513

Sales Order 10795
Customer JOHNSON , ROBERTA
Customer ID 14009

HEARTLAND
ORTHOPEDIC SPECIALISTS
Experience Excellence

2740 N. Clarkson • Fremont, NE 68025
(402) 721-0090 • Fax: (402) 721-9661
www.heartlandortho.com

Date 12-30-15

Received of [illegible] $ 300.00

Account Number 25351

☐ Forms
☐ Copay
☐ Deposit
☐ Payment

[illegible] Dollars

Per [illegible]

Kindly retain this receipt for tax purposes.

Rec-5

☐ Check ☐ Currency ☒ Charge

FREMONT AREA MEDICAL CNTR
450 E. 23RD ST.
FREMONT NE 68025

FINAL

BILL DATE 1/12/16

PAGE 1

PATIENT BILL DETAIL TRANSACTIONS

PATIENT 4497746- S
JOHNSON, ROBERTA
204 N PEBBLE ST
FREMONT NE 68025

FAMILY # 4509
JOHNSON, ROBERTA
204 N PEBBLE ST
FREMONT NE 68025

ADMISSION
DATE 12/24/15

DISCHARGE
DATE 12/24/15

DATE OF SERVICE	DATE OF POSTING	CHARGE NUMBER	DESCRIPTION/BILL CODE	QUANTITY	EXTENDED PRICE
		390 ***	PROFESSIONAL SERVICES		
12/24/15	1/11/16	3909283	ED VISIT - LEVEL III	1	143.00
			(390) DEPARTMENT TOTAL	1	143.00
			PATIENT TOTAL	1	143.00

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: David Goedeken, P.E., Director of Public Works

DATE: March 24, 2016

SUBJECT: Consider request to consent to the sale of improvement, and transfer of the land lease, held by a Lease and Agreement Contract between the City of Fremont and Steenblock Erectors, Inc. (Lessee). Improvements hereafter described as Hangar P-1. Said improvements being located at the Fremont Municipal Airport.

Recommendation: Approve Resolution.

Background: This request has come to the City of Fremont to consent to the sale of a privately owned improvements at the Fremont Municipal Airport. The improvement are held through a Lease and Agreement Contract dated October 15, 1997. The contract stipulates that any sale of the improvements shall be contingent upon the City's consent of sale.

The original contract provided for the lease of the land which Hangar P-1 now occupies. All terms and conditions of the original lease shall transfer with the sale of the improvements.

By approving this Resolution, the City is consenting to the sale of Hangar P-1.

Fiscal Impact: No fiscal impact.

LEASE AND AGREEMENT

This Lease and Agreement made this 15th day of October, 1997, between the CITY OF FREMONT, Nebraska, a municipal corporation, hereinafter referred to as the "City", and STEENBLOCK ERECTORS, INC., a Nebraska Corporation, hereinafter referred to as "Lessee".

1. The City hereby leases to the Lessee a tract of land in the Northeast portion of the airport property more particularly described as follows:

> A parcel of land located in the NW¼ NE¼ of Section 15, Township 17 North, Range 8 East of the 6th P.M., Dodge County, Nebraska, more particularly described as follows: Commencing at the north quarter corner of said Section 15 and assuming the north margin of said quarter quarter to bear S 89°50'36"E; thence S 89°50'36"E along said north margin a distance of 144.86 feet; thence S 00°09'24"W a distance of 340.76 feet to the Point of Beginning; thence S 00°08'47"E a distance of 177.02 feet; thence N 89°51'13"E a distance of 90.00 feet; thence N 00°08'47"W a distance of 94.02 feet; thence N 55°58'14"W a distance of 37.75 feet; thence N 44°09'21"W a distance of 38.87 feet; thence N 43°43'33"W a distance of 31.80 feet; thence N 42°28'59"W a distance of 14.60 feet to the Point of Beginning, containing 11,825.37 square feet, more or less (.27A±)

2. The leased property shall, in all events, include access to the property from Airport Road on the East, either directly or indirectly.

3. The property is leased for use for hangar purposes, and the Lessee has permission to construct thereon a hangar consisting of a steel building approximately 50 feet by 50 feet, to be built upon concrete floor reasonably suitable for airplane hangar purposes and to accommodate light to medium weight airplanes similar substantially to those now hangared on other portions of the airport property, and the Lessee also has permission to construct a concrete apron approximately 3,500 square feet in area and triangular in shape connecting the building floor to existing asphalt apron, and further has permission to remove some of the existing asphalt apron necessary to install the concrete apron herein referred to notwithstanding some of such concrete construction may extend North and West of the real estate above described. The Lessee also has access for its plane or planes, and for its sublessees, if any, from the hangar to other airport facilities.

4. This Lease shall be for a term of ten years from the 15th day of October, 1997, to the 30th day of September, 2007, inclusive, with two options of the Lessee to renew this Lease for an additional term of five years upon giving the City notice in

writing of its intention to extend, at least three calendar months prior to the termination of the initial term and the first option if extended. The notice in writing shall be addressed to the City Clerk and may be delivered in person or by registered mail.

5. The parties recognize that the installation of the hangar building will be a substantial improvement to the airport property and will result in enhanced used of the City's airport, for which reason the parties agree that the rental shall be the sum of $1.00 per year payable $10.00 upon the execution of this Lease and a further sum of $5.00 each time upon exercise of an option to renew aforesaid, provided that Lessee shall pay for fire and extended coverage insurance on the hangar, in addition to insurance required in paragraph 6 hereof, during the optional five year periods of extension. Said insurance shall be in an amount not less than $40,000.00. The Lessee shall be responsible for any deductible on the fire and extended coverage insurance.

6. The Lessee shall maintain liability insurance protecting itself, with the City as an additional assured on its liability policy, with limits of $200,000.00 for public liability coverage with respect to any one person in any one accident, and $500,000.00 for injuries to persons in any one accident, and property damage liability with a limit of $50,000.00 for damage in any one accident.

7. The parties agree that while this Lease remains in effect the hangar building to be constructed by the Lessee shall be deemed to remain personal property notwithstanding it may be attached to the real estate.

8. The City shall be responsible for the removal of snow from access roadways from the Airport Road and the Lessee shall be responsible for expense of installing and maintaining such access other than snow removal.

9. The Lessee will peaceably deliver and surrender possession of the leased property to the City on termination of this Lease.

10. The Lessee shall have the right to sell the improvements upon the real estate and to assign or sublease this Lease upon reasonable consent of the Lessor, which consent shall not be unreasonably withheld. Lessee shall not mortgage or pledge this Lease. Lessee shall have the right to store on its leased premises airplanes of others.

11. The Lessee shall not engage in any business on the premises except such storage of airplanes, including airplanes of others, and minor maintenance activities incidental thereto. The lessee shall install no advertising or signs upon the premises,

other than a sign or signs of reasonable size identifying its hangar as its property.

12. If the hangar to be constructed on the premises by Lessee is destroyed or substantially damaged by fire or other unavoidable casualty so that the same shall be unfit for occupancy or use for its purposes, then the Lessee shall have the option either to restore the building or to terminate this Lease by notice to the City Clerk within 60 days after the happening of such event.

13. The covenants and agreements herein contained shall extend to and be binding upon the successors and assigns of the parties hereto.

14. The Lessee, for itself, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this Lease for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

The Lessee, for itself, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no person on the grounds of race, color, or national original shall be excluded from participation in, denied the benefit of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefit of, or otherwise be subjected to discrimination, (3) that the Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

IN WITNESS WHEREOF the parties have executed these presents in duplicate on the date first above written.

ATTEST:

THE CITY OF FREMONT
THE PATHFINDER
GEN. JOHN C. FREMONT
JUNE 17, 1871

City Clerk

THE CITY OF FREMONT, NEBRASKA,
a Municipal Corporation,

Mayor

STEENBLOCK ERECTORS, INC.,
a Nebraska Corporation

By _____
ROBERT A. STEENBLOCK, President

STATE OF NEBRASKA)
) ss
COUNTY OF DODGE)

On this 15th day of October, 1997, before me a notary public for said county and state, personally appeared Donald B. "Skip" Edwards as Mayor and Bonnie L. Paulin as Clerk of Fremont, Nebraska, who are personally known to me to be the identical persons whose names are affixed to the above Lease and Agreement as Mayor and Clerk of said City, and Robert A. Steenblock as president of Steenblock Erectors, Inc., who is personally known to me to be the identical person whose name is affixed to the above Lease and Agreement as president of said corporation,, and each and all of them acknowledge that they executed the same as their voluntary act and deed of the said municipal corporation and the said Steenblock Erectors, Inc. and further acknowledge that their execution of this lease was authorized by action of the City Council and of the Board of Directors of said Steenblock Erectors, Inc., at legally and duly called meetings.

Witness my hand and notarial seal the date aforesaid.

GENERAL NOTARY-State of Nebraska
PEGGY L. HANSEN
My Comm. Exp. Aug. 5, 2001

_____
Notary Public

FREMONT AVIATION, INC., a corporation, a holder of a lease of the property described in the foregoing Lease and other airport property of the City of Fremont, hereby consents tot he terms of the foregoing Lease between the City of Fremont and Steenblock Erectors, Inc., for reasons and considerations deemed sufficient to FREMONT AVIATION, INC.

Dated October 15, 1997.

FREMONT AVIATION, INC.,
A Corporation,

By _____
Jim Kjeldgaard, President

RECEIVED
NOV 26 2014
BY:

STEENBLOCK
ERECTORS INC

November 26, 2014

City of Fremont
ATTN: Dave Goedeken
400 e Military Ave
Fremont NE 68025

RE: Hangar Lease

Dear Sir:

Per Lease Agreement dated October 15, 1997 between Steenblock Erectors Inc and City of Fremont, for Hangar and Concrete pad located at Fremont Municipal Airport. Steenblock Erectors Inc requests the extension of the lease for an additional 10 years for the sum of $1/annum which may be paid in one lump sum. This extension will expire September 30, 2017

Please feel free to contact our office should you have any questions or require any additional information.

Sincerely,

Steenblock Erectors, Inc

Robert A. Steenblock
President

2404 N. Lincoln Ave | Fremont, NE 68025
402.727.4542 | 402.727.4014 Fax

CITY OF
FREMONT
NEBRASKA PATHFINDERS

400 East Military Avenue, Fremont, NE 68025-5141

November 26, 2014

Steenblock Erectors Inc
Attn: Robert Steenblock
2404 North Lincoln Avenue
Fremont, Nebraska 68025

RE: Airport Lease Agreement

Dear Mr. Steenblock:

This letter is official acknowledgement of receipt on your November 26, 2014 request to extend your lease at the Fremont Airport as stipulated in the lease agreement between Steenblock Erectors Inc and the City of Fremont dated October 15, 1997. This lease extension expires September 30, 2017.

The fee for this lease extension shall be $10.00 payable to the City of Fremont.

Sincerely,

David Goedeken, P.E.
Director of Public Works

DG

RESOLUTION NO. _____

A Resolution of the City Council of the City of Fremont, Nebraska, consenting to the sale of improvements, and transfer of the land lease, held by a Lease and Agreement contract between the City of Fremont and Steenblock Erectors, Inc. (Lessee) Said Improvement (hereafter referred to as Hangar P-1) all located at the Fremont Municipal Airport.

Whereas; the Lessee holds a Lease and Agreement Contract with the City of Fremont for a tract of land at the Fremont Municipal Airport as described in the Original Lease and Agreement Contract dated October 15, 1997,

Whereas; the Lessee has made improvements to the property with the construction of Hangar P-1,

Whereas; the Original Lease and Agreement Contract stipulates the Lessee may sell the improvement with the consent of the City of Fremont,

Whereas; the Lessee now desires to sell the improvements,

NOW AND THEREFORE BE IT RESOLVED: By the City Council of the City of Fremont, Nebraska, that the Mayor and City Clerk are hereby consent to the sale of the Improvements made upon the leased land known as Hangar P-1.

PASSED AND APPROVED THIS 29th DAY OF March, 2016

_____
Scott Getzschman, Mayor

ATTEST:

_____
Tyler Ficken, City Clerk

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Dave Goedeken, Director of Public Works

DATE: April 6, 2016

SUBJECT: Hanger/Terminal Project Grant, Fremont Municipal Airport

Approve Resolution

Background: Consider Resolution authorizing execution of an Agreement for the Nebraska Department of Aeronautics for transfer of Non-Primary Entitlement Funds.

The City of Fremont is entitled to $150,000.00 per year in Grant Funds for improvements to the Fremont Airport. The City is allowed to "bank" the funds for four years to accumulate sufficient moneys to use on a project. The grant money from 2013 has not yet been expended, and will expire this year. The proposed resolution will waive the City's rights to the 2013 year's funds. These funds will then be used at another airport project in the state.

The City's initial application, was for these funds being used for a Hanger/Terminal Improvement Project. After review of the proposed project with the FAA and the Nebraska Department of Aeronautics, it was determined the best route would be to hire an airport consultant to study the best course of action by the City.

The City has hired Airport Design Group to prepare a detailed study of the airport needs, and propose a plan of action to the City for consideration. ADG has prepared this study and has conducted three public information meetings to date. Final Draft approval has been made by the City Council and the final document has been submitted to the FAA and the Nebraska Department of Aeronautics for their review. Upon approval of the Study by the FAA, the City can move forward with a plan of action for Hanger/Terminal relocation.

NEBRASKA DEPARTMENT OF AERONAUTICS

Pete Ricketts
Governor

Ronnie D. Mitchell
Director

March 25, 2016

Mr. Dale Shotkoski, City Admin.
City of Fremont
400 East Military Avenue
Fremont, NE 68025-5141

Subject: Fremont Municipal Airport
Expiring Funds

Dear Mr. Shotkoski:

The City of Fremont has requested an AIP grant to construct a terminal building at their airport. A terminal area study was submitted to the FAA in February to define project eligibility and request FAA approval of the proposed site. At this time, the study is still under review and it is too late to add a grant request into the current fiscal year.

Non-primary entitlement allocated to your airport will be expiring this fiscal year. We are proposing that the City transfer the expiring funds to NDA so they can be used at a Nebraska airport.

Please discuss the transfer at your next City Council meeting. Enclosed are three copies of an Agreement for Transfer of Non-Primary Entitlements and two copies of the associated resolution. If acceptable, the yellow sheets of the resolution should be completed and signed by both the mayor and a witness. The agreements should then be signed by the mayor and certified by your attorney. Keep one copy of the resolution and one copy of the agreement and return the others to this office.

The transfer agreement must be certified by your attorney. We are able to cover your attorney's fee, up to $100, provided the attorney submits a detailed invoice.

If you have any questions, please contact me at this office.

Sincerely,
DEPARTMENT OF AERONAUTICS

Anna Lannin

Anna Lannin, P.E.
Planning and Programming Division

Enclosures

Main Office

Mailing Address
P.O. Box 82088
Lincoln, Nebraska 68501
402.471.2371
402.471.2906 fax

Office Location
3431 Aviation Road Suite 150
Lincoln, Nebraska 68524

www.aero.nebraska.gov

Navigational Aids Office

Kearney Municipal Airport
5065 Airport Road
Kearney, Nebraska 68847
308.865.5696
fax 308.865.5697

An Equal Opportunity Employer
printed with soy ink on recycled paper

AGREEMENT FOR TRANSFER OF NON-PRIMARY ENTITLEMENTS

In accordance with section 47117(c)(2) of Title 49 U.S.C. (hereinafter called the "Act).

City of Fremont
(Name of Transferor Sponsor)

Hereby waives receipt of the following amount of funds apportioned to it for each fiscal year specified under section 47114(d)(3)(a) of the Act.

	Amount	Fiscal Year
	$150,000	2013
	$	20___
	$	20___
TOTAL	$150,000	

On the condition that the Federal Aviation Administration makes the waived amount available to:

Nebraska Department of Aeronautics
(Name of Transferee Sponsor)

for eligible projects under section 47104(a) Act. This waiver shall expire on earlier of September 30, 2016 *(date)* or when the availability of apportioned funds would lapse under section 47117(b) of the Act.

FOR THE UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

_____
(Signature)

_____
(Typed Name)

_____
(Title)

_____
(Date)

FOR THE CITY OF FREMONT

_____
(Signature)

Scott Getzschman
(Typed Name)

Mayor of Fremont
(Title)

_____
(Date)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That I have examined the foregoing Agreement and find that the Sponsor has been duly authorized to make such transfer and that the execution thereof is in all respects due and proper and in accordance with the laws of the State of Nebraska and the Act.

Dated at _____ this ___ day of _____, 2016.

By:_____
(Signature of Sponsor's Attorney)

RESOLUTION NO. _____

A Resolution of the City Council of the City of Fremont, Nebraska, adopting and approving the execution of an agreement to waive receipt of the non-primary entitlement funds apportioned to the Fremont Municipal Airport in fiscal year(s) 2013, and transferring these funds to another Nebraska airport.

NOW AND THEREFORE BE IT RESOLVED: By the City Council of the City of Fremont, Nebraska, that the Mayor and City Clerk are hereby authorized to adopt and approve the execution of an Agreement with the Department of Aeronautics of the State of Nebraska for transfer of Non-Primary Entitlement Grant Funds.

1; The City of Fremont shall enter into an Agency Agreement with the Federal Aviation Administration waiving the airport's right to the specified non-primary entitlement funds and transferring those funds to the Nebraska Department of Aeronautics for use on a Nebraska airport project.

2: The Mayor of the City of Fremont is hereby authorized and directed to execute said Agreement on behalf of the Airport Authority.

3: The Agreement referred to hereinabove is attached hereto as Exhibit "O", and made a part hereof by reference.

PASSED AND APPROVED THIS ___ DAY OF _____, 2016

_____
Scott Getzschman, Mayor

ATTEST:

_____
Tyler Ficken
City Clerk

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Dan Seder, Parks and Recreation Director

DATE: April 7, 2016

SUBJECT: Use of Hormel Park for Nebraska Traditional Archers Spring Shoot and Annual Rendezvous

Recommendation: *Move to accept the request.*

Background:
Park Board approved the request.

This is an annual event held by the Nebraska Traditional Archers. Every year has been successful, without incident.

Letter of request is attached.

Fiscal Impact: None.

Dear Parks and Rec board,

My name is Vince Smith and I am once again speaking to you on behalf of the Nebraska Traditional Archers. We would like to hold our two archery tournaments at Hormel Park once again this year. We would like to hold a spring shoot on April 29th thru May 1st 2016; this would be a weekend shoot. The other shoot we would like to hold there is our annual Rendezvous which would be August 26th thru August 28th of 2016; this would also be a weekend shoot. We would like to request the use of the garage that is on site and 10 picnic tables please.

In the past for the safety of everyone attending the shoot and anyone using the park we have closed the gates so as to not allow traffic to drive through the park that weekend.

We have enjoyed the use of the park for many years now and hope to continue a great relationship with the Fremont Parks and Rec in the future.

If there are any questions I can be reached at 402 727 9141 home or 402 936 0046 cell.

Thank you,

Vince Smith

Resolution No.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREMONT, NEBRASKA, APPROVING THE USE OF HORMEL PARK FOR NEBRASKA TRADITIONAL ARCHERS SPRING SHOOT AND ANNUAL RENDEZVOUS .

Whereas, Nebraska Traditional Archers has requested to use Hormel Park on April 29-May 1, 2016 and August 26-August 28, 2016.

Whereas, Said event has been successful in the park in the past

Whereas, Approval is contingent upon receipt of $1,000,000 insurance certificate with the applicant as primary insured and the City of Fremont as additional insured and this resolution shall serve as the written agreement for said insurance

NOW THEREFORE BE IT RESOLVED: The Mayor and City Council approve the use of Hormel Park as requested by Nebraska Traditional Archers for their Spring Shoot and Annual Rendezvous.

PASSED AND APPROVED THIS_____ DAY OF _____, 2016.

_____
SCOTT GETZSCHMAN, MAYOR

ATTEST:

_____
Tyler Ficken, City Clerk

STAFF REPORT

TO: Honorable Mayor and City Council
Board of Public Works

FROM: Brian Newton, General Manager
Department of Utilities

DATE: April 7, 2016

SUBJECT: Purchase of a tandem axle dump truck

Recommendation: Approve resolution to award bid to RDO-Mack for a purchase of a 2016 Mack tandem axle dump truck.

BACKGROUND:

The Air Quality Control System (AQCS) upgrade at the City of Fremont Department of Utilities Lon D. Wright (LDW) plant provided the ability to condition dry lime / fly ash. This process occurs in the west (new) fly ash silo, which may store ash from any of the three boilers and AQCS waste. LDW currently has a purchase order agreement with a local hauler to move the lime / fly ash to the existing ash monofill, to date we have paid approximately $49,000 on this PO. This truck will be primarily used at LDW plant and would be available for other departments use.

On 16 March FDU received bids for a tandem axle dump truck. The table below is a summary of the bids received, as the table indicates, no bidder was able to meet box specifications and one bidder (RDO – Mack) was able to meet chassis specifications.

Manufacturer	Vendor	Met Min Chassis Specifications	Provided Specified Box	Delivery Days	Cost
Western Star	Wicks Sterling	Yes No		75-90	$141,751
Volvo Volvo		No	No	100	$146,210
Mack Mack		Yes	Yes	75	$152,444
Freightliner OTC		Yes	Yes	90-120	$158,560
Peterbilt Peterbilt	of Norfolk	No No		150	$161,540

LDW Staff recommends the Board of Public Works authorizes LDW to issue a purchase order to RDO for a 2016 Mack tandem axle dump truck at a cost of $152,444. Additionally, we are suggesting extending the truck warranty to 60 months at a cost of $3,625.00.

The Board of Public Works accepted the staff report and recommends City Council award the bid to RDO-Mach.

FISCAL IMPACT: $156,069 + tax, FY 2015/2016 capital budget expenditure.

RESOLUTION NO. _____

A Resolution of the City Council of the City of Fremont, Nebraska, accepting and awarding the bid of RDO-Mach for a tandem axle dump truck and extended warranty in the amount of $156,069 (plus tax).

WHEREAS, said bids were publicly opened, read and tabulated on the 16th day of March 2016, at the hour of 2:00 p.m.; and,

WHEREAS, the Board of Public Works has reviewed the bids received and recommends the bid of RDO-Mach be accepted as the best bid for a tandem axle dump truck; and

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council accept the recommendation of the Board of Public Works and approve and award of the bid for a tandem axle dump truck (with 60-month extended warranty) in the amount of $156,069.00 (plus tax).

PASSED AND APPROVED THIS _____ DAY OF _____, 2016

_____
Scott Getzschman, Mayor

ATTEST:

_____
Tyler Ficken, City Clerk

STAFF REPORT

TO: Honorable Mayor and City Council
Board of Public Works

FROM: Brian Newton, General Manager
Department of Utilities

DATE: April 7, 2016

SUBJECT: Replacement of tractor with loader for the Wastewater Treatment Plant

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Recommendation: Approve the resolution to award the bid from Platte Valley Equipment to replace a utility tractor with loader for $43,459.

BACKGROUND:

The City of Fremont Department of Utilities issued a request for sealed bids for a replacement utility tractor with loader for the Wastewater Treatment Plant. The table below illustrates the pricing comparison of the proposals received.

Proposal Price	
Platte Valley Equipment (5100M)	$43,459.00
Titan Machinery (110C)	$46,000.00
Dinkel Implement (T4-100)	$46,800.00
KAN Equipment (T4-110)	$48,452.56
Titan Machinery (120C)	$51,800.00
Butler Machinery (MF 5711SL)	$83,650.00

Fremont Department of Utilities staff reviewed the bids and the Board of Public Works voted to recommend awarding the bid to Platte Valley Equipment for a John Deere 5100M Tractor for $43,459.

FISCAL IMPACT: $43,459, budgeted expense.

RESOLUTION NO. _____

A Resolution of the City Council of the City of Fremont, Nebraska, accepting and awarding the bid of Platte Valley Equipment for a utility tractor with loader in the amount of $43,459.00.

WHEREAS, said bids were publicly opened, read and tabulated on the 24th day of March 2016, at the hour of 2:00 p.m.; and,

WHEREAS, the Board of Public Works has reviewed the bids received and recommends the bid of Platte Valley Equipment be accepted as the best bid for a utility tractor with loader; and

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council accept the recommendation of the Board of Public Works and approve and award of the bid for a utility tractor with loader in the amount of $43,459.00.

PASSED AND APPROVED THIS _____ DAY OF _____, 2016

_____
Scott Getzschman, Mayor

ATTEST:

_____
Tyler Ficken, City Clerk

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Chief of Police Jeff Elliott

DATE: 04-06-2016

SUBJECT: Omaha Public Safety Training Center Use Agreement

Recommendation: .Allow the Mayor to sign the use agreement with the City of Omaha

Background:
The Fremont Police currently have no firing range in which to hold state mandated firearms qualifications.
The City of Omaha Police have a firing range that they are willing to let the Fremont Police use for a fee of $150 per day that the Fremont Police use it.
In order to use the City of Omaha training facility range, the City of Fremont must agree to the terms and conditions set out in the Omaha Public Safety Training Center Use Agreement.
Once this agreement is signed, the Fremont Police will be able to use the firing range at the Omaha training facility

Fiscal Impact: $150 for each day the police department uses the Omaha range

For City Clerk use:
_____ 1st
_____ 2nd
_____ ayes _____ nays

10A1

OMAHA PUBLIC SAFETY TRAINING CENTER

FACILIITIES USE AGREEMENT

Organization Name: _____ (hereinafter "Organization")

Date(s) of Use: _____

If use is reoccurring, enter term of the Agreement: _____

Facilities Rented: _____

_____

Purpose of Use: _____

(Please attach information if available)

Organization Contact: _____

Title: _____

Phone No: _____

THIS AGREEMENT is made and entered into on the dates indicated below by and between the City of Omaha (hereinafter "City") and Organization. Organization agrees that it will be bound by the following terms and conditions in consideration of the City of Omaha allowing organization to use the designated facilities of the Omaha Public Safety Training Center (PSTC) under the City's exclusive control:

1. The City of Omaha has the right to approve or reject all applications for use of facilities and priority will be given to City affiliated groups, committees, and organizations.

2. Organization will conform to and comply with all of City of Omaha and PSTC policies, rules, standards, and regulations and comply with all applicable municipal, county, state, and federal ordinances, laws, rules and regulations in using the premises.

3. Organization shall use PSTC facilities only for the purposes identified by Organization, above. Organization agrees to return the facility to the condition it was prior to their use;

4. In consideration of the use of the use of the Facility, Organization will pay the fees detailed in Exhibit "A" attached hereto and incorporated herein. The City will accept in-kind

items in lieu of rental fees as described therein.

5. Organization shall reimburse City of Omaha for all damages to property incurred by Organization's use of said facilities.

6. Organization will provide sufficient, competent, supervision as mutually agreed upon by Organization and PSTC Facility Manager. If City of Omaha personnel are used to supervise programs of sponsoring groups, an additional charge as deemed appropriate by City of Omaha, will be paid by Organization.

7. Unless otherwise expressly approved by City of Omaha, possession or consumption of alcoholic beverages or illegal drugs in any form will not be permitted on PSTC property at any time. Any person under the influence of intoxicating alcoholic beverages or illegal drugs shall be denied opportunity to participate in any manner. In the event that the City of Omaha expressly approves an event which will serve alcohol, Organization is responsible for securing all appropriate liquor licenses.

9. Display materials used or distributed on PSTC campus must be approved by PSTC and must be removed immediately after the event.

10. Programs interfering with regular training, work, or programs considered a nuisance by City of Omaha officials shall be prohibited.

11. City of Omaha shall not be liable for failure to provide facilities or services under this Agreement in the event such failure is a result of Acts of God, inclement weather (as deemed by PSTC Facility Manager or City of Omaha employees), riots, strikes, labor difficulties, epidemics, any act or order of any public authority, or any other cause, beyond City of Omaha control. In such an event, City of Omaha will not be required to provide special notification or provide or arrange for alternative facilities for use by Organization.

12. In the event Organization breaches any terms of this Agreement, City of Omaha may immediately terminate this Agreement and Organization's right to use City of Omaha facilities without liability and penalty to City of Omaha.

13. **Release and Indemnity** - Organization hereby agrees indemnify, defend, and hold harmless the to release the City of Omaha from any and all liability for property damage or personal injury to any of its officers, employees, agents, or contractors and further agrees to indemnify the City of Omaha from all claims, causes of actions, suits and/or other demands which may be sustained by any person or property arising directly or indirectly from any action

arising out of the use of the City's facility and alleged to be due to their negligence, whether joint or otherwise, against the City of Omaha. The indemnity herein provided for shall not apply to willful or wanton acts or gross negligence by, or attributable to, the City, its officers, agents or employees.

14. Organization shall maintain general liability insurance as deemed appropriate by PSTC Facility Manager and shall provide proof of such insurance upon request.

15. **General Conditions**

(i) Nondiscrimination. Organization shall not, in the performance of this Agreement, discriminate or permit discrimination in violation of federal or state laws or local ordinances because of race, color, sex, age, political or religious opinions, affiliations or national origin.

(ii) Interest of the City. Pursuant to section 8.05 of the Home Rule Charter, no elected official or any officer or employee of the City shall have a financial interest, direct or indirect, in any City contract. Any violation of this section with the knowledge of the person or corporation contracting with the City shall render the contract voidable by the Mayor or Council.

(iii) Assignment. Neither Organization nor City may assign its rights under this Agreement without the express prior written consent of the other.

EXECUTED this _____ day of _____, 201__.

_____
Organization

By _____
_____
Its _____

EXECUTED this _____ day of _____, 201__.

CITY OF OMAHA, a Municipal Corporation

By_____
Facility Manager or designee

EXHIBIT "A"

FACILITY USE PRICING

Training Tower (with Fire)	$1200 for 8 hours	Both OFD and OPD
	$600 for 4 hours	Both OFD and OPD
Training Tower (NON-Fire)	$300 for 8 hours	Both OFD and OPD
	$200 for 4 hours	Both OFD and OPD
Draeger	$400 for 8 hours	OFD
	$300 for 4 hours	OFD
Roof Props	$400 for 8 hours	OFD
	$300 for 4 hours	OFD
	(Agency using props supplies Their own wood)	
Classroom space	$150	Both OFD and OPD
Computer Lab	$300	
Practical Applications Bay	$600 for 8 hours	Both OFD and OPD
	$400 for 4 hours	Both OFD and OPD
Gun Ranges	$150 for 8 hours	OPD
	$100 for 4 hours	OPD
Skills Pad/Driving Track	$150 for 8 hours	OPD
	$100 for 4 hours	OPD

Facility will accept "in kind" product value in lieu of hourly rental fee at discretion of the Facility Manager. If agreeable to all parties, the value of multiple uses over an agreed upon amount of time may be combined for purposes of a more valuable "in kind" product.

RESOLUTION N0. 2016-

A Resolution of the City Council of the City of Fremont, Nebraska to allow the Mayor to sign the Omaha Public Safety Training Center Use Agreement.

WHEREAS, The Fremont Police Department currently have no firing range to conduct firearms qualifications and,

WHEREAS, The State of Nebraska requires that each police department qualify all of its officers on firearms yearly, and,

WHEREAS, The City of Omaha has a police firing range that is available for use by the Fremont Police and,

WHEREAS, The use of that facility can be obtained by signing the Omaha Public Safety Training Center Use Agreement,

NOW THEREFORE BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF FREMONT, NEBRASKA: that the Mayor is hereby authorized to sign this resolution and other necessary documents to allow for the use of the Omaha Public Safety Training Center firing range by the Fremont Police.

PASSED AND APPROVED THIS _____ DAY OF _____, 2016.

_____
SCOTT GETZSCHMAN, MAYOR
ATTEST:

) CITY SEAL

_____
City Clerk

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Dave Goedeken, Director of Public Works

DATE: April 6, 2016

SUBJECT: Hanger/Terminal Project Grant, Fremont Municipal Airport

Approve Resolution

Background: Consider Resolution authorizing execution of an Agreement for the Nebraska Department of Aeronautics for transfer of Non-Primary Entitlement Funds.

The City of Fremont is entitled to $150,000.00 per year in Grant Funds for improvements to the Fremont Airport. The City is allowed to "bank" the funds for four years to accumulate sufficient moneys to use on a project. The grant money from 2013 has not yet been expended, and will expire this year. The proposed resolution will waive the City's rights to the 2013 year's funds. These funds will then be used at another airport project in the state.

The City's initial application, was for these funds being used for a Hanger/Terminal Improvement Project. After review of the proposed project with the FAA and the Nebraska Department of Aeronautics, it was determined the best route would be to hire an airport consultant to study the best course of action by the City.

The City has hired Airport Design Group to prepare a detailed study of the airport needs, and propose a plan of action to the City for consideration. ADG has prepared this study and has conducted three public information meetings to date. Final Draft approval has been made by the City Council and the final document has been submitted to the FAA and the Nebraska Department of Aeronautics for their review. Upon approval of the Study by the FAA, the City can move forward with a plan of action for Hanger/Terminal relocation.

NEBRASKA DEPARTMENT OF AERONAUTICS

Pete Ricketts
Governor

Ronnie D. Mitchell
Director

March 25, 2016

Mr. Dale Shotkoski, City Admin.
City of Fremont
400 East Military Avenue
Fremont, NE 68025-5141

Subject: Fremont Municipal Airport
Expiring Funds

Dear Mr. Shotkoski:

The City of Fremont has requested an AIP grant to construct a terminal building at their airport. A terminal area study was submitted to the FAA in February to define project eligibility and request FAA approval of the proposed site. At this time, the study is still under review and it is too late to add a grant request into the current fiscal year.

Non-primary entitlement allocated to your airport will be expiring this fiscal year. We are proposing that the City transfer the expiring funds to NDA so they can be used at a Nebraska airport.

Please discuss the transfer at your next City Council meeting. Enclosed are three copies of an Agreement for Transfer of Non-Primary Entitlements and two copies of the associated resolution. If acceptable, the yellow sheets of the resolution should be completed and signed by both the mayor and a witness. The agreements should then be signed by the mayor and certified by your attorney. Keep one copy of the resolution and one copy of the agreement and return the others to this office.

The transfer agreement must be certified by your attorney. We are able to cover your attorney's fee, up to $100, provided the attorney submits a detailed invoice.

If you have any questions, please contact me at this office.

Sincerely,
DEPARTMENT OF AERONAUTICS

Anna Lannin

Anna Lannin, P.E.
Planning and Programming Division

Enclosures

Main Office

Mailing Address
P.O. Box 82088
Lincoln, Nebraska 68501
402.471.2371
402.471.2906 fax

Office Location
3431 Aviation Road Suite 150
Lincoln, Nebraska 68524

www.aero.nebraska.gov

Navigational Aids Office

Kearney Municipal Airport
5065 Airport Road
Kearney, Nebraska 68847
308.865.5696
fax 308.865.5697

An Equal Opportunity Employer
printed with soy ink on recycled paper

AGREEMENT FOR TRANSFER OF NON-PRIMARY ENTITLEMENTS

In accordance with section 47117(c)(2) of Title 49 U.S.C. (hereinafter called the "Act).

City of Fremont
(Name of Transferor Sponsor)

Hereby waives receipt of the following amount of funds apportioned to it for each fiscal year specified under section 47114(d)(3)(a) of the Act.

	Amount	Fiscal Year
	$150,000	2013
	$	20___
	$	20___
TOTAL	$150,000	

On the condition that the Federal Aviation Administration makes the waived amount available to:

Nebraska Department of Aeronautics
(Name of Transferee Sponsor)

for eligible projects under section 47104(a) Act. This waiver shall expire on earlier of September 30, 2016 *(date)* or when the availability of apportioned funds would lapse under section 47117(b) of the Act.

FOR THE UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

_____
(Signature)

_____
(Typed Name)

_____
(Title)

_____
(Date)

FOR THE CITY OF FREMONT

_____
(Signature)

Scott Getzschman
(Typed Name)

Mayor of Fremont
(Title)

_____
(Date)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That I have examined the foregoing Agreement and find that the Sponsor has been duly authorized to make such transfer and that the execution thereof is in all respects due and proper and in accordance with the laws of the State of Nebraska and the Act.

Dated at _____ this ___ day of _____, 2016.

By:_____
(Signature of Sponsor's Attorney)

RESOLUTION NO. _____

A Resolution of the City Council of the City of Fremont, Nebraska, adopting and approving the execution of an agreement to waive receipt of the non-primary entitlement funds apportioned to the Fremont Municipal Airport in fiscal year(s) 2013, and transferring these funds to another Nebraska airport.

NOW AND THEREFORE BE IT RESOLVED: By the City Council of the City of Fremont, Nebraska, that the Mayor and City Clerk are hereby authorized to adopt and approve the execution of an Agreement with the Department of Aeronautics of the State of Nebraska for transfer of Non-Primary Entitlement Grant Funds.

1; The City of Fremont shall enter into an Agency Agreement with the Federal Aviation Administration waiving the airport's right to the specified non-primary entitlement funds and transferring those funds to the Nebraska Department of Aeronautics for use on a Nebraska airport project.

2: The Mayor of the City of Fremont is hereby authorized and directed to execute said Agreement on behalf of the Airport Authority.

3: The Agreement referred to hereinabove is attached hereto as Exhibit "O", and made a part hereof by reference.

PASSED AND APPROVED THIS ___ DAY OF _____, 2016

_____
Scott Getzschman, Mayor

ATTEST:

_____
Tyler Ficken
City Clerk

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Dave Goedeken, P.E. - Director of Public Works

DATE: April 7, 2016

SUBJECT: Supplemental Agreement No. 2 to the Program Agreement, Johnson Road Trail Project.

Recommendation: Approve Resolution

Background: The City entered into a Project Program Agreement with the Nebraska Department of Roads on April 27th, 2010 (BL-1049). The original Program Agreement set duties and responsibilities of the Nebraska Department of Roads (NDOR) and the City of Fremont (LPA). Specifically, the LPA was to assign a Responsible Charge (RC) to the project to manage the tasks of the City on the Project. The NDOR has recently changed the RC policy statewide and will be taking over the responsibilities of the RC on most existing Federal Aid Projects. Supplemental Agreement No. 2 will formally transfer the RC responsibilities for this project to the NDOR and names David Goedeken as the LPA's Project Liaison (PL).

Fiscal Impact:

Pete Ricketts
Governor

STATE OF NEBRASKA
DEPARTMENT OF ROADS
Kyle Schneweis, P.E., *Director*
1500 Highway 2 • PO Box 94759 • Lincoln NE 68509-4759
Phone (402) 471-4567 • FAX (402) 479-4325 • www.roads.nebraska.gov

Date: March 29, 2016

Dave Goedeken
City of Fremont
400 East Military Avenue
Fremont, NE 68025

RE: ENH-27(55), CN# 22427, Fremont Johnson Road Trail
Supplemental Agreement #2 to the Program Agreement
NDOR to Assume RC Responsibilities

Dear Dave:

Enclosed please find two duplicate originals of Supplemental Agreement #2 to the Program Agreement between NDOR and the City of Fremont for the above-referenced project. A signing resolution is also enclosed. Please review and obtain the required signatures from the City. Once signed, please return both copies of the agreement along with the signing resolution to my attention for final approval and processing.

If you have any questions, please do not hesitate to contact me.

Sincerely,

Deana McKinstry

Digitally signed by Deana McKinstry
DN: cn=Deana McKinstry, o, ou, email=deana.mckinstry@nebraska.gov, c=US
Date: 2016.03.29 14:32:50 -05'00'

Deana McKinstry
Project Coordinator
NDOR Local Projects Section
Phone: 402-479-3645
Email: deana.mckinstry@nebraska.gov

cc: Project File

Enclosure(s)

SUPPLEMENTAL #2 LPA PROGRAM AGREEMENT- FEDERAL-AID FUNDS INCLUDING NEW PROGRAM AGREEMENT

CITY OF FREMONT, NEBRASKA
STATE OF NEBRASKA, DEPARTMENT OF ROADS
PROJECT NO. ENH-27(55)
STATE CONTROL NO. 22427
FREMONT JOHNSON ROAD TRAIL

WHEREAS, the Parties have been developing a local public agency (LPA) Federal-aid transportation project, and

WHEREAS, the Parties previously entered into a Program Agreement (the Existing Agreement) that governs the process and requirements for the development of this federal-aid LPA project, and

WHEREAS, the Existing Program Agreement required LPA to have a Responsible Charge (RC) who is required to oversee the day to day work of the project, and

WHEREAS, the State has revised its Federal-aid LPA project process and requirements including a revision of the standard Program Agreement language for federal-aid LPA projects (the New Program Agreement), and

WHEREAS, the New Program Agreement assigns to State, on behalf of LPA, many of the tasks that were required of LPA's RC under the Existing Program Agreement, and

WHEREAS, LPA will select a Project Liaison (PL) to represent the LPA under the New Program Agreement; State will assign a Responsible Charge to carry out the duties of the State, on behalf of the LPA, under the New Program Agreement, and

WHEREAS, the Parties will begin using the New Program Agreement starting at ROW Acquisition and continuing through Final Design, Bid Letting, Award of Construction Contract and Construction including Construction Engineering phases of LPA's Federal-aid project, and

WHEREAS, the Existing Agreement will continue to apply to all completed phases of the projects, and

WHEREAS, LPA's RC is expected to continue to be responsible for tasks from all prior phases and for tasks of the present phases that occurred prior to full execution of this Agreement, and

WHEREAS, the LPA RC will act as the PL for future phases of the project, and

WHEREAS, the LPA is working on or has completed Preliminary Engineering, and NEPA Phases of the project, and

WHEREAS, LPA will continue working under the Existing Agreement up to the date of full execution of this supplemental agreement, and

WHEREAS, pursuant to this Supplemental Agreement, the New Program Agreement will apply to all future phases of this project, and will apply upon full execution of this supplemental agreement, and

NOW THEREFORE, in consideration of these facts and the mutual promises, the LPA and State agree as follows:

The Program Agreement signed by State on April 27th, 2010, and any prior Supplemental Agreements, shall govern the rights and responsibilities of the Parties for all completed phases of the development of this project, and for all tasks completed by LPA prior to the full execution of this Supplemental Agreement within the following phases: Preliminary Engineering, Environmental Documentation, ROW, Final Design, Bid Letting and Award of Construction Contract.

The New Program Agreement, and any applicable Supplemental Agreements, shall govern the rights and responsibilities of the Parties beginning upon the full execution of this agreement for all future phases and for tasks to be completed within the present phases of this project including, but not limited to, Preliminary Engineering, Environmental Documentation, ROW, Final Design, Bid Letting and Award of Construction Contract.

Further, the funding obligations of the parties is superseded by the language set out in the following sections, including but not limited to SECTION 14 FINANCIAL RESPONSIBILITY; any previous agreement between the Parties concerning funding for the project is null and void.

The Parties intend that the Existing Program Agreement and the New Program Agreement should be interpreted in harmony to the maximum extent possible, and should be read in a manner that will make the project eligible for Federal-aid funding. For any conflict in the language of the two Agreements that cannot be harmonized concerning upcoming phases or stages of the project, the New Program Agreement language shall govern, so long as the context does not otherwise require.

The following is the New Program Agreement to which the parties agree will be applicable as set out above:

NEW PROGRAM AGREEMENT- FEDERAL-AID FUNDS

THIS AGREEMENT is between the City of Fremont, Nebraska, a local public agency ("LPA"), and the State of Nebraska, Department of Roads ("State"), collectively referred to as the "Parties".

WITNESSETH:

WHEREAS, Federal-aid funds are available for transportation projects on eligible routes within the jurisdiction of Local Public Agencies under Title 23 of the United States Code and 23 Code of Federal Regulations, and

WHEREAS, federal law requires that the State act as a liaison for all Federal-aid local transportation projects, and

WHEREAS, LPA has a proposed project on an eligible route that LPA would like to seek Federal-aid funds to reimburse LPA for a percentage of the eligible and participating costs of the project, and

WHEREAS, LPA desires that this project, the location of which is shown on attached **Exhibit "A"**, be developed and constructed under the designation of Project No. ENH-27(55), as evidenced by the Resolution of the LPA dated the _____ day of

_____, 2016, attached as **Exhibit "B"** and made a part of this agreement, and

WHEREAS, the project is described generally as follows:

Design and construction of a 10-foot wide concrete trail project located on the east edge of the City of Fremont, beginning at Johnson Road where the existing Military Trail approaches the school and extends 1.15 miles north along Johnson Road/Diers Parkway to 20th Street. This project will connect the existing Military Avenue Trail with the Rawhide Connector Trail (currently in design) on 19th & 20th Streets, and

WHEREAS, the Federal share payable on any portion of a local Federal-aid project will be a maximum of 80 percent of the eligible and participating costs; the LPA's share will be the remaining 20 percent of the eligible and participating costs; and LPA will also be responsible for all other nonparticipating or ineligible costs of the project, and

WHEREAS, regulations for implementing the provisions of the above mentioned act provide that the Federal share of the cost of those projects will be paid only to the State, and

WHEREAS, the regulations further allow and State requires that LPA use its own funds to match Federal Funds for the costs of local transportation projects, and

WHEREAS, State is willing to assist LPA in seeking Federal approval of the proposed project and use of Federal Funds to reimburse LPA for a percentage of the development and construction of the proposed improvement, with the understanding that LPA's project is not a State project and that no State Funds are to be expended on this project, and

WHEREAS, the LPA wishes and the State intends to act as the Responsible Charge (RC) for the project on the LPA's behalf, and

WHEREAS, State is willing to act as RC so long as the State is reimbursed for its costs and the parties understand that the project will be LPA's project and LPA will have ultimate responsibility for the development and construction of the project, and

WHEREAS, LPA understands that time is of the essence in the development of this project and LPA is willing to allow State to manage the schedule of the project and LPA commits to taking prompt action when requested by State so that this project will stay on schedule, and

WHEREAS, LPA understands that the State, on behalf of LPA, will advertise the project for bids, conduct a letting, make award recommendations to LPA and prepare a construction contract for LPA's execution and use, and

WHEREAS, the State will be responsible for paying directly the project construction contractor, preliminary and construction engineering providers, and any consultant related to Right-of-Way appraisal, appraisal review, negotiation and relocation assistance.

WHEREAS, it is understood that the State will act in two capacities for this project; (1) State will act as a liaison with Federal Highway Administration (FHWA) concerning issues about the eligibility of the project for Federal-aid funding; and (2) State will coordinate with the LPA to address any Federal-aid issues that have been identified with the project , and

WHEREAS, Federal Regulations provide that the LPA shall <u>not</u> profit or otherwise gain from local property assessments that exceed the LPA's share of project costs, and

WHEREAS, the funding for the project under this Agreement includes monies from the FHWA, therefore, if a non-federal entity expends $750,000 or more in total federal awards in a

fiscal year then the audit requirements of 2 CFR, Subtitle A, Chapter 2, Part 200, Subpart F, must be addressed as explained further in this Agreement, and

WHEREAS, the estimate of the cost of the project is $523,902.00, but such costs may increase or decrease due to variations between the estimated and actual project costs, and

WHEREAS, LPA's share of the total project costs is estimated to be $104,780.00. LPA has earmarked and has placed in its fiscal budget at least the amount of the local match indicated above. LPA's share of the project costs may increase or decrease due to variations between the estimated and actual project costs, and

SECTION 1. DEFINITIONS

For purposes of this agreement, the following definitions will apply:

"AASHTO" means American Association of State Highway and Transportation Officials.

"ADA" means the Americans with Disabilities Act.

"ASTM" means the American Society for Testing and Materials.

"CFDA" means Catalog of Federal Domestic Assistance.

"CFR" means the Code of Federal Regulations.

"DOT" means the United States Department of Transportation, Washington, D.C. 20590, acting through its authorized representatives.

"FHWA" means the Federal Highway Administration, United States Department of Transportation, Washington, D.C. 20590, acting through its authorized representatives.

"LPA" means the Local Public Agency that is sponsoring a Federal-aid transportation project.

"LPS" means the Local Projects Section at Nebraska Department of Roads, in Lincoln, Nebraska.

"NEB. REV. STAT" means the Nebraska Revised Statutes, which is the official compilation of Nebraska law.

"OMB" means the Federal Office of Management and Budget.

"RESPONSIBLE CHARGE" or "RC" means the State representative(s) assigned to oversee the development of the project. The RC will ordinarily be the State's Project Coordinator from the Local Projects Section of the Material and Research Division of the Nebraska Department of Roads.

"PROJECT MANAGER" means the employee or designee of the State who will manage the construction of the project on behalf of the LPA.

"STATE" means the Nebraska Department of Roads in Lincoln, Nebraska, its Director, or authorized representative. The State is a funding liaison between LPA and the United States Department of Transportation for LPA federally funded transportation projects.

"STATE CERTIFIED CONSULTANT" means a Consultant that has met the certification requirements of the Nebraska Department of Roads to provide professional services in certain work categories for federal and state funded work in Nebraska.

"PROJECT LIAISON" or "PL" means the officially designated employee of LPA who has been properly authorized to serve as LPA's representative and to be a liaison between LPA and the State and Federal government for LPA's Federal-aid transportation project.

SECTION 2. DURATION OF THE AGREEMENT (2-25-14)

2.1 ***When Effective*** --This Agreement is effective immediately on the date it is fully executed by the Parties.

2.2 ***Renewal, Extension or Amendment*** --This Agreement may be renewed, extended or amended by mutual agreement or as otherwise provided herein.

2.3 ***Identifying Date*** – For convenience, this Agreement's identifying date will be the date the State signed the agreement.

2.4 ***Duration***– The Agreement will expire upon completion of the LPA's Federal-aid project and final financial settlement, except that any terms of this Agreement that contemplate long term activities of the LPA such as environmental, maintenance, and operational commitments, will remain in effect as long as required by law, NEPA document, permit or agreement.

2.5 ***Termination*** -- Further, State reserves the right to terminate the Agreement as provided herein. If the LPA determines that for any reason it will not continue with the development of this project as a Federal-aid project, the LPA shall notify the State and negotiate any necessary project termination conditions consistent with this Agreement.

SECTION 3. PURPOSE OF AGREEMENT

The LPA wishes to obtain Federal-aid funding for a Federal-aid transportation project on a street, highway, road, trail or other transportation related facility under LPA's jurisdiction. The Federal Highway Administration (FHWA) will not provide funding directly to LPA for this project, but will provide Federal funding for eligible and participating project costs through the State. The State, pursuant to Neb. Rev. Stat. § 39-1305, will act under this agreement as a steward of Federal Funds and as a liaison between LPA and FHWA. Further, State will act as the RC on behalf of LPA. The purpose of this agreement is to set forth the understanding of the LPA and the State concerning their respective duties to enable the project to be eligible for federal-aid funding. The LPA agrees that it is ultimately responsible for complying with all Federal and State requirements and policies applicable to Federal-aid highway projects. This includes, but is not limited to, meeting all post-construction commitments, including but not limited to any maintenance and environmental document commitments. The LPA understands that failure of LPA or State to meet any eligibility requirements for Federal funding may result in the loss of all Federal funding for the project. In the event that FHWA finds that the project is ineligible for Federal funding, the LPA will repay the State all previously paid Federal Funds, as determined by the State, and any costs or expenses the State has incurred for the project, including but not limited to, any costs reimbursed for the time and expenses of the RC. LPA further agrees that LPA shall have no claim or right of action against the State under this agreement if FHWA determines that the project is not eligible, in whole or in part, for federal-aid funding except in the event that an error or omission of State proximately caused the project to be declared ineligible for federal funding in whole or in part, LPA's sole remedy against State is that LPA shall not be required to repay State for State's costs attributable to the part of the project in which the error or omission occurred. The following sections of this agreement include the program requirements and other conditions State believes in good faith that LPA must meet for this project to be eligible for federal funding.

LPA acknowledges that many conditions must be met for the transportation project contemplated by this agreement to be constructed and for project costs to be reimbursed with federal-aid funds. Those conditions include, but are not limited to, the unknown availability of federal-aid funds, the timely and satisfactory completion of all federal-aid funding requirements, and the State's perceived priority of this project with other projects competing for limited federal-aid funds. Therefore, LPA agrees to assist in the development of this project in an effort to meet all federal and state eligibility requirements so the project may be determined eligible for federal-aid funding.

The parties further understand that the project plans and specifications shall be sealed, signed and dated by a professional licensed engineer in the State of Nebraska, and that estimates will be prepared and the construction will be observed by a professional engineer licensed in the State of Nebraska or a person under direct supervision of a professional engineer licensed in the State of Nebraska as required by Neb. Rev. Stat. § 81-3445.

SECTION 4. FEDERAL AID PROJECT REQUIREMENTS

For any work to be completed by LPA on this project, LPA agrees to comply with all Federal-aid project procedures and requirements applicable to this project, including federal laws, and when applicable, state and local laws, and the LPA Guidelines Manual for Federal-aid Projects.

4.1 The Applicable Legal and Contract Requirements.

a. **Title 23 U.S.C., 23 CFR, and 49 CFR** - Title 23, Chapter I, of the United States Code contains most of the federal laws governing this Federal-aid transportation project. Title 23 of the Code of Federal Regulations is a codification of the rules and regulations including provisions governing Federal-aid highway projects administered by the Federal Highway Administration, Department of Transportation. Title 49 of the Code of Federal Regulations, Parts 1-99, also includes regulations applicable to LPA's Federal-aid highway project. The Federal-aid highway program provisions of 49 CFR are found primarily in Parts 18, 19, 24, 26-29, 32, 37 and 38.

b. **LPA Guidelines Manual** - LPA also agrees to strictly comply with the provisions of the LPA Guidelines Manual for Federal Aid Projects (The Manual), which is incorporated herein by this reference. The Manual is a document drafted in part, and formally approved, by the FHWA as a document setting out requirements for LPA projects funded with Federal-aid funds. A current version of The Manual can be found in its entirety at the following internet address: http://www.transportation.nebraska.gov/gov-aff/lpa-guide-man.html. In the event the LPA believes that The Manual does not clearly address a particular aspect of the project work, the LPA shall seek guidance or clarification from the State's Local Project Division Section Engineer or Project Coordinator, and shall make its best effort to comply with such guidelines or clarification.

4.2 Federal Oversight. If the project has been designated as full federal oversight, then additional federal oversight and approvals will be required. It is the responsibility of the LPA to understand the additional requirements and ensure that the State and FHWA are provided timely notice for additional oversight and approvals.

SECTION 5 – GENERAL PROJECT DUTIES

5.1 State's Responsibilities.

This Project is LPA's project and LPA understands that State will be acting as LPA's representative in the development and construction of the project. The State will act as Responsible Charge (RC), on behalf of LPA, for this project. The State will also act as Project Manager and Project Inspector to oversee the construction of the project. Except for the duties expressly delegated to LPA herein, the State shall be responsible for completing or overseeing all stages of the development of the Federal-aid project **on LPA's behalf** including planning, environmental, design, right-of-way, utilities, railroad, construction and construction engineering.

5.2 LPA's Responsibilities.

LPA will be responsible for confirming that the State's work on its behalf conforms to LPA's intentions and will keep the project eligible for federal-aid funds. LPA shall make its best efforts to provide approvals, sign documents, and to promptly do all things necessary to help State or the project consultant(s) with the development and construction of LPA's project. LPA's Project Liaison shall be responsible for safeguarding the interests of LPA in the project, for giving approvals as needed, and for obtaining formal LPA approval and authority when deemed necessary by the LPA. LPA shall also, when applicable, provide construction inspection services related to any LPA owned utility facility rehabilitation work included within the project construction contract.

SECTION 6 – LPA'S PROJECT LIAISON

LPA shall formally appoint an LPA employee, and provide the State with that employee's name, mailing address, email address and phone number, and shall authorize that employee to act as LPA's Project Liaison (hereinafter known as "LPA's Project Liaison" or "LPA's PL" or "PL"), to take all actions necessary for the project on behalf of LPA and to serve as a liaison between the State and LPA. LPA's PL shall be certified by a process developed by State to act as a PL for the project.

SECTION 7 – PROGRAMMING DOCUMENT

LPA has submitted to State the official project programming document, the DR Form 530 that specified the scope of the project and the estimated cost of the project. The State's Project Scheduling Division has approved the DR530. **LPA shall formally approve the signing of this Program Agreement.**

SECTION 8 – PROCUREMENT OF PROFESSIONAL SERVICES

LPA hereby authorizes the State to retain the Professional Services providers deemed necessary by the State for the development and construction of LPA's project. The typical Professional Services Providers used for a project of this type include but are not limited to project design and construction engineering; NEPA and other Environmental Specialists; Right-of-Way Appraisal, appraisal review, negotiation and relocation assistance; and construction engineering. LPA authorizes the State to use State's qualification based selection process or a State "On-Call" Consultant for the selection of Engineering or Environmental Consultants, and to select a service provider from the State's list of Right-of-Way Service Providers. State is further authorized by LPA to select any other service providers deemed necessary by State for LPA's

project using State processes for such selections. The State shall make the final decision as to which service provider(s) will be selected for LPA's project. The Consultant Agreement will specify that State will manage and administer the Agreement and enforce the terms and the progress of the work under the Agreement on behalf of LPA. Although, the Consultant Agreement will be three party agreement, the parties understand that the state will be solely responsible for the day-to-day scheduling and oversight of the progress of the work under the contract. **LPA agrees to promptly sign any service provider Agreements prepared by the State with the selected Consultant.** Further, LPA hereby authorizes State to issue a Notice-to-Proceed to the selected service provider as soon as State determines it is necessary, even if such date is prior to obtaining LPA's execution of the Agreement, unless LPA notifies the State in writing that the Agreement must be executed before work may begin.

SECTION 9 – PLAN DEVELOPMENT AND PROJECT ENVIRONMENTAL WORK

9.1 General

The plans, specifications and estimates for the construction of LPA's project are expected to be developed by a design consultant, but if State elects to not use a design consultant, State employees will design the project on LPA's behalf. LPA shall authorize its Project Liaison (PL) to carefully follow the development of the project plans so that PL will have a thorough understanding of the planned improvement and will ensure that the project design is acceptable to LPA. LPA shall immediately notify State when it has concerns or questions about the development of the plans. It is expressly understood that LPA is responsible for the completed design of this project as if LPA had designed the project itself.

9.2 Plan-in-Hand (PIH)

The State and the Design Consultant shall prepare for and hold a PIH meeting at the project site, and shall create a PIH report from the PIH meeting. LPA's Project Liaison shall attend the project PIH meeting and Project Liaison shall notify LPA's governing body of the conclusions of the PIH report. **LPA shall formally review and approve the project PIH plans and report.** State will continue with the development of the project based on the PIH report and plans unless LPA promptly notifies State that LPA's governing body objects to the plans or conclusion(s) of the report.

9.3 Project Environmental Work

The LPA hereby authorizes State to act as the agent for the LPA concerning all environmental issues on this project. LPA authorizes the State to select an Environmental Consultant to complete the development and writing of the environmental documents and permit applications. State will oversee and manage the development of the environmental documents and permit applications, as well as the schedule for the environmental work. **The LPA's PL shall promptly review and approve the project NEPA documents and the environmental commitments that will be associated with this project; LPA's PL shall communicate those commitments to LPA's governing body.** LPA shall notify State immediately after review of such documents if LPA decides not to proceed with the project because of the environmental costs and commitments for the project. LPA will sign NEPA documents and permit applications and be responsible for meeting all environmental commitments as the owner of the

transportation facility. ***MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) PROGRAM.*** If LPA's project is within an area that is subject to the federal Storm Water Phase II Regulatory Requirements of 40 CFR 122.34 (b), then project consultant will design, construct and maintain, as a part of this project, water quality facilities as required by LPA's National Pollutant Discharge Elimination system (NPDES) permitted Municipal Separate Storm Sewer System (MS4) program. If the LPA does not have an active construction storm water management and post construction storm water management program, the project consultant shall follow the State (NDOR) MS4 program.

9.4 90% Plans Stage

LPA shall review and give its formal approval to the construction plans at the "90% Plans" stage, including, when applicable, the right-of-way plans and the right-of-way cost estimates completed by the State or the project design consultant. After LPA's approval of the 90% plans, LPA shall also review and approve the utility rehabilitation plans developed from the 90% plans.

9.5 Coordinating Professional

As required by Neb. Rev. Stat. § 81-3437, if LPA's project involves more than one licensed professional engineer or architect, the State shall designate a Coordinating Professional for this project. The Coordinating Professional shall apply his or her seal and signature and the date to the cover sheet of all documents and denote the seal as that of the Coordinating Professional. The Coordinating Professional shall verify that all design disciplines involved in the project are working in coordination with one another, and that any changes made to the design are approved by the corresponding discipline. "Coordinating Professional" shall have the meaning set out in §81-3408 of the Nebraska Engineers and Architects Regulation Act (Neb. Rev. Stat. § 81-3401 et. seq.) The Coordinating Professional shall also comply with the provisions of the Act, including Neb. Rev. Stat. § 81-3437(3)(g), and the implementing Rules and Regulations, Title 110, NAC section 6.3, and when applicable, shall complete the duties of design coordination set out in Neb. Rev. Stat. § 81-3421.

9.6 Professional Performance

It is understood by the Parties that the LPA is solely responsible for the professional performance and ability of the LPA and the project consultant(s) in the planning, design, construction, operation and maintenance of this project. Any review or examination by the State, or acceptance or use of the work product of the LPA or the project consultant(s) will not be considered to be a full and comprehensive review or examination and will not be considered an approval, for funding or for any other purpose, of the work product of the LPA and the project consultant which would relieve the LPA from any expense or liability that would be connected with the LPA's sole responsibility for the propriety and integrity of the professional work to be accomplished by the LPA for the project.

9.7 Public Involvement

Early in the planning of the project, the State's Public Involvement Coordinator will evaluate the project and decide what process is required for Public Involvement. State

will coordinate all required public notice and public involvement Statewide Transportation Improvement Plan (STIP) questions. State and the project design consultant will facilitate all public involvement activities with assistance, when necessary, from the LPA. The LPA shall assist with the public involvement process and will be represented at public involvement activities that require attendance of LPA's representatives(s). The State's Public Involvement Coordinator will continue to oversee all project Public Involvement processes.

SECTION 10 – RIGHT-OF-WAY (ROW)

10.1 Governing Documents

The Federal law governing acquisition of additional property rights and relocation assistance on federally assisted projects is found in 23 CFR Part 710, and Public Law 91-646, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended, commonly called the Uniform Act (49 CFR Part 24). The Local Public Agency (LPA) shall comply with 23 CFR part 710, the Uniform Act, the State's "Right-of-Way Acquisition Guide for Local Public Agencies" and the State's "Right-of-Way Manual".

The Uniform Act applies whenever Federal dollars are used in any phase of a project, such as planning, engineering, environmental studies, or construction. **The Uniform Act must be followed even if there is NO Federal funding in the Right-of-Way phase.** The State's Relocation Assistance Act, Neb. Rev. Stat. §§ 76-214 to 76-1238 applies on all projects.

10.2 LPA Authorization for State to Act on LPA's Behalf

This Section applies when the State determines that property rights need to be acquired for the construction of LPA's project. When additional property rights are needed for the project, the State shall complete or provide oversight of the Right-of-Way activities, which are defined as appraisal, appraisal review process, acquisition process and, when necessary, relocation assistance. LPA hereby authorizes State to complete the ROW activities for the project on LPA's behalf, and authorizes State to complete the ROW activities for the project using State selected Right-of-Way service providers.

10.3 Right-of-Way Cost Estimate

The State will complete an estimate of the costs of acquiring the additional property rights. The State shall notify LPA of the aggregate estimated right-of-way costs. The parties understand that the estimate is preliminary and used primarily for planning and establishing the Federal ROW obligation. LPA shall review the right-of-way cost estimate and notify State immediately if LPA decides to not proceed with the project because of these costs. Withdrawing the project by LPA will require LPA to repay (1) all Federal-aid funds used for the project to date and (2) all costs incurred by State arising out of State's work under this agreement.

10.4 Condemnations

LPA authorizes State to acquire the necessary ROW by voluntary conveyance from property owners; however, LPA understands and agrees that sometimes properties must be acquired by condemnation action. The State cannot complete condemnation actions for LPA's project. Therefore, the LPA shall be solely responsible for filing and handling

condemnation actions to acquire the ROW from property owners when State, in its sole discretion, determines a condemnation action is necessary. LPA understands that it must file condemnation actions, hold hearings, and cause the amounts of the condemnation awards to be paid into County Court before State will advertise LPA's project for bid letting. If LPA does not promptly complete the condemnation of the properties needed for the project, the project will not be constructed. In the event the project will not be constructed for this reason, LPA will be subject to (1) the loss of federal-aid funds for the entire project, and (2) repayment to State in full of all Federal-aid funds used on the project and all costs incurred by State arising out of State work under this agreement.

10.5 Encroachments

Federal law requires that the right-of-way for a Federal-aid project must be dedicated exclusively to the transportation use for which the project is to be constructed. The State will not advertise for, or hold, a bid letting for LPA's project until the existing ROW has been cleared of all encroachments. The LPA, at no cost to the project, shall clear the entire existing ROW of this project of any private or non-LPA uses or occupancy of the area above, below, or on the existing ROW. LPA agrees to take all necessary actions, including but not limited to (1) bringing appropriate legal proceedings to remove encroachments if the owner has no right to occupy the public ROW, (2) to acquire and pay for the removal of encroachments when the owner's right to occupy public ROW is clear, or (3) to litigate or otherwise resolve all disputed claims to State's satisfaction at LPA's sole cost. LPA understands that after the project is completed, LPA shall keep the project ROW free of future public or private encroachments or uses. LPA shall communicate regularly with State about the status of LPA's efforts to remove all encroachments identified on the project.

10.6 Land Corners

The LPA shall fully cooperate with State and the project Consultants to locate and reference or have located and referenced all section corners, quarter section corners and subdivision lot corners that may be affected by the construction of the proposed project in accordance with Section 39-1708 et. seq., R.R.S. 1943 as amended.

10.7 Special Assessments

Prior to initiating a special assessment on a Federal-aid project, the LPA shall notify the State of LPA's proposed assessment. A special assessment levied as part of this Federal-aid project shall be conducted as described in this section.

The LPA is required to provide to State documentation for each of the four points noted below. LPA is also required to follow all the terms of the Uniform Act in the acquisition of right-of-way for this Federal-aid project.

"When federal funds participate in a project, an LPA may not levy a *special assessment*, solely against those property owners from whom acquisitions are made for the public improvement, for the primary purpose of recovering the compensation paid for the real property. This recapture of compensation would constitute a form of forced donation, which is coercive and thus not permitted under the Uniform Act. However, an LPA may levy an assessment to recapture funds expended for a public improvement, provided the assessment is levied against all properties in the taxation area or in the district being improved and provided it is consistent with applicable local ordinances."

The LPA needs to confirm there is no Uniform Act violation by documenting the following:

- The affected property owners will be provided just compensation for their property as required by the Federal and State Constitutions and reiterated in the Uniform Act.
- The acquisition costs will be paid by the LPA and property owners made aware they will not be assessed the cost to acquire their property needed for the project.
- The purpose of the special assessment is not to recover the acquisition costs.
- The assessment will not be arbitrarily imposed on selected property owners in the special improvement district in response to their demand for just compensation or that the assessment will be implemented in a way that differs from the way other like assessments have been imposed under similar circumstances.

The project files must contain documentation affirming the above bulleted items.

10.8 Reimbursement of LPA's Right-of-Way

LPA is not expected to incur any reimbursable ROW costs for this project. However eligible ROW expenses include appraisal fees, title research fees, ROW Consultant fees, tract acquisition costs, reasonable relocation assistance costs, condemnation awards and Board of Appraisers fees. Additional expenses for condemnation proceeding or District Court Trial may be reimbursed to the LPA on a case-by-case basis.

All required documentation of Chapter 7 of the State's Right-of-Way Manual must be submitted to and approved by the State Right of Way Division in order for the LPA's ROW expenses to be reimbursed. All requests for ROW reimbursement should be submitted to State on ROW Form AP-23, along with supporting documents. One form needs to be completed for each property tract on the project.

10.9 Confidentiality of certain Right-of-Way

LPA understands that the State will manage the right-of-way design, appraisal and acquisition phase of this project. LPA understands that State will keep each individual property acquisition confidential until the State has completed the acquisition or turned the file over to LPA for condemnation. LPA will safeguard all right-of-way acquisition information consistent with State's practice.

SECTION 11 – RAILROAD PROPERTY ON LPA'S PROJECT

The Section applies when State determines that LPA's project includes work to be completed on property owned by a Railroad Company or Railroad Companies. For grade separation projects, LPA and State shall enter into a separate funding and crossing closure agreement with Railroad specifying the funding commitments for the project. **The State, with assistance from LPA, shall when required by Railroad, develop a Construction Agreement for LPA to formally approve and sign with each applicable Railroad Company.** The State shall assist LPA, when required by railroad, in acquiring the property rights using documents developed or approved by the State for each applicable Railroad Company. LPA shall promptly meet any requirements of State or Railroad deemed necessary by State to construct the project or to be allowed to occupy railroad property.

SECTION 12 – UTILITY REHABILITATION WORK

12.1 Overview

This Section applies when State determines that LPA's project includes utility facilities that serve the public interest, owned by LPA or by another entity, which may be affected by the Construction of LPA's project. LPA shall assist State in determining what, if any, public or private utility facilities that serve a public interest are located along, over, under or across the project route. Utility facilities installed, relocated or rehabilitated within the Right-of-Way for this project must be completed in accordance with the provisions of Federal-aid Highway Policy Guide, 23 C.F.R § 645A, "Utility Relocations, Adjustments and Reimbursement", and Federal-Aid Policy Guide, 23 CFR §645B, "Accommodation of Utilities" issued by the U.S. Department of Transportation, Federal Highway Administration, and the State's "Policy for Accommodating Utilities on State Highway Right-of-Way." Further, LPA utility work shall be performed in conformance with the Buy America provisions found at 23 U.S.C § 313 and applicable regulations in 23 C.F.R § 635.410. LPA's project utility work shall also follow the current "Policy for Accommodating Utilities on State Highway Right-of-Way" and the LPA manual.

12.2 Eligible Costs

All eligible non-betterment municipally owned and operated utility rehabilitation costs within the corporate limits of the LPA will become a project cost. Outside the corporate limits, the non-betterment portion of utility rehabilitation costs will become a project cost for facilities occupying private property. Further, there will be no Federal reimbursement for utility facilities if they are located on existing public Right-of-Way, unless a right to future reimbursement was retained in a prior project; however, non-betterment costs of privately owned and operated utilities that serve a public interest will be reimbursed if they exist on private property and it becomes necessary to rehabilitate the utilities due to this project. All such reimbursements will be based on items and actual costs submitted by the utility and approved by the LPA and the State up to the amount of federal funding obligation obtained by the State.

12.3 LPA Owned Utilities

12.3.1 Waterlines and Sanitary Sewer Lines – Along and under the project route

The transportation project design consultant will be responsible for designing the location within the new project of any waterlines or sewer lines that are located along and under the transportation project route. LPA shall cooperate with and provide the

design consultant with the non-location design items, such as type, size and needed accessories, for any lines of these types.

12.3.2 All other Utility Facilities – Along or crossing the project

The eligible non-betterment costs of the necessary rehabilitation of all other LPA owned utility facilities shall be a project cost. No LPA owned utility rehabilitation work shall be performed by LPA prior to State obtaining Federal authorization and receipt of a Notice to Proceed; any work performed by LPA prior to receipt of Notice to Proceed will not be eligible for Federal-aid. **LPA shall develop the rehabilitation plan for the other LPA owned facilities affected by the project and submit the plan to State for review and approval.** The State may either (1) allow LPA to separately construct the other LPA owned utility rehabilitation plan, or (2) incorporate the other LPA owned utility rehabilitation plan into the plans for the transportation project to be constructed by the project construction contractor. When LPA separately constructs the other LPA owned utility rehabilitation, LPA shall submit to State its final invoice for the utility rehabilitation for State's review and reimbursement of actual eligible costs.

12.4 Non-LPA Owned Utilities

The State, with assistance from LPA, shall develop a Utility Rehabilitation Agreement for LPA to approve and sign with each non-LPA owned Utility Company that has utility facilities that may be affected by the project construction. **LPA shall formally approve and sign all Utility Rehabilitation Agreements with non-LPA owned utilities.** The agreements will require the owner of the utility facilities to develop a plan and schedule the completion of a project for the necessary rehabilitation of each facility caused by the project. The State will reimburse the eligible non-betterment rehabilitation costs incurred by the non-LPA owned utility. LPA shall take all actions State deems necessary to comply with any utility rehabilitation agreement(s) on this project, including enforcing the utility rehabilitation work schedule to avoid to the maximum extent possible any conflict with the project construction contractor's schedule.

12.5 State Highway Right-of-Way

Any project utility work to be completed within a State Highway ROW will require LPA to obtain approval and a form of a letter of authorization or a permit from the State. The State shall assist LPA with contacting the State's local District Engineer or Permits Officer to determine if a permit or permits are needed for the project and to make application for any needed permits to the District Engineer.

SECTION 13. FINAL PLANS, BID LETTING AND CONSTRUCTION

13.1 General

The construction of the project will be completed by a Contractor selected through the State's competitive bid process. LPA authorizes State to provide the construction project management and Inspection services on LPA's behalf. LPA shall authorize its PL to carefully follow the construction of the project so that PL will thoroughly understand the progress of the work to ensure that the construction will be acceptable to LPA. LPA shall immediately notify State when it has concerns or questions about the construction of the project. The parties understand that LPA is responsible for the conformance of

the work of the construction contractor to the plans and specifications as if LPA had overseen the construction itself.

13.2 Plans, Specifications and Estimates (PS&E)

The State or the project design consultant will complete plans, specifications and estimates (the PS&E Package) for LPA's project. State shall simultaneously submit the PS&E Package to: (1) LPA for review and approval, and (2) State's Contract Lettings Section within the Construction Division, for final preparation of the PS&E Package for a bid letting. When the PS&E Package is finalized by State, and formal approval received from LPA, the State will advertise the project for a bid letting. **LPA will be requested to ratify any revisions made by the State in the final PS&E package when LPA approves the award of contract to the lowest responsible bidder on the project.** LPA agrees to not unreasonably withhold its ratification of PS&E package.

13.3 Bid Letting and Award of Construction Contract

The State, on behalf of the LPA, will provide the State's standard notice to bidders and will conduct a bid letting for LPA's Federal-aid project following the State's bid letting and award procedures. The State will recommend, for LPA's review and approval, its determination of the apparent low bidder for the project, except when the State rejects all bids. **LPA shall promptly review and formally approve the State's recommendation as to the lowest responsible bidder for LPA's project,** unless LPA has a compelling reason to withhold its approval. In the event that LPA withholds its approval, LPA shall provide State with its explanation of the reason for withholding approval and will make its best efforts to promptly resolve the dispute with State. If the parties are not able to promptly resolve the dispute, State shall reject all bids and at State's sole discretion, State may either re-let the project or terminate this Agreement. The LPA must provide a resolution concurring with the selection of the low bidder before the State will issue the construction contract for signing. LPA shall sign the construction contract with the selected contractor and will issue all applicable purchasing agent appointments and tax exempt certificates for this project.

13.4 Construction Oversight

LPA hereby authorizes the State to oversee the construction of LPA's project, including providing project management and inspection as necessary under the Construction Contract. LPA's PL shall be available to be present at the project site at all reasonable times during the construction of the project to act as a liaison and to represent the interests of LPA in the construction of the project.

13.5 Change Orders

The State will prepare any change orders to the project deemed necessary by the State. LPA hereby authorizes State to approve on its behalf, change orders deemed by State to be necessary for the construction of the project. **State reserves the right to seek formal approval from LPA for any change order.** When State seeks LPA's approval, the LPA shall make its best efforts to promptly respond so that contractors work will not be delayed. State shall provide copies of all change orders to LPA's PL. LPA shall hold State harmless, indemnify and defend the State against damages suffered by the State related to delay in approval of the change orders for the project.

13.6 Tentative and Final Acceptance

LPA hereby authorizes State to determine when the project is ready for tentative acceptance under the terms of the construction contract. At that time, the PL shall meet with the State's Project Manager and shall review the work of the project to confirm that the project has been constructed according to the contract. Unless the PL promptly objects in writing, LPA authorizes State to notify contractor in writing that the project has been tentatively accepted.

The State will notify the LPA's PL when the project is ready for final acceptance. LPA shall promptly review and act on the State's recommendation that the project is ready for final acceptance. **LPA shall formally approve the State's recommendation or provide a written explanation of why LPA cannot approve the State's recommended finding that the project is ready for final acceptance.** LPA shall make its best efforts to resolve any dispute it has with the State concerning final acceptance of the project.

13.7 Final Audit

LPA shall cooperate fully with State and shall provide any relevant information necessary to complete the final audit of the project. LPA shall take any actions necessary to resolve any issues involved with the audit of the project.

13.8 Maintenance and Environmental Commitments

LPA accepts sole responsibility for maintenance of the project after tentative acceptance of the project. LPA shall provide all future maintenance of the project consistent with the requirements for a Federal-aid project. LPA also accepts responsibility for meeting all project environmental and other commitments and responsibilities required by contract, permit, and environmental document or by federal or state law. The LPA will release and hold harmless the State and FHWA from any suits brought against the State arising out of the LPA's operation and maintenance of or related to the project.

13.9 Miscellaneous

LPA shall make its best efforts to provide approvals, sign documents, and do all things necessary to help State with the development and construction of LPA's project.

SECTION 14. FINANCIAL RESPONSIBILITY

14.1 General

LPA intends that its project be developed so that the project costs will be eligible for partial reimbursement with Federal-aid funds. The parties understand that no State funds will be used to finance the costs of LPA's project. The LPA understands that payment for the costs of this project, whether they be services, engineering, ROW, utilities, material or otherwise, are the sole responsibility of the LPA when Federal participation is not allowable or available or if the project is subsequently determined to be ineligible for Federal-aid funding. Therefore, if the Federal government declines to participate in the project or any portion of the project, the LPA is responsible for full project payment with no cost or expense to the State in the project or in the ineligible portion of the project. Should the project be abandoned before completion by the LPA, the LPA shall pay or repay the State for all costs incurred by the State or reimbursed with Federal-aid funds prior to such abandonment.

14.2 Total Project Costs and Funding Commitments

The total cost of the project is currently estimated to be **$523,902.00** which is detailed in the table below:

ESTIMATED PROJECT FUNDING *(Attach supporting documentation for estimates)*						
	FFY of TIP/STIP	**Federal**	**Local Match**	**Nonparticipating**	**Other**	**Total**
PE Phase						
PE		$51,727.00	$12,932.00			$64,659.00
NEPA						
Final Design						
RC		$4,000.00	$1,000.00			$5,000.00
NDOR		$14,880.00	$3,720.00			$18,600.00
PE Subtotal		**$70,607.00**	**$72,809.00**			**$88,259.00**
ROW		**$16,000.00**	**$4,000.00**			**$20,000.00**
Utilities		**$800.00**	**$200.00**			**$1,000.00**
Construction		**$291,238.00**	**$72,809.00**			**$364,047.00**
CE Phase						
CE		$51,277.00	$12,819.00			$64,096.00
RC						
NDOR		$6,000.00	$1,500.00			$7,500.00
CE Total		**$57,277.00**	**$14,319.00**			**$71,596.00**
TOTAL		**$419,122.00**	**$104,780.00**			**$523,902.00**

Both the LPA and State recognize the above estimate is preliminary and the final cost is likely to be higher as the project goes through the development and design process.

14.3 Authority of State

LPA hereby authorizes State to pay project consultants and the construction contractor directly on LPA's behalf. LPA authorizes State to include State's costs for overseeing the development and construction of the project as a reimbursable cost of the project. Generally, the cost of LPA and its PL will not be eligible for reimbursement with Federal-aid funds for this project. The following costs of LPA will be reimbursable with Federal-aid funds at the applicable percentage when State determines, in its sole

discretion that the costs are proper and eligible for reimbursement under Federal and State Law:

a. LPA's cost of the non-betterment rehabilitation of LPA owned utility facilities as described elsewhere in this agreement,
b. LPA's costs to file and handle any condemnation proceeding needed for this project including the costs of the property rights acquired as described elsewhere in this agreement.

The criteria contained in Part 31 of the Federal Acquisition Regulations System (48 CFR 31) will be applied to determine whether the costs incurred by the LPA are allowable under this agreement.

14.4 State-Incurred Costs

The costs incurred by State employees to perform tasks on behalf of LPA related to the development and construction of this project will be part of the cost of the project. The LPA shall be responsible for such costs as charged by State employees; however, these costs may be eligible for Federal-aid participation up to the amount for which federal funds have been obligated.

LPA shall be solely responsible for any State incurred costs 1) exceeding the Federal share of the obligated funds, 2) not eligible for reimbursement for any reason, or 3) for which an obligation is not obtained.

14.5 LPA Project Budget and Invoicing by the State

The LPA will earmark and place in its fiscal budget an amount sufficient to fund LPA's project commitments as shown in subsection 14.1 above.

At times determined by the State, and after execution of this agreement, the State will invoice the LPA for some or LPA's entire share of the State incurred project costs. After execution of a professional services agreement for this project, the State will invoice the LPA their share of the total agreement amount.

Upon award of the construction contract, the State will send an invoice to the LPA requesting LPA to pay its share of (1) the costs of construction, based on the construction contract, (2) contingencies, (3) the costs of construction engineering (includes audit costs), and (4) any unbilled preliminary engineering expenses, unless other arrangement have been agreed upon in writing by the Parties. The LPA shall pay the State within 30 calendar days of receipt of invoice from State.

14.6 Audit and Final Cost Settlement

Final reimbursement requests must be made within 60 days after the filing of the State DR Form 299. Any invoices submitted after the 60 calendar day deadline will be ineligible for reimbursement.

The final settlement between the State and the LPA will be made after final funding review and approval by the State and after an audit, if deemed necessary, has been performed to determine eligible actual costs.

14.7 Project Withdrawal

If the LPA withdraws the project for any reason, LPA shall (a) repay State all Federal-aid funds that have been expended for the project and (b) pay State for all of State's costs associated with the project that have not been reimbursed by LPA.

SECTION 15. SUSPENSION OR TERMINATION

15.1 Suspension

The State, in its sole discretion, reserves the right to suspend LPA's project when the State determines that there are issues related to responsiveness, quality, project monitoring, eligibility or compliance with the terms of this agreement that must be corrected by LPA. Suspension of the project may include, but is not limited to, the State declaring LPA's continued work on the project ineligible for reimbursement and State discontinuing assistance with and review of LPA's work on the project. The State shall provide LPA with notice of the suspension including (1) a description of the reason(s) for the suspension, (2) a timeframe for LPA to correct the deficiencies, and (3) a description of the actions that must be taken for the State to revoke the suspension.

A suspension may also be imposed by the State for any of the reasons listed in the Termination subsection below. Failure to correct the deficiencies identified in a suspension will be grounds for the loss of eligibility for federal funding for the project and for termination of this agreement.

15.2 Termination

This agreement may be terminated as follows:

a. The State and the LPA, by mutual written agreement, may terminate the agreement at any time.

b. The State may terminate this agreement for the following reasons:

   1. A decrease or shift in available federal-aid funding that will, in the sole discretion of the State, make it unlikely or impossible for this project to be prioritized to receive federal-aid funding.

   2. When LPA's project has not been properly advanced as evidenced by the occurrence of any of the following events:

      a) LPA has failed to replace the Project Liaison (PL) with a PL approved by the State within 30 days during the design stage or 10 days during the project letting or construction stages, from when the PL leaves, or is removed from the project for any reason.

      b) LPA either (1) informs the State that it is unwilling to use condemnation to acquire any of the property interests needed to construct the project, or (2) does not move promptly to acquire the needed property rights.

      c) LPA has failed to take any action deemed necessary by State for the project to be ready for the targeted letting date within the year specified in the STIP.

      d) LPA has not included the project or project phases within the LPA's one or six year plans or, when applicable, within the LPA's Transportation Improvement Program (TIP), in the correct fiscal year.

3. LPA's failure to meet the requirements for Federal-aid local projects found in federal, state, or local law or policy, or the requirements of the LPA Guidelines Manual.
4. A notice or declaration of FHWA or the State that any part of the project is or has become ineligible for federal funding.
5. LPA's failure to sign any State requested project documents in a timely manner.
6. LPA's failure to pay in full the local share specified in any agreement within 30 days after receipt of an invoice from the State.
7. LPA's breach of a provision of this agreement.

c. The LPA may terminate the agreement upon sixty (60) days written notice of termination to the State, subject to the LPA meeting the conditions of paragraph (e) below.

d. Prior to the State terminating this agreement, the State shall provide written notice to the LPA of the basis for termination and, when determined applicable by State, provide the LPA sixty (60) days to properly resolve all issues identified by the State.

e. Whenever the project is terminated for any reason, LPA shall (a) repay State all Federal-aid funds that have been expended for the project and (b) pay State for all of State's costs associated with the project that have not been reimbursed under 5.(a). Further, the LPA will thereafter be solely responsible for all costs associated with LPA's project.

SECTION 16. FEDERAL AUDIT REQUIREMENT

16.1 The funding for the project under this Agreement includes federal monies from the FHWA. According to the Single Audit Act Amendments of 1996 and the implementing regulations contained in 2 CFR, Subtitle A, Chapter 2, Part 200, Subpart F (hereinafter Part 200), the Part 200 Audit is required if the non-federal entity expends $750,000 or more in total federal awards in a fiscal year. Non-federal entity means state and local governments and non-profit organizations.

16.2 The LPA shall comply with this Single Audit mandate as described in Section 16.1. Any federal funds for LPA projects paid directly to contractors and consultants by State, on behalf of the LPA, will be reported on State's schedule of expenditures of federal awards (SEFA) and need not be reported by LPA (as per FHWA's February 16, 2012 letter and State's February 24, 2012 letter). If a Part 200 audit is necessary, the expenditures related to the federal funds expended under this project should be shown in the report's Schedule of Expenditures of the Federal Awards (SEFA).

16.3 If necessary, the Federal award information needed for the SEFA includes:

Federal Grantor: U.S. Department of Transportation – Federal Highway Administration

Pass-Through Grantor: Nebraska Department of Roads

Program Title: Highway Planning and Construction (Federal-Aid Highway Program)

CFDA Number: 20.205

Project Number: ENH-27(55)

16.4 If a Part 200 Audit is submitted by the LPA, the LPA shall notify the Nebraska Department of Roads, Highway Audits Manager, at P.O. Box 94759, Lincoln, NE 68509-4759 when the audit reporting package and the data collection form have been submitted to the Federal Audit Clearinghouse (FAC) website.

SECTION 17. COMMITMENT TO CONTINUED USE OF TRANSPORATION FACILITY

LPA has requested Federal-aid funds for this project based on a specific need for the construction or improvement of a street, road, highway, bridge, trail, or other transportation facility. If the project is constructed, LPA commits to use the project facility to meet the specific need that was the basis for the expenditure of Federal-aid funds. LPA shall submit to the State, for review and approval, any proposed changes to the LPA routes which affect the function or operation of the project facility either during construction or after the project is completed.

SECTION 18. INDEMNITY

The LPA agrees to hold harmless, indemnify, and defend the State and FHWA against all liability, loss, damage, or expense, including reasonable attorney's fees and expert fees, that the State and/or FHWA may suffer as a result of claims, demands, costs, or judgments arising out of LPA's project and the terms of this agreement.

SECTION 19. TRAFFIC CONTROL

LPA shall assist State in the development, installation, and monitoring of the traffic control plan for the project, and for project related detours, before, during and after construction. Traffic control must conform to the current adopted Manual on Uniform Traffic Control Devices. LPA's PL shall monitor the construction work zone to confirm that the traffic control devices remain in conformance with the traffic control plan. LPA shall certify that all permanent traffic control devices on the completed project have been properly installed.

SECTION 20. CONFLICT OF INTEREST LAWS

The LPA shall review the Conflict of Interest provisions of 23 CFR 1.33 and 49 CFR 18.36(b)(3) and agrees to comply with all the Conflict of Interest provisions (including applicable State and local provisions) in order for the project to remain fully eligible for Federal funding. LPA should review, understand and follow the instructions provided in the **NDOR CONFLICT OF INTEREST GUIDANCE DOCUMENT FOR LPA OFFICIALS, EMPLOYEES & AGENTS FOR LOCAL FEDERAL-AID TRANSPORTATION PROJECTS** located on the State website at the following location:

http://www.roads.ne.gov/gov-aff/lpa/chapter-forms/coi/coi-guidance-doc-lpa.pdf

The LPA must also complete and sign the **NDOR CONFLICT OF INTEREST DISCLOSURE FORM FOR LPAS FOR LOCAL FEDERAL-AID TRANSPORTATION PROJECTS**, for each project. This form is located on the State website at the following location: http://www.roads.ne.gov/gov-aff/lpa/chapter-forms/coi/coi-disclosure-doc-lpa.pdf

Consultants and Subconsultants providing services for the project, or submitting proposals for services, shall submit a Conflict of Interest Disclosure Form for Consultants. Consultants and Subconsultants shall submit a revised form for any changes in circumstances, or discovery of any additional facts that could result in someone employed by, or who has an ownership, personal, or other interest with Consultant or Subconsultant having a real or potential conflict of interest on an LPA federal-aid transportation project.

SECTION 21. DRUG FREE WORKPLACE

The LPA shall have an acceptable and current drug-free workplace policy on file with the State.

SECTION 22. RECORDS RESPONSIBILITY

The LPA shall keep a project file for this project and keep and maintain all correspondence, files, books, documents, and papers related to LPA's involvement in the project., LPA shall make such material available at its office at all reasonable times during the contract period and for at least three years from the date of project completion; such records must be available for inspection by the State and the FHWA or any authorized representatives of the Federal government, and the LPA shall furnish copies to those mentioned in this section when requested to do so.

The State shall provide LPA with copies of the letting plans and specifications and all change orders. The State will also provide LPA with as-built plans after the conclusion of the project. LPA shall be given reasonable access upon request to State's project files.

SECTION 23. FAIR EMPLOYMENT PRACTICES

If the LPA performs any part of the work on this project, the LPA shall abide by the provisions of the Nebraska Fair Employment Practices Act as provided by Neb. Rev. Stat.§§ 48-1101 to 48-1126, and all regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49 CFR, Parts 21 and 27 as set forth in the SECTION 30. TITLE VI NONDISCRIMINATION CLAUSES of this agreement. The reference to "Contractor" in this section also means the "LPA".

SECTION 24. DISABILITIES ACT

The LPA agrees to comply with the Americans with Disabilities Act of 1990 (P.L. 101-366), as implemented by 28 CFR 35, which is hereby made a part of and included in this agreement by reference.

SECTION 25. LAWFUL PRESENCE IN USA AND WORK ELIGIBILITY STATUS PROVISIONS

The LPA agrees to comply with the requirements of Neb. Rev. Stat. §§ 4-108 to 4-114 with its Federal-aid project, including, but not limited to, the requirements of § 4-114(2) to place in any contract it enters into with a public contractor a provision requiring the public contractor to

use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

SECTION 26. DISADVANTAGED BUSINESS ENTERPRISES (DBE)

26.1 Policy

The LPA shall ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal Funds under this agreement. Consequently, the DBE requirements of 49 CFR Part 26 are hereby made a part of and incorporated by this reference into this agreement.

26.2 Disadvantaged Business Enterprises (DBEs) Obligation

The LPA and State shall ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal Funds provided under this agreement. In this regard, the LPA shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. The LPA shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of FHWA assisted contracts.

The LPA, acting as a sub-recipient of Federal-aid funds on this project shall adopt the disadvantaged business enterprise program of the State for the Federal-aid contracts the LPA enters into on this project.

Failure of the LPA to carry out the requirements set forth above shall constitute breach of contract and, after the notification of the FHWA, may result in termination of the agreement or contract by the State or such remedy as the State deems appropriate.

SECTION 27. TITLE VI NONDISCRIMINATION CLAUSES

During LPA's performance of the work under this agreement, the LPA, for itself, its assignees and successors in interest agrees as follows:

27.1 Compliance with Regulations:

The LPA shall comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Parts 21 and 27, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this agreement.

27.2 Nondiscrimination

The LPA, with regard to the work performed by it after award and prior to completion of the contract work, shall not discriminate on the basis of disability, race, color, sex, religion or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The LPA shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix "A," "B," and "C" of Part 21 of the Regulations.

27.3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment:

In all solicitations either by competitive bidding or negotiation made by the LPA for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the LPA of the LPA's obligations under this agreement and the Regulations relative to nondiscrimination on the basis of disability, race, color, sex, religion or national origin.

27.4. Information and Reports:

The LPA shall provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the LPA shall so certify to the State, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

27.5. Sanctions for Noncompliance:

In the event of the LPA's noncompliance with the nondiscrimination provisions of this agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including but not limited to,

a. Withholding of payments to the LPA under this agreement until the LPA complies, and/or

b. Cancellation, termination or suspension of this agreement, in whole or in part.

27.6 Incorporation of Provisions:

The LPA shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The LPA shall take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of such direction, the LPA may request the State join in such litigation to protect the interests of the State, and in addition, the LPA may request the United States join in such litigation to protect the interests of the United States.

SECTION 28. ENTIRE AGREEMENT

This Agreement embodies the entire agreement of the Parties. There are no promises, terms, conditions, or obligations other than contained herein, and this Agreement supersedes all previous communications, representations, or other agreements or contracts, either oral or written hereto.

IN WITNESS WHEREOF, the Parties hereby execute this agreement pursuant to lawful authority as of the date signed by each party.

EXECUTED by the LPA this _____ day of _____, 2016.

WITNESS:
Kimberly Volk

CITY OF FREMONT
Scott Getzschman

_____
LPA Clerk

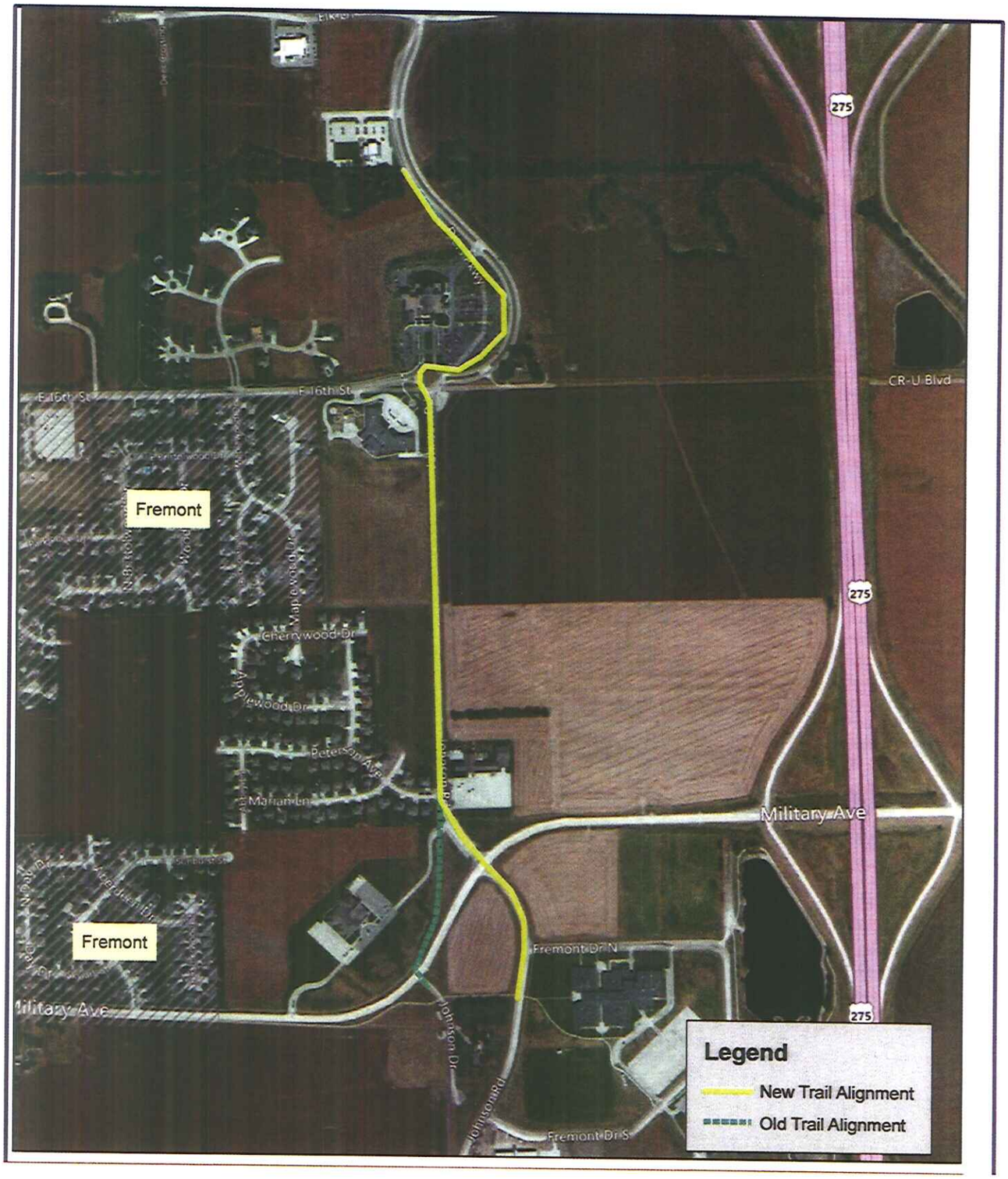
_____
Mayor

EXECUTED by the State this _____ day of _____, 2016.

STATE OF NEBRASKA
DEPARTMENT OF ROADS
Mick Syslo, P.E.

_____
Materials & Research Engineer

T-AGRS-21 Supplemental


Fremont
Fremont
Military Ave
Military Ave
CR-U Blvd
275
275
275
Fremont Dr N
Fremont Dr S
Johnson Dr
Johnson Rd
Legend
New Trail Alignment
Old Trail Alignment

RESOLUTION

SIGNING OF THE LPA SUPPLEMENTAL PROGRAM AGREEMENT #2 – FEDERAL-AID FUNDING

City of Fremont

Resolution No. _____

Whereas: City of Fremont (City) is proposing to develop and construct a transportation project for which it would like to obtain Federal funds;

Whereas: City understands that it must strictly follow all Federal, State and local laws, rules, regulations, policies and guidelines applicable to the funding of the Federal-aid project;

Whereas: City and State of Nebraska, Department of Roads (State) wish to enter into an **LPA Supplemental Program Agreement – Federal-Aid Funds** which will set out the various duties and funding responsibilities for the Federal-aid project; and

Whereas: City wishes to designate its representative for this project.

Be It Resolved by the City Council of the City of Fremont that:

The Mayor, Scott Getzschman, is hereby authorized to sign the attached **LPA Supplemental Program Agreement – Federal-Aid Funds** between the City and the State.

City hereby designates Dave Goedeken to serve as City's representative and Project Liaison (PL) with State for this project.

City of Fremont is committed to providing local funds for the project as required by the **LPA Supplemental Program Agreement – Federal-Aid Funds**.

NDOR Project Number: ENH-27(55)

NDOR Control Number: 22427

NDOR Project Name: Fremont Johnson Road Trail

Adopted this _____ day of _____, 2016 at _____Nebraska.
(Month)

The City Council of the City of Fremont

_____ _____

_____ _____

_____ _____

_____

Board/Council Member_____
Moved the adoption of said resolution
Member _____ Seconded the Motion
Roll Call: _____Yes _____No _____ Abstained _____ Absent
Resolution adopted, signed and billed as adopted

Attest:

_____

Signature City Clerk

RESOLUTION NO. _____

A Resolution of the City Council of the City of Fremont, Nebraska, to authorize execution of the LPA Supplemental Program Agreement No. 2, for Johnson Road Trail, Fremont.

WHEREAS: The City of Fremont is proposing to develop and construct a transportation project for which it would like to obtain Federal funds;

WHEREAS: The City of Fremont understands that it must strictly follow all Federal, State, and local laws, rules, regulations, policies and guidelines applicable to the funding of the Federal-aid project;

WHEREAS: The City of Fremont and State of Nebraska, Department of Roads wish to enter into an LPA Supplemental Program Agreement – Federal-Aid Funds which will set out the various duties and funding responsibilities for the Federal-aid project; and

WHEREAS: The City of Fremont wishes to designate its representative for this project.

BE IT RESOLVED: by the City Council of Fremont that:

Scott Getzschman, Mayor of the City of Fremont, Nebraska is hereby authorized to sign the attached LPA Supplemental Program Agreement – Federal-Aid Funds between the City of Fremont and State of Nebraska, Department of Roads.

The City of Fremont hereby designates Dave Goedeken to serve as the City of Fremont's representative and Project Liaison with the State of Nebraska, Department of Roads for this project.

The City of Fremont is committed to providing local funds for the project as required by the LPA Supplemental Program Agreement – Federal-Aid Funds.

NDOR Project Number ENH-27(55)

NDOR Control Number 22427

NDOR Project Description: Fremont Johnson Road Trail

PASSED AND APPROVED THIS ___ DAY OF _____, 2016

_____
Scott Getzschman, Mayor

ATTEST:

_____
Tyler Ficken
City Clerk

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Shelly Holzerland, Director of Communications

DATE: April 7, 2016

SUBJECT: Radio Console Service Agreements

Recommendation: Move to approve service agreements for Motorola MCC7500 IP Dispatch Console

Background: In 2012, new Motorola MCC7500 IP Dispatch Consoles were purchased for the Fremont/Dodge County 911 Center. Five years of service/maintenance after the warranty period was included in the accepted bid. The warranty period has ended and the service agreements for the next 5 years are going in to effect. Motorola has provided separate service agreements for each of the five years covered.

Fiscal Impact:
Motorola MCC7500 dispatch console service agreements for 5 years - $89,254.76

This equipment is part of the combined city/county PSAP and its costs would be split 35/65 with Dodge County, in accordance with the interlocal agreement.

For City Clerk use:
_____ 1st
_____ 2nd
_____ ayes _____ nays

10A1

MOTOROLA SOLUTIONS

SERVICES AGREEMENT

Attn: National Service Support/4th fl
1301 East Algonquin Road
(800) 247-2346

Contract Number: S00001025082
Contract Modifier: RN21-JAN-16 10:34:27

Date: 03/16/2016

Company Name:	Fremont, City Of
Attn:	
Billing Address:	725 N Park St
City, State, Zip:	Fremont,NE,68025
Customer Contact:	Shelly Holzerland
Phone:	(402)727-2677

Required P.O.:	No
Customer # :	1035890301
Bill to Tag # :	0003
Contract Start Date:	01/01/2016
Contract End Date:	12/31/2016
Anniversary Day:	Dec 31st
Payment Cycle:	ANNUAL
PO # :	

QTY	MODEL/OPTION	SERVICES DESCRIPTION	MONTHLY EXT	EXTENDED AMT
		***** Recurring Services *****		
	SVC01SVC1101C	ASTRO INFRASTRUCTURE REPAIR W/ADV REPL	$264.00	$3,168.00
1	SVC455AE	ENH: DISPATCH SITE		
4	SVC840AE	MCC7500 OPS POSITION		
	SVC01SVC1102C	ASTRO DISPATCH SERVICE	$45.85	$550.20
1	SVC242AC	ENH: DISPATCH CENTER LOCATION		
2	SVC455AF	ENH: SITE		
	SVC01SVC1104C	ASTRO TECHNICAL SUPPORT	$140.00	$1,680.00
4	SVC142AD	ENH: CONSOLE ONLY - OPERATOR POSITI		
1	SVC455AE	ENH: DISPATCH SITE		
	SVC01SVC1410C	ONSITE INFRASTRUCTURE RESPONSE-STANDARD	$508.50	$6,102.00
4	SVC220AA	OPERATOR POSITIONS		
1	SVC986AA	DISPATCH CENTER LOCATION		
	SVC01SVC2007C	SP-ONSITE INFRA RESP	$296.63	$3,559.56
2		SITE(S)		
	SVC02SVC0355A	REPAIR ARAR 4ADDL YR	$147.60	$1,771.20
2		SITE(S)		

SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS

Subtotal - Recurring Services	$1,402.58	$16,830.96
Subtotal - One-Time Event Services	$ .00	$ .00
Total	$1,402.58	$16,830.96
Taxes	-	-
Grand Total	$1,402.58	$16,830.96

THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA.

Subcontractor(s)	City	State
MOTOROLA SYSTEM SUPPORT CENTER	ELGIN	IL

MOTOROLA SOLUTIONS-MOTOROLA SECURITY SVCS (DO250)	SCHAUMBURG	IL
MOTOROLA SYSTEM SUPPORT-TECHNICAL SUPPORT DO068	SCHAUMBURG	IL
CAMBIUM NETWORKS LIMITED	ASHBURTON	DEVON
D & D COMMUNICATIONS INC	OMAHA	NE

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.

AUTHORIZED CUSTOMER SIGNATURE TITLE DATE

CUSTOMER (PRINT NAME)

MOTOROLA REPRESENTATIVE(SIGNATURE) TITLE DATE

David Gordon 319 337-6686

MOTOROLA REPRESENTATIVE(PRINT NAME) PHONE

Company Name: Fremont, City Of
Contract Number: S00001025082
Contract Modifier: RN21-JAN-16 10:34:27
Contract Start Date: 01/01/2016
Contract End Date: 12/31/2016

Service Terms and Conditions

Motorola Solutions Inc.("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY
These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2. DEFINITIONS AND INTERPRETATION
2.1. "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3. "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3. ACCEPTANCE
Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES
4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

Section 5. EXCLUDED SERVICES
5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry

standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

Section 6. TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customers location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7. CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8. PAYMENT

Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date. Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

Section 9. WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customers sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10. DEFAULT/TERMINATION

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED

TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS

12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorolas property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15. COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16. MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customers custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customers premises by Motorola at any time without restriction.

Section 17. GENERAL TERMS

17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2. This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State

in which the Services are performed.

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that partys reasonable control, such as strikes, material shortages, or acts of God.

17.5. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7. THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorolas then effective hourly rates.

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

Revised Oct 15, 2015

MOTOROLA SOLUTIONS

SERVICES AGREEMENT

Attn: National Service Support/4th fl
1301 East Algonquin Road
(800) 247-2346

Contract Number: S00001025082
Contract Modifier: RN03

Date: 03/16/2016

Company Name:	Fremont, City Of
Attn:	
Billing Address:	725 N Park St
City, State, Zip:	Fremont,NE,68025
Customer Contact:	Shelly Holzerland
Phone:	(402)727-2677

Required P.O.:	No
Customer # :	1035890301
Bill to Tag # :	0003
Contract Start Date:	01/01/2017
Contract End Date:	12/31/2017
Anniversary Day:	Dec 31st
Payment Cycle:	ANNUAL
PO # :	

QTY	MODEL/OPTION	SERVICES DESCRIPTION	MONTHLY EXT	EXTENDED AMT
		***** Recurring Services *****		
	SVC01SVC1101C	ASTRO INFRASTRUCTURE REPAIR W/ADV REPL	$285.52	$3,426.24
1	SVC455AE	ENH: DISPATCH SITE		
4	SVC840AE	MCC7500 OPS POSITION		
	SVC01SVC1102C	ASTRO DISPATCH SERVICE	$67.04	$804.48
1	SVC242AC	ENH: DISPATCH CENTER LOCATION		
2	SVC455AF	ENH: SITE		
	SVC01SVC1104C	ASTRO TECHNICAL SUPPORT	$147.00	$1,764.00
4	SVC142AD	ENH: CONSOLE ONLY - OPERATOR POSITI		
1	SVC455AE	ENH: DISPATCH SITE		
	SVC01SVC1410C	ONSITE INFRASTRUCTURE RESPONSE-STANDARD	$522.27	$6,267.24
4	SVC220AA	OPERATOR POSITIONS		
1	SVC986AA	DISPATCH CENTER LOCATION		
	SVC01SVC2007C	SP-ONSITE INFRA RESP	$282.28	$3,387.36
2		SITE(S)		
	SVC02SVC0355A	REPAIR ARAR 4ADDL YR	$140.47	$1,685.64
2		SITE(S)		

SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS

Subtotal - Recurring Services	$1,444.58	$17,334.96
Subtotal - One-Time Event Services	$ .00	$ .00
Total	$1,444.58	$17,334.96
Taxes	-	-
Grand Total	$1,444.58	$17,334.96

THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA.

Subcontractor(s)	City	State
MOTOROLA SYSTEM SUPPORT CENTER	ELGIN	IL

MOTOROLA SOLUTIONS-MOTOROLA SECURITY SVCS (DO250)	SCHAUMBURG	IL
MOTOROLA SYSTEM SUPPORT-TECHNICAL SUPPORT DO068	SCHAUMBURG	IL
CAMBIUM NETWORKS LIMITED	ASHBURTON	DEVON
D & D COMMUNICATIONS INC	OMAHA	NE

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.

AUTHORIZED CUSTOMER SIGNATURE TITLE DATE

CUSTOMER (PRINT NAME)

MOTOROLA REPRESENTATIVE(SIGNATURE) TITLE DATE

David Gordon 319 337-6686

MOTOROLA REPRESENTATIVE(PRINT NAME) PHONE

Company Name: Fremont, City Of
Contract Number: S00001025082
Contract Modifier: RN03
Contract Start Date: 01/01/2017
Contract End Date: 12/31/2017

Service Terms and Conditions

Motorola Solutions Inc.("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY
These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2. DEFINITIONS AND INTERPRETATION
2.1. "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3. "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3. ACCEPTANCE
Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES
4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

Section 5. EXCLUDED SERVICES
5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry

standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

Section 6. TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customers location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7. CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8. PAYMENT

Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date. Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

Section 9. WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customers sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10. DEFAULT/TERMINATION

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED

TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS

12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorolas property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15. COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16. MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customers custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customers premises by Motorola at any time without restriction.

Section 17. GENERAL TERMS

17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2. This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State

in which the Services are performed.

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that partys reasonable control, such as strikes, material shortages, or acts of God.

17.5. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7. THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorolas then effective hourly rates.

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

Revised Oct 15, 2015

MOTOROLA SOLUTIONS

SERVICES AGREEMENT

Attn: National Service Support/4th fl
1301 East Algonquin Road
(800) 247-2346

Contract Number: S00001025082
Contract Modifier: RN04

Date: 03/16/2016

Company Name:	Fremont, City Of
Attn:	
Billing Address:	725 N Park St
City, State, Zip:	Fremont,NE,68025
Customer Contact:	Shelly Holzerland
Phone:	(402)727-2677

Required P.O.:	No
Customer # :	1035890301
Bill to Tag # :	0003
Contract Start Date:	01/01/2018
Contract End Date:	12/31/2018
Anniversary Day:	Dec 31st
Payment Cycle:	ANNUAL
PO # :	

QTY	MODEL/OPTION	SERVICES DESCRIPTION	MONTHLY EXT	EXTENDED AMT
		***** Recurring Services *****		
	SVC01SVC1101C	ASTRO INFRASTRUCTURE REPAIR W/ADV REPL	$285.52	$3,426.24
1	SVC455AE	ENH: DISPATCH SITE		
4	SVC840AE	MCC7500 OPS POSITION		
	SVC01SVC1102C	ASTRO DISPATCH SERVICE	$70.13	$841.56
1	SVC242AC	ENH: DISPATCH CENTER LOCATION		
2	SVC455AF	ENH: SITE		
	SVC01SVC1104C	ASTRO TECHNICAL SUPPORT	$147.00	$1,764.00
4	SVC142AD	ENH: CONSOLE ONLY - OPERATOR POSITI		
1	SVC455AE	ENH: DISPATCH SITE		
	SVC01SVC1410C	ONSITE INFRASTRUCTURE RESPONSE-STANDARD	$562.51	$6,750.12
4	SVC220AA	OPERATOR POSITIONS		
1	SVC986AA	DISPATCH CENTER LOCATION		
	SVC01SVC2007C	SP-ONSITE INFRA RESP	$282.28	$3,387.36
2		SITE(S)		
	SVC02SVC0355A	REPAIR ARAR 4ADDL YR	$140.47	$1,685.64
2		SITE(S)		

SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS

Subtotal - Recurring Services	$1,487.91	$17,854.92
Subtotal - One-Time Event Services	$ .00	$ .00
Total	$1,487.91	$17,854.92
Taxes	-	-
Grand Total	$1,487.91	$17,854.92

THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA.

Subcontractor(s)	City	State
MOTOROLA SYSTEM SUPPORT CENTER	ELGIN	IL

MOTOROLA SOLUTIONS-MOTOROLA SECURITY SVCS (DO250)	SCHAUMBURG	IL
MOTOROLA SYSTEM SUPPORT-TECHNICAL SUPPORT DO068	SCHAUMBURG	IL
CAMBIUM NETWORKS LIMITED	ASHBURTON	DEVON
D & D COMMUNICATIONS INC	OMAHA	NE

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.

AUTHORIZED CUSTOMER SIGNATURE TITLE DATE

CUSTOMER (PRINT NAME)

MOTOROLA REPRESENTATIVE(SIGNATURE) TITLE DATE

David Gordon 319 337-6686

MOTOROLA REPRESENTATIVE(PRINT NAME) PHONE

Company Name: Fremont, City Of
Contract Number: S00001025082
Contract Modifier: RN04
Contract Start Date: 01/01/2018
Contract End Date: 12/31/2018

Service Terms and Conditions

Motorola Solutions Inc.("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY
These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2. DEFINITIONS AND INTERPRETATION
2.1. "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3. "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3. ACCEPTANCE
Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES
4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

Section 5. EXCLUDED SERVICES
5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry

standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

Section 6. TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customers location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7. CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8. PAYMENT

Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date. Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

Section 9. WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customers sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10. DEFAULT/TERMINATION

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED

TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS

12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorolas property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15. COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16. MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customers custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customers premises by Motorola at any time without restriction.

Section 17. GENERAL TERMS

17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2. This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State

in which the Services are performed.

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that partys reasonable control, such as strikes, material shortages, or acts of God.

17.5. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7. THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorolas then effective hourly rates.

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

Revised Oct 15, 2015

MOTOROLA SOLUTIONS

SERVICES AGREEMENT

Attn: National Service Support/4th fl
1301 East Algonquin Road
(800) 247-2346

Contract Number: S00001025082
Contract Modifier: RN05

Date: 03/16/2016

Company Name:	Fremont, City Of
Attn:	
Billing Address:	725 N Park St
City, State, Zip:	Fremont,NE,68025
Customer Contact:	Shelly Holzerland
Phone:	(402)727-2677

Required P.O.:	No
Customer # :	1035890301
Bill to Tag # :	0003
Contract Start Date:	01/01/2019
Contract End Date:	12/31/2019
Anniversary Day:	Dec 31st
Payment Cycle:	ANNUAL
PO # :	

QTY	MODEL/OPTION	SERVICES DESCRIPTION	MONTHLY EXT	EXTENDED AMT
		***** Recurring Services *****		
	SVC01SVC1101C	ASTRO INFRASTRUCTURE REPAIR W/ADV REPL	$286.92	$3,443.04
1	SVC455AE	ENH: DISPATCH SITE		
4	SVC840AE	MCC7500 OPS POSITION		
	SVC01SVC1102C	ASTRO DISPATCH SERVICE	$71.23	$854.76
1	SVC242AC	ENH: DISPATCH CENTER LOCATION		
2	SVC455AF	ENH: SITE		
	SVC01SVC1104C	ASTRO TECHNICAL SUPPORT	$147.00	$1,764.00
4	SVC142AD	ENH: CONSOLE ONLY - OPERATOR POSITI		
1	SVC455AE	ENH: DISPATCH SITE		
	SVC01SVC1410C	ONSITE INFRASTRUCTURE RESPONSE-STANDARD	$604.68	$7,256.16
4	SVC220AA	OPERATOR POSITIONS		
1	SVC986AA	DISPATCH CENTER LOCATION		
	SVC01SVC2007C	SP-ONSITE INFRA RESP	$282.28	$3,387.36
2		SITE(S)		
	SVC02SVC0355A	REPAIR ARAR 4ADDL YR	$140.47	$1,685.64
2		SITE(S)		

SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS

Subtotal - Recurring Services	$1,532.58	$18,390.96
Subtotal - One-Time Event Services	$ .00	$ .00
Total	$1,532.58	$18,390.96
Taxes	-	-
Grand Total	$1,532.58	$18,390.96

THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA.

Subcontractor(s)	City	State
MOTOROLA SYSTEM SUPPORT CENTER	ELGIN	IL

MOTOROLA SOLUTIONS-MOTOROLA SECURITY SVCS (DO250)	SCHAUMBURG	IL
MOTOROLA SYSTEM SUPPORT-TECHNICAL SUPPORT DO068	SCHAUMBURG	IL
CAMBIUM NETWORKS LIMITED	ASHBURTON	DEVON
D & D COMMUNICATIONS INC	OMAHA	NE

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.

AUTHORIZED CUSTOMER SIGNATURE TITLE DATE

CUSTOMER (PRINT NAME)

MOTOROLA REPRESENTATIVE(SIGNATURE) TITLE DATE

David Gordon 319 337-6686

MOTOROLA REPRESENTATIVE(PRINT NAME) PHONE

Company Name: Fremont, City Of
Contract Number: S00001025082
Contract Modifier: RN05
Contract Start Date: 01/01/2019
Contract End Date: 12/31/2019

Service Terms and Conditions

Motorola Solutions Inc.("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY
These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2. DEFINITIONS AND INTERPRETATION
2.1. "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3. "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3. ACCEPTANCE
Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES
4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

Section 5. EXCLUDED SERVICES
5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry

standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

Section 6. TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customers location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7. CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8. PAYMENT

Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date. Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

Section 9. WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customers sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10. DEFAULT/TERMINATION

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED

TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS

12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorolas property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15. COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16. MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customers custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customers premises by Motorola at any time without restriction.

Section 17. GENERAL TERMS

17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2. This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State

in which the Services are performed.

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that partys reasonable control, such as strikes, material shortages, or acts of God.

17.5. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7. THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorolas then effective hourly rates.

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

Revised Oct 15, 2015

MOTOROLA SOLUTIONS

SERVICES AGREEMENT

Attn: National Service Support/4th fl
1301 East Algonquin Road
(800) 247-2346

Contract Number: S00001025082
Contract Modifier: RN06

Date: 03/16/2016

Company Name:	Fremont, City Of
Attn:	
Billing Address:	725 N Park St
City, State, Zip:	Fremont,NE,68025
Customer Contact:	Shelly Holzerland
Phone:	(402)727-2677

Required P.O.:	No
Customer # :	1035890301
Bill to Tag # :	0003
Contract Start Date:	01/01/2020
Contract End Date:	12/31/2020
Anniversary Day:	Dec 31st
Payment Cycle:	ANNUAL
PO # :	

QTY	MODEL/OPTION	SERVICES DESCRIPTION	MONTHLY EXT	EXTENDED AMT
		***** Recurring Services *****		
	SVC01SVC1101C	ASTRO INFRASTRUCTURE REPAIR W/ADV REPL	$277.20	$3,326.40
1	SVC455AE	ENH: DISPATCH SITE		
4	SVC840AE	MCC7500 OPS POSITION		
	SVC01SVC1102C	ASTRO DISPATCH SERVICE	$42.96	$515.52
1	SVC242AC	ENH: DISPATCH CENTER LOCATION		
2	SVC455AF	ENH: SITE		
	SVC01SVC1104C	ASTRO TECHNICAL SUPPORT	$147.00	$1,764.00
4	SVC142AD	ENH: CONSOLE ONLY - OPERATOR POSITI		
1	SVC455AE	ENH: DISPATCH SITE		
	SVC01SVC1410C	ONSITE INFRASTRUCTURE RESPONSE-STANDARD	$648.90	$7,786.80
4	SVC220AA	OPERATOR POSITIONS		
1	SVC986AA	DISPATCH CENTER LOCATION		
	SVC01SVC2007C	SP-ONSITE INFRA RESP	$233.35	$2,800.20
2		SITE(S)		
	SVC02SVC0351A	REPAIR ARAR 1ADDL YR	$229.17	$2,750.04
2		SITE(S)		

SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS

Subtotal - Recurring Services	$1,578.58	$18,942.96
Subtotal - One-Time Event Services	$ .00	$ .00
Total	$1,578.58	$18,942.96
Taxes	-	-
Grand Total	$1,578.58	$18,942.96

THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA.

Subcontractor(s)	City	State
MOTOROLA SYSTEM SUPPORT CENTER	ELGIN	IL

MOTOROLA SOLUTIONS-MOTOROLA SECURITY SVCS (DO250)	SCHAUMBURG	IL
MOTOROLA SYSTEM SUPPORT-TECHNICAL SUPPORT DO068	SCHAUMBURG	IL
CAMBIUM NETWORKS LIMITED	ASHBURTON	DEVON
D & D COMMUNICATIONS INC	OMAHA	NE

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.

AUTHORIZED CUSTOMER SIGNATURE TITLE DATE

CUSTOMER (PRINT NAME)

MOTOROLA REPRESENTATIVE(SIGNATURE) TITLE DATE

David Gordon 319 337-6686

MOTOROLA REPRESENTATIVE(PRINT NAME) PHONE

Company Name: Fremont, City Of
Contract Number: S00001025082
Contract Modifier: RN06
Contract Start Date: 01/01/2020
Contract End Date: 12/31/2020

Service Terms and Conditions

Motorola Solutions Inc.("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY
These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2. DEFINITIONS AND INTERPRETATION
2.1. "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3. "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3. ACCEPTANCE
Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES
4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

Section 5. EXCLUDED SERVICES
5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry

standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

Section 6. TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customers location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7. CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8. PAYMENT

Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date. Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

Section 9. WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customers sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10. DEFAULT/TERMINATION

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED

TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS

12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorolas property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15. COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16. MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customers custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customers premises by Motorola at any time without restriction.

Section 17. GENERAL TERMS

17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2. This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State

in which the Services are performed.

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that partys reasonable control, such as strikes, material shortages, or acts of God.

17.5. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7. THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorolas then effective hourly rates.

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

Revised Oct 15, 2015

Resolution NO._____

A Resolution of the City Council of the City of Fremont, Nebraska, to accept 5 years of service agreements for Motorola MCC7500 IP Dispatch Console.

WHEREAS, a bid for a Motorola MCC7500 IP dispatch console, including 5 years of maintenance and service was approved in December 2012.

NOW THEREFORE BE IT RESOLVED: That the yearly service contracts in the amount of $89,354.76. over 5 (five) years, be accepted.

PASSED AND APPROVED THIS _____ DAY OF _____, 2016

_____
SCOTT GETZSCHMAN, MAYOR

ATTEST:

_____
Tyler Ficken
City Clerk

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Nicholas Brand, Director of IS

DATE: April 7, 2016

SUBJECT: Basement Remodel

Recommendation: Approve resolution to sign Basement Remodel Contract

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Background: Due to lack of adequate work space for current and future IT projects and personnel we propose expansion of IT office space through remodel of the City Municipal Building Basement.

Fiscal Impact: Estimated total cost of project $5,080.96.

EXHIBIT A

AGREEMENT
CHAD PARR D/B/A PARR CONSTRUCTION & REMODELING
BASEMENT REMODEL AT THE MUNICIPAL BUILDING

THIS AGREEMENT is hereby made and entered into this _____ day of _____ _____ 2016 by and between the City of Fremont, a Municipal Corporation and existing under the laws of the State of Nebraska, (hereinafter referred to as "City") and Chad Parr d/b/a Parr Construction & Remodeling, (hereinafter referred to as "Contractor").

1. The contractor will construct a basement remodel located at 400 East Military Avenue, Fremont, NE 68025 as per the specification and price provided in Attached Estimate and outlined under Basement Floor Plan Remodel Fremont Municipal Building.
2. The city will supply the site with water and utilities. Water and utilities will be made available on the property before construction begins.
3. The contractor will complete the project in a timely manner with an expected completion date of May 19, 2016.
4. The price charged by the contractor shall not exceed the amount identified in Attached Estimate.
5. The contractor shall maintain liability insurance in the minimum of $1,000,000 and shall name the city as an additional insured on that policy.
6. The contractor shall indemnify the city and hold it harmless against all claims, liabilities, or causes of action relating to or arising out of the contractor's failure to perform the services described herein, or the intentional or negligent acts of its employees, in the course of performing under this agreement.
7. The contractor agrees to abide by all federal, state, and local laws, statutes, ordinances and regulations governing the activities discussed herein. The contractor shall comply with, and indemnify the city against any violations of applicable regulations promulgated by the Environmental Protection Agency or other government agencies regulating any activities engaged in by the contractor.
8. Neither the contractor nor any of its employees shall be considered employees of the city or entitled to any benefits to which the city employees may be entitled. The contractor agrees to abide by all applicable employment laws and regulations and to indemnify the city against any violations of the same by the contractor.
9. Either party may terminate this agreement upon providing the other party written notice at least 90 days prior to the date upon which terminating party desires to be released from the contract.
10. Receipt of any notice required under this agreement may be acknowledged in writing by the receiving party, or shall be delivered by registered or certified mail, return receipt requested, to the following address:

To the city:	To the contractor
City of Fremont City Clerk 400 EMilitary Avenue Fremont, NE 68025	Chad Parr 1062 Ohio Street Fremont, NE 68025

Any party desiring to change the address to which notice should be sent must provide written notice of the new address to the other party by registered or certified mail, return receipt requested.

11. In the event a dispute arises regarding any term of this agreement, or performance of the agreement or payment therefore, the parties shall participate in good faith in mandatory, nonbinding mediation prior to filing any complaint in state or federal court. This Agreement, and the rights and duties of the parties arising from, or relating in any way to, the terms, covenants, or conditions of this Agreement, shall be governed by, construed, and enforced in accordance with the laws of the State of Nebraska.
12. Since both parties have had the opportunity to review with legal counsel, no person, court or other entity adjudicating, interpreting, or enforcing the terms of this agreement shall apply any presumption or rule of construction favoring one party over the other on the basis of the drafting of this agreement.
13. In any dispute that arises in relation to this agreement, whether or not resulting in litigation, the prevailing party shall be entitled to its reasonable attorney fees and other costs.
14. Amendment. No amendment of this Agreement shall be valid unless it is in writing and is signed by the parties or by their duly authorized representatives, and unless it specifies the nature and extent of the amendment.
15. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to contribution between the parties. This Agreement supersedes any prior agreements.

SIGNED and ENTERED INTO this ____ day of _____ 2015.

Chad Parr dba Parr Construction & Remodeling

_____ _____

Chad Parr date
Parr Construction & Remodeling

For the City of Fremont, Nebraska

_____ _____

Scott Getzschman, date
Mayor

APPROVED AS TO FORM

Parr Construction & Remodeling
1062 Ohio St
Fremont, Ne 68025
402-720-0636

Estimate

Date	Estimate #
3/20/2016	392

Name / Address
City of Fremont 400 E. Military Ave. Fremont, NE 68025

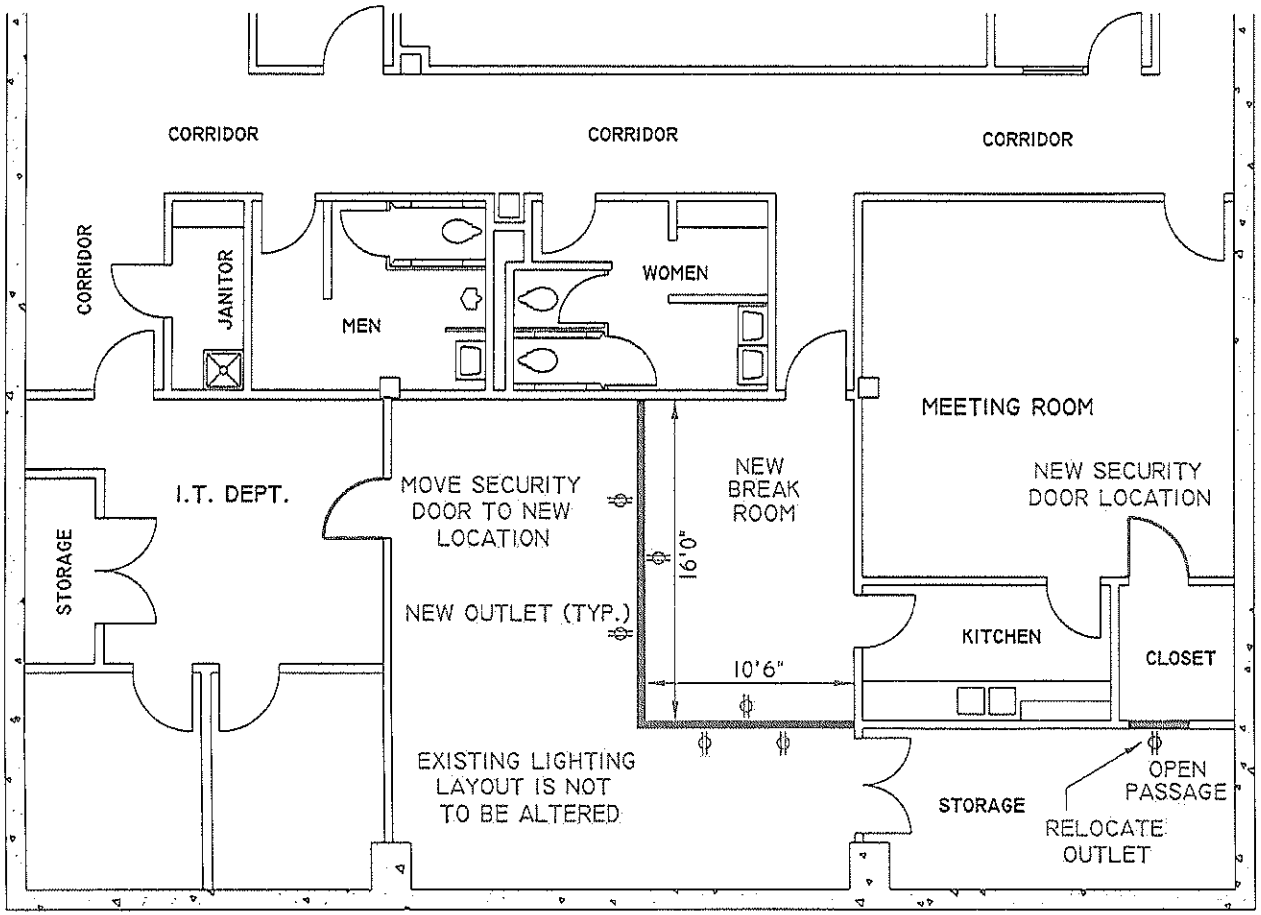
Description	Total
Basement Remodel at the Municipal Building	
-Frame up two walls in the breakroom per drawing 16" on center.	
-Drywall the walls using 5/8" drywall with a tear away bead on top against the ceiling. Finish the drywall smooth.	
-Cut an opening between the closet and storage room then wrap with drywall and finish smooth.	
-Reverse the door jamb and door to swing out on closet.	
-Install base cove.	
-Remove cork board and finish the drywall behind it smooth.	
Using wood studs.	3,100.00
Using metal studs.	3,150.00
Prime and painting.	500.00

Make all checks payable **Chad Parr**

Total due upon completion. Overdue accounts may subject to a late charge of 10% a month, with a $5.00 minimum.

Any alterations, deviations or anything unforeseen found including but not limited to wire and rebar during the project based on the above specifications will become an extra charge over and

THANK YOU FOR YOUR BUSINESS!



BASEMENT FLOOR PLAN REMODEL
FREMONT MUNICIPAL BUILDING

SCALE: 1" = 6'

\MUNICIPAL BUILDING\MUNICIPAL-NICK.DWG

Prime communications

primecominc.com

Basement Access Control Relocation

Prepared for

City of Fremont

By Dave Kanne
Friday, February 26, 2016

22145 WEST MAPLE ROAD / P.O. BOX 131 / ELKHORN, NE 68022 / 402.289.4126 / 888.289.4899

PROPOSAL

Prime communications

22145 W. Maple Road, PO Box 131
Elkhorn, NE, 68022
Phone 402-289-4126
Fax 402-289-4263

To: **City of Fremont**

Nick Brand
Department of Utilities
400 E. Military Ave.
Fremont, NE 68025-5141

Project: Basement Access Control Relocation

Proposal Number: PCIQ8680-01

Date: 02/26/16

Scope of Work:

Prime Communications, Inc. shall provide all labor and material to relocate one IT access door to a new IT storage door. Prime will remove the hardware on the existing IT prior to the door demolition. Prime will run a new access cable to the new access door location. Prime will reuse all the existing hardware that is removed from the existing door and install it on the new door. All the hardware will be tested upon the completion of the project.

The customer is responsible for providing all the handset hardware changes required to secure the new access doors.

Line	Qty	Description	Unit Price	Ext. Price
1		**Cabling**		
2	200	4 ELEMENT COMPOSITE PLENUM Yellow 4 Individually Jacketed plus an overall yellow jacket.	$0.85	$170.00
3	10	1 5/8" J-Hook w/ Grid Clip, JHK21-BW2 Garvin	$2.31	$23.10

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Line	Qty	Description	Unit Price	Ext. Price

Material SubTotal	$193.10
Labor, Mileage, Warranty, Shipping & Misc.	$1,237.86
SubTotal	$1,430.96
Tax	$0.00
Total	**$1,430.96**

Exclusions/Assumptions

- Sales Tax
- Existing Door Hardware
- New Door Hardware Handsets

Payment Terms Net 30. Material is

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Line	Qty	Description	Unit Price	Ext. Price
		invoiced upon receipt. Labor will be invoiced monthly		

This is a confidential and proprietary document of Prime Communications, Inc. In receipt of this document the recipient agrees not to reproduce or transmit this document or the information contained here.

City of Fremont

Signature:

Name:

Title:

Date:

Customer PO# (if applicable):

Prime Communications, Inc.

Signature:

Name:

Title:

Date:

TERMS AND CONDITIONS OF CONTRACT FOR SALE

1. CONTRACT BETWEEN BUY AND SELLER: This document constitutes the full understanding of the parties and no terms, conditions, understanding or agreement purporting to modify or vary the terms of this document shall be binding unless hereafter made in writing and signed by the parties to be bound.

2. DELAYS: Seller shall not be responsible for any failure or delay in delivery due to fires, floods, labor troubles whether or not due to the fault of Seller, acts of God, breakdowns, delay of carrier, total or partial failure for any reason of usual sources of supply or transportation, requirements or request of any government or subdivision thereof, or any similar or dissimilar cause beyond Seller's control. In the event of inability of Seller, for any cause beyond Seller's control to supply the total demands for any material specified in this order, Seller may allocate its available supply among any or all Buyers, including new customers, subsidiaries, affiliates and departments of Seller, on such basis as Seller, in its sole discretion, may decide upon, without liability for any failure to perform the contract which may be a consequence thereof.

3. LIABILITY: Seller's liability shall be limited to actual damages sustained by Buyer, but in no event to exceed the purchase price of the particular goods involved in the occurrence giving rise hereto.

4. TOLERANCE: The total order and each delivery hereunder shall be subject to standard shipping tolerances as contained in the Manufacturers products catalog in effect at time of delivery.

5. WARRANTY: (a) Seller warrants title and that products sold to Buyer shall be free from defects in material and workmanship and shall conform to specifications for a period of one (1) year from receipt at destination for complete units and parts and assemblies.

(b) Warranties on goods sold but not manufactured by the Seller are expressly limited to the terms of warranties of the manufacturer of such goods.

(c) SELLER MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLEID, AS TO MERCHANT ABILITY, FITNESS FOR PARTICULAR PURPOSE OR ANY OTHER MATTER. Upon receipt of definite shipping instructions, Buyer shall return, transportation prepaid, all defective material, or material not conforming to specifications, to Seller, after inspection by Seller or at Seller's election, subject to inspection by Seller. Material returned by Buyer must be returned in same condition as when received by Buyer. Defective material or material not conforming to specifications, so returned shall be replaced or repaired by Seller and returned, freight prepaid, without any additional charge, or, in lieu of such replacement or repair, Seller may, at Seller's option, refund the purchase price applicable to such material. Seller agrees to pay return freight charges not exceeding the lowest rail or truck rate which would apply from the original destination on all defective material, or material not meeting specification. However, Seller shall not be obligated for such charges when material returned proves to be free from defect and to meet specifications. Material which proves to be free from defect and to meet specifications shall be held by the Seller for shipping instructions and Buyer shall furnish such instructions promptly upon request. Seller's liability shall be limited to the replacement or repair or to refunding the purchase price applicable to the defective material or material not meeting specifications. Seller shall not be liable for any consequential damages nor any loss, damages or expenses directly or indirectly arising from the use of the material.

6. ADVICE BY SELLER: The giving or failure to give advice or recommendation of any character by Seller shall not impose any liability upon Seller nor grant to the Buyer any license to the use of any of Seller's patents, trademarks or trade names.

7. CREDITS: All shipments to be made hereunder shall at all times be subject to the approval of Seller's Credit Department and, if the financial responsibility of Buyer is unsatisfactory, or becomes impaired, or if Buyer fails to make any payment in accordance with the terms of the contract, then, in any such event, Seller may defer or decline to make any shipments hereunder except upon receipt of security satisfactory to Seller or cash payments in advance, or it may terminate the contract.

8. ASSIGNMENT: This contract, together with all rights, liabilities and obligating arising there under, may be assigned wholly or in part by Seller to any one or more of the corporations subsidiary to or affiliated with the Seller, without the necessity of prior notice to Buyer.

9. TAXES: The price specified herein does not include the amount of any present or future tax applicable to the sale, manufacture, delivery, use and/or other handling of material hereunder, and any such taxes shall be paid by the Buyer.

10. CHANGES: Seller assumes no responsibility for any changes in the specifications outlines in the original order, unless such changes are confirmed in writing by Buyer and accepted in writing by Seller. Any price variation resulting from such changes shall become effective immediately upon the acceptance of such changes. Seller assumes no responsibility for additional costs which result from changes made by the Buyer in shipping or production schedules, if such changes cause an increase in Seller's cost or in the time of performance of this order, unless such changes are confirmed in writing by the Buyer and accepted in writing by the Seller. Additional costs arising from changes which have not been accepted in writing by the Seller will be claimed against the Buyer. Such claim is to be payable upon presentation.

11. PRICE: The price specified in this contract for any material may be changed by Seller upon ten (10) days written notice to Buyer. In the event Buyer is not willing to accept such change, Buyer shall so notify Seller in writing within seven (7) days from receipt of the notice of the change and that portion of this order to which such price change is applicable shall be deemed canceled unless with seven (7) days from receipt of Buyer's notice, Seller gives written notice of its election to withdraw the proposed change.

12. MATERIALS: If materials or equipment which the Seller is required to furnish the Buyer hereunder become unavailable either temporarily or permanently through causes beyond the control and without the fault of the Seller, then in case of temporary unavailability, the contract time shall be extended by change order for such period of time as the Seller shall be delayed by such unavailability and, in the case of permanent unavailability, the Seller shall be excused from the requirement of furnishing such materials or equipment. The Buyers agrees to pay the Seller any increase in cost between the cost of the materials or equipment which have become permanently unavailable and the cost of the closest substitute which is then reasonably available.

13. EQUIPMENT: Any tools or equipment which Seller constructs or acquires specifically and solely for use on Buyer's order, shall be and remain Seller's property and in Seller's sole possession and control, and any changes made by Seller therefore shall be for the use of such equipment only. When for a person of one (1) year no orders are accepted from Buyer for products to be made with such equipment, Seller may make such disposition thereof as it desires without liability to Buyer. Seller shall have no responsibility for loss or damages to such equipment or any material owned or furnished by Buyer while in Seller's possession. Tool charges designated as estimated will vary in accordance with actual cost.

14. PATENTS: If any material shall be manufactured or sold by Seller to meet Buyer's specifications or requirements , and is not a part of Seller's standard line offered by it to the trade generally in the usual

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course of Seller's business, Buyer agrees to defend, protect and save harmless Seller against all suits at law or in equity from all damage, claims and demands for actual or alleged infringement of any United State or foreign patent and to defend any suits or actions which may be brought against Seller for any alleged infringement because of the manufacture or sale of any such material.

15. POINT OF DELIVERY: Delivery to carrier at point of shipment shall constitute delivery to Buyer and Buyer shall assume all risk for subsequent loss or damage. The fact that in some instances a different "F.O.B." point may be shown on the face hereof, or that all or a part of freight charges may be prepaid, assumed, or allowed by Seller, is for Buyer's convenience only.

16. WAIVERS: No Waiver by Seller or any breach of any provision hereof shall constitute a waiver of any other breach or of such provision. Seller's failure to object to provisions contained in any communication from Buyer shall not be deemed an acceptance of such provisions or as a waiver of the provisions of this contract.

17. CANCELLATION: This contract is subject to cancellation only upon Seller's accepting such cancellation in writing, and the effective date of such cancellation shall be the date of such acceptance. The date of such acceptance notwithstanding, Seller shall have the right to continue the processing of the materials or articles affected to the point at which the processing can be halted with the least inconvenience to the Seller under the circumstances. Payment of cancellation charges shall be made by Buyer upon receipt of statement of same. Cancellation charges shall not exceed the purchase price of the cancelled portion of the contract.

18. CLAIMS: Any course of dealing between the parties to the contrary notwithstanding at Seller's election any claim for breach of warranty, shortage, failure or delay in delivery or otherwise shall be deemed waived by Buyer unless presented in writing to Seller within the specified warranty period in the case of claims of breach of warranty, or within sixty (60) days from date of agreed delivery in case of other claims.

19. Causes of action for breach of this contract shall not be asserted after (1) year from the date said cause of actions accrues, provided that this limitation shall not apply to actions by Seller to recover the purchase price of article sold hereunder

NOTWITHSTANDING ANY INCONSISTENT OR ADDITIONAL TERMS THAT MAY BE EMODIED IN YOUR PURCHASE ORDER, SELLER WILL ACCEPT YOUR ORDER SUBJECT ONLY TO THE TERMS OF THE WRITTEN CONTRACT BETWEEN US UNDER WHICH YOUR ORDER IS PLACED. IF NO SUCH CONTRACT EXISTS SELLER WILL ACCEPT YOUR ORDER ONLY ON THE EXPRESS CONDITION THAT YOU ASSENT TO THE TERMS AND CONDITIONS CONTAINED ABOVE AND ON THE REVERSE SIDE HEREOF; AND YOUR ACCEPTANCE AND RECIPT OF THE GOODS SHIPPED HEREUNDER SHALL CONSTITUTE ASSENT TO SUCH TERMS AND CONDITIONS.

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RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREMONT, NEBRASKA, APPROVING A BASEMENT REMODEL AT THE MUNICIPAL BUILDING WITH CHAD PARR D/B/A PARR CONSTRUCTION & REMODELING

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Fremont, Nebraska, that the following agreement provided as EXHIBIT A be approved.

EXHIBIT "A" ATTACHED

PASSED AND APPROVED THIS 12TH DAY OF APRIL, 2016

_____

Scott Getzschman, Mayor

ATTEST:

_____

Tyler Ficken, City Clerk

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: John Hemschemeyer, Director of Human Resources

DATE: April 6, 2016

SUBJECT: Resolution for Revised Drug and Alcohol Abuse Policy

Recommendation: Approve Resolution

Background: The City of Fremont has a Drug and Alcohol Abuse Policy which governs testing requirements for employees covered under Federal DOT rules who perform covered tasks either as a Commercial Truck Driver or associated with our Natural Gas system and related responsibilities. A recent audit revealed policy deficiencies necessitating a revision of the existing policy. The policy also covers all other employees who are not subject to the DOT rules.

Fiscal Impact: The financial impact is unchanged and currently budgeted for.

Drug and Alcohol Abuse Policy

April, 2016

Introduction

This Policy shall be used for general guidance. In the event that specific information is needed contact the Human Resources Department. Use of illegal drugs is not only dangerous for you but co-workers and the residents of the City of Fremont.

The City of Fremont is responsible for meeting all applicable requirements and procedures of 49 CFR Part 40. The City is responsible for all actions of official, representatives, and agents (including service agents) in carrying out the requirements of the Department of Transportation (DOT) Agency regulations. As such, many sections contained in this policy are for DOT covered positions.

All agreements and arrangements, written or unwritten between and among the City of Fremont and service agents concerning the implementation of DOT drug and alcohol testing requirements are deemed as a matter of law, to require compliance with all applicable provision of part 40 and DOT drug and alcohol testing regulations. Compliance with these provisions is a material term of all such agreements and arrangements.

Applicability

DOT covered positions

The Alcohol and Drug Abuse policy applies to all employees. However, employees in Department of Transportation (DOT) covered job classifications are subject to additional alcohol and drug testing rules. DOT tests must be completely separate from non-DOT tests in all respects.

1. Employees who are required to possess and maintain a Commercial Driver's License for the performance of their job duties shall be considered a covered employee under the Federal Motor Carrier Safety Administration (FMCSA).
2. Employees who operate, maintain or provide emergency response to the gas distribution and production facilities shall be considered a covered employee under the Pipeline and Hazardous Materials Safety Administrations (PHMSA).

All employees in covered job classifications are subject to drug and alcohol testing required by the U. S. Department of Transportation's (DOT) Alcohol and Drug testing regulations. A list of the covered job classifications can be found within this policy.

Non DOT covered positions

Employees who are not in a DOT covered position are subject to pre-employment, reasonable suspicion, post-accident, and return-to-duty testing. Except for police officers and firefighters covered by a Collective Bargaining Agreement, employees are not subject to random testing. Tests may be performed at a location approved by the City. The City will use discretion in

testing procedures for non-DOT covered positions. For instance EAP will perform evaluations of employees for non-DOT positions whereas a Substance Abuse Professional must evaluate DOT covered employees who fail a test. Also, determinations of when to test post-accident will be at the discretion of supervision following consultation with the Director of Human Resources.

Restriction on Alcohol and Drug Use (all employees)

City of Fremont's Drug and Alcohol Abuse Policy specifically prohibits the following:

1. Use, possession, manufacture, distribution, dispensation or sale of alcohol, illegal drugs or drug paraphernalia while on City of Fremont's property or conducting City of Fremont's business, in City of Fremont's supplied vehicles, or during working hours (including paid or unpaid meal breaks), or in a personal vehicle parked on City of Fremont's property or at a work site.
2. Storing in a locker, desk, vehicle or other repository on City of Fremont's property any alcohol, illegal drugs, drug paraphernalia or any controlled substance which use is unauthorized.
3. Being under the influence of alcohol, an unauthorized controlled substance, or illegal drug on City of Fremont's property or during City of Fremont's business, in City of Fremont's supplied vehicles, or during working hours (including paid or unpaid meal breaks).
4. Being under the influence is defined as:
   a. Alcohol: Having an alcohol concentration of 0.02 or greater
   b. Drug: Testing positive at a specified Ng/ml level for an unauthorized controlled substance or illegal drug
5. Possession, use, manufacture, distribution, dispensation, or sale of alcohol or illegal drugs off company property that adversely affects the employees work performance, the employee's own safety or the safety of others at work, the safety of City of Fremont's customers, or the regard and reputation of the City of Fremont in the community.
6. Using alcohol anytime during the period an employee is in a paid on-call capacity.
7. Switching or adulterating any urine sample submitted for testing.
8. Refusing to consent to testing or refusing to submit a sample for testing when requested to do so by management.
9. Refusing to submit to an inspection when required to do so by management.
10. Failing to adhere to the requirements of any alcohol or drug treatment or counseling program in which the employee is enrolled.
11. Conviction under any criminal drug statute.
12. Failure to make available for inspection the original container for prescribed medicine.
13. Refusal to complete documents required for drug testing including a consent form prior to testing.
14. Refusal to complete the Toxicology Chain of Custody Form after the submission of a urine specimen.

15. A supervisor having actual knowledge of an employee being under the influence of alcohol, unauthorized controlled substance or illegal drugs allowing the employee to continue working.

Alcohol and Drug Testing

Drug Testing:

Types of Drugs tested for the City of Fremont
All DOT drug testing conducted for the City of Fremont shall comply with all Federal Drug testing requirements. Under these regulations, drug testing is specifically limited to the detection of the following controlled substances:

a. Marijuana (THC)
b. Opiates
c. Cocaine
d. Amphetamines
e. Phencyclidine (PCP)

All non-DOT drug tests will be completed use a commercially available kit and shall be administered by a vendor selected by the city.

Pre-employment Drug Testing:
The City of Fremont requires that every newly hired employee be free of substance abuse. Each offer of employment shall be conditioned upon the passing of a test for the presence of drugs. Applicants for employment shall be required to sign a "Drug Screen Notice and Release" form prior to being tested. Drug testing shall conform to Federal and State regulations.

The City of Fremont shall not hire any applicant who fails to pass the pre-employment drug test. This includes all regular full and part-time employees and temporary employees.

All newly hired employees in DOT covered positions or current employees being transferred from a non-covered into a covered position shall be tested. Applicants shall be afforded the opportunity to list all prescription and non-prescription drugs they may have used within the preceding thirty days and to explain the circumstances surrounding the use of such drugs. (This opportunity shall be afforded to the applicant in the event that the sample has been determined, by the City of Fremont's designated laboratory, to be positive and shall be used by the Medical Review Officer in making the determination as to whether the test results are positive under this policy and procedure).

In addition, the City of Fremont will request the following information from DOT-regulated employers who have employed the employee during any period during the two years before the date of the employee's application or transfer.

a. Alcohol tests with a result of .04 or higher concentration
b. Verified positive drug tests
c. Refusals to be tested (including verified adulterated or substituted drug test results)
d. Other violations of DOT agency drug and alcohol testing regulations.
e. With respect to any employee who violated a DOT drug and alcohol regulation, documentation of the employee's successful completion of DOT return-to-duty requirements (including follow-up tests). If the previous employer does not have information about the return-to-duty process the city shall seek this information from the employee.

The information obtained from a previous employer should include any drug or alcohol test information obtained from previous employers under this section or other applicable DOT agency regulations. If feasible the city will obtain this information with-in 30 days from the date the employee first performs safety-sensitive functions. If the City fails to obtain or make a documented good faith effort to obtain the records the employee shall not be permitted to perform such functions.

If the information shows the employee has violated a DOT drug and alcohol regulation the employee must not be allowed to perform safety sensitive duties until we have received information that the employee has complied with return-to-duty requirements of the regulations.

The employee will be asked if he or she has tested positive, or refused to test, on any pre-employment test for an employer to which the employee has applied for , but did not obtain, safety sensitive transportation work covered by DOT agency drug and alcohol testing rules during the past 2 years. If the employee admits such activity, the city will not use the employee to perform safety sensitive functions until and unless the employee documents successful completion of the return-to-duty process. The City reserves the right to rescind the offer of employment or promotion in this situation.

The certified laboratory shall send positive test results directly to the City of Fremont's Medical Review Officer. The Medical Review Officer shall be the sole determiner of whether the positive test results are due to illegal drug or substance use. Request for a second confirmatory test from an applicant shall be made to the Medical Review Officer.

Post-accident Drug Testing: (all employees)

<u>All employees:</u>
The City of Fremont shall promptly determine if the covered employee's performance contributed to the "accident" or cannot be completely discounted as a contributing

factor to the accident. Each of these covered employees shall be drug tested as soon as possible but not later than thirty-two (32) hours after the accident. The City of Fremont shall take all reasonable steps to obtain a urine specimen from an employee after an accident but an injury shall be treated first.

Post-Accident for PHMSA

PHMSA defines *Accident* as such: an incident reportable under part 191 of this chapter involving gas pipeline facilities or LNG facilities, or an accident reportable under 195 of this chapter involving hazardous liquid pipeline facilities.

Alcohol tests required; The City shall conduct the following types of alcohol tests for the presence of alcohol:

(a) Post-accident- (1) As soon as practicable following an accident, The City shall test each surviving covered employee for alcohol if that employee's performance of a covered function either contributed to the accident of cannot be completely discounted as a contributing factor to the accident. The decision not to administer a test under this section shall be based on The City determination, using the best available information at the time of the determination that the covered employee's performance could not have contributed to the accident.

If a test required by this section is not administered within 2 hours following the accident, The City shall prepare and maintain on file a record promptly administered. If a test required by paragraph (a) is not administered within 8 hours following the accident, The City shall cease attempts to administer an alcohol test and shall state in the record the reasons for not administering the test.

(3) A covered employee who is subject to post-accident testing who fails to remain readily available for such testing, including notifying the operator or operator representative of his/her location if he/she leaves the scene of the accident prior to submission to such test, may be deemed by the operator to have refused to submit to testing. Nothing in this section shall be construed to require the delay of necessary medical attention for injured people following an accident or to prohibit a covered employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident or to obtain necessary emergency medical care.

Post-accident testing for FMCSA.

(a) Supervisors shall contact The Director of Human Resources upon notification of an accident as soon practicable following an occurrence involving a commercial motor vehicle operating on a public road in commerce, The City shall test for alcohol for each of its surviving drivers:

1) Who was performing safety-sensitive functions with respect to the vehicle, if the accident involved the loss of human life; or
2) Who receives a citation within 8 hours of the occurrence under State or local law for a moving traffic violation arising from the accident, if the accident involved:
    a. Bodily injury to any person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident; or

b. One or more motor vehicles incurring disabling damage as a result of the accident, requiring the motor vehicle to be transported away from the scene by a tow truck or other motor vehicle.

(b) As soon as practicable following an occurrence involving a commercial motor vehicle operating on a public road in commerce, The City shall test for controlled substances for each of its surviving drivers:

1) Who was performing safety-sensitive functions with respect to the vehicle, if the accident involved the loss of human life; or

2) Who receives a citation within thirty-two hours of the occurrence under State or local law for a moving traffic violation arising from the accident, if the accident involved:

a. Bodily injury to any person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident; or

b. One or more motor vehicles incurring disabling damage as a result of the accident requiring the motor vehicle to be transported away from the scene by a tow truck or other motor vehicle.

c. The following table notes when a post-accident test is required to be conducted by paragraphs (a)(1), (a)(2), (b)(1) and (b)(2) of this section:

Type of accident involved	**Citation issued to the CMV driver**	**Test must be performed by employer**
i. Human fatality	Yes ●No	Yes ●Yes
ii. Bodily injury with immediate medical treatment away from the scene	Yes ●No	Yes ●No
iii. Disabling damage to any motor vehicle requiring tow away	Yes ●No	Yes ●No

d(1) ***Alcohol test.*** If a test required by this section is not administered within two hours following the accident, the supervisor shall prepare and forward to Human Resources a record stating the reasons the test was not promptly administered. If a test required by this section is not administered within eight hours following the accident, The City shall cease attempts to administer an alcohol test and shall prepare and maintain the same record. Records shall be submitted to the FMCSA upon request.

(2) ***Controlled substance tests.*** If a test required by this section is not administered within 32 hours following the accident, the supervisor shall cease attempts to administer a controlled substances test, and prepare and forward to Human

Resources a record stating the reasons the test was not promptly administered. Records shall be submitted to the FMCSA upon request.

(e) A driver who is subject to post-accident testing shall remain readily available for such testing or may be deemed by The City to have refused to submit to testing. Nothing in this section shall be construed to require the delay of necessary medical attention for injured people following an accident or to prohibit a driver from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident, or to obtain necessary emergency medical care.

(f) The City shall provide drivers with necessary post-accident information, procedures and instructions, prior to the driver operating a commercial motor vehicle, so that drivers will be able to comply with the requirements of this section.

(g)(1) The results of a breath or blood test for the use of alcohol, conducted by Federal, State, or local officials having independent authority for the test, shall be considered to meet the requirements of this section, provided such tests conform to the applicable Federal, State or local alcohol testing requirements, and that the results of the tests are obtained by the employer.

(2) The results of a urine test for the use of controlled substances, conducted by Federal, State, or local officials having independent authority for the test, shall be considered to meet the requirements of this section, provided such tests conform to the applicable Federal, State or local controlled substances testing requirements, and that the results or the tests are obtained by the employer.

Post-Accident Drug tests: (all employees)

If a controlled substance test is not administered within thirty-two (32) hours following the accident, attempts to have a controlled substance test administered shall cease, and a record stating the reasons the test was not promptly administered shall be prepared and maintained on file.

a. A covered employee who is subject to post-accident testing is required to remain readily available for such testing or shall be deemed to have refused to submit to testing. (Nothing in this section shall be construed to require the delay of necessary medical attention for any injured person following an accident or to prohibit an employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident, or to obtain necessary emergency medical care).
b. The results of urine tests for the use of controlled substances, conducted by Federal, State or Local officials having legal authority to conduct such tests shall be considered as having met the requirements of this procedure. (Provided that the tests conform to applicable Federal, State or Local requirements and that the results of the tests are obtained by the City of Fremont).

Random Drug Testing: (Employees in FMCSA and PHMSA covered jobs)
The primary purposes of random testing are to deter prohibited drug use and to ensure a drug fee workforce. DOT regulations require that a covered employee shall be subject to drug testing on an unannounced and random basis.

a. The minimum annual percentage rate for random controlled substance testing shall be 50% of the average number of covered employees under FMCSA and 25% of the average number of covered employees under PHMSA. (These percentages may be adjusted from time to time by the DOT)
b. Covered employees remain in the random selection pool at all times, regardless of whether or not they have been previously selected for testing.
c. Covered employees shall be selected for testing by using a computer based random number generator or equivalent random selection method.
d. All random tests shall be unannounced. Covered employees shall be notified that they have been selected for testing after they have reported for duty on the day of collection.
e. Covered employees shall be selected for random testing based on the number of covered employees at the time and the necessary testing rate.
f. Random drug testing shall be conducted on different days of the week throughout the annual cycle to prevent employees from matching their drug use patterns to the schedule for testing.

Steps for Random Drug Testing: (DOT & Police & Fire)

a. The Drug Plan Manager (Director of Human Resources or designee), on a pre-determined date, shall use the random selection procedures to compile a list of covered employees selected for random testing during that testing cycle.
b. The Drug Plan Manager (or designee) shall ensure that the list of employee identification numbers shall identify the correct employees who are to be randomly tested during the testing cycle.
c. The employee shall be notified of the selection for random testing by their supervisor or another employee if the supervisor is not available after they have reported for duty.
    - The list of employees to be tested shall be provided to the appropriate supervisor.
    - The DPM (or designee) shall retain the list of employees selected in a secure location.
    - A supervisor or another authorized employee may escort the employee to the testing location.

Reasonable Suspicion Drug Testing: (All employees)
Reasonable suspicion testing is designed to provide management with a tool (in conjunction with supervisor training on the signs and symptoms of drug use) to identify drug affected employees who may pose a danger to themselves and others in their job performance. Employees may be at work in a condition that raises concern regarding

their safety or productivity. Supervisors shall then make a decision as to whether there is reasonable cause to believe an employee is using or has used a prohibited substance.

a. The City of Fremont's determination that reasonable suspicion exists to require the employee to undergo controlled substance test, shall be based on specific, contemporaneous physical, behavioral, or performance indicators of probable drug use. At least two of the employee's supervisors, one of whom is trained (according to the requirements of DOT) in detection of the possible symptoms of drug use, shall substantiate and concur in the decision to test an employee. (Another management employee may be substituted for a supervisor). The concurrence by both supervisors can be accomplished by phone or by having another supervisor travel to the job site, if only one supervisor is available at the particular job site.
b. In making a determination of reasonable suspicion, the factors to be considered include, but are not limited to the following:
    - Adequately documented pattern of unsatisfactory work performance, for which no apparent non-impairment related reason exists, or a change in an employee's prior pattern of work performance, especially where there is some evidence of drug relation behavior on or off the work site.
    - Physical signs and symptoms consistent with substance abuse.
    - Evidence of illegal substance use, possession, sale, or delivery while on duty.
    - Occurrence of a serious or potentially serious accident that may have been caused by human error or flagrant violations of established safety, security or other operational procedures.

Return-to-Duty Drug Testing: (All Employees)

An employee who refuses to take or has a positive drug test may not return to duty until the employee passes a return-to-duty drug test, has a face-to-face evaluation and is released by a substance abuse professional (SAP), or EAP for non-DOT employees, and signs a Chemical Dependency Rehabilitation Agreement. If an employee tests positive on a return-to-duty test it shall be considered a second positive test under the City of Fremont's Drug and Alcohol Program.

All DOT return-to-duty drug testing shall be conducted under direct observation of the urine specimen collector.

Follow-up Drug Testing: (All Employees)

An employee who refuses to take or has a positive drug test shall be subject to unannounced follow-up drug testing following the employee's return to duty. The number and frequency of such follow-up testing shall be determined by the SAP but shall consist of at least six (6) tests in the first twelve (12) months following the employee's return to duty. In addition, follow-up testing may include testing for alcohol as directed by the SAP, to be performed in accordance with 49 CFR part 40. Follow-up testing shall not exceed sixty (60) months from the date of the employee's return to duty. The SAP may terminate the requirement for follow-up testing at any time after

the first six (6) tests have been administered. Follow-up testing for Non-DOT will be determined by EAP.

All follow-up DOT Drug testing shall be conducted under Direct Observation of the Urine Specimen Collector.

ALCOHOL TESTING

Alcohol Testing shall be conducted only by a person who has been specifically trained to operate the Breathe Alcohol Testing device and who is specifically authorized to do so:

1. Post-Accident Alcohol Test: (Employees in FMCSA and PHMSA covered jobs)
2. As soon as practicable following an accident, the City of Fremont shall test each covered employee for alcohol if that covered employee's performance of his or her duties contributed to the accident or could not be completely discounted as a contributing factor to the accident. The decision not to administer a test under these circumstances shall be based upon the City of Fremont's determination using the best available information at the time of the determination that the covered employee's performance could not be completely discounted as a contributing factor to the accident.
3. If a decision has been made to administer an alcohol test, the covered employee shall be required to submit to the alcohol test within two (2) hours of the accident. If a test is not administered within two (2) hours, the City of Fremont shall prepare and maintain on file a record stating why the test was not administered. If a test is not administered within eight (8) hours following the accident, attempts to administer the test shall cease and a reason for not administering the test shall be noted and maintained on file.
4. A covered employee who is subject to post-accident testing who fails to remain readily available for such testing, including notifying his or her supervisor (or accident investigators) of his or her location if he or she leaves the scene of the accident prior to submission to such test, shall be deemed by the City of Fremont to have refused to submit for testing and shall be subject to disciplinary action up to and including a recommendation for termination.
5. The covered employee shall remain available for alcohol testing and may not consume any alcohol for eight (8) hours following the accident or until the alcohol test has been conducted. Notwithstanding the previous statement, a covered employee shall not be prohibited from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident or to obtain emergency medical care whenever necessary.
6. Pre-duty use:
   The city of Fremont prohibits a covered employee from using alcohol within 4 hours prior to performing covered functions, or, if an employee is called to duty to respond to an emergency, within the time period after the employee has been notified to report for duty. No employee having actual knowledge that a covered employee has used alcohol with 4 hours prior to performing covered function s or within the time period after the

employee has been notified to report for duty shall permit that covered employee to perform or continue to perform covered functions.

7. Random Alcohol Testing (Employees covered under FMCSA only):
   The primary purpose of random alcohol testing is to deter prohibited alcohol use and to insure an alcohol free workforce. DOT regulations require that covered employees shall be subject to alcohol testing on an unannounced and random basis.
   a. The minimum annual percentage rate for random controlled substance testing shall be ten percent (10) of the average number of covered employees. (this percentage is subject to change by the DOT)
   b. Covered employees remain in the random selection pool at all times, regardless of whether or not they have been previously selected for testing.
   c. Covered employees shall be selected for testing by using a computer-based random number generator or equivalent random selection method.
   d. All random tests shall be unannounced. Covered employees shall be notified that they have been selected for testing after they have reported for duty on the day of testing.
   e. Random alcohol testing shall be conducted on different days of the week throughout the annual cycle to prevent covered employees from matching their alcohol use patterns to the schedule testing.
8. Steps for random alcohol testing:
   a. The Alcohol Program Manager (Director of Human Resources or designee), on a pre-determined date, shall use the random selection procedures to compile a list of covered employees selected for random testing during that testing cycle.
   b. The APM (or designee) shall ensure that the list covered employees to be randomly tested during the testing cycle is accurate.
   c. The covered employee shall be notified of the selection for random testing by their supervisor after they have reported for duty.
   d. The employee shall be instructed to report immediately for the administration of the test. Testing may be administered at the job site.
   e. The APM (or designee) shall retain the list of covered employees selected in a secure location.
9. Reasonable Suspicion Alcohol Testing: (All Employees)
   Reasonable suspicion testing is designed to provide the City of Fremont with a tool (in conjunction with supervisor training on the signs and symptoms of alcohol misuse) to identify alcohol affected employees who may pose a danger to themselves and others in their job performance. Employees may be at work in a condition that raises concern regarding their safety or productivity. Supervisors shall then make a decision as to whether there is reasonable suspicion to believe an employee is using or has used alcohol.
   The City of Fremont's determination that reasonable suspicion exists to require an employee to undergo an alcohol test shall be based upon specific, cotemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the employee. The required observations shall be made by a supervisor who has received at least (60) minutes of training in detecting the symptoms of alcohol misuse.

a. The supervisor's observation shall be made just before, during, or just after the employee is performing their job duties.
b. This supervisor who makes the determination that reasonable suspicion exists shall not conduct the breath alcohol test on the employee.
c. In making a determination of reasonable suspicion, the factors to be considered include, but are not limited to the following:
   - Adequately documented pattern of unsatisfactory work performance, for which no apparent non-impairment related reason exists, or a change in an employee's prior pattern of work performance, especially where there is some evidence of alcohol relation behavior on or off the work site.
   - Physical signs and symptoms consistent with alcohol abuse.
   - Evidence of prohibited alcohol use, possession, sale, or delivery while on duty.
   - Occurrence of a serious or potentially serious accident that may have been caused by human error or flagrant violations of established safety, security or other operational procedures.
   - If a reasonable suspicion test is not administered within two (2) hours following the determination, the supervisor shall prepare and maintain on file a record stating that reasons the test was not promptly administered. If a test is not administered within eight (8) hours of the determination, the supervisor shall cease attempts to administer the test and shall state in the record the reason for not administering the tests.
   - Notwithstanding the absence of reasonable suspicion alcohol testing under this requirement, the City of Fremont shall not permit an employee to report for duty or remain on duty while the employee is under the influence of or impaired by alcohol, as shown by the behavioral, speech, or performance indicators of alcohol misuse, nor shall a supervisor permit the employee to perform or continue to perform functions until:
     -An alcohol test is administered and the employees alcohol concentration measures less than .02 or
     -The start of the employee's next regular scheduled duty period following the determination that there is reasonable suspicion to believe that the employee has violated the prohibitions and restrictions against alcohol use contained in this policy and procedure.
   - Except as provided for under this requirement, no supervisor shall take any action under this part of this policy and procedure against an employee based solely on the employee's behavior and appearance in the absence of an alcohol test. This does not prevent the supervisor from taking action based on other policies and procedures of the City of Fremont related to work performance or alcohol use or action otherwise consistent with local and/or state laws.

10. Return-to-Duty Alcohol Testing: (All Employees)
    a. If the substance abuse professional makes a determination that some form of evaluation and/or treatment is required then the employee shall comply with the recommended provisions in order to be considered eligible to return-to-duty.

b. The City of Fremont shall ensure that before an employee may return-to-duty after engaging in prohibited conduct that the employee has undergone a return-to-duty alcohol test with a result indicating an alcohol concentration of less than 0.02.

11. Follow-up Alcohol Testing: (All Employees)
    a. Following the determination that an employee is in need of assistance in resolving problems associated with alcohol misuse, the employee shall be subject to unannounced follow-up alcohol testing as directed by a substance abuse professional. An employee who returns to duty shall be subject to a reasonable program of follow-up alcohol testing, without prior notice, for up to sixty (60) months after his or her return to duty.
    b. The employee shall be subjected to, at least six (6), unannounced alcohol follow-up tests during the first twelve (12) months following his or her return to duty. The substance abuse professional may terminate the requirement of follow-up testing at any time after the initial six (6) tests have been completed, if the substance professional makes the determination that such testing is no longer warranted.
    c. The City of Fremont may require an employee to submit to drug follow-up testing when the substance abuse professional has reason to suspect drug involvement. If follow-up drug testing is required they shall be conducted under direct observation of the collector or observer.
    d. Follow-up testing shall be conducted just before the employee is to perform, while an employee is performing or just after the employee has ceased performing their job duties.
12. Provisions governing retesting of (FMCSA and PHMSA) covered employees:
    a. An employee tested and found to have an alcohol concentration of 0.02 or greater but less than 0.04 shall not be permitted to perform or continue to perform their job duties until:
    b. The employee's alcohol concentration measures less than 0.02 in another alcohol test administered in compliance with this plan; or
    c. The start of the employee's next regularly scheduled duty period, but not less than:
        - Eight (8) hours (for non DOT covered employees and employees covered under PHMSA) or,
        - Twenty four (24) hours (for employees covered under FMCSA)
13. A covered employee is entitled, upon written request, to obtain copies of any records pertaining to the employee's use of alcohol, including any records pertaining to his or her alcohol tests. The City shall promptly provide the records requested by the employee. Access to an employee's records shall not be contingent upon payment for records other than those specifically requested.

Use of Employee who fails or Refuses Submit to a Required Drug Test

1. Compliance with this drug-testing plan is a condition of employment. Refusal to take a required drug test or failure of a drug test shall result in the removal from job duties. Additional disciplinary action up to and including termination may result.
2. The City of Fremont shall not allow an employee to perform their job duties if that employee:
   a. Fails a drug test as verified by the Medical Review Officer (MRO) for DOT or testing facility for non-DOT; or
   b. Refuses to take a drug test required by this plan.
3. Requirements for return-to-duty: An employee shall be allowed to return to their job duties, provided they first:
   a. Have been evaluated face-to-face by a Substance Abuse Professional (SAP), properly followed any recommendations for drug misuse assistance, and have been released by the SAP for a return-to-duty test, (NOTE: Non-DOT will be evaluated by EAP)
   b. Pass a return-to-duty test, and
   c. Sign a Chemical Dependency Rehabilitation Agreement.

Refusal to Submit to a Required Alcohol Test
Employees are required to submit to an alcohol test under the conditions stated in this summary. Any employee who refuses to submit to an alcohol test required for post-accident, random, reasonable suspicion, or follow-up drug testing under these requirements would not be allowed to continue or return to their job duties.

City of Fremont Requirement: Furthermore, employees who refuse to submit to a required alcohol test shall be subject to disciplinary action up to and including recommendation for termination.

Alcohol and Drug Use Policy and Procedure Violations
An employee who has engaged in prohibited conduct as described in the Drug and Alcohol Program shall not be permitted to perform or continue to perform job duties.

City of Fremont Requirement: The City of Fremont's Drug and Alcohol Program shall generally take a positive approach as long as employees cooperate with the program. Non probationary employees who are found to be in violation of the policy through testing or other means shall generally be referred for a substance abuse evaluation with a Substance Abuse Professional. If treatment is recommended, the employee shall be required to successfully complete substance abuse treatment. If the employee fails to successfully complete the program or is later found to be again in violation of the policy, he or she shall be disciplined. The disciplinary action may include termination. A probationary employee who is found to be in violation of this policy through testing or other means shall be terminated.

The Drug and Alcohol Program recognize a wide spectrum of potential violations including such extremely serious ones as the use, possession, sale or distribution of drugs, while on City of Fremont's property or on a City's worksite, being under the influence of drugs while performing job duties and far less serious violations such as an employee's failure to advise the City of Fremont that he or she is taking medication which might affect their safety or other aspects of

performance. Therefore necessary corrective actions, including a recommendation for termination, may be undertaken based on the seriousness of the violation.

Employees found to be in violation of this policy shall be dealt with in the following manner:

1. **City of Fremont Requirement:** All instances of suspected violations of the policies and procedures of the Drug and Alcohol Program shall be immediately and fully investigated. Following such an investigation, employees who are found to be in violation of the policies, procedures and requirements of the program shall become subject to immediate disciplinary action. The extent and severity of the disciplinary action shall be based upon the nature of the policy, procedure, and rule or requirement violation. Such action may extend, for a first offense, up to and including a recommendation for termination.
2. **City of Fremont Requirement:** Due to the potential serious nature of the violations of this policy, the following disciplinary and corrective guidelines have been developed.

Drug use Violations:

1. Any current employee who fails the initial drug test prior to entry in to a covered position of job classification shall be prohibited from assuming the duties of the position or job classification and shall be immediately referred to the Employee Assistance Program for evaluation. After completing this step, the employee shall be referred by the Employee Assistant Program to a Substance Abuse Professional for further evaluation and who shall recommend treatment or rehabilitation.
   a. The employee shall be required to sign a release form which with the Substance Abuse Professional so that the results of the evaluation and the recommendation for treatment or rehabilitation can be conveyed to the City of Fremont.
   b. Failure to comply with this procedure shall constitute insubordination and the employee shall be placed on an unpaid disciplinary suspension status until such time as he or she complies with the requirement of this procedure.
   c. In the event that the employee does not comply with the recommendations for treatment or rehabilitation program after having been disciplines for insubordination he or she shall be recommended for termination.
2. Any employee who fails a random drug test shall be immediately removed from their job duties and prohibited from assuming their job duties. The employee shall be referred to the Employee Assistance Program for evaluation. After completing this step, the employee shall be referred by the Employee Assistance Program to a Substance Abuse Professional for further evaluation and who shall recommend treatment or rehabilitation.
   a. The employee shall be required to sign a release form with the substance abuse professional so that the results of the evaluation and the recommendation for treatment or rehabilitation can be conveyed to the City of Fremont.

   b. Failure to comply with this procedure shall constitute insubordination and the employee shall be placed on an unpaid disciplinary suspension until such time as he or she complies with the requirements.
   c. In the event that the employee does not comply with the treatment or rehabilitation program after having been disciplined for insubordination, he or she shall be recommended for termination.
3. Any employee who fails any drug test required by the City of Fremont after having once failed a test and been afforded the opportunity for treatment or rehabilitation shall be recommended for termination. This would include any follow-up testing or a return to duty test.
4. Any employee who fails to comply with the treatment or rehabilitation program recommended by the SAP shall be in violation of this policy and such violation shall constitute insubordination.
   a. The employee shall be placed on an unpaid disciplinary suspension (if actively employed at the time) until such time as he or she resumes the treatment or rehabilitation program.
   b. In the event that the employee is on leave for the purpose of completing the treatment or rehabilitation program, all sick leave benefits (if any) shall be suspended until such time as the treatment program is resumed.
   c. In the event that the employee does not comply with the recommended treatment or rehabilitation program after having been disciplined for insubordination, he or she shall be recommended for termination.
5. Any employee who tests positive for substance abuse while undergoing City of Fremont related counseling and treatment for substance abuse, or who tests positive on a periodic unannounced test for substance abuse during the sixty (60) month period following the completion of rehabilitation program shall be recommended for termination.
6. Any employee who is found to be in possession of a controlled substance, or illegal drug on City of Fremont property (including having such substances in a locker, desk, personal vehicle on City of Fremont's property or at a City of Fremont's worksite) or is found to be distributing, selling or manufacturing controlled substances or drugs on City of Fremont's property or at City of Fremont work sites shall be recommended for termination.
7. Any employee who is subject to the drug testing requirements of this policy and refuses to comply with these provisions and requirements shall be in violation of this policy. Such violations shall constitute insubordination and shall result in a minimum unpaid disciplinary suspension of sixty (60) days. The employee shall be prohibited from returning to their job duties until such time as he or she successfully completes a drug test and has been evaluated by the City of Fremont's EAP, the City of Fremont's Substance Abuse Professional and successfully completes a return-to-duty drug test.

Re-testing of Samples: (DOT)

1. If the Medical Review Officer (MRO) determines there is no legitimate medical explanation for a confirmed positive test result other than the unauthorized use of a

prohibited drug, and if timely additional testing is requested by the employee according to DOT procedures, the split specimen shall be tested.

2. An employee/applicant may request verbally or in writing to the MRO a retest of the sample within seventy-two (72) hours of notification of a positive test result from the MRO.
3. The employee may specify that the specimen be re-tested by the original laboratory or sent to another certified laboratory. The employee may be required to pay in advance for the cost of the shipment and reanalysis of the sample. The employee shall be reimbursed for the costs incurred in the reanalysis if the retest of the specimen is negative. If the employee requests a retest at a second laboratory, then the original laboratory shall follow the approved chain-of-custody procedures in transferring a portion of the specimen. However if the employee is unwilling or unable to pay for cost of testing the split specimen The City will pay the cost.
4. Detection levels. Because some analysis deteriorate or are lost during freezing and/or storage, quantitation for a retest is not subject to a specific cutoff requirement but shall provide data sufficient to confirm the presence of the drug or metabolites.

Alcohol Use Violations:

1. On duty use or possession of alcohol (as defined in this policy and procedure) on City of Fremont property or during an employees scheduled working hours shall result in a suspension and may result in termination. If not terminated, the employee may be referred to the City of Fremont EAP for evaluation who may then refer the employee to a SAP for further assessment which may result in the employee being required to complete any recommended treatment and rehabilitation.
2. If an employee refuses to take an alcohol test or to provide adequate breath for alcohol testing without a valid medical explanation after he or she has received notice of the requirement to be tested in accordance with the requirements of this policy and procedure (or who has engaged in conduct that clearly obstructs the testing procedure) he or she shall be suspended and may be recommended for termination.
3. A covered employee who has an alcohol test administered immediately before, during or immediately following a scheduled work day or shift (or while on standby) and the alcohol concentration is greater than 0.02 but less than 0.04, shall not be permitted to perform or continue to perform the duties of a covered job classification. He or she shall not be permitted to resume the duties of a covered job classification until the covered employee has:
   a. An alcohol test administered and the covered employee's alcohol concentration measures less than 0.02; or
   b. The start of the covered employee's next regularly scheduled duty period:
      - Eight (8) hours (for employees covered under PHMSA) or,
      - Twenty four (24) hours (for employees covered under FMCSA)
4. A covered employee who has tested for alcohol in a concentration of <u>0.02 or greater, but less than 0.04,</u> immediately before, during or immediately following a scheduled work day or shift (or while on stand-by) on a second occurrence shall be removed from performing the covered function and shall be suspended without pay or a period of not

less than (5) working days. The covered employee shall also be referred to a Substance Abuse Professional and shall be required to complete any recommended treatment. The covered employee shall not be permitted to return to work in a covered job classification until such return is approved by a Substance Abuse Professional and he/she passes a return-to-duty test. In the event that the covered employee again tests for alcohol in a concentration of 0.02 or greater, but less than 0.04 before, during or immediately following a scheduled work day or shift, the covered employee shall be suspended without pay and recommended for termination.

5. An employee who has an alcohol test administered immediately before, during or immediately following a scheduled work shift (or while on stand-by) and the alcohol concentrations is <u>greater than 0.04</u> shall not be permitted to perform or continue to perform their job duties. He or she shall not be permitted to resume their job duties until the employee has:
   a. Provided a test result with an alcohol concentration measuring less than 0.02 in accordance with a return-to-duty test.
   b. Satisfactorily completed an assessment by a substance abuse professional and, if required, completed or substantially completed treatment prescribed by the SAP.
   c. Agreed to unannounced follow-up alcohol tests administered by the City of Fremont following the employee's return to duty. The number and frequency of such follow-up testing shall be determined by the SAP, but shall consist of at least six (6) tests in the first twelve (12) months following the employee's return to duty. In addition, follow-up testing may include testing for drugs, as directed by the SAP. Follow-up testing shall not exceed sixty (60) months from the date of the employee's return to duty. The SAP may terminate the requirements for follow-up testing at any time after the first six (6) tests have been administered if the SAP determines that such testing is no longer necessary.
6. An employee who has tested for alcohol in a concentration of 0.04 or greater immediately before, during, or immediately following any scheduled work day or shift (or while on stand-by or for a return to duty test following a first failure) for a second time shall be suspended pending for termination.
7. If an employee refuses to report for an assessment, evaluation, and/or treatment and rehabilitation with a city of Fremont's designated substance abuse professional he or she shall be immediately suspended. In the event that the employee is already under suspension for a violation of this policy, the suspension shall be continued indefinitely or the employee may be recommended for termination. If the employee is already receiving sick pay benefits as part of treatment under the policy, sick pay shall be suspended indefinitely.
8. If an employee, after assessment, is referred for rehabilitation and the employee refuses to enter or successfully complete the rehabilitation, the employee shall be suspended the recommended for termination.
9. **City of Fremont Requirement:** Any employee who is not on an on-call status and is called from home (or some other non-City of Fremont facility) to report to work for an emergency and is found through alcohol testing to have an alcohol concentration of

0.02 or greater shall be disqualified from emergency work and sent home as soon as is practicable.

10. Except as provided for above (under this subsection) the City of Fremont shall take no action against an employee based solely on test results showing an alcohol concentration less than 0.04. This does not prohibit the City of Fremont from taking action that is independent of these DOT required policies and procedures (as indicated by provisions that are designated to be a "City of Fremont Requirement" that are consistent with the City of Fremont's other policies and procedures.

Alcohol and its effects:

1. Warning Signs of Alcoholism:
   a. Increased difficulty at home, conflicts, absences, disappearances
   b. Difficulty dealing with coworkers, withdrawn
   c. Unexplained absences at work
   d. Alteration in lifestyle to accommodate alcohol use
   e. Frequent illnesses
   f. Legal and financial troubles (DUIS's, lawsuits debts)
   g. Continued use of alcohol with elaborate justification for need
2. What is Alcohol?
   a. Alcohol is a drug
   b. Alcohol is initially acts as a stimulant
   c. Alcohol's overall effect is a sedative
   d. Alcohol affects the brain cells, slowing the body's chemical responses
   e. Effects can vary from person to person
   f. The higher the breath alcohol content (BrAC), the more pronounced the effects of alcohol
3. Effects of Alcohol:
   a. Health Effects
      - Liver Damage
      - Pancreatitis
      - Ulcers
      - Heart Attack and Stroke
      - Brain Damage
      - Birth Defects
   b. Social Issues
      - Account for 2/3 of all homicides
      - Up to 3% of all drivers are legally drunk
      - Alcoholics are 15 times more likely to commit suicide
   c. Workplace Issues
      - Safety

        - Not “fit for duty”
    d. Physical Signs of Alcohol Intoxication
        - Clumsiness, staggering, unstable gait
        - Poor Coordination
        - Bloodshot eyes
        - Odor of alcohol on breath
        - Exaggerated emotion: excitement, belligerent, remorseful
        - Poor personal grooming
        - Flushed complexion, sweating

Drugs and their effects

1. Warning signs of substance abuse:
    a. Excessive absences and/or tardiness
    b. Frequent requests for time off
    c. Numerous accidents without explanation
    d. Noticeable increase in insurance claims, particularly for non-job injuries
    e. Declining work performance
    f. Secretive behavior
    g. Drastic weight changes
    h. Bloodshot eyes – wearing sunglasses
    i. Deterioration in personal grooming – wearing long sleeved shirts at inappropriate times
2. Signs & Symptoms of Marijuana Use:
    a. Reddened eyes
    b. Slowed speech
    c. Odor
    d. Chronic fatigue
    e. Cough, sore throat
    f. “I don’t care” attitude
    g. Distorted perception of time
    h. confusion
3. Effects of Marijuana:
    a. Driving ability impaired for 4-6 hours after 1 joint
    b. Impaired signal detection (ability to detect a bright flash of light)
    c. Impaired tracking (ability to follow moving object with eyes)
    d. Impaired visual distance measurements
4. Signs & Symptoms of Cocaine use:
    a. Financial problems
    b. Frequent/extended absences for work
    c. Increased physical activity and fatigue
    d. Wide mood swings
    e. Anxiety and agitation

   f. Runny and irritated nose, repeated sniffling, nosebleeds
   g. Dilated pupils
5. Effects of Cocaine:
   a. Hallucinations
   b. Cocaine alters the brain and gross motor functions affecting reflexes
   c. Impaired visual distance measurements
6. Signs & Symptoms of Opiate Use:
   a. Mood changes
   b. Droopy eyelids
   c. Constricted pupils
   d. Low raspy speech
   e. Impaired Coordination
   f. Depression/apathy
7. Effects of Opiates:
   a. Surge of euphoria
   b. Dry mouth
   c. Heavy extremities
   d. Drowsy state
8. Signs & Symptoms of Amphetamine and Methamphetamine Use:
   a. Dilated pupils
   b. Restlessness, anxiety, distorted thinking
   c. Profuse sweating
   d. Rapid respiration
   e. Exaggerated reflexes, body tremors
   f. Loss of appetite
   g. Confusion, panic, paranoia, hallucinations
   h. Talkativeness
9. Effects of Amphetamine and Methamphetamine:
   a. Hallucinations
   b. Difficult in focusing
   c. Inability to concentrate
10. Signs & Symptoms of PCP Use:
   a. Impaired coordination
   b. Thick, slurred speech
   c. Muscle rigidity
   d. Profuse sweating
   e. Nystagmus (jerky, involuntary eye movements)
   f. Violent, combative behavior
   g. Disoriented to time and environment
   h. Memory Loss
   i. Dizziness
11. Effects of PCP:
   a. Severe disorientation
   b. Routine activities such as driving and walking become very difficult

c. Potential for accidents is high do to extreme mental effects combines with the anesthetic effect on the body.

FMCSA & PHMSA Covered Employees

1. Job Classifications and Positions Covered by this Policy and Procedure:
   As stated above, the City is required to comply with the DOT PHMSA & FMCSA regulations regarding the testing of employees in covered positions or job classifications for controlled substances. The job classifications and positions covered by the mandated Anti-Drug Program shall include all of those that are involved in the operation, maintenance or emergency response to the gas production facilities or the distribution system and those employees required to possess a Commercial Driver's License to perform their duties. As such the following list may be adjusted from time to time to comply with regulations. The City of Fremont as determined that the following job classifications are currently covered by the regulations:

FMCSA tested positions:

Automotive Maintenance Supervisor

Equipment Operator

Equipment Operator – Street

Fuel Handler

Gas Service Worker

Heavy Equipment Mechanic

Line Crew Supervisor – Distribution

Lineworker Apprentice

Lineworker First Class

Maintenance Worker II –

Maintenance Worker III

Park Maintenance Supervisor

Power Plant Maintenance Supervisor

Power Plant Mechanic II

Street Construction Supervisor

Supt. of Public Services

Tree Trimmer I

Tree Trimmer III

Tree Trimming Supv.

Utility Equipment Mechanic

Utility Maintenance Worker II

Water/Sewer Service Worker I & II

Wastewater Treatment Mechanic I & II and Lab Tech

Water Treatment Technician

Wastewater Treatment Plant Operator I & II

Gas Pipeline Welder

Gas System Worker/welder

PHMSA Tested Positions

Customer Billing Asst.

Customer Service Associate

Customer Service Manager

Gas Crew Supervisor

Gas Leak Surveyor

Gas Service worker

Gas System Superintendent

Gas System Worker II

Measurement Technician

Office Associate II

Power Plant Operator I, II & III

Power Plant Shift Supervisor

Sr. Electrical Technician

Electrical Metering and Service Supervisor

Revised 4-8-2016

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREMONT TO ACCEPT THE NEW DRUG AND ALCOHOL ABUSE POLICY WHICH WILL APPLY TO ALL EMPLOYEES, EXCEPT WHERE A UNION CONTRACT SUPERSEDES.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF FREMONT, NEBRASKA, that the Mayor is hereby authorized to sign this resolution to implement this new policy, which will apply to all employees, except in cases where a union contract supersedes.

Passed and approved this _____ day of _____, 2016.

_____
Scott Getzschman, Mayor

ATTEST:

_____
Tyler Ficken, City Clerk