



CITY COUNCIL MEETING
May 10, 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 & Resolution for application of Moonshine Hole LLC for addition to liquor license. (staff report)
5. Public Hearing for Nebraska Department of Economic Development Community Development Block Grant (CDBG) 13-CR-003 (staff report)
6. Public Hearing for Nebraska Department of Economic Development Community Development Block Grant (CDBG) 13-CR-103 (staff report)
7. Public Hearing for Nebraska Department of Economic Development Community Development Block Grant (CDBG) 14-CR-003 (staff report)
8. Public Hearing for Nebraska Department of Economic Development Community Development Block Grant (CDBG) 14-CR-103 (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.*

9. Dispense with and approve April 26, 2016 minutes
10. Report of the Treasury – April (staff report)
11. Year to Date Financial Report (staff report)
12. Resolution to allow consumption of alcohol on City property (staff report)
13. Consideration of Cement/Asphalt/Excavation license applications (staff report)
14. Resolution ENOA *contract for the 2016-2017 year* (staff report)
15. Approval of April 27 through May 10, 2016 claims (staff report)

16. Resolution to award One (1) Tracked Man Lift (staff report)
17. Resolution to approve MainStreet of Fremont – Ilgenfritz parking lot closure request (staff report)
18. Approve the recommendation of the Mayor to appoint Rol Horeis to a term on Planning Commission ending April 2019 (staff report)
19. Approve the recommendation of the Mayor to appoint Aaron Rix to a term on Planning Commission as an Extraterritorial Jurisdiction Representative ending April 2019 (staff report)
20. Approve the recommendation of the Mayor to appoint Brian Wiese to a term on Planning Commission ending April 2019 (staff report)
21. Resolution to award One (1) Compact Crawler Boom Lift (Backyard Machine) (staff report)
22. Resolution for closure of various streets for John C. Fremont Days (staff report)
23. Resolution for petition to change boundaries (staff report)

REGULAR AGENDA: requires individual associated action.

24. Second Reading of Ordinance for Zoning Change at 3000 N. Co. Rd. 20. (staff report)
25. Second Reading of Ordinance for Zoning Ordinance Amendment – Crop Production Definition. (staff report)
26. Second Reading of Ordinance related the construction of sidewalks Municipal Code Chapter 8, Section 8-413. (staff report)
27. Resolution to Award Contract to Sawyer Construction for North Hancock Street Reconstruction (staff report)
28. Ordinance to amend Subdivision Ordinance related to providing for drainage of subdivision lots (staff report)
29. Resolution for YMCA continued development (staff report)
30. Executive Session (staff report)
31. Adjournment

Agenda posted at the Municipal Building on May 6, 2016 and online at www.fremontne.gov. Agenda distributed to the Mayor and City Council on May 6, 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

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: TYLER FICKEN, CITY CLERK
DATE: May 3, 2016
SUBJECT: Moonshine Hole LLC – Application for Addition to Liquor License

Recommendation: Mayor to open the public hearing on the Class C liquor license addition application of Moonshine Hole LLC. Receive testimony 3. Mayor to close the public hearing.

Background: This is an existing business requesting existing Class C Liquor License to be extended to property located at 343 N. Main St.

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: TYLER FICKEN, CITY CLERK

DATE: May 3, 2016

SUBJECT: Moonshine Hole LLC – Application for Addition to Liquor License

Recommendation: 1. Move to approve Resolution by recommending approval of Class C liquor license addition application of Moonshine Hole LLC.

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.

April 14, 2016

Fremont City Council &
Nebraska Liquor Commission

Re: Additional Trade Name business to Liquor License C-88452
Moonshine Hole LLC

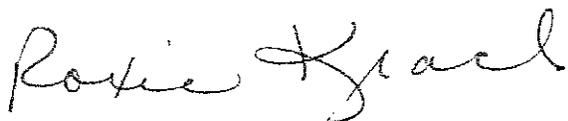
Currently Moonshine Hole LLC holds a liquor license with LA Fire Proof Door Co as a Trade Name business. We are seeking an additional property to be licensed under Moonshine Hole LLC with a Trade Name of The Rox.

The new property we are requesting to be licensed is located at 343 N. Main St. Fremont Ne. 68025. Which is directly North of our current licensed area LA Fire Proof Door Co located at 325 N. Main St.

As you can see in the drawing we have provided, the businesses are currently connected with a fence encasing 1 of the back doors of the new property.

If you have any questions please feel free to contact me at
[REDACTED]

Sincerely,



Roxie Kracl
Moonshine Hole LLC

**APPLICATION FOR ADDITION
TO LIQUOR LICENSE**

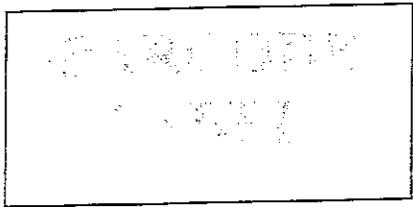
NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.nebraska.gov

Office Use

Application:

- Must include processing fee of \$45.00 check made payable to the Nebraska Liquor Control Commission or you may pay online at www.ne.gov/go/NLCCpayport
- Must include a copy of the lease or deed showing ownership of area to be added. This is still required even if it's the same as on file with original application
- Must include simple hand drawn sketch showing existing licensed area and area to be added, must include outside dimensions in feet (not square feet), show direction north.
NO BLUE PRINTS
- May include approval from the local governing body; no addition shall be approved unless endorsed by the local governing body
- Check with your local governing body for any additional requirements that may be necessary in making this request for addition

LIQUOR LICENSE # 88452 CLASS TYPE C
LICENSEE NAME Moonshine Hole LLC
TRADE NAME LA Fire Proof Door Co
PREMISE ADDRESS 325 N. Main St.
CITY Fremont ZIP CODE Ne COUNTY Dodge
CONTACT PERSON Roxanne Kraci
PHONE NUMBER OF CONTACT PERSON [REDACTED]
EMAIL ADDRESS OF CONTACT PERSON [REDACTED]



1. What is being added?

Explain the type of addition that is being requested, i.e. beer garden, adding to building
building North address 343 N. Main St. already
connected by patio + fencing

2. Will this addition cause the location to be 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 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).

Must include supplemental Form 134 found at this link: <http://www.lcc.ne.gov/formsdiv.html>

If proposed location is within 300 feet of a campus, the Commission may waive this restriction upon written approval from the governing body of the college or university. (Rev. Stat. 53-177)(1).

Must include supplemental Form 135 found at this link: <http://www.lcc.ne.gov/formsdiv.html>

3. Include a sketch of the area to be added showing:

- ✓ existing licensed area with length & width in feet
- ✓ area to be added with length & width in feet
- ✓ direction north

4. If adding an outdoor area explain:

- ✓ type of fencing
- ✓ height of fence
- ✓ length & width of outdoor area in feet

12.07 Outdoor area shall mean an outdoor area included in licensed premises, which is used for the service and consumption of alcoholic liquors and which is contained by a permanent fence, wall or other barrier approved by the Commission and shall be in compliance with all building and fire, or other applicable local ordinances. Rule Chapter 2-012.07

I acknowledge under oath that the premises as added to comply in all respects with the requirements of the act. Neb Rev Stat §53-129

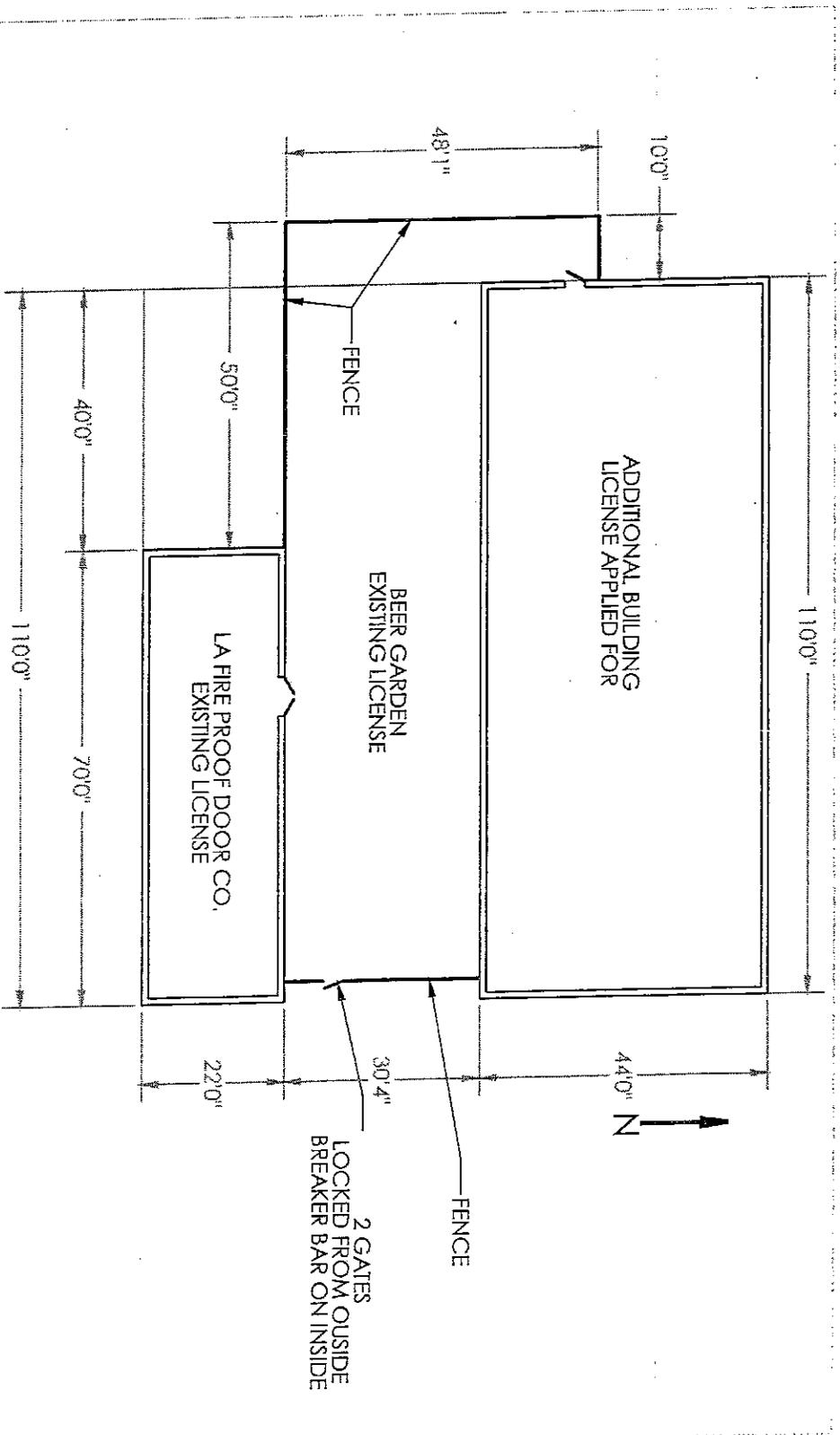
Roxanne Krael
Signature of Licensee or Officer

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

_____ by _____
Date name of person acknowledged (individual(s) signing document)

Affix Seal

Notary Public signature



MoonsHine Hole LLC DBA The LA Fire Proof Door Co. 325 N Main Fremont, NE 68025		LA FIRE PROOF DOOR CO. EXISTING LICENSE	
BEER GARDEN EXISTING LICENSE		ADDITIONAL BUILDING LICENSE APPLIED FOR	
PROPRIETARY AND CONFIDENTIAL PROPERTY OF MOONSHINE HOLE LLC. NOT TO BE REPRODUCED BY ANY MEANS, OR USED TO FURNISH INFORMATION TO OTHERS WITHOUT THE EXPLICIT CONSENT OF MOONSHINE HOLE LLC. ALL RIGHTS RESERVED.		TOLERANCES - UNLESS OTHERWISE SPECIFIED DECIMAL .XX ± .015 .XXX ± .003 .XXXX ± .0005 FRACTIONS ± 1/16 ANGLES ± 1°	
BEER GARDEN		2 GATES LOCKED FROM OUTSIDE BREAKER BAR ON INSIDE	
MATERIAL FINISH TOLERANCES - UNLESS OTHERWISE SPECIFIED DECIMAL .XX ± .015 .XXX ± .003 .XXXX ± .0005 FRACTIONS ± 1/16 ANGLES ± 1°	LENGTH PROJECT TITLE BEER GARDEN	QTY JOB NO.	SCALE: 1/256 4/6/2016 SHIT 1 OF 1

BUSINESS PROPERTY LEASE

THIS LEASE is entered into this 1 day of August, 2014 between Stone Investment, LLC, Landlord, and Moonshine Hole LLC Tenant.

1. **PREMISES.** Landlord leases to Tenant the real property located at 343 N Main St Fremont, NE 68025 "West" (the "Premises"), containing approximately 4840 square feet of area, on the following terms and conditions.

TERM. This Lease shall be for a term of 96 months, beginning on the 1 day of August, 2014, and ending on the 31 day of August, 2022, unless terminated earlier as provided in this Lease.

If for any reason the Premises is delivered to Tenant on any date before or after the term commencement date, rental for the period between the date of possession and the term commencement date shall be adjusted on a pro rata basis. Such earlier or later taking of possession shall not change the termination date of this Lease. This Lease shall not be void or voidable in the event of a late delivery by Landlord, nor shall Landlord be liable to Tenant for any resulting loss or damage.

USE OF PREMISES. The Premises are leased to Tenant, and are to be used by Tenant, for the purposes of USE and for no other purpose. Tenant agrees to use the Premises in such a manner as to not interfere with the rights of other tenants in the Real Estate, to comply with all applicable governmental laws, ordinances, and regulations in connection with its use of the Premises, including without limitation all environmental laws, to keep the Premises in a clean and sanitary condition, and to use all reasonable precaution to prevent waste, damage, or injury to the Premises.

2. **RENT.**

- (a) **Base Rent.** The total Base Rent under this Lease is 197,400.00 Dollars.

Tenant agrees to pay rent to Landlord at 10011 "J" Street, Omaha, NE 68124, or at any other place Landlord may designate in writing, in lawful money of the United States, in monthly installments in advance, on the first day of each month, as follows:

\$ 2100.00 per month. This will start at the completion of build out and extend for a period of 96 month.

(b) **Payment of Rent.** Tenant agrees to pay the Base Rent as and when due, together with Tenant's share of the Operating Expenses and all other amounts required to be paid by Tenant under this Lease. In the event of nonpayment of any amounts due under this Lease, whether or not designated as rent, Landlord, shall have all the rights and remedies provided in this Lease or by law for failure to pay rent.

(c) **Late Charge.** If the Tenant fails to pay the Base Rent together with the Tenant's share of the Operating Expenses and all other amounts required to be paid by Tenant under this Lease, on or before the fifth day after such payments are due, Tenant agrees to pay Landlord a late charge of 1% of the base rent.

(e) **Real Estate Taxes & Insurance.** Tenant agrees to maintain and pay for all real estate taxes and insurance equal to or greater than replacement value for the property.

ASSIGNMENT OR SUBLEASE. Tenant shall not assign this Lease or sublet the whole or any part of the Premises, transfer this Lease by operation of law or otherwise, or permit any other person except agents and employees of Tenant to occupy the Premises, or any part thereof, without the prior written consent of Landlord. Landlord may consider any factor it deems relevant in determining whether to withhold consent including, but not limited to, the following: (a) financial responsibility of the new tenant, (b) identity and business character of the new tenant, (c) nature and legality of the proposed use of the Premises. Landlord shall have the right to assign its interest under this Lease or the rent hereunder.

3. **TENANT'S IMPROVEMENTS.** Tenant shall have the right to place partitions and fixtures and make improvements or other alterations in the interior of the Premises at its own expense. Prior to commencing any such work, Tenant shall first obtain the written consent of Landlord for the proposed work. Landlord may, as a condition to its consent, require that the work be done by Landlord's own employees and/or under Landlord's supervision, but at the expense of Tenant, and that Tenant give sufficient security that the Premises will be completed free and clear of liens and in a manner satisfactory to Landlord. Upon termination of this Lease, at Landlord's option, Tenant will repair and restore the Premises to its former condition, excluding any work done by the landlords contractors, at Tenant's expense, or any such improvements, additions, or alterations installed or made by Tenant, except Tenant's trade fixtures, shall become part of the Premises and the property of the Landlord. Tenant may remove its trade fixtures at the termination of this Lease provided Tenant is not then in default and provided further that Tenant repairs any damage caused by such removal.

4. **REPAIRS.** Tenant agrees to maintain in good condition, and repair as necessary the foundations, exterior walls, the roof all interior and exterior doors, door frames, windows, plate glass, and the heating, air conditioning, plumbing and electrical systems servicing the Premises.

Tenant agrees to do all redecorating, remodeling, alterations, and painting required by it during the term of the Lease at its own cost and expense, to pay for any repairs to the Premises or the Real Estate made necessary by any negligence or carelessness of Tenant or any of its agents or employees or persons permitted on the Real Estate by Tenant, and to maintain the Premises in a safe, clean, neat, and sanitary condition. Tenant shall be entitled to no compensation for inconvenience, injury, or loss of business arising from the making of any repairs by Landlord, Tenant, or other tenants to the Premises or the Real Estate.

5. **CONDITION OF PREMISES.** Except as provided herein, Tenant agrees that no promises, representations, statements, or warranties have been made on behalf of Landlord to Tenant respecting the condition of the Premises, or the manner of operating the Real Estate, or the making of any repairs to the Premises. By taking possession of the Premises, Tenant acknowledges that the Premises were in good and satisfactory condition when possession was taken. Tenant shall, at the termination of this Lease, by lapse of time or otherwise, remove all of Tenant's property and surrender the Premises to Landlord in as good condition as when Tenant took possession, normal wear excepted.

6. **PERSONAL PROPERTY AT RISK OF TENANT.** All personal property in the Premises shall be at the risk of Tenant only. Landlord shall not be liable for any damage to any property of Tenant or its agents or employees in the Premises caused by any reason whatsoever, including, without limitation, fire, theft, steam, electricity, sewage, gas or odors, or from water, rain, or snow which may leak into, issue or flow into the Premises from any part of the Real Estate, or from any other place, or for any damage done to Tenant's property in moving same to or from the Real Estate or the Premises. Tenant shall give Landlord, or its agents, prompt written notice of any damage to or defects in water pipes, gas or warming or cooling apparatus in the Premises.

7. **LANDLORD'S RESERVED RIGHTS.** Without notice to Tenant, without liability to Tenant for damage or injury to property, person, or business, and without effecting an eviction of Tenant or a disturbance of Tenant's use or possession or giving rise to any claim for set off or abatement of rent, Landlord shall have the right to:

- (a) Change the name or street address of the Real Estate.
- (b) Install and maintain signs on the Real Estate.
- (c) Have access to all mail chutes according to the rules of the United States Post Office Department.
- (d) At reasonable times, to decorate, and to make, at its own expense, repairs, alterations, additions, and improvements, structural or otherwise, in or to the Premises, the Real Estate, or part thereof, and any adjacent Real Estate, land, street, or alley, and during such operations to take into and through the Premises or any part of the Real Estate all materials required, and to temporarily close or suspend operation of entrances, doors, corridors, elevators, or other facilities to do so.
- (e) Possess passkeys to the Premises and access all mechanical areas of the building at any necessary times to maintain the premises.
- (f) Show the Premises to prospective tenants at reasonable times.

- (g) Take any and all reasonable measures, including inspections or the making of repairs, alterations, and additions and improvements to the Premises or to the Real Estate, which Landlord deems necessary or desirable for the safety, protection, operation, or preservation of the Premises or the Real Estate.
- (h) Approve all sources furnishing signs, painting, and/or lettering to the Premises, and approve all signs on the Premises prior to installation thereof.
- (i) Establish rules and regulations for the safety, care, order, operation, appearance, and cleanliness of the Real Estate and to make modifications thereto.

8. **INSURANCE.** Tenant shall not use or occupy the Premises or any part thereof in any manner which could invalidate any policies of insurance now or hereafter placed on the Real Estate or increase the risks covered by insurance on the Real Estate or necessitate additional insurance premiums or policies of insurance, even if such use may be in furtherance of Tenant's business purposes. In the event any policies of insurance are invalidated by acts or omissions of Tenant, Landlord shall have the right to terminate this Lease or, at Landlord's option, to charge Tenant for extra insurance premiums required on the Real Estate on account of the increased risk caused by Tenant's use and occupancy of the Premises. Each party hereby waives all claims for recovery from the other for any loss or damage to any of its property insured under valid and collectible insurance policies to the extent of any recovery collectible under such policies; provided, that this waiver shall apply only when permitted by the applicable policy of insurance.

9. **INDEMNITY.** Tenant shall indemnify, hold harmless, and defend Landlord from and against, and Landlord shall not be liable to Tenant on account of, any and all costs, expenses, liabilities, losses, damages, suits, actions, fines, penalties, demands, or claims of any kind, including reasonable attorney's fees, asserted by or on behalf of any person, entity, or governmental authority arising out of or in any way connected with either (a) a failure by Tenant to perform any of the agreements, terms, or conditions of this Lease required to be performed by Tenant; (b) a failure by Tenant to comply with any laws, statutes, ordinances, regulations, or orders of any governmental authority; or (c) any accident, death, or personal injury, or damage to, or loss or theft of property which shall occur on or about the Premises, or the Real Estate, except as the same may be the result of the negligence of Landlord, its employees, or agents.

LIABILITY INSURANCE. Tenant agrees to procure and maintain continuously during the entire term of this Lease, a policy or policies of commercial general liability insurance from a company or companies acceptable to Landlord, at Tenant's own cost and expense, insuring Landlord and Tenant from all claims, demands or actions; such policy or policies shall in addition to insuring Tenant protect and name the Landlord and Landlord's managing agent as additional Insured and shall provide coverage in a combined single limit per occurrence of at least \$ 1,000,000 for claims, demands or actions for bodily injury, death or property damage made by or on behalf of any person or persons, firm or corporation arising from, related to, or connected with the conduct and operation of Tenant's business in the Premises, or arising out of and connected with the use and occupancy of the Real Estate by the Tenant. All such insurance shall provide that Landlord shall be given a minimum of ten (10) days notice by the insurance company prior to cancellation, termination or change of such insurance. Tenant shall provide Landlord with copies of the policies or certificates evidencing that such insurance in full force and effect and stating the term and provisions thereof. If Tenant fails to comply with such requirements for insurance, Landlord may, but shall not be obligated to, obtain such insurance and keep the same in effect, and Tenant agrees to pay Landlord, upon demand, the premium cost thereof.

10. **DAMAGE BY FIRE OR OTHER CASUALTY.** If, during the term of this Lease, the Premises shall be so damaged by fire or any other cause except Tenant's negligent or intentional act so as to render the Premises untenable, the rent shall be abated while the Premises remain untenable; and in the event of such damage, Landlord shall elect whether to repair the Premises or to cancel this Lease, and shall notify Tenant in writing of its election within sixty (60) days after such damage. In the event Landlord elects to repair the Premises, the work or repair shall begin promptly and shall be carried on without unnecessary delay. In the event Landlord elects not to repair the Premises, the Lease shall be deemed canceled as of the date of the damage. Such damage shall not extend the Lease term.

11. **CONDEMNATION.** If the whole or any part of the Premises shall be taken by public authority under the power of eminent domain, then the term of this Lease shall cease on that portion of the Premises so taken, from the date of possession, and the rent shall be paid to that date, with a proportionate refund by Landlord to Tenant of such rent as may have been paid by Tenant in advance. If the portion of the Premises taken is such that it prevents the practical use of the Premises for Tenant's purposes, then Tenant shall have the right either (a) to terminate this Lease by giving written notice of such termination to Landlord not later than thirty (30) days after the taking, or (b) to continue in possession of the remainder of the Premises, except that the rent shall be reduced in proportion to the area of the Premises taken. In the event of any taking or condemnation of the Premises, in whole or in part, the entire resulting award of damages shall be the exclusive property of Landlord, including all damages awarded as compensation for diminution in value to the leasehold, without any deduction for the value of any unexpired term of this Lease, or for any other estate or interest in the Premises now or hereafter vested in Tenant.

12. **DEFAULT OR BREACH.** Each of the following events shall constitute a default or a breach of this Lease by Tenant:

- (a) If Tenant fails to pay Landlord any rent or other payments when due hereunder;
- (b) If Tenant vacates or abandons the Premises;
- (c) If Tenant files a petition in bankruptcy or insolvency or for reorganization under any bankruptcy act, or voluntarily takes advantage of any such act by answer or otherwise, makes an assignment for the benefit of creditors;
- (d) If involuntary proceedings under any bankruptcy or insolvency act shall be instituted against Tenant, or if a receiver or trustee shall be appointed of all or substantially all of the property of Tenant, and such proceedings shall not be dismissed or the receivership or trusteeship vacated within thirty (30) days after the institution or appointment; or
- (e) If Tenant fails to perform or comply with any other term or condition of this Lease, or any of the rules and regulations established by Landlord, and if such nonperformance shall continue for a period of ten (10) days after notice thereof by Landlord to Tenant, time being of the essence.

13. **EFFECT OF DEFAULT.** In the event of any default or breach hereunder, in addition to any other right or remedy available to Landlord, either at law or in equity, Landlord may exert any one or more of the following rights:

- (a) Landlord may re-enter the Premises immediately and remove the property and personnel of Tenant, and shall have the right, but not the obligation, to store such property in a public warehouse or at a place selected by Landlord, at the risk and expense of Tenant.
- (b) Landlord may retake the Premises and may terminate this Lease by giving written notice of termination to Tenant. Without such notice, Landlord's retaking will not terminate the Lease. On termination, Landlord may recover from Tenant all damages proximately resulting from the breach, including the cost of recovering the Premises and the difference between the rent due for the balance of the Lease term as though the Lease had not been terminated and the fair market rental value of the Premises for the balance of the Lease term as though the Lease had not been terminated which sum shall be immediately due Landlord from Tenant.
- (c) Landlord may relet the Premises or any part thereof for any term without terminating this Lease, at such rent and on such terms as it may, choose. Landlord may make alterations and repairs to the Premises. In addition to Tenant's liability to Landlord for breach of this Lease, Tenant shall be liable for all expenses of the reletting, for any alterations and repairs made, and for the rent due for the balance of the Lease term, which sum shall be immediately due Landlord from Tenant. The amount due Landlord will be reduced by the net rent received by Landlord during the remaining term of this Lease from reletting the Premises or any part thereof. If during the remaining term of this Lease Landlord receives more than the amount due Landlord under this sub-paragraph, the Landlord shall pay such excess to Tenant, but only to the extent Tenant has actually made payment pursuant to this sub-paragraph.

14. **SURRENDER - HOLDING OVER.** Tenant shall, upon termination of this Lease, whether by lapse of time or otherwise, peaceably and promptly surrender the Premises to Landlord. If Tenant remains in possession after the termination of this Lease, without a written lease duly executed by the parties, Tenant shall be deemed a trespasser. If Tenant pays, and Landlord accepts, rent for a period after termination of this Lease, Tenant shall be deemed to be occupying the Premises only as a tenant from month to month, subject to all the terms, conditions, and agreements of this Lease, specified in the lease immediately before termination.

15. **SUBORDINATION AND ATTORNMENMENT.** Landlord reserves the right to place liens and encumbrances on the Premises superior in lien and effect to this Lease. This Lease, and all rights of Tenant hereunder, shall, at the option of Landlord, be subject and subordinate to any liens and encumbrances now or hereafter imposed by Landlord upon the Premises or the Real Estate or any part thereof, and Tenant agrees to execute, acknowledge, and deliver to Landlord, upon request, any and all instruments that may be necessary or proper to subordinate this Lease and all rights herein to any such lien or encumbrance as may be required by Landlord.

In the event any proceedings are brought for the foreclosure of any mortgage on the Premises, Tenant will attorn to the purchaser at the foreclosure sale and recognize such purchaser as the Landlord under this Lease. The purchaser, by virtue of such foreclosure, shall be deemed to have assumed, as substitute Landlord, the

terms and conditions of this Lease until the resale or other disposition of its interest. Such assumption, however, shall not be deemed in acknowledgment by the purchaser of the validity of any then existing claims of Tenant against the prior Landlord.

Tenant agrees to execute and deliver such further assurances and other documents, including a new lease upon the same terms and conditions contained herein, confirming the foregoing, as such purchaser may reasonably request. Tenant waives any right of election to terminate this Lease because of any such foreclosure proceedings.

NOTICES. Any notice or demands given hereunder shall be in writing and personally delivered or sent by first class mail postage prepaid to Landlord at 10011 J Street, Omaha, NE 68127 and also to Tenant at 325 N Main St, Fremont, NE 68025 or at such other address as either party may from time to time designate in writing. Each such notice shall be deemed to have been given at the time it shall be personally delivered to such address or deposited in the United States mail in the manner prescribed herein.

- 16. **COMPLIANCE WITH ADA.** Tenant shall be responsible for all costs of complying with the Americans with Disabilities Act (ADA) and all similar laws and regulations within the Premises, including the removal of barriers which do not necessitate the removal or modification of load-bearing walls.
- 17. **SUBSTITUTION OF OTHER PREMISES.** Landlord may upon thirty days notice to Tenant substitute for the Premises other premises in the Real Estate (the "New Premises"), provided that the New Premises shall be reasonably usable for Tenant's business hereunder; and, if Tenant is already in occupancy of the Premises, then in addition Landlord shall pay the reasonable expenses of moving Tenant from the Premises to the New Premises and for improving the New Premises so that they are substantially similar to the Premises.
- 18. **MISCELLANEOUS.**
 - (a) **Binding on Assigns.** All terms, conditions, and agreements of this Lease shall be binding upon, apply, and inure to the benefit of the parties hereto and their respective heirs, representatives, successors, and permitted assigns.
 - (b) **Amendment in Writing.** This Lease contains the entire agreement between the parties and may be amended only by subsequent written agreement.
 - (c) **Waiver - None.** The failure of Landlord to insist upon strict performance of any of the terms, conditions and agreements of this Lease shall not be deemed a waiver of any of its rights or remedies hereunder and shall not be deemed a waiver of any subsequent breach or default of any of such terms, conditions, and agreements. The doing of anything by Landlord which Landlord is not obligated to do hereunder shall not impose any future obligation on Landlord nor otherwise amend any provisions of this Lease.
 - (d) **No Surrender.** No surrender of the Premises by Tenant shall be effected by Landlord's acceptance of the keys to the Premises or of the rent due hereunder, or by any other means whatsoever, without Landlord's written acknowledgment that such acceptance constitutes a surrender.
 - (e) **Captions.** The captions of the various paragraphs in this Lease are for convenience only and do not define, limit, describe, or construe the contents of such paragraphs.
 - (f) **Applicable Law.** This Lease shall be governed by and construed in accordance with the laws of the State of Nebraska.
 - (g) **Partial Invalidity.** If any provision of this Lease is invalid or unenforceable to any extent, then that provision and the remainder of this Lease shall continue in effect and be enforceable to the fullest extent permitted by law.

OTHER PROVISIONS. None

Any additional provisions of this Lease shall be in writing and attached as an addendum hereto.

Until this Lease is executed on behalf of all parties hereto, it shall be construed as an offer to lease by Tenant to Landlord.

IN WITNESS WHEREOF, the parties hereto have executed this Lease the day and year first above written.

Stone Investment, LLC
Landlord

Moonshine Hole LLC
Tenant

Tenant

By: [Signature]
Its: President

By: [Signature]
Its: Co-owner

Dated this 1 day of August, 2014.

LIQUOR APPLICATION REPORT

PLANNING REPORT

DATE: 4/25/2016 DUE DATE: 5/4/2016

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: Moonshine Hole, Inc. dba The Rox

LOCATION: 343 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: B Business (Office)

ADJACENT LAND USE AND ZONING:

NORTH: M Mercantile (Retail Store); DC Downtown Commercial

SOUTH: A2 Assembly (Bar/Tavern); DC Downtown Commercial

EAST: M Mercantile (Retail Store); DC Downtown Commercial

WEST: Real Estate (Public Parking Lot); DC Downtown Commercial

GENERAL NEIGHBORHOOD / AREA LAND USES: The subject property is located on the west side of N main St. between E 3rd St. and E 4th St. The surrounding area appears to be primarily nonresidential uses along the N Main St. corridor.

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

SIGNED:  _____

Troy D. Anderson, AICP; Director of Planning



Fremont Police Department Incident Narrative 2016001258_1 Narrative

INVESTIGATOR'S REPORT

NON-CRIMINAL INVESTIGATION (ADDITIONAL PROPERTY ADDED TO EXISTING LIQUOR LICENSE)

DATE OF REPORT: 04/27/2016

INVESTIGATOR: LT. ED WATTS, #LT3

APPLICANT: ROXANNE R. KRACL
DOB 08/19/1967
2821 CR 26
FREMONT, NE 68025
(402) 720-6294

ALSO INVOLVED: STEVE J. KRACL
02/19/1968
2821 CR 26
FREMONT, NE 68025
(402) 720-9166

TRACY J. STONE
10/02/1972
1421 PEPPERWOOD COURT
FREMONT, NE 68025
(402) 672-4047

JAMES L. SLOUP
05/19/1954
STATE FIRE MARSHAL
246 SOUTH 14TH STREET
LINCOLN, NE 68508
(402) 367-8760

DETAILS:

On Wednesday 04/27/2016, I completed an investigation regarding the addition of a business to a current liquor license.

ROXANNE KRACL, co-owner of the LA FIRE PROOF DOOR Bar/Grill located at 325 N. Main St., completed an application to the Nebraska Liquor Control Commission on April 15, 2016. The application is a request to add the building located at 343 N. Main St. to the liquor license currently held by the LA FIRE PROOF DOOR.

KRACL'S husband, STEVE KRACL, and acquaintance, TRACY J. STONE, currently own the LA FIRE PROOF DOOR. It is their intention to turn the building at 343 N. Main St. into an entertainment venue, calling it "The Rox." The



Fremont Police Department Incident Narrative 2016001258_1 Narrative

businesses will feature a gaming area with pool tables and dart boards in the back and a bar and dance floor in the front. The two buildings are separated by a fence with a gate that will allow patrons access to both buildings. No food will be served nor tobacco products. Keno will be offered in the gaming area.

I contacted KRACL and she told me that the building's interior is still being remodeled. There will be a sprinkler system throughout the interior of the building. She could not yet estimate a seating capacity but said the size of the building itself would not accommodate more than 30-50 people. Entertainment would be provided by a "DJ" as it would be difficult to accommodate a band.

KRACL said she will manage the operations of the business at first but would eventually like to hire a manager. She estimated there will be 8 part-time employees who will likely consist of persons already working at the LA FIRE PROOF DOOR and none will be under the age of 19. There will be 2 security persons working as well.

KRACL explained that the front door of the business, which faces Main Street, will be an emergency exit only. There is a back door but it faces south towards the LA FIRE PROOF DOOR patio area. KRACL said that entering the patio area of the LA FIRE PROOF DOOR will be the only way to gain access to the new building and that is how people entering will be monitored.

KRACL mentioned that the State Fire Marshall had already inspected the building. I called the Fire Marshall's office and spoke to JAMES L. SLOUP. He said he was in the building as more of a construction consultant than an inspector. He said he made a few recommendations but didn't see anything that caused him any concern initially. He said he hasn't seen final plans or the completed project at this time. His office is generally the last to receive reports and he would contact me after he received them if he saw anything that caused him concern.



Fremont Police Department Incident Narrative 2016001258_1 Narrative

At this time I do not see a reason to deny the additional property being added to the current liquor license held by the LA FIRE PROOF DOOR. I did a check of police calls to the LA FIRE PROOF DOOR within the last year and there were only 2; one for a stolen bicycle and one for a fight between 2 male patrons.

If I receive any concerns from the Fire Marshall's office I will supplement this report.

Lt. Ed Watts #Lt3
Fremont Police Dept.

EW/kb
2016001258.1

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREMONT, NEBRASKA CONSIDERING THE APPLICATION FOR ADDITION TO LIQUOR LICENSE FOR MOONSHINE HOLE LLC AT 343 N. MAIN ST., FREMONT, NEBRASKA.

WHEREAS, an application was filed by Roxie Kracl of Moonshine Hole LLC at 325 N. Main St., Fremont, Nebraska for an addition to liquor license at 343 N. Main St., Fremont, Nebraska and,

WHEREAS, a public hearing notice was published in the Fremont Tribune as required by state law on April 30, 2016; and,

WHEREAS, a public hearing was held on May 10, 2016 for the purpose of discussing such new addition to liquor license,

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

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

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2016.

Scott Getzschman, Mayor

ATTEST:

Tyler Ficken, City Clerk

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Jean Kaup Van Iperen, Office Services Associate

DATE: May 4, 2016

SUBJECT: Public Hearing for Nebraska Department of Economic Development Community Development Block Grant (CDBG) 13-CR-003

RECOMMENDATION: 1) Open public hearing. 2) Receive testimony. 3) Close public hearing.

BACKGROUND: Public hearings are required during these CDBG funded activities to obtain citizen input, comments, or opinions with regard to the program or project performances.

- 13-CR-003 – The City of Fremont was awarded \$165,000 of CDBG funds for Comprehensive Revitalization activities in the targeted area including \$82,300 for single family housing rehabilitation, \$50,000 for single family housing rental rehabilitation, \$10,200 for housing management, \$7,500 for lead based paint risk assessment/clearance testing and \$15,000 for general administration of the grant. The City of Fremont was required to provide \$165,000 in matching funds for water and sewer infrastructure. Three single family housing units and 2 housing rental rehabilitation units were assisted which met the contract requirements. Two budget amendments re-allocating \$2,500 from single family housing rehabilitation and \$9,000 from general administration to housing administration were approved. Two extension requests were approved in order to complete construction on the projects. A total of \$18,485 of single family housing rehabilitation funds will be de-obligated due to the cost of repairs on the properties. Total funds expended on the project were \$311,515. The project benefited at least 51% low-to-moderate income households. There were no persons displaced as a result of the CDBG activities.

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Jean Kaup Van Iperen, Office Services Associate

DATE: May 4, 2016

SUBJECT: Public Hearing for Nebraska Department of Economic Development Community Development Block Grant (CDBG) 13-CR-103

RECOMMENDATION: 1) Open public hearing. 2) Receive testimony. 3) Close public hearing.

BACKGROUND: Public hearings are required during these CDBG funded activities to obtain citizen input, comments, or opinions with regard to the program or project performances.

- 13-CR-103 – The City of Fremont was awarded \$322,200 of CDBG funds for Comprehensive Revitalization activities in the targeted area including \$302,200 for sidewalk improvements and \$20,000 for general administration of the grant. The City of Fremont has completed construction with a total project cost of \$362,180.34 with project funding of \$241,453.04 CDBG funds and \$120,727.30 from City cash funds and in-kind engineering staff time. A total of \$68,796.73 grant funds are currently unspent and will be de-obligated due to the lower than anticipated construction cost and general grant administration. A one year contract extension was approved in order to complete construction. The project benefited at least 51% low-to-moderate income households. There were no persons displaced as a result of the CDBG activities.

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Jean Kaup Van Iperen, Office Services Associate

DATE: May 4, 2016

SUBJECT: Public Hearing for Nebraska Department of Economic Development Community Development Block Grant (CDBG) 14-CR-003

RECOMMENDATION: 1) Open public hearing. 2) Receive testimony. 3) Close public hearing.

BACKGROUND: Public hearings are required during these CDBG funded activities to obtain citizen input, comments, or opinions with regard to the program or project performances.

- 14-CR-003 – The City of Fremont was awarded \$124,000 of CDBG funds for Comprehensive Revitalization activities in the targeted area including \$50,000 for single family housing rehabilitation, \$50,000 for single family housing rental rehabilitation, \$12,000 for housing management, \$6,000 for lead based paint risk assessment/clearance testing and \$6,000 for general administration of the grant. The City of Fremont was required to provide \$118,000 in matching funds for street re-construction. Two single family housing units and 2 housing rental rehabilitation units were assisted which met the contract requirements. One contract extension was approved in order to complete construction on the projects. Total funds expended on the project will be \$242,000. The project benefited at least 51% low-to-moderate income households. There were no persons displaced as a result of the CDBG activities.

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Jean Kaup Van Iperen, Office Services Associate

DATE: May 4, 2016

SUBJECT: Public Hearing for Nebraska Department of Economic Development Community Development Block Grant (CDBG) 14-CR-103

RECOMMENDATION: 1) Open public hearing. 2) Receive testimony. 3) Close public hearing.

BACKGROUND: Public hearings are required during these CDBG funded activities to obtain citizen input, comments, or opinions with regard to the program or project performances.

- 14-CR-103 – The City of Fremont was awarded \$185,000 of CDBG funds for Comprehensive Revitalization activities in the targeted area including \$166,500 for street improvements and \$18,500 for general administration of the grant. The City of Fremont has completed construction with a total project cost of \$263,532.51 with project funding of \$166,500 CDBG funds and \$97,032.51 from City cash funds and in-kind engineering staff time. A total of \$6,034.96 grant funds have been used for general grant administration. A six month contract extension was approved in order to complete construction. The project benefited at least 51% low-to-moderate income households. There were no persons displaced as a result of the CDBG activities.

COMMUNITY DEVELOPMENT AGENCY MEETING

April 12, 2016

7:00 p.m.

After the Pledge of Allegiance and study session, the Chair 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 Members Johnson, Legband, Landholm, Schaller, Eairleywine, Bixby, Kuhns, and Anderson present. 7 Members present.

Chairman Getzschman opened the public hearing for amendment on the redevelopment plan for the Yager Retail Redevelopment Project. Heather Carver with Cline Williams spoke on the project. Ms. Carver outlined the project. Chairman Getzschman closed the public hearing. Moved by Member Johnson seconded by Member Legband to approve the Resolution to amend the redevelopment plan for the Yager Retail Redevelopment Project. Roll Call Vote. Members Legband, Landholm, Johnson, Kuhns, Eairleywine, Schaller, Anderson and Bixby voting Aye. 8 Ayes. Motion carried.

Chairman Getzschman opened the public hearing for amendment on the redevelopment plan for the amendment to Redevelopment Agreement Fountain Springs Estates Housing Redevelopment Project. Heather Carver with Cline Williams spoke on the project. Chairman Getzschman closed the public hearing. Moved by Member Kuhns seconded by Member Legband to approve the Resolution to amend the Fountain Springs Estates Housing Redevelopment Project agreement. Roll Call Vote. Members Legband, Landholm, Johnson, Kuhns, Eairleywine, Schaller, Anderson and Bixby voting Aye. 8 Ayes. Motion carried.

Moved by Member Schaller seconded by Member Anderson to adjourn the meeting. Roll Call Vote. Members Legband, Landholm, Johnson, Kuhns, Schaller, Eairleywine, Anderson and Bixby voting Aye. 8 Ayes. Motion carried. Meeting adjourned at 7:10 p.m.

I, Tyler Ficken, the undersigned Secretary, hereby certify that the foregoing is a true and correct copy of the proceedings had and done by the Chair and Agency; 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 Secretary; 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, Secretary

CITY COUNCIL MEETING

April 12, 2016

7:00 p.m.

After the Pledge of Allegiance, Public Comment Period, 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, Eairleywine, and Anderson present. 8 Council Members present.

Mayor Getzschman opened the public hearing for amendment on the redevelopment plan for the amendment to the redevelopment plan for the Yager Retail Redevelopment Project. Mayor Getzschman closed the public hearing. Moved by Member Eairleywine seconded by Member Bixby to approve the Resolution to amend the Fountain Springs Estates Housing Redevelopment Project agreement. Roll Call Vote. Members Legband, Landholm, Johnson, Kuhns, Eairleywine, Schaller, Anderson and Bixby voting Aye. 8 Ayes. Motion carried.

Mayor Getzschman opened the public hearing to consider new Liquor License Manager Application of Ericon Inc. dba Quick Pik 1156 W. 23rd St. Mayor Getzschman closed the public hearing. Moved by Member Johnson seconded by Member Kuhns to approve Resolution for new Liquor License Manager Application of Ericon Inc. dba Quick Pik 1156 W. 23rd St. Roll Call Vote. Members Legband, Landholm, Johnson, Kuhns, Eairleywine, Schaller, Anderson and Bixby voting Aye. 8 Ayes. Motion carried.

Mayor Getzschman opened the public hearing to consider new Liquor License Manager Application of Ericon Inc. dba Quick Pik 740 Davenport Ave. Mayor Getzschman closed the public hearing. Moved by Member Kuhns seconded by Member Anderson to approve the Resolution for new Liquor License Manager Application of Ericon Inc. dba Quick Pik 740 Davenport Ave. Roll Call Vote. Members Legband, Landholm, Johnson, Kuhns, Eairleywine, Schaller, Anderson and Bixby voting Aye. 8 Ayes. Motion carried.

Mayor Getzschman opened the public hearing to consider new Liquor License Manager Application of Ericon Inc. dba Quick Pik 2010 N. Bell St. Mayor Getzschman closed the public hearing. Moved by Member Bixby seconded by Member Eairleywine to approve the Resolution for new Liquor License Manager Application of Ericon Inc. dba Quick Pik 2010 N. Bell St. Roll Call Vote. Members Legband, Landholm, Johnson, Kuhns, Eairleywine, Schaller, Anderson and Bixby voting Aye. 8 Ayes. Motion carried.

Mayor Getzschman opened the public hearing to consider conditional use permit at 2530 Idaho Ave. Mayor Getzschman closed the public hearing. Moved by Member Legband seconded by Member Landholm to approve the Resolution for conditional use permit at 2530 Idaho Ave. Roll Call Vote. Members Legband, Landholm, Johnson, Kuhns, Eairleywine, Schaller, Anderson and Bixby voting Aye. 8 Ayes. Motion carried.

Mayor Getzschman opened the public hearing on Ordinance for Zoning Change at 300 N. Co. Rd. 20. Mayor Getzschman closed the public hearing. Moved by Member Schaller seconded by Member Johnson to introduce the Ordinance. Roll Call Vote. Members Legband, Landholm, Johnson, Kuhns, Eairleywine, Schaller, Anderson and Bixby voting Aye. 8 Ayes. Motion carried. The City Clerk gave first reading by title only.

Mayor Getzschman opened the public hearing on Ordinance for Zoning Ordinance Amendment – Crop Production Definition. Mayor Getzschman closed the public hearing. Moved by Member Johnson seconded by Member Legband to introduce the Ordinance. Roll Call Vote. Members Legband, Landholm, Johnson, Kuhns, Eairleywine, Schaller, Anderson and Bixby voting Aye. 8 Ayes. Motion carried. The City Clerk gave first reading by title only.

Moved by Council Member Kuhns seconded by Council Member Eairleywine to approve items 11 through 19 of the consent agenda. Roll Call Vote. Council Members Bixby, Legband, Landholm, Johnson, Kuhns, Eairleywine, Schaller, and Anderson voting Aye. 8 Ayes. Motion carried.

11. Dispense with and approve April 12, 2016 minutes
12. Approve April 13 - 26, 2016 claims
13. Resolution to approve amendment to Redevelopment Agreement - Fountain Springs Estates Housing Redevelopment Project.
14. LB 840 Report
15. Resolution to authorize mayor to sign the Fantastic Future Me exhibit agreement with Omaha Children's Museum.
16. Resolution to approve Final Plat – 1804 Old Hwy. 8.
17. Resolution to approve Final Plat – 1820 W. 23rd St.
18. Tort claim of Whigham
19. Resolution to approve special designated liquor license, St. Patrick's Church.

Consideration of Ordinance to create Water Connection District WC-906-16. Moved by Council Member Schaller seconded by Council Member Anderson to waive the three readings rule and have the final reading tonight on an Ordinance to create Water Connection District WC-906-16. Roll call vote. Legband, Landholm, Schaller, Kuhns, Johnson, Eairleywine, and Anderson voting Aye. Bixby voting Nay. 7 Ayes. Motion carried. The City Clerk gave third reading by title only of an Ordinance to create Water Connection District WC-906-16. Roll Call Vote. Members Legband, Landholm, Johnson, Kuhns, Eairleywine, Schaller, Anderson and Bixby voting Aye. 8 Ayes. Motion carried.

Ordinance related the construction of sidewalks Municipal Code Chapter 8, Section 8-413. Moved by Member Landholm seconded by Member Schaller to introduce the Ordinance. Roll Call Vote. Members Legband, Landholm, Johnson, Kuhns, Eairleywine, Schaller, Anderson and Bixby voting Aye. 8 Ayes. Motion carried. The City Clerk gave first reading by title only.

Resolution to authorize City staff to pursue legal action to repair FEVR Rail Line. Moved by Council Member Bixby seconded by Council Member Anderson to amend the resolution to allow staff to work with any owner of the rail lines and not limited to FEVR. Roll Call Vote. Members Legband, Landholm, Johnson, Kuhns, Eairleywine, Schaller, Anderson and Bixby voting Aye. 8 Ayes. Motion carried. Moved by Council Member Kuhns seconded by Council Member Legband to approve amended resolution. Roll Call Vote. Members Legband, Landholm, Johnson, Kuhns, Eairleywine, Schaller, Anderson and Bixby voting Aye. 8 Ayes. Motion carried.

Moved by Council Member Schaller seconded by Council Member Anderson to adjourn the meeting. Roll call vote: 8 ayes. Motion carried. Meeting adjourned at 7:39 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, Director of Finance

DATE: May 6, 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

Account Name	Statement ending balances						
	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							
<u>Checking/Money Market</u>							
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 Development 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
<u>CD Investments</u>							
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

Account Name	Statement ending balances						
	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							
<u>Checking/Money Market</u>							
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	\$ -
<u>CD Investments</u>							
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: Jody Sanders, Director of Finance

DATE: May 3, 2016

SUBJECT: Year to date financial reports.

Recommendation: Move to receive year to date financial reports for March 2016

Background: The following internally-produced year to date financial reports provide interim reporting to the City Council of the City's, including the utility funds, financial activity as of the end of the preceding month. The reports are typically provided with the second regularly-scheduled Council meeting each month, but at the six-month mark, we needed additional time to complete the reports. The Council continues to receive the monthly Report of the Treasury on the agenda for the first council meeting of each month.

Fiscal Impact: The fiscal impact is reflected within the reports. As a reminder, for most City revenue sources, only four or five months are included in these reports, so comparisons to budget are less helpful than comparison with the prior year. With six months of the fiscal year complete, normal percent of budgeted expenditures should be 50%. In those departments that the percent spent of budgeted expenditures exceeds 50%, the excess is attributable to one-time payments for annual services or fees.

General fund notes: Food and Beverage (F&B) tax receipts have averaged \$55,000 per month for City receipts. Charges for services show an increase, including \$55,000 more than last year in Ambulance and Fire receipts. Donations in the current year are up due to a \$25,000 grant to the Fire Department and a \$14,000 grant to the Library. The increase in Transfers in is due in large part to an increase in budgeted property tax relief from sales tax and the first two payments on the new fire aerial truck.

Sales tax collections appear to have slowed from the previous pace, lagging behind both last year and budgeted projections. Staff continues to monitor this activity, because the City has not yet been impacted by the \$57,000 reduction in sales tax receipts scheduled under the Nebraska Advantage Act (LB312) funds.

The Street fund's Intergovernmental revenue includes \$472,000 in State Highway Buyback dollars and approximately \$165,000 in federal grant funds for the completed sidewalk ramp project.

In the Other Funds, the City Employee Insurance fund shows claims down, due in part to reinsurance, but also a reduction in overall claims compared to last year. The increase in the Workers' Compensation Fund expenditures is due to an increase in claims year to date and an increase in the state assessment amount compared to last fiscal year.

On the governmental balance sheet, General Fund (GF) Unassigned fund balance is slightly over \$9 million, with just shy of \$1.9 million of GF fund balance committed for code enforcement/defense and the levee project. Other fund balances can also be found on Page 2 of this Balance Sheet.

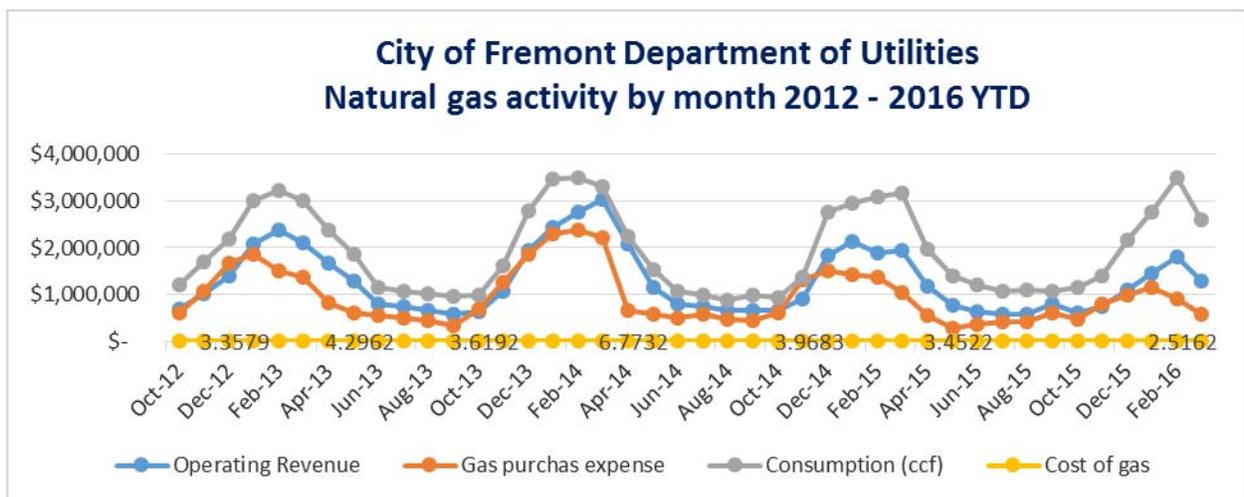
Staff Report
Year to date Financial Statements for March 2016
May 3, 2016

Turning to the Utility reports, in the Electric Fund, Year to date (YTD) this fund has recognized 55% of the Change in Net Position (or profit) budgeted for the fiscal year. Off system sales account for nearly all of the difference in YTD revenues. Accrued depreciation for the Air Quality Control System (AQCS) at \$110,000 per month for 4.5 months has added \$495,000 in YTD expenses, offset somewhat by the reduction in fuel expense caused by the reduction in off system sales. On a current month basis, residential consumption was down 15% compared to the prior year, accounting for \$142,000 of the dip in March operating revenues. AQCS depreciation and some timing differences result in operating expenses of \$150,000 more than 2015.

In the Water Fund, YTD this fund has recognized only 40% of the budgeted Change in Net Position for 2016; however, results are much improved from 2015 YTD. Variances to last year are generally the result of timing difference, such as a portion of the well field rent (\$18,000) received in March in 2016, compared to September in 2015, or other expenses paid in March 2016 that were paid in April 2015.

The Waste Water (Sewer) Fund has recognized 106% of the budgeted Change in Net Position for 2016, after removing the \$145,168 of grant funds received in February for the compost screener. Revenues are otherwise slightly higher with expenses below budgeted levels.

The Gas Fund has recognized 204% of the budgeted Change in Net Position for 2016. Note the graph below, showing the cyclical nature of this fund. By way of reference, at this point in 2015, the Gas Fund had recognized 154% of the budgeted Change in Net Position. All expense categories are below 50% spent for the year as well. For the current month, residential consumption is down 30% and commercial consumption is down 17%, accounting for most of the \$650,000 decrease in revenue from year to year. In addition, the price of natural gas has continued to decrease as well.



The Utilities' Statement of Net Position shows each fund's net position (compared to the governmental term "fund balance") and the restrictions on the net position.

Preliminary (Unaudited)
 City of Fremont - General Fund
 Statement of Revenues and Expenditures
 As of March 31, 2016

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	CURRENT YTD MARCH 2016	FISCAL YEAR 2015-2016 BUDGET	FISCAL YEAR % BUDGET EXPENDED 2015-2016	PRIOR YEAR YTD MARCH 2015	FISCAL YEAR 2014-2015 BUDGET	FISCAL YEAR % BUDGET EXPENDED 2014-2015
Revenue by Type						
Taxes						
Property	709,840	4,165,068	17.04	646,060	4,126,069	15.66
In Lieu of Tax	2,250	9,000	25.00	2,197	10,000	21.97
Franchise	59,360	240,000	24.73	59,487	274,000	21.71
Business	677,818	1,745,000	38.84	434,496	1,162,000	37.39
Intergovernmental	268,855	779,318	34.50	258,119	555,793	46.44
Charges for Services	1,111,030	2,477,300	44.85	1,032,828	2,474,750	41.73
Donations	48,585	604,250	8.04	8,864	140,000	6.33
Interest	12,970	20,000	64.85	9,031	9,250	97.63
Other	14,078	8,493	165.76	8,084	9,493	85.16
Total Revenue	2,904,786	10,048,429	28.91	2,459,166	8,761,355	28.07
Operating Expenditures by Activity						
Council	80,972	146,491	55.27	83,248	2,758,205	3.02
Administration						
City Administrator	125,656	298,159	42.14	108,160	236,891	45.66
Administration	586,433	1,361,385	43.08	614,183	1,524,316	40.29
Human Resources	38,344	88,095	43.53	18,187	184,929	9.83
Information Technologies	104,910	166,490	63.01	85,418	114,640	74.51
City Attorney	85,669	176,937	48.42	97,537	149,998	65.03
City Clerk	82,283	191,989	42.86	88,862	187,063	47.50
Inspections	181,557	395,517	45.90	150,093	330,303	45.44
Sanitation	558,521	1,516,091	36.84	558,720	1,496,235	37.34
Public Works						
Engineering	182,047	478,365	38.06	210,011	562,933	37.31
Planning Commission	35	300	11.67	90	1,050	8.57
Planning	61,470	155,251	39.59	30,959	117,194	26.42
Police						
Police	2,063,693	4,849,083	42.56	2,022,169	4,481,763	45.12
Animal Shelter	-	-	-	10,658	73,534	14.49
Fire						
Fire	1,408,356	2,998,234	46.97	1,280,583	2,745,266	46.65
Reserve	-	15,246	-	3	16,650	.02
Civil Defense	500	13,200	3.79	8,482	12,685	66.87
Parks						
Facilities	150,573	372,273	40.45	127,796	342,466	37.32
Parks	494,120	1,371,431	36.03	517,138	1,333,663	38.78
Recreation	137,721	439,427	31.34	134,486	377,222	35.65
Splash Station	45,729	302,357	15.12	23,317	287,833	8.10
Ronin	2,611	81,718	3.20	2,716	59,891	4.53
Cemetery	55,011	143,659	38.29	46,433	138,542	33.52
Library	484,891	1,083,942	44.73	458,931	1,018,582	45.06
Grant Appropriations	-	540,000	-	-	115,794	-
Total Operating Expenditures	6,931,102	17,185,640	40.33	6,678,180	18,667,648	35.77

Preliminary (Unaudited)
City of Fremont - General Fund
Statement of Revenues and Expenditures
As of March 31, 2016

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	CURRENT YTD MARCH 2016	FISCAL YEAR 2015-2016 BUDGET	FISCAL YEAR % BUDGET EXPENDED 2015-2016	PRIOR YEAR YTD MARCH 2015	FISCAL YEAR 2014-2015 BUDGET	FISCAL YEAR % BUDGET EXPENDED 2014-2015
Capital Expenditures by Activity						
Council	-	-	-	2,122	-	-
Administration						
Information Technologies	2,800	40,070	6.99	47,365	-	-
Public Works						
Police						
Police	10,556	270,900	3.90	29,854	87,390	34.16
Fire						
Fire	658,177	1,200,750	54.81	15,233	1,158,800	1.31
Parks						
Facilities	-	66,500	-	-	-	-
Parks	25,776	246,000	10.48	18,549	24,500	75.71
Splash Station	-	50,000	-	-	-	-
Ronin	-	-	-	-	18,000	-
Cemetery	550	190,000	.29	-	50,000	-
Library	-	5,000	-	4,535	-	-
Total Capital Expenditures	697,859	2,069,220	33.73	117,658	1,338,690	8.79
Total Expenditures	7,628,961	19,254,860	39.62	6,795,838	20,006,338	33.97
Excess/(Deficiency) of Revenues Over Expenditures	(4,724,175)	(9,206,431)	-	(4,336,672)	(11,244,983)	-
Other Financing Sources (Uses)						
Transfers in	4,179,379	8,580,931	48.71	3,263,729	7,791,658	41.89
Transfers out	(14,440)	(117,490)	12.29	(64,666)	(54,545)	118.56
Net transfers	4,164,939	8,463,441	-	3,199,063	7,737,113	-
Net change in fund balance	(559,236)	(742,990)	-	(1,137,609)	(3,507,870)	-

ADDITIONAL INFORMATION:
Provision of Fund Balance for
Fiscal Year 2015 was \$705,529, of
which \$1,924,070 is Carried Over
for Illegal Immigration & Levee

Preliminary (Unaudited)
City of Fremont - Street Fund
Statement of Revenues and Expenditures
As of March 31, 2016

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	CURRENT YTD MARCH 2016	FISCAL YEAR 2015-2016 BUDGET	FISCAL YEAR % BUDGET EXPENDED 2015-2016	PRIOR YEAR YTD MARCH 2015	FISCAL YEAR 2014-2015 BUDGET	FISCAL YEAR % BUDGET EXPENDED 2014-2015
Revenue by Type						
Taxes						
Motor Vehicle	201,411	490,000	41.10	186,310	450,000	41.40
Intergovernmental	1,829,355	3,077,502	59.44	1,184,099	2,357,000	50.24
Charges for Services	14,182	35,000	40.52	14,710	30,000	49.03
Interest	23,060	30,000	76.87	3,014	29,500	10.22
Other	1,721	-	-	1,357	-	-
Total Revenue	2,069,729	3,632,502	56.98	1,389,490	2,866,500	48.47
Expenditures by Activity						
Public Works						
Streets	1,170,637	2,726,747	42.93	1,072,060	2,508,375	42.74
Streets Improvement	305,024	3,920,097	7.78	380,371	3,764,100	10.11
Total Expenditures	1,475,661	6,646,844	22.20	1,452,431	6,272,475	23.16
Excess/(Deficiency) of Revenues Over Expenditures	594,068	(3,014,342)	-	(62,941)	(3,405,975)	-
Other Financing Sources (Uses)						
Transfers in	140,751	1,875,738	7.50	198,639	2,061,800	9.63
Net transfers	140,751	1,875,738	-	198,639	2,061,800	-
Net change in fund balance	734,819	(1,138,604)	-	135,698	(1,344,175)	-

Preliminary (Unaudited)
City of Fremont - All Other Funds
Summarized Statement of Revenues and Expenditures
As of March 31,2016

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	CURRENT YTD MARCH 2016	FISCAL YEAR 2015-2016 BUDGET	FISCAL YEAR % BUDGET EXPENDED 2015-2016	PRIOR YEAR YTD MARCH 2015	FISCAL YEAR 2014-2015 BUDGET	FISCAL YEAR % BUDGET EXPENDED 2014-2015
REVENUE BY FUND						
COMMUNITY DEVELOPMENT AGY	9,520	243,500	3.91	2,388	228,300	1.05
DEBT SERVICE	54,303	321,717	16.88	47,933	318,782	15.04
KENO	273,175	589,748	46.32	278,249	575,900	48.32
PUBLIC USE	15	2,000	.75	440	1,750	25.14
DOWNTOWN IMPROVEMENT DISTRICT	10,364	11,615	89.23	11,584	-	-
TRANSIT	-	-	-	-	49,505	-
ECONOMIC ENHANCEMENT	242	500	48.40	433	500	86.60
AIRPORT	101,900	293,500	34.72	100,166	139,950	71.57
CDBG	33,737	1,102,500	3.06	75,082	1,002,000	7.49
ENHANCED 911	412,465	979,242	42.12	396,011	929,460	42.61
DRUG TASK FORCE	-	-	-	-	416,117	-
WIRELESS E911	43,953	80,000	54.94	43,986	79,200	55.54
SPECIAL PROJECTS	713	1,321,131	.05	685	1,125,250	.06
IMPROVEMENTS	42,871	1,422,000	3.01	100,161	1,575,000	6.36
CITY EMPL INS BENEFIT	3,313,780	6,602,659	50.19	2,793,660	5,013,988	55.72
WORKERS COMPENSATION	300,492	605,000	49.67	250,164	502,000	49.83
EMPLOYEE WELLNESS	3,169	4,400	72.02	242	3,710	6.52
TOTAL REVENUE	4,600,699	13,579,512	33.88	4,101,184	11,961,412	34.29
EXPENDITURES BY FUND						
COMMUNITY DEVELOPMENT AGY	-	199,500	-	-	228,300	-
DEBT SERVICE	42,554	329,983	12.90	43,611	322,098	13.54
KENO	35,396	213,894	16.55	37,554	220,596	17.02
DOWNTOWN IMPROVEMENT DISTRICT	544	11,615	4.68	1,465	13,000	11.27
TRANSIT	-	-	-	-	61,480	-
ECONOMIC ENHANCEMENT	10,000	200,000	5.00	310,000	100,000	310.00
AIRPORT	55,098	285,169	19.32	50,974	119,327	42.72
CDBG	109,407	1,104,800	9.90	76,895	1,018,000	7.55
ENHANCED 911	389,495	1,005,179	38.75	409,541	942,101	43.47
DRUG TASK FORCE	11,280	9,000	125.33	171,041	303,480	56.36
SPECIAL PROJECTS	1,829	2,253,770	.08	-	1,250,000	-
IMPROVEMENTS	3,080	1,424,100	.22	2,266	1,590,000	.14
CITY EMPL INS BENEFIT	2,512,510	6,199,047	40.53	2,657,997	5,592,100	47.53
WORKERS COMPENSATION	403,994	685,000	58.98	305,768	587,500	52.05
EMPLOYEE WELLNESS	2,756	4,400	62.64	4,038	3,550	113.75
TOTAL EXPENDITURES	3,577,943	13,925,457	25.69	4,071,150	12,351,532	32.96

Preliminary (Unaudited)
City of Fremont - All Other Funds
Summarized Statement of Revenues and Expenditures
As of March 31, 2016

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	CURRENT YTD MARCH 2016	FISCAL YEAR 2015-2016 BUDGET	FISCAL YEAR % BUDGET EXPENDED 2015-2016	PRIOR YEAR YTD MARCH 2015	FISCAL YEAR 2014-2015 BUDGET	FISCAL YEAR % BUDGET EXPENDED 2014-2015
EXCESS/(DEFICIENCY) OF REVENUES OVER EXPENDITURES	1,022,756	(345,945)	-	30,034	(390,120)	-
OTHER FINANCING SOURCES (USES)						
TRANSFERS IN	16,873	1,110,876	1.52	12,290	299,616	4.10
TRANSFERS OUT	(271,768)	(600,037)	45.29	(302,139)	(696,638)	43.37
NET TRANSFERS	(254,895)	510,839	-	(289,849)	(397,022)	-
NET CHANGE IN FUND BALANCE	767,861	164,894	-	(259,815)	(787,142)	-

Preliminary (Unaudited)
 City of Fremont - Governmental Funds & Internal Service Fund
 Balance Sheet - Fund Basis
 As of March 31, 2016

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	General Fund	Sales Tax/ Special Revenue Fund	Street Fund	Community Development Agency	Other Governmental Funds	Total Governmental Funds	Internal Service Funds (CEI/WC/EW)
ASSETS							
Cash and Cash Equivalents	\$ 5,073,854	\$ 6,695,284	\$ 2,790,085	\$ 119,310	\$ 2,257,495	\$ 16,936,029	\$ 1,300,281
Investments	5,374,174	10,240,000	3,350,000	-	1,770,000	20,734,174	1,500,000
County treasurer cash	-	-	-	-	-	-	-
Receivables							
Special Assessments	-	-	-	-	398,865	398,865	-
Accounts, net of allowance for doubtful accounts	262,058	-	38,005	-	8,403	308,466	-
Notes receivable, net of allowance for doubtful accounts	9,973	1,013,333	-	-	1,229,385	2,252,691	-
Interest	4,020	38,087	16,139	-	26,247	84,492	17,225
Property tax	219,024	-	-	-	9,142	228,166	-
Business tax	-	-	-	-	-	-	-
Other tax	-	-	-	-	-	-	-
TIF bonds receivable	-	-	-	691,689	-	691,689	-
Due from other governments	18,721	-	-	-	-	18,721	-
Due from other funds	1,288,932	137,698	51,147	-	121,105	1,598,881	-
Prepaid Expenses	-	-	-	-	-	-	-
Total assets	\$ 12,250,757	\$ 18,124,402	\$ 6,245,376	\$ 810,999	\$ 5,820,642	\$ 43,252,175	\$ 2,817,506
LIABILITIES							
Accounts payable	\$ 387,286	-	\$ 12,684	-	\$ 13,409	\$ 413,378	\$ 7,963
Accrued expenses	436,403	-	60,337	-	38,660	535,399	-
Due to other governments	1,324	-	-	-	-	1,324	-
Due to other funds	182,465	664,917	4,092	415,079	371,805	1,638,358	-
TIF bonds payable	-	-	-	450,066	-	450,066	-
Advanced revenue	-	-	-	-	-	-	-
Unearned revenue	-	-	-	-	1,200	1,200	-
Total liabilities	1,007,478	664,917	77,113	865,145	425,074	3,039,725	7,963
DEFERRED INFLOWS OF RESOURCES							
Unavailable revenue-property taxes	123,214	-	-	-	5,848	129,062	-
Unavailable revenue-other local tax	-	-	-	-	279,268	279,268	-
Unavailable revenue-fees and other	135,795	-	54,144	-	8,403	198,342	-
Unavailable revenue-notes	-	-	-	241,624	137,698	379,322	-
Total deferred inflows	259,009	-	54,144	241,624	431,217	985,994	-

Preliminary (Unaudited)
 City of Fremont - Governmental Funds & Internal Service Fund
 Balance Sheet - Fund Basis
 As of March 31, 2016

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FUND BALANCES (DEFICIT)	General Fund	Sales Tax/ Special Revenue Fund	Street Fund	Community Development Agency	Other Governmental Funds	Total Governmental Funds	Internal Service Funds (CEI/WC/EW)
Nonspendable:							
Permanent fund principal	-	-	-	-	125,000	125,000	-
Prepaid expenses	-	-	-	-	-	-	-
Notes receivable	9,973	1,013,333	-	-	1,139,385	2,162,691	-
Restricted for:							
Debt service	-	-	-	-	122,539	122,539	-
Street Improvements	-	4,100,393	6,114,120	-	-	10,214,513	-
Public safety	-	1,226,239	-	-	34,055	1,260,294	-
Infrastructure	-	5,692,355	-	-	-	5,692,355	-
Property tax relief	-	328,671	-	-	-	328,671	-
Economic Development	-	5,098,493	-	-	185,910	5,284,403	-
Capital/special projects	-	-	-	-	2,373,394	2,373,394	-
Federal programs	-	-	-	-	20,835	20,835	-
Community betterment	-	-	-	-	592,627	592,627	-
Community development block grant	-	-	-	-	49,545	49,545	-
Committed for:							
Code enforcement/defense & Levee	1,889,938	-	-	-	-	1,889,938	-
Assigned for:							
Budget stabilization	-	-	-	-	-	-	-
Other	-	-	-	-	246,439	246,439	-
Unassigned	9,084,356	-	-	(295,768)	74,622	8,863,211	2,809,543
Total fund balances	10,984,268	17,459,484	6,114,120	(295,768)	4,964,351	39,226,456	2,809,543
Total liabilities, deferred inflows of resources and fund balances	\$ 12,250,755	\$ 18,124,401	\$ 6,245,377	\$ 811,001	\$ 5,820,642	\$ 43,252,175	\$ 2,817,506

FREMONT DEPARTMENT OF UTILITIES
ELECTRIC SYSTEM
FINANCE ACTIVITY
FOR MONTH ENDED 03/31/16

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	CURRENT YEAR ACTUAL Current Month	CURRENT YEAR ACTUAL Year-To-Date	PRIOR YEAR ACTUAL Current Month	PRIOR YEAR ACTUAL Year-To-Date	CURRENT YEAR BUDGET Year-To-Date	ANNUAL BUDGET	% BUDGET
REVENUE IN DOLLARS							
Operating Revenue	2,595,893	16,065,883	2,797,569	16,377,533	18,819,738	37,639,500	42.68
Less Operating Expense	2,094,922	13,240,486	1,944,508	12,845,311	16,102,404	32,205,495	41.11
Net Operating Revenue	500,971	2,825,397	853,061	3,532,222	2,717,334	5,434,005	51.99
Nonoperating Revenue	33,832	118,922	31,193	199,419	117,492	235,000	50.61
Less Nonoperating Expense	-	1,097,749	-	1,081,098	1,095,444	2,190,900	50.10
Net Nonoperating Revenue	33,832	(978,827)	31,193	(881,679)	(977,952)	(1,955,900)	50.04
Net Operating Revenue	500,971	2,825,397	853,061	3,532,222	2,717,334	5,434,005	51.99
Net Nonoperating Revenue	33,832	(978,827)	31,193	(881,679)	(977,952)	(1,955,900)	50.04
Net Revenue	534,803	1,846,570	884,254	2,650,543	1,739,382	3,478,105	53.09
Interfund Transfer In	5,435	14,440	727	64,666	57,594	115,190	12.54
Interfund Transfer Out	(192,164)	(1,076,694)	(198,034)	(1,188,206)	(1,086,426)	(2,172,865)	49.55
Net Interfund Transfer	(186,729)	(1,062,254)	(197,307)	(1,123,540)	(1,028,832)	(2,057,675)	51.62
Change in Net Position	348,074	784,316	686,947	1,527,003	710,550	1,420,430	55.22
EXPENSE IN DOLLARS							
Production	1,238,544	8,166,691	1,264,330	8,609,225	10,332,768	20,665,693	39.52
Distribution	223,946	1,279,478	212,293	1,241,272	1,514,310	3,028,797	42.24
Administrative & General	135,986	1,927,136	99,368	1,847,733	1,955,982	3,912,305	49.26
Depreciation	376,586	2,045,025	257,740	1,536,064	2,322,090	4,644,200	44.03
Subtotal	1,975,062	13,418,330	1,833,731	13,234,294	16,125,150	32,250,995	41.61
Purchased Power	119,860	919,905	110,777	692,115	1,072,500	2,145,000	42.89
Cost of Inventory Sold	-	-	-	-	198	400	-
Total Expenses	2,094,922	14,338,235	1,944,508	13,926,409	17,197,848	34,396,395	41.69
INFORMATIONAL ONLY, all amounts included above:							
PAYROLL IN DOLLARS							
Regular	468,806	2,836,717	442,904	2,741,170	3,319,932	6,639,916	42.72
Overtime	31,183	255,340	27,468	243,857	286,746	573,500	44.52
Total Payroll	499,989	3,092,057	470,372	2,985,027	3,606,678	7,213,416	42.87
Off System Sales	6,560	362,919	51,275	703,565	900,000	1,800,000	20.16
Late Payment Revenue	13,784	91,366	16,587	97,343	-	-	-
Fixed Asset/Capital WIP	(32,527)	19,077	(4,766)	87,251	-	-	-

FREMONT DEPARTMENT OF UTILITIES
WATER SYSTEM
FINANCE ACTIVITY
FOR MONTH ENDED 03/31/16

4/28/16
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	CURRENT YEAR ACTUAL Current Month	CURRENT YEAR ACTUAL Year-To-Date	PRIOR YEAR ACTUAL Current Month	PRIOR YEAR ACTUAL Year-To-Date	CURRENT YEAR BUDGET Year-To-Date	ANNUAL BUDGET	% BUDGET
REVENUE IN DOLLARS							
Water Sales	224,384	1,483,547	216,894	1,332,185	1,655,496	3,311,000	44.81
Tap Fees	-	-	-	5,870	3,000	6,000	-
Total Operating Revenue	224,384	1,483,547	216,894	1,338,055	1,658,496	3,317,000	44.73
Less Operating Expense	197,816	1,168,648	203,236	1,189,402	1,330,968	2,662,395	43.89
Net Operating Revenue	26,568	314,899	13,658	148,653	327,528	654,605	48.11
Nonoperating Revenue	21,877	28,195	3,536	47,715	7,092	14,200	198.56
Less Nonoperating Expense	-	81,666	-	106,380	81,024	162,058	50.39
Net Nonoperating Revenue	21,877	(53,471)	3,536	(58,665)	(73,932)	(147,858)	36.16
Net Operating Revenue	26,568	314,899	13,658	148,653	327,528	654,605	48.11
Net Nonoperating Revenue	21,877	(53,471)	3,536	(58,665)	(73,932)	(147,858)	36.16
Net Revenue	48,445	261,428	17,194	89,988	253,596	506,747	51.59
Interfund Transfer In	-	4,068	-	12,199	53,064	106,134	3.83
Interfund Transfer Out	(17,195)	(94,665)	(12,500)	(75,000)	(92,952)	(185,914)	50.92
Net Interfund Transfer	(17,195)	(90,597)	(12,500)	(62,801)	(39,888)	(79,780)	113.56
Change in Net Position	31,250	170,831	4,694	27,187	213,708	426,967	40.01
EXPENSE IN DOLLARS							
Production	22,687	147,864	34,286	172,453	233,754	467,650	31.62
Distribution	51,657	271,377	53,988	316,058	310,638	621,420	43.67
Administrative & General	44,556	358,604	38,006	350,779	373,854	747,883	47.95
Depreciation	78,916	472,469	76,956	456,492	493,746	987,500	47.84
Total Expense	197,816	1,250,314	203,236	1,295,782	1,411,992	2,824,453	44.27
INFORMATIONAL ONLY, all amounts included above:							
PAYROLL IN DOLLARS							
Regular	50,621	300,423	47,754	287,661	333,900	667,845	44.98
Overtime	1,029	16,187	2,377	14,639	15,846	31,700	51.06
Total Payroll	51,650	316,610	50,131	302,300	349,746	699,545	45.26

Fixed Asset/Capital WIP

- - - 228 - - -

FREMONT DEPARTMENT OF UTILITIES
SEWER SYSTEM
FINANCE ACTIVITY
FOR MONTH ENDED 03/31/16

4/28/16
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1. 1

	CURRENT YEAR ACTUAL Current Month	CURRENT YEAR ACTUAL Year-To-Date	PRIOR YEAR ACTUAL Current Month	PRIOR YEAR ACTUAL Year-To-Date	CURRENT YEAR BUDGET Year-To-Date	ANNUAL BUDGET	% BUDGET
REVENUE IN DOLLARS							
Sewer Rentals	383,424	2,520,176	431,375	2,473,957	2,400,492	4,801,000	52.49
Tap Fees	-	-	-	9,740	-	-	-
Total Operating Revenue	383,424	2,520,176	431,375	2,483,697	2,400,492	4,801,000	52.49
Less Operating Expense	383,219	2,058,537	330,584	1,837,862	2,132,970	4,266,410	48.25
Net Operating Revenue	205	461,639	100,791	645,835	267,522	534,590	86.35
Nonoperating Revenue	7,019	203,692	8,662	43,292	33,096	66,200	307.69
Less Nonoperating Expense	-	27,142	-	40,966	26,922	53,856	50.40
Net Nonoperating Revenue	7,019	176,550	8,662	2,326	6,174	12,344	1,430.25
Net Operating Revenue	205	461,639	100,791	645,835	267,522	534,590	86.35
Net Nonoperating Revenue	7,019	176,550	8,662	2,326	6,174	12,344	1,430.25
Net Revenue	7,224	638,189	109,453	648,161	273,696	546,934	116.68
Interfund Transfer In	-	3,260	-	9,777	42,528	85,063	3.83
Interfund Transfer Out	(29,155)	(160,499)	(12,500)	(75,000)	(157,608)	(315,220)	50.92
Net Interfund Transfer	(29,155)	(157,239)	(12,500)	(65,223)	(115,080)	(230,157)	68.32
Change in Net Position	(21,931)	480,950	96,953	582,938	158,616	316,777	151.83
EXPENSE IN DOLLARS							
Production	183,086	869,586	154,993	786,241	870,648	1,741,500	49.93
Collection	43,497	243,356	30,135	159,952	273,096	546,265	44.55
Administrative & General	46,261	311,497	38,982	294,727	336,504	673,201	46.27
Depreciation	110,375	661,240	106,474	637,908	679,644	1,359,300	48.65
Total Expense	383,219	2,085,679	330,584	1,878,828	2,159,892	4,320,266	48.28
INFORMATIONAL ONLY, all amounts included above:							
PAYROLL IN DOLLARS							
Regular	99,247	487,861	71,443	438,578	545,784	1,091,600	44.69
Overtime	1,172	15,208	2,967	18,004	19,494	39,000	38.99
Total Payroll	100,419	503,069	74,410	456,582	565,278	1,130,600	44.50

Fixed Asset/Capital WIP

- - - 174 - - -

FREMONT DEPARTMENT OF UTILITIES
GAS SYSTEM
FINANCE ACTIVITY
FOR MONTH ENDED 03/31/16

4/28/16
3:25 PM
1. 1

	CURRENT YEAR ACTUAL Current Month	CURRENT YEAR ACTUAL Year-To-Date	PRIOR YEAR ACTUAL Current Month	PRIOR YEAR ACTUAL Year-To-Date	CURRENT YEAR BUDGET Year-To-Date	ANNUAL BUDGET	% BUDGET
REVENUE IN DOLLARS							
Operating Revenue	1,285,508	7,023,237	1,933,609	9,358,098	7,467,486	14,935,000	47.03
Less Operating Expense	821,532	6,341,176	1,250,603	8,660,412	7,036,068	14,072,475	45.06
Net Operating Revenue	463,976	682,061	683,006	697,686	431,418	862,525	79.08
Nonoperating Revenue	644	2,684	4,144	20,942	17,496	35,000	7.67
Less Nonoperating Expense	-	5,890	-	6,141	5,886	11,780	50.00
Net Nonoperating Revenue	644	(3,206)	4,144	14,801	11,610	23,220	(13.81)
Net Operating Revenue	463,976	682,061	683,006	697,686	431,418	862,525	79.08
Net Nonoperating Revenue	644	(3,206)	4,144	14,801	11,610	23,220	(13.81)
Net Revenue	464,620	678,855	687,150	712,487	443,028	885,745	76.64
Interfund Transfer In	-	-	-	-	-	-	-
Interfund Transfer Out	(62,023)	(341,438)	(57,989)	(347,936)	(360,282)	(720,582)	47.38
Net Interfund Transfer	(62,023)	(341,438)	(57,989)	(347,936)	(360,282)	(720,582)	47.38
Change in Net Position	402,597	337,417	629,161	364,551	82,746	165,163	204.29
EXPENSE IN DOLLARS							
Gas Purchase Expense	584,240	4,888,458	1,037,265	7,299,476	5,499,996	11,000,000	44.44
Distribution	109,592	675,708	106,421	649,510	702,408	1,404,960	48.09
Administrative & General	89,694	556,145	68,400	478,523	599,796	1,199,785	46.35
Depreciation	38,006	226,755	38,517	239,044	239,754	479,510	47.29
Total Expense	821,532	6,347,066	1,250,603	8,666,553	7,041,954	14,084,255	45.06
INFORMATIONAL ONLY, all amounts included above:							
PAYROLL IN DOLLARS							
Regular	94,005	596,296	93,413	600,850	619,482	1,239,000	48.13
Overtime	1,370	10,961	2,669	12,071	13,896	27,800	-
Total Payroll	95,375	607,257	96,082	612,921	633,378	1,266,800	47.94
Late Payment Revenue	10,840	40,537	6,879	30,867	32,496	65,000	62.36
Fixed Asset/Capital WIP	(12,129)	-	-	-	-	-	-

CITY OF FREMONT, NEBRASKA
STATEMENT OF NET POSITION - PROPRIETARY FUNDS
March 31, 2016

	Enterprise Funds				Total
	Electric Fund	Water Fund	Sewer Fund	Gas Fund	
ASSETS					
Current assets:					
Cash and cash equivalents	\$ 7,669,615	\$ 1,598,115	\$ 1,714,080	\$ 4,311,368	\$ 15,293,177
Investments	13,518,320	-	5,057,870	2,948,815	21,525,005
Receivables					
Accounts, net of allowance for doubtful accounts	827,093	173,619	114,046	480,759	1,595,517
Budget billing balance	(1,128,383)				(1,128,383)
Unbilled revenue	2,239,876	240,680	426,810	538,968	3,446,335
Due from other funds	57,356	2,042	367	6,107	65,872
Due from other governments	-	-	-	-	-
Interest	125,828	4,795	21,219	19,842	171,683
Inventory	5,035,016	329,543	142,837	534,290	6,041,686
Prepaid expenses	229,290	74,731	78,598	152,753	535,372
Total current assets	<u>28,574,011</u>	<u>2,423,526</u>	<u>7,555,827</u>	<u>8,992,901</u>	<u>47,546,265</u>
Noncurrent assets:					
Restricted cash and cash equivalents	1,507,700	33,680	-	-	1,541,380
Restricted investments	7,430,480	875,000	317,130	51,185	8,673,795
Unamortized bond discount	129,762	12,522	9,190	1,940	153,413
Unamortized bond insurance	66,576	17,632	12,335	2,379	98,922
Capital assets					
Land	2,086,695	1,890,618	143,803	116,340	4,237,456
Construction in progress	57,180,378	380,357	97,555	49,394	57,707,684
Depreciable capital assets	140,646,669	39,544,753	50,437,261	15,802,357	246,431,041
Less Accumulated depreciation	(92,225,862)	(15,876,296)	(24,021,698)	(10,529,458)	(142,653,313)
Net capital assets	<u>107,687,880</u>	<u>25,939,433</u>	<u>26,656,921</u>	<u>5,438,633</u>	<u>165,722,867</u>
Total noncurrent assets	<u>116,822,398</u>	<u>26,878,267</u>	<u>26,995,576</u>	<u>5,494,137</u>	<u>176,190,377</u>
Total assets	<u>145,396,409</u>	<u>29,301,792</u>	<u>34,551,403</u>	<u>14,487,038</u>	<u>223,736,642</u>
LIABILITIES					
Current liabilities:					
Accounts payable	282,031	7,844	56,356	468,055	814,286
Due to other funds	15,259	1,703	3,164	6,247	26,373
Accrued payroll and vacation	422,585	22,276	56,029	80,955	581,846
Sales tax payable	199,538	534	-	30	200,102
Accrued interest payable	626,339	33,268	4,819	919	665,345
Customer deposits	495,040	825	366	-	496,231
Warranty reserve surge protection	5,218	-	-	-	5,218
Current portion of long-term obligations	2,462,921	282,054	279,696	35,330	3,060,001
Total current liabilities	<u>4,508,931</u>	<u>348,504</u>	<u>400,431</u>	<u>591,536</u>	<u>5,849,401</u>
Noncurrent liabilities:					
Fly Ash liability	249,428	-	-	-	249,428
Compensated absences	502,279	42,939	44,749	154,348	744,315
Unamortized bond premium	2,044,035	50,713	275	-	2,095,023
Noncurrent portion of long-term obligations	58,652,026	6,590,228	2,107,448	355,298	67,704,999
Total noncurrent liabilities	<u>61,447,769</u>	<u>6,683,880</u>	<u>2,152,472</u>	<u>509,646</u>	<u>70,793,766</u>
Total liabilities	<u>65,956,699</u>	<u>7,032,384</u>	<u>2,552,902</u>	<u>1,101,182</u>	<u>76,643,167</u>
NET POSITION					
Invested in capital assets, net	46,639,510	19,084,783	24,282,112	5,050,384	95,056,789
Restricted for:					
Debt service	7,179,908	908,680	317,130	51,185	8,456,903
Fly Ash disposal	250,572	-	-	-	250,572
Unrestricted	25,369,720	2,275,946	7,399,259	8,284,287	43,329,212
Total net position	<u>\$ 79,439,709</u>	<u>\$ 22,269,409</u>	<u>\$ 31,998,501</u>	<u>\$ 13,385,856</u>	<u>\$ 147,093,475</u>

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: TYLER FICKEN, CITY CLERK

DATE: MARCH 22, 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.

#

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREMONT, NEBRASKA, APPROVING CONSUMPTION OF ALCOHOLIC BEVERAGES ON CITY PROPERTY AS FOLLOWS:

<u>Requestor:</u>	<u>Date:</u>	<u>Purpose:</u>	<u>City Property</u>
Fremont Health	6-29-2016	Service Award Recognition	Christensen Field
Jill Stara	6-10-2017	Wedding Reception	City Auditorium

PASSED AND APPROVED THIS _____ DAY OF _____, 2016

Scott Getzschman, Mayor

ATTEST:

Tyler Ficken, City Clerk

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 Fremont Health, I respectfully request permission
Organization or Individual
to consume alcohol beverages on June 29, 14 at Christensen Field
Date Location
for a Service Award Recognition
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:

Bethany Childers Bethany Childers
Print Name Signature
Fremont Health
450 East 23rd St. Fremont (402) 727-3782
Address City State & Zip Phone

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 Jill Stara, I respectfully request permission
Organization or Individual

to consume alcohol beverages on 6-10-2017 at Fremont 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:

Jill Stara Jill Stara
Print Name Signature
1987 Morningside Rd. Apt. 347 (402) 367-8162
Address City State & Zip Phone
Fremont, NE 68025

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: TYLER FICKEN, CITY CLERK

DATE: May 3, 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

Papa Trucking & Grading

Time Warner Cable Midwest LLC

Applicant

Dean Papa

Aaron Crawford

Background: 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.

#

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 FMC 10-322 / EXCAVATE
License should be issued to DEAN PAPA

License shall be used by applicant as the sole owner of business, which will be conducted under the name of
PAPA TRUCKING & GRADING INC at 900 S. UNION 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 402-727-6323

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 25+ years of practical experience in this type of work at the following places (Cover the last five years)

HABITAT FOR HUMANITY - SCHULTZ TRANSPORTATION

I have the following technical education: _____

I give you the following references: DAVE MILLEY, TOM SAWYER
PAUL GIFFORD

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 5/3/16

Signature Dean Papa

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 FMC 10-322 - Cement Work/Asphalt/Excavate
 License should be issued to Time Warner Cable Midwest LLC

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: _____)

Applicant telephone number at place of business or where can be reached 402-328-4215

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 25+ years of practical experience in this type of work at the following places (Cover the last five years)

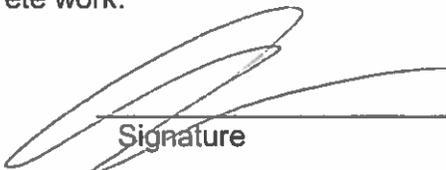
I have the following technical education: NEC, NFSC

I give you the following references: _____

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 4-21-16


 Signature

Bond 82397930

LICENSE OR PERMIT BOND

KNOW ALL BY THESE PRESENTS, That we, TIME WARNER CABLE MIDWEST LLC D/B/A TIME WARNER CABLE
as Principal, of 550 N. Continental Boulevard
(Street and Number)
El Segundo CA and the FEDERAL INSURANCE COMPANY
(City) (State)

, a IN corporation, as Surety, are held and bound unto CITY OF FREMONT
400 E. Military Ave. Fremont, NE 68025

, as Obligee, in the sum of Five Thousand and 00/100 Dollars (\$ 5,000.00)
for which sum, well and truly to be paid, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 1st day of April 2016.

THE CONDITION OF THIS OBLIGATION IS SUCH, That WHEREAS, the Principal has been or is about to be granted a license or permit to do business as an excavation for the City of Fremont

by the Obligee.

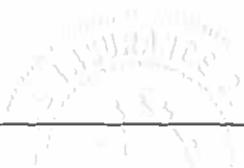
NOW, THEREFORE, if the Principal well and truly comply with applicable local ordinances, and conduct business in conformity therewith, then this obligation to be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER:

- 1. This bond shall continue in force:
 - Until _____, or until the date of expiration of any Continuation Certificate executed by the Surety
 - OR
 - Until canceled as herein provided.
- 2. This bond may be canceled by the Surety by the sending of notice in writing to the Obligee, stating when, not less than 30 days thereafter, liability hereunder shall terminate as to subsequent acts or omissions of the Principal.

TIME WARNER CABLE MIDWEST LLC D/B/A TIME WARNER CABLE
[Signature] Principal
VP OF RISK MANAGEMENT

FEDERAL INSURANCE COMPANY
By [Signature]
Susan A. Welsh Attorney-in-Fact

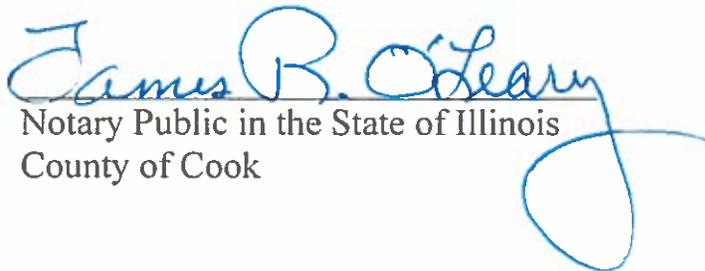


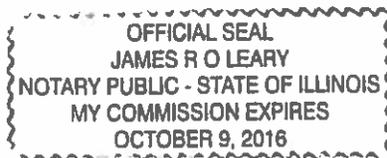
ACKNOWLEDGEMENT BY SURETY

STATE OF ILLINOIS
COUNTY OF COOK

On this 1st day of April, 2016, before me, James R. O'Leary, a Notary Public, within and for said County and State, personally appeared Susan A. Welsh to me personally known to be the Attorney-in-Fact of and for Federal Insurance Company and acknowledged that s/he executed the said instrument as the free act and deed of said Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.


Notary Public in the State of Illinois
County of Cook





**Chubb
Surety**

**POWER
OF
ATTORNEY**

**Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company**

**Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059**

Know All by These Presents, That **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, and **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, do each hereby constitute and appoint Marcia K. Casafsky, Debra J. Doyle, Derek J. Elston, Jennifer L. Jakaitis, Judith A. Lucky-Eftimov, James B. McTaggart, Linda M. Napolillo, Sandra M. Nowak, Diane M. O'Leary, Christina L. Sandoval, Christopher P. Troha, Susan A. Welsh and Sandra M. Winsted of Chicago, Illinois

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations. In Witness Whereof, said **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this **19th** day of **October, 2015**.

Dawn M. Chloros, Assistant Secretary

David B. Norris, Jr., Vice President



STATE OF NEW JERSEY

ss.

County of Somerset

On this **19th** day of **October, 2015** before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By-Laws of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By-Laws and in deponent's presence.

Notarial Seal



**KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 16, 2019**

Notary Public

CERTIFICATION

Extract from the By-Laws of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY**:

"Except as otherwise provided in these By-Laws or by law or as otherwise directed by the Board of Directors, the President or any Vice President shall be authorized to execute and deliver, in the name and on behalf of the Corporation, all agreements, bonds, contracts, deeds, mortgages, and other instruments, either for the Corporation's own account or in a fiduciary or other capacity, and the seal of the Corporation, if appropriate, shall be affixed thereto by any of such officers or the Secretary or an Assistant Secretary. The Board of Directors, the President or any Vice President designated by the Board of Directors may authorize any other officer, employee or agent to execute and deliver, in the name and on behalf of the Corporation, agreements, bonds, contracts, deeds, mortgages, and other instruments, either for the Corporation's own account or in a fiduciary or other capacity, and, if appropriate, to affix the seal of the Corporation thereto. The grant of such authority by the Board or any such officer may be general or confined to specific instances."

I, Dawn M. Chloros, Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** (the "Companies") do hereby certify that

- (i) the foregoing extract of the By-Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in the U.S. Virgin Islands, and Federal is licensed in Guam, Puerto Rico, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this **1st of April 2016**



Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

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 _____

PRINT NAME Aaron J. Crawford - Const. Manager Time Warner Cable
(first, middle, last)

SIGNATURE _____

DATE 4-21-16

No Material Discrepancies exist as verified by SAVE.

Verified on: _____ by: _____

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Dan Seder, Director of Parks and Recreation

DATE: April 27, 2016

SUBJECT: Eastern Nebraska Office on Aging (ENOA) Contract with Fremont Friendship Center

Recommendation: Move to approve the contract for the 2016-2017 year and authorize the Mayor to sign all documents related to this agreement.

Background: This is an annual agreement between the Eastern Nebraska Office on Aging and the City of Fremont. The City Attorney has reviewed this document and approves of the wording.

Fiscal Impact: The contracted agreement will pay the City \$20,092 (\$1,674.37 monthly) to cover expenses for part time Assistant Manager, part time Custodian and minor services to operate the facility.



SPACE AND SERVICES CONTRACT

THIS SPACE AND SERVICE CONTRACT (This Contract) is made and entered into this **first day of July 2016** by and between the **EASTERN NEBRASKA OFFICE ON AGING**, a division of the Eastern Nebraska Human Services Agency, an agency formed under the Nebraska Interlocal Cooperation Act (herein referred to as "**ENOA**") and **CITY OF FREMONT** a Nebraska non-profit corporation (herein referred to as "**Contractor**") for the operation of a senior center.

WHEREAS, ENOA has entered into an agreement with the State of Nebraska, Department of Health & Human Services Division of Medicaid and Long-term Care, an agency of the State of Nebraska (herein referred to as the "**State**") to provide a nutrition program to persons 60 years of age and older residing in Dodge County (herein referred to as the "**Area**"); and

WHEREAS, ENOA has been created according to Sections 13-801 through 13-807 Revised Statutes of Nebraska, 1943, Reissue 1987, and further has been recognized by the State as the official area agency on aging for the Area; and

WHEREAS, ENOA has determined in its Area Plan for Fiscal Year 2016-2017 that there exists a significant and clear need for a nutrition program for older persons living in the Area; and

WHEREAS, Contractor maintains and desires to provide ENOA the premises called the "Fremont Friendship Center" located at 1730 W. 16th Street (the "Premises") with accommodations suitable to serve and provide meals and to operate a senior center to not less than twenty-five (25) older adults between the hours of 9:00 a.m. and 1:00 p.m. Monday through Friday and which will accommodate the uses and purpose for which ENOA will occupy and possess the Premises..

NOW, THEREFORE, IT IS AGREED as follows:

ARTICLE I

USE, OCCUPANCY, PURPOSE AND POSSESSION OF SPACE

The Contractor hereby agrees to allow ENOA to use, occupy and possess the Premises for the purpose set forth herein, according to the terms and conditions of this contract. ENOA may use occupy and possess the entire facility excepting room numbers 111, 113, and 116. In addition, a portion of room number 114 (the "Northwest storage room") shall be designated for ENOA's use and possession. ENOA may use, occupy and possess room numbers 105, 106 and 107 and all adjoining hallways and restrooms, of the Premises five (5) days per week, Monday through Friday from 8:00 AM through 5:00 PM, and the remaining space and parts of the Premises five (5) days per week Monday through Friday from 9:00 AM through 1:00 PM except on those occasions when the building is required for a pre-arranged function, including the annual week long 4-H Fair, for which notice of such function shall be given to ENOA at least two (2) days in advance of such function. Such functions shall not be material in the aggregate number of days which ENOA may use, occupy and possess the Premises. It is agreed that ENOA may use, occupy and possess the Premises without charge whatsoever.

During the term of this Contract, ENOA shall use, occupy and possess the Premises for the purpose of: (a) operating a senior center, which will include, but not be limited to, serving meals and providing supportive services and educational & recreational activities for persons sixty (60) years of age and older in Fremont and the surrounding area, (b) providing office space for a

Senior Center Manager who is provided by the Contractor according to the terms and conditions of this Contract and (c) providing office space for a RSVP Recruiter, Case Manager, and Information & Assistance Specialist. ENOA acknowledges the Contractor, by and through the Fremont Parks and Recreation Department will operate the recreational room located on the Premises five (5) days a week, Monday through Thursday from 12:00 PM to 3:00 PM and Friday 12:00 PM to 1:00 PM for persons fifty (50) years of age and older. The parties acknowledge and agree to work together to coordinate the activities and avoid duplication of activities and services during the time period that the programs overlap.

ARTICLE II

APPOINTMENT

Contractor is hereby retained and appointed to represent ENOA in connection with providing a nutrition program for older adults at the Premises. Contractor acknowledges it is an independent contractor and shall be solely responsible for, and indemnify ENOA, all federal, state, and local taxes including FICA for Contractor's employees retained to effectuate the purpose of this Contract.

ARTICLE III

CONTRACTOR RESPONSIBILITIES AND SERVICES

Except as otherwise specifically provided for herein, the Contractor shall be responsible for all the services and obligations, including all operating costs and expenses, in carrying out the terms of this Contract, and agrees:

- a) To provide a Senior Center Manager who will be responsible for the day-to-day operation of the program and meet all requirements of the Senior Center Manager job description attached hereto and identified as Exhibit "A" and by this reference made a part of this Contract.
- b) To provide a custodian who will be responsible for keeping occupied areas in a clean, presentable and sanitary condition that meets requirements of the custodian job description attached hereto and identified as "Exhibit B" and, by this reference, made a part of this Contract
- c) To provide persons to receive and serve meals and supervise to clean up following the noon meal in accordance with Nutrition Program policies and procedures.
- d) To place food order with the ENOA Nutrition Division by 1:00 pm, on day prior to serving day, for the number of meals needed for the serving day.
- e) To ascertain that all claims for meals delivered are correct. Contractor shall not order more meals than the actual number of reservations made by the center participants.

- f) To assure money collected is a confidential voluntary contribution for meals, record daily on cash contribution sheet, obtain two (2) verifying signatures (initials are acceptable), and deposit amount in ENOA designated account.
- g) To ensure that food temperatures are no less than 140 degrees F for hot food items and no higher than 45 degrees F for cold food items.
- h) To clean the utensils or containers food is delivered in and properly dispose of all leftovers.
- i) To submit a documented current Food Service Establishment Inspection Report by the Nebraska Department of Health at the time Contract is signed or upon receipt of Inspection Report.
- j) To provide for supporting social services as follows:
 - 1. Conduct outreach activities by identifying and contacting older adults in the vicinity who are eligible for the Nutrition Program.
 - 2. Refer older adults to ENOA for additional available services.
 - 3. Provide 12 activities per year, which enhance the center participant's potential for creating and maintaining a healthy lifestyle. These activities could include but not be limited to health promotion, nutrition education, physical activities, and dissemination of information regarding mental and physical health issues.
 - 4. Conduct 4 activities per year, which create opportunities for fostering a center participant's sense of usefulness and self-esteem. These activities could include but not be limited to volunteer opportunities, community service projects, educational events, and cultural events.
 - 5. Conduct 6 activities per year, which enhance a center participant's potential to maintain an independent lifestyle. These activities could include but not be limited to educational sessions on financial concerns, housing alternatives, in-home services, and support groups.
 - 6. Conduct at least 1 major activity per year, which helps achieve optimal level of operation for the center. These activities could include but not be limited to fundraising, outreach, and implementation of cost-saving measures.
 - 7. Conduct 12 activities per year, which create opportunities for socialization. These activities could include but not be limited to trips, crafts, games, and special entertainment/programs.
- k) To account for all equipment purchased with funds received from ENOA when required.
- l) To publicize the availability of the Nutrition Program for older adults at the facility.

- m) To determine that all recipients meet requisite age requirements or are an eligible under 60 participant. All other under-age participants must pay full cost of the meal as required by ENOA Nutrition Program policies.
- n) To supervise keeping senior center dining area, entry area, and restrooms clean, sanitary, and uncluttered.
- o) Center staff must complete required paperwork in a timely and correct manner. Guest logs and cash contribution sheets must be completed daily; ~~transportation logs must coincide with appropriate guest logs.~~ D J.
- p) To assure that all ENOA policies and procedures are followed.
- q) The participant level at the center must average 25 per day in the various activities; using monthly totals to determine said average.
- r) To operate the center Monday-Friday except for 11 ENOA holidays during the year. Contractor shall notify ENOA of other holidays and other center closings to be taken.
- s) The Contractor is responsible for seeing the building is in normal operating condition by 9:00 AM Monday-Friday.
- t) The Contractor, at its sole cost and expense, agrees to be responsible for and/or provide additional services to ENOA or the Premises as follows:
 1. Snow removal, as necessary
 2. Adequate heat, light, and hot water
 3. Storage space necessary to the Nutrition Program limited to the currently leased rooms and a portion of room #114 (Northwest storage room)
 4. Pest control
 5. Any janitorial service required to restore the occupied areas to a clean, presentable and sanitary condition by 9:00 a.m. Monday-Friday after non-ENOA Nutrition Program use; and
 6. All real estate taxes and assessments.

ARTICLE IV

ENOA RESPONSIBILITIES AND SERVICES

In carrying out the terms of this Contract, ENOA agrees:

- a) To provide in-service training for senior center staff to improve job-related skills.
- b) To provide nutrition education and recreational assistance to center staff.
- c) To provide administrative and technical assistance and monitor contract compliance by:
 1. Reviewing reports and records submitted to ENOA as described in Contract.

2. Conducting unannounced center evaluations and center visits by program administrative staff.
 3. Conducting such other activities as deemed necessary by ENOA Director.
- d) To provide meals which supply one-third of the DRI's and comply with the most recent Dietary Guidelines for Americans. Paper products, coffee, tea, sugar, cream, condiments, etc. supplied by ENOA.
 - e) To provide kitchen and cleaning supplies necessary for the operation of the Nutrition Program.
 - f) To provide trash cans and trash liners.
 - g) To provide reimbursement for voice mail on senior center telephone.
 - h) To provide reimbursement for one-half the cost of pest control.
 - i) To provide trash removal.
 - j) At the close of ENOA services, ENOA will turn off lights, secure the offices and make sure front entrance doors are locked.
 - k) ENOA will be responsible for moving and securing equipment with the exception of tables and chairs for a non-ENOA nutrition program use.
 - l) In conforming with the requirements of the Rural Transportation Program, ENOA will provide transportation to the Center through its Rural Transportation Program based on the availability of a driver, an operational vehicle and sufficient funding through the Nebraska Department of Roads.

ARTICLE V

COMPENSATION

In consideration of the services herein provided by the Contractor pursuant to this Contract, ENOA shall provide reimbursement as outlined in "Exhibit C" attached hereto and by this reference made a part of this Contract.

ARTICLE VI

MAINTENANCE, UPKEEP, ALTERATION, OR REPAIR OF PREMISES

ENOA accepts the Premises "as is" based upon a personal inspection and investigation thereof. No other representation or warranties of condition are given other than expressed in this

Contract. In addition to the other obligations, covenants and responsibilities herein, Contractor, at its sole cost and expense, shall maintain and keep the Premises in good order, condition and repair. Alterations or additions to or upon the Premises necessary to any ENOA services, including the Nutrition Program shall be at ENOA's cost, and then only with prior written approval of Contractor, which approval shall not be unreasonable withheld. Contractor agrees that it will maintain, repair, replace, make alterations or additions to and be responsible for any defects in the building or structural soundness of its contents and fixtures which are attached to or made a part thereof of the building or Premises, including any repairs, alterations, replacements required by the Occupational Safety and Health Act. ENOA agrees to repair and be responsible for any violations of the Occupational Safety and Health Act that, in fact, are specifically unique because of ENOA's occupancy of the Premises. ENOA shall keep the Premises free of mechanic's, laborer's, or material men's liens arising from maintenance, repair, alteration or additions thereto; provided, however, ENOA, at its cost, shall have the right to contest any such lien as to its validity or amount and withhold payment thereon until adjudged valid by a final judgment of a court of competent jurisdiction.

ARTICLE VII

LOSS, DAMAGE, OR DESTRUCTION TO PREMISES

In the event of any loss, damage, or destruction of the premises, whether in whole or in part, the following provisions shall govern:

- (a) Contractor may at its option, repair said premises or declare this Contract immediately terminated.
- (b) That portion of insurance proceeds designated as recompense for ENOA's sole property shall always be the property of ENOA's when such proceeds arise during the term of this Contract.
- (c) ENOA may declare this Contract immediately terminated.
- (d) All exterior damage, heating and cooling, plumbing and electrical systems shall be the responsibility of the Contractor to repair. All interior damage shall be the responsibility of the Contractor, except when said damage is caused by the operation of any ENOA services including the Nutrition Program, at which time the repair cost will be paid by ENOA.

ARTICLE VIII

TERM, TERMINATIONS AND REMOVAL OF ENOA PROPERTY

Unless earlier terminated as provided herein, this Contract shall be effective for a term of one (1) year from July 1, 2016 through and including June 30, 2017. Either party may terminate this Contract by giving the other party sixty (60) days prior written notification to vacate Premises. In addition, either party may terminate this Contract upon written notice of such termination to the other party: (a) in the event that either party is in material breach of any provisions of this Contract and the breaching party has not cured the breach within fifteen (15)

days of receipt of notice from the non-breaching party; (b) upon the acquisitions, condemnation, demolition, or destruction of the Premises occasioned by eminent domain proceeding or otherwise; or (c) upon damage to the Premises from any cause pursuant to the provisions to Article VII hereof. ENOA shall have the additional right to terminate this Contract without notice in its sole discretion in the event that its funding for its programs or the program provided hereunder has been reduced or eliminated.

In the event the Contract is terminated with or without cause, ENOA is liable only for the prorated amounts due through the effective date of the termination. Any amounts, which have been prepaid by ENOA, shall be refunded to ENOA within thirty (30) days of termination.

Upon termination of this Contract, ENOA shall remove all of its personal property, furniture, furnishings, and fixtures and return the Premises to Contractor in as good condition as at the inception of this Contract, reasonable wear and tear excepted. Improvements which cannot be removed shall become Contractor's property. However, improvements that are removable causing no damage, shall be able to be removed by the ENOA as long as ENOA returns the premises to Contractor in as good condition as at the inception of this Contract, reasonable wear and tear excepted.

ARTICLE IX

AUTHORIZED REPRESENTATIVE

The Director of ENOA or designated representative shall be the authorized representative to monitor performance under this Contract. ENOA shall prescribe accounting systems for records and accounts and shall require progress reports of the activities and functions of Contractor.

ARTICLE X

CONDITIONS

This Contract is subject to the following conditions:

- (a) Respect the right to confidentiality and safeguard confidential information as required by the Health Insurance Portability and Accountability Act of 1996 for every person served. Violations of HIPPA regulations may result in the termination of this contract.
- (b) Contractor shall maintain such records and accounts, attendance records (daily required paperwork specified in Article III "Contractor Responsibilities and Services"), including property, personnel, and financial records, as are deemed necessary to assure a proper accounting for all Contract expenses. These records shall be made available for audit purposes to the authorized ENOA Representative, and shall be retained by Contractor for a period of five (5) years after final payment under this Contract.
- (c) Contractor shall give credit to ENOA for its technical assistance and its moral and financial support of the program in all publicity regarding this program, whether in the media, written communication, or public presentations.
- (d) Contractor shall be subject to all federal, state, and local legislation prohibiting discrimination on the basis of race, color, creed, religion, national origin, ancestry, sex, age,

or political opinion or affiliation, including the 1964 Civil Rights Act and Section 28-1122 Revised Statutes of Nebraska, 1943, as amended. Contractor assures that no person shall, on the grounds of age, race, color, creed, religion, national origin, ancestry, sex, or political opinion or affiliation, be excluded from participation in, be denied the proceeds of, or be subject to discrimination under the program supported by this Contract. For breach of this assurance, ENOA shall have the right to terminate this Contract or take appropriate judicial action for its enforcement. Contractor shall furnish such compliance information and other reports as may be required by ENOA.

- (e) Contractor covenants that it has not retained or employed any company or person, other than bona fide employees working for Contractor, to solicit or secure this Contract and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Contractor, any fees, commissions, percentages, brokerage fees, gifts, or any other considerations, contingent upon or resulting from the award or making of this Contract. For breach of this statement, ENOA shall have the right to annul this Contract without liability.
- (f) Contractor shall comply with all municipal ordinances and state and federal laws relating to or applicable to this work, including but not limited to Nebraska Unemployment Laws and Fair Labor Standards Act.
- (g) Contractor or ENOA shall consent to enter into discussion at any time to review terms of the Contract should an evaluation suggest that the program requirements necessitate a modification or change in center operations.
- (h) The Center Manager agrees to attend the regularly scheduled Center Manager meetings. Further, the Center Manager agrees to attend any training meetings that ENOA may provide for skill development; Center Manager shall be paid for attending training meetings.
- (i) Contractor shall indemnify and hold ENOA harmless from and against: (1) any and all claims or causes of action arising from contracts between the Contractor and third parties made to effectuate the purpose of this Contract and any claims made by recipients of services contemplated by this Contract; and (2) any and all claims, liabilities, or damages arising from the preparation or presentation of any work covered by this Contract; and any and all attorney fees and costs associated with such indemnification.
- (j) Contractor shall carry and maintain fire and lightning, extended coverage, vandalism, and malicious mischief insurance coverage on the Premises. In addition, Contractor shall carry and maintain general liability insurance coverage against injuries incurred by center participants while in the center or Premises and shall handle any such claims filed against the Contractor, the center or Premises through its insurance company. Contractor shall furnish ENOA proof of insurance coverage on the following: General liability in the amount of \$ 2,000,000; personal liability in the amount of \$ 1,000,000 and medical expenses (any one person) in the amount of \$5,000; workers' compensation and unemployment insurance. In the event of cancellation of any of the insurance policies, ENOA must be notified immediately. ENOA agrees to provide general comprehensive liability insurance and contents coverage on its personal property at the Premises. Upon demand, each party shall submit proof of such insurance coverage to the other party.

ARTICLE XI

MISCELLANEOUS TERMS AND CONDITIONS

The following provisions are made a part of this Contract:

- (a) This Contract is binding upon and inures to the benefit of the permitted assigns, grantees, successors, or personal representatives of the parties hereto.
- (b) This Contract is made in the State of Nebraska and shall be construed and governed according to the laws of such State notwithstanding the fact that one or more of the parties hereto may be or become a resident of another state.
- (c) Paragraph titles are inserted for convenience of reference and do not form part of this Contract.
- (d) Each of the provisions and portions of this Contract shall be severable, separate and independent from each other, and shall be fully effective excepting to the extent, and only to the extent that any of them may finally be determined by competent authority to be invalid under applicable law.
- (e) Any waiver by either party of a breach of this Contract or any provision herein shall not be operated as or be construed as a waiver of any subsequent breach thereof.
- (f) Contractor may not assign its rights under this Contract without the express prior written consent of ENOA.
- (g) This Contract contains the entire agreement of the parties. No representations were made or relied upon by either party other than those that are expressly set forth herein. No agent, employee or other representative of either party is empowered to alter any of the terms hereof unless done in writing and signed by an authorized officer of the respective parties.
- (h) All notices and other communications required to be given shall be made in writing and shall be considered given and received when (a) personally delivered to the other party, (b) delivered by courier, (c) delivered by facsimile or (d) deposited in the United States mail, postage prepaid, return receipt requested and addressed as set forth below or at such other address such party shall have specified by notice in accordance with the provisions of this subparagraph:

If to ENOA:

Dennis Loose
Executive Director
Eastern NE Office on Aging
4223 Center
Omaha, NE 68105

If to Contractor:

Dan Seder
Director, Parks & Recreation
City of Fremont
400 East Military
Fremont, NE 68025

IN WITNESS WHEREOF, the parties hereto have executed this Contract this _____ day
of _____ 2016.

ATTEST:

CITY OF FREMONT

By _____
Mayor of Fremont

Date _____

ATTEST:

EASTERN NEBRASKA HUMAN SERVICES
AGENCY-OFFICE ON AGING

By _____
Governing Board

Date _____

APPROVED AS TO FORM

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke at the end, positioned over a horizontal line.

Exhibit "A"

ENOA JOB DESCRIPTION

POSITION TITLE: Senior Center Manager

REPORTS TO: Nutrition Services Division Director

OFFICE AREA: ENOA

PROGRAM: Nutrition EFFECTIVE DATE: 5/1/2012

POSITION SUMMARY:

Responsible for the supervision and coordination of activities related to the delivery of quality group meals and if applicable, meals for home-bound participants. Responsible to inform and refer participants to other supportive services. Position is also responsible for supervising Assistant Center Managers and volunteers in solving operational problems and completing other program objectives. May deliver meals to seniors in their home (if applicable.)

ESSENTIAL JOB FUNCTIONS:

1. Reports to work as scheduled on a regular and reliable basis.
2. Successfully complete all required pre-service orientation and training.
3. Must insure confidentiality of all client information and act in accordance with HIPAA regulations.
4. Ability to understand and comply with various laws, rules, regulations, policies and guidelines as they pertain to both ENOA and ENHSA.
5. Ability to communicate clearly, both orally and in writing to individuals and groups. Must have good telephone skills.
6. Ability to establish effective working relationships with a variety of people including older adults, internal staff, volunteers, caterer, speakers, sponsors and the general public.
7. Be a strong team player with positive attitude toward working with staff and with clients and their formal and informal support systems.

8. Must have the ability to use office equipment, such as fax, calculator, scanner, copier, printer, and other equipment as needed.
9. Must have knowledge of activities and operating procedures required for the timely delivery of quality meals and social services to targeted clientele.
10. Must have knowledge of required sanitation practices for all phases of meal deliver.
11. Must have knowledge of local community-based services and activities for the elderly, including recreational and educational opportunities.
12. Must have basic knowledge of the aging process with an understanding of elderly persons' needs on a general and individual level.
13. Must have knowledge of the principles of supervision, if applicable, i.e., staffing, scheduling, appraising, disciplining, guiding and training.
14. Ability to understand and utilize administrative forms and their usage as pertinent to the nutrition program. Ability to maintain neat and accurate record keeping system of the same.
15. Must have a valid driver's license, reliable vehicle and state required car insurance.

OTHER JOB DUTIES:

1. Responsible for the day-to-day management of the Senior Center.
2. Responsible for making decisions on behalf of all older person who participate in the Center in the areas of programming, supportive services, quality of food served, goals and objectives established for the Center, advocacy, organizing of volunteers and reports submitted to the Central Office.
3. Conduct minimum number of activities for the participants at the congregate centers. (As established by the Nutrition Program Central Office)
4. Assist in administrative duties, through ensuring policy and procedure compliance, properly and accurately maintaining established reporting and record keeping systems, advising subordinates on problem solving and meeting program goals and objectives, attending nutrition program meetings, trainings and seminars.
5. Supervise Assistant Senior Center Manager (if applicable), through staffing, training, guiding, disciplining and appraising.

6. Recruit and supervise volunteers.
7. Notify Central Office of center closing for funerals, repairs, etc.
8. Receive food from caterer, ensuring temperature, quality and quantity is acceptable; and takes proper actions if not acceptable.
9. Supervise and coordinate the service of the meals, including delivery of homebound meals, if applicable.
10. Ensure all mandates are followed including sanitation practices pertinent to food service.
11. Provide for individual and group comforts by ensuring needs are met through a neat, sanitary and socially pleasant environment.
12. Assist by referring participants to other services, i.e., Title XX and other ENOA programs.
13. Other duties as assigned.

EDUCATION, TRAINING AND EXPERIENCE:

1. High School Diploma or GED required.
2. Knowledge of Senior Center and/or experience in food service preferred.

SKILLS AND ABILITIES:

1. Ability to autonomously make sound judgments and use common sense concerning daily situations.
2. Must have good computer skills with general knowledge of Microsoft office and have the ability to learn other computer systems.
3. Must have the ability to use office equipment; such as fax, scanner, copier, printer, and other equipment as needed.
4. Ability to perform basic math functions, i.e., adding, subtracting, multiplying, and dividing.
5. Must be able to drive personal vehicle year around during a variety of road conditions.

PHYSICAL DEMANDS AND WORKING CONDITIONS:

1. Must be able to lift 25 pounds, bend, stoop, and stand on feet or sit in one position for long periods of time.
2. Must be able to tolerate a variety of working environments.

Note: This job description is intended to convey information essential to understanding the scope of the job and the general nature and level of work performed by jobholders within this job. But, this job description is not intended to be an inclusive list of qualifications, skills, efforts, duties, responsibilities or working conditions associated with the position and may be subject to revision.

Exhibit "B"

JOB DESCRIPTION

I. JOB/POSITION IDENTIFICATION

POSITION TITLE: Senior Center Custodian
SUPERVISOR'S TITLE: Custodian Supervisor
OFFICE AREA: Senior Center, Christensen Field
PROGRAM: Nutrition Centers
EFFECTIVE DATE: July 1, 2007

II. JOB/POSITION SUMMARY:

Under the supervision of the Custodian Supervisor.

III. REQUIRED KNOWLEDGE, SKILLS AND ABILITIES

The following knowledge, skills and abilities are necessary by formal education courses, training and/or previous experience.

1. Ability to understand, follow and carry out instructions
2. Ability to perform physical activities necessary to complete assigned work
3. Ability to properly care for all cleaning equipment
4. Ability to use electrical equipment
5. Knowledge of the use of cleaning materials and supplies.

IV. MAJOR RESPONSIBILITIES

1. Prepare and clean the nutrition, activity, kitchen, restroom and entry areas and equipment.
2. Manipulate mechanical cleaning equipment such as the dishwasher, vacuum, buffer and other required equipment in order to maintain and clean facilities.
3. Handle floor sweeping, mopping, buffing, vacuuming, general cleaning, emptying trash receptacles, dusting and cleaning restrooms.
4. All other activities deemed necessary by the supervisor.

"Exhibit C"

**City Of Fremont
Fremont Friendship Center
FY 16-17**

Assistant Manager Salary

2% increase	1040 *hours	x	\$ 10.25	\$ 10,660
	FICA		0.0765	\$ 815
	Worker Comp		0.0465	\$ 496
			Total Costs	\$ 11,971
Annual Breakdown				
	20 hours x 52		1040 hours	

Janitor Salary

	765 * hours	x	\$ 9.00	\$ 6,885
	FICA		0.0765	\$ 527
	Worker Comp		0.0465	\$ 320
			Total Costs	\$ 7,732
Annual Breakdown				
	15 hours x 51		765 hours	

Grand Total Salaries \$ 19,703

Monthly Automatic Payment \$ 1,641.92
Monthly Cost of Pest Control \$ 19.50
Monthly Cost of Voice Mail \$ 12.95
\$ 1,674.37

Total Contract Costs \$20,092

Resolution No.

A RESOLUTION OF THE CITY COUNCIL OF FREMONT, NEBRASKA, TO AUTHORIZE EXECUTION OF A PROFESSIONAL SERVICES CONTRACT WITH EASTERN NEBRASKA OFFICE ON AGING (ENOA) FOR OPERATION OF A SENIOR CENTER FOR THE CITY OF FREMONT.

WHEREAS, there is a need for a Senior Center for the City of Fremont, and

WHEREAS, a contract was received on April 21, 2016, and the City Attorney reviewed the contract.

NOW THEREFORE BE IT RESOLVED: That the contract with the Eastern Nebraska Office on Aging be accepted; and, the Mayor and City Council be and are authorized to enter into a professional services contract as approved by the City Attorney with said firm to bill for senior center services.

PASSED AND APPROVED THIS _____ DAY OF _____, 2016.

SCOTT GETZSCHMAN, MAYOR

ATTEST:

Tyler Ficken, City Clerk

STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Jody Sanders, CPA, Director of Finance
DATE: May 6, 2016
SUBJECT: Claims

Recommendation: Move to approve April 27 through May 10, 2016 claims and authorize checks to be drawn on the proper accounts.

Background: Council will review claims via email May 6, 2016.

Fiscal Impact: Claims total \$896,455.62.

EAL DESCRIPTION: EAL: 04272016 SHEETSJ

PAYMENT TYPES

Checks Y
EFTs Y
ePayables Y

VOUCHER SELECTION CRITERIA

Voucher/discount due date 04/27/2016
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 04/27/2016

PROGRAM: GM339L

AS OF: 04/27/2016

PAYMENT DATE: 04/27/2016

City of Fremont

General Fund

BANK: 00

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT

9999999	00	HULTQUIST, MATT						
042716	HULTQUIST000401		00	04/27/2016	034-0790-421.30-75	BUY MONEY	2,000.00	

						VENDOR TOTAL *	2,000.00	
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		00	General Fund			BANK TOTAL *	2,000.00	
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PROGRAM: GM339L

AS OF: 04/27/2016

PAYMENT DATE: 04/27/2016

City of Fremont

Employee Benefits

BANK: 01

VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT			

0005708	00	REGIONAL CARE INC									
04/25/16	MANUAL000394		01	04/25/2016	060-0660-444.70-01	04/25/16 AUTO CLAIMS	CHECK #: 100764	2,052.48			
04/26/16	MANUAL000395		01	04/26/2016	060-0660-442.70-01	04/26/16 MANUAL CLAIMS	CHECK #: 100765	54,633.91			
04/26/16	MANUAL000396		01	04/26/2016	060-0660-443.70-01	04/26/16 MANUAL CLAIMS	CHECK #: 100765	5,087.22			
04/26/16	MANUAL000397		01	04/26/2016	060-0660-444.70-01	04/26/16 MANUAL CLAIMS	CHECK #: 100765	1,079.00			
04/26/16	MANUAL000398		01	04/26/2016	060-0660-391.02-00	04/26/16 MANUAL CLAIMS	CHECK #: 100765	858.00-			
04/26/16	MANUAL000399		01	04/26/2016	060-0660-391.03-00	04/26/16 MANUAL CLAIMS	CHECK #: 100765	55.00-			
VENDOR TOTAL *							.00	61,939.61			
0003405	00	WORKERS' COMPENSATION FUND									
20160401	MANUAL000400		01	04/26/2016	061-0000-101.12-00	WAYNE BARDEN	CHECK #: 100766	11,240.00			
VENDOR TOTAL *							.00	11,240.00			
01 Employee Benefits			BANK TOTAL *							.00	73,179.61
HAND ISSUED TOTAL ***								73,179.61			
TOTAL EXPENDITURES ****							2,000.00	73,179.61			
GRAND TOTAL *****								75,179.61			

EAL DESCRIPTION: EAL: 05032016 SHEETSJ

PAYMENT TYPES

Checks	Y
EFTs	Y
ePayables	Y

VOUCHER SELECTION CRITERIA

Voucher/discount due date	05/05/2016
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	2016/08
Payment date	05/04/2016

BANK: 00

VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND- ISSUED AMOUNT
0006318 20160505	00	ACSI PR0505	00	05/05/2016	001-0000-201.00-00	PAYROLL SUMMARY	125.20	
						VENDOR TOTAL *	125.20	
0000584 20160505	00	CEI PR0505	00	05/05/2016	001-0000-201.00-00	PAYROLL SUMMARY	EFT:	131,146.98
						VENDOR TOTAL *	.00	131,146.98
0006518 20160505	00	COATES, RICK (CREDITOR) PR0505	00	05/05/2016	001-0000-201.00-00	PAYROLL SUMMARY	27.31	
						VENDOR TOTAL *	27.31	
0005156 20160505	00	CREDIT MANAGEMENT SERVICES-DODGE CO PR0505	00	05/05/2016	001-0000-201.00-00	PAYROLL SUMMARY	225.93	
						VENDOR TOTAL *	225.93	
0004234 20160505	00	DEPARTMENT OF UTILITIES C S PR0505	00	05/05/2016	001-0000-201.00-00	PAYROLL SUMMARY	EFT:	1,829.76
						VENDOR TOTAL *	.00	1,829.76
0005193 20160505	00	DEPARTMENT OF UTILITIES PAYROLL PR0505	00	05/05/2016	001-0000-201.00-00	PAYROLL SUMMARY	EFT:	54,565.31
						VENDOR TOTAL *	.00	54,565.31
0004629 20160505	00	INTERNAL REVENUE SERVICE **EFT** PR0505	00	05/05/2016	001-0000-201.00-00	PAYROLL SUMMARY	74,629.95	
						VENDOR TOTAL *	74,629.95	
0005477 20160505	00	LAUGHLIN TRUSTEE, KATHLEEN A PR0505	00	05/05/2016	001-0000-201.00-00	PAYROLL SUMMARY	588.00	
						VENDOR TOTAL *	588.00	
		00 General Fund				BANK TOTAL *	75,596.39	187,542.05

PROGRAM: GM339L

AS OF: 05/05/2016

PAYMENT DATE: 05/04/2016

City of Fremont

Employee Benefits

BANK: 01

VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0005708	00	REGIONAL CARE INC						
05/02/16	MANUAL000418		01	05/02/2016	060-0660-442.70-03	05/02/16 ADMIN HEALTH	CHECK #: 100767	5,081.25
05/02/16	MANUAL000419		01	05/02/2016	060-0660-443.70-03	05/02/16 ADMIN DENTAL	CHECK #: 100767	546.00
05/02/16	MANUAL000420		01	05/02/2016	060-0660-444.70-03	05/02/16 ADMIN FLEX	CHECK #: 100767	505.00
05/02/16	MANUAL000421		01	05/02/2016	060-0660-442.70-02	05/02/16 REINSURANCE	CHECK #: 100767	33,851.32
05/02/16	MANUAL000422		01	05/02/2016	060-0660-442.70-05	05/02/16 PPO	CHECK #: 100767	1,355.00
05/02/16	MANUAL000423		01	05/02/2016	060-0660-444.70-01	05/02/16 AUTO CLAIMS	CHECK #: 100768	2,586.17
						VENDOR TOTAL *	.00	43,924.74
		01 Employee Benefits				BANK TOTAL *	.00	43,924.74
						HAND ISSUED TOTAL ***		43,924.74
						EFT/EPAY TOTAL ***		187,542.05
						TOTAL EXPENDITURES ****	75,596.39	231,466.79
		GRAND TOTAL				*****		307,063.18

Prepared 5/03/16, 12:53:29
Pay Date 5/05/16
Primary FIRST NATIONAL BANK

CITY of FREMONT
Direct Deposit Register

Account Number	Employee Name	Social Security	Deposit Amount
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Final Total 220,180.06 Count 223

CITY OF FREMONT
ELECTRONIC WITHDRAWAL LIST

FOR CITY COUNCIL MEETING: 5/10/16

AJ	WITHDRAWAL				WITHDRAWAL
<u>GROUP NO</u>	<u>VENDOR NAME</u>	<u>DATE</u>	<u>ACCOUNT NO</u>	<u>ITEM DESCRIPTION</u>	<u>AMOUNT</u>
2855	TSYS MERCHANT SOLUTIONS	05/03/16	001-1003-415.20-99	CREDIT CARD FEES	212.29
2855	TSYS MERCHANT SOLUTIONS	05/03/16	001-1003-415.20-99	CREDIT CARD FEES	180.52
2855	TSYS MERCHANT SOLUTIONS	05/03/16	001-2029-451.20-99	CREDIT CARD FEES	262.60
2855	TSYS MERCHANT SOLUTIONS	05/03/16	001-2042-440.20-99	CREDIT CARD FEES	19.92
				TOTAL EXPENDITURES	675.33

EAL DESCRIPTION: EAL: 05052016 SHEETSJ

PAYMENT TYPES

Checks Y
EFTs Y
ePayables Y

VOUCHER SELECTION CRITERIA

Voucher/discount due date 05/11/2016
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 2016/08
Payment date 05/11/2016

PROGRAM: GM339L

AS OF: 05/11/2016

PAYMENT DATE: 05/11/2016

City of Fremont

General Fund

BANK: 00

VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0006360	00	A-PLUSH LAWNS						
8516		PI3725 032917	00	05/11/2016	001-2026-451.20-99	GENERAL	35.00	
8521		PI3728 032917	00	05/11/2016	001-2026-451.20-99	GENERAL	35.00	
8516		PI3726 032917	00	05/11/2016	001-2027-452.20-99	GENERAL	1,820.00	
8521		PI3729 032917	00	05/11/2016	001-2027-452.20-99	GENERAL	1,600.00	
8516		PI3727 032917	00	05/11/2016	012-2025-431.20-99	GENERAL	810.00	
8521		PI3730 032917	00	05/11/2016	012-2025-431.20-99	GENERAL	670.00	
						VENDOR TOTAL *	4,970.00	
0000959	00	ACE HARDWARE						
93785/3		PI3657 031963	00	05/11/2016	001-2027-452.30-49	BLANKET PURCHASE ORDER	10.00	
93901/3		PI3766 031963	00	05/11/2016	001-2030-451.30-56	BLANKET PURCHASE ORDER	19.98	
94058/3		PI3768 031963	00	05/11/2016	001-2042-440.30-44	BLANKET PURCHASE ORDER	9.99	
94058/3		PI3769 031963	00	05/11/2016	001-2042-440.30-49	BLANKET PURCHASE ORDER	3.99	
94058/3		PI3770 031963	00	05/11/2016	001-2042-440.30-56	BLANKET PURCHASE ORDER	69.98	
93772/3		PI3578 031963	00	05/11/2016	012-2025-431.30-79	BLANKET PURCHASE ORDER	15.99	
93796/3		PI3579 031963	00	05/11/2016	012-2025-431.30-56	BLANKET PURCHASE ORDER	13.30	
93839/3		PI3658 031963	00	05/11/2016	012-2025-431.30-56	BLANKET PURCHASE ORDER	8.91	
94001/3		PI3767 031963	00	05/11/2016	012-2025-431.30-56	BLANKET PURCHASE ORDER	17.44	
						VENDOR TOTAL *	169.58	
9999999	00	ADAMS, PATTY						
125262	ADAMS	000425	00	05/11/2016	001-2029-347.00-00	JARED M ADAMS/MUSTANG BB	60.00	
						VENDOR TOTAL *	60.00	
0002952	00	ALAMAR UNIFORMS						
508922-01		PI3722 032896	00	05/11/2016	001-1209-421.30-52	GENERAL	19.99	
508915		PI3723 032898	00	05/11/2016	001-1209-421.30-52	GENERAL	518.99	
						VENDOR TOTAL *	538.98	
9999999	00	ALLEN, LORIE						
111464	HOLTZ	000397	00	05/27/2015	001-2029-347.00-00	Abigayle Holtz/Pacer Leag	CHECK #: 77551	65.00-
125156	HOLTZ	000410	00	05/11/2016	001-2029-347.00-00	SARAH HOLTZ/BB CREDIT	10.00	
						VENDOR TOTAL *	10.00	65.00-
0005290	00	AMAZON						
190351883363		PI3639 032910	00	05/11/2016	001-1206-422.30-51	GENERAL	178.00	
294195761714		PI3615 032209	00	05/11/2016	001-2031-455.30-51	GENERAL	19.95	
294195937820		PI3616 032209	00	05/11/2016	001-2031-455.30-51	GENERAL	7.99	
						VENDOR TOTAL *	205.94	
0006169	00	AMERICAN BROADBAND INTERNET						
51514	0516	PI3849 032283	00	05/11/2016	001-1011-419.20-12	BLANKET PURCHASE ORDER	175.00	
						VENDOR TOTAL *	175.00	
0003845	00	AMERICAN RED CROSS HEARTLAND						
10442619		PI3636 032805	00	05/11/2016	001-2029-451.20-99	GENERAL	630.00	
						VENDOR TOTAL *	630.00	

PROGRAM: GM339L
 City of Fremont
 General Fund

AS OF: 05/11/2016 PAYMENT DATE: 05/11/2016

BANK: 00

VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
9999999	00	ANDERSON, THERESA						
125228	ANDERSON000426		00	05/11/2016	001-0000-202.04-00	THERESA ANDERSON/CF MTG	100.00	
						VENDOR TOTAL *	100.00	
0000983	00	ARPS RED-E-MIX INC						
14166	PI3659	031965	00	05/11/2016	012-2025-431.30-69	BLANKET PURCHASE ORDER	536.25	
14224	PI3771	031965	00	05/11/2016	012-2025-431.30-69	BLANKET PURCHASE ORDER	950.00	
						VENDOR TOTAL *	1,486.25	
9999999	00	ASBACH, SARAH						
125264	ASBACH 000428		00	05/11/2016	001-2029-347.00-00	SEBASTIAN ASBACH/MSTNG BB	60.00	
						VENDOR TOTAL *	60.00	
0001520	00	BADGER BODY & TRUCK EQUIPMENT CO						
54489	PI3638	032886	00	05/11/2016	001-2027-452.40-20	GENERAL	3,536.00	
						VENDOR TOTAL *	3,536.00	
0002763	00	BAKER & TAYLOR BOOKS						
2031859734	PI3608	032200	00	05/11/2016	001-2031-455.30-51	GENERAL	205.86	
2031872449	PI3817	032200	00	05/11/2016	001-2031-455.30-51	GENERAL	362.05	
2031900732	PI3818	032200	00	05/11/2016	001-2031-455.30-51	GENERAL	623.24	
5014074768	PI3819	032200	00	05/11/2016	001-2031-455.30-51	GENERAL	140.36	
						VENDOR TOTAL *	1,331.51	
0003423	00	BAKER & TAYLOR ENTERTAINMENT						
B14010660	PI3613	032208	00	05/11/2016	001-2031-455.30-51	GENERAL	43.05	
B14154670	PI3614	032208	00	05/11/2016	001-2031-455.30-51	GENERAL	14.35	
B14438090	PI3830	032208	00	05/11/2016	001-2031-455.30-51	GENERAL	56.55	
						VENDOR TOTAL *	113.95	
9999999	00	BARAJAS, MICHELLE						
125265	PUETZ 000430		00	05/11/2016	001-2029-347.00-00	TRAVIS PUETZ/MUSTANG BB	60.00	
						VENDOR TOTAL *	60.00	
0004311	00	BAUER BUILT INC						
880044703	PI3580	031967	00	05/11/2016	012-2025-431.30-56	BLANKET PURCHASE ORDER	148.00	
						VENDOR TOTAL *	148.00	
9999999	00	BEAUMONT, JULIE						
125087	BEAUMONT000404		00	05/11/2016	001-0000-202.04-00	JULIE BEAUMONT/CA DEP	100.00	
125086	BEAUMONT000402		00	05/11/2016	001-2026-347.05-00	JULIE BEAUMONT/CA RENTAL	60.00	
125087	BEAUMONT000403		00	05/11/2016	001-2026-347.05-00	JULIE BEAUMONT/CA KITCHEN	50.00	
						VENDOR TOTAL *	210.00	
9999999	00	BECHTEL, MONICA						
125137	BECHTEL 000408		00	05/11/2016	001-0000-202.04-00	MONICA BECHTEL/KEY DEP	30.00	
						VENDOR TOTAL *	30.00	
9999999	00	BITTINGER, ASHLEY						

PROGRAM: GM339L

AS OF: 05/11/2016

PAYMENT DATE: 05/11/2016

City of Fremont

General Fund

BANK: 00

VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
9999999	00	BITTINGER, ASHLEY						
125245	BITTINGR000433		00	05/11/2016	001-2029-347.00-00	NATALEE BITTINGER/CLPER	60.00	
						VENDOR TOTAL *	60.00	
0004035	00	BOMGAARS SUPPLY INC						
16134744	PI3661	031969	00	05/11/2016	001-2027-452.30-33	BLANKET PURCHASE ORDER	179.99	
16136167	PI3774	031969	00	05/11/2016	001-2027-452.30-33	BLANKET PURCHASE ORDER	39.98	
16136167	PI3775	031969	00	05/11/2016	001-2027-452.30-49	BLANKET PURCHASE ORDER	34.99	
16133106	PI3583	031969	00	05/11/2016	001-2030-451.30-49	BLANKET PURCHASE ORDER	11.99	
16132514	PI3581	031969	00	05/11/2016	012-2025-431.30-56	BLANKET PURCHASE ORDER	43.99	
16132526	PI3582	031969	00	05/11/2016	012-2025-431.30-56	BLANKET PURCHASE ORDER	22.00-	
16132891	PI3660	031969	00	05/11/2016	012-2025-431.30-56	BLANKET PURCHASE ORDER	1.39	
16134850	PI3773	031969	00	05/11/2016	012-2025-431.30-79	BLANKET PURCHASE ORDER	6.28	
						VENDOR TOTAL *	296.61	
9999999	00	BORISOW, BROOKE						
125248	GRAHAM 000443		00	05/11/2016	001-2029-347.00-00	JADEN GRAHAM/CLIPPER BB	60.00	
						VENDOR TOTAL *	60.00	
0003427	00	BRODART CO						
B4392642	PI3609	032201	00	05/11/2016	001-2031-455.30-51	GENERAL	163.36	
B4392646	PI3610	032201	00	05/11/2016	001-2031-455.30-51	GENERAL	27.35	
B4402142	PI3611	032201	00	05/11/2016	001-2031-455.30-51	GENERAL	9.44	
B4402121	PI3820	032201	00	05/11/2016	001-2031-455.30-51	GENERAL	215.64	
B4406407	PI3821	032201	00	05/11/2016	001-2031-455.30-51	GENERAL	631.17	
B4409808	PI3822	032201	00	05/11/2016	001-2031-455.30-51	GENERAL	14.28	
B4414198	PI3823	032201	00	05/11/2016	001-2031-455.30-51	GENERAL	273.17	
B4422267	PI3824	032201	00	05/11/2016	001-2031-455.30-51	GENERAL	22.05	
B4430390	PI3825	032201	00	05/11/2016	001-2031-455.30-51	GENERAL	19.83	
B4430405	PI3826	032201	00	05/11/2016	001-2031-455.30-51	GENERAL	361.51	
						VENDOR TOTAL *	1,737.80	
9999999	00	CALDERON, MARIA						
125080	CALDERON000405		00	05/11/2016	001-0000-202.04-00	MARIA CALDERON/COMM ROOM	100.00	
						VENDOR TOTAL *	100.00	
9999999	00	CANALES, NANCY						
125268	CANALES 000434		00	05/11/2016	001-2029-347.00-00	MATTHEW CANALES/MSTNG BB	60.00	
						VENDOR TOTAL *	60.00	
0006534	00	CAPPEL AUTO SUPPLY INC						
188745	PI3651	033030	00	05/11/2016	001-1206-422.30-63	GENERAL	477.14	
188753	PI3652	033030	00	05/11/2016	001-1206-422.30-63	GENERAL	144.00-	
188675	PI3701	032252	00	05/11/2016	001-1209-421.30-63	BLANKET PURCHASE ORDER	19.14	
188824	PI3704	032252	00	05/11/2016	001-2027-452.30-49	BLANKET PURCHASE ORDER	31.00	
188837	PI3705	032252	00	05/11/2016	001-2027-452.30-63	BLANKET PURCHASE ORDER	32.48	
188965	PI3707	032252	00	05/11/2016	001-2027-452.30-44	BLANKET PURCHASE ORDER	29.28	
189109	PI3838	032252	00	05/11/2016	001-2027-452.30-63	BLANKET PURCHASE ORDER	117.68	
188497	PI3620	032252	00	05/11/2016	001-2030-451.30-56	BLANKET PURCHASE ORDER	92.01	

PROGRAM: GM339L
 City of Fremont
 General Fund

AS OF: 05/11/2016 PAYMENT DATE: 05/11/2016

BANK: 00

VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0006534	00	CAPPEL AUTO SUPPLY INC						
188382		PI3619 032252	00	05/11/2016	012-2025-431.30-79	BLANKET PURCHASE ORDER	34.55	
188549		PI3621 032252	00	05/11/2016	012-2025-431.30-56	BLANKET PURCHASE ORDER	11.44	
188550		PI3622 032252	00	05/11/2016	012-2025-431.30-56	BLANKET PURCHASE ORDER	22.22	
188538		PI3700 032252	00	05/11/2016	012-2025-431.30-63	BLANKET PURCHASE ORDER	437.38	
188675		PI3702 032252	00	05/11/2016	012-2025-431.30-56	BLANKET PURCHASE ORDER	14.59	
188675		PI3703 032252	00	05/11/2016	012-2025-431.30-63	BLANKET PURCHASE ORDER	4.59	
188936		PI3706 032252	00	05/11/2016	012-2025-431.30-79	BLANKET PURCHASE ORDER	32.82	
188738		PI3746 033003	00	05/11/2016	012-2025-431.40-40	FIELD PURCHASE ORDER	7,969.00	
189109		PI3839 032252	00	05/11/2016	012-2025-431.30-56	BLANKET PURCHASE ORDER	13.52	
189136		PI3840 032252	00	05/11/2016	012-2025-431.30-63	BLANKET PURCHASE ORDER	367.99	
189244		PI3841 032252	00	05/11/2016	012-2025-431.30-44	BLANKET PURCHASE ORDER	46.36	
189244		PI3842 032252	00	05/11/2016	012-2025-431.30-63	BLANKET PURCHASE ORDER	150.53	
						VENDOR TOTAL *	9,759.72	
0000584	00	CEI						
MAY 16 WC		000416	00	05/11/2016	001-1015-415.10-26	MAY 16 WC	EFT:	23,470.67
MAY 16 WC		000417	00	05/11/2016	012-2025-431.10-26	MAY 16 WC	EFT:	1,250.00
						VENDOR TOTAL *	.00	24,720.67
0002675	00	CENTURYLINK (QWEST)						
4027279926		0416PI3805 032006	00	05/11/2016	001-1015-415.20-12	BLANKET PURCHASE ORDER	44.23	
4027279135		0416PI3685 032006	00	05/11/2016	029-2034-466.20-12	BLANKET PURCHASE ORDER	91.06	
						VENDOR TOTAL *	135.29	
0001021	00	CHARLESTON INC						
644431		PI3712 032742	00	05/11/2016	012-2025-431.30-79	FIELD PURCHASE ORDER	134.12	
644432		PI3713 032742	00	05/11/2016	012-2025-431.30-79	FIELD PURCHASE ORDER	5.59	
						VENDOR TOTAL *	139.71	
0001852	00	CHEMSEARCH						
2286044		PI3745 033002	00	05/11/2016	012-2025-431.30-32	FIELD PURCHASE ORDER	157.00	
						VENDOR TOTAL *	157.00	
0001024	00	CHRISTENSEN LUMBER INC						
CLC00334531-001		PI3866 032999	00	05/11/2016	012-2025-431.30-69	FIELD PURCHASE ORDER	618.00	
						VENDOR TOTAL *	618.00	
9999999	00	CHROMY, TAMMY						
125266 BENDIG		000431	00	05/11/2016	001-2029-347.00-00	WILLIAM BENDIG/MUSTANG BB	60.00	
						VENDOR TOTAL *	60.00	
0004244	00	COLE PAPERS INC						
9198964		PI3756 033021	00	05/11/2016	012-2025-431.30-79	FIELD PURCHASE ORDER	76.10	
						VENDOR TOTAL *	76.10	
0005994	00	CONSOLIDATED MANAGEMENT CO						
209601		PI3719 032832	00	05/11/2016	001-1209-421.20-13	GENERAL	106.75	
						VENDOR TOTAL *	106.75	

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0001038 041416	00	COPY SHOP PI3868 033012	00	05/11/2016	001-2031-455.30-35	GENERAL	240.20	
VENDOR TOTAL *							240.20	
0001643 901779 903393 903557 903722	00	CULLIGAN OF OMAHA PI3625 032301 PI3850 032301 PI3851 032301 PI3852 032301	00	05/11/2016	001-1209-421.20-99	GENERAL GENERAL GENERAL GENERAL	22.00 45.00 45.00 38.00	
VENDOR TOTAL *							150.00	
0005074 WT48084 WT48084	00	D&D COMMUNICATIONS PI3748 033005 PI3749 033005	00	05/11/2016	001-1206-422.20-60 001-1206-422.30-65	GENERAL GENERAL	36.36 342.82	
VENDOR TOTAL *							379.18	
9999999 125271	00 FORST	DECKE, MICHELLE 000440	00	05/11/2016	001-2029-347.00-00	CALEM FORST/MUSTANG BB	60.00	
VENDOR TOTAL *							60.00	
9999999 125267	00 BERHOW	DELANEY, KATIE 000432	00	05/11/2016	001-2029-347.00-00	XAVIER BERHOW/MUSTANG BB	60.00	
VENDOR TOTAL *							60.00	
0003493 5860792	00	DEMCO INC PI3876 033033	00	05/11/2016	001-2031-455.30-31	GENERAL	200.23	
VENDOR TOTAL *							200.23	
0002897 116766P 116819P 349651	00	DIERS INC PI3662 031974 PI3776 031974 PI3584 031974	00	05/11/2016	001-1209-421.30-63 001-1209-421.30-63 001-2027-452.20-60	BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER	17.82 22.85 104.95	
VENDOR TOTAL *							145.62	
0006293 51G287	00 041816	DILLON CHEVROLET BUICK INC/WAHOO PI3634 032692	00	05/11/2016	012-2025-431.40-20	FIELD PURCHASE ORDER	38,772.00	
VENDOR TOTAL *							38,772.00	
0001313 191572	00	DILLON CHEVROLET FREMONT INC, SID PI3777 031975	00	05/11/2016	001-1004-424.30-63	BLANKET PURCHASE ORDER	102.14	
VENDOR TOTAL *							102.14	
9999999 125246	00 DOCKERTY	DOCKERTY, JIM 000436	00	05/11/2016	001-2029-347.00-00	KIERSTEN DOCKERTY/CLPERS	60.00	
VENDOR TOTAL *							60.00	
0001070 201601786	00	DODGE COUNTY REGISTER OF DEEDS PI3598 032007	00	05/11/2016	001-1003-415.20-33	BLANKET PURCHASE ORDER	10.00	
VENDOR TOTAL *							10.00	

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0005836 1	00	DOSTALS CONSTRUCTION INC PI3765 033071	00	05/11/2016	001-2027-452.40-13	GENERAL	23,805.00	
VENDOR TOTAL *							23,805.00	
9999999 125242	00	DREESZEN, MEGAN DREESZEN000437	00	05/11/2016	001-0000-202.04-00	MEGAN DREESZEN/COMM ROOM	100.00	
VENDOR TOTAL *							100.00	
0006357 042416 050116 042416 050116	00	DREWS, DOUGLAS PI3863 032974 PI3864 032974 PI3861 032916 PI3862 032916	00	05/11/2016	001-2026-451.20-99 001-2026-451.20-99 001-2027-452.20-99 001-2027-452.20-99	GENERAL GENERAL GENERAL GENERAL	177.00 233.00 393.66 393.66	
VENDOR TOTAL *							1,197.32	
0003087 6953975-0 6953975-2 A 125267 6911037-0 6895279-0	00	EAKES OFFICE SOLUTIONS PI3735 032988 PI3738 032988 PI3837 032230 PI3857 032724 PI3858 032727	00	05/11/2016	001-1209-421.30-31 001-1209-421.30-31 001-2031-455.20-99 001-2031-455.30-79 001-2031-455.30-79	GENERAL GENERAL BLANKET PURCHASE ORDER GENERAL GENERAL	434.35 49.84 73.31 5,654.50 388.93	
VENDOR TOTAL *							6,600.93	
0004306 94241452 94241452 94241452	00	ECOLAB PI3761 033058 PI3762 033058 PI3763 033058	00	05/11/2016	001-2026-451.20-60 001-2026-451.20-99 001-2026-451.30-56	GENERAL GENERAL GENERAL	308.25 127.00 13.95	
VENDOR TOTAL *							449.20	
0006061 19958 19968 19954	00	ELEMETAL FABRICATION LLC PI3675 031992 PI3878 033057 PI3788 031992	00	05/11/2016	001-2027-452.40-20 001-2027-452.40-20 012-2025-431.30-63	BLANKET PURCHASE ORDER GENERAL BLANKET PURCHASE ORDER	29.90 498.16 23.00	
VENDOR TOTAL *							551.06	
0001091 10803-04 10803-04	00	EMANUEL PRINTING INC PI3741 032996 PI3742 032996	00	05/11/2016	001-2028-451.30-35 001-2030-451.30-35	GENERAL GENERAL	171.02 218.76	
VENDOR TOTAL *							389.78	
0006264 20161590	00	EMS BILLING SERVICES INC PI3853 032371	00	05/11/2016	001-1206-422.20-99	GENERAL	5,020.59	
VENDOR TOTAL *							5,020.59	
0006393 434C400004783	00	FAIRFIELD INN - KEARNEY PI3711 032732	00	05/11/2016	001-1209-421.20-13	GENERAL	411.80	
VENDOR TOTAL *							411.80	
0002050	00	FASTENAL COMPANY						

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0002050	00	FASTENAL COMPANY						
NEFRE136014		PI3585 031977	00	05/11/2016	001-2027-452.30-49	BLANKET PURCHASE ORDER	97.58	
NEFRE136287		PI3778 031977	00	05/11/2016	001-2027-452.30-49	BLANKET PURCHASE ORDER	19.44	
NEFRE136041		PI3663 031977	00	05/11/2016	012-2025-431.30-76	BLANKET PURCHASE ORDER	162.09	
NEFRE136131		PI3664 031977	00	05/11/2016	012-2025-431.30-76	BLANKET PURCHASE ORDER	129.18-	
NEFRE136133		PI3665 031977	00	05/11/2016	012-2025-431.30-76	BLANKET PURCHASE ORDER	190.50	
NEFRE135979		PI3666 031977	00	05/11/2016	012-2025-431.30-76	BLANKET PURCHASE ORDER	140.83	
						VENDOR TOTAL *	481.26	
9999999	00	FERRIN, KELSEY						
125229	FERRIN	000439	00	05/11/2016	001-0000-202.04-00	KELSEY FERRIN/CF DEPOSIT	200.00	
						VENDOR TOTAL *	200.00	
0004176	00	FIELDMASTER INFIELD GROOMER						
6350		PI3733 032986	00	05/11/2016	001-2029-451.20-99	GENERAL	58.38	
6350		PI3734 032986	00	05/11/2016	001-2029-451.30-56	GENERAL	537.44	
						VENDOR TOTAL *	595.82	
0003268	00	FIREGUARD INC						
0000103332		PI3751 033016	00	05/11/2016	001-1206-422.30-56	GENERAL	370.99	
						VENDOR TOTAL *	370.99	
0001112	00	FREMONT ELECTRIC INC						
36858		PI3689 032024	00	05/11/2016	001-2027-452.40-13	BLANKET PURCHASE ORDER	467.00	
36859		PI3690 032024	00	05/11/2016	001-2027-452.40-13	BLANKET PURCHASE ORDER	221.89	
36808		PI3602 032024	00	05/11/2016	029-2034-466.20-60	BLANKET PURCHASE ORDER	115.00	
36808		PI3603 032024	00	05/11/2016	029-2034-466.30-48	BLANKET PURCHASE ORDER	53.87	
						VENDOR TOTAL *	857.76	
0001107	00	FREMONT HEALTH						
0370624FMC	0416	PI3686 032008	00	05/11/2016	001-1206-422.20-35	BLANKET PURCHASE ORDER	93.00	
4530734/SHEAR		PI3887 032008	00	05/11/2016	001-1209-421.20-99	BLANKET PURCHASE ORDER	82.25	
						VENDOR TOTAL *	175.25	
0003907	00	FREMONT HEALTH CLINIC						
IM267068	041516	PI3607 032031	00	05/11/2016	001-1209-421.20-35	BLANKET PURCHASE ORDER	249.00	
						VENDOR TOTAL *	249.00	
0001124	00	FREMONT PRINTING CO						
14810		PI3865 032993	00	05/11/2016	001-1209-421.30-35	GENERAL	46.85	
						VENDOR TOTAL *	46.85	
0001131	00	FREMONT TRIBUNE						
76303		PI3599 032009	00	05/11/2016	001-1003-415.20-33	BLANKET PURCHASE ORDER	6.55	
76321		PI3687 032009	00	05/11/2016	001-1003-415.20-33	BLANKET PURCHASE ORDER	77.97	
76324		PI3688 032009	00	05/11/2016	001-1003-415.20-33	BLANKET PURCHASE ORDER	8.18	
76334		PI3806 032009	00	05/11/2016	001-1003-415.20-33	BLANKET PURCHASE ORDER	49.09	
76312		PI3600 032009	00	05/11/2016	001-2021-412.20-33	BLANKET PURCHASE ORDER	8.84	
						VENDOR TOTAL *	150.63	

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0002924	00	FREMONT WASTE TRANSFER						
APR 2016	000472		00	05/11/2016	001-2027-452.20-99	APR 2016	84.82	
APR 2016	000473		00	05/11/2016	012-2025-431.20-99	APR 2016	2,106.88	
						VENDOR TOTAL *	2,191.70	
0001132	00	FREMONT WINNELSON CO						
288560 00	PI3667	031980	00	05/11/2016	001-2030-451.30-49	BLANKET PURCHASE ORDER	210.00	
290050 01	PI3668	031980	00	05/11/2016	001-2030-451.30-49	BLANKET PURCHASE ORDER	87.62	
						VENDOR TOTAL *	297.62	
0006263	00	GALE/CENGAGE LEARNING INC						
57933543	PI3827	032202	00	05/11/2016	001-2031-455.30-51	GENERAL	47.23	
57941171	PI3828	032202	00	05/11/2016	001-2031-455.30-51	GENERAL	19.46	
						VENDOR TOTAL *	66.69	
0000550	00	GEMPLER'S						
SI02443185	PI3755	033020	00	05/11/2016	012-2025-431.30-79	FIELD PURCHASE ORDER	108.95	
						VENDOR TOTAL *	108.95	
0001139	00	GERHOLD CONCRETE CO INC						
50407838	PI3669	031981	00	05/11/2016	012-2025-431.30-69	BLANKET PURCHASE ORDER	63.05	
50408073	PI3670	031981	00	05/11/2016	012-2025-431.30-69	BLANKET PURCHASE ORDER	323.75	
50408252	PI3779	031981	00	05/11/2016	012-2025-431.30-69	BLANKET PURCHASE ORDER	39.85	
						VENDOR TOTAL *	426.65	
9999999	00	GIBSON, KIM						
125258 WEYER	000465		00	05/11/2016	001-2029-347.00-00	MYLEIGH WEYER/CLIPPER BB	60.00	
						VENDOR TOTAL *	60.00	
9999999	00	GLODOWSKI, ANGELA						
125247 GLODOWSKI	000441		00	05/11/2016	001-2029-347.00-00	KATIE GLODOWSKI/CLIPPER	60.00	
						VENDOR TOTAL *	60.00	
0003499	00	GREY HOUSE PUBLISHING INC						
G-907998-REN	PI3855	032650	00	05/11/2016	001-2031-455.30-51	GENERAL	462.05	
						VENDOR TOTAL *	462.05	
9999999	00	HANSEN, HALEY						
125249 HANSEN	000444		00	05/11/2016	001-2029-347.00-00	ALEYAH HANSEN/CLIPPER BB	60.00	
						VENDOR TOTAL *	60.00	
9999999	00	HANSEN, LINDSEY						
125272 HANSEN	000445		00	05/11/2016	001-2029-347.00-00	WYATT HANSEN/MUSTANG BB	60.00	
						VENDOR TOTAL *	60.00	
9999999	00	HARSH, BRIANNA						
125273 HARSH	000446		00	05/11/2016	001-2029-347.00-00	CONNOR HARSH/MUSTANG BB	60.00	
						VENDOR TOTAL *	60.00	

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9999999	00	HERNANDES, OSCAR						
125113	HERNANDE000409		00	05/11/2016	001-2026-347.05-00	OSCAR HERNANDES/CA CANCLD	30.00	
						VENDOR TOTAL *	30.00	
9999999	00	HITTNER, HOLLIE						
125275	HITTNER 000447		00	05/11/2016	001-2029-347.00-00	CAMDYN HITTNER/MUSTANG BB	60.00	
						VENDOR TOTAL *	60.00	
9999999	00	HOFFART, CARI						
125269	CRAMER 000435		00	05/11/2016	001-2029-347.00-00	BRAXTON CRAMER/MSTNG BB	60.00	
						VENDOR TOTAL *	60.00	
9999999	00	HOLCOMB, SHERI						
125250	HOLCOMB 000448		00	05/11/2016	001-2029-347.00-00	ZETA HOLCOMB/CLIPPER BB	60.00	
						VENDOR TOTAL *	60.00	
0005637	00	HR SYSTEMS INC						
2066	PI3759 033037		00	05/11/2016	001-1209-421.20-99	GENERAL	1,750.00	
						VENDOR TOTAL *	1,750.00	
9999999	00	HUISMAN, VERONICA						
125251	HUISMAN 000449		00	05/11/2016	001-2029-347.00-00	MONTSERRAT HUISMAN/BB	60.00	
						VENDOR TOTAL *	60.00	
9999999	00	HUMANA HEALTH						
121415	ZIMOLA 000414		00	05/11/2016	001-1206-342.02-00	HELEN ZIMOLA/AMB REFUND	100.68	
						VENDOR TOTAL *	100.68	
0001167	00	HY-VEE						
4399925526	PI3671 031982		00	05/11/2016	001-1013-432.30-79	BLANKET PURCHASE ORDER	23.37	
4391277804	PI3586 031982		00	05/11/2016	001-2031-455.30-41	BLANKET PURCHASE ORDER	122.00	
4391318449	PI3587 031982		00	05/11/2016	001-2031-455.30-41	BLANKET PURCHASE ORDER	23.73	
4395627863	PI3588 031982		00	05/11/2016	001-2031-455.30-41	BLANKET PURCHASE ORDER	41.24	
573389364	PI3780 031982		00	05/11/2016	001-2031-455.30-41	BLANKET PURCHASE ORDER	3.55	
575704815	PI3781 031982		00	05/11/2016	001-2031-455.30-41	BLANKET PURCHASE ORDER	27.93	
						VENDOR TOTAL *	241.82	
0006116	00	IES COMMERCIAL INC						
4060178-01	PI3640 032934		00	05/11/2016	029-2034-466.20-60	FIELD PURCHASE ORDER	570.00	
4060178-01	PI3641 032934		00	05/11/2016	029-2034-466.30-48	FIELD PURCHASE ORDER	214.20	
						VENDOR TOTAL *	784.20	
0000485	00	INTERSTATE BATTERY SYSTEM						
160004630	PI3709 032278		00	05/11/2016	001-2027-452.30-63	FIELD PURCHASE ORDER	107.29	
						VENDOR TOTAL *	107.29	
0000824	00	INTL CODE COUNCIL INC						
1000684952	PI3731 032945		00	05/11/2016	001-1004-424.30-31	GENERAL	19.52	
						VENDOR TOTAL *	19.52	

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0003084 58291A	00	JACK'S UNIFORMS & EQUIPMENT PI3720 032857	00	05/11/2016	001-1209-421.30-52	GENERAL	669.95	
VENDOR TOTAL *							669.95	
9999999 125276	00	JOHNSON, MEGAN JOHNSON 000450	00	05/11/2016	001-2029-347.00-00	NICHOLAS JOHNSON/MUSTANG	60.00	
VENDOR TOTAL *							60.00	
9999999 125286	00	KIDS SPORTS TRUST SCHMIDT 000462	00	05/11/2016	001-2029-347.00-00	MADI SCHMIDT/CLIPPER BB	65.00	
VENDOR TOTAL *							65.00	
0002902 S101312260-001	00	KRIZ-DAVIS CO PI3672 031984	00	05/11/2016	001-1206-422.30-79	BLANKET PURCHASE ORDER	56.97	
VENDOR TOTAL *							56.97	
9999999 125244	00	KRUGER, KINDRA BACHMANN000429	00	05/11/2016	001-2029-347.00-00	SAHMIYA BACHMANN/CLPR BB	60.00	
VENDOR TOTAL *							60.00	
C88894 C88894 C88893	00	LARSEN INTERNATIONAL PI3673 031986 PI3674 031986 PI3717 032814	00	05/11/2016 05/11/2016 04/28/2016	001-1206-422.20-60 001-1206-422.30-63 001-1206-422.20-65	BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER GENERAL	89.10 78.57 45.25	
VENDOR TOTAL *							212.92	
0002654 9244 9255 9248	00	LEAGUE ASSN OF RISK MANAGEMENT PI3648 033023 PI3760 033039 PI3649 033026	00	05/11/2016 05/11/2016 05/11/2016	001-1015-415.20-47 001-1015-415.20-47 012-2025-431.20-47	BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER	240.66 15.20 334.54	
VENDOR TOTAL *							590.40	
9999999 125263	00	LEWIS, ELIZABETH ARNOLD 000427	00	05/11/2016	001-2029-347.00-00	ANDREW ARNOLD/MUSTANG BB	65.00	
VENDOR TOTAL *							65.00	
0006256 04192016	00	LINCOLN POLICE DEPT POLICEPI3764 033063	00	05/11/2016	001-1209-421.20-13	GENERAL	169.96	
VENDOR TOTAL *							169.96	
0005989 042916	00	LUEBBERT, SUSAN K PI3859 032903	00	05/11/2016	001-2031-455.20-99	BLANKET PURCHASE ORDER	1,493.75	
VENDOR TOTAL *							1,493.75	
9999999 125252	00	MCFARLAND, CHARLES MCFARLND000451	00	05/11/2016	001-2029-347.00-00	PEYTON MCFARLAND/CLIPPER	60.00	
VENDOR TOTAL *							60.00	
0006523	00	MCKESSON MEDICAL-SURGICAL						

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0006523 76837217	00	MCKESSON MEDICAL-SURGICAL PI3740 032992	00	05/11/2016	001-1206-422.30-33	GENERAL	110.40	
VENDOR TOTAL *							110.40	
0002807 55136398	00	MCMASTER-CARR SUPPLY CO PI3754 033018	00	05/11/2016	012-2025-431.30-79	FIELD PURCHASE ORDER	296.57	
VENDOR TOTAL *							296.57	
9999999 125255 MOSS	00	MEDING, MATT 000456	00	05/11/2016	001-2029-347.00-00	AVERIE MOSS/CLIPPER BB	60.00	
VENDOR TOTAL *							60.00	
9999999 125253 MEHAFFEY	00	MEHAFFEY, GALE 000452	00	05/11/2016	001-2029-347.00-00	XANDREAH MEHAFFEY/CLIPPER	60.00	
VENDOR TOTAL *							60.00	
0001229 04668	00	MENARDS - FREMONT PI3783 031989	00	05/11/2016	001-1206-422.30-79	BLANKET PURCHASE ORDER	9.98	
05528		PI3786 031989	00	05/11/2016	001-2026-451.30-49	BLANKET PURCHASE ORDER	9.98	
04894		PI3589 031989	00	05/11/2016	001-2027-452.30-58	BLANKET PURCHASE ORDER	92.40	
05536		PI3787 031989	00	05/11/2016	001-2027-452.30-49	BLANKET PURCHASE ORDER	119.92	
04921		PI3590 031989	00	05/11/2016	001-2030-451.30-49	BLANKET PURCHASE ORDER	33.41	
04988		PI3591 031989	00	05/11/2016	001-2030-451.30-49	BLANKET PURCHASE ORDER	131.31	
05309		PI3784 031989	00	05/11/2016	001-2030-451.30-49	BLANKET PURCHASE ORDER	44.99	
05424		PI3785 031989	00	05/11/2016	001-2030-451.30-49	BLANKET PURCHASE ORDER	59.93	
05031		PI3592 031989	00	05/11/2016	001-2042-440.30-33	BLANKET PURCHASE ORDER	129.94	
05031		PI3593 031989	00	05/11/2016	001-2042-440.30-49	BLANKET PURCHASE ORDER	28.89	
VENDOR TOTAL *							660.75	
9999999 125277 MEYER	00	MEYER, DAVID 000453	00	05/11/2016	001-2029-347.00-00	KODY MEYER/MUSTANG BB	60.00	
VENDOR TOTAL *							60.00	
0006536 6141843 6143253	00	MIDWEST MEDICAL SUPPLY CO LLC PI3757 033022 PI3758 033022	00	05/11/2016	001-1206-422.30-33 001-1206-422.30-33	GENERAL GENERAL	179.03 89.52	
VENDOR TOTAL *							268.55	
0001839 3717829-00	00	MIDWEST TURF & IRRIGATION PI3744 032998	00	05/11/2016	001-2027-452.40-13	GENERAL	459.20	
VENDOR TOTAL *							459.20	
9999999 125278 MILLER	00	MILLER, TIFFANY 000454	00	05/11/2016	001-2029-347.00-00	AIDEN MILLER/MUSTANG BB	60.00	
VENDOR TOTAL *							60.00	
0003513 95830	00	MONARCH OIL COMPANY PI3697 032191	00	05/11/2016	012-2025-431.30-69	FIELD PURCHASE ORDER	451.50	
VENDOR TOTAL *							451.50	

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0005038	00	MUNICIPAL EMERGENCY SERVICE-FREMONT						
IN1014280		PI3637 032822	00	05/11/2016	001-1206-422.30-68	GENERAL	19.79	
IN1021210		PI3642 032938	00	05/11/2016	001-1206-422.20-65	GENERAL	550.00	
IN1022666		PI3782 031988	00	05/11/2016	001-1206-422.30-79	BLANKET PURCHASE ORDER	40.00	
						VENDOR TOTAL *	609.79	
0003724	00	NEBR DEPT OF LABOR						
70082		PI3750 033011	00	05/11/2016	001-2031-455.20-60	GENERAL	140.00	
						VENDOR TOTAL *	140.00	
0002006	00	NEBR DEPT OF REVENUE						
273392961	0416	PI3810 032028	00	05/11/2016	001-2026-451.20-99	BLANKET PURCHASE ORDER	54.31	
						VENDOR TOTAL *	54.31	
0003977	00	NEBR DEPT OF REVENUE						
13392961	0416	PI3811 032029	00	05/11/2016	001-2027-452.20-99	BLANKET PURCHASE ORDER	22.39	
						VENDOR TOTAL *	22.39	
0006206	00	NEBR ENVIRONMENTAL PRODUCTS						
N7160433		PI3732 032957	00	05/11/2016	012-2025-431.30-32	FIELD PURCHASE ORDER	229.00	
N7160485		PI3747 033004	00	05/11/2016	012-2025-431.30-56	FIELD PURCHASE ORDER	1,053.62	
N7160514		PI3874 033028	00	05/11/2016	012-2025-431.30-56	FIELD PURCHASE ORDER	360.49	
						VENDOR TOTAL *	1,643.11	
9999999	00	NEBRASKA TRADITIONAL ARCHERS						
125237	NEBR TRD000457		00	05/11/2016	001-0000-202.04-00	NEBR TRADITIONAL ARCHERS	30.00	
						VENDOR TOTAL *	30.00	
0005870	00	NEIAI						
042216		PI3716 032809	00	05/11/2016	001-1209-421.20-13	GENERAL	105.00	
						VENDOR TOTAL *	105.00	
0001020	00	O'REILLY AUTOMOTIVE INC						
0397-365318		PI3677 031993	00	05/11/2016	001-1004-424.30-63	BLANKET PURCHASE ORDER	148.03	
0397-366118		PI3679 031993	00	05/11/2016	001-1004-424.30-63	BLANKET PURCHASE ORDER	34.28	
0397-366343		PI3790 031993	00	05/11/2016	001-1004-424.30-63	BLANKET PURCHASE ORDER	101.94	
0397-365777		PI3678 031993	00	05/11/2016	001-1206-422.30-63	BLANKET PURCHASE ORDER	3.69	
0397-364283		PI3594 031993	00	05/11/2016	001-1209-421.30-63	BLANKET PURCHASE ORDER	40.50	
0397-366955		PI3799 031993	00	05/11/2016	001-1209-421.30-63	BLANKET PURCHASE ORDER	112.40	
0397-366768		PI3793 031993	00	05/11/2016	001-2027-452.30-63	BLANKET PURCHASE ORDER	55.92	
0397-366891		PI3797 031993	00	05/11/2016	001-2027-452.40-20	BLANKET PURCHASE ORDER	54.93	
0397-366952		PI3798 031993	00	05/11/2016	001-2027-452.20-60	BLANKET PURCHASE ORDER	12.00	
0397-366488		PI3791 031993	00	05/11/2016	001-2030-451.30-49	BLANKET PURCHASE ORDER	126.75	
0397-365134		PI3676 031993	00	05/11/2016	012-2025-431.30-63	BLANKET PURCHASE ORDER	347.45	
0397-366241		PI3789 031993	00	05/11/2016	012-2025-431.30-56	BLANKET PURCHASE ORDER	105.09	
0397-366534		PI3792 031993	00	05/11/2016	012-2025-431.30-63	BLANKET PURCHASE ORDER	176.99	
0397-366804		PI3794 031993	00	05/11/2016	012-2025-431.30-63	BLANKET PURCHASE ORDER	15.27	
0397-366843		PI3795 031993	00	05/11/2016	012-2025-431.30-56	BLANKET PURCHASE ORDER	5.57	
0397-366857		PI3796 031993	00	05/11/2016	012-2025-431.30-56	BLANKET PURCHASE ORDER	25.92	

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0001020	00	O'REILLY AUTOMOTIVE INC						
0397-366956		PI3800 031993	00	05/11/2016	012-2025-431.30-32	BLANKET PURCHASE ORDER	27.48	
0397-367045		PI3801 031993	00	05/11/2016	012-2025-431.30-63	BLANKET PURCHASE ORDER	79.93	
						VENDOR TOTAL *	1,474.14	
0005807	00	OCLC INC						
0000453062		PI3630 032407	00	05/11/2016	001-2031-455.20-93	GENERAL	1,105.10	
						VENDOR TOTAL *	1,105.10	
0002888	00	OFFICENET						
827339-0		PI3870 033024	00	05/11/2016	001-1002-415.30-31	GENERAL	59.80	
828293-0		PI3846 032280	00	05/11/2016	001-1004-424.20-70	BLANKET PURCHASE ORDER	36.33	
827952-0		PI3877 033054	00	05/11/2016	001-1004-424.30-31	GENERAL	38.56	
827339-0		PI3871 033024	00	05/11/2016	001-1007-415.30-31	GENERAL	59.80	
827339-0		PI3872 033024	00	05/11/2016	001-1016-414.30-31	GENERAL	59.80	
828416-0		PI3848 032281	00	05/11/2016	001-1206-422.20-95	BLANKET PURCHASE ORDER	159.15	
828417-0		PI3845 032255	00	05/11/2016	001-1209-421.20-70	BLANKET PURCHASE ORDER	125.00	
828293-0		PI3847 032280	00	05/11/2016	001-1305-430.20-70	BLANKET PURCHASE ORDER	36.33	
826356-0		PI3743 032997	00	05/11/2016	001-2027-452.30-31	GENERAL	131.91	
828418-0		PI3836 032229	00	05/11/2016	001-2029-451.20-70	BLANKET PURCHASE ORDER	75.10	
827339-0		PI3873 033024	00	05/11/2016	001-2029-451.30-31	GENERAL	59.80	
828295-0		PI3835 032228	00	05/11/2016	001-2031-455.20-70	BLANKET PURCHASE ORDER	27.50	
						VENDOR TOTAL *	869.08	
0001625	00	OTIS ELEVATOR COMPANY						
CO65208516		PI3708 032258	00	05/11/2016	001-1209-421.20-65	GENERAL	143.57	
						VENDOR TOTAL *	143.57	
0005524	00	PAPER TIGER SHREDDING						
78720		PI3854 032545	00	05/11/2016	001-1209-421.20-99	GENERAL	80.00	
						VENDOR TOTAL *	80.00	
9999999	00	PECK, AMANDA						
125257 THOMPSON000464			00	05/11/2016	001-2029-347.00-00	TWRINITEY THOMPSON/CLPPER	65.00	
						VENDOR TOTAL *	65.00	
0006314	00	PEST PRO'S INC						
TRA STA 041916		PI3696 032093	00	05/11/2016	001-1013-432.20-99	FIELD PURCHASE ORDER	25.00	
						VENDOR TOTAL *	25.00	
0006484	00	PEST-TROL SERVICES LLC						
5588		PI3695 032032	00	05/11/2016	012-2025-431.20-99	BLANKET PURCHASE ORDER	75.00	
						VENDOR TOTAL *	75.00	
9999999	00	PETERSON, JESSICA						
125280 PETERSON000458			00	05/11/2016	001-2029-347.00-00	ETHAN PETERSON/MUSTANG BB	60.00	
						VENDOR TOTAL *	60.00	
0006436	00	PINNACLE BANK - VISA						

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0006436 66232552	00	PINNACLE BANK - VISA PI3714 032761	00	05/11/2016	001-1206-422.20-13	GENERAL	1,607.62	
VENDOR TOTAL *							1,607.62	
0002919 548442 554526	00	PLATTE VALLEY EQUIPMENT LLC PI3595 031994 PI3596 031994	00	05/11/2016	001-2042-440.30-56	BLANKET PURCHASE ORDER	183.17	
VENDOR TOTAL *							363.36	
0006211 25408	00	PRAIRIE MECHANICAL CORP PI3715 032789	00	05/11/2016	001-2031-455.20-65	GENERAL	3,257.00	
VENDOR TOTAL *							3,257.00	
0006199 7424 7424 7465 7424 7465 7465	00	PREMIER STAFFING INC PI3604 032027 PI3605 032027 PI3692 032027 PI3606 032027 PI3693 032027 PI3694 032027	00	05/11/2016	001-1209-421.20-35	BLANKET PURCHASE ORDER	30.00	
VENDOR TOTAL *							540.00	
0006574 10082	00	PRO JANSAN LLC PI3643 032971	00	05/11/2016	001-2027-452.30-79	GENERAL	430.00	
VENDOR TOTAL *							430.00	
9999999 125281	00 PUSH	PUSH, VICKIE 000459	00	05/11/2016	001-2029-347.00-00	RYAN PUSH/MUSTANG BB	60.00	
VENDOR TOTAL *							60.00	
0006551 034917	00	RADIOSHACK PI3883 033079	00	05/11/2016	001-2031-455.30-49	BLANKET PURCHASE ORDER	29.99	
VENDOR TOTAL *							29.99	
9999999 125289	00 MORRIS	RAMSEY, JENNIFER 000455	00	05/11/2016	001-2029-347.00-00	TYLER MORRIS/MUSTANG BB	60.00	
VENDOR TOTAL *							60.00	
0002876 756874 756872 756873	00	RAWHIDE CHEMOIL INC PI3881 033066 PI3879 033065 PI3880 033065	00	05/11/2016	001-2027-452.30-44	GENERAL	217.84	
VENDOR TOTAL *							1,004.27	
0003505 75318342 75321101	00	RECORDED BOOKS INC PI3612 032207 PI3829 032207	00	05/11/2016	001-2031-455.30-51	GENERAL	91.35	
VENDOR TOTAL *							285.15	

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9999999	00	REGIONAL CARE						
083115	BENTLEY	000415	00	05/11/2016	001-1206-342.02-00	JORDAN BENTLEY/AMB RFND	765.68	
						VENDOR TOTAL *	765.68	
9999999	00	RICE, BARB						
125139	RICE	000411	00	05/11/2016	001-0000-202.04-00	BARB RICE/C AUD DEP	200.00	
						VENDOR TOTAL *	200.00	
0006449	00	ROCO RESCUE INC						
0026121		PI3647 033006	00	05/11/2016	001-1206-422.30-56	GENERAL	429.88	
						VENDOR TOTAL *	429.88	
9999999	00	RODRIGUEZ, XEILY						
125282	RODRIGUZ	000460	00	05/11/2016	001-2029-347.00-00	RODRIGO RODRIGUEZ/MUSTANG	60.00	
						VENDOR TOTAL *	60.00	
9999999	00	ROSALES, ALMA						
125138	ROSALES	000412	00	05/11/2016	001-0000-202.04-00	ALMA ROSALES/COMM RM DEP	100.00	
						VENDOR TOTAL *	100.00	
0005692	00	SAFARILAND LLC						
C16-051500		PI3856 032705	00	05/11/2016	001-1209-421.20-13	GENERAL	895.00	
						VENDOR TOTAL *	895.00	
9999999	00	SAWTELLE, AJ						
125256	SAWTELLE	000461	00	05/11/2016	001-2029-347.00-00	MACY SAWTELLE/CLIPPER BB	60.00	
						VENDOR TOTAL *	60.00	
0001305	00	SAWYER GAS N WASH INC						
42816-25		PI3886 031996	00	05/11/2016	001-1209-421.20-99	BLANKET PURCHASE ORDER	273.45	
						VENDOR TOTAL *	273.45	
0001308	00	SHERWIN-WILLIAMS CO						
3832-7		PI3680 031998	00	05/11/2016	012-2025-431.30-56	BLANKET PURCHASE ORDER	20.40	
3621-4		PI3721 032863	00	05/11/2016	012-2025-431.30-76	FIELD PURCHASE ORDER	2,960.00	
3987-9		PI3802 031998	00	05/11/2016	012-2025-431.30-33	BLANKET PURCHASE ORDER	14.26	
						VENDOR TOTAL *	2,994.66	
0001316	00	SIFFRING LANDSCAPING & GARDEN CTR						
09516		PI3867 033000	00	05/11/2016	001-2027-452.30-58	GENERAL	380.00	
						VENDOR TOTAL *	380.00	
9999999	00	SORENSEN, SARA						
125283	SORENSEN	000463	00	05/11/2016	001-2029-347.00-00	SPENCER SORENSEN/MUSTANG	60.00	
						VENDOR TOTAL *	60.00	
0003685	00	STATE FIRE MARSHAL TRAINING						
2402		PI3860 032909	00	05/11/2016	001-1206-422.20-13	GENERAL	950.00	
						VENDOR TOTAL *	950.00	

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0003375 1006881	00	STATE OF NEBRASKA - CELLULAR PI3698 032221	00	05/11/2016	001-1015-415.20-12	BLANKET PURCHASE ORDER	1,561.41	
						VENDOR TOTAL *	1,561.41	
0005078 APRIL 2016 APRIL 2016	00	SUN LIFE FINANCIAL PI3843 032253 PI3844 032253	00	05/11/2016 05/11/2016	060-0660-442.70-06 060-0660-442.70-08	BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER	3,636.81 4,332.10	
						VENDOR TOTAL *	7,968.91	
0005494 118220	00	SUNGARD PUBLIC SECTOR INC PI3718 032826	00	05/11/2016	060-0660-441.70-07	BLANKET PURCHASE ORDER	800.00	
						VENDOR TOTAL *	800.00	
0006223 12907 12940 12831	00	T SQUARE SUPPLY LLC PI3803 032001 PI3681 032001 PI3597 032001	00	05/11/2016 05/11/2016 05/11/2016	001-1206-422.30-79 001-2027-452.30-64 012-2025-431.30-64	BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER	36.75 240.00 89.90	
						VENDOR TOTAL *	366.65	
0003598 0113917	00 0516	TIME WARNER CABLE PI3699 032224	00	05/11/2016	001-1011-419.20-12	BLANKET PURCHASE ORDER	109.79	
						VENDOR TOTAL *	109.79	
0001339 20756	00	TIMME WELDING & SUPPLY LLC PI3682 032002	00	05/11/2016	001-2027-452.30-64	BLANKET PURCHASE ORDER	6.40	
						VENDOR TOTAL *	6.40	
9999999 0000102	00	TIN LIZZY TAVERN OL	00	05/11/2016	001-0000-223.00-00	OL REFUNDS	208.82	
						VENDOR TOTAL *	208.82	
0006063 7640966 7617355	00	TITAN MACHINERY INC (VICTORS) PI3804 032003 PI3875 033029	00	05/11/2016 05/11/2016	001-2027-452.30-33 012-2025-431.30-56	BLANKET PURCHASE ORDER FIELD PURCHASE ORDER	216.00 509.32	
						VENDOR TOTAL *	725.32	
0003443 11212645	00	VALUE LINE PUBLISHING INC PI3617 032212	00	05/11/2016	001-2031-455.30-51	GENERAL	289.00	
						VENDOR TOTAL *	289.00	
0002032 116441 116441	00	VAN DIEST SUPPLY CO PI3644 032975 PI3645 032975	00	05/11/2016 05/11/2016	001-2027-452.30-32 001-2042-440.30-32	GENERAL GENERAL	16,756.65 6,500.31	
						VENDOR TOTAL *	23,256.96	
0003337 4539284 4539355 4539355	00	WASTE CONNECTIONS INC 000471 PI3831 032225 PI3832 032225	00	05/11/2016 05/11/2016 05/11/2016	001-1013-432.20-21 001-1206-422.20-99 001-1209-421.20-99	APRIL 2016 BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER	63,838.24 157.70 204.19	

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0003337	00	WASTE CONNECTIONS INC						
4539416		PI3812 032198	00	05/11/2016	001-2026-451.20-99	GENERAL	327.67	
4539416		PI3813 032198	00	05/11/2016	001-2027-452.20-99	GENERAL	381.97	
4539416		PI3814 032198	00	05/11/2016	001-2029-451.20-99	GENERAL	266.00	
4539416		PI3815 032198	00	05/11/2016	001-2030-451.20-99	GENERAL	41.00	
4539252		PI3834 032226	00	05/11/2016	001-2031-455.20-99	BLANKET PURCHASE ORDER	66.92	
4539416		PI3816 032198	00	05/11/2016	001-2042-440.20-99	GENERAL	63.52	
4539355		PI3833 032225	00	05/11/2016	012-2025-431.20-99	BLANKET PURCHASE ORDER	191.87	
						VENDOR TOTAL *	65,539.08	
9999999	00	WEEPEATS 4 WEEONES						
125090		WEEPEATS000413	00	05/11/2016	001-0000-202.04-00	WEEPEATS 4 WEEONES/C AUD	100.00	
						VENDOR TOTAL *	100.00	
9999999	00	WHEELLOCK, AMANDA						
125284		WHEELLOCK000466	00	05/11/2016	001-2029-347.00-00	KADYN WHEELLOCK/MUSTANG BB	60.00	
						VENDOR TOTAL *	60.00	
0005116	00	WIESE PLUMBING & EXCAVATING INC						
768		PI3807 032025	00	05/11/2016	001-2027-452.20-60	BLANKET PURCHASE ORDER	50.00	
769		PI3808 032025	00	05/11/2016	001-2027-452.20-60	BLANKET PURCHASE ORDER	125.00	
769		PI3809 032025	00	05/11/2016	001-2027-452.30-49	BLANKET PURCHASE ORDER	67.42	
802		PI3884 033080	00	05/11/2016	001-2028-451.20-60	GENERAL	325.00	
802		PI3885 033080	00	05/11/2016	001-2028-451.30-49	GENERAL	237.98	
785		PI3691 032025	00	05/11/2016	001-2030-451.30-56	BLANKET PURCHASE ORDER	180.05	
						VENDOR TOTAL *	985.45	
9999999	00	WINTER, LINDSAY						
125285		WINTER 000467	00	05/11/2016	001-2029-347.00-00	TATEN WINTER/MUSTANG BB	60.00	
						VENDOR TOTAL *	60.00	
9999999	00	WOLF, RAYLYNNE						
125259		WOLF 000468	00	05/11/2016	001-2029-347.00-00	ALLISON WOLF/CLIPPER BB	60.00	
						VENDOR TOTAL *	60.00	
0006438	00	WOLFCOM ENTERPRISES						
2432		PI3724 032908	00	05/11/2016	001-1209-421.20-60	GENERAL	170.00	
						VENDOR TOTAL *	170.00	
9999999	00	WOLFE, JESSICA						
125260		WOLFE 000469	00	05/11/2016	001-2029-347.00-00	CARLYE WOLFE/CLIPPER BB	60.00	
						VENDOR TOTAL *	60.00	
0003339	00	WSI CORPORATION						
INV0012269		PI3618 032227	00	05/11/2016	029-2034-466.20-99	GENERAL	223.00	
						VENDOR TOTAL *	223.00	
0006575	00	YOURMEMBERSHIP.COM INC						
R21274893		PI3869 033013	00	05/11/2016	001-2031-455.20-33	GENERAL	450.00	

PROGRAM: GM339L

AS OF: 05/11/2016

PAYMENT DATE: 05/11/2016

City of Fremont

General Fund

BANK: 00

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0006575	00	YOURMEMBERSHIP.COM INC						
						VENDOR TOTAL *	450.00	
9999999	00	ZAUTKE, AMY						
125290	FARNAN	000438	00	05/11/2016	001-2029-347.00-00	KALE FARNAN/MUSTANG BB	60.00	
						VENDOR TOTAL *	60.00	
9999999	00	ZIMMER, JORDAN						
125261	ZIMMER	000470	00	05/11/2016	001-2029-347.00-00	CHLOE ZIMMER/CLIPPER BB	60.00	
						VENDOR TOTAL *	60.00	
		00	General Fund			BANK TOTAL *	246,581.23	24,655.67

PROGRAM: GM339L

AS OF: 05/11/2016

PAYMENT DATE: 05/11/2016

City of Fremont

Keno Fund

BANK: 04

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT

0005069	00	ALMQUIST MALTZAHN GALLOWAY & LUTH						
006816-192667	PI3633	032679	04	05/11/2016	020-2066-490.60-12	FIELD PURCHASE ORDER	2,847.00	

						VENDOR TOTAL *	2,847.00	
--	--	--	--	--	--	----------------	----------	--

			04	Keno Fund		BANK TOTAL *	2,847.00	
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PROGRAM: GM339L

AS OF: 05/11/2016

PAYMENT DATE: 05/11/2016

City of Fremont

CDBG Clearing

BANK: 08

VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME 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						
16969	PI3574	030140	08	05/11/2016	031-0782-465.20-99	BLANKET PURCHASE ORDER	500.00	
16903	PI3575	030411	08	05/11/2016	031-0782-465.20-99	BLANKET PURCHASE ORDER	60.00	
16928	PI3576	030767	08	05/11/2016	031-0782-465.20-99	BLANKET PURCHASE ORDER	105.00	
16938	PI3577	031155	08	05/11/2016	031-0782-465.20-99	BLANKET PURCHASE ORDER	270.00	
16959	PI3627	032397	08	05/11/2016	031-0782-465.20-99	BLANKET PURCHASE ORDER	90.00	
16961	PI3628	032397	08	05/11/2016	031-0782-465.20-99	BLANKET PURCHASE ORDER	2,055.00	
16962	PI3629	032397	08	05/11/2016	031-0782-465.20-99	BLANKET PURCHASE ORDER	2,500.00	
16952	PI3631	032511	08	05/11/2016	031-0782-465.20-99	BLANKET PURCHASE ORDER	570.00	
16957	PI3632	032511	08	05/11/2016	031-0782-465.20-99	BLANKET PURCHASE ORDER	1,735.00	
16963	PI3635	032775	08	05/11/2016	031-0782-465.20-99	BLANKET PURCHASE ORDER	1,890.00	
						VENDOR TOTAL *	9,775.00	
		08 CDBG Clearing				BANK TOTAL *	9,775.00	

PROGRAM: GM339L
City of Fremont
E911

AS OF: 05/11/2016 PAYMENT DATE: 05/11/2016

BANK: 09

VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0005808 100670224	00	CENTURYLINK PI3882 033073	09	05/11/2016	033-0789-421.20-12	BLANKET PURCHASE ORDER	4,996.26	
VENDOR TOTAL *							4,996.26	
0002675 402D250400 4027272600 4027272600 4026440105 4026440105	00	CENTURYLINK (QWEST) 0416PI3626 032386 0416PI3653 031870 0416PI3654 031870 0416PI3655 031875 0416PI3656 031875	09	05/11/2016	033-0789-421.20-12	BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER	784.19 13.80 78.19 134.62 1,660.35	
VENDOR TOTAL *							2,671.15	
0003087 6953975-0 6953975-1	00	EAKES OFFICE SOLUTIONS PI3736 032988 PI3737 032988	09	05/11/2016	033-0789-421.30-31	GENERAL GENERAL	171.72 15.06	
VENDOR TOTAL *							186.78	
0000930 9926520001	00	GREAT PLAINS COMMUNICATIONS INC 0416PI3623 032286	09	05/11/2016	033-0789-421.20-12	BLANKET PURCHASE ORDER	92.32	
VENDOR TOTAL *							92.32	
0004678 3809681	00	LANGUAGE LINE SERVICES PI3624 032287	09	05/11/2016	033-0789-421.20-99	BLANKET PURCHASE ORDER	91.35	
VENDOR TOTAL *							91.35	
0006256 04192016	00	LINCOLN POLICE DEPT PI3650 033027	09	05/11/2016	033-0789-421.20-13	BLANKET PURCHASE ORDER	169.96	
VENDOR TOTAL *							169.96	
0003789 2016 SHELLY H	00	NEBR EMERGENCY SERVICES PI3739 032991	09	05/11/2016	033-0789-421.20-13	BLANKET PURCHASE ORDER	75.00	
VENDOR TOTAL *							75.00	
0002888 C 795919-0 826392-0	00	OFFICENET PI3752 033017 PI3753 033017	09	05/11/2016	033-0789-421.30-31	GENERAL GENERAL	129.18- 359.90	
VENDOR TOTAL *							230.72	
0003420 171283/2578076	00	RAMADA INN KEARNEY PI3646 032981	09	05/11/2016	033-0789-421.20-13	BLANKET PURCHASE ORDER	152.00	
VENDOR TOTAL *							152.00	
0003375 1006932	00	STATE OF NEBRASKA - CELLULAR PI3710 032284	09	05/11/2016	033-0789-421.20-12	BLANKET PURCHASE ORDER	768.00	
VENDOR TOTAL *							768.00	
09 E911							BANK TOTAL *	9,433.54

PROGRAM: GM339L

AS OF: 05/11/2016

PAYMENT DATE: 05/11/2016

City of Fremont

E911

BANK: 09

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT

0000000	00					HAND ISSUED TOTAL ***		65.00-
						EFT/EPAY TOTAL ***		24,720.67
						TOTAL EXPENDITURES ****	268,636.77	24,655.67
					GRAND TOTAL *****			293,292.44

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Dan Seder, Parks and Recreation Director

DATE: April 27, 2016

SUBJECT: Award One (1) Tracked Man Lift

Recommendation: *Approve Resolution*

Background: Bids were taken for the purchase of a One (1) Man Tracked Lift for the Parks and Recreation Department. All Access equipment was the lowest of six bids received on April 21, 2016.

Fiscal Impact: \$140,200, this is an item listed in the CIP for the Parks and Recreation department, the budgeted amount was \$170,000.



Date: Thursday, April 21, 2016
Project: One (1) Tracked Man Lift
Location: City Council Chambers

BID TABULATION - One (1) Tracked Man Lift

Vendor	Manufacturer	Spec Sheet	Bid Bond	Total Bid
All Access #1	CMC	x	x	\$140,200.00
Titan Machinery B	JLG	x	x	\$149,000.00
Titan Machinery C	JLG	x	x	\$149,000.00
Titan Machinery A	JLG	x	x	\$153,000.00
NMC, Inc.	JLG	x	x	\$155,905.00
NMC, Inc.	JLG	x	x	\$158,468.00

Resolution No.

A RESOLUTION OF THE CITY COUNCIL OF FREMONT, NEBRASKA, ACCEPTING AND AWARDED BID OF ALL ACCESS EQUIPMENT FOR THE PURCHASE OF A ONE (1) TRACKED MAN LIFT IN THE AMOUNT OF \$140,200.00.

WHEREAS, Bids were publicly opened, read, and tabulated in the Council Chambers on the 21st day of April, 2016 at the hour of 2:00 p.m.; and

NOW THEREFORE BE IT RESOLVED: That the bid of All Access Equipment in the amount of \$140,200.00 be accepted as the lowest and best bid; and, the Mayor and City Council be and are authorized to enter into contract with said firm for purchase of a One (1) Tracked Man Lift.

PASSED AND APPROVED THIS _____ DAY OF _____, 2016.

SCOTT GETZSCHMAN, MAYOR

ATTEST:

Tyler Ficken, City Clerk

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Tyler Ficken, City Clerk

DATE: May 3, 2016

SUBJECT: MainStreet of Fremont – Ilgenfritz parking lot closure request

Recommendation: Approve resolution

Background: MainStreet of Fremont has requested the use of the Ilgenfritz Parking lot on August 5, 2016 to August 6, 2016 for a Lone Star music event. The request also includes the use of Street Department fencing at the parking lot.

Ficken, Tyler

From: Shannon Mullen <director@mainstreetfremont.org>
Sent: Tuesday, May 03, 2016 9:29 AM
To: Ficken, Tyler
Cc: Seder, Daniel; Vyhlidal, Mark
Subject: letter for parking lot closure

Follow Up Flag: Follow up
Flag Status: Flagged

Tyler, Dan, and Mark,

I would like to enter a request to the City Council for next Tuesday if possible? MainStreet would like to request the closure of the Ilgenfritz Parking Lot for the entire day - Friday, August 5th. The closure will be to support the nationally recognized band Lone Star to perform for the evening. They are needing to have about 4-5 hours to set up prior to the concert that evening. L.A. Fire Proof Door Co. will be hosting the event, with support from MainStreet.

Our request will include closure of the lot from 7:00 am Friday, August 5th – 7:00 am Saturday, August 6th. It will be similar to request for John C Fremont Days events in that parking lot. They will provide security, but would ask if they can use the fencing from the Streets Dept. for this event. LA will also provide the liability insurance for the City.

Do you foresee any concerns with this?

Shannon Mullen
Executive Director
MainStreet of Fremont, Inc.
338 N. Main St.
Fremont, NE 68025
(402)721-2264
www.Mainstreetfremont.org

Register today for the MainStreet Mayor's 5K Run
Saturday, June 4, 2016

RESOLUTION NO.

A Resolution of the City Council of the City of Fremont Nebraska, approving the request of MainStreet Fremont to use Ilgenfritz Parking lot on August 5, 2016 to August 6, 2016 from 7:00 A.M. to 7:00 A.M. for concert set up.

Whereas, MainStreet Fremont has requested to use the Ilgenfritz Parking lot at 4th and Park Avenue for concert set up; and,

Whereas, MainStreet Fremont also requested the use of fencing in the possession of the Street Department; and,

Whereas, approval is contingent upon receipt of \$1,000,000 insurance certificate with L.A Fire Proof Door Co. as primary insured and the City of Fremont as additional insured and this resolution shall serve as the written contract for said insurance.

NOW THEREFORE BE IT RESOLVED, that the Mayor and City Council approve the request of MainStreet Fremont to use the Ilgenfritz Parking lot at 4th and Park from August 5, 2016 to August 6, 2016 from 7:00 A.M. to 7:00 A.M. for concert set up.

PASSED AND APPROVED THIS _____ DAY OF _____, 2016

SCOTT GETZSCHMAN, MAYOR

ATTEST:

TYLER FICKEN, CITY CLERK

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Tyler Ficken, City Clerk

DATE: May 4, 2016

SUBJECT: Planning Commission appointment

Recommendation: Move to approve the recommendation of the Mayor to appoint Rol Horeis to a term on Planning Commission ending April 2019.

Background: Appointment will be to fill an expired three-year term.

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Tyler Ficken, City Clerk

DATE: May 4, 2016

SUBJECT: Planning Commission appointment

Recommendation: Move to approve the recommendation of the Mayor to appoint Aaron Rix to a term on Planning Commission as an Extraterritorial Jurisdiction Representative ending April 2019.

Background: Appointment will be to fill a vacant three-year term.

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Tyler Ficken, City Clerk

DATE: May 4, 2016

SUBJECT: Planning Commission appointment

Recommendation: Move to approve the recommendation of the Mayor to appoint Brian Wiese to a term on Planning Commission ending April 2019.

Background: Appointment will be to fill an expired three-year term.

STAFF REPORT

TO: Honorable Mayor & City Council
Board of Public Works

FROM: Brian Newton, Utilities General Manager
Mike Royuk, Distribution Superintendent
Alan Kaspar, Director of Electrical Engineering

DATE: May 5th, 2016

SUBJECT: Recommendation of Award – Compact Crawler Boom Lift (Backyard Machine)

Recommendation: Approve resolution to award contract for purchase of Backyard Machine to Altec Industries, Inc.

Background: A Request for Proposal (RFP) for Purchase of Backyard Machine was published in the Fremont Tribune March 29th, April 5th and April 12th and placed on the City of Fremont’s website. Sealed bids were received until 2:00 p.m. April 19th, 2016. The following proposals were received:

<u>Bidder</u>	<u>Bid Bond</u>	<u>Lump Sum Bid</u>	<u>Delivery Date</u>
Altec Industries, Inc.	Yes	\$187,329.00	7/31/2016
Titan Machinery	N/A	No Bid	N/A
Terex (Bid #1)	No	\$170,766.00	150-180 days
Terex (Bid #2)	No	\$180,237.00	150-180 days

There are multiple factors that contribute to this recommendation of award to Altec, they are as follows:

1. The Altec unit meets all specifications.
2. The Terex units quoted cannot achieve the working height that will be required of this machine.
3. Terex did not provide a bid bond as required by the bidding documents.
4. Altec has a mobile service man in Lincoln, NE.
5. We have many older 70’ poles in backyards that we could access without the use of a bucket truck, the unit will pass through a 36” gate.
6. The backyard machine we currently have has a working height of only 45’ and has 2069 hours of use.
7. The tree crew would have the ability to reach higher overhanging limbs, therefore increasing our reliability.

8. We would have the ability to trim trees on both sides of pole lines while only accessing one yard on one side of the line. The unit has a 36' reach.

Fiscal Impact: Unit cost is \$187,329.00. The budgeted cost is \$165,000.00. \$29,190.00 remains in the budget from the recent purchase of an 82' bucket truck. Taking this into consideration, there would still be \$6,861.00 remaining in the budget between these two pieces of equipment. The reason the actual cost exceeded forecasted budget is due to the fact that the Altec unit was not in production at the time the budget was created. Also, the Altec unit includes remote control capability, which accounts for approximately \$5,300.00 of the overall cost.



TDAS58

FOR NEW EQUIPMENT SALES, CALL
800.958.2555
TO SPEAK WITH AN ALTEC REPRESENTATIVE
or visit us online at altec.com

 **Altec.**
BACKYARD
AERIAL DEVICE

RESOLUTION NO. _____

A Resolution of the City Council of the City of Fremont, Nebraska, accepting and awarding the bid of Altec Industries, Inc. for a compact crawler boom lift (backyard machine) in the amount of \$187,329 (plus tax).

WHEREAS, said bids were publicly opened, read and tabulated on the 19th day of April 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 Altec Industries, Inc. be accepted as the best bid for a compact crawler boom lift; 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 compact crawler boom lift in the amount of \$187,329 (plus tax) to Altec Industries, Inc.

PASSED AND APPROVED THIS _____ DAY OF _____, 2016

Scott Getzschman, Mayor

ATTEST:

Tyler Ficken, City Clerk

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Tyler Ficken, City Clerk

DATE: May 3, 2016

SUBJECT: JCF DAYS STREET CLOSINGS

Recommendation: Approve resolution

Background: This is the annual request from John C. Fremont Days Inc. & Ridge Road Run to close various streets for the annual John C. Fremont Days festival to be held July 8-10 & 19, 2016.

Fiscal Impact: unknown



JOHN C. FREMONT DAYS, INC.

P.O. BOX 966 FREMONT, NE 68026-0966 (402) 727-9428

May 5, 2016

Honorable Mayor and City Council
City of Fremont
400 East Military
Fremont, NE 68025

Dear Mayor and Members of the City Council:

John C Fremont Days, Inc. formally requests permission to have the Ridge Road Run which will be held Saturday, July 19, 2016 at 8:00 a.m. beginning at Christensen Field. The race will begin at Christensen Field and follow 16th Street to Road 20 1/4, then follow 2 loops consisting of 21st Street, Rademakers Way, 23rd Street and 20 1/4 then returning to Christensen Field via 16th Street. A map is attached.

During these events, we have REACT members and volunteers monitoring the event. There are 2 people stationed at each intersection holding "Caution – Road Race in Progress" signs to warn traffic.

May I thank you in advance for your consideration.

Sincerely,

A handwritten signature in black ink that reads "Jeff Hoffman". The signature is stylized and cursive.

Jeff Hoffman
Executive Director

Attachments



JOHN C. FREMONT DAYS, INC.

P.O. BOX 966 FREMONT, NE 68026-0966 (402) 727-9428

May 5, 2016

Honorable Mayor and City Council
City of Fremont
400 East Military
Fremont, NE 68025

Dear Mayor and Members of the City Council:

John C Fremont Days, Inc. formally requests street closings for John C. Fremont Days, July 8-10, 2016 as detailed on the attached list.

May I thank you in advance for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeff Hoffman". The signature is stylized and cursive.

Jeff Hoffman
Executive Director

Attachments

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREMONT, NEBRASKA, APPROVING CLOSURE OF VARIOUS STREETS FOR JOHN C. FREMONT DAYS & RIDGE ROAD RUN JULY 8-10 & 19, 2016.

Whereas, John C Fremont Days Inc. has requested the use of various streets for their festival on July 8-10 & 19, 2016; and,

Whereas, The event will be open to the public and will include many activities; and,

Whereas, Approval of request is contingent upon receipt of \$1,000,000 insurance certificate with the applicant as primary insured and the City of Fremont named as additional insured and this resolution shall serve as the written agreement for said insurance

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF FREMONT, NEBRASKA, that John C. Fremont Days Incorporated be allowed to close various streets in the downtown district as attached by exhibit A for the John C. Fremont Days Festival to be held July 8-10 & 19, 2016.

PASSED AND APPROVED THIS _____ DAY OF _____, 2016

SCOTT GETZSCHMAN, MAYOR

ATTEST:

Tyler Ficken
City Clerk

STREET CLOSINGS
JOHN C. FREMONT DAYS
July 8 – 10, 2016

ALL ALLEYS AND STREETS WILL BE ACCESIBLE TO EMERGENCY VEHICLES.

THURSDAY: July 7

- 8th Street between Main and Park beginning at 7:00 a.m. for vendor setup
- South side of 19th Street from Garden City Road to Luther Road (Historical Encampment Access)

FRIDAY: July 8 (Please close all streets by 6:00 a.m.)

- No Parking east side of John C. Fremont City Park (Main Street 8th to 9th) – Tram Stop
- Restricted Parking in the Parking lot at 9th and Broad (west side of Lenihan Gym)
- FPS Administration Building High Cul-de-sac (Loading, unloading, restricted parking, emergency vehicle parking)
- Wolz Lot and Ilginfritz lot, Keene Parking Lot, 4th from Park to the alley and 5th Street from park to Main, Park from 3rd to 4th
- 8th Street between Park and Main
- 8th Street - restricted parking (handicap and vendors) between Broad and Park St.
- Parking Lot at Military and Park (across from Police Station) for handicap parking
- South side of 19th Street from Garden City Road to Luther Road (Historical Encampment Access)
- East side of Garden City Road from 18th to 19th Street – Tram Stop
- 3rd Street from Main east to Park, controlled access to the alley between and 4th

SATURDAY: July 9 (Please close all streets by 6:00 a.m.)

- No Parking east side of John C. Fremont City Park (Main Street 8th to 9th) – Tram Stop
- Restricted Parking in the Parking lot at 9th and Broad (west side of Lenihan Gym)
- FPS Administration Building High Cul-de-sac (Loading, unloading, restricted parking, emergency vehicle parking)
- 8th Street between Park and Main
- 8th Street restricted parking (handicap and vendors) between Broad and Park
- 6th Street between Park and Main - Antique Show
- Wolz Lot and Ilginfritz lot, Keene Parking Lot, 4th from Park to the alley and 5th Street from park to Main
- No Parking on North side of 6th street between Clarkson & Irving (South side of Barnard Park) 4:00 – 8:00 pm for tours
- 3rd Street from Main east to Park, controlled access to the alley between and 4th

- **All car show streets closed at 6:00 a.m., please. (Will open after the conclusion of the show.)**
 - Main Street between 2nd and 6th
 - 5th Street from D to Main
 - 4th Street from D to Main
 - 3rd Street from D Street to Park
 - Parking lot at 3rd and Main Street (Whitty Lot)
- 2 parking spaces on South side of 6th street between Clarkson & Irving – Tram Stop
- Park Street between 3rd and 5th
- Parking Lot at Military and Park (across from Police Station) for handicap parking.
- Trams running on City Streets (No street closings requested)
- South side of 19th Street from Garden City Road to Luther Road (Historical Encampment Access)
- East side of Garden City Road at 18th to 19th Street – Tram Stop

SUNDAY: July 10

- No Parking east side of John C. Fremont City Park (Main Street 8th to 9th)
- Restricted Parking in the Parking lot at 9th and Broad (west side of Lenihan Gym)
- FPS Administration Building High Cul-de-sac (Loading, unloading, restricted parking, emergency vehicle parking)
- 8th Street between Park and Main
- 8th Street restricted parking (handicap and vendors) between Broad and Park
- 5th Street from Park to Main for Food Vendors
- 1st Street from Clarkson to Main, Main from 1st to 11th, 11th from Main to Clarkson for Parade Route (For information only: Parade line up uses mainly Union Street and Dodge Street to Bell) **Please close streets for the parade by 7:00 a.m., please.)**
- Parking Lot at Military and Park (across from Police Station) for handicap parking
- Trams running on City Streets (No street closings requested)
- South side of 19th Street from Garden City Road to Luther Road (Historical Encampment Access)

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Paul Payne, City Attorney

DATE: May 9, 2016

SUBJECT: Support development

Recommendation: Authorize signature and submission of Petition
--

Background: The City of Fremont owns lot 8, Roadway Subdivision, Dodge County, Nebraska. The property is currently included within an industrial area in Dodge County. In order to promote the development of the area and allow the area properties to be available for annexation by the City of Fremont, the Petition to Change Boundaries and Exclude One or More Tracts needed to be signed and submitted by 10:30 a.m. Monday, May 9, 2016.

The Petition to Change Boundaries and Exclude One or More Tracts is not valid until and unless Council approves.

PETITION TO CHANGE BOUNDARIES AND
EXCLUDE ONE OR MORE TRACTS

TO: Board of Supervisors of Dodge County, Nebraska
("Dodge County")

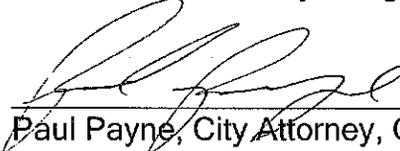
Comes now, City of Fremont, owner of the following described real estate
("Owner") to wit:

Lot 8, Roadway Subdivision, Dodge County, Nebraska, as otherwise more
particularly filed of record in the Dodge County Register of Deeds, (the "Property")

and requests, pursuant to R.R.S. §13-1119 and generally pursuant to R.R.S. §13-1111 -
1121, that the Property and improvements, if any, be removed and no longer designated
as part of an industrial area and in support hereof, respectfully shows as follows:

1. The Property is currently included within an industrial area in Dodge County
pursuant to R.R.S. §13-1111 et seq.
2. In order to promote the orderly development of the Property and to allow the
Property to be available for annexation by the City of Fremont upon terms and conditions
that are acceptable to Owner, is in the best interest of the community and the industrial
area to remove and exclude the Property from the industrial area.

Wherefore, Owner requests, subject to approval by the Fremont City Council, that
the Property be removed, excluded and no longer designated as part of the industrial area
in which it is currently designated.



Paul Payne, City Attorney, City of Fremont, NE

5/9/16

(Date)

29

NEBRASKA DOCUMENTARY
STAMP TAX 2-10-98
E-2 ... MAILED BY CA

COMPUTER INDEX
FEE \$ 10.50

4000

FILED
FEB 19 1998 PAGE 0795

98 FEB 10 PM 2:02

Carol Mirana
REGISTER OF DEEDS
DODGE COUNTY, NE

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, That MARY A. CULP, FRED W. CULP, JOHN R. CULP, JAMES C. CULP and THOMAS F. CULP, herein called the Grantor, whether one or more, in consideration of One Dollar and Other Valuable Consideration, received from Grantee, does hereby grant, bargain, sell, convey and confirm unto THE CITY OF FREMONT, NEBRASKA, herein called the Grantee whether one or more, the following described real property in Dodge County, Nebraska:

Lot 8, Roadway Subdivision in the W 1/2 of the E 1/2 of Section 25,
Township 17 North, Range 8 East of the 6th P.M., Dodge County, Nebraska

To have and to hold the above described premises together with all tenements, hereditaments and appurtenances thereto belonging unto the Grantee and to Grantee's heirs and assigns forever.

And the Grantor does hereby covenant with the Grantee and with Grantee's heirs and assigns that Grantor is lawfully seized of said premises; that they are free from encumbrance, and that Grantor has good right and lawful authority to convey the same; and that Grantor warrants and will defend the title to said premises against the lawful claims of all persons whatsoever.

Mary A. Culp Date 2/9/98
MARY A. CULP

Fred W. Culp Date 2-9-98
FRED W. CULP

John R. Culp Date 2/9/98
JOHN R. CULP

James C. Culp Date 2-9-98
JAMES C. CULP

Thomas F. Culp Date 2/9/98
THOMAS F. CULP

STATE OF Nebraska
COUNTY OF Dodge

On this 9th day of February, 1998, before me a Notary Public in and for said county, personally came MARY A. CULP, known to me to be the identical person who signed the foregoing instrument; and acknowledged the execution thereof to be her voluntary act and deed.

WITNESS my hand and notarial seal on February 9th, 1998.

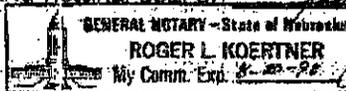
GENERAL NOTARY - State of Nebraska
ROGER L. KOERTNER
My Com. n. Exp. 2-20-98

Roger L. Koertner
Notary Public

STATE OF Nebraska
COUNTY OF Dodge

On this 24th day of February, 1998, before me a Notary Public in and for said county, personally came FRED W. CULP, known to me to be the identical person who signed the foregoing instrument; and acknowledged the execution thereof to be his voluntary act and deed.

WITNESS my hand and notarial seal on February 24, 1998.

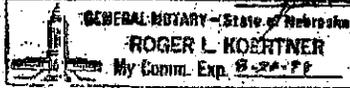


Roger L. Koertner
Notary Public

STATE OF Nebraska
COUNTY OF Dodge

On this 24th day of February, 1998, before me a Notary Public in and for said county, personally came JOHN R. CULP, known to me to be the identical person who signed the foregoing instrument; and acknowledged the execution thereof to be his voluntary act and deed.

WITNESS my hand and notarial seal on February 24, 1998.

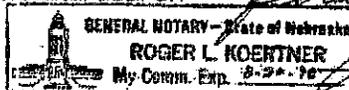


Roger L. Koertner
Notary Public

STATE OF Nebraska
COUNTY OF Dodge

On this 24th day of February, 1998, before me a Notary Public in and for said county, personally came JAMES D. CULP, known to me to be the identical person who signed the foregoing instrument; and acknowledged the execution thereof to be his voluntary act and deed.

WITNESS my hand and notarial seal on February 24, 1998.

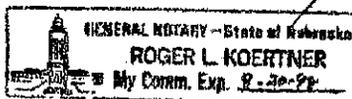


Roger L. Koertner
Notary Public

STATE OF Nebraska
COUNTY OF Dodge

On this 24th day of February, 1998, before me a Notary Public in and for said county, personally came THOMAS F. CULP, known to me to be the identical person who signed the foregoing instrument; and acknowledged the execution thereof to be his voluntary act and deed.

WITNESS my hand and notarial seal on February 24, 1998.



Roger L. Koertner
Notary Public



Summary

Parcel ID 270110439
 Quick Ref ID R18104
 Property Address
 Brief Tax Description ROADWAY SUB LOT 8
 (Note: Not to be used on legal documents)
 Tax District 260 - PLATTE 1-8-SD4-P
 School District 0510
 Lot Size (SF) N/A
 Acreage 0
 Property Class REAL PROPERTY
 Zoning N/A
 Lot Block Subdivision 8--- ROADWAY
 S-T-R 25-17-8
 Deed Book & Page 1998 - 0795;
 Market Neighborhood 04109 - ROAD RAIL & ROAD WAY

Taxing Units

Code	Description	Rate
0010	COUNTY	0.222084
0200	PLATTE TOWNSHIP	0.045552
0380	FIRE D 8-FREMONT	0.0488
0400	ESU 2	0.01583
0440	AG SOC	0.002388
0470	SID 4 - ROADWAY SUB	0
0500	METRO COLLEGE	0.095
0510	27-0001 FREMONT	1.0744
0511	F-1 SCHL BOND K-8	0.077988
0512	F-1 SCHL BOND 9-12	0.016034
0513	F-1 SCHL BOND 1 2010	0.047548
0514	F-1 SCHL BOND 2 2010	0.022926
0990	NRD PLATTE	0.044601

Owner

Primary Owner
 City Of Fremont
 400 E Military Ave
 PO Box 1266
 Fremont, NE 68026-1266

Sales

Date	Type	Amount	Source	Validity	Inst Type
2/10/1998	Conversion	\$0		NO	

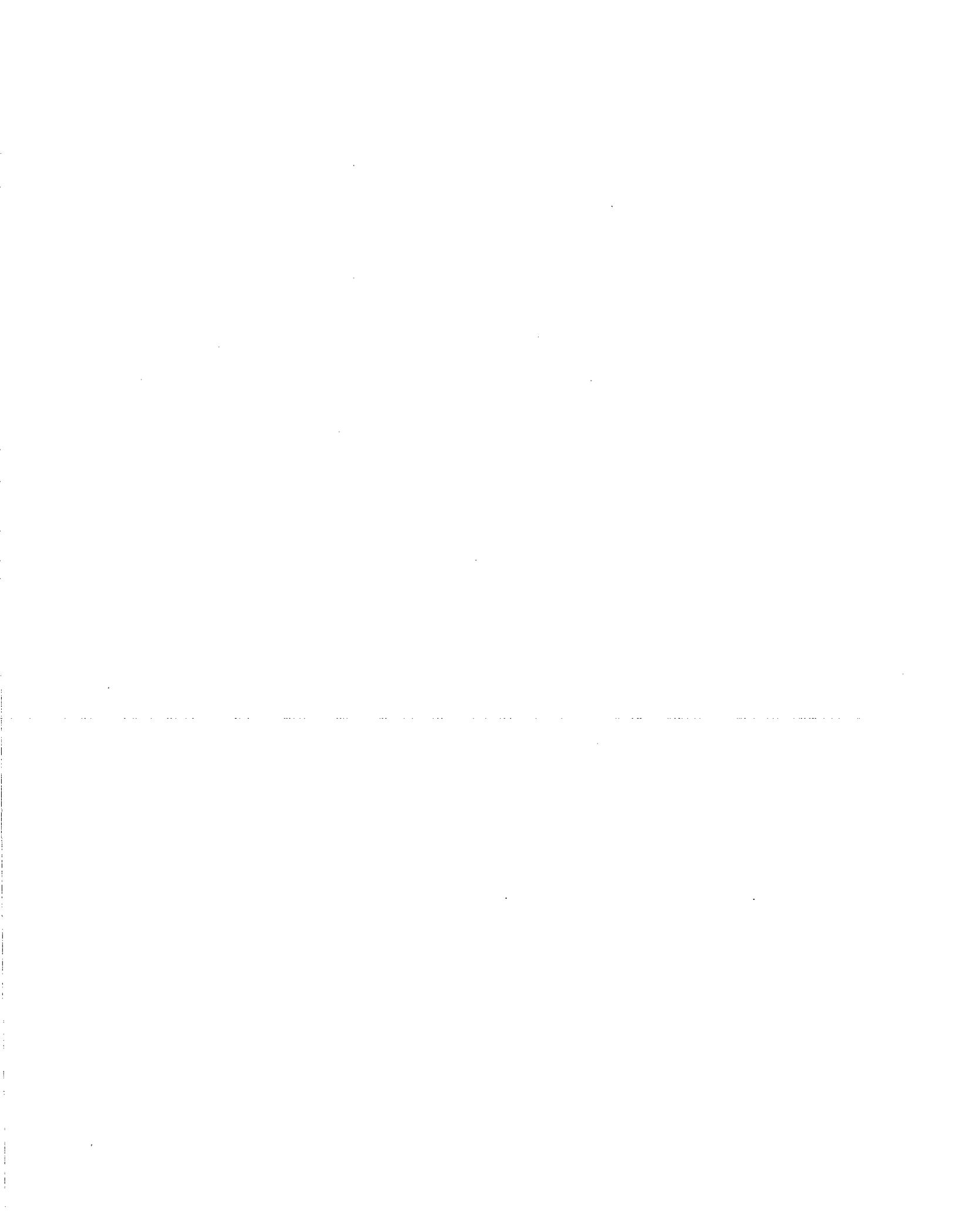
Valuation

	2015	2014	2013	2012
+ Assessed Building Value	\$0	\$0	\$0	\$0
+ Assessed Land Value	\$0	\$0	\$0	\$0
= Gross Assessed Value	\$0	\$0	\$0	\$0

No data available for the following modules: Agricultural Land, Land, Residential Dwellings, Residential.MH, Commercial Buildings, Other Buildings, Permits, Taxation, Photos, Sketches.

All Dodge County geographic data is provided for general information purposes only. Dodge County does not warrant its accuracy, completeness, or its suitability for any particular purpose, and will not be held liable for problems that arise due to poor data quality or content.

 Developed by
Schneider The Schneider Corporation



ROADWAY SUBDIVISION

LOCATED IN W 1/2, E 1/2, SEC. 25, T 17 N, R 8 E

Lot 8 Roadway Subdivision
FLOOD PLAIN

This entire tract is located in Zone B per Federal Insurance Rate Map dated February 1, 1979.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, being the officers of the owner of part of the west 1/2 of the east 1/2 of Section 25, Township 17 North, Range 8 East of the 6th P.M. Dodge County, Nebraska, more particularly described as follows: From the center of said section 25 and assuming the north-south 1/2 section line to bear N 00° 02' 15" W, thence N 00° 02' 15" W 84.35 feet, thence N 49° 27' 41" E 33.00 feet to the point of beginning; thence N 00° 02' 15" W 1572.82 feet, thence S 43° 42' 34" E 859.17 feet, thence S 44° 50' 36" E 928.59 feet, thence S 00° 01' 10" E 745.88 feet, thence S 00° 06' 54" E 1211.17 feet, thence N 44° 39' 50" W 1817.32 to the point of beginning, containing 57.33 acres, do hereby subdivide and plat this tract as ROADWAY SUBDIVISION.

We hereby dedicate for perpetual use of the public Hills Road and Proctor Street of the widths show on this plat. We hereby grant to the City of Fremont, any public or private utility company and abutting property owners easements as shown. The easements shown on lots 8 through 19 shall be maintained at the grades established on the attached Drainage Plan for Roadway Subdivision, which is made a part of this plat by reference.

By affixing our signatures hereto we acknowledge this dedication and platting to be the voluntary act and deed of Hills Farm Inc. whose corporate seal is hereby affixed by its authority.

Mary A. Culp
 Mary A. Culp
 President Hills Farm Inc.

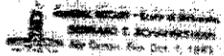
Adaline B. Richards
 Adaline B. Richards
 Secretary Hills Farm Inc.

NOTARY

STATE OF Nebraska
 COUNTY OF Dodge, SS

On this 7th day of Dec, 1979, before me a Notary Public in and for said county, personally came Mary A. Culp to me personally known to be the identical person whose signature is attached hereto, does hereby acknowledge this dedication and platting to be her voluntary act and deed.

Bernard T. Schafreman
 Bernard T. Schafreman
 Notary Public



NOTARY

STATE OF NEBRASKA) SS
 COUNTY OF DODGE)

On this 7th day of Dec, 1979, before me a Notary Public in and for said county, personally came Adaline B. Richards to me personally known to be the identical person whose signature is attached hereto, does hereby acknowledge this dedication and platting to be her voluntary act and deed.

Bernard T. Schafreman
 Bernard T. Schafreman
 Notary Public



PLANNING COMMISSION APPROVAL

On this 17th day of December, 1979, this plat is approved by the Fremont City Planning Commission.

Thelma Miller
 Thelma Miller
 Vice Chairman

CITY COUNCIL APPROVAL

On this 8th day of January, 1980, this plat is approved by the undersigned Mayor and City Clerk, as instructed by a Resolution passed by City Council on the above date.

John M. Nichols
 John M. Nichols
 Mayor

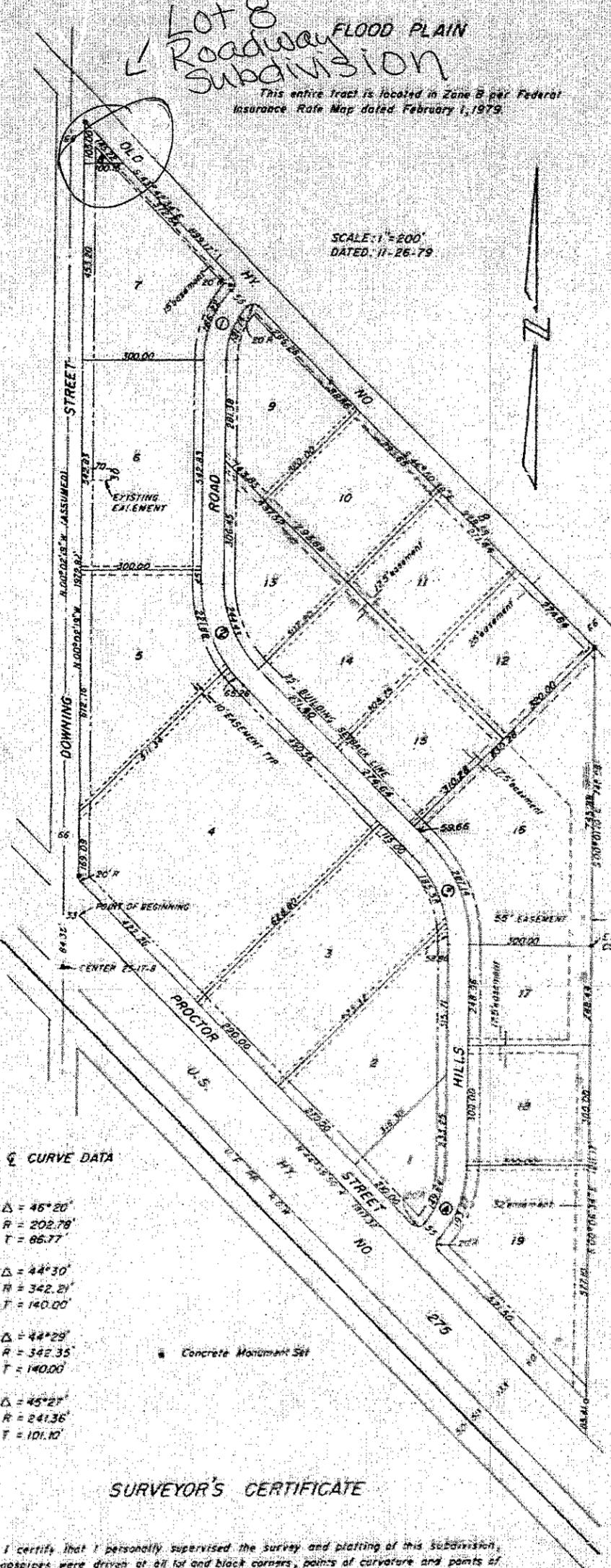
Paul Anthony
 Paul Anthony
 City Clerk

COUNTY BOARD ACCEPTANCE

On this 8th day of January, 1980, this plat is accepted for platting and tax assessment purposes by action of the Dodge County Board of Supervisors.

W. H. [Signature]
 W. H. [Signature]
 Chairman

Paul Anthony
 Paul Anthony
 County Clerk



- CURVE DATA**
- ① Δ = 46° 20'
 R = 202.78'
 T = 86.77'
 - ② Δ = 44° 30'
 R = 342.21'
 T = 140.00'
 - ③ Δ = 44° 28'
 R = 342.35'
 T = 140.00'
 - ④ Δ = 45° 29'
 R = 241.36'
 T = 101.10'

SURVEYOR'S CERTIFICATE

I certify that I personally supervised the survey and platting of this subdivision, that gaspikes were driven at all lot and block corners, points of curvature and points of tangency, and that concrete monuments were set as indicated.

Robert G. Taylor
 Robert G. Taylor LS-153



DATE OF RECORDING: 1/21/80
 BY: [Signature]
 COUNTY CLERK: [Signature]

W. H. [Signature]
 W. H. [Signature]
 Chairman



Paul Anthony
 Paul Anthony
 County Clerk

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREMONT, NEBRASKA,
APPROVING PETITION TO CHANGE BOUNDARIES AND EXCLUDE ONE OR MORE
TRACTS:

PETITION TO CHANGE BOUNDARIES AND
EXCLUDE ONE OR MORE TRACTS

TO: Board of Supervisors of Dodge County, Nebraska
("Dodge County")

Comes now, City of Fremont, owner of the following described real estate
("Owner") to wit:

Lot 8, Roadway Subdivision, Dodge County, Nebraska, as otherwise more
particularly filed of record in the Dodge County Register of Deeds, (the "Property")

and requests, pursuant to R.R.S. §13-1119 and generally pursuant to R.R.S. §13-1111 -
1121, that the Property and improvements, if any, be removed and no longer designated
as part of an industrial area and in support hereof, respectfully shows as follows:

1. The Property is currently included within an industrial area in Dodge County
pursuant to R.R.S. §13-1111 et seq.

2. In order to promote the orderly development of the Property and to allow the
Property to be available for annexation by the City of Fremont upon terms and conditions
that are acceptable to Owner, is in the best interest of the community and the industrial
area to remove and exclude the Property from the industrial area.

Wherefore, Owner requests that the Property be removed, excluded and no longer
designated as part of the industrial area in which it is currently designated.

PASSED AND APPROVED THIS _____ DAY OF _____, 2016

Scott Getzschman, Mayor

ATTEST:

Tyler Ficken, City Clerk

Staff Report

TO: Mayor and City Council
FROM: Troy Anderson, Director of Planning
DATE: April 26, 2016
SUBJECT: Zoning Change – 3000 N Co. Rd. 20

Recommendation:

1) Hold second reading.

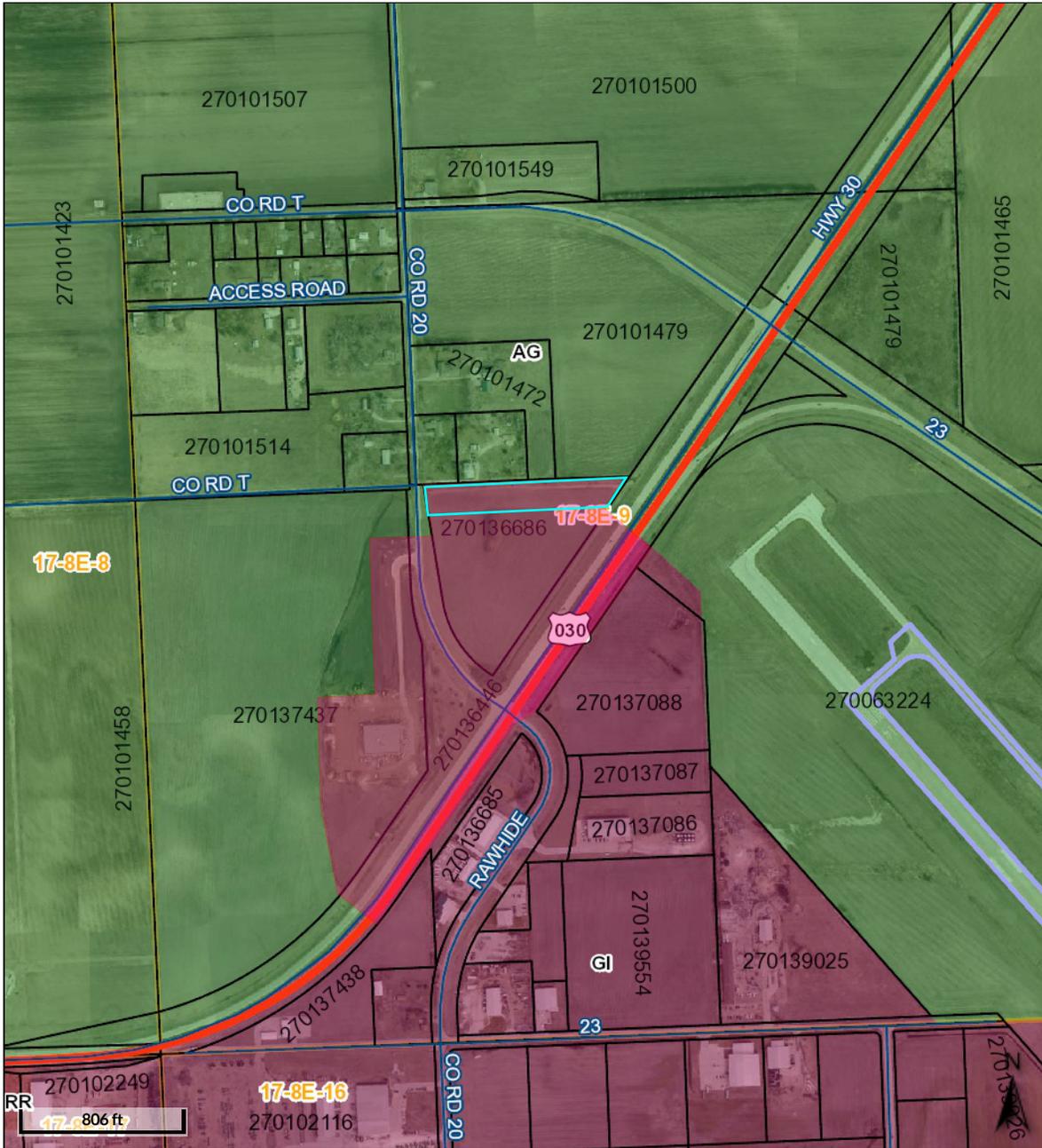
Background: The agent for the owner of approximately 2.2 acres located at 3000 N Co. Rd. 20, Dodd Engineering & Surveying, LLC, is requesting approval of a zoning change from GI General Industrial to LI Limited Industrial. The reason for the request is to reduce the bufferyard requirement otherwise necessary to develop said property.

The subject property is located along the east side of N Co. Rd. 20 between U.S. Hwy. 30 and County Road T. Properties to the north, are zoned AG Agricultural, consist of three residences, a recreational enclosure and farm utility buildings, and are listed as residential and real property (property owned by the Nebraska Department of Roads), respectively; property to the east, opposite U.S. Hwy. 30, is zoned AG Agricultural, consists of an airport runway and storage hangars and is listed as commercial; and properties to the south and to the west are zoned GI General Industrial and AG Agricultural, respectively, and are listed as agricultural. The subject property is currently vacant/undeveloped.

The active Future Land Use Plan identifies the subject property as Rural. Limited Industrial would therefore be contrary to the active City's Comprehensive Plan for Future Land Use and Character.

By a vote of 5-2, with Chairman Sookram and Commission Member Fooker voting nay, the Planning Commission recommended approval of the Zoning Change at its regularly scheduled meeting April 18, 2016.

Fiscal Impact: N/A



Overview



Legend

Highways

- <all other values>
- I
- LS
- N
- R
- US

- Parcels
- Sections
- Airport
- Streets

Zoning

- <all other values>
- AG
- CC
- CC/PD
- DC
- GC
- GI
- LI
- MU
- MU/TND
- R-1
- R-2
- R-2/NC
- R-3
- R-4
- R-5
- RR
- UC
- UC/SC
- UNKNOWN

Date created: 4/15/2016

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF FREMONT, NEBRASKA, AMENDING PARAGRAPH “B” OF ARTICLE 406 OF ORDINANCE NO. 3939 TO REZONE THE PROPERTY DESCRIBED HEREIN, MORE GENERALLY LOCATED AT 3000 N COUNTY ROAD 20, FROM GI GENERAL INDUSTRIAL TO LI LIMITED INDUSTRIAL; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council for the City of Fremont, Nebraska, seeks to promote the health, safety, morals, and the general welfare of the community; and

WHEREAS, a request for Zoning Change was filed with the offices of the Department of Planning, City of Fremont (City); and

WHEREAS, the City has determined that the subject property is currently zoned GI General Industrial; and

WHEREAS, the City has determined that property immediately north of the subject property is currently zoned AG Agricultural/Urban Reserve; and

WHEREAS, city codes and ordinances require a bufferyard of 100 feet where adjacent to an AG Agricultural/Urban Reserve zoning district; and

WHEREAS, the owner desires a reduction in the bufferyard requirement in order to maximize development; and

WHEREAS, LI Limited Industrial zoning only requires a bufferyard of 40 feet where adjacent to an AG Agricultural/Urban Reserve zoning district; and

WHEREAS, the owner desires zoning district designation of LI Limited Industrial for the north 100 feet of said property in order to reduce the bufferyard requirement; and

WHEREAS, a public hearing on the proposed Zoning Change was held by the Planning Commission on April 18, 2016, and subsequently by the City Council on April 26, 2016; and

WHEREAS, the City has determined that such proceedings were in compliance with *Neb. Rev. Stat.* §19-904 pertaining to zoning regulations and restrictions;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FREMONT, NEBRASKA, AS FOLLOWS:

SECTION I. ZONING. That paragraph “b” of Article 406 of Ordinance No. 3939 as it pertains to the Official Zoning Map is changed to rezone the following described real estate, from GI General Industrial to LI Limited Industrial:

THE NORTH 100 FEET OF THE NE1/4SW1/4 OF SECTION 9-17-8,
DODGE COUNTY, NE., LYING WEST OF HIGHWAY 30 AND EAST OF
COUNTY ROAD 20 AVENUE

SECTION 2. REPEALER. That part of the official zoning map referred to in Paragraph “b” of Article 406 of Ordinance No. 3939 or any other section of said ordinance in conflict with this ordinance is hereby repealed.

SECTION 3. SEVERABILITY. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance, or application hereof, is for any reason held invalid or unconstitutional by any Court, such portion or application shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions or application hereof.

SECTION 4. EFFECTIVE DATE. This Ordinance shall take effect and be in force from and after its passage, approval, and publication as required by law.

PASSED AND APPROVED THIS THE _____ DAY OF _____, 20_____.

Scott Getzschman, Mayor

ATTEST:

Tyler Ficken, City Clerk

Staff Report

TO: Mayor and City Council
FROM: Troy Anderson, Director of Planning
DATE: April 26, 2016
SUBJECT: Zoning Ordinance Amendment – Crop Production Definition

Recommendation:

1) Hold second reading.

Background: As a result of the November 24, 2015, City Council meeting wherein a request of Interstate Commodities, Inc., on behalf of Frontier Cooperative, owner of approximately 12.0 acres located at 549 E Co. Rd. T, to rezone from AG Agricultural to GI General Industrial for the purposes of temporary grain ground storage pile(s) was tabled “until staff is ready,” with no date certain for reconsideration, and whereas temporary grain ground storage pile(s) could be interpreted as agricultural as opposed to industrial, Staff has prepared the following amendment to the definition of *crop production*:

303 Agricultural Use Types

Agricultural use types include the on-site production and sale of plant and animal products by agricultural methods.

b. Crop Production

The raising and harvesting of tree crops, row crops for field crops on an agricultural or commercial basis. This definition may include accessory retail sales ~~[under certain conditions]~~, and temporary grain ground storage pile(s), when approved as part of the site plan approval process as set forth in Section 1202.

NOTE: LANGUAGE WHICH IS **BOLD, UNDERLINED** HAS BEEN ADDED; LANGUAGE WHICH IS ~~[BRACKETS, STRICKEN]~~ HAS BEEN REMOVED.

This amendment would authorize temporary grain ground storage pile(s) located in AG Agricultural zoning districts to be permitted as a use by right, subject to site plan approval.

By a vote of 7-0, the Planning Commission recommended approval of the Zoning Ordinance Amendment at its regularly scheduled meeting April 18, 2016.

Fiscal Impact: N/A

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF FREMONT, NEBRASKA, AMENDING ORDINANCE NO. 3939 SUBSECTION 303.b. PERTAINING TO THE DEFINITION OF CROP PRODUCTION TO INCLUDE TEMPORARY GRAIN GROUND STORAGE PILE(S); REPEALING ALL OTHER ORDINANCES AND PARTS OF THE ORDINANCES IN CONFLICTS THEREWITH; PROVIDING A SEVERABILITY AND SAVING CLAUSE, AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City Council for the City of Fremont, Nebraska, seeks to promote the general health, safety, morals, and welfare of the community; and

WHEREAS, the general health, safety, morals and welfare will be best served by updating certain codes heretofore adopted by the City;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FREMONT, NEBRASKA, AS FOLLOWS:

SECTION 1. ZONING ORDINANCE AMENDMENT. That Ordinance No. 3939, subsection 303.b. pertaining to the definition of *Crop Production* is hereby amended as follows:

303 Agricultural Use Types

Agricultural use types include the on-site production and sale of plant and animal products by agricultural methods.

b. Crop Production

The raising and harvesting of tree crops, row crops for field crops on an agricultural or commercial basis. This definition may include accessory retail sales ~~[-under certain conditions]~~, and temporary grain ground storage pile(s), when approved as part of the site plan approval process as set forth in Section 1202.

NOTE: LANGUAGE WHICH IS **BOLD, UNDERLINED** HAS BEEN ADDED; LANGUAGE WHICH IS ~~[BRACKETS, STRICKEN]~~ HAS BEEN REMOVED.

SECTION 2. REPEALER. That all other ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 3. SEVERABILITY. That if any section, subsection, sentence, clause, phrase, or portion of this Ordinance, or application hereof, is for any reason held invalid or unconstitutional by any Court, such portion or application shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions or application hereof.

SECTION 4. EFFECTIVE DATE. This Ordinance shall take effect and be in force from and after its passage, approval, and publication as required by law.

PASSED AND APPROVED THIS THE _____ DAY OF _____, 20____.

Scott Getzschman, Mayor

ATTEST:

Tyler Ficken, City Clerk

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Justin Zetterman, City Engineer

DATE: May 5, 2016

SUBJECT: Municipal code change related to the construction of sidewalks with new principal building construction.

Recommendation - Hold Second Reading of the Ordinance

Request: At the request of the Mayor, staff has drafted an amendment to the Municipal Code, Section 8-413. This change will give the Council additional leeway in waiving the requirement for the construction of sidewalks with all new principal building construction.

Background: The current code, shown below, only allows the Council to grant a variance to the requirement of the construction of sidewalks with new principal building construction in the event that the lot in question is in an area platted prior to 1970. This change would remove that stipulation of the variance and give the Council authority to waive the code requirement whenever the City Council determines sidewalks are not necessary.

§8-413 SIDEWALKS; REQUIRED WITH NEW CONSTRUCTION.

Sidewalks shall be constructed in accordance with the applicable sections of this Chapter along each public street adjoining any property in the City of Fremont concurrent with the completion of construction of a new principal building on said property. The City Council may grant a variance to this requirement upon request of the property owner **if the property is in an area where the lots were platted prior to 1970** and the City Council determines sidewalks are not necessary.

This ordinance will change this section of the municipal code to read:

§8-413 SIDEWALKS; REQUIRED WITH NEW CONSTRUCTION.

Sidewalks shall be constructed in accordance with the applicable sections of this Chapter along each public street adjoining any property in the City of Fremont concurrent with the completion of construction of a new principal building on said property. The City Council may grant a variance to this requirement upon request of the property owner if the City Council determines that sidewalks are not necessary at that location.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF FREMONT, NEBRASKA, TO AMEND CHAPTER 8 OF THE MUNICIPAL CODE OF THE CITY OF FREMONT, NEBRASKA, ORDINANCE 3139; REPEALING PROVISIONS IN CONFLICT WITH SUCH AMENDMENTS; RETAINING NON-CONFLICTING PROVISIONS; PROVIDING FOR AN EFFECTIVE DATE OF SUCH AMENDMENTS; AND, PROVIDING FOR PUBLICATION OF THE ORDINANCE IN PAMPHLET FORM.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF FREMONT, NEBRASKA;

SECTION I. Section 8-413, SIDEWALKS; REQUIRED WITH NEW CONSTRUCTION is hereby amended to read as follows:

§8-413 SIDEWALKS; REQUIRED WITH NEW CONSTRUCTION.

Sidewalks shall be constructed in accordance with the applicable sections of this Chapter along each public street adjoining any property in the City of Fremont concurrent with the completion of construction of a new principal building on said property. The City Council may grant a variance to this requirement upon request of the property owner if the City Council determines that sidewalks are not necessary at that location.

SECTION II. REPEAL OF CONFLICTING ORDINANCES. That the originals ordinances or parts of ordinances of the City of Fremont and sections of the Fremont Municipal Code amended herein, and all other ordinances of the City of Fremont in conflict herewith are hereby repealed.

SECTION III. PUBLICATION IN PAMPHLET FORM. This Ordinance shall be published in pamphlet form and distributed as a City Ordinance.

SECTION IV. EFFECTIVE DATE. This ordinance shall take effect and be in force from and after its passage, approval and publication as required by law.

PASSED AND APPROVED THIS _____ DAY OF _____

SCOTT GETZSCHMAN, MAYOR

ATTEST:

TYLER FICKEN
CITY CLERK

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Justin Zetterman, City Engineer

DATE: May 5, 2016

SUBJECT: North Hancock Street Reconstruction Contract

Recommendation: Award Contract to Sawyer Construction Company

Background: May 5, 2016 at 2:00 pm, bids were accepted and opened for the project: North Hancock Street Reconstruction. This project consists of the removal and reconstruction of North Hancock Street from 16th Street to 19th Street. Sawyer Construction Company provided a bid of \$397,204.50 for this project.

Sawyer Construction was the only bidder on this project even though over 25 concrete contractors were contacted and the project was advertised in the Fremont Tribune.

Fiscal Impact: The bid for this project came in at \$397,204.50 with the funds coming out of the street fund. This bid amount is roughly 20% higher than the budgeted estimate of \$330,000.00. Bids coming in higher than expected is a problem that is being seen in the area as there is a great deal of work out there as well as increases in material costs and labor. Though higher than expected staff feels that this project is important and the bid should be accepted to get this constructed in 2016. We believe that the budgeted funds for street construction this year can be made to work to fit this increased cost.

CONTRACT

This AGREEMENT made and entered into this ____ day of _____, 2016, by and between the CITY OF FREMONT, NEBRASKA, OWNER, First Party, and SAWYER CONSTRUCTION COMPANY, hereinafter designated as CONTRACTOR, Second Party.

WITNESSETH, that for the consideration hereinafter mentioned, the contractor agrees to furnish at his own expense and cost, all tools, labor and materials required to complete the project titled NORTH HANCOCK STREET RECONSTRUCTION per the Plans and Specifications, copies of which have been furnished, as though fully set forth herein.

It is further agreed that the contractor shall furnish the City with Performance, Payment and Maintenance bonds for a period of One (1) year past the completion of the project, in a sum equal to one-hundred percent (100%) of the contract price; bearing date of _____, 2016, conditioned for the payment of all laborers and mechanics for the labor that will be performed and for the payment of material which is actually used in the performance of the terms of this contract; and also shall well and faithfully keep and perform all the terms of this contract; and shall protect and indemnify and save harmless the said CITY OF FREMONT, NEBRASKA against any and all claims, loss or damage of whatever kind, nature or character, incident to said work.

In consideration of the completion of all work herein embraced in a good and workmanlike manner, to the satisfaction of the City Engineer and approval of the Mayor and City Council, the CITY OF FREMONT, NEBRASKA agrees to pay the CONTRACTOR in the manner provided in the specifications and per the Proposal submitted by the CONTRACTOR, dated April 28, 2016, attached hereto as part of the Agreement for a total amount of \$397,204.50.

The CONTRACTOR shall register and use a Federal Immigration Verification System to determine the work eligibility status of newly hired employee's physically performing services within the State of Nebraska. The prime Contractor shall contractually require every subcontractor to register with and use a Federal Immigration Verification System to determine the work eligibility status of a newly hired employee physically performing services within the State of Nebraska.

The Federal Immigration Verification System shall be an electronic verification of the work authorization program of the Illegal Immigration Reform and Immigration Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program. The CONTRACTOR may use an equivalent Federal Program designated by the United States Department of Homeland Security or other Federal Agency authorized to verify the work eligibility status of a newly hired employee. The equivalent program shall comply with the Immigration Reform and Control Act of 1986.

Progress payments shall be made monthly on work approved by the Engineer. The City of Fremont shall retain 10% on finished work and delivered materials. The retainage on finished work shall drop to 5% for all subsequently completed work once the project is satisfactorily 50% or more completed.

The CONTRACTOR will submit an Affirmative Action Statement and Program to the office of the Mayor within thirty (30) days after the bid has been awarded by the Fremont City Council.

Final Payment shall be made on approval of the City Engineer, Mayor and City Council.

Before the Final Payment may be made on the Final Three Percent (3%) of the contract, the contractor shall furnish a written clearance from the Commissioner of Labor of the State of Nebraska certifying that all payments then due of contributions or interest which may have arisen under the contract have been made by the contractor or his subcontractors to the Unemployment Compensation Fund.

All certificates for payment submitted by the CONTRACTOR to the OWNER shall be broken down into separate quantities and costs by bid item in the original proposal. Pay applications shall be submitted no later than two Fridays prior to an upcoming City Council for Council approval of the payment.

The CONTRACTOR agrees to commence work as soon as practical after execution of the contract. The CONTRACTOR also agrees to complete the work within 50 working days of commencing construction and regardless of start date shall have the project completed on or prior to November 11, 2016. Working days shall be counted per the 1997 NDOR Standard Specifications for Highway Construction. Liquidated damages of Two Hundred and Fifty Dollars (\$250.00) per working day will be assessed after the time completion has expired based upon the allowed working days. After November 11, 2016, liquidated damages will increase to Five Hundred Dollars (\$500.00) per calendar day.

In carrying out its respective obligations and responsibilities under this Agreement, each of the parties agrees to observe and comply with all applicable statutes, laws, regulations and requirements of governmental authorities having jurisdiction over the parties or the subject matter of this Agreement.

This contract shall be governed by Nebraska law and any dispute arising out of or under said agreement shall be heard in court system of Dodge County, Nebraska. Said court system shall be the forum of choice by both parties to this agreement.

No oral modifications or amendments to, this Agreement shall be effective, but this Agreement may be modified or amended by written agreement.

This Agreement, including Exhibits, represents a complete and formal agreement of the parties. This Agreement was entered into at arm's length, and the terms hereof represent the will of the parties. Therefore, no usage of trade, course of dealing, course of performance, or longstanding practices, policies, or procedures of any of the parties, or their agents, may be inferred as part of this Agreement, may be incorporated in any way as part of this Agreement, nor may constitute a waiver of rights by any of the parties hereto.

Should any provision of this Agreement, require judicial interpretation, the court interpreting or constructing the same shall not apply to a presumption but that the terms hereof shall be more strictly construed against one party, by reason of the rule, of construction that a document is to be construed more strictly against the person who himself or through his agents, prepared the same, it being acknowledged that both parties have participated in the preparation hereto. The paragraph and section headings in this Agreement contained are for convenience only, and do not constitute a part of the provisions hereto.

The invalidity of any portion of this Agreement shall not prevent the remainder from being carried into effect. Whenever the context of any provision shall require it, the singular number shall be held to include the plural number, and vice versa, and the use of any gender shall include the other gender. The paragraph and section headings in this Agreement contained are for convenience only, and do not constitute a part of the provisions hereto.

IN WITNESS WHEREOF, we the PARTIES to this AGREEMENT, have hereunto set out hands and seals on the day of the year first above written.

CITY OF FREMONT, NEBRASKA
400 EAST MILITARY AVENUE
FREMONT, NE 68025

COMPANY: SAWYER CONSTRUCTION CO.
ADDRESS: 220 WEST CLOVERLY
FREMONT, NE 68025

SCOTT GETZSCHMAN, MAYOR

Signature

ATTEST:

Name – Please Print

TYLER FICKEN
CITY CLERK

Date (Not prior to bond dates)

Email

APPROVED AS TO FORM



**BID TABULATION FOR NORTH HANCOCK STREET RECONSTRUCTION
FOR THE CITY OF FREMONT, NEBRASKA**

				Sawyer Construction Company 220 W Cloverly Road Fremont, NE 68025			
ITEM	DESCRIPTION	QTY	UNIT	Unit Cost	Total Cost		
1	MOBILIZATION	1.0	LS	\$22,500.00	\$22,500.00		
2	BARRICADING & TRAFFIC CONTROL	1.0	LS	\$5,000.00	\$5,000.00		
3	REMOVE 6" PC CONCRETE PAVEMENT	3,975.0	SY	\$13.50	\$53,662.50		
4	REMOVE PC CONCRETE DRIVES	2,615.0	SF	\$2.00	\$5,230.00		
5	REMOVE SIDEWALK & RAMPS	490.0	SF	\$2.00	\$980.00		
6	REMOVE POLE BASES	6.0	EA	\$800.00	\$4,800.00		
7	EXCAVATION (EQ)	1,590.0	CY	\$7.00	\$11,130.00		
8	12" LEAN CLAY SUBBASE IN PLACE (EQ)	1,590.0	CY	\$40.00	\$63,600.00		
9	7" PC CONCRETE PAVEMENT WITH 5" INTEGRAL CURB	3,900.0	SY	\$45.00	\$175,500.00		
10	ADJUST MANHOLE TO GRADE	2.0	EA	\$500.00	\$1,000.00		
11	CRUSHED ROCK BASE	30.0	TN	\$50.00	\$1,500.00		
12	6" PC CONCRETE DRIVES	2,815.0	SF	\$10.00	\$28,150.00		
13	4" PC CONCRETE SIDEWALK	500.0	SF	\$10.00	\$5,000.00		
14	DETECTABLE WARING SURFACE	64.0	SF	\$37.50	\$2,400.00		
15	SODDING	5,876.0	SF	\$2.00	\$11,752.00		
16	RESTORE UNDERGROUND SPRINKLER SYSTEMS	1.0	LS	\$5,000.00	\$5,000.00		

(1 - 16) TOTAL BID

\$397,204.50

RESOLUTION NO. _____

A Resolution of the City Council of the City of Fremont, Nebraska accepting and awarding the bid of Sawyer Construction Company for the construction of the North Hancock Street Reconstruction project located between 16th Street and 19th Street in the amount of \$397,204.50.

WHEREAS, Sealed bids were publicly opened, read and tabulated in the Council Chambers on the 28th day of April, 2016, at the hour of 2:00 pm; and

WHEREAS, The City Engineer, has reviewed the bids received and recommends that the bid of Sawyer Construction Company be accepted as the best bid for the reconstruction of North Hancock Street from 16th Street to 19th Street.

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council accept the recommendation of the City Engineer and approve the award for reconstruction of North Hancock Street from 16th Street to 19th Street in the amount of \$397,204.50.

PASSED AND APPROVED THIS _____ DAY OF _____, 2016

SCOTT GETZSCHMAN, MAYOR

ATTEST:

TYLER FICKEN
CITY CLERK

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Justin Zetterman, City Engineer

DATE: May 5, 2016

SUBJECT: Amendment to the Subdivision Ordinance related to providing for drainage of all lots in a subdivision.

Recommendation – Move to introduce the ordinance and hold the first reading

Background: Past development practices have at times led to water being trapped on private lots. This typically occurs at the rear of the lots. This has occurred because subdivisions are typically only graded to allow for the construction of the streets and work in the right-of-way. This results in the potential for stormwater runoff to be trapped on the private lots as it is unable to freely flow to the public streets and storm sewers. As buildings are constructed, they are typically graded such that water from the front ½ of the lot flows to the street and water from the back ½ flows to the rear lot line. As the subdivision develops, water ends up ponding along the rear lot lines with nowhere to drain to. This is not only a problem for the lot owners, but it can also lead to water ponding up against our public utilities constructed along these lot lines.

During my time with the City, City Staff, the Mayor and I am assuming members of the City Council have received calls complaining about this exact situation. Some areas that I have been contacted about include the area northeast of 27th & Laverna, the area between Victoria Lane & Churchill Drive to the west of Buckingham and the area between Maplewood Drive and Eastwood Drive just to the west of Johnson Road. In all of these situations, water is trapped in the backyards. The rains this past week or so have resulted in calls to the City.

Because this problem has been created by the way subdivisions were development and how lots were built on and graded, the City to date has taken the stance that this is a private matter and not one that should be solved with tax payer dollars. We are always willing to come out and provide suggestions and guidance on methods that might help solve the problem, but the installation of the system must be handled privately. In Victoria Lane area, the developer is currently working on a drainage system to help with some of the problems they are having in the backyards.

This revision to the subdivision ordinance is being proposed so that this problem can be avoided in the future and so that whatever system is used to prevent the water from ponding and not draining can be installed and implemented at the most logical time. That time is prior to building construction when all other subdivision improvements are being constructed and utilities are being installed.

SECTION V. SUBDIVISION STANDARDS AND GENERAL REQUIREMENTS is hereby amended to add the following sub-section:

SECTION V – H. LOT DRAINAGE

The subdivision shall be laid out, graded and/or storm sewer system constructed such that the entirety of all lots will drain to the street or directly into the public storm sewer system. Options to achieve this shall include:

1. Grading the rear lot lines of all lots to a sufficient elevation that stormwater runoff can drain freely to an adjacent street. A minimum slope of 1% shall be required to the top of curb. At a minimum, the width of said grading shall be adequate to provide for the installation of all utilities planned to be constructed in the vicinity. Additional grading allow utilities to access the rear lot lines may be required. A grading plan demonstrating an effective design will be required and all structures constructed on associated lots shall be built so as to provide a path for runoff.
2. The installation of a private storm sewer system designed to collect storm water runoff that is unable to drain to the street and also designed to move that water to the public storm sewer system in such a manner as to drain all runoff within a 12-hour period. Said storm sewer system shall be directly connected to the proposed public storm sewer system and shall not outlet directly into the street. The system shall be designed so as to not interfere with the installation and maintenance of other utilities. Design for the system shall be submitted with the development plans.
3. The installation of an infiltration system that effectively allows ponding runoff to dissipate via infiltration into the sub-soil. Said system shall be capable of infiltrating all stormwater within a 12-hour period. A design demonstrating that effective infiltration will be achieved shall be submitted with the development plans. The system shall further be designed so as to not interfere with the installation and maintenance of other utilities.
4. Other methods to drain the subdivision as approved by the City Engineer.

Any system that is constructed or implemented to capture and dissipate runoff that cannot freely reach the public storm sewer system shall be designed and built in such a manner as to not interfere with the installation of public and private utilities planned to be constructed in the vicinity.

Any system that is constructed or implemented to capture and dissipate runoff that cannot freely reach the public storm sewer shall be considered to be a private systems to the point it discharges into the public storm sewer system and shall be maintained in perpetuity by the developer, homeowner's association, lot owners or other designated private party. A maintenance agreement specifying said entity and responsibility will

be required as a part of the subdivision process. Easements shall be provided for and granted to the entity responsible for the private storm sewer systems to allow for future maintenance.

SECTION VIII. IMPROVEMENT PLANS is hereby amended as follows:

SECTION VIII - 5. STORM SEWER

- a. Minimum Size of the public storm sewer system – 12 inches.**
- g. All public or private gravity storm sewer constructed in the public right-of-way shall be reinforced concrete pipe (RCP).**

The changes to the ordinance are specifically written such that the installation, ownership and ongoing maintenance of these systems will be private and will not create a burden on the general tax payers.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF FREMONT, NEBRASKA, TO AMEND SECTION V AND SECTION VIII OF THE 1979 SUBDIVISION ORDINANCE OF THE CITY OF FREMONT, NEBRASKA, ORDINANCE 3019; REPEALING PROVISIONS IN CONFLICT WITH SUCH AMENDMENTS; RETAINING NON-CONFLICTING PROVISIONS; PROVIDING FOR AN EFFECTIVE DATE OF SUCH AMENDMENTS; AND, PROVIDING FOR PUBLICATION OF THE ORDINANCE IN PAMPHLET FORM.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF FREMONT, NEBRASKA;

SECTION I. – SECTION V. SUBDIVISION STANDARDS AND GENERAL REQUIREMENTS is hereby amended to add the following sub-section:

SECTION V – H. LOT DRAINAGE

The subdivision shall be laid out, graded and/or storm sewer system constructed such that the entirety of all lots will drain to the street or directly into the public storm sewer system. Options to achieve this shall include:

- 1. Grading the rear lot lines of all lots to a sufficient elevation that stormwater runoff can drain freely to an adjacent street. A minimum slope of 1% shall be required to the top of curb. At a minimum, the width of said grading shall be adequate to provide for the installation of all utilities planned to be constructed in the vicinity. Additional grading allow utilities to access the rear lot lines may be required. A grading plan demonstrating an effective design will be required and all structures constructed on associated lots shall be built so as to provide a path for runoff.**
- 2. The installation of a private storm sewer system designed to collect storm water runoff that is unable to drain to the street and also designed to move that water to the public storm sewer system in such a manner as to drain all runoff within a 12-hour period. Said storm sewer system shall be directly connected to the proposed public storm sewer system and shall not outlet directly into the street. The system shall be designed so as to not interfere with the installation and maintenance of other utilities. Design for the system shall be submitted with the development plans.**
- 3. The installation of an infiltration system that effectively allows ponding runoff to dissipate via infiltration into the sub-soil. Said system shall be capable of infiltrating all stormwater within a 12-hour period. A design demonstrating that effective infiltration will be achieved shall be submitted with the development plans. The system shall further be designed so as to not interfere with the installation and maintenance of other utilities.**
- 4. Other methods to drain the subdivision as approved by the City Engineer.**

Any system that is constructed or implemented to capture and dissipate runoff that cannot freely reach the public storm sewer system shall be designed and built in such a manner as to not interfere with the installation of public and private utilities planned to be constructed in the vicinity.

Any system that is constructed or implemented to capture and dissipate runoff that cannot freely reach the public storm sewer shall be considered to be a private systems to the point it discharges into the public storm sewer system and shall be maintained in perpetuity by the developer, homeowner's association, lot owners or other designated private party. A maintenance agreement specifying said entity and responsibility will be required as a part of the subdivision process. Easements shall be provided for and granted to the entity responsible for the private storm sewer systems to allow for future maintenance.

SECTION II. – SECTION VIII. IMPROVEMENT PLANS is hereby amended as follows:

SECTION VIII - 5. STORM SEWER

- a. Minimum Size of the public storm sewer system – 12 inches.**
- g. All public or private gravity storm sewer constructed in the public right-of-way shall be reinforced concrete pipe (RCP).**

SECTION III. REPEAL OF CONFLICTING ORDINANCES. That the originals ordinances or parts of ordinances of the City of Fremont and sections of the Fremont Municipal Code amended herein, and all other ordinances of the City of Fremont in conflict herewith are hereby repealed.

SECTION IV. PUBLICATION IN PAMPHLET FORM. This Ordinance shall be published in pamphlet form and distributed as a City Ordinance.

SECTION V. EFFECTIVE DATE. This ordinance shall take effect and be in force from and after its passage, approval and publication as required by law.

PASSED AND APPROVED THIS _____ DAY OF _____

SCOTT GETZSCHMAN, MAYOR

ATTEST:

TYLER FICKEN
CITY CLERK

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Mayor's Item

DATE: May 5, 2016

SUBJECT: Support development and redevelopment of Fremont Memorial complex

Recommendation: No staff recommendation.
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Background: The Mayor is requesting continued support of development and redevelopment of the Fremont Memorial Complex, to include but not limited to Heedum Field at Memorial Stadium, Memorial Park, and the Young Men's Christian Association of Fremont ("YMCA")'s facilities.

RESOLUTION NO. _____

A Resolution of the City Council of the City of Fremont (“City”) reviewing the use and continued development and redevelopment of the Fremont Memorial Complex, to include but not limited to Heedum Field at Memorial Stadium, Memorial Park, and the Young Men’s Christian Association of Fremont (“YMCA”)’s facilities.

WHEREAS, the City of Fremont continues to review the use of the Memorial Complex which includes Heedum Field occupied by Midland University, the Young Men’s Christian Association (YMCA) facility, the City of Fremont ball diamonds, the practice field used by Arch Bishop Bergan, the Veterans’ Memorial, and the possible use of the Armory facility.

WHEREAS, the City is in the process of developing a Planned Unit Development for the entire Complex and in this process they will design a public parking facility that would be located directly South of the YMCA aquatics center. The new parking lot planned to be furnished by the City of Fremont would serve the new Veterans’ Memorial Park, Heedum Field, the YMCA ice arena and aquatics center and all City residents.

WHEREAS, before the parking facility can be built, the YMCA would deed back to the City the land for the parking lot and Veterans’ Memorial Park, and in return the City would take full responsibility to provide a parking lot and a new Veterans’ Memorial Park as designed in the planned unit development.

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 as a memorandum of understanding with the City of Fremont and the Young Men’s Christian Association of Fremont for the development and redevelopment of the Fremont Memorial Complex.

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: May 4, 2016

SUBJECT: Executive session to discuss potential litigation, litigation

Recommendation: Go into Executive Session to discuss

Background: strategy session with respect to, pending litigation, or litigation which is imminent as evidenced by communication of a claim or threat of litigation to or by the public body;

Fiscal Impact: unknown