

CITY OF  
**FREMONT**  
NEBRASKA PATHFINDERS

**COMMUNITY DEVELOPMENT AGENCY**

May 31, 2016

City Council Chambers 400 East Military, Fremont, NE  
REGULAR MEETING – 7:00 P.M.

**AGENDA**

1. Meeting called to order
2. Roll call
3. Resolution approving redevelopment agreement for the Yager Retail Redevelopment Project – phase one and authorizing the issuance of tax increment financing indebtedness
4. Resolution approving the second amendment to development agreement 23<sup>rd</sup> & Yager project and authorizing the issuance of tax increment financing indebtedness (staff report)
5. Resolution consenting to the transfer of the 23<sup>rd</sup> & Yager Redevelopment Project Site; assignment and assumption of the redevelopment agreement and other actions required (staff report)
6. Adjournment

**CITY COUNCIL MEETING**

May 31, 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 approving an amendment to the City of Fremont Comprehensive Plan, particularly amendments to the Future Land Use Map (staff report)
5. Public Hearing & Ordinance approving a request of RML Investments, Inc., owner of approximately 7,800 square feet located at 1820 W 23<sup>rd</sup> St., for approval of a Zoning Change from R-2 Moderate-Density Residential to LI Limited Industrial (staff report)

6. Public Hearing & Ordinance approving a request of Rodger & Debra Menn, owners of approximately 40.0 acres located at 361 W. Co. Rd. T, for approval of a Zoning Change from AG Agricultural to LI Limited Industrial (staff report)
7. Public Hearing & Ordinance approving a request of Lilyan Scheinost, owner of approximately 16.9 acres located at 2284 Morningside Rd., for approval of a Zoning Change from AG Agricultural and GI General Industrial to LI Limited Industrial (staff report)
8. Public Hearing & Ordinance amending Chapter 9 of the Municipal Code to include various items recommended by the Building Code and Advisory and Appeals Board (under stair protection, one layer roof coverings, requirement for water conditioning installer registration) (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 May 10, 2016 minutes
10. Resolution to allow consumption of alcohol on City property (Gina Taylor – Wedding & Kim Beam – Wedding) (staff report)
11. Resolution for approval of Special Designated Liquor Licenses (Merry Martini Lounge – Dance/Reception, St. Patrick’s Catholic Church – Receptions, John C. Fremont Days – Rodeo & Dance) (staff report)
12. Consider and accept the 5 year housing plan for Community Development Block Grant 14-CR-103 (staff report)
13. Resolution approving request of Ron Vlach for use of Christensen Field for the annual fireworks display (staff report)
14. Consider the recommendation of the Mayor to reappoint Paul Gifford to a term on the Board of Public Works ending May 2021 (staff report)
15. April financial statements for the City of Fremont (staff report)
16. Resolution approving a request of BNE Construction, owner of approximately 1.1 acres located at 1858 W 23<sup>rd</sup> St., for approval of a Final Plat to be known as Seaton Subdivision 2<sup>nd</sup> Replat, Dodge County, Nebraska (staff report)
17. Resolution for Joint Funding Agreement for LiDAR for the FY16 Eastern Nebraska Urban Area Lidar Project with the USGS (staff report)
18. Resolution for Airport Aerial Applicators Agreement with GFG Spray Services (staff report)
19. Affirmation of emergency declaration for Lon D. Wright Unit #8 generator rotor and steam turbine service repairs (\$1.75 to \$2 million estimated repairs) (staff report)
20. Award of bid for Lon D. Wright Power Plant Brick replacement in the amount of \$135,540.00 to Mid-Continental Restoration Company. (staff report)
21. Approval of May 10 through May 31, 2016 claims (staff report)

22. Consider the recommendation of Mayor to reappoint Amber Barton, Ryan Fiala, and Terry Seawell to the Fremont Housing Rehabilitation Board (each to four year terms) (staff report)
23. Resolution for request of street closure Crazy Days Sidewalk Sale from 4<sup>th</sup> to 6<sup>th</sup> Street on Main Street on Saturday July 23, 2016 from 7:00 am to 6:00 pm (staff report)
24. Resolution for Street Sweeper award of bid to NE Environmental Products for 2016 Elgin Pelican NP in the amount of \$188,723.00. (staff report)
25. Resolution approving a request of Lilyan Scheinost, owner of approximately 16.9 acres located at 2284 Morningside Rd., for approval of a Final Plat to be known as Morningside Industrial Park, Dodge County, Nebraska (staff report)
26. Resolution approving a request of Yager Retail LLC, on behalf of Yager Group, LLC, owner of approximately 2.5 acres located at 1220 E 23<sup>rd</sup> St., for approval of a Final Plat to be known as Yager Place Subdivision Replat, Dodge County, Nebraska (staff report)
27. Resolution approving the second amendment to redevelopment agreement for 23<sup>rd</sup> & Yager Project and authorizing the issuance of tax increment financing indebtedness (staff report)
28. Resolution approving redevelopment agreement for the Yager Retail Redevelopment Project – phase one and authorizing the issuance of tax increment financing indebtedness

**REGULAR AGENDA: requires individual associated action.**

29. Resolution to approve reimbursement and indemnification agreement for engineering and design service with Costco (staff report)
30. Final Reading of Ordinance for Zoning Change at 3000 N. Co. Rd. 20 approximately 2.2 acres, from GI General Industrial to LI Limited Industrial. (staff report)
31. Final Reading of Ordinance for Zoning Ordinance Amendment – Crop Production Definition for approximately 12 acres located at 549 E. Co. Rd. T from AG Agricultural to GI General Industrial for grain storage pile(s). (staff report)
32. Final Reading of Ordinance related the construction of sidewalks Municipal Code Chapter 8, Section 8-413 providing City Council ability to waive sidewalk requirements with new principal building construction (staff report)
33. Ordinance to amend Subdivision Ordinance related to providing for drainage of subdivision lots, the item was continued May 10, 2016 by the City Council (staff report)
34. Resolution for contract amendment with Olsson Associates in an amount not to exceed \$6,960.00 for additional work to be completed as a part of the design of the Fremont Pedestrian Signal Project (staff report)
35. Resolution for award of contract J&R Concrete and Construction, LLC, contingent on concurrence by the Nebraska Game and Parks Commission in the amount of \$612,064.15 (staff report)
36. Resolution for award bid for SD-703-15 Sewer Project to Yong Construction in the amount of \$68,582.00 (staff report)

37. Consideration of owner request for waiver of minimum drive approach radius at 1313 East 4<sup>th</sup> Street (staff report)
38. Consideration of J & R Concrete request on behalf of Nebraska Irrigation for an over width drive entry at 2005 North Somers Ave. (staff report)
39. Consideration of owner request over width driveway at 2449 East 16<sup>th</sup> Street (staff report)
40. Resolution for consideration of Low Income Ministry of Fremont request for the use of river rock or other landscape rock surface between the back of curb and sidewalk within the public right-of-way at 549 N H Street (staff report)
41. First Reading Ordinance for consideration of lowering the Food and Beverage Tax from 1.75% to 1.5% and other changes as provided (staff report)
42. Resolution approving the occupation of the public right-of-way for construction of an ADA accessible entrance ramp and landing as well as raised, fenced outdoor seating (staff report)
43. Executive Session to discuss personnel matters and potential litigation (staff report)
44. Adjournment

Agenda posted at the Municipal Building on May 27, 2016 and online at [www.fremontne.gov](http://www.fremontne.gov). Agenda distributed to the Mayor and City Council on May 27, 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.

## **REDEVELOPMENT AGREEMENT**

### **(YAGER RETAIL REDEVELOPMENT PROJECT – PHASE ONE)**

This Redevelopment Agreement is made and entered into as of the 31<sup>st</sup> day of May, 2016, by and between the Community Development Agency of the City of Fremont, Nebraska (“CDA”) and Yager Retail, LLC, a Nebraska limited liability company (“Redeveloper”).

### **RECITALS**

A. The CDA is a duly organized and existing community development agency, a body politic and corporate under the laws of the State of Nebraska, with lawful power and authority to enter into this Redevelopment Agreement.

B. The City of Fremont (the “City”), in furtherance of the purposes and pursuant to the provisions of Article VIII, Section 12 of the Nebraska Constitution and Neb. Rev. Stat. §§ 18-2101 to 18-2154, as amended (collectively the “Act”), has adopted a Redevelopment Plan for a blighted and substandard area designated by the City, including the Redevelopment Area.

C. Redeveloper owns or has contracted to purchase the Project Site which is located in the Redevelopment Area.

D. Redeveloper submitted a redevelopment project proposal to redevelop the Project Site and a site adjacent thereto in two separate phases.

E. The first phase of the proposed redevelopment project, which is the subject of this Redevelopment Agreement and which shall be referred to herein as the “Project”, involves acquisition of the Project Site and the construction of a new approximately 9,450 square foot multi-tenant mixed use building with approximately 96 parking stalls and associated improvements.

F. The second phase of the proposed redevelopment project involves acquisition of a site adjacent to the Project Site and construction of a new restaurant or retail space not to exceed 9,000 square feet and associated improvements.

G. The CDA has approved the first phase of the Redeveloper's proposed redevelopment project, including the utilization of tax-increment financing to assist in the cost of the eligible public improvements defined in this Redevelopment Agreement.

H. CDA and Redeveloper desire to enter into this Redevelopment Agreement for redevelopment of the Project Site.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements herein set forth, CDA and Redeveloper do hereby covenant, agree and bind themselves as follows:

## **ARTICLE I**

### **DEFINITIONS AND INTERPRETATION**

#### **Section 1.01 Terms Defined in this Redevelopment Agreement.**

Unless the context otherwise requires, the following terms shall have the following meanings for all purposes of this Redevelopment Agreement, such definitions to be equally applicable to both the singular and plural forms and masculine, feminine and neuter gender of any of the terms defined:

A. "Act" means Article VIII, Section 12 of the Nebraska Constitution, Neb. Rev. Stat. §§ 18-2101 through 18-2154, as amended, and acts amendatory thereof and supplemental thereto.

B. "CDA" means the Community Development Agency of the City of Fremont, Nebraska.

C. "City" means the City of Fremont, Nebraska.

D. "Effective Date" means January 1, 2017.

E. "Eligible Project Costs" means only costs or expenses incurred by Redeveloper for Public Improvements that are eligible for reimbursement under the Act.

F. "Minimum Project Valuation" means an amount equal to Two Million Four Hundred Thousand Three Hundred and No/100 Dollars (\$2,400,300.00).

G. "Phase Two" means the second phase of the Redeveloper's proposed redevelopment project, which shall consist of acquisition of a site adjacent to the Project Site and construction of a new restaurant or retail space not to exceed 9,000 square feet and associated improvements.

H. "Private Improvements" means all the private improvements to be constructed on the Project Site as more particularly described on Exhibit "A" attached and incorporated by this reference.

I. "Project" means the improvements to the Project Site and adjacent thereto, including the Private Improvements and Public Improvements defined herein and described on Exhibit "A". For purposes of this Redevelopment Agreement, the term "Project" shall not be construed to include Phase Two of the Redeveloper's proposed redevelopment project.

J. "Project Completion Date" means on or before December 31, 2017.

K. "Project Site" means all that certain real property situated in the City, more particularly described on Exhibit "A".

L. “Public Improvements” shall include all the public improvements more particularly described on Exhibit “A” which are eligible improvements under the Act. The costs of the Public Improvements include the debt service payments of the TIF Indebtedness.

M. “Redeveloper” means Yager Retail, LLC, a Nebraska limited liability company or its assignee, which is subject to the written approval of the CDA.

N. “Redevelopment Agreement” means this Redevelopment Agreement between the CDA and Redeveloper with respect to the Project.

O. “Redevelopment Area” means the Redevelopment Area that is referred to as the 23<sup>rd</sup> and Bell Area and that is legally described in the Redevelopment Plan.

P. “Redevelopment Plan” means the Redevelopment Plan prepared by the Fremont Planning Department and dated July of 2014, and approved by the City Council of the City on July 29, 2014 pursuant to Resolution No. 2014-137, as amended.

Q. “TIF Indebtedness” means any bonds, notes, loans and advances of money or other indebtedness, including interest thereon, issued by the CDA or the City secured in whole or in part by TIF Revenues.

R. “TIF Revenues” or “Tax Increment” means incremental ad valorem taxes generated by the Project which are allocated to and paid to the CDA pursuant to the Act.

**Section 1.02      Construction and Interpretation.**

The provisions of this Redevelopment Agreement shall be construed and interpreted in accordance with the following provisions:

(a) This Redevelopment Agreement shall be interpreted in accordance with and governed by the laws of the State of Nebraska, including the Act.

(b) Wherever in this Redevelopment Agreement it is provided that any person may do or perform any act or thing the word “may” shall be deemed permissive and not mandatory and it shall be construed that such person shall have the right, but shall not be obligated, to do and perform any such act or thing.

(c) The word “including” shall be construed as meaning “including, but not limited to.”

(d) The words “will” and “shall” shall each be construed as mandatory.

(e) The captions to the sections of this Redevelopment Agreement are for convenience only and shall not be deemed part of the text of the respective sections and shall not vary by implication or otherwise any of the provisions hereof.

## **ARTICLE II**

### **REPRESENTATIONS**

#### **Section 2.01      Representations by the CDA.**

The CDA makes the following representations and findings:

(a) The CDA is a duly organized and validly existing Community Development Agency under the Act.

(b) The CDA deems it to be in the public interest and in furtherance of the purposes of the Act to accept the proposal submitted by Redeveloper for the redevelopment of the Project Site as specified herein.

(c) The Project will achieve the public purposes of the Act by, among other things, increasing employment, increasing the tax base, and lessening blighted and substandard conditions in the Redevelopment Area.

**Section 2.02      Representations of Redeveloper.**

Redeveloper makes the following representations and findings:

(a) Redeveloper is a Nebraska limited liability company, having the power to enter into this Redevelopment Agreement and perform all obligations contained herein and by proper action has been duly authorized to execute and deliver this Redevelopment Agreement.

(b) The execution and delivery of the Redevelopment Agreement and the consummation of the transactions herein contemplated will not conflict with or constitute a breach of or default under any bond, debenture, note or other evidence of indebtedness or any contract, loan agreement or lease to which Redeveloper is a party or by which it is bound, or result in the creation or imposition of any lien, charge or encumbrance of any nature upon any of the property or assets of Redeveloper contrary to the terms of any instrument or agreement.

(c) There is no litigation pending or to the best of its knowledge threatened against Redeveloper affecting its ability to carry out the acquisition, construction, equipping and furnishing of the Project or the carrying into effect of this Redevelopment Agreement or, except as disclosed in writing to the CDA, as to any other matter materially affecting the ability of Redeveloper to perform its obligations hereunder.

(d) Redeveloper owns or has contracted to purchase the Project Site, in fee simple and free from any liens, encumbrances, or restrictions which would prevent the performance of this Agreement by Redeveloper.

(e) Redeveloper shall not assign this Agreement to any successor or assignee prior to the issuance of a Certificate of Completion without the written approval of the CDA.

### **ARTICLE III**

#### **OBLIGATIONS OF THE CDA AND PUBLIC IMPROVEMENTS**

##### **Section 3.01 Capture of Tax Increment.**

Subject to the contingencies described below and to all of the terms and conditions of this Agreement, commencing for the tax year of the Effective Date of the Project and continuing thereafter, the CDA shall capture the Tax Increment, as defined below, from the Project pursuant to the Nebraska Community Development Law. The CDA shall capture the Tax Increment generated by the Project Site for a total period of not to exceed fifteen (15) years after the Private Improvements have been completed and included in the assessed valuation of the Project Site and the Project Site is generating the Tax Increment subject to capture by the CDA (the "TIF Period"). The effective date of this provision shall be the Effective Date of January 1, 2017, thus creating the "Redevelopment Project Valuation" or base value as of January 1, 2016. The CDA shall file with the County Assessor the "Notice to Divide Taxes" on or prior to August 1 in the year of the Effective Date.

**Section 3.02      Tax Increment.**

The term Tax Increment shall mean, in accordance with Section 18-2147 of the Act, the difference between the ad valorem tax which is produced by the tax levy (fixed each year by the Dodge County Board of Equalization) for the Project Site before the completion of the construction of the Private Improvements for that year prior to the year in which the Effective Date falls, and the ad valorem tax which is produced by the tax levy for the Project Site after completion of construction of the Private Improvements as part of the Project. For this Project, the anticipated Tax Increment is the difference between the projected taxes payable for 2017 (after construction completion) and the taxes payable for 2016 (before commencement of construction) as more particularly set forth on Exhibit “B”.

**Section 3.03      Issuance of TIF Indebtedness.**

No sooner than thirty (30) days following the approval and execution of this Agreement, the CDA shall incur or issue TIF Indebtedness (the “TIF Note”) in the estimated amount of Six Hundred Thousand and No/100 Dollars (\$600,000.00), as calculated on the attached and incorporated Exhibit “B”, to be issued to the Redeveloper which shall entitle the holder of the TIF Note to receive the semi-annual incremental tax payments generated by the Project. The TIF Indebtedness, which shall be in the form of a TIF Promissory Note, attached as Exhibit “B-1”, shall not be a general obligation of the CDA or City which shall issue such Note solely as a conduit. The proceeds of the TIF Note shall be in the form of a grant by the CDA to the Redeveloper.

If the Redeveloper intends to monetize the TIF Note, it shall locate a lender or other entity to acquire and fund the acquisition of the TIF Note for this TIF Indebtedness. Redeveloper may pledge or assign the TIF Note to such lender and the CDA shall consent to such pledge upon request. The TIF Note issued to Redeveloper shall be secured by a pledge or assignment of the Tax Increment to be captured by the CDA. The Redeveloper acknowledges that, notwithstanding the pledge or assignment of the TIF Note to Redeveloper's lender, if the Project does not generate sufficient Tax Increment Revenues or the CDA does not receive sufficient Tax Increment Revenues to pay the TIF Note in full, then the CDA shall, in all events, only be required to pay the net amount received in Tax Increment Revenues from the Project as full payment of the TIF Note.

**Section 3.04 Use of TIF Indebtedness.**

The CDA will collect and use the Tax Increment in the form of a grant to Redeveloper to pay debt service on the TIF Indebtedness incurred as provided in Section 3.03 of this Redevelopment Agreement. Notwithstanding the foregoing, the amount of the TIF Note that the CDA agrees to service and repay with the Tax Increment shall not exceed the amount of the Eligible Project Costs certified by Redeveloper pursuant to Section 4.02 and listed on Exhibit "C". In addition, upon the funding of the TIF Indebtedness by Redeveloper, the CDA shall retain an amount sufficient to pay: (a) its reasonable and necessary cost of issuance, including attorney fees; (b) its Administrative Fee of one percent (1%); and (c) the CDA's right to designate a sum equal to five percent (5%) towards improvements in the Redevelopment Area, all as set forth on Exhibit "C". The Tax Increment, less the CDA's costs set forth above, shall be paid pursuant to

the terms of any TIF Promissory Note and/or TIF resolution issued by the CDA relating to this Project.

**Section 3.05      Creation of Fund.**

The CDA will create a special fund to collect and hold the receipts of the Tax Increment for payment on the TIF Note. Such special fund shall be used for no purpose other than to pay TIF Indebtedness issued pursuant to Section 3.03 above.

**Section 3.06      Projected TIF Sources and Uses.**

The TIF Indebtedness calculation formula set forth on Exhibit “B”, reflects the generation of incremental taxes created by the Project anticipated to be in the amount of approximately Forty Two Thousand Nine Hundred and No/100 Dollars (\$42,900.00) for the first year after the completion of construction. The TIF sources and eligible uses are attached on Exhibit “C” and incorporated by this reference. The Projected Uses of the TIF funds are eligible under the Act, and are estimates which shall be confirmed upon construction completion and be certified by the Redeveloper under Section 4.02 below.

**ARTICLE IV**

**OBLIGATIONS OF REDEVELOPER**

**Section 4.01      Construction of Project; Insurance.**

(a) Redeveloper will complete the Public Improvements and the Private Improvements as described on Exhibit “A” and install all equipment necessary to operate the Public Improvements and the Private Improvements no later than the Project Completion Date. Redeveloper shall be solely responsible for obtaining all permits and approvals necessary to acquire, construct and equip the Public

Improvements and the Private Improvements. Until construction of the Public Improvements and the Private Improvements has been completed, Redeveloper shall make reports in such detail and at such times as may be reasonably requested by the CDA as to the actual progress of Redeveloper with respect to construction of the Public Improvements and the Private Improvements. Promptly after substantial completion by Redeveloper of the Public Improvements and the Private Improvements, Redeveloper shall notify the CDA of the completion and request that the CDA issue a Certificate of Completion, the form of which is attached as Exhibit "D" and incorporated by this reference. Once issued by the CDA, the Certificate of Completion shall be a conclusive determination of satisfaction of the agreements and covenants in this Redevelopment Agreement with respect to the obligations of Redeveloper to construct the Public Improvements and the Private Improvements, and Redeveloper shall be entitled to record the Certificate of Completion.

(b) Any contractor chosen by Redeveloper or Redeveloper itself shall be required to obtain and keep in force at all times until completion of construction, policies of insurance including coverage for contractors' general liability and completed operations (provided that Redeveloper may self-insure in lieu of obtaining and keeping in force such policy of insurance) and a penal bond as required by the Act. The CDA shall be named as an additional insured. Any contractor chosen by Redeveloper or Redeveloper itself, as an owner, shall be required to purchase and maintain property insurance upon the Project to the full insurable value thereof (provided that Redeveloper may self-insure in lieu of obtaining and keeping in force such policy of insurance). This insurance shall

insure against the perils of fire and extended coverage and shall include “special causes of loss” insurance for physical loss or damage.

**Section 4.02      Cost Certification.**

Redeveloper shall submit to the CDA a certification of Eligible Project Costs, after expenditure of such project costs to verify the uses described on Exhibit “C”. Redeveloper may, at its option, submit one or more partial Eligible Project Costs Certifications prior to expenditure of all Eligible Project Costs providing certification of receipt of billings for work in progress. All Eligible Project Costs Certifications shall be subject to review and approval by the CDA prior to the funding of such eligible costs. Determinations by the CDA whether costs included in the Eligible Project Costs Certification are properly included in Eligible Project Costs as defined in this Agreement shall be made in its sole discretion and shall be conclusive and binding on Redeveloper. Redeveloper shall be required to certify eligible costs up to the principal amount of the TIF Note of Six Hundred Thousand and No/100 Dollars (\$600,000.00).

**Section 4.03      No Discrimination.**

Redeveloper agrees and covenants for itself, its successors and assigns that as long as this Redevelopment Agreement is outstanding, it will not discriminate against any person or group of persons on account of race, sex, color, religion, national origin, ancestry, disability, marital status or receipt of public assistance in connection with the Project. Redeveloper will comply with all applicable federal, state and local laws related to the Project.

**Section 4.04      Pay Real Estate Taxes.**

(a) Redeveloper intends to create a taxable real property valuation of the Project and Project Site of not less than the Minimum Project Valuation set forth in Section 1.01(F) above, no later than as of the Effective Date. During the period of this Agreement, Redeveloper, its successors and assigns, will: (1) not protest a real estate property valuation of the Project and Project Site to a sum less than or equal to the Minimum Project Valuation; and (2) not convey the Project Site or structures thereon to any entity which would be exempt from the payment of real estate taxes or cause the nonpayment of such real estate taxes.

(b) If, during the period of this Agreement, the Project Site is assessed at less than the Minimum Project Valuation, Redeveloper shall either: (1) successfully protest the valuation of the Project Site upwards such that the valuation is equal to or greater than the Minimum Project Valuation; or (2) make a payment in lieu of taxes to the CDA upon thirty (30) days written notice in the amount of the shortfall equal to the amount the anticipated Tax Increment, as set forth on Exhibit "B", exceeds the actual Tax Increment. Redeveloper understands and agrees that the anticipated Tax Increment is a projection based on assumed values and tax levy rates and that the actual Tax Increment may vary substantially from the anticipated Tax Increment, in which event the Redeveloper could be obligated to make a significant payment in lieu of taxes.

If Redeveloper is required to pay any such shortfall as a payment in lieu of taxes, the Redeveloper shall be entitled to receive reimbursement of any such shortfall payment to the extent TIF Revenues later become available during the TIF Period in an amount in excess of the amount necessary to meet the current debt

service payments. Any such shortfall amounts not reimbursed at the end of the TIF Period shall be forgiven.

**Section 4.05      No Assignment or Conveyance.**

Redeveloper shall not convey, assign or transfer the Project Site, any interest therein, or this Agreement prior to the issuance of a Certificate of Completion without the prior written consent of the CDA, which shall not be unreasonably withheld and which the CDA may make subject to any terms or conditions it reasonably deems appropriate, except for the following conveyances, which shall be permitted without consent of the CDA. Any assignment as security for indebtedness (i) previously incurred by Redeveloper or incurred by Redeveloper after the Effective Date for Project costs or any subsequent physical improvements to the Project Site with the outstanding principal amount of all such indebtedness (whether incurred prior to or after the Effective Date) secured by the Project Site which shall have lien priority over the obligations of Redeveloper pursuant to this Redevelopment Agreement, or (ii) any additional or subsequent conveyance as security for indebtedness incurred by Redeveloper for Project costs or any subsequent physical improvements to the Project Site provided that any such conveyance shall be subject to the obligations of Redeveloper pursuant to this Redevelopment Agreement.

Following the issuance of a Certificate of Completion for the Project, Redeveloper is permitted to convey, assign or transfer the Project Site and, at its option, to retain the TIF Promissory Note; provided, however, that Redeveloper's successor or assignee shall take title to the Project Site subject to the terms of this Agreement and the Memorandum of Redevelopment Agreement attached hereto as

Exhibit “E”. Redeveloper acknowledges and agrees that the TIF Promissory Note is payable solely and only out of the Tax Increment Revenue generated by the Project, and if the CDA does not receive sufficient Tax Increment Revenues to pay the TIF Promissory Note in full, the CDA shall only pay the amount received in Tax Increment Revenues from the Project as full payment of the TIF Promissory Note. Redeveloper further acknowledges and agrees that the CDA shall not be liable to Redeveloper for the CDA’s failure to enforce the terms and conditions of this Agreement against Redeveloper’s successor or assignee, including, but not limited to, the terms and conditions set forth in Section 4.04 and the CDA’s remedies set forth in Article VI.

**Section 4.06      Evidence of Financial Ability.**

CDA hereby acknowledges that Redeveloper has provided to the CDA satisfactory evidence of availability of the specific amount of finances necessary for purposes of carrying out the obligations of Redeveloper in connection with acquisition of the Project Site and construction of the Private Improvements. To the extent allowed by law, the CDA agrees to keep said information confidential.

**ARTICLE V**

**FINANCING REDEVELOPMENT PROJECT; ENCUMBRANCES**

**Section 5.01      Financing.**

Redeveloper shall pay all costs for the construction of the Private Improvements and the Public Improvements. Redeveloper shall be responsible for arranging all necessary financing for the construction of the Public Improvements and Private Improvements, including, with respect to the Public Improvements, the TIF Indebtedness.

**Section 5.02      Encumbrances.**

Redeveloper shall not create any lien, encumbrance or mortgage on the Project or the Project Site except: (a) encumbrances which secure indebtedness incurred to acquire, construct and equip the Project or for any other physical improvements to the Project Site, (b) easements and rights of entry granted by Redeveloper, (c) construction and materialman liens that may be filed in connection with the construction of the Private Improvements so long as any such lien is discharged or bonded within 90 days of completion of the Private Improvements, and (d) any other liens so long as any such lien is satisfied and released or substitute security is posted in lieu thereof within 90 days of Redeveloper receiving notice thereof.

**ARTICLE VI**

**DEFAULT, REMEDIES; INDEMNIFICATION**

**Section 6.01      General Remedies of the CDA and Redeveloper.**

Subject to the further provisions of this Article VI, in the event of any failure to perform or breach of this Redevelopment Agreement or any of its terms or conditions, by either party hereto or any successor to such party, such party, or successor, shall, upon written notice from the other, proceed immediately to commence such actions as may be reasonably designed to cure or remedy such failure to perform or breach which cure or remedy shall be accomplished within a reasonable time by the diligent pursuit of corrective action. In case such action is not taken, or diligently pursued, or the failure to perform or breach shall not be cured or remedied within a reasonable time, this Redevelopment Agreement shall be in default and the aggrieved party may institute such proceedings as may be

necessary or desirable to enforce its rights under this Redevelopment Agreement, including, but not limited to, proceedings to compel specific performance by the party failing to perform or in breach of its obligations; provided that, in view of the additional remedies of the CDA set out in Section 6.02, the remedy of specific performance by Redeveloper shall not include or be construed to include the covenant to build or construct the Private Improvements or Project.

**Section 6.02      Additional Remedies of the CDA.**

In the event that:

- (a) Redeveloper, or successor in interest, shall fail to commence and subsequently complete the construction of the Project on or before the Project Completion Date, or shall abandon construction work for any period of 120 days (not including any period covered pursuant to the terms of Section 6.04 below);
- (b) Redeveloper, or successor in interest, shall fail to pay real estate taxes or assessments on the Project Site or any part thereof when due, and such taxes or assessments or payments in lieu of taxes shall not have been paid, or provisions satisfactory to the CDA made for such payment within thirty (30) days following written notice from the CDA (upon written request to the City, all such notices shall also be provided to Redeveloper's lender);
- (c) Redeveloper does not maintain an assessed valuation equal to or greater than the Minimum Project Valuation for the Project Site for the term of this Agreement and fails to satisfy the obligations of Section 4.04(b) of this Agreement; or

(d) There is, in violation of Section 4.05 of this Redevelopment Agreement, transfer of the Project Site or any part thereof, and such failure or action by Redeveloper has not been cured within 30 days following written notice from the CDA (upon written request to the City, all such notices shall also be provided to Redeveloper's lender), then Redeveloper shall be in default of this Redevelopment Agreement; and in the event that such failure to perform, breach or default is not cured in the period herein provided, the parties agree that the damages caused to the CDA would be difficult to determine with certainty and that a reasonable estimation of the amount of damages that could be incurred is the amount of the grant to Redeveloper pursuant to Sections 3.03 and 3.04, less any reductions in the principal amount of the TIF Note, plus interest accrued (the "Liquidated Damages Amount") which shall be paid by Redeveloper to the CDA within 30 days of demand by the CDA. To the extent that such failure results in the fact that the CDA is not able to capture the full amount of the anticipated Tax Increment contemplated hereunder, Redeveloper shall be obligated, on an annual basis, to remit the sum by which the anticipated Tax Increment exceeds the actual Tax Increment.

**Section 6.03      Remedies in the Event of Other Redeveloper Defaults.**

In the event Redeveloper fails to perform any other provisions of this Redevelopment Agreement (other than those specific provisions contained in Section 6.02), and such failure has not been cured within 30 days following written notice from the CDA, then Redeveloper shall be in default. In such an instance, the CDA may seek to enforce the terms of this Redevelopment Agreement

or exercise any other remedies that may be provided in this Redevelopment Agreement or by applicable law; provided, however, that the default covered by this Section shall not give rise to a right of rescission or termination of this Redevelopment Agreement.

**Section 6.04      Limitation of Liability; Indemnification.**

(a) Notwithstanding anything in this Article VI or this Redevelopment Agreement to the contrary, neither the CDA, the City, nor their officers, directors, employees, agents or their governing bodies shall have any pecuniary obligation or monetary liability under this Redevelopment Agreement. The obligation of the CDA on any TIF Indebtedness shall be limited solely to the Tax Increment pledged as security for such TIF Indebtedness. Specifically, but without limitation, neither the City nor the CDA shall be liable for any costs, liabilities, actions, demands, or damages for failure of any representations, warranties or obligations hereunder. Redeveloper releases the CDA and the City from and agrees that the CDA and the City shall not be liable for any loss or damage to property or any injury to or death of any person that may be occasioned by any cause whatsoever pertaining to the Private Improvements. Provided, however, such release shall not be deemed to include such liability actions as arise directly out of the sole negligence or willful misconduct of the CDA or the City.

(b) Redeveloper agrees to indemnify, defend (at the CDA's and/or the City's option) and hold harmless the CDA, the City, their respective employees, officials, agents, representatives and volunteers from and against any and all liabilities, damages, injuries (including death), property damage (including loss of use), claims, liens, judgments, costs, expenses, suits, actions, or proceedings and

reasonable attorney's fees, and actual damages of any kind or nature, arising out of or in connection with any aspect of the acts, omissions, negligence or willful misconduct of Redeveloper, its employees, agents, officers, contractors or subcontractors, or Redeveloper's performance or failure to perform under the terms and conditions of this Redevelopment Agreement. Such indemnification, hold harmless and defense obligation shall exclude only such liability actions as arise directly out of acts, omissions, or the sole negligence or willful misconduct of the CDA or the City. The indemnification and defense obligations set forth herein shall survive the termination of this Redevelopment Agreement.

## **ARTICLE VII**

### **MISCELLANEOUS**

#### **Section 7.01      Memorandum.**

A Memorandum of this Redevelopment Agreement in the form attached hereto as Exhibit "E" and incorporated by this reference shall be recorded with the Dodge County Register of Deeds for the Project.

#### **Section 7.02      Governing Law.**

This Redevelopment Agreement shall be governed by the laws of the State of Nebraska, including the Act.

#### **Section 7.03      Binding Effect; Amendment.**

This Redevelopment Agreement shall be binding on the parties hereto and their respective successors and assigns. This Redevelopment Agreement shall run with the Project Site. The Redevelopment Agreement shall not be amended except by a writing signed by the party to be bound.

#### **Section 7.04      No Agency or Partnership.**

This Redevelopment Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association as between the CDA and the City, on the one hand, and Redeveloper, on the other hand, nor between the CDA and the City, on the one hand, and any officer, employee, contractor or representative of Redeveloper, on the other hand. No joint employment is intended or created by this Redevelopment Agreement for any purpose. Redeveloper agrees to so inform its employees, agents, contractors and subcontractors who are involved in the implementation of or construction under this Redevelopment Agreement.

**Section 7.05      Phase Two.**

The Redeveloper and the CDA acknowledge and agree that the Project constitutes the first phase in a two-phase redevelopment project proposed by the Redeveloper, and that the Redeveloper intends to utilize tax increment financing for Phase Two to assist in paying for the cost of eligible public improvements; provided, however, that the utilization of tax increment financing for Phase Two is contingent upon approval by the CDA and the City, in their sole discretion, of an Amendment to the Redevelopment Plan, a Cost-Benefit Analysis and a Redevelopment Agreement with respect to Phase Two.

IN WITNESS WHEREOF, the CDA and Redeveloper have signed this Redevelopment Agreement as of the date and year first above written.

**[Signature and Notary Pages to Follow]**

**“CDA”**

COMMUNITY DEVELOPMENT  
AGENCY OF THE CITY OF  
FREMONT, NEBRASKA

ATTEST:

By: \_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
Chairman

STATE OF NEBRASKA    )  
  ) ss.  
COUNTY OF DODGE    )

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2016, by \_\_\_\_\_ and \_\_\_\_\_, Chairman and Secretary respectively of the Community Development Agency of the City of Fremont, Nebraska, a public body corporate and politic, on behalf of the Agency.

\_\_\_\_\_  
Notary Public



## **EXHIBIT “A”**

### **DESCRIPTION OF PROJECT**

The Project undertaken by Redeveloper on the Project Site, defined as the real estate legally described as:

Lot Two (2), Yager Place Subdivision Replat, as surveyed, platted and recorded in the City of Fremont, Dodge County, Nebraska,

shall consist of the following:

- (a) **Private Improvements.** The private improvements to be constructed by the Redeveloper on the Project Site include a new approximately 9,450 square foot multi-tenant building incorporating retail and restaurant uses, and associated improvements.
- (b) **Public Improvements.** Land acquisition, extension of public utilities, architectural and engineering fees, site preparation, landscaping and other eligible public expenditures under the Act as determined in the Redevelopment Agreement; paid for, in part, by the tax increment generated by the private improvements.

## EXHIBIT "B"

### TIF INDEBTEDNESS

1. **Principal Amount.** The principal amount of the TIF Indebtedness shall be the amount, together with interest accruing thereon, which can be amortized by the Maturity Date, solely from the Tax Increment Revenues based upon the current aggregate ad valorem tax rate applicable to the Project Site multiplied by an assumed valuation of \$2,400,300.00 less the base valuation, subject to required debt service coverage, required reserve, and cost of issuance.
2. **Anticipated Tax Increment:** Approximately \$42,900.00 annually.
3. **Payments.** Semi-annually with interest only until real estate taxes are fully collected for the tax year of the Effective Date in an amount sufficient to fully amortize the TIF Indebtedness on or before the Maturity Date.
4. **Maturity Date.** On or before December 31, 2031.
5. **Notice to Divide Taxes.** The CDA shall file the "Notice to Divide Taxes" with the Dodge County Assessor prior to August 1, 2017.

**EXHIBIT “B-1”**

**TIF NOTE  
(See Attached)**

THIS NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 (“THE 1933 ACT”) AND MAY NOT BE TRANSFERRED, ASSIGNED, SOLD OR HYPOTHECATED UNLESS A REGISTRATION STATEMENT UNDER THE 1933 ACT SHALL BE IN EFFECT WITH RESPECT THERETO AND THERE SHALL HAVE BEEN COMPLIANCE WITH THE 1933 ACT AND ALL APPLICABLE RULES AND REGULATIONS THEREUNDER, OR THERE SHALL HAVE BEEN DELIVERED TO THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF FREMONT PRIOR TO TRANSFER, ASSIGNMENT, SALE OR HYPOTHECATION AN OPINION OF COUNSEL, SATISFACTORY TO THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF FREMONT TO THE EFFECT THAT REGISTRATION UNDER THE 1933 ACT IS NOT REQUIRED.

Registered

Registered

No. 1

\$600,000.00

UNITED STATES OF AMERICA  
STATE OF NEBRASKA  
THE COMMUNITY DEVELOPMENT AGENCY  
OF THE CITY OF FREMONT

COMMUNITY REDEVELOPMENT REVENUE NOTE  
(YAGER RETAIL REDEVELOPMENT PROJECT – PHASE ONE)  
SERIES 2016A

Maturity Date	Original Issuance Date
December 31, 2031	_____, 20__

Registered Holder	Principal Amount
Yager Retail, LLC	\$600,000.00

THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF FREMONT, NEBRASKA (the “Issuer”), a body politic and corporate organized and existing under the laws of the State of Nebraska, for value received hereby promises to pay, solely from the source and as hereinafter provided, to the Registered Holder identified above, or registered assigns, the Principal Amount identified above at the office of the Fremont City Treasurer, as Paying Agent and Registrar, from the Original Issuance Date identified above. Accrued interest for 2017 (if any) and 2018 shall be made in the form of Interest only payments in two (2) installments annually due June 15, 2017 and December 15, 2017, and June 15, 2018 and December 15, 2018. Thereafter principal shall be payable in twenty eight (28) equal semi-annual installments due June 15, 2019, December 15, 2019, and each June 15 and December 15 thereafter through December 15, 2031. The 2031 tax liability shall be divided when the 2031 tax payments are made in 2032. Payments on this Note will be made by check or draft mailed to the Registered Holder in whose name this Note is registered at the close of business on the calendar day next preceding the applicable payment date at his address as it

appears on such note registration books. The principal of this Note is payable in any coin or currency of the United States of America which on the respective dates of payment is legal tender for the payment of public and private debts.

This Note is designated The Community Development Agency of the City of Fremont, Nebraska Redevelopment Revenue Note (Yager Retail Redevelopment Project – Phase One), Series 2016A, aggregating Six Hundred Thousand and 00/100 Dollars (\$600,000.00) (the “Note”) in principal amount which has been issued pursuant to the Section 12 of Article VIII of the Nebraska Constitution and Neb. Rev. Stat. §§ 18-2101 through 18-2154, as amended and supplemented (the “Act”) and under and pursuant to a Resolution adopted by the Governing Body of the Issuer (the “Resolution”), to aid in the financing of a redevelopment project pursuant to the Act. This Note does not represent a debt or pledge of the faith or credit of the Issuer or grant to the Registered Holder of this Note any right to have the Issuer levy any taxes or appropriate any funds for the payment of the principal hereof nor is this Note a general obligation of the Issuer, or the individual officials, officers or agents thereof. This Note is payable solely and only out of the Tax Increment Revenues generated by the Project as identified in the Redevelopment Agreement by and between the Issuer and the Registered Holder hereof. All such revenue has been duly pledged for that purpose. If the Project does not generate sufficient Tax Increment Revenues or the Issuer does not receive sufficient Tax Increment Revenues to pay the Note in full, then the Issuer shall only pay the net amount received in Tax Increment Revenues from the Project as full payment of this Note.

THIS NOTE DOES NOT NOW AND SHALL NEVER CONSTITUTE AN INDEBTEDNESS OF THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF FREMONT, NEBRASKA, WITHIN THE MEANING OF ANY STATE CONSTITUTIONAL PROVISION OR STATUTORY LIMITATION, NOR SHALL THIS NOTE EVER GIVE RISE TO ANY PECUNIARY LIABILITY OF THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF FREMONT, NEBRASKA, A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWERS.

No recourse shall be had for the payment of the principal on this Note, or for any claim based hereon or upon any obligation, covenant or agreement contained in the Redevelopment Agreement against any past, present or future employee, member or elected official of the Issuer, or any incorporator, officer, director, member or trustee of any successor corporation, as such, either directly or through the Issuer or any successor corporation, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such incorporator, officer, director or member as such is hereby expressly waived and released as a condition of and in consideration of the issuance of this Note.

It is hereby certified and recited and the Issuer has found: that the Project is an eligible “redevelopment project” as defined in the Act; that the issuance of this Note and the construction of the Project will promote the public welfare and

carry out the purposes of the Act by, among other things, contributing to the development of a blighted and substandard area of the City of Fremont, Nebraska, pursuant to a Redevelopment Plan adopted by the City; that all acts, conditions and things required to be done precedent to and in the issuance of this Note have been properly done, have happened and have been performed in regular and due time, form and manner as required by law; and, that this Note does not constitute a debt of the Issuer within the meaning of any constitutional or statutory limitations.

This Note is transferable only upon the books of the Issuer kept for that purpose at the office of the Registrar by the Registered Holder hereof in person, or by his duly authorized attorney, upon surrender of this Note together with a written instrument of transfer satisfactory to the Registrar duly executed by the Registered Holder or his duly authorized attorney, together with a purchase letter, and thereupon a new registered Note or Notes in the same aggregate principal amounts shall be issued to the transferee in exchange therefor, and upon payment of the charges therein prescribed. The Issuer and the Paying Agent may deem and treat the person in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal hereof and premium, if any, and interest due hereon and for all other purposes.

The Note is issuable in the form of a registered Note without coupons. Subject to such conditions and upon the payment of such charges provided in the Resolution, the owner of any registered Note or Notes may surrender the same (together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered owner or his duly authorized attorney), in exchange for an equal aggregate principal amount of registered Notes of any other authorized denominations.

The Note is prepayable at any time in whole or in part, at a prepayment price of par, to the extent there are any funds in the debt service fund in excess of amounts necessary to pay scheduled debt service or in the event the Redeveloper directs the Issuer that it wishes to prepay the Note.

Prepayments shall reduce the number, but not the amount, of scheduled debt service payments on the Note, in inverse order of maturity.

It is hereby certified and recited that all conditions, acts and things required by law and the Redevelopment Agreement to exist, to have happened and to have been performed precedent to and in the issuance of this Note, exist, have happened and have been performed and that the issue of this Note, together with all other indebtedness of the Issuer, is within every debt and other limit prescribed by the laws of the State of Nebraska.

This Note shall not be entitled to any benefit under the Redevelopment Agreement referred to herein or be valid or become obligatory for any purpose until

this Note shall have been authenticated by the execution by the Registrar of the Certificate of Authentication hereon.

IN WITNESS WHEREOF, THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF FREMONT, NEBRASKA has caused this Note to be signed in its name and on its behalf by the signature of its Chairman and attested by the signature of its Secretary, as of the Original Issuance Date identified above.

THE COMMUNITY DEVELOPMENT  
AGENCY OF THE CITY OF FREMONT,  
NEBRASKA

ATTEST:

\_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
Chairman

CERTIFICATE OF AUTHENTICATION

This Note is delivered pursuant to the within-mentioned Resolution.

Fremont City Treasurer,  
as Paying Agent and Registrar

By: \_\_\_\_\_  
Authorized Signature

**EXHIBIT “C”**

**PROJECTED TIF SOURCES AND USES**

**1. PROJECTED TIF SOURCES**

<b>Assumptions:</b>	Dodge Co. Tax Levy (2015)	1.973072
	TIF period (years)	14

<b>Property Value Assumptions:</b>	Assessed Value	Estimated Taxes
Pre-Project	\$226,500	\$4,500
Completed Project	\$2,400,300	\$47,400
Difference	\$2,173,800	\$42,900

<b>TIF Calculations:</b>	Annual TIF Amount	\$42,900
	<b>TIF Loan Amount</b>	<b>\$600,000</b>

**2. PROJECTED TIF USES<sup>1</sup>**

	<b>Project Costs</b>
A. Admin. Fee – 1%	\$6,000
B. Cost of Issuance	\$10,000
C. City Redevelopment Improvements – 5%	\$30,000
D. Site Acquisition	\$710,000
E. Site Preparation	\$100,000
F. Utilities	\$100,000
I. Architectural & Engineering Fees	\$80,000
J. Legal Fees	\$25,000
K. Parking Lot & Landscaping	\$350,000
Total	<u>\$1,411,000*</u>

\*Eligible TIF Uses are projected to be approximately \$1,411,000, but the TIF Revenue Projection is limited to \$600,000 which is the sum generated by the projected incremental revenues based on the projected valuation of the redevelopment project. For purposes of the Cost Certification required by Section 4.02, Redeveloper shall be required to certify costs up to the amount of the TIF Note of \$600,000.

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<sup>1</sup> All costs are estimates and are subject to final confirmation and adjustment upon construction completion.

**EXHIBIT “D”**

**CERTIFICATE OF COMPLETION**

The Community Development Agency of the City of Fremont, Nebraska, a municipal corporation in the State of Nebraska (the “CDA”), hereby makes the conclusive determination and certification that, with regard to the following real property situated in the City of Fremont, Dodge County, Nebraska, to wit:

Lot Two (2), Yager Place Subdivision Replat, as surveyed, platted and recorded in the City of Fremont, Dodge County, Nebraska,

(“Redeveloper Property”), all the improvements required to be constructed upon the above-described Redeveloper Property have been satisfactorily completed in accordance with the requirements of the REDEVELOPMENT AGREEMENT (Yager Retail Redevelopment Project – Phase One) by and between the Community Development Agency of the City of Fremont, Nebraska, a municipal corporation in the State of Nebraska, and Yager Retail, LLC, a Nebraska limited liability company, and its successors and assigns (“Redeveloper”), said Agreement dated as of May \_\_\_\_, 2016 and a Memorandum of which is recorded as Instrument No. \_\_\_\_\_, in the office of the Register of Deeds for Dodge County, Nebraska.

The CDA further makes the conclusive determination that the Private Improvements (as defined in the Agreement) to the above-described Redeveloper Property are presently in conformance with the Agreement.

IN WITNESS WHEREOF, the CDA and Redeveloper have executed this instrument this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

**“CDA”**

COMMUNITY DEVELOPMENT  
AGENCY OF THE CITY OF  
FREMONT, NEBRASKA

\_\_\_\_\_  
\_\_\_\_\_, Chairperson

STATE OF NEBRASKA    )  
                                  ) ss.  
COUNTY OF DODGE    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 201\_\_, by \_\_\_\_\_, Chairperson of the Community Development Agency of the City of Fremont, Nebraska, on behalf of the Agency.

\_\_\_\_\_  
Notary Public



**EXHIBIT "E"**

**MEMORANDUM OF REDEVELOPMENT AGREEMENT  
(YAGER RETAIL REDEVELOPMENT PROJECT – PHASE ONE)**

This Memorandum of Redevelopment Agreement ("Memorandum") is made this \_\_\_ day of \_\_\_\_\_, 2016 by and between the Community Development Agency of the City of Fremont, Nebraska ("CDA") and Yager Retail, LLC, a Nebraska limited liability company ("Redeveloper").

1. **Redevelopment Agreement.** CDA and Redeveloper have entered into that certain Redevelopment Agreement dated as of this even date, describing the public improvements being made by the CDA in the Redevelopment Area and the private improvements being made to real property owned by Redeveloper and legally described as:

Lot Two (2), Yager Place Subdivision Replat, as surveyed, platted and recorded in the City of Fremont, Dodge County, Nebraska.

2. **Tax Increment Financing.** The Redevelopment Agreement provides for the capture of the Tax Increment, as defined therein, by the CDA of the private improvements to be made by the Redeveloper for a period not to exceed fifteen (15) years after the Project Effective Date of January 1, 2017. The Tax Increment so captured by the CDA shall be used to make the public improvements as described in the Redevelopment Agreement.

3. **Remaining Terms.** The rest and remaining terms of the Redevelopment Agreement are hereby incorporated into this Memorandum as if they were set forth in full. A full and correct copy of the Redevelopment Agreement may be inspected at the CDA offices in Fremont, Nebraska.

[SIGNATURE PAGES TO FOLLOW]

**“CDA”**

COMMUNITY DEVELOPMENT  
AGENCY OF THE CITY OF  
FREMONT, NEBRASKA

\_\_\_\_\_  
\_\_\_\_\_, Chairperson

STATE OF NEBRASKA    )  
                                  ) ss.  
COUNTY OF DODGE    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2016, by \_\_\_\_\_, Chairperson of the Community Development Agency of the City of Fremont, Nebraska, on behalf of the Agency.

\_\_\_\_\_  
Notary Public



**COMMUNITY DEVELOPMENT AGENCY OF THE  
CITY OF FREMONT, NEBRASKA**

**RESOLUTION NO. 2016-\_\_\_\_**

(Redevelopment Agreement for the  
Yager Retail Redevelopment Project – Phase One)

**A RESOLUTION OF THE COMMUNITY DEVELOPMENT AGENCY OF THE  
CITY OF FREMONT, NEBRASKA APPROVING THE REDEVELOPMENT  
AGREEMENT FOR THE YAGER RETAIL REDEVELOPMENT PROJECT – PHASE  
ONE AND AUTHORIZING THE ISSUANCE OF TAX INCREMENT FINANCING  
INDEBTEDNESS.**

WHEREAS, the Community Development Agency of the City of Fremont, Nebraska (the “CDA”) via Resolution No. 2016-002 dated April 26, 2016 approved and adopted an Amendment to the Redevelopment Plan for the 23<sup>rd</sup> & Bell Redevelopment Area in the City of Fremont, Nebraska and a Cost-Benefit Analysis for the Yager Retail Redevelopment Project – Phase One (the “Project”) pursuant to the Nebraska Community Development Law codified at Neb. Rev. Stat. §§ 18-2101 et seq. (the “Act”);

WHEREAS, a copy of the redevelopment agreement by and between the CDA and Yager Retail, LLC, a Nebraska limited liability company, that will implement and govern the Project (the “Redevelopment Agreement”) is attached as Attachment “A” and incorporated herein by this reference;

WHEREAS, on May 31, 2016, a meeting of the CDA was held at the Fremont City Council Chambers, 400 East Military Road, in Fremont, Nebraska in order to determine whether the Redevelopment Agreement should be approved;

WHEREAS, the Amendment to the Redevelopment Plan will, in accordance with the present and future needs of the City of Fremont, promote the health, safety, morals, order, convenience, prosperity and the general welfare of the community in conformance with the legislative declarations and determinations set forth in the Act;

WHEREAS, the Amendment to the Redevelopment Plan is feasible and is in conformance with the general plan for development of the City and its objectives are being accomplished in the Redevelopment Agreement for the Project;

WHEREAS, the Project would not be economically feasible as designed without the use of tax increment financing; the Project as designed would not occur in the redevelopment area without the use of tax increment financing; and the Project is in the long-term best interests of the community;

WHEREAS, the CDA has reviewed the Redevelopment Agreement and has found it to be in conformity with the Act and the general plan for development of the City of Fremont, and in the best interests of the City of Fremont; and

WHEREAS, pursuant to the provisions of the Act and in light of the foregoing findings and determinations, the CDA desires to approve the Redevelopment Agreement and to approve TIF Indebtedness in an amount not to exceed Six Hundred Thousand and No/100 Dollars (\$600,000.00) in the form of the TIF Note attached to the Redevelopment Agreement.

NOW, THEREFORE, BE IT RESOLVED, that the CDA of the City of Fremont, Nebraska does hereby approve and adopt the Redevelopment Agreement in substantially the form attached hereto as Attachment "A";

BE IT FURTHER RESOLVED, that the CDA of the City of Fremont hereby authorizes its legal counsel to finalize the terms and conditions of the Redevelopment Agreement on behalf of the CDA, and that any and all actions previously taken by its legal counsel to fulfill this resolution are hereby ratified and approved, except that the amount of the TIF Indebtedness and the use of the TIF proceeds shall not be modified without the consent and approval of the CDA;

BE IT FURTHER RESOLVED, that the CDA of the City of Fremont is hereby authorized, following the lapse of thirty (30) days after the approval of the Redevelopment Agreement, to issue TIF Indebtedness in an amount not to exceed Six Hundred Thousand and No/100 Dollars (\$600,000.00) in the form of the TIF Note attached to the Redevelopment Agreement, with such TIF Indebtedness to be repaid solely from the Tax Increment created by the Project and does not represent the general obligation of the CDA nor the City of Fremont; and

BE IT FURTHER RESOLVED, that the CDA hereby authorizes its Chair to execute and deliver the Redevelopment Agreement and to take all such other actions contemplated and required by the Redevelopment Agreement and to fulfill the resolutions set forth above.

DATED THIS 31<sup>st</sup> day of May, 2016.

COMMUNITY DEVELOPMENT AGENCY  
OF THE CITY OF FREMONT, NEBRASKA

By: \_\_\_\_\_  
Chair

ATTEST: \_\_\_\_\_  
Secretary

**ATTACHMENT "A"**

[Redevelopment Agreement]

# Staff Report

**TO:** Mayor and Community Development Agency  
**FROM:** Troy Anderson, Director of Planning  
**DATE:** May 31, 2016  
**SUBJECT:** Redevelopment Agreement Amendment – Yager Retail Redevelopment Project (Hotel)

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**Recommendation:** move to approve the resolution.

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**Background:** In February of 2015, the City of Fremont Community Development Agency (CDA) entered into a Redevelopment Agreement (Agreement) with Yager Hospitality, LLC, (Redeveloper) for the development of a seventy-five room, four story hotel including provisions for an indoor swimming pool, fitness center, and conference/meeting room. That Agreement was then amended in September of 2015, to reduce the height of the project to three stories and excludes the previously proposed conference/meeting room.

The Redeveloper now wishes to amend the Agreement to extend the Effective Date from January 1, 2016, to January 1, 2017. This [second] amendment not only approves the form of the Second Amendment, subsequently extending the Effective Date, but also authorizes the CDA to execute the same, to file an amended or corrected Notice to Divide Taxes with the Dodge County Assessor, file an amended or corrected Memorandum of Redevelopment Agreement with the Dodge County Register of Deeds, and authorizes the CDA to issue TIF Indebtedness.

**Fiscal Impact:** N/A

**COMMUNITY DEVELOPMENT AGENCY OF THE  
CITY OF FREMONT, NEBRASKA**

**RESOLUTION NO. 2016-\_\_\_\_**

(Amendment to Redevelopment Agreement for the  
23rd & Yager Project)

**A RESOLUTION OF THE COMMUNITY DEVELOPMENT AGENCY OF  
THE CITY OF FREMONT, NEBRASKA, AUTHORIZING AND APPROVING THE  
SECOND AMENDMENT TO REDEVELOPMENT AGREEMENT (23RD & YAGER  
PROJECT) AND AUTHORIZING THE ISSUANCE OF TAX INCREMENT  
FINANCING INDEBTEDNESS.**

RECITALS

A. The Community Development Agency of the City of Fremont, Nebraska (“CDA”) and Yager Hospitality, LLC, a Nebraska limited liability company (“Redeveloper”), entered into that certain Redevelopment Agreement (23rd & Yager Project) dated February 10, 2015, as amended by that certain First Amendment to Redevelopment Agreement dated September 8, 2015 (collectively, the “Redevelopment Agreement”).

B. Redeveloper and the CDA desire to amend the Redevelopment Agreement to extend the Effective Date from January 1, 2016 to January 1, 2017 in order to maximize the TIF Indebtedness.

C. A copy of the Second Amendment to Redevelopment Agreement (23rd & Yager Project), which amends the Effective Date is attached hereto as Exhibit “A” (the “Second Amendment”).

D. Pursuant to Section 3.03 of the Redevelopment Agreement, the CDA agreed to issue TIF Indebtedness in the estimated amount of Seven Hundred Eighty Thousand and No/100 Dollars (\$780,000.00) to Redeveloper in the form of a TIF Note.

E. The CDA desires to approve the issuance of TIF Indebtedness in an amount not to exceed Seven Hundred Eighty Eight Thousand Five Hundred and No/100 Dollars (\$788,500.00) and to approve and adopt the form of TIF Note attached hereto as Exhibit “B” (the “TIF Note”).

NOW THEREFORE, BE IT RESOLVED, the CDA hereby approves and adopts the Second Amendment and authorizes the Chairperson and the Secretary of the CDA to execute and enter into the Second Amendment.

BE IT FURTHER RESOLVED, the CDA hereby authorizes the Chairperson and/or Secretary to take any further actions necessary to implement the Second

Amendment including, without limitation, if necessary, filing an amended or corrected Notice to Divide Taxes with the Dodge County Assessor and filing an amended or corrected Memorandum of Redevelopment Agreement with the Dodge County Register of Deeds.

BE IT FURTHER RESOLVED, the CDA is hereby authorized to issue TIF Indebtedness in an amount not to exceed Seven Hundred Eighty Eight Thousand Five Hundred and No/100 Dollars (\$788,500.00) in the form of the TIF Note attached hereto, with such TIF Indebtedness to be repaid solely from the tax increment created by the Project. The TIF Note shall not represent the general obligation of the CDA nor the City of Fremont.

BE IT FURTHER RESOLVED, the CDA hereby authorizes the Chairperson and Secretary of the CDA to execute and deliver the TIF Note and to take all such other actions to fulfill the resolutions set forth above.

BE IT FURTHER RESOLVED, the CDA hereby rescinds any other resolutions or actions that are contradictory or incompatible with this Resolution.

[SIGNATURE PAGE TO FOLLOW]

Dated this \_\_\_\_ day of \_\_\_\_\_, 2016.

COMMUNITY DEVELOPMENT AGENCY OF  
THE CITY OF FREMONT, NEBRASKA

By: \_\_\_\_\_  
Chairperson

ATTEST:

\_\_\_\_\_  
Secretary

**EXHIBIT "A"**

**SECOND AMENDMENT TO REDEVELOPMENT AGREEMENT  
(23RD & YAGER PROJECT)**

(See Attached)

**SECOND AMENDMENT TO REDEVELOPMENT AGREEMENT  
(23<sup>rd</sup> & Yager Hotel Project)**

This Second Amendment to Redevelopment Agreement (“Second Amendment”) is entered into by and between the Community Development Agency of the City of Fremont, Nebraska (“CDA”) and Yager Hospitality, LLC, a Nebraska limited liability company (“Redeveloper”).

**RECITALS**

- A. The CDA and Redeveloper entered into that certain Redevelopment Agreement dated February 10, 2015, as amended by that certain First Amendment to Redevelopment Project dated September 8, 2015 (collectively, the “Redevelopment Agreement”) to implement the 23<sup>rd</sup> & Yager Hotel Project (the “Project”).
- B. Due to the timing of the construction of the Project, the Effective Date must be amended to maximize the TIF Indebtedness.
- C. The CDA and Redeveloper desire to amend the Redevelopment Agreement to amend the Effective Date of the Project.

NOW THEREFORE, in consideration of mutual promises contained herein and in the Redevelopment Agreement, the parties agree to amend the Redevelopment Agreement as follows:

- 1. 1.01.D. Definition “D” in Section 1.01 of the Redevelopment Agreement is hereby deleted and restated as follows:
  - “D. “Effective Date” means January 1, 2017.”
- 2. Section 3.01. The second to last sentence of Section 3.01 of the Redevelopment Agreement is hereby deleted and restated as follows:
  - “The effective date of this provision shall be the Effective Date, thus creating the base value as of January 1, 2016.”
- 3. Section 3.02. The last sentence of Section 3.02 of the Redevelopment Agreement is hereby deleted and restated as follows:
  - “For this Project, the anticipated Tax Increment is the difference between the projected taxes payable for 2017 (after completion of construction) and the taxes payable for 2016 (before completion of construction) as more particularly set forth on Exhibit “B”.”
- 4. Exhibit “B”. Paragraph 4 of Exhibit “B” of the Redevelopment Agreement is hereby deleted and restated as follows:

“4. **Maturity Date.** On or before December 31, 2032.”

- 5. Exhibit “E”. Paragraph 2 of Exhibit “E” is hereby amended to reflect that the Project Effective Date is January 1, 2017.
- 6. Reconfirm other Terms. The CDA and Redeveloper hereby reconfirm all other terms and conditions of the Redevelopment Agreement, except as expressly modified by the terms of this Second Amendment.

This Second Amendment to Redevelopment Agreement is effective as of the \_\_\_\_ day of \_\_\_\_\_, 2016.

**“CDA”**

COMMUNITY DEVELOPMENT  
AGENCY OF THE CITY OF FREMONT,  
NEBRASKA

ATTEST:

By: \_\_\_\_\_  
Kimberly Volk, Secretary

By: \_\_\_\_\_  
Larry Johnson, Chairman

STATE OF NEBRASKA    )  
  ) ss.  
COUNTY OF FREMONT    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2016, by Larry Johnson and Kimberly Volk, Chairman and Secretary respectively of the Community Development Agency of the City of Fremont, Nebraska, a public body corporate and politic, on behalf of the Agency.

\_\_\_\_\_  
Notary Public

**“REDEVELOPER”**

Yager Hospitality, L.L.C., a Nebraska  
limited liability company

\_\_\_\_\_  
Mike Works, Manager

STATE OF NEBRASKA    )  
                                  ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_,  
2016, by Mike Works, Manager of Yager Hospitality, L.L.C., a Nebraska limited  
liability company, on behalf of the company.

\_\_\_\_\_  
Notary Public

**EXHIBIT “B”**

**TIF NOTE**

(See Attached)

4833-5294-4689, v. 1

Exhibit “B”

THIS NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 (“THE 1933 ACT”) AND MAY NOT BE TRANSFERRED, ASSIGNED, SOLD OR HYPOTHECATED UNLESS A REGISTRATION STATEMENT UNDER THE 1933 ACT SHALL BE IN EFFECT WITH RESPECT THERETO AND THERE SHALL HAVE BEEN COMPLIANCE WITH THE 1933 ACT AND ALL APPLICABLE RULES AND REGULATIONS THEREUNDER, OR THERE SHALL HAVE BEEN DELIVERED TO THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF FREMONT PRIOR TO TRANSFER, ASSIGNMENT, SALE OR HYPOTHECATION AN OPINION OF COUNSEL, SATISFACTORY TO THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF FREMONT TO THE EFFECT THAT REGISTRATION UNDER THE 1933 ACT IS NOT REQUIRED.

Registered

Registered

No. 1

\$788,500.00

UNITED STATES OF AMERICA  
STATE OF NEBRASKA  
THE COMMUNITY DEVELOPMENT AGENCY  
OF THE CITY OF FREMONT

COMMUNITY REDEVELOPMENT REVENUE NOTE  
(23<sup>rd</sup> AND YAGER HOTEL PROJECT)  
SERIES 2016A

Maturity Date	Interest Rate	Original Issuance Date
December 31, 2032	4.5%	_____, 2016

Registered Holder	Principal Amount
Yager Hospitality, LLC	\$788,500.00

THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF FREMONT, NEBRASKA (the “Issuer”), a body politic and corporate organized and existing under the laws of the State of Nebraska, for value received hereby promises to pay, solely from the source and as hereinafter provided, to the Registered Holder identified above, or registered assigns, the Principal Amount identified above at the office of the Fremont City Treasurer, as Paying Agent and Registrar, and in like manner to pay solely from said source interest on said principal sum at the Interest Rate identified above from the Original Issuance Date identified above or from the most recent date to which interest has not been paid. Accrued Interest shall be payable in two (2) installments due June 15, 2017 and December 15, 2017. Thereafter, principal and accrued interest shall be payable in thirty (30) equal semi-annual installments due June 15, 2018, December 15, 2018, and each June 15 and December 15 thereafter through December 15, 2032, when all principal and accrued interest shall be due and payable. Except with respect to interest not punctually paid, the principal and interest on this Note will be paid by check or draft mailed to the Registered Holder in whose name this Note is registered at the close of business on the fifteenth calendar day next preceding the applicable maturity date at his address as it appears on such note registration

books. The principal and interest of this Note is payable in any coin or currency of the United States of America which on the respective dates of payment is legal tender for the payment of public and private debts.

This Note is designated The Community Development Agency of the City of Fremont, Nebraska Redevelopment Revenue Note (23<sup>rd</sup> and Yager Hotel Project), Series 2016A, aggregating Seven Hundred Eighty Eight Thousand Five Hundred and 00/100 Dollars (\$788,500.00) (the "Note") in principal amount which has been issued pursuant to the Section 12 of Article VIII of the Nebraska Constitution and Neb. Rev. Stat. §§ 18-2101 through 18-2154, as amended and supplemented (the "Act") and under and pursuant to a Resolution adopted by the Governing Body of the Issuer (the "Resolution"), to aid in the financing of a redevelopment project pursuant to the Act. This Note does not represent a debt or pledge of the faith or credit of the Issuer or grant to the Registered Holder of this Note any right to have the Issuer levy any taxes or appropriate any funds for the payment of the principal hereof or the interest hereon nor is this Note a general obligation of the Issuer, or the individual officials, officers or agents thereof. This Note is payable solely and only out of the Tax Increment Revenues generated by the Project as identified in the Resolution. All such revenue has been duly pledged for that purpose. If the Project does not generate sufficient Tax Increment Revenues or the Issuer does not receive sufficient Tax Increment Revenues to pay the Note in full, then the Issuer shall only pay the net amount received in Tax Increment Revenues from the Project as full payment of this Note.

**THIS NOTE AND THE INTEREST HEREON DOES NOT NOW AND SHALL NEVER CONSTITUTE AN INDEBTEDNESS OF THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF FREMONT, NEBRASKA, WITHIN THE MEANING OF ANY STATE CONSTITUTIONAL PROVISION OR STATUTORY LIMITATION, NOR SHALL THIS NOTE AND THE INTEREST HEREON EVER GIVE RISE TO ANY PECUNIARY LIABILITY OF THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF FREMONT, NEBRASKA, A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWERS.**

No recourse shall be had for the payment of the principal of or interest on this Note, or for any claim based hereon or upon any obligation, covenant or agreement contained in the Resolution or the Redevelopment Agreement (as defined in the Resolution) against any past, present or future employee, member or elected official of the Issuer, or any incorporator, officer, director, member or trustee of any successor corporation, as such, either directly or through the Issuer or any successor corporation, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such incorporator, officer, director or member as such is hereby expressly waived and released as a condition of and in consideration of the issuance of this Note.

It is hereby certified and recited and the Issuer has found: that the Project is an eligible "redevelopment project" as defined in the Act; that the issuance of this Note and the construction of the Project will promote the public welfare and carry out the purposes of the Act by, among other things, contributing to the development of a blighted and substandard area of the City of Fremont, Nebraska, pursuant to a Redevelopment Plan adopted by the City; that all acts, conditions and things required to be done precedent to and in the issuance of this Note have been properly done, have happened and have been performed in regular and due time, form and manner as

required by law; and, that this Note does not constitute a debt of the Issuer within the meaning of any constitutional or statutory limitations.

This Note is transferable only upon the books of the Issuer kept for that purpose at the office of the Registrar by the Registered Holder hereof in person, or by his duly authorized attorney, upon surrender of this Note together with a written instrument of transfer satisfactory to the Registrar duly executed by the Registered Holder or his duly authorized attorney, together with a purchase letter, and thereupon a new registered Note or Notes in the same aggregate principal amounts shall be issued to the transferee in exchange therefor, and upon payment of the charges therein prescribed. The Issuer and the Paying Agent may deem and treat the person in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal hereof and premium, if any, and interest due hereon and for all other purposes.

The Note is issuable in the form of a registered Note without coupons. Subject to such conditions and upon the payment of such charges provided in the Resolution, the owner of any registered Note or Notes may surrender the same (together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered owner or his duly authorized attorney), in exchange for an equal aggregate principal amount of registered Notes of any other authorized denominations.

The Note is prepayable at any time in whole or in part, at a prepayment price of par plus accrued interest to the prepayment date, to the extent there are any funds in the debt service fund in excess of amounts necessary to pay scheduled debt service or in the event the Redeveloper directs the Issuer that it wishes to prepay the Note.

Prepayments shall reduce the number, but not the amount, of scheduled debt service payments on the Note, in inverse order of maturity.

It is hereby certified and recited that all conditions, acts and things required by law and the Resolution to exist, to have happened and to have been performed precedent to and in the issuance of this Note, exist, have happened and have been performed and that the issue of this Note, together with all other indebtedness of the Issuer, is within every debt and other limit prescribed by the laws of the State of Nebraska.

This Note shall not be entitled to any benefit under the Resolution referred to herein or be valid or become obligatory for any purpose until this Note shall have been authenticated by the execution by the Registrar of the Certificate of Authentication hereon.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF FREMONT, NEBRASKA has caused this Note to be signed in its name and on its behalf by the signature of its Chairman and attested by the signature of its Secretary, as of the Original Issuance Date identified above.

THE COMMUNITY DEVELOPMENT  
AGENCY OF THE CITY OF FREMONT,  
NEBRASKA

ATTEST:

\_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
Chairman

CERTIFICATE OF AUTHENTICATION

This Note is delivered pursuant to the within-mentioned Resolution.

Fremont City Treasurer,  
as Paying Agent and Registrar

By: \_\_\_\_\_  
Authorized Signature

# Staff Report

**TO:** Mayor and Community Development Agency  
**FROM:** Troy Anderson, Director of Planning  
**DATE:** May 31, 2016  
**SUBJECT:** Consent to Transfer – Yager Retail Redevelopment Project (Hotel)

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**Recommendation:** move to approve the resolution.

---

**Background:** With regards to the Redevelopment Agreement (Agreement) by and between the City of Fremont Community Development Agency (CDA) and Yager Hospitality, LLC, (Redeveloper) the Redeveloper now wishes to sell and convey the project site. According to the Agreement however, the Redeveloper cannot transfer or convey, in whole or in part, the project site without the consent of the CDA. Approval authorizes the CDA to execute and enter into an Assignment and Assumption of Redevelopment Agreement (Assignment).

**Fiscal Impact:** N/A

**COMMUNITY DEVELOPMENT AGENCY OF THE  
CITY OF FREMONT, NEBRASKA**

**RESOLUTION NO. 2016-\_\_\_**  
(23rd & Yager Project)

**A RESOLUTION OF THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF FREMONT, NEBRASKA, CONSENTING TO THE TRANSFER OF THE 23RD & YAGER REDEVELOPMENT PROJECT SITE; AUTHORIZING AND APPROVING THE ASSIGNMENT AND ASSUMPTION OF THE REDEVELOPMENT AGREEMENT; AND TAKING OTHER ACTIONS REQUIRED OR PERMITTED UNDER THE COMMUNITY DEVELOPMENT LAW.**

RECITALS

- A. The Community Development Agency of the City of Fremont, Nebraska (“CDA”) and Yager Hospitality, LLC (“Redeveloper”), entered into that certain Redevelopment Agreement (23rd & Yager Project) dated February 10, 2015, as subsequently amended (the “Redevelopment Agreement”).
- B. Redeveloper desires to sell and convey the Project Site to K2 Hospitality, LLC (“Buyer”).
- C. Pursuant to Section 4.05 of the Redevelopment Agreement, the Redeveloper cannot transfer or convey any part of the project site during the fifteen (15) year TIF period without the consent of the CDA.
- D. The Buyer is not exempt from taxation.
- E. Attached hereto as Exhibit “A” is a copy of the Assignment and Assumption of Redevelopment Agreement (“Assignment”).

NOW THEREFORE, BE IT RESOLVED that the Community Development Agency of the City of Fremont, Nebraska, hereby consents to the sale, transfer, and conveyance of the Redevelopment Project Site by Redeveloper, subject to the following condition:

- 1. Redeveloper and the Buyer execute the Assignment on or before the closing date.

BE IT FURTHER RESOLVED, the CDA hereby authorizes the Chairperson and the Secretary of the CDA to execute and enter into the Assignment, and take all other actions necessary to effectuate this Resolution.

The CDA hereby rescinds any other resolutions or actions that are contradictory or incompatible with this Resolution.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2016.

COMMUNITY DEVELOPMENT  
AGENCY of the City of Fremont,  
Nebraska

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Chairman

ATTEST:

---

Secretary

**Exhibit "A"**

Assignment and Assumption of Redevelopment Agreement

(See Attached)

4823-2776-6065, v. 1

Exhibit "A"

**ASSIGNMENT AND ASSUMPTION  
OF REDEVELOPMENT AGREEMENT**

This Assignment and Assumption of Redevelopment Agreement (“Agreement”) is entered into on this \_\_\_ day of \_\_\_\_\_, 2016, by and between the Community Development Agency of the City of Fremont, Nebraska (“CDA”), Yager Hospitality, LLC, a Nebraska limited liability company (“Original Redeveloper”), and K2 Hospitality, LLC, a Nebraska limited liability company (“Successor Redeveloper”).

**Recitals**

- A. CDA and Original Redeveloper entered into a Redevelopment Agreement dated February 10, 2015, as subsequently amended (the “Redevelopment Agreement”).
- B. Original Redeveloper desires to sell to Successor Redeveloper the property that is defined as the Project Site under the Redevelopment Agreement.
- C. Successor Redeveloper desires to acquire the Project Site from the Original Redeveloper.
- D. The terms of the Redevelopment Agreement run with the land.
- E. Pursuant to Section 4.05 of the Redevelopment Agreement, the CDA must consent to any sale or conveyance of the Project.
- F. In connection with the conveyance of the Project Site, Original Redeveloper desires to assign the Redevelopment Agreement to Successor Redeveloper and Successor Redeveloper agrees to assume all of the obligations of the Redeveloper under the Redevelopment Agreement.

NOW THEREFORE, in consideration of these mutual covenants contained herein and other good and valuable consideration, the parties agree as follows:

1. Assignment. Effective as of the date of this Agreement, Original Redeveloper assigns all of its right, title and interest in and to the Redevelopment Agreement to Successor Redeveloper.

2. Assumption. Effective as of the date of this Agreement, Successor Redeveloper assumes and agrees to perform all the obligations of Original Redeveloper under the Redevelopment Agreement and to assume and to perform and to be bound by all of the obligations and undertakings of Original Redeveloper to the CDA as provided in the Redevelopment Agreement.

3. Warranties and Representations. In order to induce the CDA to consent to the transfer of the Project Site, and in addition to the general assumption of all obligations and duties set forth in the Redevelopment Agreement set forth in Section 2 of this Agreement, Successor Redeveloper hereby warrants and represents that: (i) it is not exempt from paying real estate taxes and will not apply for an exemption from real estate taxes during the term of the Redevelopment Agreement, and (ii) it understands and acknowledges its obligation to pay all real estate taxes due on the Project Site.

4. Minimum Project Valuation. Without limiting any of the obligations set forth in the Redevelopment Agreement, Successor Redeveloper acknowledges and agrees that during the remaining period of the Redevelopment Agreement, Successor Redeveloper, or its successors or assigns, will not protest a real estate property valuation of the Project Site to an amount less than or equal to Four Million Fifty Thousand and No/100 Dollars (\$4,050,000.00), and will make any payment in lieu of taxes due under the Redevelopment Agreement.

5. CDA Consent. Subject to the conditions set forth herein, CDA hereby consents to the transfer and conveyance of the Project Site from the Original Redeveloper to the Successor Redeveloper.

**(Signature and Notary pages follow)**



**“CDA”**  
COMMUNITY DEVELOPMENT  
AGENCY OF THE CITY OF FREMONT,  
NEBRASKA

ATTEST:

By: \_\_\_\_\_  
Kimberly Volk, Secretary

By: \_\_\_\_\_  
Larry Johnson, Chairman

STATE OF NEBRASKA    )  
  ) ss.  
COUNTY OF DODGE    )

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2016, by Larry Johnson and Kimberly Volk, Chairman and Secretary respectively of the Community Development Agency of the City of Fremont, Nebraska, a public body corporate and politic, on behalf of the Authority.

\_\_\_\_\_  
Notary  
Public  
Notary Public

# Staff Report

**TO:** Mayor and City Council  
**FROM:** Troy Anderson, Director of Planning  
**DATE:** May 31, 2016  
**SUBJECT:** Comprehensive Plan Amendment – Future Land Use Plan

---

**Recommendation:** move to approve the resolution.

---

**Background:** On December 21, 2015, a subcommittee of the Planning Commission was formed to evaluate the Future Land Use Plan. The subcommittee met on three different occasions: February 9, 2016, March 8, 2016, and March 29, 2016, and prepared a revised Future Land Use Map, for the review and consideration of the Commission.

On April 18, 2016, the Planning Commission heard feedback from the community regarding the revised Future Land Use Map. The Commission then recommended that the Subcommittee reconvene and consider community feedback before returning with a recommendation. The Subcommittee met on May 5, 2016, discussed community feedback and made some revisions to the Future Land Use Map. Attached hereto and incorporated herein, for review and consideration of the Commission, is the latest revision to the Future Land Use Map being recommended by the Future Land Use Plan Evaluation Subcommittee.

By a vote of 9-0, the Planning Commission recommended approval of the Comprehensive Plan Amendment at its regularly scheduled meeting May 16, 2016.

**Fiscal Impact:** N/A

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY OF FREMONT, NEBRASKA, APPROVING AN AMENDMENT TO THE COMPREHENSIVE PLAN, PARTICULARLY AMENDMENTS TO THE FUTURE LAND USE MAP.**

**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 the Comprehensive Plan, particularly amendments to the Future Land Use Map; and

**WHEREAS**, the Planning Commission heard the request for approval of the Amendments on May 16, 2016, at which time the Commission unanimously recommended in favor of the request;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FREMONT, NEBRASKA, AS FOLLOWS:** That the City of Fremont does hereby approve an Amendment to the Comprehensive Plan, particularly amendments to the Future Land Use Map, said map being attached hereto and incorporated herein as Exhibit A.

**PASSED AND APPROVED THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.**

---

Scott Getzschman, Mayor

ATTEST:

---

Tyler Ficken, City Clerk

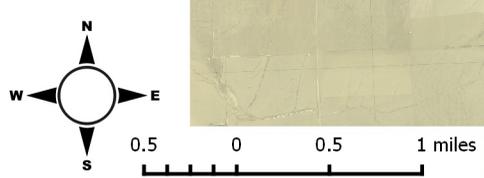
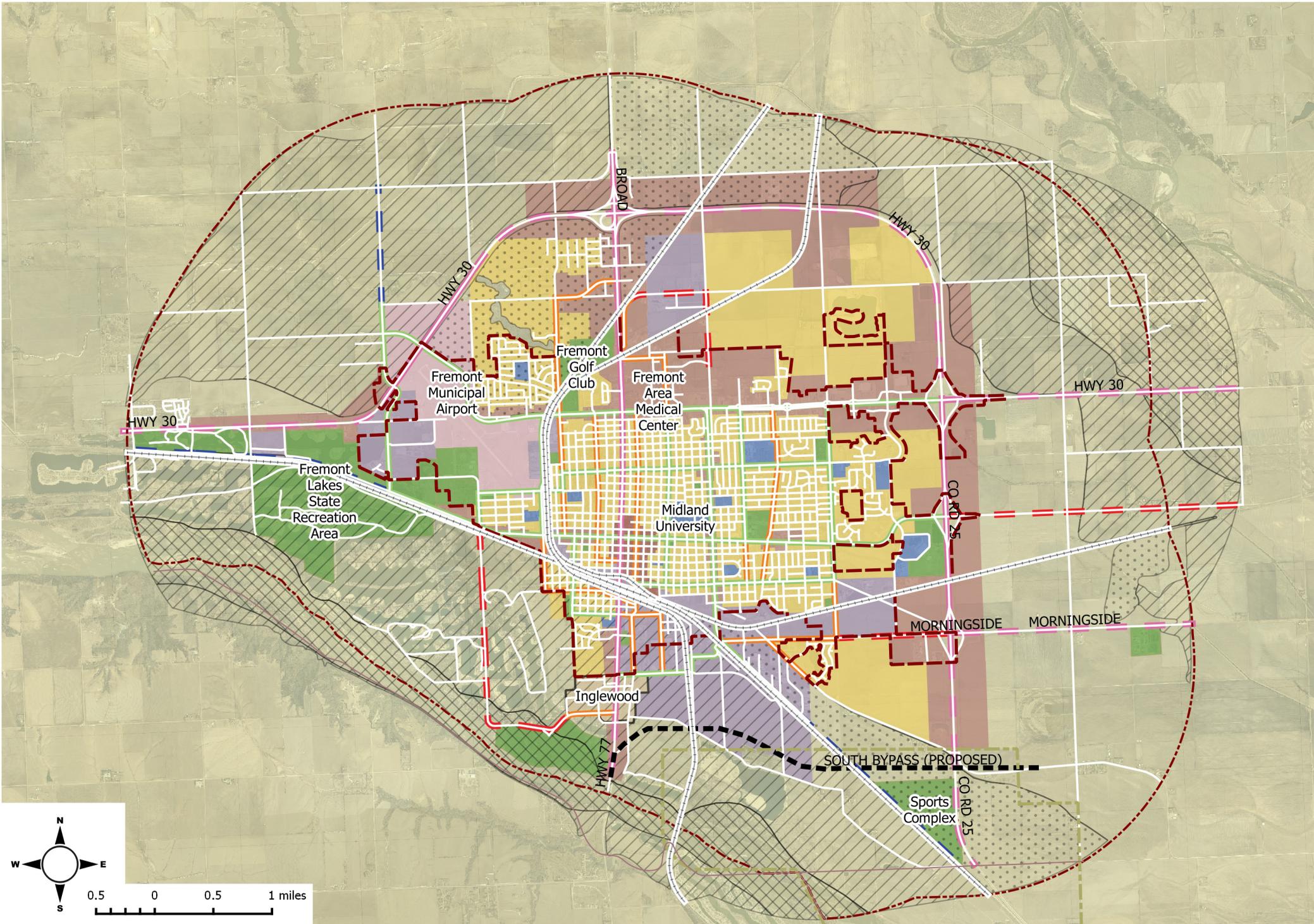
Map Legend

-  City Limits
-  Inglewood
-  Railroad
-  Wellhead Protection Area
- Floodplain**
-  100 -Year Floodway
-  Zone AE
-  Zone A0-2
- Future Land Use**
-  Rural
-  Residential
-  Commercial
-  Industrial
-  Parks and Open Space
-  Institutional/Campus/University
-  Aviation/Airport
-  Downtown (Urban)

Zone AE: Areas with a 1% annual chance of flooding

Zone A0-2: Areas with a 1% or greater annual chance of shallow flooding

\* The boundaries of the floodplain are for representative purposes only. Refer to the Flood Insurance Rate Map (FIRM) for specific information.



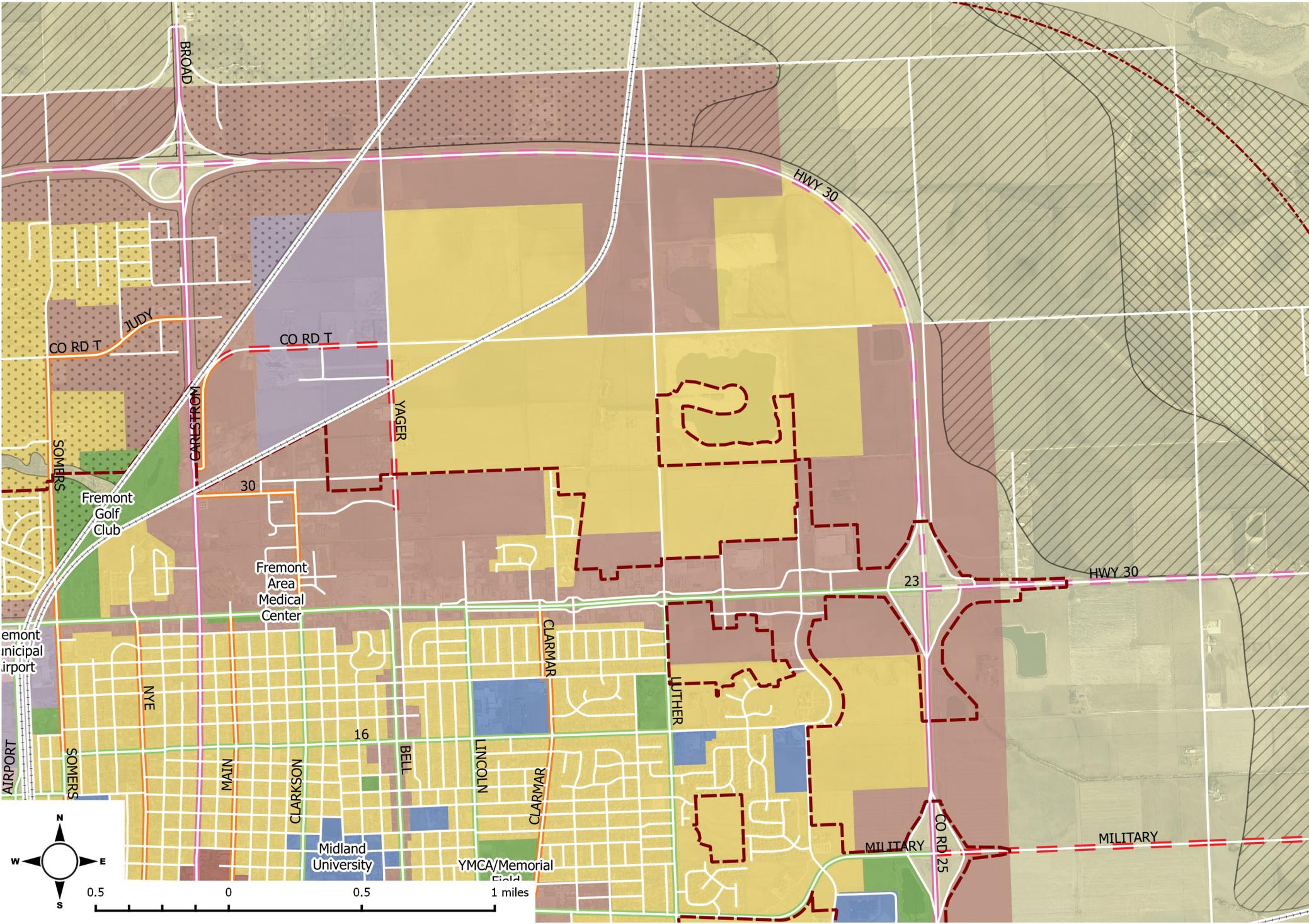
Map Legend

-  City Limits
-  Inglewood
-  Railroad
-  Wellhead Protection Area
- Floodplain**
-  100 -Year Floodway
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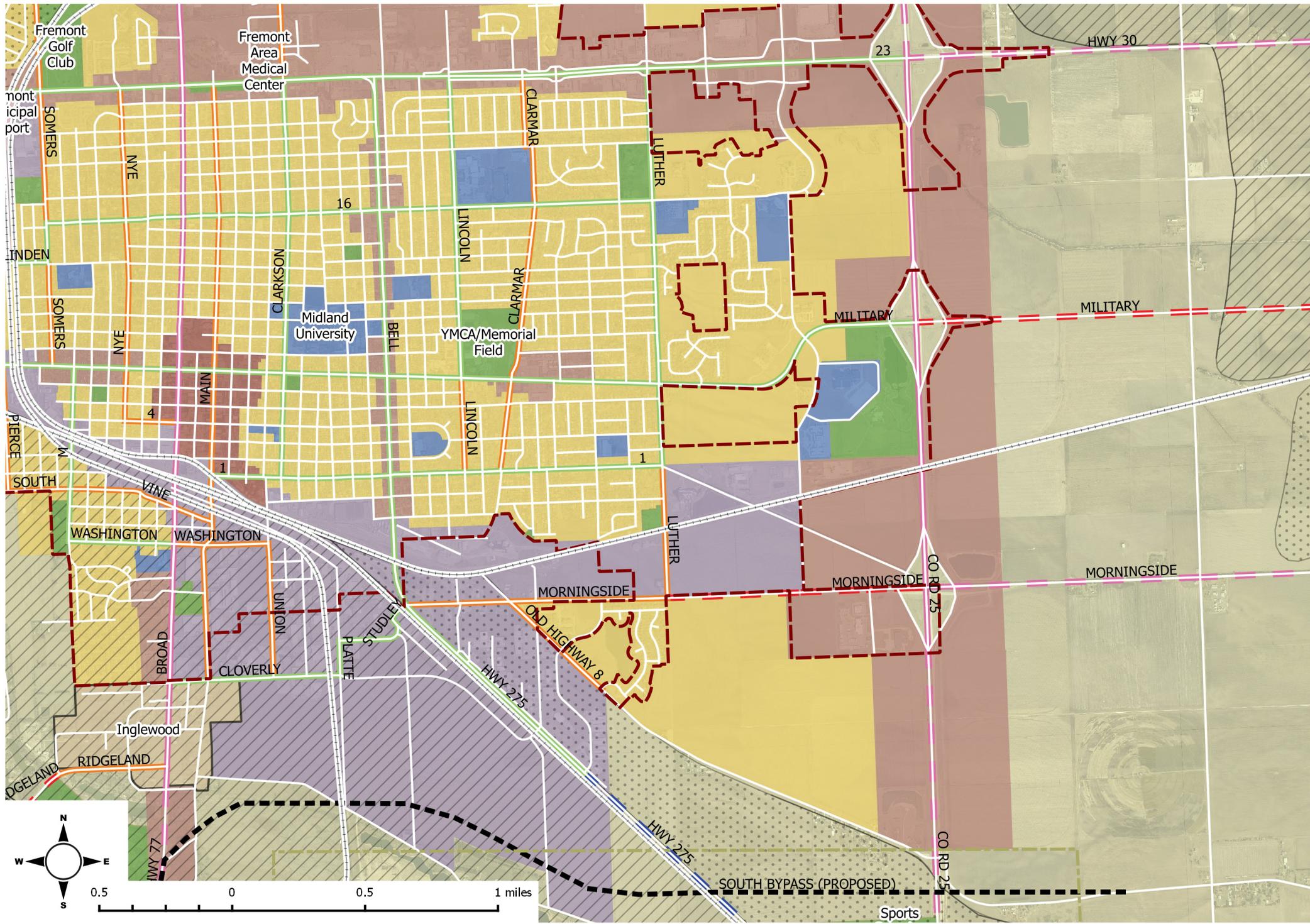
Map Legend

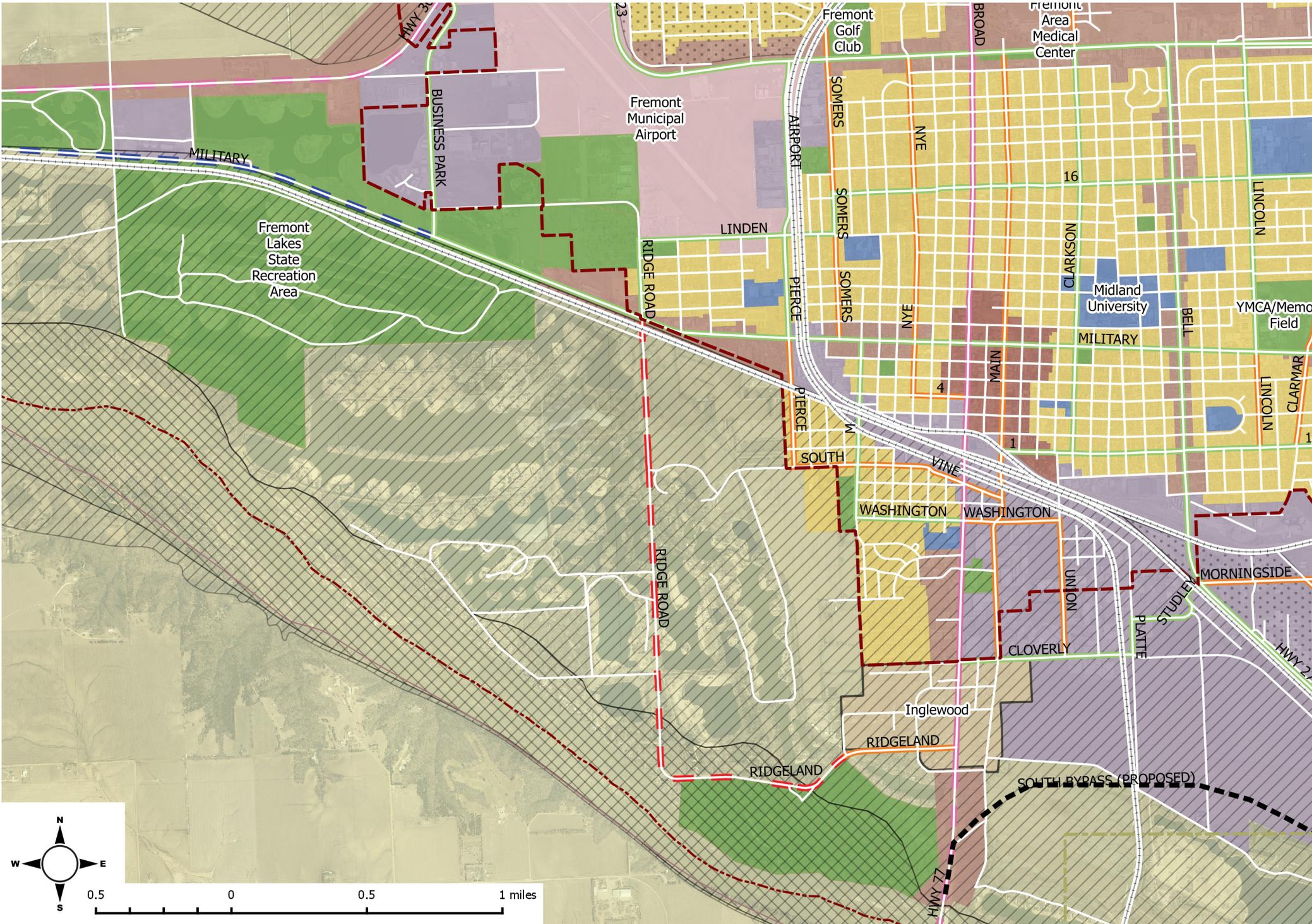
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Zone AE: Areas with a 1% annual chance of flooding

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Map Legend

- City Limits
- Inglewood
- Railroad
- Wellhead Protection Area
- Floodplain**
- 100 -Year Floodway
- Zone AE
- Zone AO-2
- Future Land Use**
- Rural
- Residential
- Commercial
- Industrial
- Parks and Open Space
- Institutional/Campus/University
- Aviation/Airport
- Downtown (Urban)

Zone AE: Areas with a 1% annual chance of flooding

Zone AO-2: Areas with a 1% or greater annual chance of shallow flooding

\* The boundaries of the floodplain are for representative purposes only. Refer to the Flood Insurance Rate Map (FIRM) for specific information.

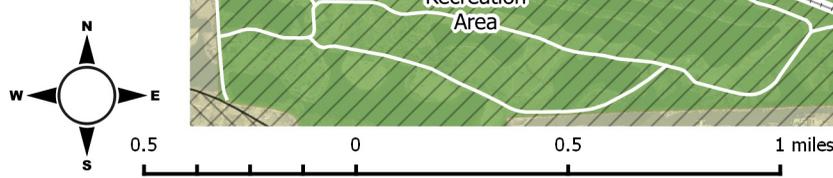
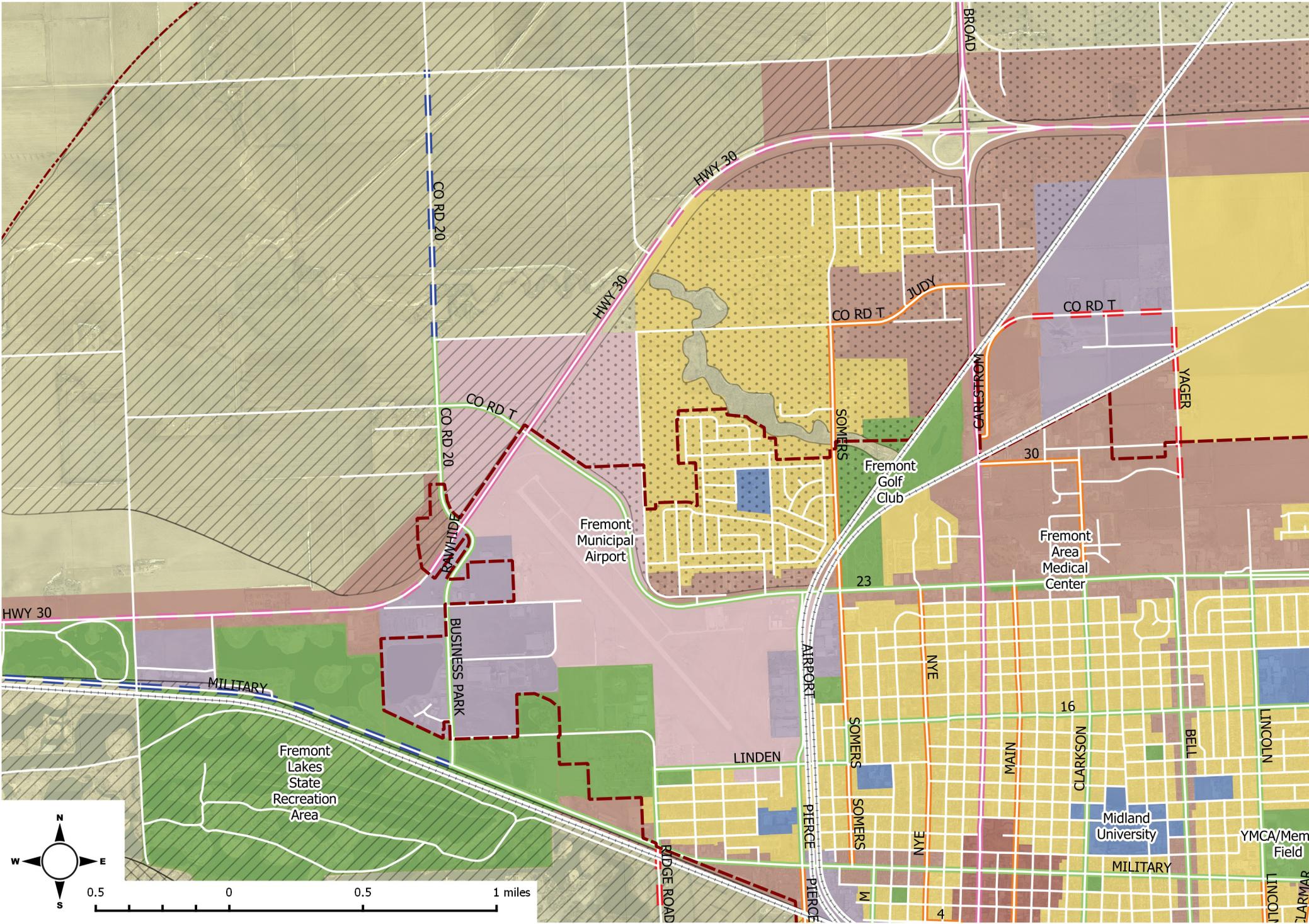
Map Legend

-  City Limits
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Zone AE: Areas with a 1% annual chance of flooding

Zone AO-2: Areas with a 1% or greater annual chance of shallow flooding

\* The boundaries of the floodplain are for representative purposes only. Refer to the Flood Insurance Rate Map (FIRM) for specific information.



# Staff Report

**TO:** Mayor and City Council  
**FROM:** Troy Anderson, Director of Planning  
**DATE:** May 31, 2016  
**SUBJECT:** Zoning Change – 1820 W 23<sup>rd</sup> St.

---

**Recommendation:** 1) open the public hearing, 2) receive testimony, 3) close the public hearing, 4) move to introduce the ordinance, and 5) hold first reading.

---

**Background:** The owner of approximately 7,800 square feet located at 1820 W 23<sup>rd</sup> St., RML Investments, Inc., is requesting approval of a zoning change from R-2 Moderate-Density Residential to LI Limited Industrial. The reason for the request is to expand industrial use of the property.

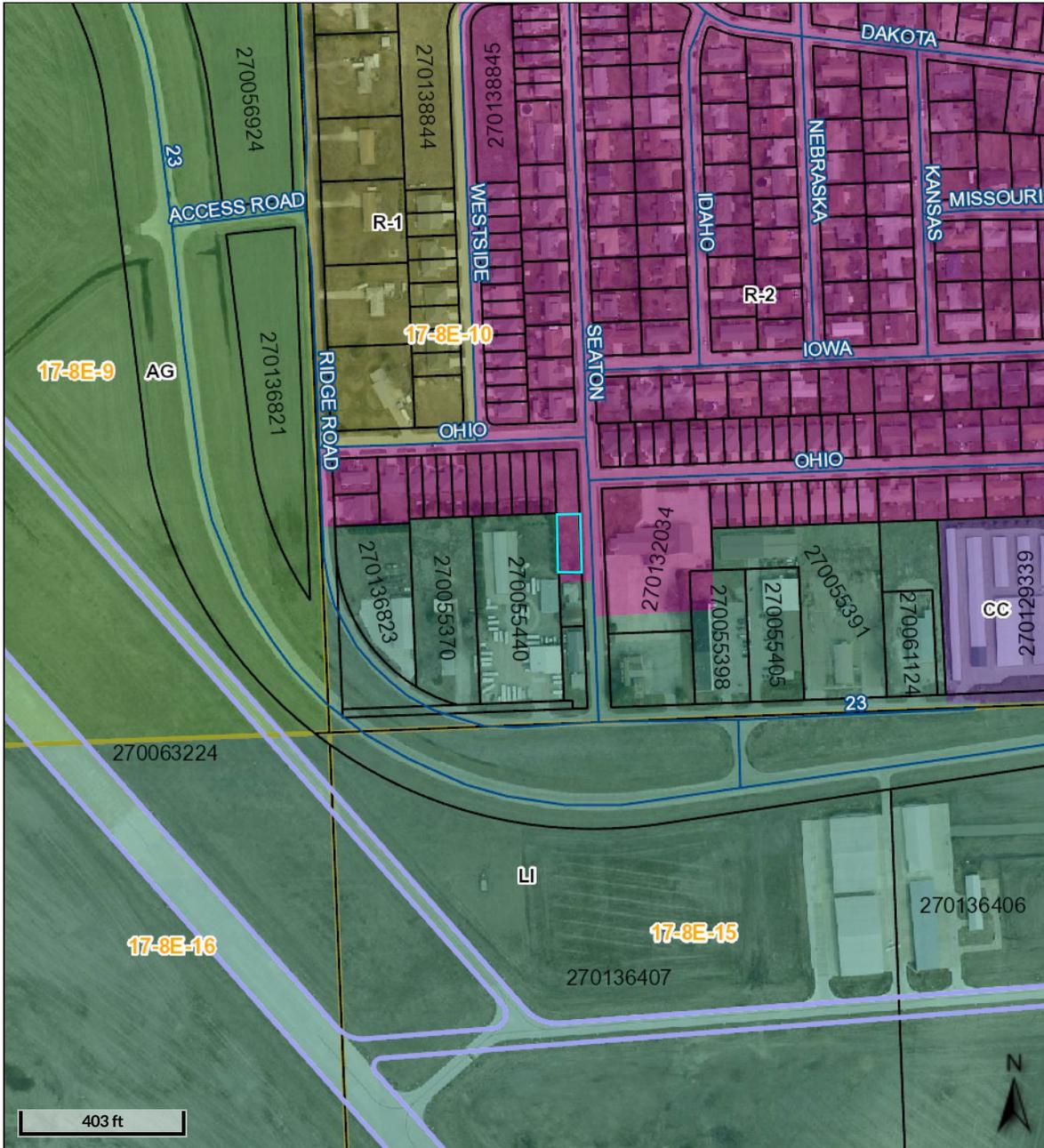
The subject property is located along the west side of Seaton Ave., between W. 23<sup>rd</sup> St. and Ohio St. Property to the north, is zoned R-2 Moderate-Density Residential, is vacant/undeveloped, and is listed as real property; property to the east is zoned partially R-2 Moderate-Density Residential and partially LI Limited Industrial, consists of a church, and is listed as real property; property to the south is zoned LI Limited Industrial, consists of a residence, and is listed as residential; and property to the west is zoned LI Limited Industrial, consists of a storage garage, a light commercial utility building, and mini-warehouses, and is listed as commercial. The subject property is currently vacant/undeveloped.

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

This item was continued at the April 18, 2016, Planning Commission meeting until such time as the Future Land Use Map is reconsidered by the Future Land Use Plan Evaluation Subcommittee and subsequently reconsidered by the Commission. The pending Future Land Use Plan remains unchanged and identifies the subject property as Commercial.

By a vote of 9-0, the Planning Commission recommended approval of the Zoning Change at its regularly scheduled meeting May 16, 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

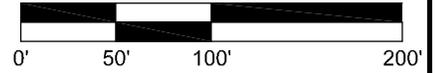
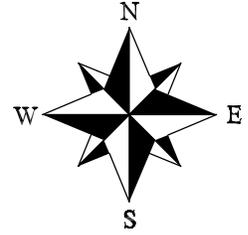
Date created: 4/15/2016

# PROPOSED ZONING CHANGE

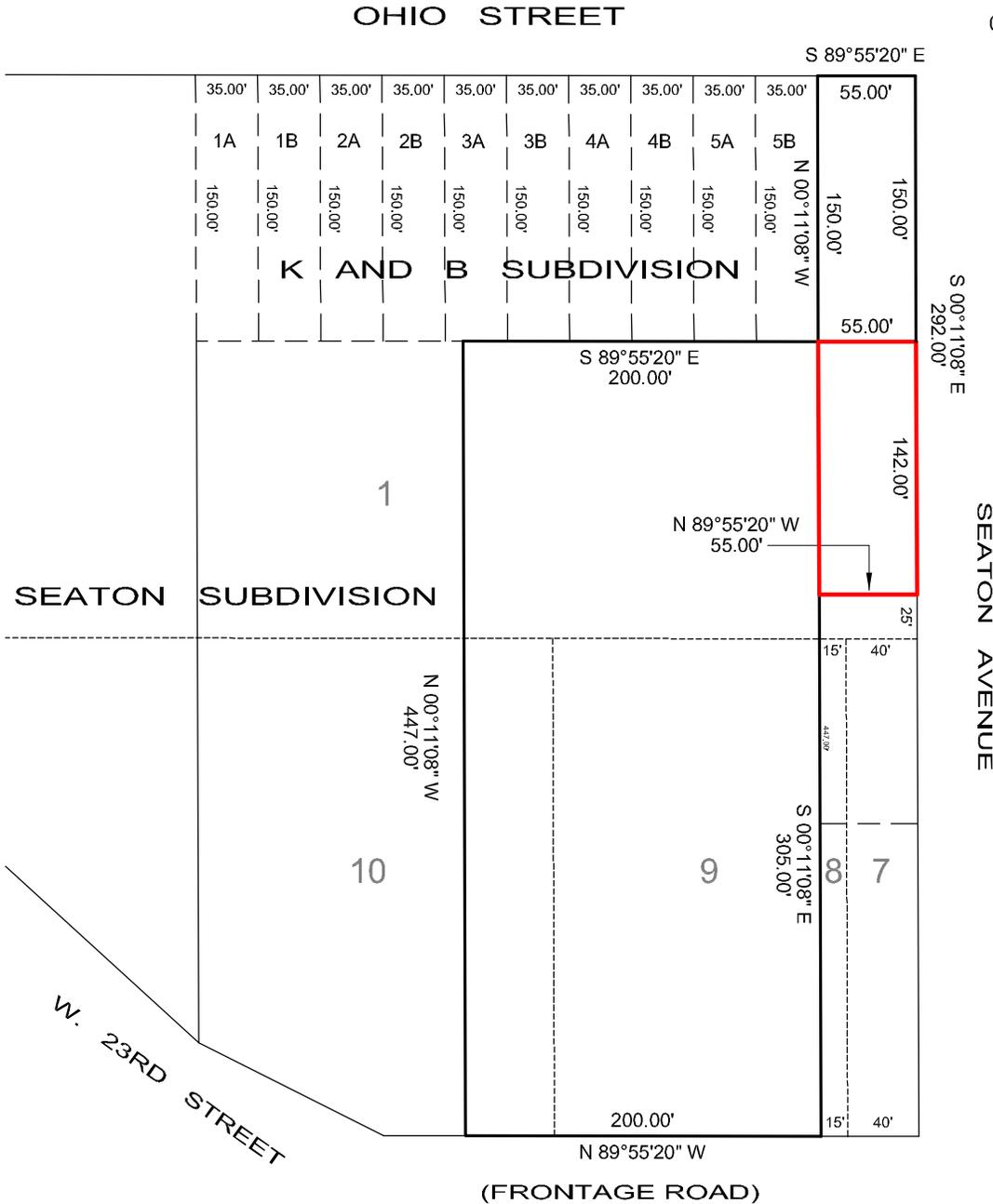
PART OF LOT 1, OF SEATON SUBDIVISION  
SECTION 10, T17N, R8E OF THE SIXTH P.M., DODGE COUNTY, NEBRASKA

**LEGAL DESCRIPTION FOR PROPOSED ZONING CHANGE :**

The East 55 feet, of the South 142 feet, of the North 292 feet of Lot 1, of Seaton Subdivision, located in Section 10, Township 17 North, Range 8 East of the Sixth P.M., Dodge County, Nebraska.



SCALE: 1" = 100'



**APEX**  
**LAND SURVEYING, LLC**  
Danny Martinez, RLS  
125 N. Clamar Ave.  
Fremont, Nebraska 68025  
(402) 720-9339 Office / Mobile  
danm.surveying@gmail.com

Client: RML Investments, Inc.	
Date: 03/17/2016	Project No.: RML-SeatonSub-ZoningChange-Fremont-DodgeCo
Scale: 1" = 100'	Drawing File: RML-SeatonSub-ZoningChange-Fremont-DodgeCo.dwg
Sheet: 1 of 1	Issue No.: Option 1

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 1820 W 23<sup>rd</sup> STREET, FROM R2 MODERATE-DENSITY RESIDENTIAL 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 R2 Moderate-Density Residential; and

**WHEREAS**, the owner desires zoning district designation of LI Limited Industrial; and

**WHEREAS**, a public hearing on the proposed Zoning Change was held by the Planning Commission on May 16, 2016, and subsequently by the City Council on May 31, 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 R2 Moderate-Density Residential to LI Limited Industrial:

THE EAST 55 FEET, OF THE SOUTH 142 FEET, OF THE NORTH 292 FEET OF LOT 1, OF SEATON SUBDIVISION, LOCATED IN SECTION 10, TOWNSHIP 17 NORTH, RANGE 8 EAST OF THE SIXTH P.M., DODGE COUNTY, NEBRASKA

**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:

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Tyler Ficken, City Clerk

# Staff Report

**TO:** Mayor and City Council  
**FROM:** Troy Anderson, Director of Planning  
**DATE:** May 31, 2016  
**SUBJECT:** Zoning Change – 361 W Co. Rd. T

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**Recommendation:** 1) open the public hearing, 2) receive testimony, 3) close the public hearing, 4) move to introduce the ordinance, and 5) hold first reading.

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**Background:** The agent for the owner of approximately 40.0 acres located at 361 W Co. Rd. T, Apex Land Surveying, Inc., originally requested approval of a zoning change from AG Agricultural to LI Limited Industrial. The reason for the request was to further development plans of trade services.

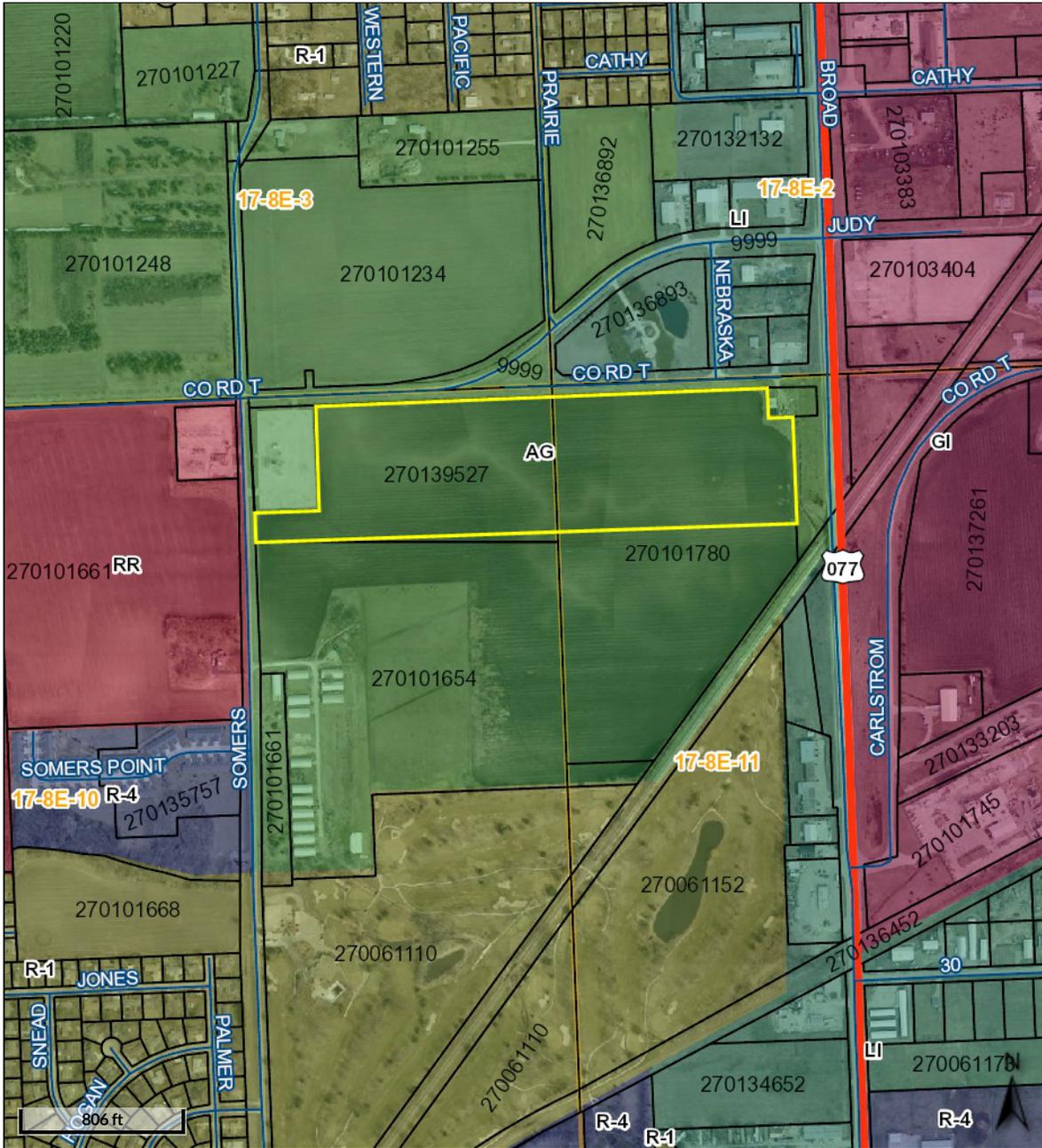
The subject property is located along the south side of W Co. Rd. T between State Hwy 77 and N Somers Ave. Properties to the north, opposite W Co. Rd. T, are zoned LI Limited Industrial and AG Agricultural and are listed as commercial and agricultural uses, respectively; property immediately east of the subject property is zoned AG Agricultural and listed as a residence, property to the east opposite State Hwy 77 however is zoned GI General Industrial and listed as real property (i.e. vacant/undeveloped); and properties immediately south and west, opposite N Somers Ave. are zoned AG Agricultural and are listed as agricultural uses. 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 City's Comprehensive Plan for Future Land Use and Character. At the May 16, 2016, Planning Commission meeting, the Commission recommended approval of an amendment to the Comprehensive Plan, and the Future Land Use Map in particular, to thereafter be identified as Commercial. At the meeting, the agent for the owner and the Planning Commission discussed the feasibility of a zoning change to GC General Commercial as opposed to LI Limited Industrial in order to further their development plans of trade services. It was affirmed that trade services is listed as a Use Permitted by Right, subject to site plan approval, in either district and that GC General Commercial zoning would be consistent with the pending Plan for Future Land Use and Character. The applicant was amenable to a Zoning Change from AG Agricultural to GC General Commercial.

By a vote of 9-0, the Planning Commission recommended approval of a Zoning Change from AG Agricultural to GC General Commercial at its regularly scheduled meeting May 16, 2016.

Subsequently, notice was instantly published in a paper of general circulation (*Neb. Rev. Stat. § 19-904*), and sent to all property owners within 300 feet (*Neb. Rev. Stat. § 19-905*) regarding the change in Zoning Change request.

**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: 5/13/2016

**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 361 W COUNTY ROAD T, FROM AG AGRICULTURAL TO GC GENERAL COMMERCIAL; 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 AG Agricultural; and

**WHEREAS**, the owner originally requested zoning district designation of LI Limited Industrial but such district classification is not consistent with the pending Future Land Use Plan; and

**WHEREAS**, a public hearing on the proposed Zoning Change was held by the Planning Commission on May 16, 2016, wherein the feasibility of a Zoning Change to GC General Commercial was discussed and amenable to the applicant; and

**WHEREAS**, the Planning Commission, at its regularly scheduled meeting on May 16, 2016, voted unanimously to recommend approval of a Zoning Change from AG Agricultural to GC General Commercial; and

**WHEREAS**, notice, in accordance with Nebraska Revised Statutes § 19-904 and § 19-905, was duly provided to a paper of general circulation and all property owners within 300 feet concerning the change in Zoning Change request; and

**WHEREAS**, a public hearing on the request for Zoning Change from AG Agricultural to GC General Commercial was held by the City Council on May 31, 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 AG Agricultural to GC General Commercial:

LOT 1 AND 2, MENN SUBDIVISION, LOCATED IN SECTIONS 10 AND 11, TOWNSHIP 17 NORTH, RANGE 8 EAST OF THE SIXTH P.M., DODGE COUNTY, NEBRASKA

**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:

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Tyler Ficken, City Clerk

# Staff Report

**TO:** Mayor and City Council  
**FROM:** Troy Anderson, Director of Planning  
**DATE:** May 31, 2016  
**SUBJECT:** Zoning Change – 2284 Morningside Rd.

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**Recommendation:** 1) open the public hearing, 2) receive testimony, 3) close the public hearing, 4) move to introduce the ordinance, and 5) hold first reading.

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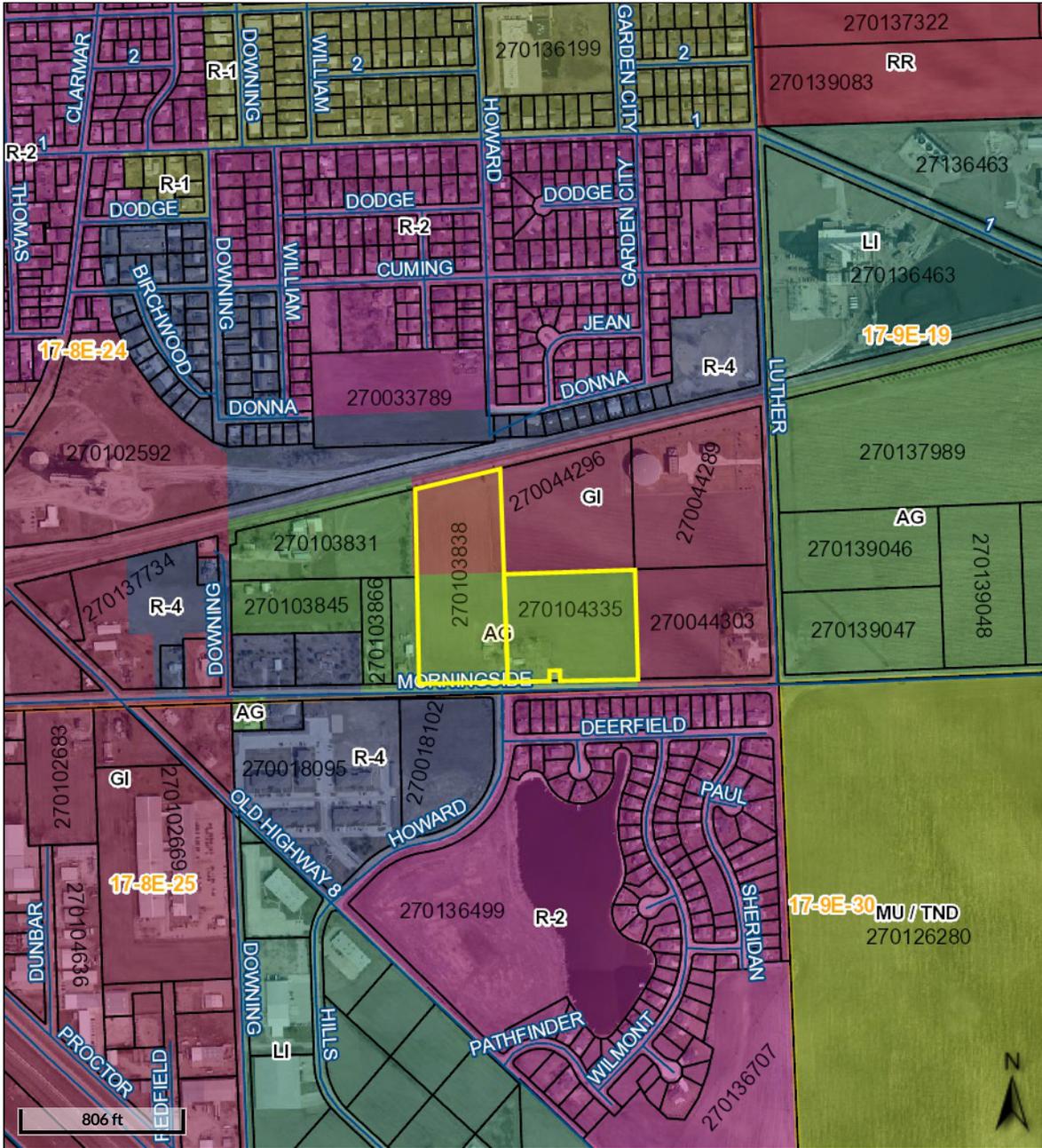
**Background:** The owner of approximately 16.9 acres located at 361 W Co. Rd. T, Lilyan Scheinost, is requesting approval of a zoning change from AG Agricultural and GI General Industrial to LI Limited Industrial. The reason for the request is for conveyance purposes to further development plans of the subject property.

The subject property is located along the north side of E Morningside Rd. between S Downing St. and N Luther Rd. Properties to the north are zoned R-4 High-Density Residential, opposite the Union Pacific Railroad line, and GI General Industrial and are listed as residential and real property uses, respectively; properties immediately east of the subject property are zoned GI General Industrial and are listed as real property uses, properties to the south, opposite E Morningside Rd. are zoned R-4 High-Density Residential and R-2 Moderate Density Residential, and are listed as residential uses; properties to the west are zoned AG Agricultural and are listed as residential uses. The subject property consists of a residential dwelling and various outbuildings and is listed as residential.

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

By a vote of 9-0, the Planning Commission recommended approval of the Zoning Change at its regularly scheduled meeting May 16, 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: 5/13/2016

**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 2284 MORNINGSIDE ROAD, FROM AG AGRICULTURAL AND 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 partly zoned AG Agricultural and partly zoned GI General Industrial; and

**WHEREAS**, the owner desires zoning district designation of LI Limited Industrial; and

**WHEREAS**, a public hearing on the proposed Zoning Change was held by the Planning Commission on May 16, 2016, and subsequently by the City Council on May 31, 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 AG Agricultural to GC General Commercial:

ALL OF LOT 13, OF THE MISSOURI VALLEY LAND COMPANY'S SUBDIVISION, PART OF LOTS 13 AND 17, OF THE IOWA RAIL ROAD LAND COMPANY'S SUBDIVISION, TOGETHER WITH PART OF VACATED HOWARD STREET, AND PART OF A VACATED UNNAMED PUBLIC ROAD LYING NORTH OF SAID LOTS 13 AND 17, ALL LOCATED IN THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 17 NORTH, RANGE 8 EAST OF THE SIXTH P.M., DODGE COUNTY, NEBRASKA BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 13, OF SAID MISSOURI VALLEY LAND COMPANY'S SUBDIVISION; THENCE N89°33'40"W (ASSUMED BEARING) ON THE SOUTH LINE OF SAID LOT 13, A DISTANCE OF 372.00 FEET TO THE SOUTHEAST CORNER OF A PARCEL OF LAND DESCRIBED AND RECORDED IN THE DODGE COUNTY REGISTER OF DEEDS OFFICE IN DEED BOOK 108, PAGE 692; THENCE N00°00'00"E ON THE EAST LINE OF SAID PARCEL, A DISTANCE OF 83.00 FEET TO THE NORTHEAST CORNER OF SAID PARCEL; THENCE N89°33'40"W ON THE NORTH LINE OF SAID PARCEL, A DISTANCE OF 50.00 FEET TO THE NORTHWEST CORNER OF SAID PARCEL; THENCE

S00°00'00"E ON THE WEST LINE OF SAID PARCEL, A DISTANCE OF 83.00 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL; THENCE N89°33'40"W ON THE SOUTH LINE OF SAID LOT 13, A DISTANCE OF 199.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 13; THENCE N00°17'55"E ON THE WEST LINE OF SAID LOT 13, A DISTANCE OF 33.00 FEET TO A POINT OF INTERSECTION WITH THE EASTERLY EXTENSION OF THE SOUTH LINE OF LOT 17, OF SAID IOWA RAIL ROAD LAND COMPANYS SUBDIVISION; THENCE N89°33'40"W ON SAID SOUTH LINE AND ITS EASTERLY EXTENSION, A DISTANCE OF 438.78 FEET TO THE SOUTHWEST CORNER OF A PARCEL OF LAND DESCRIBED AND RECORDED IN THE DODGE COUNTY REGISTER OF DEEDS OFFICE IN DEED BOOK 83, PAGE 434; THENCE N00°17'51"E ON THE WEST LINE OF SAID PARCEL AND ITS NORTHERLY EXTENSION, A DISTANCE OF 915.64 FEET TO A POINT OF THE SOUTH LINE OF THE UNION PACIFIC RAILROAD RIGHT-OF-WAY; THENCE N78°45'59"E ON SAID SOUTH LINE, A DISTANCE OF 414.16 FEET TO A POINT ON THE CENTERLINE OF SAID VACATED HOWARD STREET; THENCE S00°17'55"W ON SAID CENTERLINE, A DISTANCE OF 496.32 FEET TO A POINT OF INTERSECTION WITH THE WESTERLY EXTENSION OF THE NORTH LINE OF LOT 13, OF SAID MISSOURI VALLEY LAND COMPANYS SUBDIVISION; THENCE S89°42'31"E ON SAID NORTH LINE AND ITS WESTERLY EXTENSION, A DISTANCE OF 654.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 13; THENCE S00°17'55"W ON THE EAST LINE OF SAID LOT 13, A DISTANCE OF 537.80 FEET TO THE POINT OF BEGINNING, CONTAINING 16.86 ACRES MORE OR LESS.

**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\_\_\_\_.**

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Scott Getzschman, Mayor

ATTEST:

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Tyler Ficken, City Clerk

## Staff Report

**TO:** Mayor and City Council  
**FROM:** Don Simon, Chief Building Inspector  
**DATE:** May 31, 2016  
**SUBJECT:** Municipal Code Amendment – Building Codes

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**Recommendation:** 1) open the public hearing, 2) receive testimony, 3) close the public hearing, 4) move to introduce the ordinance, 5) hold first reading, 6) move to suspend the rules and place on final reading, 7) hold final reading, and 8) vote on ordinance.

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**Background:** After meeting with the Building Code Advisory and Appeals Board the following items were voted on and changes are being made to the Municipal Code Chapter 9 Building Regulations. 1. Under stair protection was added back into our codes after being deleted in the 2012 IRC. 2. A clarification to only one layer of roof coverings. 3. A Water Conditioning Contractor/Installer Registration was added back in, it was in the previous ordinance. The 4<sup>th</sup> item was brought to our attention by the State Electrical Board via a complaint, due to the fact the State already issue a license, and not to double license an electrician, the word license was replaced with the word registration throughout the code. All future wording will be called a Registration in lieu of the word Licensing. All future literature and correspondence will be changed. Example being a “Master Electrical Registration” in lieu of a “Master Electrical License”. All fees remain the same.

**Fiscal Impact:** N/A

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF FREMONT, NEBRASKA, AMENDING CHAPTER 9 OF THE FREMONT MUNICIPAL CODE REGULATING AND GOVERNING THE CONDITIONS AND MAINTENANCE OF ALL PROPERTY, BUILDINGS AND STRUCTURES; 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. MUNICIPAL CODE AMENDMENT.** That Fremont Municipal Code (FMC) Chapter 9 Building Regulations is hereby amended as follows:

Amend § 9-402, by adding a local amendment to read as follows:

**Add Section R311.5.2 Under stair protection to read as follows:**

R311.5.2 Under stair protection. Enclosed accessible space under stairs shall have walls, under stair surface and any soffits protected on the enclosed side with ½-inch (13 mm) gypsum board.

Amend § 9-402, by adding a local amendment to read as follows:

**Section R907.3; amend to read as follows:**

R907.3 Recovering versus replacement. New roof coverings shall not be installed without first removing all existing layers of roof coverings.

**Exceptions:**

1. Complete and separate roofing systems, such as standing-seam metal roof systems, that are designed to transmit the roof loads directly to the building's structural system and that do not rely on existing roofs and roof coverings for support, shall not require the removal of existing roof coverings.
2. Installation of metal panel, metal shingle and concrete and clay tile roof coverings over existing wood shake roofs shall be permitted when the application is in accordance with Section R907.4.
3. The application of new protective coating over existing spray polyurethane foam roofing systems shall be permitted without tear-off of existing roof coverings.

4. Where the existing roof assembly includes an ice barrier membrane that is adhered to the roof deck, the existing ice barrier membrane shall be permitted to remain in place and covered with an additional layer of ice barrier membrane in accordance with Section R905.

Amend Article 12 to read as follows:

Article 12. To Whom Permits May Be Issued

§9-1201. Permit Issuance.

- A. Reserved.
- B. Electrical, Mechanical, and Plumbing Codes. No permit shall be issued to any person to do or cause to be done any work regulated by electrical, mechanical, plumbing or fuel gas codes, except to a person holding a valid, unexpired and unrevoked Master [~~License~~Registration, issued by the City, as more fully described herein.

Exception:

- 1. Any homeowner may install electrical wiring (not including electrical service equipment or electrical wiring associated with spas, hot tubs, underground swimming pools, or pools used for therapeutic use), heating or air conditioning equipment, and plumbing fixtures or water conditioning appurtenances in a single family residence which is owned and occupied by the individual performing the work. The homeowner shall own both the single family residence and the land or property that the residence is located on. All work shall be for the personal enjoyment of the homeowner without compensation or pay from or to any other person for such labor or installation. The homeowner shall be required to file plans, apply for and secure a permit, pay applicable fees, and call for inspection - such installation being compliant with the requirements of this code. Nothing herein shall be construed to authorize the homeowner to perform similar work on property not owned and occupied by the homeowner for which a [~~license~~registration is otherwise required.
- 2. The installation, repair, replacement, relocation, or removal of water conditioning appliances, including piping to hot and cold water lines and drains for such purposes, in whole or in part.
- C. Onsite Wastewater Treatment Systems. No permit shall be issued to any person to do or cause to be done any work regulated by the state of Nebraska or any of these codes pertaining to onsite wastewater treatment systems, in whole or in part, except to a person holding a valid, unexpired and unrevoked Onsite Wastewater Treatment Professional

~~{License}~~**Registration**, issued by the City, as more fully described herein.

- D. **Water Conditioning Systems. No permit shall be issued to any person to do or cause to be done any work incidental to complete the installation, repair, replacement, relocation, or removal of water conditioning appliances, including piping to hot and cold water lines and drains for such purposes, in whole or in part, except to a person holding a valid, unexpired and unrevoked Water Conditioning Contractor/Installer Registration, issued by the City as more fully described herein.**

§9-1202. ~~{Licensing}~~**Registration**

- A. Reserved.
- B. **Master ~~{License}~~Registration.** A Master ~~{License}~~**Registration** may be issued to an electrician, mechanic (including heating, ventilation and air conditioning (HVAC) technicians), steamfitter, pipefitter, or plumber engaged in the business of and skilled in the planning, superintending and practical installation of electrical, mechanical, plumbing, fuel gas or onsite wastewater treatment systems and who is familiar with the ordinances and regulations governing the same as regulated by this code.

No person shall engage in the electrical, mechanical, steam-fitting, pipefitting, plumbing business, erection, installation, construction, alteration, relocation, replacement, repair, maintenance, removal or demolition of any electrical, mechanical, or plumbing system, in whole or in part, as may be regulated by this code and for which a permit is required, within the City and its 2 mile extraterritorial jurisdiction without having first obtained a Master ~~{License}~~**Registration**. In order to obtain a Master ~~{License}~~**Registration** from the City an individual shall complete an application form – said form made available by the office of the code official – and provide evidence of passed examination (for which a ~~{license}~~**registration** is sought) as further described herein, and provide a copy of a certificate of liability insurance in accordance with Section 9-1204.

- C. **Journeyman ~~{License}~~Registration:** A Journeyman ~~{License}~~**Registration** may be issued to an electrician, mechanic (including heating, ventilation and air conditioning (HVAC) technicians), steamfitter, pipefitter, or plumber having the necessary qualifications, training, experience, and technical knowledge to erect, install, construct, alter, relocate, replace, repair, maintain, remove or demolish any electrical, mechanical, or plumbing equipment regulated by this code.

No person shall engage in the electrical, mechanical, steam-fitting, pipefitting, plumbing business, erection, installation, construction, alteration, relocation, replacement, repair, maintenance, removal

or demolition of any electrical, mechanical, or plumbing system, in whole or in part, as may be regulated by this code and for which a permit is required, within the City and its 2 mile extraterritorial jurisdiction without having first obtained a Journeyman ~~{License}~~**Registration**. In order to obtain a Journeyman ~~{License}~~**Registration** from the City an individual shall complete an application form – said form made available by the office of the code official – and provide evidence of passed examination (for which a ~~{license}~~**registration** is sought) as further described herein, and provide a copy of a certificate of liability insurance in accordance with Section 9-1204.

- D. **Apprentice ~~{License}~~Registration**. An Apprentice ~~{License}~~**Registration** may be issued to an electrician, mechanic (including heating, ventilation and air conditioning (HVAC) technicians), steamfitter, pipefitter, or plumber engaged in learning and assisting in the erection, installation, construction, alteration, relocation, replacement, repair, maintenance, removal or demolition of any electrical, mechanical, or plumbing equipment regulated by this code.

No person shall engage in the electrical, mechanical, steam-fitting, pipefitting, or plumbing business, erection, installation, construction, alteration, relocation, replacement, repair, maintenance, removal or demolition of any electrical, mechanical, or plumbing system, in whole or in part, as may be regulated by this code and for which a permit is required, within the City and its 2 mile extraterritorial jurisdiction except under the personal supervision and direction and in the presence of a duly ~~{licensed}~~**registered** tradesman carrying a valid, unexpired and unrevoked Master ~~{License}~~**Registration** or Journeyman ~~{License}~~**Registration**, for the respective trade.

- E. **Onsite Wastewater Treatment Professionals ~~{License}~~Registration**. An Onsite Wastewater Treatment Professionals ~~{License}~~**Registration** may be issued to an onsite wastewater treatment professional engaged in the business of and skilled in the planning, superintending and practical installation of onsite wastewater treatment systems and who is familiar with the ordinances and regulations governing the same as regulated by the state of Nebraska and this code.

No person shall engage in the onsite wastewater treatment business, installation, construction, alteration, relocation, replacement, repair, maintenance, removal or demolition of any onsite wastewater treatment system, in whole or in part, as may be regulated by the state of Nebraska or any of these codes pertaining to onsite wastewater treatment systems for which a permit is required, within the City and its 2 mile extraterritorial jurisdiction without having first obtained an Onsite Wastewater

Treatment Professionals [~~License~~]**Registration**. In order to obtain an Onsite Wastewater Treatment Professionals [~~License~~]**Registration** from the City an individual shall complete an application form – said form made available by the office of the code official – and provide evidence of passed examination (for which a [~~license~~]**registration** is sought) as further described herein, and provide a copy of a certificate of liability insurance in accordance with Section 9-1204.

F. **Water Conditioning Contractor/Installer Registration. A Water Conditioning Contractor/Installer Registration may be issued to a water conditioning system contractor and/or installer engaged in the business of and skilled in the installation, repair, replacement, relocation, or removal of water conditioning appliances, including piping to hot and cold water lines and drains for such purposes, regulated by this code.**

**No person shall engage in the installation, repair, replacement, relocation, or removal of water conditioning appliances, including piping to hot and cold water lines and drains for such purposes, in whole or in part, as may be regulated by this code and for which a permit is required, within the City and its 2 mile extraterritorial jurisdiction without having first obtained a Water Conditioning Contractor/Installer Registration. In order to obtain a Water Conditioning Contractor/Installer Registration from the City an individual shall complete an application form – said form made available by the office of the code official – and provide evidence of passed examination (for which a registration is sought) as further described herein, and provide a copy of a certificate of liability insurance in accordance with Section 9-1204.**

G. Expiration. [~~Licenses~~]**Registrations** shall expire annually on the anniversary date of the date of issuance. A renewal application must be received by the offices of the code official, along with a renewal fee, no less than 10 days prior to the expiration date in order to avoid work stoppages. Any work performed on an expired [~~license~~]**registration** is considered to be work performed without a [~~license~~]**registration** and is subject to the same penalties as described herein.

§9-1203. Examination.

- A. Electricians. Electricians will have taken - and successfully passed - a written examination given by the Nebraska State Electrical Board or one of its reciprocating agencies.
- B. Mechanics, Steamfitters, and Pipefitters. Mechanics (including heating, ventilation and air conditioning (HVAC) technicians), Steamfitters, and Pipefitters will have taken - and successfully

passed - a written examination administered by the National Inspection Testing and Certification Corporation (NITC) or the Education Testing Service (ETS).

Exception: Mechanics (including heating, ventilation and air conditioning (HVAC) technicians), Steamfitters, and Pipefitters having taken - and successfully passed - a written examination in obtaining a ~~license~~registration from another Nebraska municipality having similar examination procedures, may provide a copy of such valid, unexpired and unrevoked ~~license~~registration in lieu of passed examination evidence.

- C. Plumbers. Plumbers will have taken - and successfully passed - a written examination administered by the National Inspection Testing and Certification Corporation (NITC) or Education Testing Service (ETS).

Exception: Plumbers having taken - and successfully passed - a written examination in obtaining a ~~license~~registration from another Nebraska municipality having similar examination procedures, may provide a copy of such valid, unexpired and unrevoked ~~license~~registration in lieu of passed examination evidence.

- D. Onsite Wastewater Treatment Professionals. Onsite Wastewater Treatment Professionals will have taken - and successfully passed - a written examination administered by the State of Nebraska Department of Environmental Quality (NDEQ).

- E. **Water Conditioning Contractor/Installer. Water Conditioning Contractor/Installer will have taken – and successfully passed – a written examination administered by the code official.**

**Exception: Water Conditioning Contractor/Installer having taken – and successfully passed – a written examination in obtaining registration from another Nebraska municipality having similar examination procedures, may provide a copy of such valid, unexpired and unrevoked registration in lieu of passed examination evidence.**

§9-1204. Liability Insurance. Before any ~~license~~registration may be issued, an unexpired certificate of liability insurance in an amount of no less than \$1,000,000, with the City being named as additionally insured, shall be filed with the City. The certificate shall remain unexpired as long as the applicant maintains a ~~license~~registration and the certificate shall state that the applicant shall indemnify and hold harmless the City, and shall indemnify and person from all damages caused by any neglect arising from a failure to protect any work and that such applicant shall be governed by the rules and requirements provided by this code and which may be hereafter adopted by the City. Such policy of insurance shall provide that it cannot be canceled until ten (10) days written notice of such cancellation has been filed with the City. Cancellation or termination of any insurance policy issued for or in compliance with the provision

hereof shall automatically terminate any ~~{license}~~**registration**, unless another policy complying with the provisions herein shall be provided and in full force and effect at the time such a cancellation or termination becomes effective.

Amend Appendix A as follows:

~~{License}~~**Registration** Fees: All tradesmen engaged in the electrical, mechanical, or plumbing contracting business, erection, installation, construction, alteration, relocation, replacement, repair, maintenance, removal or demolition of any electrical, mechanical, or plumbing system, in whole or in part, are required to obtain an occupational ~~{license}~~**Registration** and pay a fee as follows:

<del>{LICENSE}</del> <b>REGISTRATION</b>	FEE
Master <del>{License}</del> <b>Registration</b>	\$75.00
Master Examination*	\$275.00
Journeyman <del>{License}</del> <b>Registration</b>	\$30.00
Journeyman Examination*	\$275.00
Apprentice <del>{License}</del> <b>Registration</b>	\$30.00
Onsite Wastewater Treatment <del>{Contractor/Installer}</del> <b>Professional Registration</b>	\$75.00
<b>Water Conditioning Registration</b>	<b>\$30.00</b>
Renewal Fee	\$30.00

\* For examinations administered by the City. All other examination fees shall be paid directly to the proctor.

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\_\_\_\_\_.

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Scott Getzschman, Mayor

ATTEST:

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Tyler Ficken, City Clerk

## CITY COUNCIL MEETING

May 10, 2016

7:00 p.m.

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

Public Hearing on Resolution for application of Moonshine Hole LLC for addition to liquor license. Mayor Getzschman opened the public hearing. Mayor Getzschman closed the public hearing with no comments from the public being made.

Resolution 2016-075 to approve application of Moonshine Hole LLC for addition to liquor license. Council member Kuhns moved, seconded by Councilmember Johnson to approve the resolution with the recommendation to approve the application as presented. Roll call vote. Bixby, Legband, Landholm, Schaller, Johnson, Kuhns, and Anderson voting Aye. 7 Ayes. Motion carried

Public Hearing on Nebraska Department of Economic Development Community Development Block Grant (CDBG) 13-CR-003. Mayor Getzschman opened the public hearing. Office Services Associate Jean Kaup Van Iperen reported that this CDBG grant is a housing grant in the amount of \$165,000 and funded the rehabilitation of three single family units, and two rental units; the City match included utility improvements; the project was extended twice, and received twenty applications for single family, and eight applications for rental units. Mayor Getzschman closed the public hearing.

Public Hearing on Nebraska Department of Economic Development Community Development Block Grant (CDBG) 13-CR-103. Office Services Associate Jean Kaup Van Iperen reported that this CDBG grant is in the amount of \$322,200 and funded 547 ADA ramps in the community; \$68,796.73 will be de-obligated because the project has no more ramps scheduled in the target area. Councilman Legband inquired whether not spending the allocated dollars would harm the City in the future. Ms. Kaup Van Iperen reported that it would not because all projects were completed and projects were under budget. Mayor Getzschman opened the public hearing. Mayor Getzschman closed the public hearing.

Public Hearing on Nebraska Department of Economic Development Community Development Block Grant (CDBG) 14-CR-003. Mayor Getzschman opened the public hearing. Office Services Associate Jean Kaup Van Iperen reported that this CDBG grant is a housing grant in the amount of \$124,000 the project funded two single family projects, and two rental rehabs; the match included street reconstruction, and total expended funds were \$242,000. Mayor Getzschman closed the public hearing.

Public Hearing on Nebraska Department of Economic Development Community Development Block Grant (CDBG) 14-CR-103. Mayor Getzschman opened the public hearing. Office Services Associate Jean Kaup Van Iperen reported this item is an infrastructure grant, and the City was awarded \$185,000 which and was used for 6<sup>th</sup> street repairs to include stormwater improvements; the match included funding and staff time; \$12,000 was saved by utilizing City staff. Mayor Getzschman closed the public hearing.

Moved by Council Member Johnson seconded by Council Member Schaller to approve items 9 through 22, and remove item 23 from the consent agenda. Roll Call Vote. Council Members Bixby, Legband, Landholm, Johnson, Kuhns, Schaller, and Anderson voting Aye. 7 Ayes. Motion carried.

9. Dispense with and approve April 26, 2016 minutes
10. Report of the Treasury – April
11. Year to Date Financial Report
12. Resolution to allow consumption of alcohol on City property
13. Consideration of Cement/Asphalt/Excavation license applications
14. Resolution ENOA *contract for the 2016-2017 year*
15. Approval of April 27 through May 10, 2016 claims
16. Resolution to award One (1) Tracked Man Lift
17. Resolution to approve MainStreet of Fremont – Ilgenfritz parking lot closure request
18. Approve the recommendation of the Mayor to appoint Rol Horeis to a term on Planning Commission ending April 2019
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
20. Approve the recommendation of the Mayor to appoint Brian Wiese to a term on Planning Commission ending April 2019
21. Resolution to award One (1) Compact Crawler Boom Lift (Backyard Machine)
22. Resolution for closure of various streets for John C. Fremont Days

Resolution for petition to change boundaries. Moved by Council Member Johnson seconded by Council Member Legband to receive into the record Laura Krebsbach's report titled "Submission of Objection and Formal Document for the Record". Roll call vote. Bixby, Legband, Landholm, Schaller, Johnson, Kuhns, and Anderson voting Aye. 7 Ayes. Motion carried. Council member Kuhns moved, seconded by Councilmember Johnson to approve Resolution 2016-081 regarding petition to change boundaries. Roll call vote. Bixby, Legband, Landholm, Schaller, Johnson, Kuhns, and Anderson voting Aye. 7 Ayes. Motion carried.

Second Reading of Ordinance for Zoning Change at 3000 N. Co. Rd. 20. The City Clerk gave second reading of Ordinance for Zoning Change at 3000 N. Co. Rd. 20 by title.

Second Reading of Ordinance for Zoning Ordinance Amendment – Crop Production Definition. The City Clerk gave second reading of Ordinance for Zoning Ordinance Amendment – Crop Production Definition by title.

Second Reading of Ordinance related the construction of sidewalks Municipal Code Chapter 8, Section 8-413. The City Clerk gave second reading of Ordinance related the construction of sidewalks Municipal Code Chapter 8, Section 8-413 by title.

Resolution to Award Contract to Sawyer Construction for North Hancock Street Reconstruction. Council member Johnson moved, seconded by Councilmember Legband to approve Resolution 2016-082. Roll call vote. Bixby, Legband, Landholm, Johnson, Kuhns, and Anderson voting Aye. Schaller voting Nay. 6 Ayes. Motion carried.

Ordinance to amend Subdivision Ordinance related to providing for drainage of subdivision lots. Council Member Bixby moved, seconded by Council Member Schaller to continue the introduction of the Ordinance. Roll call vote. Bixby, Legband, Landholm, Schaller, Johnson, Kuhns, and Anderson voting Aye. 7 Ayes. Motion carried.

Resolution for YMCA continued development Council Member Kuhns moved, seconded by Council Member Legband to continue the introduction of the Ordinance. Roll call vote. Bixby,

Legband, Landholm, Schaller, Johnson, Kuhns, and Anderson voting Aye. 7 Ayes. Motion carried.

Executive Session to discuss litigation. Moved by Council Member Kuhns, seconded by Council Member Johnson to go into executive session for the purpose of discussing a strategy with respect to threatened litigation and for the further reason that the executive session is necessary for the protection of the public interest. The Mayor stated a motion had been made and seconded to go into executive session for the purpose of discussing a strategy session with respect to threatened litigation and for the further reason that the executive session is necessary for the protection of the public interest and asked for discussion. There being none, the Mayor stated the pending motion was to go into executive session for the purpose of discussing a strategy session with respect to threatened litigation and for the further reason that the executive session is necessary for the protection of the public interest. Roll call vote: 7 ayes. Motion carried.

The Mayor stated a motion to go into executive session purpose of discussing a strategy session with respect to threatened litigation and for the further reason that the executive session is necessary for the protection of the public interest had been approved. Discussion will be limited to a strategy session with respect to threatened litigation. No official actions or votes will be taken during the executive session. Time in: 7:40 p.m.

Moved by Council Member Schaller, seconded by Council Member Anderson to come out of executive session. Roll call vote: 7 ayes. Motion carried. Time out: 8:15 p.m.

Moved by Council Member Legband seconded by Council Member Kuhns to adjourn the meeting. Roll call vote: 7 ayes. Motion carried. Meeting adjourned at 8:16 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: TYLER FICKEN, CITY CLERK

DATE: MAY 25, 2016

SUBJECT: CONSUME ALCOHOL

Recommendation: Move to approve Resolution

Background: Per State Statute and City Code consumption of alcohol on public property must be approved by the local government.

#

CITY OF  
**FREMONT**  
NEBRASKA PATHFINDERS

PERMISSION TO CONSUME ALCOHOL ON CITY PROPERTY FORM  
RETURN FORM **IMMEDIATELY** TO THE OFFICE OF THE CITY CLERK.

FAX OR MAIL THE FORM:

CITY CLERK, 400 EAST MILITARY, FREMONT NE 68025 FAX: 402.727.2778

*You cannot consume alcohol on City property without City Council approval. City Council meets the 2<sup>nd</sup> and last Tuesday of every month. Agenda deadline is Thursday before the meeting.*

On behalf of Gina Taylor, I respectfully request permission  
Organization or Individual  
to consume alcohol beverages on 5/13/17 at Christensen Field  
Date Location  
for a wedding  
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 2<sup>nd</sup> 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:

Gina Taylor  
Print Name

Gina Taylor  
Signature

1406 N. Park Ave Fremont, NE 68025  
Address City State & Zip

402-719-8177  
Phone

CITY OF  
**FREMONT**  
NEBRASKA PATHFINDERS

PERMISSION TO CONSUME ALCOHOL ON CITY PROPERTY FORM  
RETURN FORM **IMMEDIATELY** TO THE OFFICE OF THE CITY CLERK.

EMAIL, FAX OR MAIL THE FORM:

CITY CLERK, 400 EAST MILITARY, FREMONT NE 68025 FAX: 402.727.2778  
[KIM.VOLK@FREMONTNE.GOV](mailto:KIM.VOLK@FREMONTNE.GOV) OR [LYNNE.MCINTOSH@FREMONTNE.GOV](mailto:LYNNE.MCINTOSH@FREMONTNE.GOV)

*You cannot consume alcohol on City property without City Council approval. City Council meets the 2<sup>nd</sup> and last Tuesday of every month. Agenda deadline is Thursday before the meeting.*

On behalf of Kim Beam, I respectfully request permission  
Organization or Individual  
to consume alcohol beverages on 7/30/2016 at City Auditorium  
Date Location  
for a Wedding  
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 and the Nebraska Liquor Control Commission. 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.

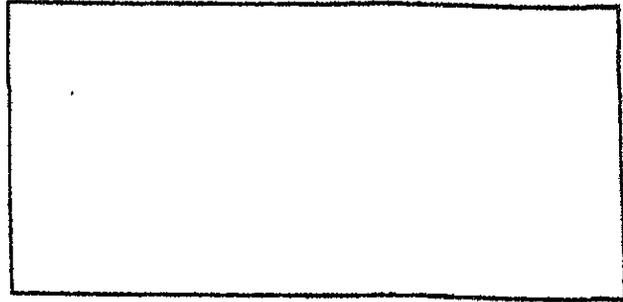
**I have read and understand the printed requirements for the facility that I have indicated above:**

Kim Beam  
Print Name  
1150 N. Ridge Rd. Dr.  
Address City State & Zip

Kim Beam  
Signature  
402-721-2906  
Phone

**APPLICATION FOR SPECIAL DESIGNATED 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.ne.gov/



RECEIVED  
MAY 24 2016

BY: *Tyler [Signature]*

DO YOU NEED POSTERS? YES  NO

RETAIL LICENSE HOLDERS

NON PROFIT APPLICANTS

Non Profit Status (check one that best applies)

Municipal  Political  Fine Arts  Fraternal  Religious  Charitable  Public Service

**COMPLETE ALL QUESTIONS**

1. Type of alcohol to be served and/or consumed: Beer  Wine  Distilled Spirits

2. Liquor license number and class (i.e. C-55441) (If you're a nonprofit organization leave blank) LK43172

3. Licensee name (last, first, corporate name or limited liability company (LLC) name (As it reads on your liquor license)

NAME: Desauce Developments (Waxen Windmill) Inspiro

ADDRESS: 1155 So Broad

CITY Fremont ZIP 68025

4. Location where event will be held; name, address, city, county, zip code

BUILDING NAME City Auditorium

ADDRESS: 925 N. Broad CITY Fremont

ZIP 68025 COUNTY and COUNTY# #5 Dodge

a. Is this location within the city/village limits? YES  NO

b. Is this location within the 150' of church, school, hospital or home for aged/indigent or for veterans and/or wives? YES  NO

c. Is this location within 300' of any university or college campus? YES  NO

5. Date(s) and Time(s) of event (no more than six (6) consecutive days on one application)

Date <u>July 30<sup>th</sup> 2014</u>	Date	Date	Date	Date	Date
Hours From <u>8:00 AM</u>	Hours From	Hours From	Hours From	Hours From	Hours From
To <u>1:00 AM</u>	To	To	To	To	To

a. Alternate date: \_\_\_\_\_

b. Alternate location: \_\_\_\_\_  
(Alternate date or location must be specified in local approval)

6. Indicate type of activity to be carried on during event:

- Dance  
  Reception  
  Fund Raiser  
  Beer Garden  
  Sampling/Tasting  
 Other \_\_\_\_\_

7. Description of area to be licensed  
 Inside building, dimensions of area to be covered **IN FEET** 84' x 100'  
(not square feet or acres)

\*Outdoor area dimensions of area to be covered **IN FEET** \_\_\_\_\_ x \_\_\_\_\_

\***SKETCH OF OUTDOOR AREA** (or attach copy of sketch)

If outdoor area, how will premises be enclosed?

- Fence; snow fence  chain link  cattle panel  other \_\_\_\_\_  
 Tent

8. How many attendees do you expect at event? 200+

9. If over 150 attendees. Indicate the steps that will be taken to prevent underage persons from obtaining alcohol beverages. (Attach separate sheet if needed)

Security    wrist bands    special cups

10. Will premises to be covered by license comply with all Nebraska sanitation laws? YES  NO

a. Are there separate toilets for both men and women? YES  NO

11. Retailer: Will you be purchasing your alcohol from a wholesaler? YES  NO   
Non-Profit: Where will you be purchasing your alcohol?

Wholesaler  Retailer  Both  BYO   
(includes wineries)

12. Will there be any games of chance operating during the event? YES  NO

If so, describe activity \_\_\_\_\_

NOTE: Only games of chance approved by the Department of Revenue, Charitable Gaming Division are permitted. All other forms of gambling are prohibited by State Law. There are no exceptions for Non Profit Organizations or any events raising funds for a charity. This is only an application for a Special Designated License under the Liquor Control Act and is not a gambling permit application.

13. Any other information or requests for exemptions: \_\_\_\_\_

14. Name and telephone number/cell phone number of immediate supervisor. This person will be at the location of the event when it occurs, able to answer any questions from Commission and/or law enforcement before and during the event, and who will be responsible for ensuring that any applicable laws, ordinances, rules and regulations are adhered to. **PLEASE PRINT LEGIBLY**

Print name of Event Supervisor Tia Mentzer

Signature of Event Supervisor *Tia Mentzer*

Phone of Event Supervisor: Before 402 719-4248 During Game

Consent of Authorized Representative/Applicant

15. I declare that I am the authorized representative of the above named license applicant and that the statements made on this application are true to the best of my knowledge and belief. I also consent to an investigation of my background including all records of every kind including police records. I agree to waive any rights or causes of action against the Nebraska Liquor Control Commission, the Nebraska State Patrol or any other individual releasing said information to the Liquor Control Commission or the Nebraska State Patrol. I further declare that the license applied for will not be used by any other person, group, organization or corporation for profit or not for profit and that the event will be supervised by persons directly responsible to the holder of this Special Designated License.

sign here *Tia Mentzer* Catering Manager 5-24-14  
Authorized Representative/Applicant Title Date  
Tia Mentzer  
Print Name

This individual must be listed on the application as an officer or stockholder unless a letter has been filed appointing an individual as the catering manager allowing them to sign all SDL applications.

The law requires that no special designated license provided for by this section shall be issued by the Commission without the approval of the local governing body. For the purposes of this section, the local governing body shall be the city or village within which the particular place for which the special designated license is requested is located, or if such place is not within the corporate limits of a city or village, then the local governing body shall be the county within which the place for which the special designated license is requested is located.

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>
Gina Taylor	5-13-2017	Wedding	Christensen Field
Kim Beam	7-30-2016	Wedding	City Auditorium

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 25, 2016

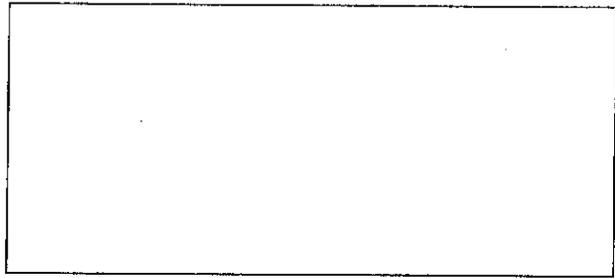
SUBJECT: SPECIAL DESIGNATED PERMIT

Recommendation: Move to approve Resolution

Background: Events will be monitored for compliance with all rules and regulations.

**APPLICATION FOR SPECIAL DESIGNATED 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/](http://www.lcc.nebraska.gov/)  
Email Applications: michelle.porter@nebraska.gov



DO YOU NEED POSTERS? YES \_\_\_ NO

**NON PROFIT APPLICANTS**  
(Check one that best applies)

Municipal \_\_\_ Political \_\_\_ Fine Arts \_\_\_ Fraternal \_\_\_ Religious \_\_\_ Charitable \_\_\_ Public Service

**LIQUOR LICENSE HOLDERS**

Liquor license number and class (i.e. C-55441)

CK/25157

**COMPLETE ALL QUESTIONS**

1. Type of alcohol to be served and/or consumed: Beer  Wine  Distilled Spirits

2. Licensee name (last, first,), corporate name or limited liability company (LLC) name  
(As it reads on your liquor license)

NAME: Merry Martini Lounge

ADDRESS: 739 3rd St.

CITY Dodge ZIP 68633

3. Location where event will be held; name, address, city, county, zip code

BUILDING NAME Christensen Field

ADDRESS: 1710 W. 16th St. CITY Fremont

ZIP 68025 COUNTY and COUNTY # Dodge #5

a. Is this location within the city/village limits? YES  NO \_\_\_

b. Is this location within the 150' of church, school, hospital or home for aged/indigent or for veterans and/or wives? YES \_\_\_ NO

c. Is this location within 300' of any university or college campus? YES \_\_\_ NO

4. Date(s) and Time(s) of event (no more than six (6) consecutive days on one application)

Date <u>7-16-16</u>	Date	Date	Date	Date	Date
<u>Hours</u> From <u>5:00</u>	<u>Hours</u> From	<u>Hours</u> From	<u>Hours</u> From	<u>Hours</u> From	<u>Hours</u> From
To <u>12:00</u>	To	To	To	To	To

a. Alternate date: \_\_\_\_\_

b. Alternate location: \_\_\_\_\_  
(Alternate date or location must be specified in local approval)

5. Indicate type of activity to be carried on during event:

Dance  Reception  Fund Raiser \_\_\_ Beer Garden \_\_\_ Sampling/Tasting \_\_\_

Other \_\_\_\_\_

6. Description of area to be licensed

Inside building, dimensions of area to be covered IN FEET 150' x 120'  
(not square feet or acres)

\*Outdoor area dimensions of area to be covered IN FEET \_\_\_\_\_ x \_\_\_\_\_

\*SKETCH OF OUTDOOR AREA (or attach copy of sketch) (sample sketch)

If outdoor area, how will premises be enclosed?

\_\_\_ Fence; \_\_\_ snow fence \_\_\_ chain link \_\_\_ cattle panel  
\_\_\_ other \_\_\_\_\_

\_\_\_ Tent

7. How many attendees do you expect at event? 400

8. If over 150 attendees. Indicate the steps that will be taken to prevent underage persons from obtaining alcohol beverages. (Attach separate sheet if needed)

They are supplying their own security

9. Will premises to be covered by license comply with all Nebraska sanitation laws? YES  NO

a. Are there separate toilets for both men and women? YES  NO

10. Where will you be purchasing your alcohol?

Wholesaler  Retailer \_\_\_\_\_ Both \_\_\_\_\_ BYO \_\_\_\_\_  
(includes wineries)

11. Will there be any games of chance operating during the event? YES  NO

If so, describe activity \_\_\_\_\_

NOTE: Only games of chance approved by the Department of Revenue, Charitable Gaming Division are permitted. All other forms of gambling are prohibited by State Law: There are no exceptions for Non Profit Organizations or any events raising funds for a charity. This is only an application for a Special Designated License under the Liquor Control Act and is not a gambling permit application.

12. Any other information or requests for exemptions: \_\_\_\_\_

13. Name and telephone number/cell phone number of immediate supervisor. This person will be at the location of the event when it occurs, able to answer any questions from Commission and/or law enforcement before and during the event, and who will be responsible for ensuring that any applicable laws, ordinances, rules and regulations are adhered to. PLEASE PRINT LEGIBLY

Print name of Event Supervisor Shirley Spenner

Signature of Event Supervisor Shirley Spenner

Event Supervisor phone: Before 402-640-8170 During 402-640-8170  
Email address \_\_\_\_\_

Consent of Authorized Representative/Applicant

14. I declare that I am the authorized representative of the above named license applicant and that the statements made on this application are true to the best of my knowledge and belief. I also consent to an investigation of my background including all records of every kind including police records. I agree to waive any rights or causes of action against the Nebraska Liquor Control Commission, the Nebraska State Patrol or any other individual releasing said information to the Liquor Control Commission or the Nebraska State Patrol. I further declare that the license applied for will not be used by any other person, group, organization or corporation for profit or not for profit and that the event will be supervised by persons directly responsible to the holder of this Special Designated License.

sign here David Brester Owner 5-20-16  
Authorized Representative/Applicant Title Date

David Brester  
Print Name

This individual must be listed on the application as an officer or stockholder unless a letter has been filed appointing an individual as the catering manager allowing them to sign all SDL applications.

The law requires that no special designated license provided for by this section shall be issued by the Commission without the approval of the local governing body. For the purposes of this section, the local governing body shall be the city or village within which the particular place for which the special designated license is requested is located, or if such place is not within the corporate limits of a city or village, then the local governing body shall be the county within which the place for which the special designated license is requested is located.

Nebraska Liquor Control Commission:

Our policy at wedding receptions, or any other function I have to take care of, is to check identification at the bar if they do not look old enough. This is the same as our policy at the lounge.

We also have security guards at the front and back entrances to check inside and outside for anyone leaving with an open container.

I also have two or three bartenders working so they can also check inside at all times.

Thank you.

Sincerely,

A handwritten signature in cursive script that reads "David Brester".

David Brester  
Merry Martini Lounge, Owner

**APPLICATION FOR SPECIAL DESIGNATED 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/](http://www.lcc.nebraska.gov/)  
Email Applications: [michelle.porter@nebraska.gov](mailto:michelle.porter@nebraska.gov)

DO YOU NEED POSTERS? YES  NO

**NON PROFIT APPLICANTS**  
(Check one that best applies)

Municipal  Political  Fine Arts  Fraternal  Religious  Charitable  Public Service

**LIQUOR LICENSE HOLDERS**

Liquor license number and class (i.e. C-055441)

**COMPLETE ALL QUESTIONS**

1. Type of alcohol to be served and/or consumed: Beer  Wine  Distilled Spirits

2. Licensee name (last, first, ), corporate name or limited liability company (LLC) name  
(As it reads on your liquor license)

NAME: John C. Fremont Days, Inc.

ADDRESS: PO Box 966 218 E 4th Street, Suite 5

CITY Fremont ZIP 68026

3. Location where event will be held; name, address, city, county, zip code

BUILDING NAME Wolz, Ilgenfritz Lots, 3rd St, 4th St. Park Ave from 3rd - 5th

ADDRESS: 4th and Park Ave CITY Fremont

ZIP 68025 COUNTY and COUNTY # Dodge 5

a. Is this location within the city/village limits? YES  NO

b. Is this location within the 150' of church, school, hospital or home for aged/indigent or for veterans and/or wives? YES  NO

c. Is this location within 300' of any university or college campus? YES  NO



10. Where will you be purchasing your alcohol?

Wholesaler X      Retailer \_\_\_\_\_      Both \_\_\_\_\_      BYO \_\_\_\_\_  
(Includes wineries)

11. Will there be any games of chance operating during the event? YES X NO X

If so, describe activity \_\_\_\_\_

NOTE: Only games of chance approved by the Department of Revenue, Charitable Gaming Division are permitted. All other forms of gambling are prohibited by State Law: There are no exceptions for Non Profit Organizations or any events raising funds for a charity. This is only an application for a Special Designated License under the Liquor Control Act and is not a gambling permit application.

12. Any other information or requests for exemptions: Waive double fencing

13. Name and telephone number/cell phone number of immediate supervisor. This person will be at the location of the event when it occurs, able to answer any questions from Commission and/or law enforcement before and during the event, and who will be responsible for ensuring that any applicable laws, ordinances, rules and regulations are adhered to. **PLEASE PRINT LEGIBLY**

Print name of Event Supervisor: Tamara A Trahan

Signature of Event Supervisor: [Signature]

Event Supervisor phone: Before 402-210-5524 During 402-210-5544  
Email address hatt623@hotmail.com

Consent of Authorized Representative/Applicant

14. I declare that I am the authorized representative of the above named license applicant and that the statements made on this application are true to the best of my knowledge and belief. I also consent to an investigation of my background including all records of every kind including police records. I agree to waive any rights or causes of action against the Nebraska Liquor Control Commission, the Nebraska State Patrol or any other individual releasing said information to the Liquor Control Commission or the Nebraska State Patrol. I further declare that the license applied for will not be used by any other person, group, organization or corporation for profit or not for profit and that the event will be supervised by persons directly responsible to the holder of this Special Designated License.

sign here [Signature]      Executive Director      5-25-16  
Authorized Representative/Applicant      Title      Date  
Jeff Holtman  
Print Name

This individual must be listed on the application as an officer or stockholder unless a letter has been filed appointing an individual as the catering manager allowing them to sign all SDL applications.

The law requires that no special designated license provided for by this section shall be issued by the Commission without the approval of the local governing body. For the purposes of this section, the local governing body shall be the city or village within which the particular place for which the special designated license is requested is located, or if such place is not within the corporate limits of a city or village, then the local governing body shall be the county within which the place for which the special designated license is requested is located.

**This page is required to be completed by Non Profit applicants only.**

**Application for Special Designated License  
Under Nebraska Liquor Control Act  
Affidavit of Non-Profit Status**

I HEREBY DECLARE THAT THE CORPORATION MAKING APPLICATION FOR A SPECIAL DESIGNATED LICENSE UNDER THE NEBRASKA LIQUOR CONTROL ACT IS EITHER A MUNICIPAL CORPORATION, A FINE ARTS MUSEUM INCORPORATED AS A NONPROFIT CORPORATION, A RELIGIOUS NONPROFIT CORPORATION WHICH HAS BEEN EXEMPTED FROM THE PAYMENT OF FEDERAL INCOME TAXES, A POLITICAL ORGANIZATION WHICH HAS BEEN EXEMPTED FROM THE PAYMENT OF FEDERAL INCOME TAXES, OR ANY OTHER NONPROFIT CORPORATION, THE PURPOSE OF WHICH IS FRATERNAL, CHARITABLE, OR PUBLIC SERVICE AND WHICH HAS BEEN EXEMPTED FROM THE PAYMENT OF FEDERAL INCOME TAXES AS PER §53-124.11(1).

AS SIGNATORY I CONSENT TO THE RELEASE OF ANY DOCUMENTS SUPPORTING THIS DECLARATION AND ANY DOCUMENTS SUPPORTING THIS DECLARATION WILL BE PROVIDED TO THE NEBRASKA LIQUOR CONTROL COMMISSION, THE NEBRASKA STATE PATROL OR ANY AGENT OF THE LIQUOR CONTROL COMMISSION IMMEDIATELY UPON DEMAND. I ALSO CONSENT TO THE INVESTIGATION OF THIS CORPORATE ENTITY TO DETERMINE IT'S NONPROFIT STATUS.

I AGREE TO WAIVE ANY RIGHTS OR CAUSES OF ACTION AGAINST THE NEBRASKA LIQUOR CONTROL COMMISSION, THE NEBRASKA STATE PATROL OR ANY PARTY RELEASING INFORMATION TO THE AFOREMENTIONED PARTIES.

John C. Fremont Days, Inc

NAME OF CORPORATION

47-0700572

FEDERAL ID NUMBER

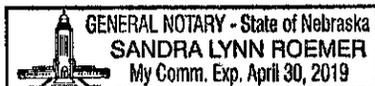


SIGNATURE OF TITLE OF CORPORATE OFFICERS

THE ABOVE INDIVIDUAL STATES THAT THE STATEMENT ABOVE IS TRUE AND CORRECT: IF ANY FALSE STATEMENT IS MADE ON THIS APPLICATION, THE APPLICANT SHALL BE DEEMED GUILTY OF PERJURY AND SUBJECT TO PENALTIES PROVIDED BY LAW. (SEC. §53-131.01) NEBRASKA LIQUOR CONTROL ACT

SUBSCRIBED IN MY PRESENCE AND SWORN TO BEFORE ME THIS 25<sup>th</sup> DAY OF

May, 2016.



  
NOTARY PUBLIC SIGNATURE & SEAL

**Internal Revenue Service**

**Date:** March 15, 2006

**JOHN C FREMONT DAYS INC**  
**PO BOX 966**  
**FREMONT NE 68026-0966 665**

**Department of the Treasury**  
**P. O. Box 2508**  
**Cincinnati, OH 45201**

**Person to Contact:**  
**Ronnie Clemons ID # 31-04020**  
**Customer Service Representative**  
**Toll Free Telephone Number:**  
**877-829-5500**  
**Federal Identification Number:**  
**47-0700572**

Dear Sir or Madam:

This is in response to your request of March 15, 2006, regarding your organization's tax-exempt status.

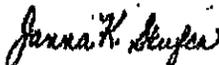
In May 1987 we issued a determination letter that recognized your organization as exempt from federal income tax. Our records indicate that your organization is currently exempt under section 501(c)(3) of the Internal Revenue Code.

Our records indicate that your organization is also classified as a public charity under sections 509(a)(1) and 170(b)(1)(A)(vi) of the Internal Revenue Code.

Our records indicate that contributions to your organization are deductible under section 170 of the Code, and that you are qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Internal Revenue Code.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely,

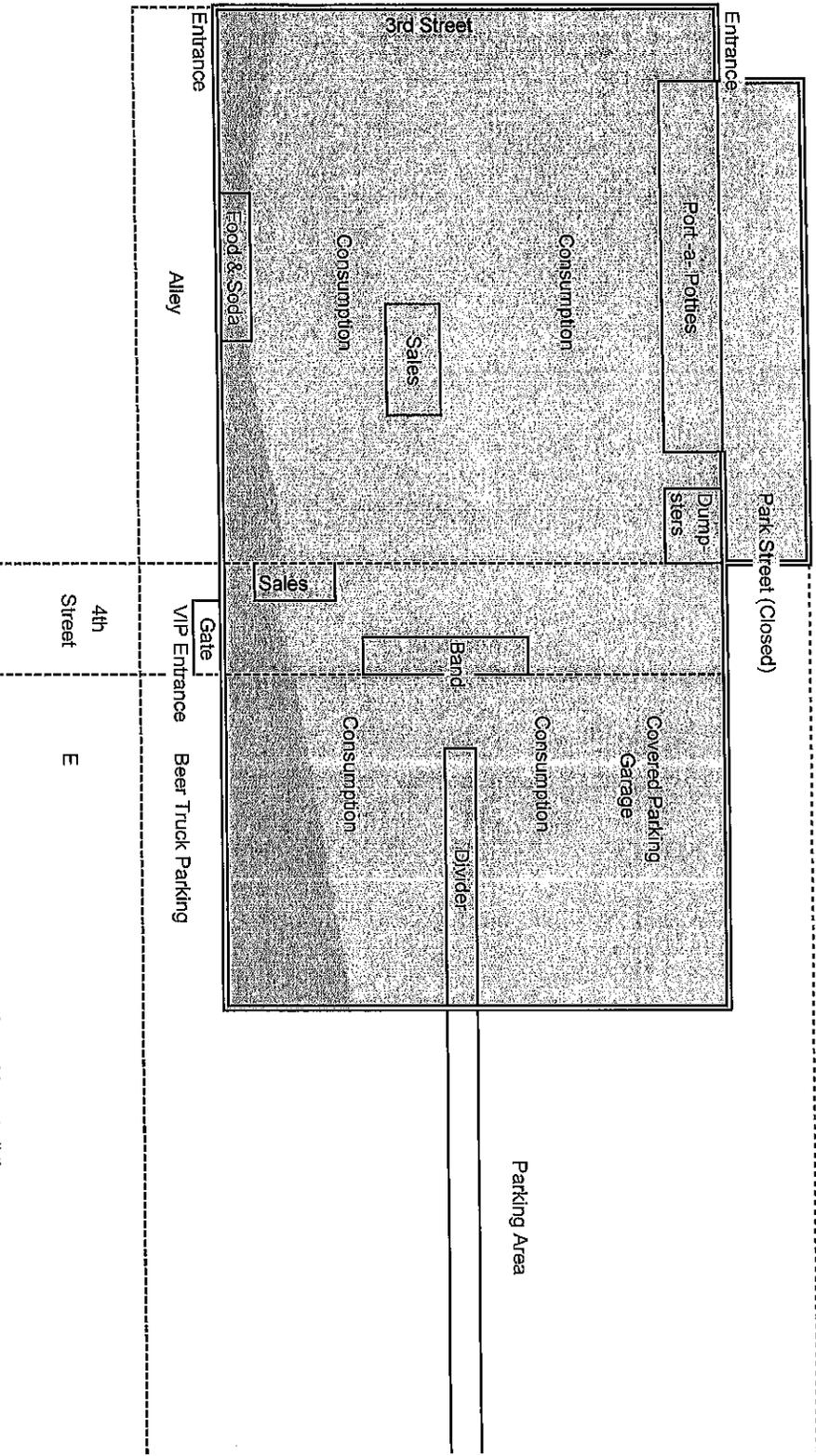


Janna K. Skufca, Director, TE/GE  
Customer Account Services

# John C. Fremont Days Street Dance

Fremont, Nebraska

Street Dance  
W Courthouse



==== = Fence  
 - - - - = Streets

\*\*Security on roof watching at all times  
 Hired security walk inside of fenced area

5th Street North

REQUEST FOR EXEMPTION FOR WAIVER OF DOUBLE FENCING RULE

(MUST BE SENT WITH APPLICATION A MINIMUM OF 30 DAYS PRIOR TO THE DATE OF THE EVENT)

WHY DOUBLE FENCING IS NOT AVAILABLE Only single fencing possible in this paved lot.

Double fencing also restricts access and serving areas

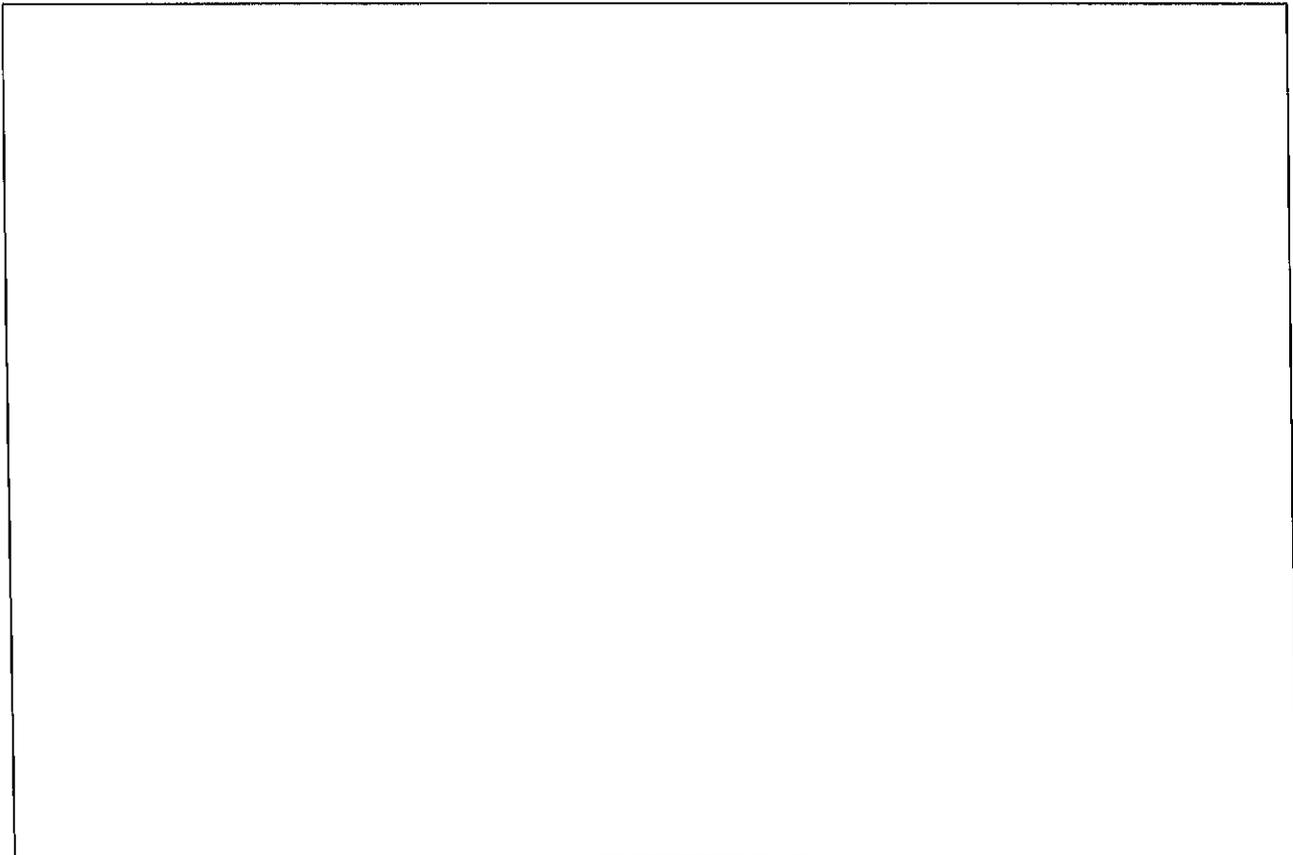
TYPE OF FENCING TO BE USED Snow Fence

HEIGHT OF FENCING TO BE USED 4'

HOW AREA WILL BE PATROLLED Substantial police, paid and volunteer security

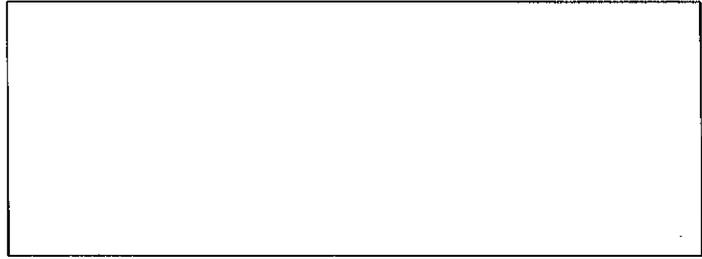
EXPECTED NUMBER OF ATTENDEES 3000

DIAGRAM OF PROPOSED AREA:



## APPLICATION FOR SPECIAL DESIGNATED 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/](http://www.lcc.nebraska.gov/)  
Email Applications: [michelle.porter@nebraska.gov](mailto:michelle.porter@nebraska.gov)



### Special Designated License (SDL) Application Quick Checklist

#### Requirements:

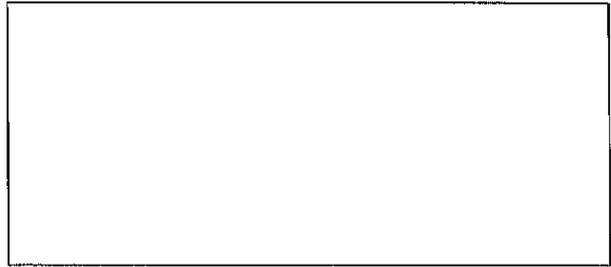
- Application **MUST** include approval from the local governing body (city, village or county clerk of where the event is to be held). Contact this jurisdiction for further requirements. **EFFECTIVE MAY 1, 2015, applications will no longer be accepted without the local approval attached to the application.**
- Only 501c Non-profit organizations or Retail license holders can apply for a Special Designated License. No SDL will be issued to Retail license holders operating under a Temporary Operating Permit (TOP).
- Include \$40 fee for each day/area. Check is payable to the Nebraska Liquor Control Commission (NLCC). If you have a Catering license, there are no fees required. You may also pay online at PAYPORT
- **Applicant** is responsible for all paperwork and fees being sent to the NLCC office before the 10-day deadline. It is not the responsibility of the local governing body to send the application to the NLCC.
- When requesting alternate date(s) and/or location(s), approval from local governing body must include approval for these alternate date(s) and/or locations(s). If requesting sales on Sunday, attach copy of local ordinance or resolution.
- Application must be received in Nebraska Liquor Control Commission (NLCC) office a **MINIMUM** of ten (10) business days prior to date of event (weekends, holidays & date of event are not included in this count). **NO EXCEPTIONS!** \*See the calendar
- When requesting an outdoor area, you must include a box-type diagram of the area to be licensed.
- Non Caterer applicants are only allowed six (6) SDLs per calendar year, this includes consecutive days used on one application (i.e. July 4 – 9 = 6 days).
- Only twelve (12) SDLs will be issued at any specific location that could otherwise hold a liquor license.

#### Non Profit Application **MUST**:

- Include page five (5) of application showing Federal ID number.
- When requesting an exemption from NLCC rules; i.e. waiver of double fencing, request must be received in (NLCC) office a **MINIMUM** of 30 days prior to the date of the event; waiving double fence must complete Form 140.

**APPLICATION FOR SPECIAL DESIGNATED 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/](http://www.lcc.nebraska.gov/)  
Email Applications: [michelle.porter@nebraska.gov](mailto:michelle.porter@nebraska.gov)



DO YOU NEED POSTERS? YES  NO

**NON PROFIT APPLICANTS**

(Check one that best applies)

Municipal  Political  Fine Arts  Fraternal  Religious  Charitable  Public Service

**LIQUOR LICENSE HOLDERS**

Liquor license number and class (i.e. C-055441)



**COMPLETE ALL QUESTIONS**

1. Type of alcohol to be served and/or consumed: Beer  Wine  Distilled Spirits

2. Licensee name (last, first, ), corporate name or limited liability company (LLC) name  
(As it reads on your liquor license)

NAME: John C. Fremont Days, Inc.

ADDRESS: PO Box 966 218 E 4th Street, Suite 5

CITY Fremont ZIP 68026

3. Location where event will be held; name, address, city, county, zip code

BUILDING NAME Christensen Field Outdoor Arena

ADDRESS: 1710 W 16th St CITY Fremont

ZIP 68025 COUNTY and COUNTY # Dodge 5

a. Is this location within the city/village limits? YES  NO

b. Is this location within the 150' of church, school, hospital or home for aged/indigent or for veterans and/or wives? YES  NO

c. Is this location within 300' of any university or college campus? YES  NO



10. Where will you be purchasing your alcohol?

Wholesaler X Retailer \_\_\_\_\_ Both \_\_\_\_\_ BYO \_\_\_\_\_  
(Includes wineries)

11. Will there be any games of chance operating during the event? YES X NO \_\_\_\_\_

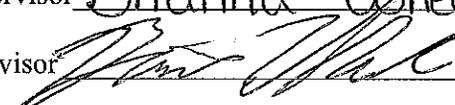
If so, describe activity \_\_\_\_\_

NOTE: Only games of chance approved by the Department of Revenue, Charitable Gaming Division are permitted. All other forms of gambling are prohibited by State Law: There are no exceptions for Non Profit Organizations or any events raising funds for a charity. This is only an application for a Special Designated License under the Liquor Control Act and is not a gambling permit application.

12. Any other information or requests for exemptions: Waive double fencing

13. Name and telephone number/cell phone number of immediate supervisor. This person will be at the location of the event when it occurs, able to answer any questions from Commission and/or law enforcement before and during the event, and who will be responsible for ensuring that any applicable laws, ordinances, rules and regulations are adhered to. PLEASE PRINT LEGIBLY

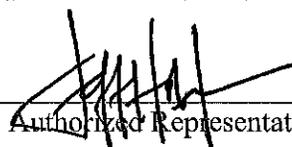
Print name of Event Supervisor Brianna Wheeler

Signature of Event Supervisor 

Event Supervisor phone: Before 712-371-3021 During 712-371-3021  
Email address briwheeler10@gmail.com

Consent of Authorized Representative/Applicant

14. I declare that I am the authorized representative of the above named license applicant and that the statements made on this application are true to the best of my knowledge and belief. I also consent to an investigation of my background including all records of every kind including police records. I agree to waive any rights or causes of action against the Nebraska Liquor Control Commission, the Nebraska State Patrol or any other individual releasing said information to the Liquor Control Commission or the Nebraska State Patrol. I further declare that the license applied for will not be used by any other person, group, organization or corporation for profit or not for profit and that the event will be supervised by persons directly responsible to the holder of this Special Designated License.

sign here  \_\_\_\_\_  
Authorized Representative/Applicant Executive Director 5-25-16  
Title Date  
Jeff Hoffman  
Print Name

This individual must be listed on the application as an officer or stockholder unless a letter has been filed appointing an individual as the catering manager allowing them to sign all SDL applications.

The law requires that no special designated license provided for by this section shall be issued by the Commission without the approval of the local governing body. For the purposes of this section, the local governing body shall be the city or village within which the particular place for which the special designated license is requested is located, or if such place is not within the corporate limits of a city or village, then the local governing body shall be the county within which the place for which the special designated license is requested is located.

**This page is required to be completed by Non Profit applicants only.**

**Application for Special Designated License  
Under Nebraska Liquor Control Act  
Affidavit of Non-Profit Status**

I HEREBY DECLARE THAT THE CORPORATION MAKING APPLICATION FOR A SPECIAL DESIGNATED LICENSE UNDER THE NEBRASKA LIQUOR CONTROL ACT IS EITHER A MUNICIPAL CORPORATION, A FINE ARTS MUSEUM INCORPORATED AS A NONPROFIT CORPORATION, A RELIGIOUS NONPROFIT CORPORATION WHICH HAS BEEN EXEMPTED FROM THE PAYMENT OF FEDERAL INCOME TAXES, A POLITICAL ORGANIZATION WHICH HAS BEEN EXEMPTED FROM THE PAYMENT OF FEDERAL INCOME TAXES, OR ANY OTHER NONPROFIT CORPORATION, THE PURPOSE OF WHICH IS FRATERNAL, CHARITABLE, OR PUBLIC SERVICE AND WHICH HAS BEEN EXEMPTED FROM THE PAYMENT OF FEDERAL INCOME TAXES AS PER §53-124.11(1).

AS SIGNATORY I CONSENT TO THE RELEASE OF ANY DOCUMENTS SUPPORTING THIS DECLARATION AND ANY DOCUMENTS SUPPORTING THIS DECLARATION WILL BE PROVIDED TO THE NEBRASKA LIQUOR CONTROL COMMISSION, THE NEBRASKA STATE PATROL OR ANY AGENT OF THE LIQUOR CONTROL COMMISSION IMMEDIATELY UPON DEMAND. I ALSO CONSENT TO THE INVESTIGATION OF THIS CORPORATE ENTITY TO DETERMINE IT'S NONPROFIT STATUS.

I AGREE TO WAIVE ANY RIGHTS OR CAUSES OF ACTION AGAINST THE NEBRASKA LIQUOR CONTROL COMMISSION, THE NEBRASKA STATE PATROL OR ANY PARTY RELEASING INFORMATION TO THE AFOREMENTIONED PARTIES.

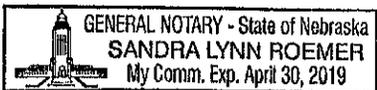
John C Fremont Days  
NAME OF CORPORATION

47-0700572  
FEDERAL ID NUMBER

[Signature]  
SIGNATURE OF TITLE OF CORPORATE OFFICERS

THE ABOVE INDIVIDUAL STATES THAT THE STATEMENT ABOVE IS TRUE AND CORRECT; IF ANY FALSE STATEMENT IS MADE ON THIS APPLICATION, THE APPLICANT SHALL BE DEEMED GUILTY OF PERJURY AND SUBJECT TO PENALTIES PROVIDED BY LAW. (SEC. §53-131.01) NEBRASKA LIQUOR CONTROL ACT

SUBSCRIBED IN MY PRESENCE AND SWORN TO BEFORE ME THIS 25<sup>th</sup> DAY OF May, 2016.



Sandra Lynn Roemer  
NOTARY PUBLIC SIGNATURE & SEAL

**Internal Revenue Service**

Date: March 15, 2006

JOHN C FREMONT DAYS INC  
PO BOX 966  
FREMONT NE 68026-0966 665

Department of the Treasury  
P. O. Box 2508  
Cincinnati, OH 45201

Person to Contact:  
Ronnie Clemons ID # 31-04020  
Customer Service Representative  
Toll Free Telephone Number:  
877-829-5500  
Federal Identification Number:  
47-0700572

Dear Sir or Madam:

This is in response to your request of March 15, 2006, regarding your organization's tax-exempt status.

In May 1987 we issued a determination letter that recognized your organization as exempt from federal income tax. Our records indicate that your organization is currently exempt under section 501(c)(3) of the Internal Revenue Code.

Our records indicate that your organization is also classified as a public charity under sections 509(a)(1) and 170(b)(1)(A)(vi) of the Internal Revenue Code.

Our records indicate that contributions to your organization are deductible under section 170 of the Code, and that you are qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Internal Revenue Code.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely,

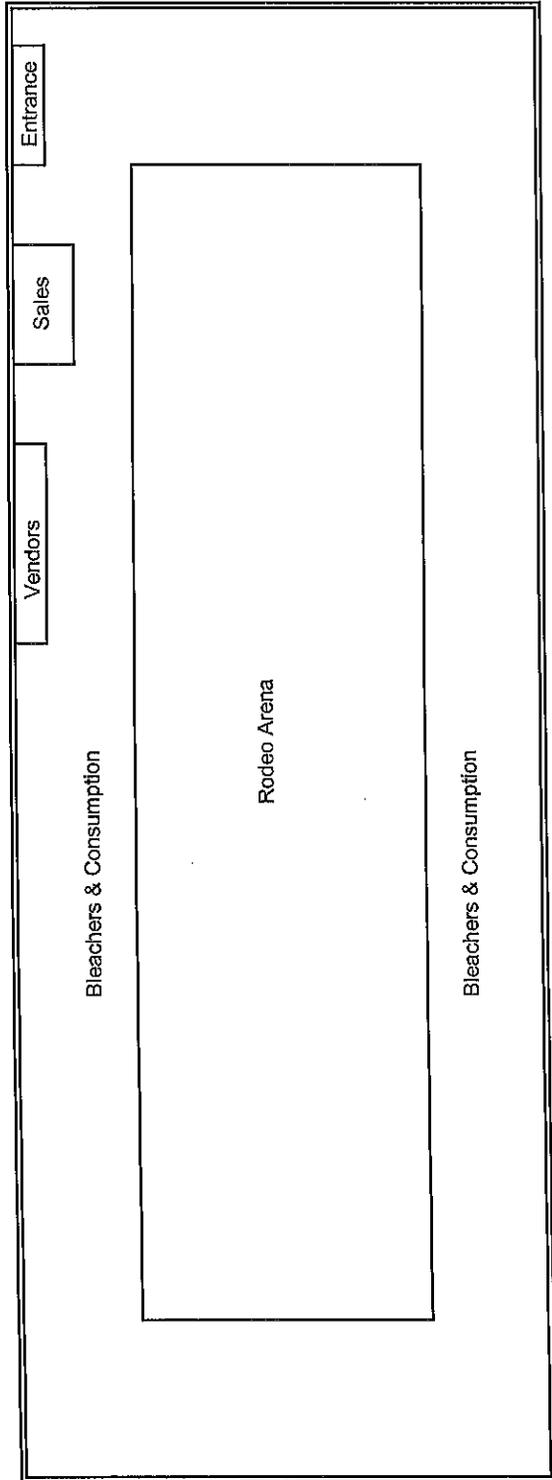
*Janna K. Skufca*

Janna K. Skufca, Director, TE/GE  
Customer Account Services

# John C. Fremont Days Rodeo

Fremont, Nebraska

W



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REQUEST FOR EXEMPTION FOR WAIVER OF DOUBLE FENCING RULE

(MUST BE SENT WITH APPLICATION A MINIMUM OF 30 DAYS PRIOR TO THE DATE OF THE EVENT)

WHY DOUBLE FENCING IS NOT AVAILABLE Only single fencing possible in this paved lot.

Double fencing also restricts access and serving areas

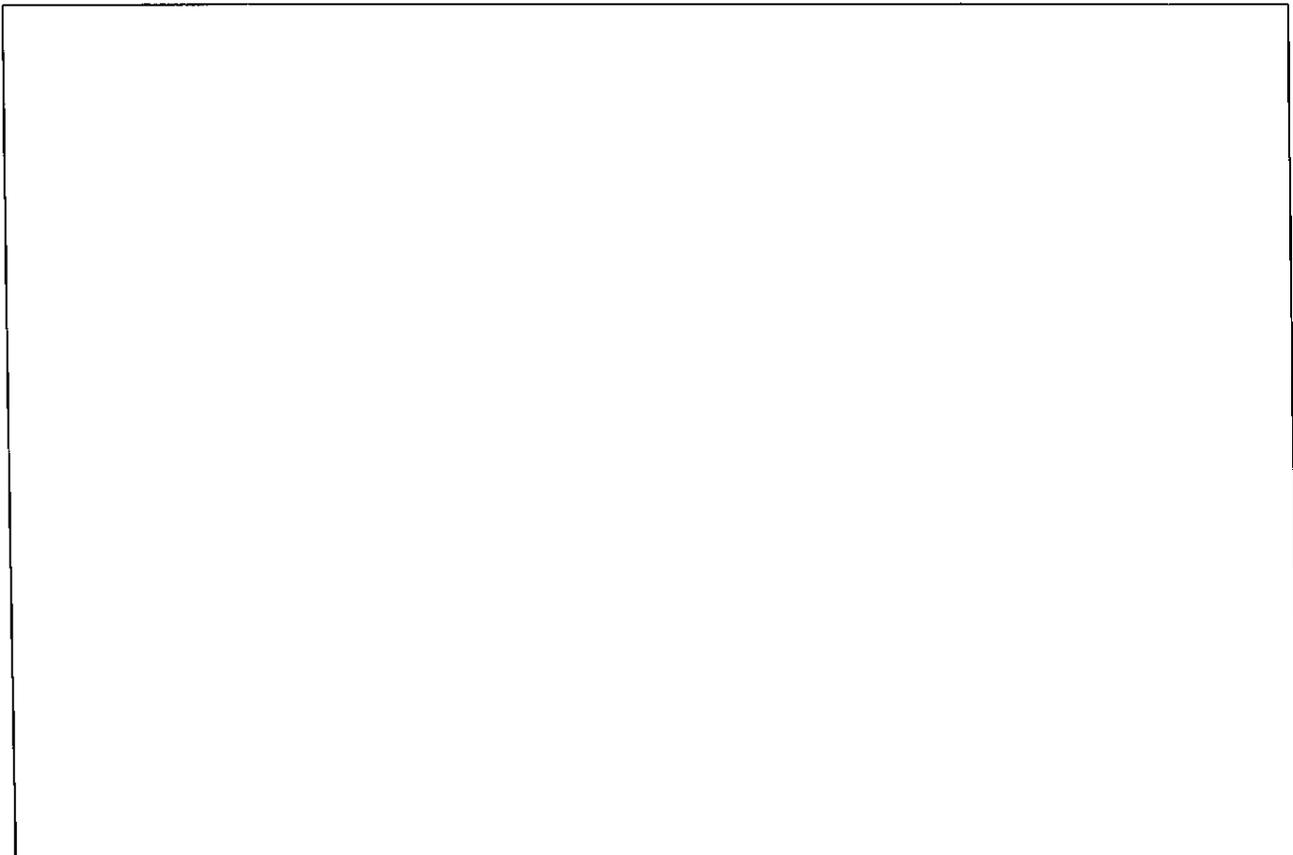
TYPE OF FENCING TO BE USED Snow Fence

HEIGHT OF FENCING TO BE USED 4'

HOW AREA WILL BE PATROLLED Substantial police, paid and volunteer security

EXPECTED NUMBER OF ATTENDEES 3000

DIAGRAM OF PROPOSED AREA:



# PAYPORT

NEBRASKA.GOV

## YOUR RECEIPT

**Nebraska Liquor Control Commission**

P.O. Box 95046  
 Lincoln NE 68509-5046  
 (402)471-2571  
 mary.messman@nebraska.gov  
 Transaction Id: 10265298

Customer Name: John C. Fremont Days, Inc.  
 Check Number: 003041  
 Account Number: \*\*\*\*\*7600  
 Routing Number: 091408734  
**nebraska total amount charged** \$161.75

Items	Location	Quantity	Order ID	Total Amount
Special Designated License (SDL)		2	20772948	\$80.00
Licensee Name: <b>John C. Fremont Days, Inc.</b>				
Date of Event: <b>July 8, 9, 2016</b>				
Location: <b>Christensen Field, Fremont, NE</b>				
Special Designated License (SDL)		2	20772948	\$80.00
Licensee Name: <b>John C. Fremont Days, Inc.</b>				
Date of Event: <b>July 8, 9, 2016</b>				
Location: <b>Wolz, Ilgenfritz Lots, Fremont, NE</b>				
Total remitted to the Nebraska Liquor Control Commission				\$160.00

## APPLICATION FOR SPECIAL DESIGNATED 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/](http://www.lcc.nebraska.gov/)  
Email Applications: [michelle.porter@nebraska.gov](mailto:michelle.porter@nebraska.gov)



### Special Designated License (SDL) Application Quick Checklist

#### Requirements:

- Application **MUST** include approval from the local governing body (city, village or county clerk of where the event is to be held). Contact this jurisdiction for further requirements. **EFFECTIVE MAY 1, 2015, applications will no longer be accepted without the local approval attached to the application.**
- Only 501c Non-profit organizations or Retail license holders can apply for a Special Designated License. No SDL will be issued to Retail license holders operating under a Temporary Operating Permit (TOP).
- Include \$40 fee for each day/area. Check is payable to the Nebraska Liquor Control Commission (NLCC). If you have a Catering license, there are no fees required. You may also pay online at PAYPORT
- **Applicant** is responsible for all paperwork and fees being sent to the NLCC office before the 10-day deadline. It is not the responsibility of the local governing body to send the application to the NLCC.
- When requesting alternate date(s) and/or location(s), approval from local governing body must include approval for these alternate date(s) and/or locations(s). If requesting sales on Sunday, attach copy of local ordinance or resolution.
- Application must be received in Nebraska Liquor Control Commission (NLCC) office a **MINIMUM** of ten (10) business days prior to date of event (weekends, holidays & date of event are not included in this count). **NO EXCEPTIONS!** \*See the calendar
- When requesting an outdoor area, you must include a box-type diagram of the area to be licensed.
- Non Caterer applicants are only allowed six (6) SDLs per calendar year, this includes consecutive days used on one application (i.e. July 4 – 9 = 6 days).
- Only twelve (12) SDLs will be issued at any specific location that could otherwise hold a liquor license.

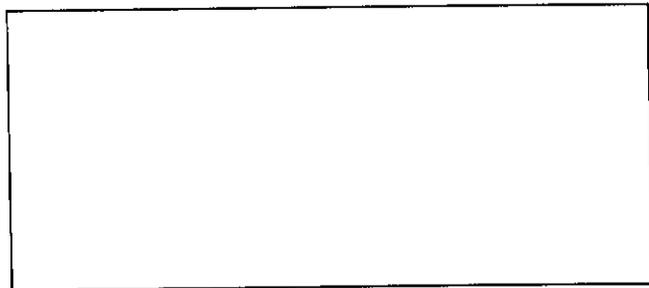
#### Non Profit Application **MUST**:

- Include page five (5) of application showing Federal ID number.
- When requesting an exemption from NLCC rules; i.e. waiver of double fencing, request must be received in (NLCC) office a **MINIMUM** of 30 days prior to the date of the event; waiving double fence must complete Form 140.

**APPLICATION FOR SPECIAL DESIGNATED 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/](http://www.lcc.nebraska.gov/)  
Email Applications: [michelle.porter@nebraska.gov](mailto:michelle.porter@nebraska.gov)

**RECEIVED**  
MAY 24 2016  
BY: *[Signature]*



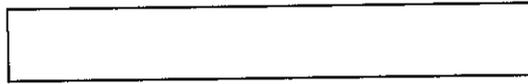
DO YOU NEED POSTERS? YES  NO

**NON PROFIT APPLICANTS**  
(Check one that best applies)

Municipal  Political  Fine Arts  Fraternal  Religious  Charitable  Public Service

**LIQUOR LICENSE HOLDERS**

Liquor license number and class (i.e. C-55441)



**COMPLETE ALL QUESTIONS:**

1. Type of alcohol to be served and/or consumed: Beer  Wine  Distilled Spirits

2. Licensee name (last, first,), corporate name or limited liability company (LLC) name  
(As it reads on your liquor license)

NAME: St. Patrick's Catholic Church

ADDRESS: 422 E 4th St

CITY Fremont ZIP 68025

3. Location where event will be held; name, address, city, county, zip code

BUILDING NAME St. Patrick's Auditorium

ADDRESS: 431 Union St CITY Fremont

ZIP 68025 COUNTY and COUNTY # Dodge #5

a. Is this location within the city/village limits? YES  NO

b. Is this location within the 150' of church, school, hospital or home for aged/indigent or for veterans and/or wives? YES  NO

c. Is this location within 300' of any university or college campus? YES  NO

10. Where will you be purchasing your alcohol?

Wholesaler \_\_\_\_\_ Retailer X Both \_\_\_\_\_ BYO \_\_\_\_\_  
(includes wineries)

11. Will there be any games of chance operating during the event? YES \_\_\_ NO \_\_\_

If so, describe activity N/A

NOTE: Only games of chance approved by the Department of Revenue, Charitable Gaming Division are permitted. All other forms of gambling are prohibited by State Law. There are no exceptions for Non Profit Organizations or any events raising funds for a charity. This is only an application for a Special Designated License under the Liquor Control Act and is not a gambling permit application.

12. Any other information or requests for exemptions: No

13. Name and telephone number/cell phone number of immediate supervisor. This person will be at the location of the event when it occurs, able to answer any questions from Commission and/or law enforcement before and during the event, and who will be responsible for ensuring that any applicable laws, ordinances, rules and regulations are adhered to. PLEASE PRINT LEGIBLY

Print name of Event Supervisor Ron Kortan

Signature of Event Supervisor Ron Kortan

Event Supervisor phone: Before 402-721-6611 During 402-720-4068

Email address rkortan@stpatsfremont.org

Consent of Authorized Representative/Applicant

14. I declare that I am the authorized representative of the above named license applicant and that the statements made on this application are true to the best of my knowledge and belief. I also consent to an investigation of my background including all records of every kind including police records. I agree to waive any rights or causes of action against the Nebraska Liquor Control Commission, the Nebraska State Patrol or any other individual releasing said information to the Liquor Control Commission or the Nebraska State Patrol. I further declare that the license applied for will not be used by any other person, group, organization or corporation for profit or not for profit and that the event will be supervised by persons directly responsible to the holder of this Special Designated License.

sign here Rev. David Belt Pastor/President 5/24/16  
Authorized Representative/Applicant Title Date

Rev. David D. Belt

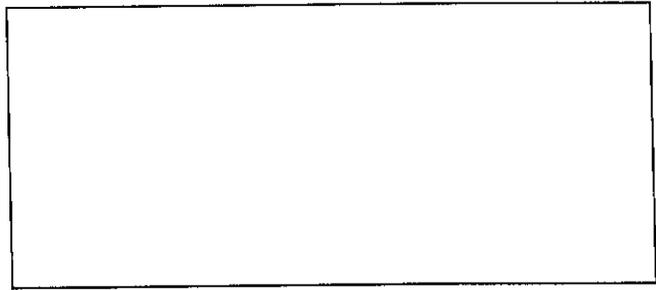
Print Name

This individual must be listed on the application as an officer or stockholder unless a letter has been filed appointing an individual as the catering manager allowing them to sign all SDL applications.

The law requires that no special designated license provided for by this section shall be issued by the Commission without the approval of the local governing body. For the purposes of this section, the local governing body shall be the city or village within which the particular place for which the special designated license is requested is located, or if such place is not within the corporate limits of a city or village, then the local governing body shall be the county within which the place for which the special designated license is requested is located.

**APPLICATION FOR SPECIAL DESIGNATED 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/](http://www.lcc.nebraska.gov/)  
Email Applications: [michelle.porter@nebraska.gov](mailto:michelle.porter@nebraska.gov)



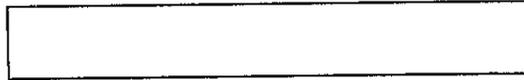
DO YOU NEED POSTERS? YES  NO

**NON PROFIT APPLICANTS**  
(Check one that best applies)

Municipal  Political  Fine Arts  Fraternal  Religious  Charitable  Public Service

**LIQUOR LICENSE HOLDERS**

Liquor license number and class (i.e. C-55441)



**COMPLETE ALL QUESTIONS**

1. Type of alcohol to be served and/or consumed: Beer  Wine  Distilled Spirits

2. Licensee name (last, first,), corporate name or limited liability company (LLC) name  
(As it reads on your liquor license)

NAME: St. Patrick's Catholic Church

ADDRESS: 422 E 4th St

CITY Fremont

ZIP 68025

3. Location where event will be held; name, address, city, county, zip code

BUILDING NAME St. Patrick's Auditorium

ADDRESS: 431 Union St

CITY Fremont

ZIP 68025

COUNTY and COUNTY # Dodge #5

a. Is this location within the city/village limits? YES  NO

b. Is this location within the 150' of church, school, hospital or home for aged/indigent or for veterans and/or wives? YES  NO

c. Is this location within 300' of any university or college campus? YES  NO

4. Date(s) and Time(s) of event (no more than six (6) consecutive days on one application)

Date 7/8/2016	Date	Date	Date	Date	Date
<u>Hours</u> From 7:00 P.M.	<u>Hours</u> From	<u>Hours</u> From	<u>Hours</u> From	<u>Hours</u> From	<u>Hours</u> From
To 11:00 P.M.	To	To	To	To	To

a. Alternate date: N/A

b. Alternate location: N/A  
**(Alternate date or location must be specified in local approval)**

5. Indicate type of activity to be carried on during event:

Dance \_\_\_ Reception X Fund Raiser \_\_\_ Beer Garden \_\_\_ Sampling/Tasting \_\_\_  
 Other REUNION / SOCIAL

6. Description of area to be licensed

Inside building, dimensions of area to be covered IN FEET <sup>90</sup> x <sup>60</sup>  
 (not square feet or acres)

\*Outdoor area dimensions of area to be covered IN FEET x

**\*SKETCH OF OUTDOOR AREA (or attach copy of sketch) (sample sketch)**

If outdoor area, how will premises be enclosed?

\_\_\_ Fence; \_\_\_ snow fence  chain link  cattle panel  
 \_\_\_ other \_\_\_\_\_  
 \_\_\_ Tent

7. How many attendees do you expect at event? 100

8. If over 150 attendees. Indicate the steps that will be taken to prevent underage persons from obtaining alcohol beverages. (Attach separate sheet if needed)

\_\_\_\_\_

9. Will premises to be covered by license comply with all Nebraska sanitation laws? YES  NO

a. Are there separate toilets for both men and women? YES  NO

10. Where will you be purchasing your alcohol?

Wholesaler \_\_\_\_\_ Retailer X Both \_\_\_\_\_ BYO \_\_\_\_\_  
(includes wineries)

11. Will there be any games of chance operating during the event? YES \_\_\_ NO \_\_\_

If so, describe activity N/A

NOTE: Only games of chance approved by the Department of Revenue, Charitable Gaming Division are permitted. All other forms of gambling are prohibited by State Law. There are no exceptions for Non Profit Organizations or any events raising funds for a charity. This is only an application for a Special Designated License under the Liquor Control Act and is not a gambling permit application.

12. Any other information or requests for exemptions: No

13. Name and telephone number/cell phone number of immediate supervisor. This person will be at the location of the event when it occurs, able to answer any questions from Commission and/or law enforcement before and during the event, and who will be responsible for ensuring that any applicable laws, ordinances, rules and regulations are adhered to. PLEASE PRINT LEGIBLY

Print name of Event Supervisor Ron Kortan

Signature of Event Supervisor Ron Kortan

Event Supervisor phone: Before 402-721-6611 During 402-720-4068  
Email address rkortan@stpatstfremont.org

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I declare that I am the authorized representative of the above named license applicant and that the statements made on this application are true to the best of my knowledge and belief. I also consent to an investigation of my background including all records of every kind including police records. I agree to waive any rights or causes of action against the Nebraska Liquor Control Commission, the Nebraska State Patrol or any other individual releasing said information to the Liquor Control Commission or the Nebraska State Patrol. I further declare that the license applied for will not be used by any other person, group, organization or corporation for profit or not for profit and that the event will be supervised by persons directly responsible to the holder of this Special Designated License.

sign here Rev. David Belt Pastor/President 5/24/16  
Authorized Representative/Applicant Title Date

Rev. David D. Belt  
Print Name

This individual must be listed on the application as an officer or stockholder unless a letter has been filed appointing an individual as the catering manager allowing them to sign all SDL applications.

The law requires that no special designated license provided for by this section shall be issued by the Commission without the approval of the local governing body. For the purposes of this section, the local governing body shall be the city or village within which the particular place for which the special designated license is requested is located, or if such place is not within the corporate limits of a city or village, then the local governing body shall be the county within which the place for which the special designated license is requested is located.

**This page is required to be completed by Non Profit applicants only.**

**Application for Special Designated License  
Under Nebraska Liquor Control Act  
Affidavit of Non-Profit Status**

I HEREBY DECLARE THAT THE CORPORATION MAKING APPLICATION FOR A SPECIAL DESIGNATED LICENSE UNDER THE NEBRASKA LIQUOR CONTROL ACT IS EITHER A MUNICIPAL CORPORATION, A FINE ARTS MUSEUM INCORPORATED AS A NONPROFIT CORPORATION, A RELIGIOUS NONPROFIT CORPORATION WHICH HAS BEEN EXEMPTED FROM THE PAYMENT OF FEDERAL INCOME TAXES, A POLITICAL ORGANIZATION WHICH HAS BEEN EXEMPTED FROM THE PAYMENT OF FEDERAL INCOME TAXES, OR ANY OTHER NONPROFIT CORPORATION, THE PURPOSE OF WHICH IS FRATERNAL, CHARITABLE, OR PUBLIC SERVICE AND WHICH HAS BEEN EXEMPTED FROM THE PAYMENT OF FEDERAL INCOME TAXES AS PER §53-124.11(1).

AS SIGNATORY I CONSENT TO THE RELEASE OF ANY DOCUMENTS SUPPORTING THIS DECLARATION AND ANY DOCUMENTS SUPPORTING THIS DECLARATION WILL BE PROVIDED TO THE NEBRASKA LIQUOR CONTROL COMMISSION, THE NEBRASKA STATE PATROL OR ANY AGENT OF THE LIQUOR CONTROL COMMISSION IMMEDIATELY UPON DEMAND. I ALSO CONSENT TO THE INVESTIGATION OF THIS CORPORATE ENTITY TO DETERMINE IT'S NONPROFIT STATUS.

I AGREE TO WAIVE ANY RIGHTS OR CAUSES OF ACTION AGAINST THE NEBRASKA LIQUOR CONTROL COMMISSION, THE NEBRASKA STATE PATROL OR ANY PARTY RELEASING INFORMATION TO THE AFOREMENTIONED PARTIES.

St. Patrick's Catholic Church

NAME OF CORPORATION

47-0395798

FEDERAL ID NUMBER

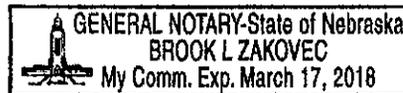
*Rev. David Betz*

SIGNATURE OF TITLE OF CORPORATE OFFICERS

THE ABOVE INDIVIDUAL STATES THAT THE STATEMENT ABOVE IS TRUE AND CORRECT; IF ANY FALSE STATEMENT IS MADE ON THIS APPLICATION, THE APPLICANT SHALL BE DEEMED GUILTY OF PERJURY AND SUBJECT TO PENALTIES PROVIDED BY LAW. (SEC. §53-131.01) NEBRASKA LIQUOR CONTROL ACT

SUBSCRIBED IN MY PRESENCE AND SWORN TO BEFORE ME THIS 24 DAY OF

May, 2016



NOTARY PUBLIC SIGNATURE & SEAL

*Brook L. Zakovec*

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREMONT, NEBRASKA, FOR SPECIAL DESIGNATED PERMIT

RESOLVED that the Fremont City Council approve the application for a Special Designated permits as outlined herein.

<u>Requestor:</u>	<u>Date:</u>	<u>Purpose:</u>	<u>Property</u>
St. Patrick's Catholic Church	July 8, 2016	Reception	St. Patrick's Auditorium
Merry Martini Lounge	July 16, 2016	Dance/Reception	Christensen Field
John C. Fremont Days, Inc.	July 8, 2016 July 9, 2016	Dance Dance	Wolz, Ilgenfritz Lots, 3 <sup>rd</sup> St, 4 <sup>th</sup> St. Park Ave. from 3 <sup>rd</sup> – 5 <sup>th</sup>
John C. Fremont Days, Inc.	July 8, 2016 July 9, 2016	Rodeo Rodeo	Christensen Field Outdoor Arena

PASSED AND APPROVED THIS 26th DAY OF APRIL, 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 26, 2016

**SUBJECT:** 5 year Fair Housing Plan

Recommendation: Provide input and accept the plan.

Background: As part of the 14-CR-103 Community Development Block Grant the City of Fremont is required to perform a Fair Housing activity. The activity selected for this particular grant, included developing a 5 year Fair Housing Plan. City staff utilized the findings from the Analysis of Impediments to Fair Housing Choice as well as other input from the community in the development of the plan.

The City is currently working on a few of the items on the plan for existing CBDG grants. The items being worked on include: adopting a definition for disability that is consistent with the Fair Housing Act, removing the limitation on the number of unrelated persons who may reside in a home and utilize occupancy limits to prevent overcrowding and maintain neighborhood character, and conducting Fair Housing testing. The city for the last three years has been partnering with Deerfield and Conestoga Apartments to present free landlord tenant classes. We have also begun to translate information in Spanish in regards to CDBG grants and have been encouraging staff to attend Fair Housing training.

The plan will be used in the future to help determine Fair Housing activities for future grants as well as setting a course for future projects by the City in order to promote Fair Housing within our community.

Fiscal Impact: Will depend on the various activities, but are all things that will be budgeted for in the future if needed.

## 5 Year Fair Housing Plan

Fair Housing is the right of all people to be free from discrimination in the rental, sale or financing of housing. Equal access to rental housing and homeownership opportunities, regardless of race, color, religion, national origin, sex, familial status (the presence of children under 18) or disability, is the cornerstone of federal Fair Housing Policy. City staff utilized the findings from the Analysis of Impediments to Fair Housing Choice as well as other input from the community in the development of the plan. The plan will be used in the future to help determine Fair Housing activities for future grants as well as setting a course for future projects by the City in order to promote Fair Housing within our community.

Recommended Actions	1-2 Year Goal	3-5 Year Goal	On-Going Goals	Responsible Parties
Adopt a definition for disability that is consistent with the Fair Housing Act.	X			Planning Department, City Council
Collect and update demographic information for residents with disabilities.			X	City Administrator's Office
Consider allowing small and substandard lot development in residential districts as a means to increase the supply of affordable housing.		X		City Administrator's Office, City Council, Planning Department, Developers
For new multifamily projects, the City should ensure that the minimum accessibility requirements of the building code are being met as well as adopt universal design features.			X	City Administrator's Office, City Council, Planning Department, Developers
The City should consider expanding the Comprehensive Revitalization Program to include funding for accessibility modifications to existing homes.		X		City Administrator's Office, City Council
The City should ensure it includes more extensive demographic data in its planning documents to ensure protected persons are not excluded or neglected when the community make plans involving housing related issues.	X			City Administrator's Office, Planning Department
Remove the limitation on the number of unrelated persons who may reside in a home and utilize occupancy limits to prevent overcrowding and maintain neighborhood character. Consider the implications of accommodating group residence throughout the community under the same standards as any other residential use.		X		City Administrator's Office, Planning Department, City Council

Conduct baseline Fair Housing testing. Would try to develop testing to include an assessment of the impact of the Immigration Ordinance to help us determine if any adjustments are required.	X			City Administrator's Office, City Council
Develop and conduct educational classes based on the information obtained from the Fair Housing Testing.	X	X		City Administrator's Office
Conduct follow up Fair Housing Testing after education has been held.		X		City Administrator's Office, City Council
Consider establishing fair housing telephone and/or social media access that provides information in English and Spanish to provide answers to most frequently asked questions on fair housing, the immigration ordinance and how to file a housing discrimination complaint.	X			City Administrator's Office, Fair Housing Agencies, City Attorney, City Council
Target Fair Housing outreach to minorities and persons with English as a second language when planning to address impediments to fair housing choice utilizing the LAP.			X	City Administrator's Office, Fair Housing Agencies, HUD
Encourage real estate professionals to seek additional fair housing training to ensure their clients fully understood fair housing rights. Encourage Realtors to provide fair housing materials as part of their policies and procedures.			X	City Administrator's Office, Fair Housing Agencies, Realtors
Hold public forums and/or roundtable discussions to propose programs, policies, and other changes that would seek to alleviate impediments to fair housing choice through education and outreach.		X		City Administrator's Office Fair Housing Agencies, HUD, lenders, realtors
Continue to hold and encourage Landlord training covering various topics, but always having an element of fair housing included in the training.			X	City Administrator's Office
Encourage staff to attend Fair Housing training annually.			X	City Administrator's Office, Planning Department
Develop an inspection and licensing program for rental housing therefore requiring an occupancy permitting process.		X		City Administrator's Office, Inspection Department, City Council

## STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Dan Seder, Parks and Recreation Director

DATE: May 19, 2016

SUBJECT: Use of Christensen Field for Fireworks Display

*Recommendation: Move to accept the request from Ron Vlach for Use of Christensen Field for annual Fireworks Display.*

Background: Ron Vlach has requested the use of Christensen Field to hold a fireworks display on July 3, 2016. This is an annual event put on by Ron Vlach.

Fiscal Impact: None.



# VICTORY MARINE

Request Victory Marine to use  
Christian Field for discharge of  
Fremont's annual Fireworks show  
on July 3, 2016.

Victory Marine  
Phelan

**Resolution No.**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREMONT, NEBRASKA, APPROVING THE USE OF CHRISTENSEN FIELD AND FREMONT MUNICIPAL AIRPORT FOR FIREWORKS DISPLAY ON JULY 3, 2016.

WHEREAS, Ron Vlach, Victory Marine, has requested the use of Christensen Field and Fremont Municipal Airport to shoot off fireworks for a display on July 3, 2016; and,

WHEREAS, the display will be for benefit of the entire community: 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 an additional insured and this resolution shall serve as the written agreement for said insurance.

NOW THEREFORE BE IT RESOLVED: The Mayor and City Council approve the request for the use of Christensen Field and Fremont Municipal Airport for a firework display on July 3, 2016.

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 31, 2016

SUBJECT: Board of Public Works appointment

*Recommendation: Move to approve the recommendation of the Mayor to reappoint Paul Gifford to a term on the Board of Public Works, ending May 2021.*

Background: Mr. Gifford was appointed in June 2011 and his five (5) year term expires this month. He currently serves as chairman of the Board.

## STAFF REPORT

**TO:** Honorable Mayor and City Council

**FROM:** Jody Sanders, Director of Finance

**DATE:** May 27, 2016

**SUBJECT:** Year to date financial reports.

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**Recommendation:** Move to receive year to date financial reports for April 2016

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**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 provided with the second regularly-scheduled Council meeting each month. 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 five or six months are included in these reports, so comparisons to budget are less helpful than comparison with the prior year. With seven months of the fiscal year complete, normal percent of budgeted expenditures should be 58%. In those departments that the percent spent of budgeted expenditures exceeds 58%, the excess is attributable to one-time payments for annual services or fees.

General fund notes: Food and Beverage (F&B) tax receipts monthly average jumped to \$61,000 with some restaurants catching up on missed filings. Telephone occupation tax receipts are lagging \$22,000 below 2015 levels, and the Garbage hauler occupation tax is \$17,000 less than 2015 due to some special hauling last year. Charges for services show an increase, including \$47,000 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. The Change in General Fund balance shows a \$610,000 improvement compared to year-to-date results in 2015.

Sales tax collections appear to have caught up with last year's receipts, but still lag nine percent behind budgeted projections. Staff continues to monitor this activity, because the City is just starting to be 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 nearly 1.9 million of GF fund balance committed for code

**Staff Report**  
**Year to date Financial Statements for April 2016**  
**May 27, 2016**

enforcement/defense and the levee project. Other fund balances can also be found on Page 2 of this Balance Sheet.

Turning to the Utility reports, in the Electric Fund, Year to date (YTD) this fund has recognized 41% 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 5.5 months has added \$605,000 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 four percent and commercial consumption was down five percent compared to the prior year, accounting for much of the \$56,000 of the dip in April operating revenues. The scheduled Unit 8 outage at the power plant has driven production costs much lower, with fuel costs down \$172,000 compared to last year, while purchased power only increased \$40,000

In the Water Fund, YTD this fund has recognized only 34% 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 differences, such as a portion of the well field rent (\$18,000) received in March in 2016, compared to September in 2015, and more capital work in 2015 resulted in expenditures appearing lower than average by comparison to 2016.

The Waste Water (Sewer) Fund has recognized 116% 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 308% of the budgeted Change in Net Position for 2016, due to the cyclical nature of this fund activity. By way of reference, at this point in 2015, the Gas Fund had recognized 314% of the budgeted Change in Net Position. All expense categories are below 58% spent for the year as well. For the current month, residential consumption is down five percent, commercial consumption is down 12%, and large volume customer consumption is down \$105,000 accounting for most of the \$363,000 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 April 30, 2016

5/17/16  
1:53 PM  
1. 1

	CURRENT YTD APRIL 2016	FISCAL YEAR 2015-2016 BUDGET	FISCAL YEAR % BUDGET EXPENDED 2015-2016	PRIOR YEAR YTD APRIL 2015	FISCAL YEAR 2014-2015 BUDGET	FISCAL YEAR % BUDGET EXPENDED 2014-2015
<b>Revenue by Type</b>						
Taxes						
Property	881,869	4,165,068	21.17	855,501	4,126,069	20.73
In Lieu of Tax	4,500	9,000	50.00	4,395	10,000	43.95
Franchise	117,006	240,000	48.75	118,370	274,000	43.20
Business	889,693	1,745,000	50.99	559,302	1,162,000	48.13
Intergovernmental	287,160	779,318	36.85	272,796	555,793	49.08
Charges for Services	1,348,966	2,477,300	54.45	1,262,869	2,474,750	51.03
Donations	48,585	604,250	8.04	9,579	140,000	6.84
Interest	14,042	20,000	70.21	10,493	9,250	113.44
Other	14,483	8,493	170.53	8,415	9,493	88.64
	-----	-----	-----	-----	-----	-----
Total Revenue	3,606,304	10,048,429	35.89	3,101,720	8,761,355	35.40
	-----	-----	-----	-----	-----	-----
<b>Operating Expenditures by Activity</b>						
Council	88,949	146,491	60.72	88,630	2,758,205	3.21
Administration						
City Administrator	147,808	298,159	49.57	125,710	236,891	53.07
Administration	654,833	1,361,385	48.10	692,356	1,524,316	45.42
Human Resources	39,936	88,095	45.33	41,894	184,929	22.65
Information Technologies	106,398	166,490	63.91	90,051	114,640	78.55
City Attorney	100,634	176,937	56.88	110,200	149,998	73.47
City Clerk	92,762	191,989	48.32	102,701	187,063	54.90
Inspections	211,727	395,517	53.53	174,760	330,303	52.91
Sanitation	684,125	1,516,091	45.12	667,448	1,496,235	44.61
Public Works						
Engineering	212,406	478,365	44.40	243,837	562,933	43.32
Planning Commission	46	300	15.33	95	1,050	9.05
Planning	71,968	155,251	46.36	39,618	117,194	33.81
Police						
Police	2,367,581	4,849,083	48.83	2,298,671	4,481,763	51.29
Animal Shelter	-	-	-	11,479	73,534	15.61
Fire						
Fire	1,626,350	2,998,234	54.24	1,496,124	2,745,266	54.50
Reserve	-	15,246	-	3	16,650	.02
Civil Defense	833	13,200	6.31	8,482	12,685	66.87
Parks						
Facilities	171,078	372,273	45.95	148,384	342,466	43.33
Parks	602,271	1,371,431	43.92	610,294	1,333,663	45.76
Recreation	161,737	439,427	36.81	154,038	377,222	40.83
Splash Station	48,648	302,357	16.09	26,289	287,833	9.13
Ronin	3,028	81,718	3.71	3,699	59,891	6.18
Cemetery	70,650	143,659	49.18	58,648	138,542	42.33
Library	542,902	1,083,942	50.09	528,158	1,018,582	51.85
Grant Appropriations	-	540,000	-	-	115,794	-
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Total Operating Expenditures	8,006,670	17,185,640	46.59	7,721,569	18,667,648	41.36

Preliminary (Unaudited)  
City of Fremont - General Fund  
Statement of Revenues and Expenditures  
As of April 30, 2016

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	CURRENT YTD APRIL 2016	FISCAL YEAR 2015-2016 BUDGET	FISCAL YEAR % BUDGET EXPENDED 2015-2016	PRIOR YEAR YTD APRIL 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	49,549	-	-
Public Works						
Police						
Police	11,851	270,900	4.37	31,241	87,390	35.75
Fire						
Fire	658,177	1,200,750	54.81	48,192	1,158,800	4.16
Parks						
Facilities	-	66,500	-	-	-	-
Parks	82,203	246,000	33.42	19,524	24,500	79.69
Splash Station	-	50,000	-	-	-	-
Ronin	-	-	-	14,570	18,000	80.94
Cemetery	550	190,000	.29	-	50,000	-
Library	-	5,000	-	4,535	-	-
<b>Total Capital Expenditures</b>	<b>755,581</b>	<b>2,069,220</b>	<b>36.52</b>	<b>169,733</b>	<b>1,338,690</b>	<b>12.68</b>
<b>Total Expenditures</b>	<b>8,762,251</b>	<b>19,254,860</b>	<b>45.51</b>	<b>7,891,302</b>	<b>20,006,338</b>	<b>39.44</b>
Excess/(Deficiency)of Revenues Over Expenditures	(5,155,947)	(9,206,431)	-	(4,789,582)	(11,244,983)	-
Other Financing Sources (Uses)						
Transfers in	4,769,557	8,580,931	55.58	3,834,120	7,791,658	49.21
Transfers out	(23,611)	(117,490)	20.10	(64,666)	(54,545)	118.56
<b>Net transfers</b>	<b>4,745,946</b>	<b>8,463,441</b>	<b>-</b>	<b>3,769,454</b>	<b>7,737,113</b>	<b>-</b>
<b>Net change in fund balance</b>	<b>(410,001)</b>	<b>(742,990)</b>	<b>-</b>	<b>(1,020,128)</b>	<b>(3,507,870)</b>	<b>-</b>

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 - All Other Funds  
Summarized Statement of Revenues and Expenditures  
As of April 30,2016

	CURRENT YTD APRIL 2016	FISCAL YEAR 2015-2016 BUDGET	FISCAL YEAR % BUDGET EXPENDED 2015-2016	PRIOR YEAR YTD APRIL 2015	FISCAL YEAR 2014-2015 BUDGET	FISCAL YEAR % BUDGET EXPENDED 2014-2015
<b>REVENUE BY FUND</b>						
COMMUNITY DEVELOPMENT AGY	9,525	243,500	3.91	2,392	228,300	1.05
DEBT SERVICE	67,583	321,717	21.01	63,793	318,782	20.01
KENO	337,111	589,748	57.16	329,935	575,900	57.29
PUBLIC USE	17	2,000	.85	442	1,750	25.26
DOWNTOWN IMPROVEMENT DISTRICT	10,503	11,615	90.43	11,587	-	-
TRANSIT	-	-	-	-	49,505	-
ECONOMIC ENHANCEMENT	278	500	55.60	452	500	90.40
AIRPORT	108,577	293,500	36.99	109,418	139,950	78.18
CDBG	46,848	1,102,500	4.25	76,736	1,002,000	7.66
ENHANCED 911	428,434	979,242	43.75	418,716	929,460	45.05
DRUG TASK FORCE	-	-	-	-	416,117	-
WIRELESS E911	51,277	80,000	64.10	51,305	79,200	64.78
SPECIAL PROJECTS	823	1,321,131	.06	804	1,125,250	.07
IMPROVEMENTS	87,582	1,422,000	6.16	103,412	1,575,000	6.57
CITY EMPL INS BENEFIT	3,861,998	6,602,659	58.49	3,254,975	5,013,988	64.92
WORKERS COMPENSATION	350,519	605,000	57.94	291,840	502,000	58.14
EMPLOYEE WELLNESS	3,243	4,400	73.70	290	3,710	7.82
<b>TOTAL REVENUE</b>	<b>5,364,318</b>	<b>13,579,512</b>	<b>39.50</b>	<b>4,716,097</b>	<b>11,961,412</b>	<b>39.43</b>
<b>EXPENDITURES BY FUND</b>						
COMMUNITY DEVELOPMENT AGY	-	199,500	-	-	228,300	-
DEBT SERVICE	42,554	329,983	12.90	43,611	322,098	13.54
KENO	67,951	213,894	31.77	67,619	220,596	30.65
DOWNTOWN IMPROVEMENT DISTRICT	548	11,615	4.72	2,059	13,000	15.84
TRANSIT	-	-	-	-	61,480	-
ECONOMIC ENHANCEMENT	10,000	200,000	5.00	310,000	100,000	310.00
AIRPORT	62,746	285,169	22.00	58,412	119,327	48.95
CDBG	125,592	1,104,800	11.37	77,420	1,018,000	7.61
ENHANCED 911	451,734	1,005,179	44.94	476,095	942,101	50.54
DRUG TASK FORCE	9,097	9,000	101.08	171,041	303,480	56.36
SPECIAL PROJECTS	4,536	2,253,770	.20	-	1,250,000	-
IMPROVEMENTS	3,080	1,424,100	.22	2,266	1,590,000	.14
CITY EMPL INS BENEFIT	2,996,980	6,199,047	48.35	3,117,102	5,592,100	55.74
WORKERS COMPENSATION	437,363	685,000	63.85	336,561	587,500	57.29
EMPLOYEE WELLNESS	2,873	4,400	65.30	4,075	3,550	114.79
<b>TOTAL EXPENDITURES</b>	<b>4,215,054</b>	<b>13,925,457</b>	<b>30.27</b>	<b>4,666,261</b>	<b>12,351,532</b>	<b>37.78</b>

Preliminary (Unaudited)  
City of Fremont - All Other Funds  
Summarized Statement of Revenues and Expenditures  
As of April 30, 2016

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	CURRENT YTD APRIL <u>2016</u>	FISCAL YEAR 2015-2016 <u>BUDGET</u>	FISCAL YEAR % BUDGET EXPENDED <u>2015-2016</u>	PRIOR YEAR YTD APRIL <u>2015</u>	FISCAL YEAR 2014-2015 <u>BUDGET</u>	FISCAL YEAR % BUDGET EXPENDED <u>2014-2015</u>
EXCESS/(DEFICIENCY)OF REVENUES OVER EXPENDITURES	1,149,264	(345,945)	-	49,836	(390,120)	-
OTHER FINANCING SOURCES (USES)						
TRANSFERS IN	19,581	1,110,876	1.76	12,290	299,616	4.10
TRANSFERS OUT	(313,812)	(600,037)	52.30	(350,055)	(696,638)	50.25
NET TRANSFERS	(294,231)	510,839	-	(337,765)	(397,022)	-
NET CHANGE IN FUND BALANCE	855,033	164,894	-	(287,929)	(787,142)	-



Preliminary (Unaudited)  
 City of Fremont - Governmental Funds & Internal Service Fund  
 Balance Sheet - Fund Basis  
 As of April 30, 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)
FUND BALANCES (DEFICIT)							
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	-	-	-	-	135,819	135,819	-
Street Improvements	-	4,151,603	6,156,104	-	-	10,307,707	-
Public safety	-	1,260,592	-	-	35,861	1,296,452	-
Infrastructure	-	5,781,411	-	-	-	5,781,411	-
Property tax relief	-	289,539	-	-	-	289,539	-
Economic Development	-	5,156,553	-	-	185,946	5,342,499	-
Capital/special projects	-	-	-	-	2,418,217	2,418,217	-
Federal programs	-	-	-	-	21,076	21,076	-
Community betterment	-	-	-	-	582,342	582,342	-
Community development block grant	-	-	-	-	46,231	46,231	-
Committed for:							
Code enforcement/defense & Levee	1,883,929	-	-	-	-	1,883,929	-
Assigned for:							
Budget stabilization	-	-	-	-	-	-	-
Other	-	-	-	-	245,601	245,601	-
Unassigned	9,239,603	-	-	(295,763)	35,675	8,979,515	2,889,909
Total fund balances	11,133,506	17,653,031	6,156,104	(295,763)	4,971,153	39,618,030	2,889,909
Total liabilities, deferred inflows of resources and fund balances	\$ 11,962,261	\$ 17,655,739	\$ 6,328,198	\$ 811,006	\$ 5,917,064	\$ 42,674,265	\$ 2,890,709

FREMONT DEPARTMENT OF UTILITIES  
ELECTRIC SYSTEM  
FINANCE ACTIVITY  
FOR MONTH ENDED 04/30/16

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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
<b>REVENUE IN DOLLARS</b>							
Operating Revenue	2,352,779	18,418,662	2,408,767	18,786,300	21,956,361	37,639,500	48.93
Less Operating Expense	2,156,940	15,397,427	2,284,454	15,129,766	18,786,138	32,205,495	47.81
Net Operating Revenue	195,839	3,021,235	124,313	3,656,534	3,170,223	5,434,005	55.60
Nonoperating Revenue	7,722	126,644	21,805	221,224	137,074	235,000	53.89
Less Nonoperating Expense	228,803	1,326,551	232,178	1,313,276	1,278,018	2,190,900	60.55
Net Nonoperating Revenue	(221,081)	(1,199,907)	(210,373)	(1,092,052)	(1,140,944)	(1,955,900)	61.35
Net Operating Revenue	195,839	3,021,235	124,313	3,656,534	3,170,223	5,434,005	55.60
Net Nonoperating Revenue	(221,081)	(1,199,907)	(210,373)	(1,092,052)	(1,140,944)	(1,955,900)	61.35
Net Revenue	(25,242)	1,821,328	(86,060)	2,564,482	2,029,279	3,478,105	52.37
Interfund Transfer In	9,171	23,611	-	64,666	67,193	115,190	20.50
Interfund Transfer Out	(179,448)	(1,256,143)	(198,034)	(1,386,240)	(1,267,497)	(2,172,865)	57.81
Net Interfund Transfer	(170,277)	(1,232,532)	(198,034)	(1,321,574)	(1,200,304)	(2,057,675)	59.90
Change in Net Position	(195,519)	588,796	(284,094)	1,242,908	828,975	1,420,430	41.45
<b>EXPENSE IN DOLLARS</b>							
Production	1,135,346	9,302,037	1,422,839	10,032,064	12,054,896	20,665,693	45.01
Distribution	205,101	1,484,579	200,381	1,441,654	1,766,695	3,028,797	49.02
Administrative & General	373,932	2,301,068	372,514	2,220,247	2,281,979	3,912,305	58.82
Depreciation	368,037	2,413,062	257,132	1,793,196	2,709,105	4,644,200	51.96
Subtotal	2,082,416	15,500,746	2,252,866	15,487,161	18,812,675	32,250,995	48.06
Purchased Power	303,327	1,223,232	263,766	955,881	1,251,250	2,145,000	57.03
Cost of Inventory Sold	-	-	-	-	231	400	-
Total Expenses	2,385,743	16,723,978	2,516,632	16,443,042	20,064,156	34,396,395	48.62
<b>INFORMATIONAL ONLY, all amounts included above:</b>							
<b>PAYROLL IN DOLLARS</b>							
Regular	471,828	3,308,545	439,502	3,180,672	3,873,254	6,639,916	49.83
Overtime	34,894	290,234	41,809	285,665	334,537	573,500	50.61
Total Payroll	506,722	3,598,779	481,311	3,466,337	4,207,791	7,213,416	49.89
Off System Sales	-	362,919	1,419	704,985	1,050,000	1,800,000	20.16
Late Payment Revenue	13,844	105,210	15,486	112,829	-	-	-
Fixed Asset/Capital WIP	(18,798)	279	11,545	98,796	-	-	-

FREMONT DEPARTMENT OF UTILITIES  
WATER SYSTEM  
FINANCE ACTIVITY  
FOR MONTH ENDED 04/30/16

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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
<b>REVENUE IN DOLLARS</b>							
Water Sales	232,927	1,716,473	219,495	1,551,680	1,931,412	3,311,000	51.84
Tap Fees	-	-	-	5,870	3,500	6,000	-
<b>Total Operating Revenue</b>	<b>232,927</b>	<b>1,716,473</b>	<b>219,495</b>	<b>1,557,550</b>	<b>1,934,912</b>	<b>3,317,000</b>	<b>51.75</b>
Less Operating Expense	218,568	1,387,217	203,179	1,392,580	1,552,796	2,662,395	52.10
<b>Net Operating Revenue</b>	<b>14,359</b>	<b>329,256</b>	<b>16,316</b>	<b>164,970</b>	<b>382,116</b>	<b>654,605</b>	<b>50.30</b>
Nonoperating Revenue	1,072	29,267	991	48,706	8,274	14,200	206.11
Less Nonoperating Expense	25,423	107,088	25,798	132,178	94,528	162,058	66.08
<b>Net Nonoperating Revenue</b>	<b>(24,351)</b>	<b>(77,821)</b>	<b>(24,807)</b>	<b>(83,472)</b>	<b>(86,254)</b>	<b>(147,858)</b>	<b>52.63</b>
<b>Net Operating Revenue</b>	<b>14,359</b>	<b>329,256</b>	<b>16,316</b>	<b>164,970</b>	<b>382,116</b>	<b>654,605</b>	<b>50.30</b>
<b>Net Nonoperating Revenue</b>	<b>(24,351)</b>	<b>(77,821)</b>	<b>(24,807)</b>	<b>(83,472)</b>	<b>(86,254)</b>	<b>(147,858)</b>	<b>52.63</b>
<b>Net Revenue</b>	<b>(9,992)</b>	<b>251,435</b>	<b>(8,491)</b>	<b>81,498</b>	<b>295,862</b>	<b>506,747</b>	<b>49.62</b>
Interfund Transfer In	-	4,068	-	12,199	61,908	106,134	3.83
Interfund Transfer Out	(15,776)	(110,441)	(12,500)	(87,500)	(108,444)	(185,914)	59.40
<b>Net Interfund Transfer</b>	<b>(15,776)</b>	<b>(106,373)</b>	<b>(12,500)</b>	<b>(75,301)</b>	<b>(46,536)</b>	<b>(79,780)</b>	<b>133.33</b>
<b>Change in Net Position</b>	<b>(25,768)</b>	<b>145,062</b>	<b>(20,991)</b>	<b>6,197</b>	<b>249,326</b>	<b>426,967</b>	<b>33.97</b>
<b>EXPENSE IN DOLLARS</b>							
Production	33,815	181,679	28,153	200,605	272,713	467,650	38.85
Distribution	61,504	332,881	55,119	371,177	362,411	621,420	53.57
Administrative & General	69,967	428,570	69,382	420,161	436,163	747,883	57.30
Depreciation	78,705	551,175	76,323	532,815	576,037	987,500	55.82
<b>Total Expense</b>	<b>243,991</b>	<b>1,494,305</b>	<b>228,977</b>	<b>1,524,758</b>	<b>1,647,324</b>	<b>2,824,453</b>	<b>52.91</b>
<b>INFORMATIONAL ONLY, all amounts included above:</b>							
<b>PAYROLL IN DOLLARS</b>							
Regular	55,385	355,808	49,619	337,280	389,550	667,845	53.28
Overtime	2,386	18,572	3,537	18,176	18,487	31,700	58.59
<b>Total Payroll</b>	<b>57,771</b>	<b>374,380</b>	<b>53,156</b>	<b>355,456</b>	<b>408,037</b>	<b>699,545</b>	<b>53.52</b>
Fixed Asset/Capital WIP	-	-	44,364	44,593	-	-	-

FREMONT DEPARTMENT OF UTILITIES  
SEWER SYSTEM  
FINANCE ACTIVITY  
FOR MONTH ENDED 04/30/16

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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							
Sewer Rentals	365,355	2,885,531	386,860	2,860,818	2,800,574	4,801,000	60.10
Tap Fees	-	-	-	9,740	-	-	-
Total Operating Revenue	365,355	2,885,531	386,860	2,870,558	2,800,574	4,801,000	60.10
Less Operating Expense	305,227	2,363,762	321,163	2,159,026	2,488,465	4,266,410	55.40
Net Operating Revenue	60,128	521,769	65,697	711,532	312,109	534,590	97.60
Nonoperating Revenue	674	204,365	12,132	55,423	38,612	66,200	308.71
Less Nonoperating Expense	-	27,142	-	40,966	31,409	53,856	50.40
Net Nonoperating Revenue	674	177,223	12,132	14,457	7,203	12,344	1,435.70
Net Operating Revenue	60,128	521,769	65,697	711,532	312,109	534,590	97.60
Net Nonoperating Revenue	674	177,223	12,132	14,457	7,203	12,344	1,435.70
Net Revenue	60,802	698,992	77,829	725,989	319,312	546,934	127.80
Interfund Transfer In	-	3,260	-	9,777	49,616	85,063	3.83
Interfund Transfer Out	(26,749)	(187,248)	(12,500)	(87,500)	(183,876)	(315,220)	59.40
Net Interfund Transfer	(26,749)	(183,988)	(12,500)	(77,723)	(134,260)	(230,157)	79.94
Change in Net Position	34,053	515,004	65,329	648,266	185,052	316,777	162.58
EXPENSE IN DOLLARS							
Production	115,289	984,875	134,410	920,651	1,015,756	1,741,500	56.55
Collection	34,125	277,480	35,291	195,243	318,612	546,265	50.80
Administrative & General	45,973	357,469	44,993	339,721	392,588	673,201	53.10
Depreciation	109,840	771,080	106,469	744,377	792,918	1,359,300	56.73
Total Expense	305,227	2,390,904	321,163	2,199,992	2,519,874	4,320,266	55.34
INFORMATIONAL ONLY, all amounts included above:							
PAYROLL IN DOLLARS							
Regular	74,397	562,259	73,419	511,997	636,748	1,091,600	51.51
Overtime	2,514	17,721	1,418	19,422	22,743	39,000	45.44
Total Payroll	76,911	579,980	74,837	531,419	659,491	1,130,600	51.30
Fixed Asset/Capital WIP	-	-	44,364	44,538	-	-	-

FREMONT DEPARTMENT OF UTILITIES  
 GAS SYSTEM  
 FINANCE ACTIVITY  
 FOR MONTH ENDED 04/30/16

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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
<b>REVENUE IN DOLLARS</b>							
Operating Revenue	825,583	7,848,820	1,188,087	10,546,185	8,712,067	14,935,000	52.55
Less Operating Expense	598,409	6,939,585	770,670	9,431,081	8,208,746	14,072,475	49.31
Net Operating Revenue	227,174	909,235	417,417	1,115,104	503,321	862,525	105.42
Nonoperating Revenue	740	3,424	19,402	40,345	20,412	35,000	9.78
Less Nonoperating Expense	-	5,890	-	6,141	6,867	11,780	50.00
Net Nonoperating Revenue	740	(2,466)	19,402	34,204	13,545	23,220	(10.62)
Net Operating Revenue	227,174	909,235	417,417	1,115,104	503,321	862,525	105.42
Net Nonoperating Revenue	740	(2,466)	19,402	34,204	13,545	23,220	(10.62)
Net Revenue	227,914	906,769	436,819	1,149,308	516,866	885,745	102.37
Interfund Transfer In	-	-	-	-	-	-	-
Interfund Transfer Out	(56,905)	(398,343)	(57,989)	(405,925)	(420,329)	(720,582)	55.28
Net Interfund Transfer	(56,905)	(398,343)	(57,989)	(405,925)	(420,329)	(720,582)	55.28
Change in Net Position	171,009	508,426	378,830	743,383	96,537	165,163	307.83
<b>EXPENSE IN DOLLARS</b>							
Gas Purchase Expense	366,432	5,254,890	538,158	7,837,634	6,416,662	11,000,000	47.77
Distribution	105,874	781,582	110,973	760,483	819,476	1,404,960	55.63
Administrative & General	88,283	644,428	83,055	561,577	699,762	1,199,785	53.71
Depreciation	37,820	264,575	38,484	277,528	279,713	479,510	55.18
Total Expense	598,409	6,945,475	770,670	9,437,222	8,215,613	14,084,255	49.31
<b>INFORMATIONAL ONLY, all amounts included above:</b>							
<b>PAYROLL IN DOLLARS</b>							
Regular	93,917	690,213	103,668	704,518	722,729	1,239,000	55.71
Overtime	1,737	12,698	1,466	13,538	16,212	27,800	-
Total Payroll	95,654	702,911	105,134	718,056	738,941	1,266,800	55.49
Late Payment Revenue	7,889	48,427	8,209	39,075	37,912	65,000	74.50
Fixed Asset/Capital WIP	-	-	-	-	-	-	-

**CITY OF FREMONT, NEBRASKA**  
**STATEMENT OF NET POSITION - PROPRIETARY FUNDS**  
**April 30, 2016**

	Enterprise Funds				Total
	Electric Fund	Water Fund	Sewer Fund	Gas Fund	
<b>ASSETS</b>					
Current assets:					
Cash and cash equivalents	\$ 7,541,234	\$ 1,642,206	\$ 1,757,801	\$ 4,508,437	\$ 15,449,678
Investments	13,518,320	-	5,057,870	2,948,815	21,525,005
Receivables					
Accounts, net of allowance for doubtful accounts	795,240	186,675	115,799	387,554	1,485,268
Budget billing balance	(1,033,499)	-	-	-	(1,033,499)
Unbilled revenue	2,239,876	240,680	426,810	538,968	3,446,335
Due from other funds	32,555	1,794	419	3,032	37,799
Due from other governments	-	-	-	-	-
Interest	125,828	4,795	21,219	19,842	171,683
Inventory	5,930,118	325,087	134,962	519,184	6,909,351
Prepaid expenses	200,340	65,360	68,583	133,763	468,047
Total current assets	<u>29,350,013</u>	<u>2,466,597</u>	<u>7,583,463</u>	<u>9,059,595</u>	<u>48,459,668</u>
Noncurrent assets:					
Restricted cash and cash equivalents	1,508,009	33,680	-	-	1,541,689
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	57,549,842	383,553	158,284	68,346	58,160,025
Depreciable capital assets	140,652,647	39,544,753	50,437,261	15,802,357	246,437,019
Less Accumulated depreciation	<u>(92,575,970)</u>	<u>(15,952,807)</u>	<u>(24,129,344)</u>	<u>(10,562,889)</u>	<u>(143,221,009)</u>
Net capital assets	<u>107,713,214</u>	<u>25,866,118</u>	<u>26,610,004</u>	<u>5,424,154</u>	<u>165,613,491</u>
Total noncurrent assets	<u>116,848,040</u>	<u>26,804,952</u>	<u>26,948,659</u>	<u>5,479,658</u>	<u>176,081,310</u>
<b>Total assets</b>	<u>146,198,054</u>	<u>29,271,549</u>	<u>34,532,122</u>	<u>14,539,253</u>	<u>224,540,978</u>
<b>LIABILITIES</b>					
Current liabilities:					
Accounts payable	886,986	5,176	6,190	355,520	1,253,872
Due to other funds	-	-	-	-	-
Accrued payroll and vacation	422,585	22,276	56,029	80,955	581,846
Sales tax payable	184,181	429	-	18	184,628
Accrued interest payable	626,339	33,268	4,819	919	665,345
Customer deposits	502,592	825	362	-	503,779
Warranty reserve surge protection	5,218	-	-	-	5,218
Current portion of long-term obligations	<u>2,462,921</u>	<u>282,054</u>	<u>279,696</u>	<u>35,330</u>	<u>3,060,001</u>
Total current liabilities	<u>5,090,822</u>	<u>344,028</u>	<u>347,096</u>	<u>472,742</u>	<u>6,254,689</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	<u>58,652,026</u>	<u>6,590,228</u>	<u>2,107,448</u>	<u>355,298</u>	<u>67,704,999</u>
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>
<b>Total liabilities</b>	<u>66,538,591</u>	<u>7,027,908</u>	<u>2,499,568</u>	<u>982,388</u>	<u>77,048,455</u>
<b>NET POSITION</b>					
Invested in capital assets, net	65,001,793	19,011,469	24,235,195	5,035,906	113,284,363
Restricted for:					
Debt service	7,179,908	908,680	317,130	51,185	8,456,903
Fly Ash disposal	250,572	-	-	-	250,572
Unrestricted	<u>7,227,190</u>	<u>2,323,493</u>	<u>7,480,229</u>	<u>8,469,775</u>	<u>25,500,686</u>
<b>Total net position</b>	<u>\$ 79,659,463</u>	<u>\$ 22,243,641</u>	<u>\$ 32,032,554</u>	<u>\$ 13,556,865</u>	<u>\$ 147,492,524</u>

# Staff Report

**TO:** Mayor and City Council  
**FROM:** Troy Anderson, Director of Planning  
**DATE:** May 31, 2016  
**SUBJECT:** Final Plat – 1858 W 23<sup>rd</sup> St.

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**Recommendation:** move to approve the resolution.

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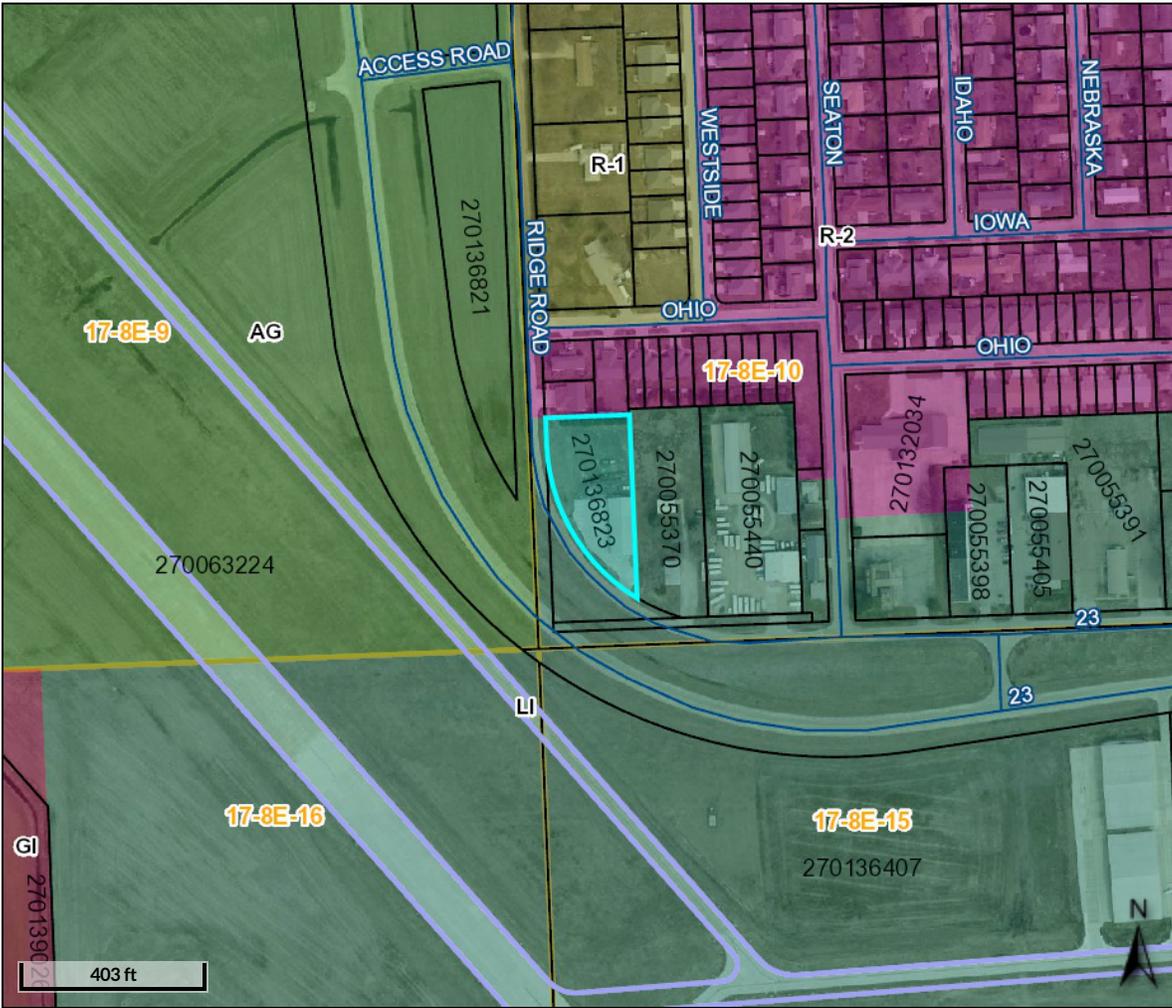
**Background:** The agent for the owner of approximately 1.1 acres located at 1858 W 23<sup>rd</sup> St., Yager Retail, LLC, is requesting approval of a Final Plat to be known as Seaton Subdivision Replat. The reason for the request is to replat parts of previously platted lots to further development plans for the subject property.

The property is zoned LI Limited Industrial. The one (1) lot being proposed meets or exceed the area [five thousand (5,000) square feet] and width [fifty (50) feet] requirements for lots in LI Limited Industrial zoning districts. The lot fronts along a public right-of-way [W 23<sup>rd</sup> St.], and is served by all necessary utilities.

The proposed plat appears to meet all state and local requirements for subdivisions.

By a vote of 9-0, the Planning Commission recommended approval of the Final Plat at its regularly scheduled meeting May 16, 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

<b>Parcel ID</b>	270136823	<b>Alternate ID</b>	2391-10-3-91920-000-0000	<b>Owner Address</b>	BNE CONSTRUCTION
<b>Sec/Twp/Rng</b>	10-17-8	<b>Class</b>	COM - COMMERCIAL		PO BOX 367
<b>Property Address</b>	1858 - 1860 W 23RD	<b>Acreage</b>	n/a		NORTH BEND, NE 68649-0367
	FREMONT				
<b>District</b>	1 - FREMONT CITY				
<b>Brief Tax Description</b>	SEATONS SUB PT TL 81 & 82				

# SEATON SUBDIVISION 2ND REPLAT

A REPLAT OF PART OF LOTS 1 & 10, OF SEATON SUBDIVISION  
SECTION 10, TOWNSHIP 17 NORTH, RANGE 8 EAST OF THE SIXTH P.M., DODGE COUNTY, NEBRASKA

OWNER:  
BnE CONSTRUCTION  
P.O. BOX 367  
NORTH BEND, NE 68649

OHIO STREET

### DEDICATION :

KNOW ALL MEN BY THESE PRESENTS: THAT BnE CONSTRUCTION, BEING THE OWNER AND PROPRIETOR OF THE PROPERTY DESCRIBED WITHIN THE PERIMETER DESCRIPTION AND EMBRACED WITHIN THIS PLAT, HAS CAUSED SAID LAND TO BE SUBDIVIDED AND REPLATTED INTO ONE (1) LOT, TO BE NAMED AND NUMBERED AS SHOWN, SAID SUBDIVISION TO BE HEREAFTER KNOWN AS "SEATON SUBDIVISION 2ND REPLAT". SAID OWNER HEREBY RATIFIES AND APPROVES OF THE DISPOSITION OF THEIR PROPERTY, AS SHOWN ON THIS PLAT.

ERIC JOHNSON, PRESIDENT  
RML INVESTMENTS, INC.

### NOTARY:

STATE OF NEBRASKA )  
 ) SS  
 ) COUNTY )

THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME BY ERIC JOHNSON, AND WHO HEREBY ACKNOWLEDGES THE SIGNING OF SAID DEDICATION TO BE HIS VOLUNTARY

ACT AND DEED THIS \_\_\_\_ DAY OF \_\_\_\_\_, A.D., \_\_\_\_\_

NOTARY PUBLIC \_\_\_\_\_

MY COMMISSION EXPIRES \_\_\_\_\_

### CITY OF FREMONT PLANNING COMMISSION APPROVAL :

THIS PLAT OF "SEATON SUBDIVISION 2ND REPLAT", HAS BEEN SUBMITTED TO, AND APPROVED BY THE CITY OF FREMONT PLANNING COMMISSION, AND IS HEREBY TRANSMITTED TO THE CITY COUNCIL OF FREMONT, NEBRASKA, WITH THE RECOMMENDATION THAT THIS PLAT BE APPROVED AS PROPOSED.

DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_

CITY OF FREMONT PLANNING COMMISSION:

CHAIRPERSON \_\_\_\_\_

SECRETARY \_\_\_\_\_

### FREMONT CITY COUNCIL APPROVAL :

THIS PLAT OF "SEATON SUBDIVISION 2ND REPLAT" WAS APPROVED AND ACCEPTED BY THE FREMONT CITY COUNCIL, DODGE COUNTY, NEBRASKA,

THIS \_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_

MAYOR \_\_\_\_\_

CITY CLERK \_\_\_\_\_

### PERIMETER DESCRIPTION :

Part of Lots 1 and 10, of Seaton Subdivision, in Section 10, Township 17 North, Range 8 East of the Sixth P.M., Dodge County, Nebraska, more particularly described as follows: Beginning at the Southeast Corner of said Section 10; thence N00°11'25"W (assumed bearing), a distance of 333.07 to a point of intersection with the westerly extension of the North Line of said Lot 10; thence S89°56'41"E on said North Line and its westerly extension, a distance of 59.18 feet to a point on Northeasterly Line of U.S. Highway No. 30, this being the true point of beginning; thence N20°41'02"W on said Northeasterly Line, a distance of 74.79 feet to a point on the West Line of said Lot 1; thence N00°11'25"W on said West Line, a distance of 86.13 feet to the Southwest Corner of G and K Subdivision; thence S89°56'36"E on the South Line of said G and K Subdivision, a distance of 178.02 feet to the Southeast Corner of said G and K Subdivision; thence S00°11'08"E on the West Line of a parcel of land described and recorded in the Dodge County Register of Deeds Office in Deed Book 1 69, page 563; a distance of 384.07 feet to a point on the Northeasterly Line of U.S. Highway No. 30 ; thence N45°36'36"W on said Northeasterly Line, a distance of 147.39 feet; thence N20°41'02"W continuing on said Northeasterly Line, a distance of 133.73 feet to the true point of beginning.

### SURVEYOR'S CERTIFICATION :

I, DANNY JOE W. MARTINEZ, A REGISTERED LAND SURVEYOR, DO HEREBY CERTIFY THAT THIS PLAT OF "SEATON SUBDIVISION 2ND REPLAT" HAS BEEN SURVEYED BY ME OR UNDER MY SUPERVISION, AND THAT THE LEGAL DESCRIPTION IS AS STATED ON THIS PLAT. PERMANENT MONUMENTS HAVE BEEN FOUND OR ESTABLISHED AT ALL LOCATIONS SHOWN ON THIS PLAT.

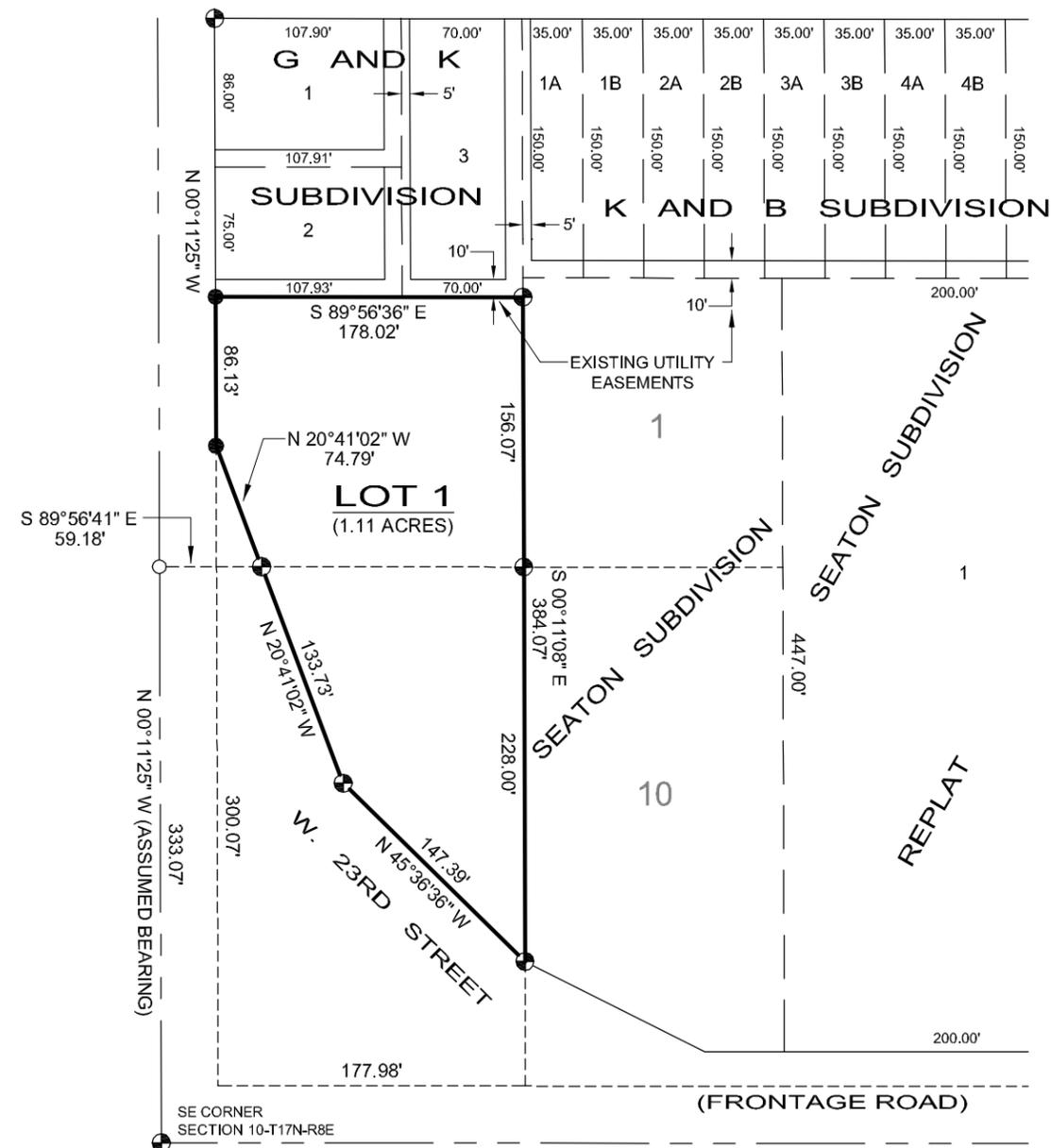
DANNY JOE W. MARTINEZ, L.S. 498  
APRIL 15, 2016



**APEX**  
**LAND SURVEYING, LLC**

Danny Martinez, RLS  
125 N. Clamar Ave.  
Fremont, Nebraska 68025  
(402) 720-9339 Office / Mobile  
danm.surveying@gmail.com

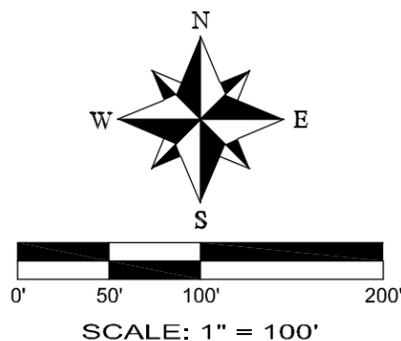
Client: BnE Construction	
Date: 04/15/2016	Project No.: BnE-SeatonSub2ndReplat-Fremont-DodgeCo
Scale: 1" = 100'	Drawing File: BnE-SeatonSub2ndReplat-Fremont-DodgeCo.dwg
Sheet: 1 of 1	Issue No.: 1



### LEGEND:

- ⊕ MONUMENT FOUND
- MONUMENT SET
- COMPUTED POSITION (NOT SET)
- (C) COMPUTED DISTANCE
- (M) MEASURED DISTANCE
- (D) DEED DISTANCE
- (R) RECORD DISTANCE
- (P) PLAT DISTANCE

1. ALL BEARINGS ARE ASSUMED.
2. ALL MONUMENTS FOUND ARE A 5/8" REBAR, WITH A PLASTIC CAP STAMPED "LS 498", UNLESS NOTED OTHERWISE.
3. ALL MONUMENTS SET ARE A 5/8" X 24" REBAR, WITH A PLASTIC CAP STAMPED "LS 498", UNLESS NOTED OTHERWISE.



RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY OF FREMONT, NEBRASKA, APPROVING THE REQUEST TO PLAT APPROXIMATELY 1.1 ACRES, LOCATED AT 1858 W 23<sup>rd</sup> STREET, TO BE KNOWN AS YAGER PLACE SUBDIVISION REPLAT.**

**WHEREAS**, the owners of approximately 1.1 acres, generally described as a replat of part of Lots 1 & 10, of Seaton Subdivision, Section 10, Township 17 North, Range 8 East of the Sixth P.M., Dodge County, Nebraska, wishes to subdivide said lots or tracts; and

**WHEREAS**, *Neb. Rev. Stat. §19-916* enables the local legislative body by ordinance to provide the manner, plan, or method by which land within the corporate limits of any such municipality, or land within the area designated by a city of the first class, may be subdivided, platted, or laid out, including a plan or system for the avenues, streets, or alleys to be laid out within or across the municipality and to require the owners of land to conform to such plans and other requirements of the ordinances; and

**WHEREAS**, Section IX of the City's Subdivision Ordinance requires a final plat to be prepared and submitted to the Planning Commission for recommendation and then to City Council for approval; and

**WHEREAS**, the Planning Commission heard the request for approval of the Final Plat on May 16, 2016, at which time the Commission unanimously recommended in favor of the request;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FREMONT, NEBRASKA, AS FOLLOWS:** That the City of Fremont does hereby approve the Final Plat of approximately 1.1 acres to be known as Seaton Subdivision 2<sup>nd</sup> Replat, Dodge County, Nebraska, said plat being attached hereto and incorporated herein as Exhibit A.

**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 20, 2016

**SUBJECT:** Joint Funding Agreement for LiDAR for the FY16 Eastern Nebraska Urban Area Lidar Project with the USGS

**Recommendation:** Move to approve the resolution

### **Background:**

The City of Fremont was offered the chance to join in with Douglas County, City of Omaha and other local agencies in the area to apply to the United State Department of the Interior Geological Survey (USGS) for a grant to obtain LiDAR imaging data for the Fremont area. The USGS will be utilizing aerial methods to develop elevation and contour data for the members of our group. This data will be very helpful with future development in Fremont and is of extreme importance to our ability to enhance and improve our stormwater system planning and mapping.

### **Findings:**

Planning and Public Works staff have been working together on this project and recommend that the City Council approve the resolution to enter into this agreement and make available the funding for it.

### **Fiscal Impact:**

The cost of our participation in this project is \$8,408.00. The money will come out of the Planning Department budget.

**U.S. DEPARTMENT OF THE INTERIOR  
GEOLOGICAL SURVEY**

**JOINT FUNDING AGREEMENT**

Customer #:  
Agreement #:  
Project #:  
TIN #: 47-6006192  
Fixed Cost Agreement NO

FOR

FY16 Eastern Nebraska Urban Area Lidar Project

**THIS AGREEMENT is entered into as of the, \_\_\_\_\_ day of May, 2016 by the U.S. GEOLOGICAL SURVEY, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the City of Fremont, Nebraska, party of the second part.**

1. The parties hereto agree that subject to availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation activities for the procurement of Lidar data and Lidar-derived elevation products (see attached Statement of Work) herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50; and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) includes In-Kind Services in the amount of \$0.00

(a) by the party of the first part during the period

Amount	Date	to	Date
\$0.00	Date of last signature		June 30, 2017

(b) by the party of the second part during the period

Amount	Date	to	Date
\$8,408.00	Date of last signature		June 30, 2017

(c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: \$0.00

Description of the USGS regional/national program:

(d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.

(e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the part of the first part to insure the required standards of accuracy subject to modification by mutual agreement.
6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner either party may terminate this agreement upon 60 days written notice to the other party.

**9-1366 (Continuation)**

**Customer #:**

**Agreement #:**

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.
8. The maps, records, or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records, or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program and, if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at costs, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records, or reports published by either party shall contain a statement the cooperative relations between the parties.
9. USGS will issue billings utilizing Department of the Interior Bill for Collection (form OI-1040). Billing documents are to be rendered monthly based on project costs. Payments of bills are due within 60 days after the billing date. If not paid by the due date, interest will be charged at the current Treasury rate for each 30 day period, or portion thereof, that the payment is delayed beyond the due date. (31 USC 3717; Comptroller General File B-212222, August 23, 1983).

<b>U.S. Geological Survey</b> <b>United States</b> <b>Department of the Interior</b> <b>USGS Point of Contact</b>		<b>City of Fremont, Nebraska</b>  <b>Customer Point of Contact</b>	
<b>Name:</b> James Langtry, National Map Liaison to Nebraska <b>Address:</b> US Geological Survey 5231 South 19th Street Lincoln, NE 68512  <b>Telephone:</b> 402-328-4128 <b>Email:</b> jlangtry@usgs.gov	<b>Name:</b> Justin Zetterman, PE <b>Address:</b> City Engineer, City of Fremont 400 East Military Ave Fremont, NE 68025  <b>Telephone:</b> 402-727-2636 <b>Email:</b> Justin.Zetterman@fremontne.gov		
<b>Signatures and Date</b>			
<b>Signature:</b>  <b>Name:</b> Kari J. Craun <b>Title:</b> Director, NGTOC	<b>Signature:</b> _____ <b>Name:</b> Scott Getzschman <b>Title:</b> Mayor, City of Fremont, NE		

Digitally signed by KARI  
 DN: c=US, o=U.S. Government,  
 ou=Department of the Interior,  
 ou=Geological Survey, cn=KARI  
 CRAUN,  
 0:9:234219200300.100.1.1=14001  
 000295101  
 Date: 2016.05.12 05:45:26 -05'00'

## **Statement of Work**

### **2016 Eastern Nebraska Urban area lidar project**

#### **FY16 BAA Award**

April 1, 2016

#### **1) Purpose:**

The USGS and Douglas County, Nebraska will collaborate to acquire high-resolution LiDAR data and produce derived elevation products covering an area of approximately 1789 square miles in Eastern Nebraska, as shown in Attachment A. This project is for Fall 2016 acquisition of high resolution LiDAR data covering portions of Douglas, Lancaster, Sarpy, Dodge, and Washington Counties. The LiDAR data will be processed to produce a classified point cloud, tile-based bare earth Digital Elevation Models (DEMs), and related products. All resulting elevation products will be placed in the public domain and will be made available for viewing and download through the USGS National Map and EarthExplorer.

#### **2) Statement of Work**

USGS will select a qualified vendor to perform the LiDAR collection and processing via the Bureau's Geospatial Product and Service Contract (GPSC). GPSC task orders are awarded to qualified vendors through federal government solicitation. Current solicitation 09CR14-NoSolicitation was issued March 03, 2009. Qualified consultants are selected in accordance with Public Law 92-528 (Brooks Act) and FAR 36.6 - Architect-Engineering Services, which establishes a qualifications-based selection process, in which contracts for Architectural and Engineering services are negotiated on the basis of demonstrated competence and qualification for the type of professional services required at a fair and reasonable price. Vendor selection is based on the following 6 criteria (1) Professional qualifications necessary for satisfactory performance of required services; (2) Specialized experience and technical competence in the type of work required; (3) Capacity to accomplish the work in the required time; (4) Past performance on contracts with Government agencies and private industry in terms of cost control, quality of work, and compliance with performance schedules; (5) Location in the general geographical area of the project and knowledge of the locality of the project and (6) Acceptability under other appropriate evaluation criteria. This process is aligned with the Department's consultant RFP and selection process.

USGS will contribute project funding to the project, administer data quality assurance and quality control (QA/QC), and manage all data deliverables. All land surveys conducted in support of this project will be performed by a qualified professional land surveyor licensed by the State of Nebraska.

The Task Order issued by USGS to the selected GPSC Contractor provides full details regarding project collection requirements and resulting deliverables.

USGS will:

- In combination with FEMA, contribute a BAA share of \$254,931.00 in support of total project cost (USGS NGP: \$120,846.18, FEMA: \$34,084.82, NRCS: 100,000.00).
- Prepare a Task Order for agreed upon products and services.
- Serve as Government Point of Contact during the full period of the Agreement.
- Receive and catalog all project deliverables.
- Inspect all deliverables.
- Prepare product Validation Summary Report(s) and distribute to relevant project Points of Contact.
- Return data to Contractor as needed for error correction/rework.

Douglas County will:

- Coordinate the collection of funds from partners as shown in table 1 totaling \$254,934.00 for production activities associated with LiDAR collection, processing, and derivative product generation. This includes the applicable GPSC assessment fee which is calculated by USGS as 5% of the total contracted project cost.

Table 1. Partnership cost share and total cost estimates for the FY16 Eastern Nebraska Urban Area Lidar project.

Funding Partner(s)	Proposed Contribution Amount
Papio-Missouri River Natural Resources District	\$25,000.00
City of Omaha	\$32,752
Sarpy County	\$28,475.00
City of Fremont	\$8,408.00
City of Blair	\$13,000.00
City of Lincoln/ Lancaster County	\$137,299.00
Douglas County	\$10,000.00
Funding Partner Totals (from above)	\$254,934.00

### 3) Specifications and Deliverables

All specifications and deliverables will meet or exceed the (Quality Level 2) U.S. Geological Survey LiDAR Guidelines and Base Specification, v 1.2 (<http://pubs.usgs.gov/tm/11b4/>). To supplement USGS specifications, FEMA-specific requirements such as cross section surveys, treatment of bridges and other features appearing in FEMA Procedure Memorandum No. 61 – Standards for LiDAR and Other High Quality Digital Topography, (<http://www.fema.gov/media->

library/assets/documents/6998?id=2206) will be adhered to and reflected in final product delivery.

#### 4) **Project Data Specifications**

a) Vertical Datum:

NAVD88 using the most recent approved Geoid model from the National Geodetic Survey (NGS) for purposes of performing conversions from ellipsoidal heights to orthometric heights.

b) Horizontal Datum:

Horizontal NAD83/ High Accuracy Reference Network 2007 adjustment (NAD83/2007).

c) Coordinate System and Projection:

Nebraska State Plane, U.S. Survey feet.

d) Tiling Scheme:

A single non-overlapped tiling scheme (the Project Tiling Scheme) will be established and agreed upon by the data producer and the USGS before collection. This scheme will be used for ALL tiled deliverables.

- Tile size is required to be an integer multiple of the cell size of raster deliverables.
- Tiles are required to be sized using the same units as the coordinate system of the data.
- Tiles are required to be indexed in X and Y to an integer multiple of the tile's X-Y dimensions.
- All tiled deliverables will conform to the Project Tiling Scheme, without added overlap.
- Tiled deliverables will edge-match seamlessly and without gaps.

e) Ground Points:

Full Point Cloud, LAS 1.4 format

f) Data Quality and Flight Season

Where possible:

- LiDAR collection during leaf-off season.
- LiDAR will not be collected prior to 72 hours following a rain event of 0.5" or greater within the project area.
- LiDAR data collection will not occur during high water events.

g) LiDAR Nominal Pulse Spacing:

Nominal Pulse Spacing of 0.7-meter or better for this LiDAR collection project. Maximum final post spacing sufficient to accommodate 2 points per square meter in unobstructed areas for random point data.

h) Vertical Accuracy:

RMSE<sub>z</sub> 0.32 ft (10 cm) to support 1 ft contour accuracy (Vegetated Vertical Accuracy 0.96 ft or 29.4 cm).

i) Tie to Existing LiDAR Data

LiDAR data collected for this project will be tied to LiDAR-derived elevations collected during previous adjacent projects so as to minimize differences in surface elevations at the intersecting seams of the project areas. The vertical difference along a tie-edge will not exceed the Non-vegetated Vertical Accuracy (NVA) and Vegetated Vertical Accuracy (VVA) in specific vegetation types.

j) Digital Elevation Model (DEM):

Bare Earth, hydro-flattened, 5-ft grid post spacing, ESRI Float Grid format, and constructed with a 5-ft cell size inserted at a 5-ft or 0-ft Nebraska State Plane coordinate. Delivery will include a mosaiced DEM data set and a set of individually tiled DEMs.

k) Contours

The data shall be processed to provide 1 foot interval contours with smoothing applied.

l) Metadata:

Processed LiDAR data and derived products will include FGDC-compliant metadata.

m) Data Delivery Media:

External Hard Drive

## 5) **Schedule and Data Delivery**

The LiDAR collection component of this project is planned to occur from March 15, 2016 through December 31, 2016, or as acceptable capture conditions allow. All processed data and derived products defined in the USGS project Task Order will be sent directly to USGS National Geospatial Technical Operations Center by the GPSC Contractor for evaluation.

USGS will evaluate project deliverables within 60 days of receipt. Substandard deliverables will be returned to the Contractor for correction/rework. The Contractor will remedy all discrepancies identified and return corrected deliverables to USGS within 30 days of notification for subsequent inspection. Upon acceptance of project deliverables, the Contractor will provide a copy of all deliverables to the NITCGISC LiDAR project Point of Contact.

## 6) **Other terms**

Every effort will be made to award contract(s) to complete the work as described in this SOW. However, if the total funding amount is not sufficient to complete the work as described, then adjustments will be made to either obtain additional funding, or, the project will be re-scoped to the mutual satisfaction of all stakeholders.

Data over military properties is not anticipated to be shared with partners or the public, unless clearance is provided. Should unexpected restrictions affect access to other data over military properties, then only federal funds will be applied to those areas.

If data acquisition cannot be completed during a single season due to unacceptable capture conditions, then it is possible that the remaining AOI would be acquired during the next suitable collection window which may or may not be in the same calendar year.

## 7) **Contacts**

<b>USGS Financial Contacts:</b>		<b>Papio-Missouri River NRD Financial Contact</b>
Jim Almekinder	Name	Carey Fry, CPA, CGFM, CGMA Senior Accountant
US Geological Survey		Papio-Missouri River NRD
1400 Independence Road, MS317	Address	8901 South 154 <sup>th</sup> Street
Rolla, MO 65401		Omaha, NE 68138-3621
573-308-3549	Telephone	402-444-6222 x221
jalmekinder@usgs.gov	E-Mail	cfry@papionrd.org
		<b>Sarpy County, Nebraska Financial Contact</b>
Gail Dunn	Name	Bill Herr, Project Administrator
US Geological Survey		Sarpy County Public Works
1400 Independence Road, MS318	Address	15100 South 84 <sup>th</sup> Street
Rolla, MO 65401		Papillion, NE 68046
573-308-3756	Telephone	402-537-6906
gdunn@usgs.gov	E-Mail	herb@sarpy.com

<b>Douglas County Financial Contact</b>		<b>City of Lincoln/Lancaster County GIS Financial Contact</b>
Tom McDonald	Name	Jeff McReynolds
Engineer/Manager		GIS Coordinator
Douglas County Engineer 15505 West Maple Road.	Address	555 South 10 <sup>th</sup> Street
Omaha, NE 68183		Lincoln, NE 68508

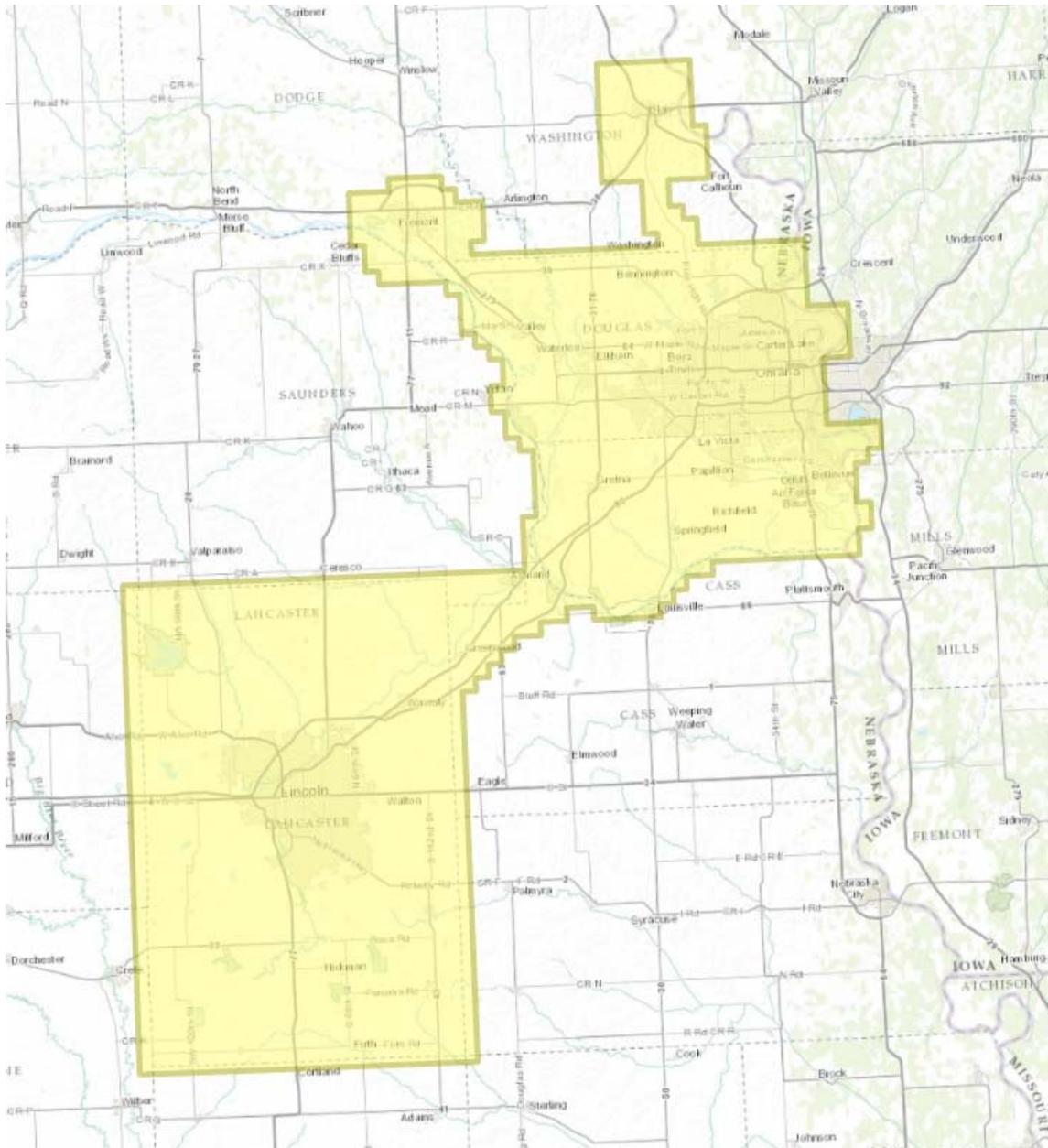
402-444-6372	Telephone	402-441-6155
Tom.McDonald@douglascounty-ne.gov	E-Mail	JMcReynolds@lincoln.ne.gov
<b>City of Blair, NE Financial Contact</b>		<b>City of Omaha, NE Financial Contact</b>
Rod Storm City Administrator	Name	Heather Tippey Pierce General Services Division Manager
City of Blair		Omaha public Works Department
218 S 16 <sup>th</sup> Street	Address	1819 Farnam St, Ste 600
Blair, NE 68008		Omaha, Ne 68183
402-426-6693	Telephone	402-444-3275
rodstorm@ci.blair.ne.us	E-Mail	HTPierce@cityofomaha.org
<b>City of Fremont Financial Contact</b>		
Jody Sanders	Name	
Finance Director		
400 East Military Ave	Address	
Fremont, NE 68025		
402-727-2627	Telephone	
Jody.Sanders@FremontNE.com	E-Mail	

<b>USGS Delivery to:</b>		<b>Partner Delivery to:</b>
James Langtry	Name	Mike Schonlau
National Map Liaison US Geological Survey		GIS Coordinator Douglas County
5231 South 19 <sup>th</sup> Street	Address	1819 Farnam St., Suite 402
Lincoln, NE 68512		Omaha, NE 68183
402-328-4128	Telephone	402-444-3982
jlangtry@usgs.gov	E-Mail	mschonlau@douglascounty-ne.gov

# Attachment A

## 2016 Eastern Nebraska Urban area lidar project

### Project Area



RESOLUTION NO. \_\_\_\_\_

**A Resolution of the City Council of the City of Fremont, Nebraska, to enter into a Joint Funding Agreement with the U.S. Department of the Interior Geological Survey (USGS) for the FY16 Eastern Nebraska Urban Area Lidar Project, to authorize the Mayor to sign the Joint Funding Agreement and to make available the necessary funding.**

**WHEREAS**, the City of Fremont and its partners have entered into an agreement with the USGS in the which the USGS is to provide digital terrain information to the City and its partners, and;

**WHEREAS**, said digital terrain information will be an asset to the City of Fremont in its future planning, development and stormwater activities, and;

**WHEREAS**, the agreement with the USGS requires that the City of Fremont make a local contribution to the project in the amount of \$8,408.00;

**NOW, THEREFORE BE IT RESOLVED** That the City of Fremont agrees to enter into a Joint Funding Agreement for the FY16 Eastern Nebraska Urban Area Lidar Project with the U.S. Department of the Interior Geological Survey.

PASSED AND APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2016

\_\_\_\_\_  
SCOTT GETZSCHMAN, MAYOR

ATTEST:

\_\_\_\_\_  
TYLER FICKEN, CITY CLERK

## STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL  
FROM: Dave Goedeken, Public Works Director, Public Works Department  
DATE: May 16, 2016  
SUBJECT: Airport Aerial Applicators Agreement

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Recommendation: Move to approve Resolution.

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**Background:** GFG Spray Services has applied for an Aerial Applicators Agreement to operate a Crop Dusting Service from the Fremont Airport for the 2016 Spraying Season. The Agreement stipulates that the applicant show proof of insurance, will comply with all local, state, and federal requirements, and will pay a \$1,500.00 fee.

**Fiscal Impact:** The City of Fremont receives a fee of \$1,500.00 for this agreement, there are no City expenses related to this agreement.

## **AERIAL APPLICATOR AGREEMENT**

THIS AGREEMENT made and entered into by and between the City of Fremont, hereinafter referred to as “City”, and \_\_\_\_\_, hereinafter referred to as “Aerial Applicator.”

WHEREAS, Aerial Applicator desires to use the airport in connection with its aerial application and crop dusting business, and

WHEREAS, City agrees to allow Aerial Applicator to use the airport for said aerial application business but desires to be indemnified against any environmental hazard or waste contamination.

NOW, THEREFORE, in consideration of the mutual covenants herein described, the parties agree as follows:

1. Aerial Applicator shall pay a fee of \$1,500.00 before the start of Aerial Applicator spray operations, for the calendar year of \_\_\_\_\_, for the use of the airport in connection with its aerial application business. The term of this Agreement shall be for the calendar year of \_\_\_\_\_. Aerial Applicator shall also provide and have available a spill prevention kit to contain and absorb any fuel or chemical spill on Fremont Airport property. Any spills will be cleaned up immediately and completely at the Aerial Applicator’s expense and to the satisfaction of the City of Fremont.
2. The parties acknowledge that Aerial Applicator uses certain hazardous substances in the course of conducting its business. Aerial Applicator shall, at Aerial Applicator’s sole cost and expense, comply with all the requirements and orders now in force in which may hereafter be imposed by all federal, state, county, municipal and other applicable governmental authorities pertaining to Aerial Applicator’s use and occupancy of the airport for its aerial application business.
  - a. In the event Aerial Applicator receives a notice of violation from a governmental authority or becomes aware of an event or condition which would give rise to violation, Aerial Applicator shall give prompt notice thereof to the Airport Manager, including an accurate and complete written report of the event or condition. Aerial Applicator shall also provide to the Airport Manager a written plan for the repair, abatement or remediation, as the case may be, of the violation, including a timetable for completion of the plan. Aerial Applicator shall promptly execute the plan at his sole cost and expense.
  - b. In the event Aerial Applicator fails to perform any act required under this paragraph 2, it shall be deemed in default under the terms of this Agreement and City may terminate this Agreement. City shall be entitled to collect from Aerial Applicator any fines, penalties,

expenses of repair, expenses of remediation (including professional's expenses and consultant's fees) and all direct and consequential damages incurred as a result of Aerial Applicator's default under this paragraph 2.

3. Aerial Applicator agrees to indemnify and hold City harmless against any loss, liability, cost, expense or claim, including but not limited to attorney fees, disbursements, laboratory fees and consultant fees which the City may sustain resulting from or on account of any claims arising from the enforcement of any environmental protection laws by any federal, state or municipal environmental protection laws, regulations or policies. Aerial Applicator shall not be responsible for any expense related to any condition created or contributed to by City, which condition is volatile of any environmental law, regulation or policy. The provisions of this paragraph shall survive the termination of this Agreement and inure to the benefit of City, its successors or assigns.
4. Aerial Applicator shall obtain, maintain in full force and effect, and strictly comply with any and all governmental permits, approvals and authorizations necessary for the conduct of its business operations and shall supply the City with copies of such permits, approvals and authorizations. Aerial Applicator shall promptly notify the Airport Manager of the expiration or the revocation of any such permits, approvals and authorizations and shall promptly notify the Airport Manager with a copy of any notice of violation of any environmental law, regulation, state, ordinance, policy or Aerial Applicator receives.
5. Aerial Applicator shall have and use radios while performing spray operations off the Fremont Municipal Airport.
6. The Aerial Applicator shall purchase their fuel at the Fremont Municipal Airport while operating from the site.
7. The parties hereto recognize that Aerial Applicator will be using or producing substances which are deemed "hazardous" under certain federal and state laws and regulations, that such use or production will be in the ordinary course of Aerial Applicator's business and cannot be avoided, and that there are no substitute substances available which are not "hazardous" substances.
8. The parties further recognize that the City needs adequate assurances that in the event of an adverse environmental occurrence, such as a leak during storage, transportation, handling or disposal, or a release of one of these substances, Aerial Applicator will have sufficient financial resources to remedy the problem, as required by federal and state law, and to adequately compensate for injury to person or property of third parties who may be affected by the adverse environmental occurrence. The term "an adverse environmental event" shall be defined as a release of a hazardous substance (as defined below), which release either poses a threat to the

quality of air, water, lawn, fish, wildlife or natural resources, or a threat of damage to persons or property, and which will require remediation under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA).

9. The parties further recognize that under CERCLA, 42 USC § 9601 et seq., the federal authorities are not required to recognize the hold harmless provision contained elsewhere in this Agreement, whereby Aerial Applicator agrees to indemnify City for the cost of remediation and injury to persons and property, among other things. The intent of the parties is to provide a source of funds to reimburse City for such remediation costs and damages, should they be deemed liable therefore by any governmental authority or court of law. Accordingly, Aerial Applicator shall provide written proof by providing a copy of the insurance policy, bond or irrevocable letter of credit (hereafter "security"), in at least the amount of \$2,000,000, which shall name the City as additionally insured, beneficiary or payee, as the case may be. The security shall be payable to City in the event that an adverse environmental event occurs on the leased property.
10. The term "hazardous substance" shall mean any substance hazardous under any of the following statutes, or under any other statute or regulation of any governmental authority: The Comprehensive Environmental Response, Compensation and Liability Act, 42 USC § 9601 et seq.; the Resource Conservation and Recovery Act, 42 USC § 6901 et seq.; the Hazardous Material Transportation Act, 49 USC § 1801 et seq.; and the Toxic Substances Control Act, 15 USC § 2601 et seq.; and regulations promulgated thereunder.
11. It is the intent of the parties that Aerial Applicator be responsible for the expense of any clean up, remediation or damages. The security is to be provided as extra protection against such expenses.
12. Aerial Applicator shall provide proof of the existence of such security to City before using the airport for aerial application. Aerial Applicator shall also provide to City proof of payment of any premium or fees in connection with the security. If an insurance policy is used, Aerial Applicator shall obtain a clause in the policy guaranteeing City thirty (30) days notice prior to cancellation of the policy for any reason. In the event Aerial Applicator fails to pay a premium or fee when due, City may pay the same and charge the cost thereof back to Aerial Applicator as additional fees. Such additional fees shall be due and payable on the first day of the month following the month in which City made payment. Failure to maintain the required security throughout the duration of the agreement term, or to reimburse City for its payment of a premium or fee, shall be an event of default under this Agreement.
13. Aerial Applicator shall perform any act or produce any data which may be required by a company which agrees to provide the security. This may include, but shall not be limited to, undertaking an

environmental site assessment, allowing periodic review of business records by the company, or releasing financial data and descriptions of business operations.

14. Aerial Applicator shall use all reasonable means to prevent an adverse environmental occurrence and City, through its representatives, employees and agents, shall be permitted at all reasonable times to inspect any of Aerial Applicator's facilities and equipment for the purpose of determining compliance with this paragraph.
15. This Agreement shall not be assigned by Aerial Applicator without express written consent of City.

WHEREFORE, the parties have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Aerial Applicator

FREMONT MUNICIPAL CITY

By: \_\_\_\_\_

## AERIAL APPLICATOR AGREEMENT

THIS AGREEMENT made and entered into by and between the City of Fremont, hereinafter referred to as "City", and GFG Spray Service, LLC, hereinafter referred to as "Aerial Applicator."

WHEREAS, Aerial Applicator desires to use the airport in connection with its aerial application and crop dusting business, and

WHEREAS, City agrees to allow Aerial Applicator to use the airport for said aerial application business but desires to be indemnified against any environmental hazard or waste contamination.

NOW, THEREFORE, in consideration of the mutual covenants herein described, the parties agree as follows:

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  - a. In the event Aerial Applicator receives a notice of violation from a governmental authority or becomes aware of an event or condition which would give rise to violation, Aerial Applicator shall give prompt notice thereof to the Airport Manager, including an accurate and complete written report of the event or condition. Aerial Applicator shall also provide to the Airport Manager a written plan for the repair, abatement or remediation, as the case may be, of the violation, including a timetable for completion of the plan. Aerial Applicator shall promptly execute the plan at his sole cost and expense.
  - b. In the event Aerial Applicator fails to perform any act required under this paragraph 2, it shall be deemed in default under the terms of this Agreement and City may terminate this Agreement. City shall be entitled to collect from Aerial Applicator any fines, penalties, expenses of repair, expenses of remediation (including professional's expenses and

consultant's fees) and all direct and consequential damages incurred as a result of Aerial Applicator's default under this paragraph 2.

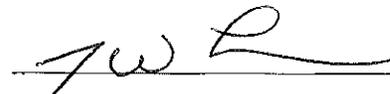
3. Aerial Applicator agrees to indemnify and hold City harmless against any loss, liability, cost, expense or claim, including but not limited to attorney fees, disbursements, laboratory fees and consultant fees which the City may sustain resulting from or on account of any claims arising from the enforcement of any environmental protection laws by any federal, state or municipal environmental protection laws, regulations or policies. Aerial Applicator shall not be responsible for any expense related to any condition created or contributed to by City, which condition is volatile of any environmental law, regulation or policy. The provisions of this paragraph shall survive the termination of this Agreement and inure to the benefit of City, its successors or assigns.
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5. Aerial Applicator shall have and use radios while performing spray operations off the Fremont Municipal Airport.
6. The Aerial Applicator shall purchase their fuel at the Fremont Municipal Airport while operating from the site.
7. The parties hereto recognize that Aerial Applicator will be using or producing substances which are deemed "hazardous" under certain federal and state laws and regulations, that such use or production will be in the ordinary course of Aerial Applicator's business and cannot be avoided, and that there are no substitute substances available which are not "hazardous" substances.
8. The parties further recognize that the City needs adequate assurances that in the event of an adverse environmental occurrence, such as a leak during storage, transportation, handling or disposal, or a release of one of these substances, Aerial Applicator will have sufficient financial resources to remedy the problem, as required by federal and state law, and to adequately compensate for injury to person or property of third parties who may be affected by the adverse environmental occurrence. The term "an adverse environmental event" shall be defined as a release of a hazardous substance (as defined below), which release either poses a threat to the quality of air, water, lawn, fish, wildlife or natural resources, or a threat of damage to persons or

property, and which will require remediation under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA).

9. The parties further recognize that under CERCLA, 42 USC § 9601 et seq., the federal authorities are not required to recognize the hold harmless provision contained elsewhere in this Agreement, whereby Aerial Applicator agrees to indemnify City for the cost of remediation and injury to persons and property, among other things. The intent of the parties is to provide a source of funds to reimburse City for such remediation costs and damages, should they be deemed liable therefore by any governmental authority or court of law. Accordingly, Aerial Applicator shall provide written proof by providing a copy of the insurance policy, bond or irrevocable letter of credit (hereafter "security"), in at least the amount of \$2,000,000, which shall name the City as additionally insured, beneficiary or payee, as the case may be. The security shall be payable to City in the event that an adverse environmental event occurs on the leased property.
10. The term "hazardous substance" shall mean any substance hazardous under any of the following statutes, or under any other statute or regulation of any governmental authority: The Comprehensive Environmental Response, Compensation and Liability Act, 42 USC § 9601 et seq.; the Resource Conservation and Recovery Act, 42 USC § 6901 et seq.; the Hazardous Material Transportation Act, 49 USC § 1801 et seq.; and the Toxic Substances Control Act, 15 USC § 2601 et seq.; and regulations promulgated thereunder.
11. It is the intent of the parties that Aerial Applicator be responsible for the expense of any clean up, remediation or damages. The security is to be provided as extra protection against such expenses.
12. Aerial Applicator shall provide proof of the existence of such security to City before using the airport for aerial application. Aerial Applicator shall also provide to City proof of payment of any premium or fees in connection with the security. If an insurance policy is used, Aerial Applicator shall obtain a clause in the policy guaranteeing City thirty (30) days notice prior to cancellation of the policy for any reason. In the event Aerial Applicator fails to pay a premium or fee when due, City may pay the same and charge the cost thereof back to Aerial Applicator as additional fees. Such additional fees shall be due and payable on the first day of the month following the month in which City made payment. Failure to maintain the required security throughout the duration of the agreement term, or to reimburse City for its payment of a premium or fee, shall be an event of default under this Agreement.
13. Aerial Applicator shall perform any act or produce any data which may be required by a company which agrees to provide the security. This may include, but shall not be limited to, undertaking an environmental site assessment, allowing periodic review of business records by the company, or releasing financial data and descriptions of business operations.

- 14. Aerial Applicator shall use all reasonable means to prevent an adverse environmental occurrence and City, through its representatives, employees and agents, shall be permitted at all reasonable times to inspect any of Aerial Applicator's facilities and equipment for the purpose of determining compliance with this paragraph.
- 15. This Agreement shall not be assigned by Aerial Applicator without express written consent of City.

WHEREFORE, the parties have executed this Agreement this 21 day of April,  
2016

  
\_\_\_\_\_

Aerial Applicator

FREMONT MUNICIPAL CITY

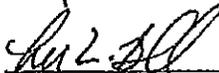
By: \_\_\_\_\_

**AMENDED AND RESTATED ARTICLES OF ORGANIZATION  
OF  
GFG SPRAY SERVICE, LLC**

The Articles of Organization of GFG Spray Service, LLC, f/k/a Midwest Spray Service, LLC, filed on July 13, 2007 with the Missouri Secretary of State are hereby amended and restated in its entirety by these Amended and Restated Articles of Organization.

1. The name of the limited liability company is: GFG Spray Service, LLC
2. The purpose for which the limited liability company is organized:  
The transaction of any lawful business for which a limited liability company may be organized under the Missouri Limited Liability Company Act, Chapter 347 RSMo.
3. The name and address of the limited liability company's registered agent in Missouri is: BC Agent Services, Inc., 3500 One Kansas City Place, 1200 Main Street, Kansas City, Missouri 64105.
4. The management of the limited liability company is vested in one or more members.
5. The duration for this limited liability company is perpetual.
6. The name and street address of the organizer is:  
Sarah Pfannenstiel, 1200 Main Street, Suite 3500, Kansas City, Missouri 64105
7. The date of occurrence that required these amendments is September 30, 2013.

In Affirmation thereof, the facts stated above are true and correct this 21<sup>st</sup> day of September, 2013.

  
\_\_\_\_\_  
Lee Blank, Authorized Person

**SECOND AMENDED AND RESTATED OPERATING AGREEMENT  
OF  
GFG SPRAY SERVICE, LLC**

This Second Amended and Restated Operating Agreement ("Agreement") of GFG Spray Service, LLC f/k/a Midwest Spray Service, LLC, a Missouri limited liability company (the "Company"), effective as of January 29, 2014, is entered into by GFG Ag Services, LLC, a Delaware limited liability company, as the sole member of the Company (the "Member").

**RECITALS**

**WHEREAS**, the Articles of Organization of the Company were executed and filed with the Office of the Secretary of State of the State of Missouri on July 13, 2007, forming the Company as a limited liability company under and pursuant to the Missouri Limited Liability Company Act (as amended from time to time, the "Act");

**WHEREAS**, the prior members of the Company entered into the Operating Agreement of the Company on July 13, 2007, and such Operating Agreement was amended and restated in its entirety on September 30, 2013 (collectively, the "Original Agreement"); and

**WHEREAS**, the Member does hereby adopt this Agreement as the operating agreement of the Company, hereby amending and restating the Original Agreement in its entirety pursuant to the terms hereof, and agrees that the membership in and management of the Company shall be governed by the terms set forth herein, with the intention that this Agreement shall constitute the "operating agreement" (as that term is used in the Act) of the Company.

**AGREEMENT**

**NOW, THEREFORE**, the Member agrees as follows:

1. **Name**. The name of the Company is GFG Spray Service, LLC.
2. **Purpose**. The purpose of the Company is to engage in any lawful act or activity for which limited liability companies may be formed under the Act and to engage in any and all activities necessary or incidental thereto.
3. **Principal Office; Registered Agent**.
  - (a) **Principal Office**. The location of the principal office of the Company shall be such location as the Member may from time to time designate.

(b) Registered Agent. The Company's registered agent and office in the State of Missouri shall be the agent and office as set forth in the Articles of Organization of the Company, or such other registered agent and/or registered office as the Member may hereinafter determine.

4. Member.

(a) Initial Member. The Member is deemed admitted as the sole Member of the Company.

(b) Additional Members. One or more additional members may be admitted to the Company with the consent of the Member. Prior to the admission of any such additional members to the Company, the Member shall amend this Agreement to make such changes as the Member shall determine to reflect the fact that the Company shall have such additional members. Each additional member shall execute and deliver a supplement or counterpart to this Agreement, as necessary.

(c) Membership Interests; Certificates. The Company will not issue any certificates to evidence ownership of the membership interests.

5. Management.

(a) Authority; Powers and Duties of the Member. The Member shall have exclusive and complete authority and discretion to manage the operations and affairs of the Company and to make all decisions regarding the business of the Company. Any action taken by the Member shall constitute the act of and serve to bind the Company. Persons dealing with the Company are entitled to rely conclusively on the power and authority of the Member as set forth in this Agreement. The Member shall have all rights and powers of a manager under the Act, and shall have such authority, rights and powers in the management of the Company to do any and all other acts and things necessary, proper, convenient or advisable to effectuate the purposes of this Agreement.

(b) Election of Officers; Delegation of Authority. The Member may, from time to time, designate one or more officers with such titles as may be designated by the Member to act in the name of the Company with such authority as may be delegated to such officers by the Member (each such designated person, an "Officer"). Any such Officer shall act pursuant to such delegated authority until such Officer is removed by the Member. Any action taken by an Officer designated by the Member pursuant to authority delegated to such Officer shall constitute the act of and serve to bind the Company. Persons dealing with the Company are entitled to rely conclusively on the power and authority of any Officer set forth in this Agreement and any instrument designating such Officer and the authority delegated to him or her.

6. Limitations of Liability.

(a) Exculpation. To the fullest extent permitted by applicable law, no (i) Member or affiliate of a Member, (ii) member, stockholder, partner, manager, director, officer, employee or agent of a Member or an affiliate of a Member; (iii) Officer, employee or agent of the Company, (iv) affiliate, member, stockholder, partner, manager, director, officer, employee or agent of any direct or indirect wholly owned subsidiary of the Company ("Subsidiary"), or (v) person or entity who is serving at the request of the Company as a partner, manager, trustee, administrator, director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise which is associated with the Company (such entities in clause (v), "Associated Entities") (each in clauses (i)-(v) above, an "Indemnitee") shall be liable to the Company or to any Member for any act performed or omission made by such person in such capacity in connection with this Agreement, the matters contemplated herein or with respect to the business of the Company, any Subsidiary or any Associated Entity, as the case may be, unless such act or omission constitutes fraud, gross negligence or a willful illegal act; provided, however, that the exculpation set forth in this Section 6(a) shall not apply with respect to any act or omission arising on or prior to September 30, 2013, or as to any act or omission arising directly or indirectly out of the transactions provided for in that certain Subscription, Contribution and Purchase Agreement among GFG Ag Holdings, LLC, NGP X US Holdings, LP, Lee Blank, Steven W. Gage, Cris E. Gage, Scott E. Gage, Brad M. Gage, Tracey G. Wright, Douglas E. McQuinn, Gage's Fertilizer & Grain, Inc., Gage Farms, Inc., Gage's Insurance Agency, Inc. and Northwest Ag Finance LLC, and any agreements, documents or instruments executed in conjunction therewith or related to the transactions referenced therein, including, without limitation, the Limited Liability Company Agreement of GFG Ag Holdings, LLC, the Voting and Transfer Restriction Agreement, the Confidentiality and Non-Compete Agreements and the Advisory Services Agreement between such parties (the "Transaction Documents").

(b) Indemnification. The Company shall, to the fullest extent permitted by law, indemnify, defend and hold harmless any Indemnitee (and its, his or her respective successors, heirs and legal and personal representatives) who was or is a party, or is threatened to be made a party, to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (including any action by or in the right of the Company), by reason of any acts or omissions or alleged acts or omissions arising out of such Indemnitee's activities either on behalf of the Company, any Subsidiary or any Associated Entity and in furtherance of the interests thereof, against all claims, liabilities, damages, losses, costs and expenses (including amounts paid in satisfaction of judgments, in compromises and settlements, as fines and penalties and legal or other costs and reasonable expenses of investigating or defending against any claim or alleged claim) of any nature whatsoever, known or unknown, liquidated or unliquidated, that are incurred by any Indemnitee and arise out of or in connection with such action, suit or proceeding; *provided*, that such Indemnitee's act or omission does not constitute gross negligence, fraud, or a willful illegal act. The right to indemnification conferred in this Section 6(b) shall include the right to be paid or reimbursed by the

Company for expenses incurred by an Indemnitee of the type entitled to be indemnified under Section 6(b) who was, is, or is threatened to be made, a named defendant or respondent in a proceeding in advance of the final disposition of the proceeding and without any determination as to the Indemnitee's ultimate entitlement to indemnification. Such expenses shall, at the request of the Indemnitee entitled to be indemnified under this Section 6(b), be advanced by the Company on behalf of such Indemnitee in advance of the final disposition of a proceeding so long as such Indemnitee shall have provided the Company with a written undertaking, by or on behalf of such Indemnitee, to repay all amounts so advanced if it shall ultimately be determined that such Indemnitee is not entitled to be indemnified under this Section 6(b) or otherwise. Notwithstanding the foregoing, the indemnity and expense reimbursement set forth in this Section 6(b) shall not apply with respect to any act or omission arising on or prior to September 30, 2013, or as to any act or omission arising directly or indirectly out of the Transaction Documents.

(c) Cumulative Right; Primary Obligation; No Repeal. The right of any Indemnitee to the indemnification provided in this Section 6 is cumulative of, and in addition to, any and all rights to which such Indemnitee may otherwise be entitled by contract or as a matter of law or equity, and extends to such Indemnitee's successors, assigns and legal representatives; *provided*, that (i) to the extent that any Indemnitee is entitled to be indemnified by the Company, any other Indemnitee and/or any insurer under a policy procured by such Indemnitee, the obligations of the Company hereunder shall be primary and the obligations of such other Indemnitee or insurer secondary; and (ii) the Company shall not be entitled to contribution or indemnification from or subrogation against such other Indemnitee or insurer. If this Section 6 or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Company shall nevertheless indemnify, defend and hold harmless each Indemnitee pursuant to this Section 6 to the fullest extent permitted by any applicable portion of this Section 6 that shall not have been invalidated and to the fullest extent permitted by law. The provisions of this Section 6 shall be a contract between the Company, on the one hand, and each Indemnitee, on the other hand, pursuant to which the Company and each such Indemnitee intend to be legally bound. No amendment, modification or repeal of this Section 6 that adversely affects the rights of an Indemnitee to indemnification incurred or relating to a state of facts existing prior to such amendment, modification or repeal shall apply in such a way as to eliminate or reduce such Indemnitee's entitlement to indemnification without the Indemnitee's prior written consent.

7. Term. The term of the Company shall be perpetual unless the Company is dissolved and terminated in accordance with Section 11.

8. Capital Contributions. The Member may contribute to the Company such cash, property or services as determined by the Member.

9. Tax Status; Income and Deductions.

(a) Tax Status. Unless otherwise determined by the Member, as long as the Member is the sole member of the Company, it is the intention of the Company and the Member that the Company be treated as a disregarded entity for federal income and all relevant state or local tax purposes and neither the Company nor the Member shall take any action or make any election which is inconsistent with such tax treatment. All provisions of this Agreement are to be construed so as to preserve the Company's tax status as a disregarded entity.

(b) Income and Deductions. All items of income, gain, loss, deduction and credit of the Company (including, without limitation, items not subject to federal or state income tax) shall be treated for federal and all relevant state income tax purposes as items of income, gain, loss, deduction and credit of the Member.

10. Distributions. Distributions shall be made to the Member at the times and in the amounts determined by the Member.

11. Dissolution; Liquidation.

(a) The Company shall dissolve, and its affairs shall be wound up, upon the first to occur of the following: (i) the written consent of the Member; or (ii) any other event or circumstance giving rise to the dissolution of the Company under the Act, unless the Company's existence is continued pursuant to the Act.

(b) Upon dissolution of the Company, the Company shall immediately commence to wind up its affairs and the Member shall promptly liquidate the Company. During the period of the winding up of the affairs of the Company, the rights and obligations of the Member under this Agreement shall continue.

(c) In the event of dissolution, the Company shall conduct only such activities as are necessary to wind up its affairs (including the sale of the assets of the Company in an orderly manner), and all assets of the Company at the time of liquidation (including any proceeds thereof) shall be applied as follows: (i) first, to creditors, to the extent otherwise permitted by law, in satisfaction of liabilities of the Company (whether by payment or the making of reasonable provision for payment thereof); and (ii) thereafter, to the Member.

(d) The Member shall comply with any applicable requirements of the Act pertaining to the winding up and dissolution of the Company.

12. Miscellaneous.

(a) Amendments. Amendments to this Agreement may be made only with the consent of the Member.

(b) Governing Law. This Agreement shall be governed by the laws of the State of Missouri, without regard to its conflicts of laws principles.

(c) Soverability. In the event that any provision of this Agreement shall be declared to be invalid, illegal or unenforceable, such provision shall survive to the extent it is not so declared, and the validity, legality and enforceability of the other provisions hereof shall not in any way be affected or impaired thereby, unless such action would substantially impair the benefits to any party of the remaining provisions of this Agreement.

*[Signature page follows]*

IN WITNESS WHEREOF, the undersigned has executed this Agreement to be effective as of the date first above written.

GFG AG SERVICES, LLC

By:   
Name: Lee L. Blomke  
Its: CEO

4/04/16

Nebraska Department of Agriculture  
Applicator Name search/maintenance

PP0400 8:07:02

Applicator Id... 087129 WHITE JR

DONNIE

1st Application Date...: 8/06/08

Certification.....: C C=Comm., N=Non-comm., P=Private, X=Non-certified

Certification Issue.: 7/28/15

Last Payment Received..: 8 3 2015

Certification Expire: 7/31/17

Payment Expire Date....: 7 31 2017

Previous Issue.....: 7/18/14

Card Printed Date.....: 8 3 2015

Previous Expire.....: 7/31/15

Reciprocal:

State.....: MO

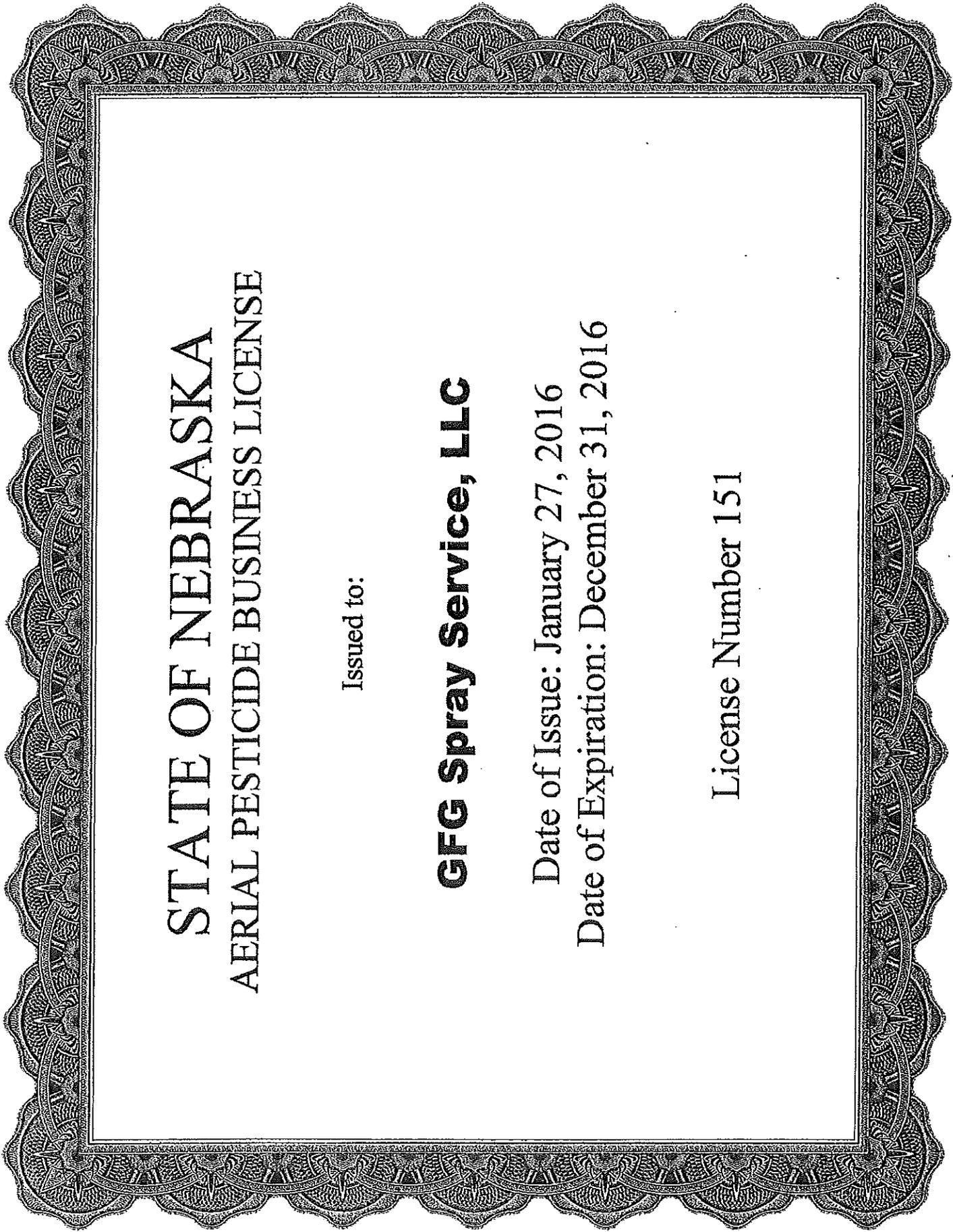
Tribe.....:

Certificate.....: C18209

Issue Date.....: 7/28/15

Expire Date.....: 7/31/17

F3=Exit F6=Payment History F12=Cancel



STATE OF NEBRASKA  
AERIAL PESTICIDE BUSINESS LICENSE

Issued to:

**GFG Spray Service, LLC**

Date of Issue: January 27, 2016

Date of Expiration: December 31, 2016

License Number 151

# Nebraska Secretary of State

- John A. Gale



## Business Services

Home » Corporation and Business Entity Searches

Fri May 8 07:51:13 2015

[PRINT PAGE](#)  
[NEW SEARCH](#)

### Receipt

**This receipt has been e-mailed to you for your convenience and the links will be valid for 7 days ( May 08 2015 to May 15 2015).**

To view your documents, click the "View" button to the far right of the document name.

**Buyer:** John Luedtke  
**Order ID:** 14448240  
**Credit Card:** 4XXXXXXXXXXXX6774  
**Total Amount:** \$7.85

GFG AGRIPRODUCTS, LLC

Certificate of Authority	Oct 27 2014	3 page(s)	\$1.35	<a href="#">VIEW</a>
Letter of Good Standing			\$6.50	<a href="#">VIEW</a>

[Back to Top](#)

**For Help/Information about Corporation Images, please view the FAQ. Thank you!**  
Return to Corporation Searches.

**If you cannot find the entity you are looking for, contact the Business Division at (402) 471-4079.**  
**For technical difficulties/assistance please call Nebraska.gov: 1-800-747-8177**

*RD GFG  
CC*

# STATE OF MISSOURI



**Jason Kander**  
**Secretary of State**

CORPORATION DIVISION  
CERTIFICATE OF GOOD STANDING

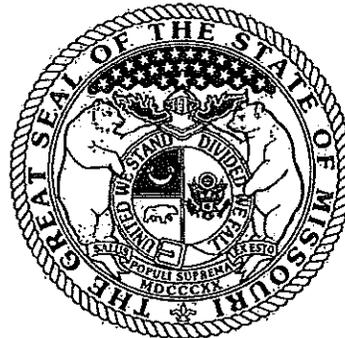
I, JASON KANDER, Secretary of State of the STATE OF MISSOURI, do hereby certify that the records in my office and in my care and custody reveal that

*GFG Agriproducts, LLC*  
*LC1317226*

was created under the laws of this State on the 29th day of May, 2013, and is active, having fully complied with all requirements of this office.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri, Done at the City of Jefferson, this 21st day of October, 2014.

  
Secretary of State



Certification Number: CERT-10212014-0072

# Nebraska Secretary of State

- John A. Gale

## Business Services

Home » Corporation and Business Entity Searches

Mon May 11 16:33:20 2015

PRINT PAGE

NEW SEARCH

### Receipt

**This receipt has been e-mailed to you for your convenience and the links will be valid for 7 days ( May 11 2015 to May 18 2015).**

To view your documents, click the "View" button to the far right of the document name.

**Buyer:** John Luedtke  
**Order ID:** 14534192  
**Credit Card:** 4XXXXXXXXXXXX6774  
**Total Amount:** \$6.50

GFG SPRAY SERVICE, LLC

Letter of Good Standing

\$6.50

VIEW

[Back to Top](#)

**For Help/Information about Corporation Images, please view the FAQ. Thank you!**  
Return to Corporation Searches.

**If you cannot find the entity you are looking for, contact the Business Division at (402) 471-4079.**

**For technical difficulties/assistance please call Nebraska.gov: 1-800-747-8177**

# STATE OF NEBRASKA

United States of America,    } ss.  
State of Nebraska            }

Secretary of State  
State Capitol  
Lincoln, Nebraska

I, John A. Gale, Secretary of State of the  
State of Nebraska, do hereby certify that

## GFG AGRIPRODUCTS, LLC

**a(n) Missouri limited liability company, filed an Application for Certificate of Authority on October 27, 2014 and is hereby authorized to transact business in the state of Nebraska as of the date of this certificate.**

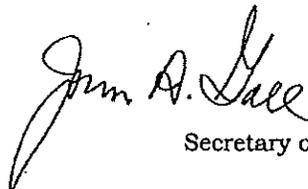
*This certificate is not to be construed as an endorsement, recommendation, or notice of approval of the entity's financial condition or business activities and practices.*

In Testimony Whereof,



I have hereunto set my hand and  
affixed the Great Seal of the  
State of Nebraska on this date of

October 27, 2014

  
Secretary of State

07:51:15

Fri May 8 5

# STATE OF NEBRASKA LETTER OF GOOD STANDING

**JOHN A. GALE**  
Secretary of State

Corporate Division  
Room 1301  
State Capitol  
Lincoln, NE 68509

May 08, 2015

John Luedtke  
1682 County Road G  
Wahoo, NE 68066  
United States of America

Dear John Luedtke

Our records indicate that as of May 08, 2015 at 7:51 AM the corporation known as:

## **GFG AGRIPRODUCTS, LLC**

has registered with the Nebraska Secretary of State's Office and is currently in existence and good standing to do business in the State of Nebraska as of the time and date noted above.

Sincerely,

John A. Gale  
Secretary of State

---

Information on this document provided from the records of the Nebraska Secretary of State Office through [Nebraska.gov](http://Nebraska.gov), an instrumentality of the State of Nebraska

Page 1



APPLICATION FOR CERTIFICATE OF AUTHORITY  
FOREIGN LIMITED LIABILITY COMPANY

Submit in Duplicate

John A. Gale, Secretary of State  
Room 1301 State Capitol, P.O. Box 94608  
Lincoln, NE 68509  
(402) 471-4079  
<http://www.sos.ne.gov>

An original certificate of existence from the appropriate authority in the jurisdiction or state under whose laws the limited liability company was organized must be filed with this document.  
NOTE: A certified copy of the company's certificate of organization may not be filed in lieu of a certificate of existence.

Name of Limited Liability Company GFG Agriproducts, LLC

Alternate Name \_\_\_\_\_  
(complete only if actual name is unavailable for use or does not comply with Nebraska law)

Name and address of registered agent in Nebraska:

Registered Agent Name: CT Corporation System

Registered Agent Address:

5601 South 69th Street                      Lincoln                      NE                      68510  
Street and Mailing Address              City                      State                      Zip

Address of Principal Office:

117 North Alantus Avenue, P.O. Box 100   Stanberry                      MO                      64489  
Street and Mailing Address              City                      State                      Zip

If required by state or jurisdiction of organization, office maintained in that jurisdiction:

117 North Alantus Avenue, P.O. Box 100   Stanberry                      MO                      64489  
Street and Mailing Address              City                      State                      Zip

Organized under the laws of the State or Jurisdiction of Missouri

Nature of the Business, purposes to be conducted or promoted in this state or professional services being rendered:

Agronomy sales

Effective date if other than the date filed \_\_\_\_\_

Doug McQuinn  
Signature of Authorized Representative

Doug McQuinn  
Printed name of Authorized Representative

FILING FEE: \$120.00  
January 1, 2011

Neb. Rev. Stat. 21-156

**APPLICATION FOR CERTIFICATE OF AUTHORITY  
FOREIGN LIMITED LIABILITY COMPANY**

Submit in Duplicate

John A. Gale, Secretary of State  
Room 1301 State Capitol, P.O. Box 94608  
Lincoln, NE 68509  
(402) 471-4079  
<http://www.sos.ne.gov>

An original certificate of existence from the appropriate authority in the jurisdiction or state under whose laws the limited liability company was organized must be filed with this document.  
NOTE: A certified copy of the company's certificate of organization may not be filed in lieu of a certificate of existence.

Name of Limited Liability Company GFG Spray Service, LLC

Alternate Name \_\_\_\_\_

(complete only if actual name is unavailable for use or does not comply with Nebraska law)

Name and address of registered agent in Nebraska:

Registered Agent Name: CT Corporation System

Registered Agent Address: 5601 South 59th Street Lincoln NE 68516

Street Address and Mailing Address City State Zip  
and Post Office Box Number (if any)

Address of Principal Office: GFG Ag Services, LLC, Member

117 North Alantus Avenue Stanberry Missouri 64489

Street and Mailing Address City State Zip

If required by state or jurisdiction of organization, office maintained in that jurisdiction;

\_\_\_\_\_  
Street and Mailing Address City State Zip

Organized under the laws of the State or Jurisdiction of Missouri

Nature of the Business, purposes to be conducted or promoted in this state or professional services being rendered:

Crop spraying services.

Effective date if other than the date filed \_\_\_\_\_

GFG Ag Services, LLC, Member

By: \_\_\_\_\_  
Signature of Authorized Representative  
Lee Blank, Chief Executive Officer

GFG Ag Services, LLC, Member; By: Lee Blank, Chief Executive Officer  
Printed name of Authorized Representative

FILING FEE: \$120.00  
January 1, 2011

Neb. Rev. Stat. 21-156

16:33:21

Mon May 11 5

# STATE OF NEBRASKA LETTER OF GOOD STANDING

**JOHN A. GALE**  
Secretary of State

Corporate Division  
Room 1301  
State Capitol  
Lincoln, NE 68509

May 11, 2015

John Luedtke  
1682 County Road G  
Wahoo, NE 68066  
United States of America

Dear John Luedtke

Our records indicate that as of May 11, 2015 at 4:33 PM the corporation known as:

**GFG SPRAY SERVICE, LLC**

has registered with the Nebraska Secretary of State's Office and is currently in existence and good standing to do business in the State of Nebraska as of the time and date noted above.

Sincerely,

John A. Gale  
Secretary of State

---

Information on this document provided from the records of the Nebraska Secretary of State Office through [Nebraska.gov](http://Nebraska.gov), an instrumentality of the State of Nebraska

OLD REPUBLIC INSURANCE COMPANY  
ADDITIONAL INSURED FOR SPECIFIC COVERAGES

In consideration of an additional premium of \$(incl), it is understood and agreed that this insurance shall be extended to cover the following as an Additional Insured with respect to the negligence of the named insured and only with respect to Aircraft Liability Coverages provided by this policy:

Fremont Municipal City  
3000 East 1st Street  
Fremont, NE 68025

Regardless of the inclusion of more than one insured, whether by endorsement or otherwise, the total limit of liability as stated in Part I shall apply as respects any or all insureds.

Nothing herein contained shall vary, alter, waive or extend any of the terms, provisions, representations, conditions or agreements of the policy other than as above stated.

This endorsement becomes effective JULY 16, 2015 to be attached to and hereby made a part of Policy No. AA 00100901 issued through OLD REPUBLIC INSURANCE COMPANY, issued to: GFG SPRAY SERVICE, LLC, TRUSTOR AND BANK OF UTAH, TRUSTEE  
117 NORTH ALANTHUS AVENUE  
STANBERRY MO 64489

Date of issue 07-16-2015

AA691 (06/99)



## CERTIFICATE OF INSURANCE

This is to certify to  
(Certificate Holder): **Fremont Municipal City**  
3000 E 1<sup>st</sup> Street  
Fremont, NE 68025

The following policy(ies)  
have been issued to: **GFG Spray Service, LLC, Trustor**  
and **Bank of Utah, Trustee**  
117 N. Alanthus Ave.  
Stanberry, MO 64489

**AIRCRAFT POLICY NO:** AA 1009-01      **POLICY PERIOD:** FROM: July 12, 2015 TO: July 12, 2016  
**INSURANCE COMPANY:** OLD REPUBLIC INSURANCE COMPANY

AIRCRAFT LIABILITY EXCLUDING CHEMICAL LIABILITY:	LIMITS OF LIABILITY	
	EACH PERSON	EACH OCCURRENCE
<input type="checkbox"/> A. Bodily Injury Liability Excluding Passengers:	\$	\$
<input type="checkbox"/> B. Property Damage:	\$XXX	\$
<input type="checkbox"/> C. Passenger Bodily Injury:	\$	\$
<input checked="" type="checkbox"/> D. Combined Bodily Injury & Property Damage Liability Excluding Passenger & Excluding Chemical Liability:	\$	\$1,000,000

AIRCRAFT CHEMICAL LIABILITY:	LIMITS OF LIABILITY	
	EACH PERSON	EACH OCCURRENCE
<input type="checkbox"/> E. Limited Chemical Bodily Injury Liability:	\$	\$
<input type="checkbox"/> F. Limited Chemical Property Damage:	\$XXX	\$ Aggregate
<input type="checkbox"/> G. Limited Chemical Combined Bodily Injury/Property Damage:	\$	\$ Aggregate
<input type="checkbox"/> H. Comprehensive Chemical Bodily Injury Liability:	\$	\$ Aggregate
<input type="checkbox"/> I. Comprehensive Chemical Property Damage Liability:	\$XXX	\$
<input checked="" type="checkbox"/> J. Comprehensive Chemical Combined Bodily Injury & Property Damage Liability:	\$XXX	\$ Aggregate
		\$300,000
		\$300,000 Aggregate

DESCRIPTION OF AIRCRAFT	PHYSICAL DAMAGE COVERAGE:		ALL RISKS GROUND AND IN-FLIGHT	
	INSURED VALUE	NOT IN-MOTION	DEDUCTIBLES	
FAA NUMBER: N271LA      YEAR: 2012      MAKE & MODEL: Air Tractor AT-802	\$1,050,000	\$250	\$	\$10,000
	\$	\$	\$	\$
	\$	\$	\$	\$

As respects any Aircraft Owned and Operated by the Named Insured and covered under the above referenced Policy

AIRPORT POLICY NO:	AA 1009-01	POLICY PERIOD:	FROM: July 12, 2015	TO: July 12, 2016
<b>INSURANCE COMPANY:</b> OLD REPUBLIC INSURANCE COMPANY				
<b>LIABILITY COVERAGES:</b>		<b>LIMITS OF LIABILITY</b>		
<input checked="" type="checkbox"/> M. Aerial Applicator's Premises Liability:	\$	each person	\$2,000,000	each occurrence *

\* Refer to the Policy, an Annual Aggregate limit may apply to some coverages.

**This Certificate Holder Is:**

- Included as a Loss Payee for Aircraft Physical Damage Coverage.
- Provided Breach of Warranty Coverage on Aircraft Physical Damage Coverage not to exceed 90% of the Insured Value.
- Included as an Additional Insured, but only with respect to operations of the Named Insured.
- Provided a Waiver of Subrogation, but only as respects Aircraft Physical Damage Coverage.

**OTHER COVERAGES/CONDITIONS/REMARKS:**

Provision has been made to give the Certificate Holder thirty (30) days Notice of Cancellation - ten (10) days for nonpayment of premium of any policy above, however, the Company assumes no responsibility for the failure to provide such notice. This Certificate does not change in any way the actual coverages provided by the policy(ies) specified above.

Agency Name: EBCO Aviation Underwriters, Inc.  
Agency Phone: 800-238-5190

**OLD REPUBLIC AEROSPACE, INC.**  
Representative:

Date: 07/16/2015



OGDEN UT 84201-0046

In reply refer to: 0423605625  
Dec. 16, 2013 LTR 252C 0  
26-0490941 000000 00  
00007910  
BODC: SB

GFC SPRAY SERVICE LLC  
STEVEN GAGE MBR  
31019 E 260TH AVE  
BETHANY MO 64424-8124



12235

Taxpayer Identification Number: 26-0490941

Dear Taxpayer:

Thank you for the inquiry dated Nov. 13, 2013.

We have changed the name on your account as requested. The number shown above is valid for use on all tax documents.

If you need forms, schedules, or publications, you may get them by visiting the IRS website at [www.irs.gov](http://www.irs.gov) or by calling toll-free at 1-800-TAX-FORM (1-800-829-3676).

If you have any questions, please call us toll free at 1-800-829-0115.

If you prefer, you may write to us at the address shown at the top of the first page of this letter.

Whenever you write, please include this letter and, in the spaces below, give us your telephone number with the hours we can reach you. Also, you may want to keep a copy of this letter for your records.

Telephone Number ( ) \_\_\_\_\_ Hours \_\_\_\_\_

Sincerely yours,

Sheila Bronson  
Dapt. Manager, Code & Edit/Entity 3

Enclosure(s):  
Copy of this letter

RESOLUTION NO. \_\_\_\_\_

**A Resolution of the City Council of the City of Fremont, Nebraska, to enter into a Joint Funding Agreement with the U.S. Department of the Interior Geological Survey (USGS) for the FY16 Eastern Nebraska Urban Area Lidar Project, to authorize the Mayor to sign the Joint Funding Agreement and to make available the necessary funding.**

**WHEREAS**, the City of Fremont and its partners have entered into an agreement with the USGS in the which the USGS is to provide digital terrain information to the City and its partners, and;

**WHEREAS**, said digital terrain information will be an asset to the City of Fremont in its future planning, development and stormwater activities, and;

**WHEREAS**, the agreement with the USGS requires that the City of Fremont make a local contribution to the project in the amount of \$8,408.00;

**NOW, THEREFORE BE IT RESOLVED** That the City of Fremont agrees to enter into a Joint Funding Agreement for the FY16 Eastern Nebraska Urban Area Lidar Project with the U.S. Department of the Interior Geological Survey.

PASSED AND APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2016

\_\_\_\_\_  
SCOTT GETZSCHMAN, MAYOR

ATTEST:

\_\_\_\_\_  
TYLER FICKEN, CITY CLERK

## STAFF REPORT

TO: Honorable Mayor and City Council  
Board of Public Works

FROM: Brian Newton, General Manager

DATE: May 25, 2016

SUBJECT: Affirmation of emergency declaration

---

Recommendation: Approve the affirmation of emergency declaration for Unit #8 repairs

---

**Background:** Fremont Municipal Code Section 3-325 (5) requires expenditures over \$30,000 be approved by the Mayor and City Council unless waived by the General Manager or Chairman of the Board of Public Works when an emergency is declared. Should an emergency be declared, the declaration must be affirmed the Board of Public Works at its next Board meeting and shall be part of the Board minutes.

Due to extensive repairs required to return the Lon D. Wright Unit #8 generator rotor and steam turbine back to service on a timely basis, I declared the repairs an emergency. While the expenditures will be approved by the Board after the repairs are complete and the unit is returned to service, the appropriations for the repairs were not bid nor were the expenditures approved in advance. Thus, the Board is required to affirm the emergency declaration and subsequent repair expenditures.

The Board of Public Works approved the affirmation and recommends approval by the City Council.

**Fiscal Impact:** Estimated cost of repairs is \$1.75 to \$2 million, but insurance may cover some of the cost. The 2015-2016 Capital Budget includes \$300,000 for Unit #8 Exciter and the 2016-2107 Capital Budget included \$3 million for Unit #8 generator overhaul/rewind.

## STAFF REPORT

TO: Honorable Mayor and City Council  
Board of Public Works

FROM: Brian Newton, General Manager  
Department of Utilities

DATE: May 25, 2016

SUBJECT: LDW Power Plant Brick Replacement

---

Recommendation: Award bid to Mid-Continental Restoration Company

---

### **BACKGROUND:**

The City of Fremont Department of Utilities Lon D. Wright (LDW) plant has developed a multiyear plan to repair exterior brick.

On May 11, 2016 Fremont City Clerk received bids for Brick Removal, Materials and Installation. Although the specifications were advertised and three previous brick work vendors were contacted, only one bid was received. The bid meets all requirements given.

Vendor	Estimated number of brick to replace	Square feet of repair	Cost
Mid-Continental Restoration Company	1,100	20,926	\$135,540.00
JM2 (Jeff McTaggart)			Too Busy
SMI (Brian Mackling)			No Response

The LDW operating budget includes \$125,000 dollars for FY 15-16 brick repairs. An additional area was found and added to the specification that was not included in the budgeting quote.

The LDW Staff recommends the Board of Public Works authorizes LDW to issue a purchase order to Mid Continental Restoration Company at a cost of \$135,540.00

The Board of Public Works approved the bid and recommends approval by the City Council.

**FISCAL IMPACT:** FY 2015/2016 operating budget expenditure of \$135,540 + tax

## STAFF REPORT

**TO:** Honorable Mayor and City Council  
**FROM:** Jody Sanders, CPA, Director of Finance  
**DATE:** May 27, 2016  
**SUBJECT:** Claims

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**Recommendation:** Move to approve May 11 through May 31, 2016 claims and authorize checks to be drawn on the proper accounts.

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**Background:** Council will review claims via email May 27, 2016.

**Fiscal Impact:** Claims total \$1,582,158.04.

EAL DESCRIPTION: EAL: 05172016 SHEETSJ

PAYMENT TYPES

Checks . . . . . Y  
EFTs . . . . . Y  
ePayables . . . . . Y

VOUCHER SELECTION CRITERIA

Voucher/discount due date . . . . . 05/19/2016  
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 . . . . . 05/18/2016

PROGRAM: GM339L

AS OF: 05/19/2016

PAYMENT DATE: 05/18/2016

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	CHECK #: 80610	60.00-
						VENDOR TOTAL *	.00	60.00-
0000584	00	CEI						
20160519	PR0519		00	05/19/2016	001-0000-201.00-00	PAYROLL SUMMARY	EFT:	128,772.63
						VENDOR TOTAL *	.00	128,772.63
0006518	00	COATES, RICK (CREDITOR)						
20160519	PR0519		00	05/19/2016	001-0000-201.00-00	PAYROLL SUMMARY		
						VENDOR TOTAL *	27.31	
0006466	00	CREDIT BUREAU SERVICES INC						
20160519	PR0519		00	05/19/2016	001-0000-201.00-00	PAYROLL SUMMARY		
						VENDOR TOTAL *	27.31	
0005156	00	CREDIT MANAGEMENT SERVICES-DODGE CO						
20160519	PR0519		00	05/19/2016	001-0000-201.00-00	PAYROLL SUMMARY		
						VENDOR TOTAL *	379.34	
0004234	00	DEPARTMENT OF UTILITIES C S						
20160519	PR0519		00	05/19/2016	001-0000-201.00-00	PAYROLL SUMMARY	EFT:	1,829.76
						VENDOR TOTAL *	.00	1,829.76
0005193	00	DEPARTMENT OF UTILITIES PAYROLL						
20160519	PR0519		00	05/19/2016	001-0000-201.00-00	PAYROLL SUMMARY	EFT:	52,885.69
						VENDOR TOTAL *	.00	52,885.69
9999999	00	ERNESTI, NICOLE						
125245	BITTINGR000433		00	05/18/2016	001-2029-347.00-00	NATALEE BITTINGER/CLPER		
						VENDOR TOTAL *	60.00	
0003226	00	FRATERNAL ORDER OF POLICE #37						
20160505	PR0505		00	05/19/2016	001-0000-201.00-00	PAYROLL SUMMARY		
20160519	PR0519		00	05/19/2016	001-0000-201.00-00	PAYROLL SUMMARY		
						VENDOR TOTAL *	960.00	
0004629	00	INTERNAL REVENUE SERVICE **EFT**						
20160519	PR0519		00	05/19/2016	001-0000-201.00-00	PAYROLL SUMMARY		
						VENDOR TOTAL *	1,920.00	
0003074	00	JACKSON SERVICES INC						
20160519	PR0519		00	05/19/2016	001-0000-201.00-00	PAYROLL SUMMARY		
						VENDOR TOTAL *	71,422.85	
0005477	00	LAUGHLIN TRUSTEE, KATHLEEN A						
20160519	PR0519		00	05/19/2016	001-0000-201.00-00	PAYROLL SUMMARY		
						VENDOR TOTAL *	129.16	
						VENDOR TOTAL *	129.16	
						VENDOR TOTAL *	588.00	
						VENDOR TOTAL *	588.00	

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	MEDING, MATT						
125255	MOSS	000456	00	05/11/2016	001-2029-347.00-00	AVERIE MOSS/CLIPPER BB	CHECK #: 80689	60.00-
						VENDOR TOTAL *	.00	60.00-
9999999	00	MEDINGER, MATT						
125255	MOSS	000456	00	05/17/2016	001-2029-347.00-00	AVERIE MOSS/CLIPPER BB	60.00	
						VENDOR TOTAL *	60.00	
0003205	00	NEBR PUBLIC EMPLOYEES LOCAL 251						
20160505		PR0505	00	05/19/2016	001-0000-201.00-00	PAYROLL SUMMARY	280.00	
20160519		PR0519	00	05/19/2016	001-0000-201.00-00	PAYROLL SUMMARY	280.00	
						VENDOR TOTAL *	560.00	
0001279	00	PETTY CASH						
051116	POOL ADM000483		00	05/18/2016	001-0000-101.10-00	\$500 SPLSTN & \$200 RONIN	700.00	
						VENDOR TOTAL *	700.00	
			00	General Fund		BANK TOTAL *	76,074.63	183,368.08

PROGRAM: GM339L

AS OF: 05/19/2016

PAYMENT DATE: 05/18/2016

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							
05/06/16	MANUAL000474		01	05/06/2016	060-0660-442.70-01	05/06/16 MANUAL CLAIMS	CHECK #: 100770	128,017.04	
05/06/16	MANUAL000475		01	05/06/2016	060-0660-443.70-01	05/06/16 MANUAL CLAIMS	CHECK #: 100770	1,144.44	
05/06/16	MANUAL000476		01	05/06/2016	060-0660-444.70-01	05/06/16 MANUAL CLAIMS	CHECK #: 100770	550.87	
05/06/16	MANUAL000477		01	05/06/2016	060-0660-391.02-00	05/06/16 MANUAL CLAIMS	CHECK #: 100770	994.00-	
05/06/16	MANUAL000478		01	05/06/2016	060-0660-391.03-00	05/06/16 MANUAL CLAIMS	CHECK #: 100770	63.00-	
05/09/16	MANUAL000479		01	05/09/2016	060-0660-444.70-01	05/09/16 AUTO CLAIMS	CHECK #: 100771	4,127.75	
05/10/16	MANUAL000480		01	05/10/2016	060-0660-442.70-01	05/10/16 MANUAL CLAIMS	CHECK #: 100772	81,554.15	
05/10/16	MANUAL000481		01	05/10/2016	060-0660-443.70-01	05/10/16 MANUAL CLAIMS	CHECK #: 100772	6,033.00	
05/10/16	MANUAL000482		01	05/10/2016	060-0660-444.70-01	05/10/16 MANUAL CLAIMS	CHECK #: 100772	835.75	
05/17/16	MANUAL000499		01	05/17/2016	060-0660-444.70-01	05/17/16 AUTO CLAIMS	CHECK #: 100773	4,281.61	
						VENDOR TOTAL *	.00	225,487.61	
0003405	00	WORKERS' COMPENSATION FUND							
42491	MANUAL 000442		01	05/06/2016	061-0000-101.12-00	04/30/16 CLAIMS	CHECK #: 100769	26,925.01	
						VENDOR TOTAL *	.00	26,925.01	
		01				Employee Benefits	BANK TOTAL *	.00	252,412.62
						HAND ISSUED TOTAL ***		252,292.62	
						EFT/EPAY TOTAL ***		183,488.08	
						TOTAL EXPENDITURES ****	76,074.63	435,780.70	
						GRAND TOTAL *****		511,855.33	

Prepared 5/17/16, 12:43:12  
Pay Date 5/19/16  
Primary FIRST NATIONAL BANK

CITY of FREMONT  
Direct Deposit Register

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Account Number	Employee Name	Social Security	Deposit Amount
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Final Total 212,271.67 Count 219

EAL DESCRIPTION: EAL: 05252016 SHEETSJ

PAYMENT TYPES

Checks . . . . . Y  
EFTs . . . . . Y  
ePayables . . . . . Y

VOUCHER SELECTION CRITERIA

Voucher/discount due date . . . . . 06/01/2016  
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 . . . . . 2016/09  
Payment date . . . . . 06/01/2016

PROGRAM: GM339L

AS OF: 06/01/2016

PAYMENT DATE: 06/01/2016

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
0002981	00	A & D TECHNICAL SUPPLY CO						
0000233137		PI4142 033081	00	06/01/2016	001-1004-424.30-31	GENERAL	16.59	
0000233137		PI4141 033081	00	06/01/2016	001-1305-430.30-31	GENERAL	33.18	
0000233140		PI4157 033136	00	06/01/2016	001-1305-430.20-60	GENERAL	150.00	
0000233137		PI4143 033081	00	06/01/2016	001-2024-416.30-31	GENERAL	16.60	
VENDOR TOTAL *							216.37	
0006360	00	A-PLUSH LAWNS						
8524		PI3972 032917	00	06/01/2016	001-2026-451.20-99	GENERAL	35.00	
8532		PI4135 032917	00	06/01/2016	001-2026-451.20-99	GENERAL	35.00	
8577		PI4241 032917	00	06/01/2016	001-2026-451.20-99	GENERAL	35.00	
8524		PI3973 032917	00	06/01/2016	001-2027-452.20-99	GENERAL	1,850.05	
8532		PI4136 032917	00	06/01/2016	001-2027-452.20-99	GENERAL	1,600.00	
8577		PI4242 032917	00	06/01/2016	001-2027-452.20-99	GENERAL	1,850.05	
8524		PI3974 032917	00	06/01/2016	012-2025-431.20-99	GENERAL	449.95	
8532		PI4137 032917	00	06/01/2016	012-2025-431.20-99	GENERAL	670.00	
8577		PI4243 032917	00	06/01/2016	012-2025-431.20-99	GENERAL	449.95	
VENDOR TOTAL *							6,975.00	
0000959	00	ACE HARDWARE						
94342/3		PI4091 031963	00	06/01/2016	001-1206-422.30-79	BLANKET PURCHASE ORDER	40.93	
94154/3		PI3940 031963	00	06/01/2016	001-1209-421.30-79	BLANKET PURCHASE ORDER	23.94	
94088/3		PI3888 031963	00	06/01/2016	001-2026-451.30-79	BLANKET PURCHASE ORDER	7.18	
94133/3		PI3938 031963	00	06/01/2016	001-2027-452.30-56	BLANKET PURCHASE ORDER	24.64	
94181/3		PI3942 031963	00	06/01/2016	001-2027-452.30-56	BLANKET PURCHASE ORDER	36.67	
94225/3		PI3943 031963	00	06/01/2016	001-2027-452.30-79	BLANKET PURCHASE ORDER	11.94	
94370/3		PI4196 031963	00	06/01/2016	001-2027-452.30-56	BLANKET PURCHASE ORDER	26.35	
94422/3		PI4197 031963	00	06/01/2016	001-2029-451.30-49	BLANKET PURCHASE ORDER	14.90	
94159/3		PI3941 031963	00	06/01/2016	001-2030-451.30-49	BLANKET PURCHASE ORDER	24.96	
94112/3		PI3889 031963	00	06/01/2016	012-2025-431.30-44	BLANKET PURCHASE ORDER	19.98	
94112/3		PI3890 031963	00	06/01/2016	012-2025-431.30-56	BLANKET PURCHASE ORDER	115.91	
94152/3		PI3939 031963	00	06/01/2016	012-2025-431.30-56	BLANKET PURCHASE ORDER	16.98	
94272/3		PI4088 031963	00	06/01/2016	012-2025-431.30-44	BLANKET PURCHASE ORDER	19.98	
94272/3		PI4089 031963	00	06/01/2016	012-2025-431.30-56	BLANKET PURCHASE ORDER	73.95	
94272/3		PI4090 031963	00	06/01/2016	012-2025-431.30-76	BLANKET PURCHASE ORDER	52.29	
VENDOR TOTAL *							510.60	
0000960	00	ADAMS OIL INC						
14598		PI3935 033074	00	06/01/2016	001-1206-422.30-44	GENERAL	771.16	
VENDOR TOTAL *							771.16	
9999999	00	AGUILAR, VERONICA						
125234	AGUILAR	000486	00	06/01/2016	001-0000-202.04-00	VERONICA AGUILAR/COMM RM	100.00	
VENDOR TOTAL *							100.00	
0002952	00	ALAMAR UNIFORMS						
508922-02		PI3928 032896	00	06/01/2016	001-1209-421.30-52	GENERAL	112.99	
VENDOR TOTAL *							112.99	

PROGRAM: GM339L

AS OF: 06/01/2016

PAYMENT DATE: 06/01/2016

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
0003533 1093233736	00	AMERICAN LIBRARY ASSOC PI3970 032630	00	06/01/2016	001-2031-455.30-51	GENERAL	167.00	
							VENDOR TOTAL *	167.00
0003845 10447943	00	AMERICAN RED CROSS HEARTLAND PI3971 032805	00	06/01/2016	001-2029-451.20-99	GENERAL	245.00	
							VENDOR TOTAL *	245.00
0000979 050416	00	APT STORE PI3975 033076	00	06/01/2016	001-2031-455.30-79	GENERAL	499.00	
							VENDOR TOTAL *	499.00
0002869 00005040 00005041	00	AQUA-CHEM INC PI4138 033034 PI4139 033036	00	06/01/2016	001-2028-451.30-32 001-2030-451.30-32	GENERAL GENERAL	1,049.52 2,653.75	
							VENDOR TOTAL *	3,703.27
0005740 21902	00	ARDON'S REFRIGERATION INC PI3976 033086	00	06/01/2016	001-1206-422.30-79	GENERAL	72.40	
							VENDOR TOTAL *	72.40
0000983 14241 14291 14365 14366 14367 14368 14369	00	ARPS RED-E-MIX INC PI3891 031965 PI3944 031965 PI4260 031965 PI4261 031965 PI4262 031965 PI4263 031965 PI4264 031965	00	06/01/2016	012-2025-431.30-69 012-2025-431.30-69 012-2025-431.30-69 012-2025-431.30-69 012-2025-431.30-69 012-2025-431.30-69 012-2025-431.30-69	BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER	141.00 1,897.50 173.75 412.00 433.50 260.00 156.88	
							VENDOR TOTAL *	3,474.63
0002954 00042153 00042117 00042193 00042117	00	ASPHALT AND CONCRETE MATERIALS CO PI4119 032217 PI4228 032217 PI4229 032217 PI4239 032778	00	06/01/2016	012-2025-431.30-69 012-2025-431.30-69 012-2025-431.30-69 012-2025-431.30-69	FIELD PURCHASE ORDER FIELD PURCHASE ORDER FIELD PURCHASE ORDER FIELD PURCHASE ORDER	461.89 749.51 263.17 1,112.22	
							VENDOR TOTAL *	2,586.79
0004439 052216	00	AYALA, JUAN E PI4301 032700	00	06/01/2016	001-1209-421.20-99	GENERAL	62.50	
							VENDOR TOTAL *	62.50
0002763 2031935331 5014092261 2031954263	00	BAKER & TAYLOR BOOKS PI3957 032200 PI3958 032200 PI4222 032200	00	06/01/2016	001-2031-455.30-51 001-2031-455.30-51 001-2031-455.30-51	GENERAL GENERAL GENERAL	437.08 23.09 368.60	
							VENDOR TOTAL *	828.77
0003423	00	BAKER & TAYLOR ENTERTAINMENT						

PROGRAM: GM339L

AS OF: 06/01/2016

PAYMENT DATE: 06/01/2016

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
0003423	00	BAKER & TAYLOR ENTERTAINMENT						
B14850050		PI3963 032208	00	06/01/2016	001-2031-455.30-51	GENERAL	213.55	
VENDOR TOTAL *							213.55	
9999999	00	BERTRAM, CINDY						
011316	BERTRAM	000487	00	06/01/2016	001-1206-342.02-00	CINDY BERTRAM/AMB REFUND	69.83	
VENDOR TOTAL *							69.83	
0004035	00	BOMGAARS SUPPLY INC						
16142610		PI4092 031969	00	06/01/2016	001-1206-422.30-79	BLANKET PURCHASE ORDER	14.48	
16138655		PI3945 031969	00	06/01/2016	001-2027-452.30-49	BLANKET PURCHASE ORDER	60.37	
16140177		PI3948 031969	00	06/01/2016	001-2027-452.30-58	BLANKET PURCHASE ORDER	93.83	
16140767		PI3949 031969	00	06/01/2016	001-2027-452.30-49	BLANKET PURCHASE ORDER	9.94	
16143093		PI4198 031969	00	06/01/2016	001-2027-452.30-49	BLANKET PURCHASE ORDER	52.89	
16143438		PI4199 031969	00	06/01/2016	001-2027-452.30-49	BLANKET PURCHASE ORDER	21.11	
16144294		PI4265 031969	00	06/01/2016	001-2027-452.30-56	BLANKET PURCHASE ORDER	164.98	
16136820		PI3892 031969	00	06/01/2016	012-2025-431.30-56	BLANKET PURCHASE ORDER	215.61	
16136850		PI3893 031969	00	06/01/2016	012-2025-431.30-32	BLANKET PURCHASE ORDER	129.98	
16136850		PI3894 031969	00	06/01/2016	012-2025-431.30-52	BLANKET PURCHASE ORDER	17.99	
16137653		PI3895 031969	00	06/01/2016	012-2025-431.30-63	BLANKET PURCHASE ORDER	54.99	
16140111		PI3946 031969	00	06/01/2016	012-2025-431.30-56	BLANKET PURCHASE ORDER	47.47	
16140111		PI3947 031969	00	06/01/2016	012-2025-431.30-63	BLANKET PURCHASE ORDER	38.94	
16140866		PI3950 031969	00	06/01/2016	012-2025-431.30-56	BLANKET PURCHASE ORDER	13.00	
VENDOR TOTAL *							935.58	
0003427	00	BRODART CO						
B4435970		PI3959 032201	00	06/01/2016	001-2031-455.30-51	GENERAL	116.86	
B4440333		PI3960 032201	00	06/01/2016	001-2031-455.30-51	GENERAL	49.69	
B4455473		PI3961 032201	00	06/01/2016	001-2031-455.30-51	GENERAL	169.26	
B4464298		PI4223 032201	00	06/01/2016	001-2031-455.30-51	GENERAL	158.18	
B4478453		PI4224 032201	00	06/01/2016	001-2031-455.30-51	GENERAL	191.71	
B4487137		PI4225 032201	00	06/01/2016	001-2031-455.30-51	GENERAL	51.05	
VENDOR TOTAL *							736.75	
9999999	00	BRYANT, JENNIFER						
125346	BRYANT	000497	00	06/01/2016	001-2029-347.00-00	ALEX BRYANT/BB CANCELED	55.00	
VENDOR TOTAL *							55.00	
9999999	00	BUSCHMEYER, BILLIE						
125391	BUSCHMEY	000511	00	06/01/2016	001-0000-202.04-00	BILLIE BUSCHMEYER/CF MTG	50.00	
VENDOR TOTAL *							50.00	
0006534	00	CAPPEL AUTO SUPPLY INC						
190046		PI4122 032252	00	06/01/2016	001-1209-421.30-63	BLANKET PURCHASE ORDER	61.04	
190057		PI4123 032252	00	06/01/2016	001-1209-421.30-63	BLANKET PURCHASE ORDER	67.23	
190428		PI4292 032252	00	06/01/2016	001-1209-421.30-63	BLANKET PURCHASE ORDER	30.04	
189414		PI3916 032252	00	06/01/2016	001-2026-451.30-63	BLANKET PURCHASE ORDER	20.87	
189338		PI3915 032252	00	06/01/2016	001-2027-452.30-56	BLANKET PURCHASE ORDER	17.79	
190376		PI4231 032252	00	06/01/2016	001-2027-452.30-63	BLANKET PURCHASE ORDER	46.96	

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						
190479		PI4234 032252	00	06/01/2016	001-2027-452.30-56	BLANKET PURCHASE ORDER	21.68	
190428		PI4293 032252	00	06/01/2016	001-2029-451.30-63	BLANKET PURCHASE ORDER	21.52	
189414		PI3917 032252	00	06/01/2016	012-2025-431.30-63	BLANKET PURCHASE ORDER	79.06	
189437		PI3918 032252	00	06/01/2016	012-2025-431.30-63	BLANKET PURCHASE ORDER	36.50	
189466		PI3919 032252	00	06/01/2016	012-2025-431.30-56	BLANKET PURCHASE ORDER	8.19	
189525		PI3920 032252	00	06/01/2016	012-2025-431.30-56	BLANKET PURCHASE ORDER	19.74	
189530		PI3921 032252	00	06/01/2016	012-2025-431.30-56	BLANKET PURCHASE ORDER	92.84	
189476		PI3922 032252	00	06/01/2016	012-2025-431.30-56	BLANKET PURCHASE ORDER	1.18	
189677		PI3964 032252	00	06/01/2016	012-2025-431.30-63	BLANKET PURCHASE ORDER	7.08	
189723		PI3965 032252	00	06/01/2016	012-2025-431.30-32	BLANKET PURCHASE ORDER	29.88	
189723		PI3966 032252	00	06/01/2016	012-2025-431.30-44	BLANKET PURCHASE ORDER	35.96	
189827		PI3967 032252	00	06/01/2016	012-2025-431.30-52	BLANKET PURCHASE ORDER	45.33	
189837		PI3968 032252	00	06/01/2016	012-2025-431.30-63	BLANKET PURCHASE ORDER	25.86	
189870		PI3969 032252	00	06/01/2016	012-2025-431.30-63	BLANKET PURCHASE ORDER	14.35	
189757		PI4120 032252	00	06/01/2016	012-2025-431.30-63	BLANKET PURCHASE ORDER	423.43	
189759		PI4121 032252	00	06/01/2016	012-2025-431.30-63	BLANKET PURCHASE ORDER	111.16	
190295		PI4124 032252	00	06/01/2016	012-2025-431.30-63	BLANKET PURCHASE ORDER	28.81	
190355		PI4230 032252	00	06/01/2016	012-2025-431.30-63	BLANKET PURCHASE ORDER	1.56	
190382		PI4232 032252	00	06/01/2016	012-2025-431.30-63	BLANKET PURCHASE ORDER	37.00	
190386		PI4233 032252	00	06/01/2016	012-2025-431.30-63	BLANKET PURCHASE ORDER	94.72	
190428		PI4294 032252	00	06/01/2016	012-2025-431.30-63	BLANKET PURCHASE ORDER	6.62	
190467		PI4295 032252	00	06/01/2016	012-2025-431.30-63	BLANKET PURCHASE ORDER	24.24	
						VENDOR TOTAL *	1,410.64	
9999999	00	CARLSON, CONNIE						
125443		CARLSON 000530	00	06/01/2016	001-0000-202.04-00	CONNIE CARLSON/COMM RM	100.00	
						VENDOR TOTAL *	100.00	
9999999	00	CARSTENS, ANGEL						
125381		CARSTENS000512	00	06/01/2016	001-0000-202.04-00	ANGEL CARSTENS/COMM ROOM	50.00	
						VENDOR TOTAL *	50.00	
0006300	00	CAVENDISH SQUARE PUBLISHING LLC						
3022795		PI3956 032018	00	06/01/2016	001-2031-455.30-51	BLANKET PURCHASE ORDER	193.91	
						VENDOR TOTAL *	193.91	
0000584	00	CEI						
JUN 16 WC		000528	00	06/01/2016	001-1015-415.10-26	JUN 16 WC	EFT:	23,470.67
JUN 16 WC		000529	00	06/01/2016	012-2025-431.10-26	JUN 16 WC	EFT:	1,250.00
						VENDOR TOTAL *	.00	24,720.67
0005030	00	CENTER POINT LARGE PRINT						
1371741		PI3962 032203	00	06/01/2016	001-2031-455.30-51	GENERAL	484.14	
						VENDOR TOTAL *	484.14	
0002675	00	CENTURYLINK (QWEST)						
4027538697		0516PI3955 032006	00	06/01/2016	001-1011-419.20-12	BLANKET PURCHASE ORDER	82.94	
4027272630		0416PI3683 032006	00	06/01/2016	001-1015-415.20-12	BLANKET PURCHASE ORDER	1,067.93	

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0002675	00	CENTURYLINK (QWEST)						
402D250330	0516PI3951	032006	00	06/01/2016	001-1015-415.20-12	BLANKET PURCHASE ORDER	80.76	
4027272630	0316PI3953	032006	00	06/01/2016	001-1015-415.20-12	BLANKET PURCHASE ORDER	949.22	
4027272630	0516PI4280	032006	00	06/01/2016	001-1015-415.20-12	BLANKET PURCHASE ORDER	996.91	
4027279926	0516PI4283	032006	00	06/01/2016	001-1015-415.20-12	BLANKET PURCHASE ORDER	44.23	
402D254115	0516PI3952	032006	00	06/01/2016	001-1206-422.20-12	BLANKET PURCHASE ORDER	85.56	
4027272630	0416PI3684	032006	00	06/01/2016	012-2025-431.20-12	BLANKET PURCHASE ORDER	47.78	
4027272630	0316PI3954	032006	00	06/01/2016	012-2025-431.20-12	BLANKET PURCHASE ORDER	41.56	
4027272630	0516PI4281	032006	00	06/01/2016	012-2025-431.20-12	BLANKET PURCHASE ORDER	41.56	
4027279135	0516PI4282	032006	00	06/01/2016	029-2034-466.20-12	BLANKET PURCHASE ORDER	91.06	
						VENDOR TOTAL *	3,529.51	
0006208	00	CHANNING BETE COMPANY INC						
53162158	PI4146	033087	00	06/01/2016	001-2028-451.30-79	GENERAL	89.44	
53162158	PI4148	033087	00	06/01/2016	001-2028-451.20-99	GENERAL	2.65	
53162158	PI4147	033087	00	06/01/2016	001-2030-451.30-79	GENERAL	268.34	
53162158	PI4149	033087	00	06/01/2016	001-2030-451.20-99	GENERAL	7.94	
						VENDOR TOTAL *	368.37	
0002356	00	CHIEF SUPPLY CORP						
114221	PI3933	033064	00	06/01/2016	001-1209-421.30-79	GENERAL	281.98	
						VENDOR TOTAL *	281.98	
0006417	00	CLINE WILLIAMS WRIGHT JOHNSON						
259875	PI4015	032747	00	06/01/2016	001-1016-412.20-34	BLANKET PURCHASE ORDER	2,617.00	
						VENDOR TOTAL *	2,617.00	
0005994	00	CONSOLIDATED MANAGEMENT CO						
209551	PI3925	032832	00	06/01/2016	001-1209-421.20-13	GENERAL	106.75	
209651	PI3926	032832	00	06/01/2016	001-1209-421.20-13	GENERAL	102.59	
209695	PI4016	032832	00	06/01/2016	001-1209-421.20-13	GENERAL	76.19	
209741	PI4132	032832	00	06/01/2016	001-1209-421.20-13	GENERAL	89.48	
209788	PI4302	032832	00	06/01/2016	001-1209-421.20-13	GENERAL	71.89	
						VENDOR TOTAL *	446.90	
0003634	00	CONTINENTAL ALARM & DETECTION CO						
235372	PI4036	033122	00	06/01/2016	001-1206-422.20-65	GENERAL	90.00	
						VENDOR TOTAL *	90.00	
0003250	00	CONTINENTAL FIRE SPRINKLER CO						
235741	PI4133	032900	00	06/01/2016	001-1206-422.20-65	GENERAL	187.00	
						VENDOR TOTAL *	187.00	
0001885	00	CORNHUSKER INTERNATIONAL TRUCKS INC						
2459474	PI3927	032894	00	06/01/2016	012-2025-431.30-63	FIELD PURCHASE ORDER	96.44	
2464054	PI4320	033144	00	06/01/2016	012-2025-431.30-63	FIELD PURCHASE ORDER	1,897.96	
						VENDOR TOTAL *	1,994.40	
0006570	00	COUCH, STEVEN C						

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0006570 061316	00	COUCH, STEVEN C PI4017 032935	00	06/01/2016	001-2031-455.20-99	GENERAL	800.00	
VENDOR TOTAL *							800.00	
0001643 903893 904204	00	CULLIGAN OF OMAHA PI4013 032301 PI4014 032301	00	06/01/2016	001-1209-421.20-99	GENERAL GENERAL	38.00 22.00	
VENDOR TOTAL *							60.00	
0004624 75036 75188	00	DANKO EMERGENCY EQUIPMENT CO PI3930 033008 PI4021 033040	00	06/01/2016	001-1206-422.30-56 001-1206-422.20-65	GENERAL GENERAL	452.00 825.00	
VENDOR TOTAL *							1,277.00	
9999999 125382	00 DATHER	DATHER, JILL 000513	00	06/01/2016	001-0000-202.04-00	JILL DATHER/SR CENTER DEP	100.00	
VENDOR TOTAL *							100.00	
0005209 101523	00	DAYMARK SOLUTIONS INC PI4158 033141	00	06/01/2016	001-2030-451.20-65	GENERAL	585.00	
VENDOR TOTAL *							585.00	
0001063 522143585 522143706	00	DIAMOND VOGEL PAINT CENTER PI3978 031973 PI4152 033119	00	06/01/2016	001-2027-452.30-49 012-2025-431.30-76	BLANKET PURCHASE ORDER FIELD PURCHASE ORDER	70.32 1,144.80	
VENDOR TOTAL *							1,215.12	
0002897 116865P 116949P 116954P 116955P	00	DIERS INC PI3979 031974 PI4093 031974 PI4200 031974 PI4201 031974	00	06/01/2016	001-1209-421.30-63	BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER	13.14 372.41 14.56 391.05	
VENDOR TOTAL *							791.16	
0001313 191767	00	DILLON CHEVROLET FREMONT INC, SID PI4164 031975	00	06/01/2016	012-2025-431.30-63	BLANKET PURCHASE ORDER	95.46	
VENDOR TOTAL *							95.46	
0003183 D22576020101	00	DISCOUNT SCHOOL SUPPLY PI4029 033089	00	06/01/2016	001-2029-451.30-79	GENERAL	391.23	
VENDOR TOTAL *							391.23	
0003359 APRIL 2016	00	DODGE COUNTY HUMANE SOCIETY PI4012 032300	00	06/01/2016	001-1209-421.20-65	GENERAL	7,083.84	
VENDOR TOTAL *							7,083.84	
0001070 201601785 201602184	00	DODGE COUNTY REGISTER OF DEEDS PI3912 032007 PI4102 032007	00	06/01/2016	001-1003-415.20-33	BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER	10.00 10.00	

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0001070 201602185	00	DODGE COUNTY REGISTER OF DEEDS PI4103 032007	00	06/01/2016	001-1003-415.20-33	BLANKET PURCHASE ORDER	10.00	
VENDOR TOTAL *							30.00	
0005836 2	00	DOSTALS CONSTRUCTION INC PI4247 033071	00	06/01/2016	001-2027-452.40-13	GENERAL	5,795.00	
VENDOR TOTAL *							5,795.00	
0006357 051516 052216 050816 051516/PARKS 052216/PARKS	00	DREWS, DOUGLAS PI4308 032974 PI4309 032974 PI4304 032916 PI4305 032916 PI4306 032916	00	06/01/2016	001-2026-451.20-99 001-2026-451.20-99 001-2027-452.20-99 001-2027-452.20-99 001-2027-452.20-99	GENERAL GENERAL GENERAL GENERAL GENERAL	65.00 65.00 434.00 419.00 454.00	
VENDOR TOTAL *							1,437.00	
0005906 M6060013	00	DYMAXION RESEARCH LTD PI4035 033115	00	06/01/2016	001-2031-419.20-65	GENERAL	444.00	
VENDOR TOTAL *							444.00	
0003087 6977626-0 6977626-1	00	EAKES OFFICE SOLUTIONS PI4154 033121 PI4316 033121	00	06/01/2016	001-1209-421.30-31 001-1209-421.30-31	GENERAL GENERAL	568.99 57.00	
VENDOR TOTAL *							625.99	
0006061 19991 20004 20040 19988	00	ELEMETAL FABRICATION LLC PI3901 031992 PI3999 031992 PI4000 031992 PI3900 031992	00	06/01/2016	001-2027-452.30-49 001-2027-452.30-49 001-2027-452.30-49 012-2025-431.30-63	BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER	13.68 47.40 87.00 82.35	
VENDOR TOTAL *							230.43	
0004952 61559 61559	00	ELIFEGUARD INC PI4251 033109 PI4252 033109	00	06/01/2016	001-2028-451.30-79 001-2030-451.30-79	GENERAL GENERAL	310.04 930.45	
VENDOR TOTAL *							1,240.49	
0001091 7757	00	EMANUEL PRINTING INC PI4030 033092	00	06/01/2016	001-1004-424.30-35	GENERAL	89.47	
VENDOR TOTAL *							89.47	
0005025 20160511KML	00	FARONICS TECHNOLOGIES USA INC PI4253 033114	00	06/01/2016	001-2031-419.20-65	GENERAL	450.00	
VENDOR TOTAL *							450.00	
0002050 NEFRE136640 NEFRE136786 NEFRE136596	00	FASTENAL COMPANY PI4094 031977 PI4202 031977 PI3980 031977	00	06/01/2016	001-2027-452.30-49 001-2027-452.30-49 001-2028-451.30-49	BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER	17.30 12.11 3.70	

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0002050	00	FASTENAL COMPANY						
NEFRE136596	PI3981	031977	00	06/01/2016	001-2030-451.30-49	BLANKET PURCHASE ORDER	3.70	
NEFRE136614	PI3982	031977	00	06/01/2016	001-2042-440.30-56	BLANKET PURCHASE ORDER	47.48	
VENDOR TOTAL *							84.29	
9999999	00	FLORES, JESICA						
125370	FLORES	000514	00	06/01/2016	001-0000-202.04-00	JESICA FLORES/CF MTG ROOM	100.00	
VENDOR TOTAL *							100.00	
0003360	00	FREMONT AVIATION						
APR 16	000496		00	06/01/2016	029-2034-466.20-99	APR 16	924.00	
46493	PI4324	033170	00	06/01/2016	029-2034-466.30-79	FIELD PURCHASE ORDER	228.70	
VENDOR TOTAL *							1,152.70	
0001111	00	FREMONT BUILDERS SUPPLY INC						
0516062	PI3983	031978	00	06/01/2016	012-2025-431.30-56	BLANKET PURCHASE ORDER	21.00	
VENDOR TOTAL *							21.00	
9999999	00	FREMONT COIN CLUB						
125231	FRE COIN	000488	00	06/01/2016	001-0000-202.04-00	FRE COIN CLUB/CA DEPOSIT	100.00	
VENDOR TOTAL *							100.00	
0001107	00	FREMONT HEALTH						
4494715	0516	PI4004	032008	00	06/01/2016	001-1206-422.20-35	BLANKET PURCHASE ORDER	1,341.00
04252016		PI4001	032008	00	06/01/2016	001-2026-451.20-35	BLANKET PURCHASE ORDER	30.00
265551	APR 2016	PI4104	032008	00	06/01/2016	001-2026-451.20-35	BLANKET PURCHASE ORDER	45.00
265551	APR 2016	PI4105	032008	00	06/01/2016	001-2027-452.20-35	BLANKET PURCHASE ORDER	45.00
04252016		PI4002	032008	00	06/01/2016	001-2030-451.20-35	BLANKET PURCHASE ORDER	30.00
04252016/312813		PI4003	032008	00	06/01/2016	012-2025-431.20-35	BLANKET PURCHASE ORDER	60.00
265551	APR 2016	PI4106	032008	00	06/01/2016	012-2025-431.20-35	BLANKET PURCHASE ORDER	135.00
VENDOR TOTAL *							1,686.00	
0001124	00	FREMONT PRINTING CO						
14842		PI4311	033106	00	06/01/2016	001-1004-424.30-35	GENERAL	120.00
14842		PI4312	033106	00	06/01/2016	001-1305-430.30-35	GENERAL	120.00
VENDOR TOTAL *							240.00	
0001125	00	FREMONT PUBLIC SCHOOLS						
APR 16	LIQUOR	000495		00	06/01/2016	001-0000-208.01-00	APR 16 LIQUOR	5,000.00
VENDOR TOTAL *							5,000.00	
0001131	00	FREMONT TRIBUNE						
76349		PI4006	032009	00	06/01/2016	001-1003-415.20-33	BLANKET PURCHASE ORDER	13.75
76351		PI4007	032009	00	06/01/2016	001-1003-415.20-33	BLANKET PURCHASE ORDER	7.53
76336		PI4107	032009	00	06/01/2016	001-1003-415.20-33	BLANKET PURCHASE ORDER	2.35
76375		PI4113	032009	00	06/01/2016	001-1003-415.20-33	BLANKET PURCHASE ORDER	47.53
76336		PI4108	032009	00	06/01/2016	001-1015-415.20-33	BLANKET PURCHASE ORDER	2.35
00014972	050316	PI4215	032009	00	06/01/2016	001-1305-430.20-93	BLANKET PURCHASE ORDER	215.31
76336		PI4109	032009	00	06/01/2016	001-2024-416.20-33	BLANKET PURCHASE ORDER	2.35

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0001131	00	FREMONT TRIBUNE						
76376		PI4114 032009	00	06/01/2016	001-2024-416.20-33	BLANKET PURCHASE ORDER	8.18	
76377		PI4115 032009	00	06/01/2016	001-2024-416.20-33	BLANKET PURCHASE ORDER	7.53	
76378		PI4116 032009	00	06/01/2016	001-2024-416.20-33	BLANKET PURCHASE ORDER	8.51	
76379		PI4117 032009	00	06/01/2016	001-2024-416.20-33	BLANKET PURCHASE ORDER	8.51	
76336		PI4110 032009	00	06/01/2016	001-2027-452.20-33	BLANKET PURCHASE ORDER	2.32	
20243141		PI4005 032009	00	06/01/2016	001-2031-455.20-33	BLANKET PURCHASE ORDER	292.50	
76336		PI4111 032009	00	06/01/2016	001-2031-455.20-33	BLANKET PURCHASE ORDER	2.35	
76336		PI4112 032009	00	06/01/2016	029-2034-466.20-33	BLANKET PURCHASE ORDER	2.35	
						VENDOR TOTAL *	623.42	
0006263	00	GALE/CENGAGE LEARNING INC						
57988975		PI4226 032202	00	06/01/2016	001-2031-455.30-51	GENERAL	161.94	
57998082		PI4227 032202	00	06/01/2016	001-2031-455.30-51	GENERAL	74.22	
						VENDOR TOTAL *	236.16	
9999999	00	GEGZNA, JARED						
125403	GEGZNA	000515	00	06/01/2016	001-0000-202.04-00	JARED GEGZNA/KEY DEPOSIT	30.00	
						VENDOR TOTAL *	30.00	
0001139	00	GERHOLD CONCRETE CO INC						
50410401		PI4266 031981	00	06/01/2016	012-2025-431.30-69	BLANKET PURCHASE ORDER	163.00	
						VENDOR TOTAL *	163.00	
9999999	00	GOMEZ, RAQUEL						
125396	GOMEZ	000516	00	06/01/2016	001-2026-347.05-00	RAQUEL GOMEZ/CA CANCELED	80.00	
						VENDOR TOTAL *	80.00	
9999999	00	GROTHER, RACHEL						
125395	GROTHER	000517	00	06/01/2016	001-2026-347.05-00	RACHEL GROTHE/COMM ROOM	55.00	
						VENDOR TOTAL *	55.00	
0004401	00	HUMANITIES NEBRASKA						
062816		PI4256 033147	00	06/01/2016	001-2031-455.20-99	GENERAL	100.00	
						VENDOR TOTAL *	100.00	
0001167	00	HY-VEE						
578844818		PI3986 031982	00	06/01/2016	001-1013-432.30-79	BLANKET PURCHASE ORDER	5.38	
5703323263		PI3984 031982	00	06/01/2016	001-1206-422.30-79	BLANKET PURCHASE ORDER	124.22	
577206869		PI3985 031982	00	06/01/2016	001-2029-451.30-41	BLANKET PURCHASE ORDER	137.39	
5706595763		PI4095 031982	00	06/01/2016	001-2029-451.30-41	BLANKET PURCHASE ORDER	121.03	
578845531		PI3987 031982	00	06/01/2016	012-2025-431.30-79	BLANKET PURCHASE ORDER	65.70	
578846897		PI3988 031982	00	06/01/2016	012-2025-431.30-79	BLANKET PURCHASE ORDER	4.30-	
5707571217		PI4267 031982	00	06/01/2016	012-2025-431.30-32	BLANKET PURCHASE ORDER	11.96	
5707571217		PI4268 031982	00	06/01/2016	012-2025-431.30-48	BLANKET PURCHASE ORDER	2.24	
						VENDOR TOTAL *	463.62	
0005752	00	IMA INC - BENEFITS DIVISION						
1039074		PI4009 032071	00	06/01/2016	060-0660-442.70-07	BLANKET PURCHASE ORDER	3,750.00	

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0005752	00	IMA INC - BENEFITS DIVISION						
						VENDOR TOTAL *	3,750.00	
0000485	00	INTERSTATE BATTERY SYSTEM						
160004898		PI3924 032277 00	00	06/01/2016	001-1209-421.30-63	FIELD PURCHASE ORDER	329.24	
160005175		PI4236 032277 00	00	06/01/2016	001-1209-421.30-63	FIELD PURCHASE ORDER	221.95	
						VENDOR TOTAL *	551.19	
0000824	00	INTL CODE COUNCIL INC						
1000690850		PI4156 033132 00	00	06/01/2016	001-1004-424.30-51	GENERAL	73.00	
						VENDOR TOTAL *	73.00	
0003074	00	JACKSON SERVICES INC						
MAY 2016		PI4284 032011 00	00	06/01/2016	001-1013-432.20-99	BLANKET PURCHASE ORDER	100.00	
MAY 2016		PI4285 032011 00	00	06/01/2016	001-1206-422.20-91	BLANKET PURCHASE ORDER	53.00	
MAY 2016		PI4286 032011 00	00	06/01/2016	001-1209-421.20-91	BLANKET PURCHASE ORDER	94.00	
MAY 2016		PI4287 032011 00	00	06/01/2016	001-2027-452.20-99	BLANKET PURCHASE ORDER	176.05	
MAY 2016		PI4288 032011 00	00	06/01/2016	001-2031-455.20-99	BLANKET PURCHASE ORDER	218.50	
MAY 2016		PI4289 032011 00	00	06/01/2016	012-2025-431.20-99	BLANKET PURCHASE ORDER	294.04	
						VENDOR TOTAL *	935.59	
0001176	00	JENSEN TIRE CO						
301462		PI3989 031983 00	00	06/01/2016	001-2027-452.20-60	BLANKET PURCHASE ORDER	10.00	
301462		PI3990 031983 00	00	06/01/2016	001-2027-452.30-56	BLANKET PURCHASE ORDER	17.00	
						VENDOR TOTAL *	27.00	
0006408	00	JM FLOOR CARE						
050716		PI4023 033062 00	00	06/01/2016	001-1209-421.20-99	GENERAL	1,328.00	
						VENDOR TOTAL *	1,328.00	
0004708	00	KENCO LEASING COMPANY						
029342		PI3923 032257 00	00	06/01/2016	001-1209-421.20-70	BLANKET PURCHASE ORDER	300.00	
						VENDOR TOTAL *	300.00	
9999999	00	KERKAERT, WENDY						
125331		KERKAERT000489	00	06/01/2016	001-0000-202.04-00	WENDY KERKAERT/CF DEPOSIT	100.00	
						VENDOR TOTAL *	100.00	
0004542	00	KIMBALL MIDWEST						
4889594		PI4031 033098 00	00	06/01/2016	001-1209-421.30-63	FIELD PURCHASE ORDER	198.52	
4889594		PI4032 033098 00	00	06/01/2016	012-2025-431.30-32	FIELD PURCHASE ORDER	16.42	
4889594		PI4033 033098 00	00	06/01/2016	012-2025-431.30-33	FIELD PURCHASE ORDER	47.13	
4913017		PI4310 033098 00	00	06/01/2016	012-2025-431.30-33	FIELD PURCHASE ORDER	39.95	
						VENDOR TOTAL *	302.02	
0002974	00	KIRKHAM MICHAEL & ASSOCIATES INC						
84164		PI3977 031720 00	00	06/01/2016	012-2032-431.45-34	GENERAL	2,036.71	
						VENDOR TOTAL *	2,036.71	

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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
0002898	00	LARSEN INTERNATIONAL						
T82164		PI4096 031986	00	06/01/2016	001-2027-452.30-63	BLANKET PURCHASE ORDER	74.96	
T82182		PI4097 031986	00	06/01/2016	012-2025-431.30-63	BLANKET PURCHASE ORDER	95.09	
T82191		PI4203 031986	00	06/01/2016	012-2025-431.30-63	BLANKET PURCHASE ORDER	52.08	
T82200		PI4269 031986	00	06/01/2016	012-2025-431.30-63	BLANKET PURCHASE ORDER	176.24	
						VENDOR TOTAL *	398.37	
0006545	00	LINCOLN PHYSICAL THERAPY AND SPORTS						
APRIL 2016		PI4296 032460	00	06/01/2016	001-2026-451.20-35	BLANKET PURCHASE ORDER	31.00	
APRIL 2016		PI4297 032460	00	06/01/2016	001-2030-451.20-35	BLANKET PURCHASE ORDER	31.00	
APRIL 2016		PI4298 032460	00	06/01/2016	012-2025-431.20-35	BLANKET PURCHASE ORDER	62.00	
						VENDOR TOTAL *	124.00	
0002671	00	LOGAN CONTRACTORS SUPPLY INC						
L02103		PI4145 033085	00	06/01/2016	012-2025-431.30-56	FIELD PURCHASE ORDER	500.62	
						VENDOR TOTAL *	500.62	
0005989	00	LUEBBERT, SUSAN K						
050216		PI4134 032903	00	06/01/2016	001-2031-455.20-99	BLANKET PURCHASE ORDER	1,187.50	
051616		PI4303 032903	00	06/01/2016	001-2031-455.20-99	BLANKET PURCHASE ORDER	750.00	
						VENDOR TOTAL *	1,937.50	
9999999	00	MARTINEZ, ALFREDO						
125427		MARTINEZ000531	00	06/01/2016	001-0000-202.04-00	ALFREDO MARTINEZ/CA DEP	200.00	
						VENDOR TOTAL *	200.00	
0003122	00	MASUNE / MEDCO SUPPLY CO						
42080312		PI4026 033088	00	06/01/2016	001-2028-451.30-79	GENERAL	105.95	
42080312		PI4027 033088	00	06/01/2016	001-2029-451.30-79	GENERAL	105.98	
42080312		PI4025 033088	00	06/01/2016	001-2030-451.20-99	GENERAL	10.92	
42080312		PI4028 033088	00	06/01/2016	001-2030-451.30-79	GENERAL	211.99	
						VENDOR TOTAL *	434.84	
0006212	00	MATHESON TRI-GAS INC						
13336293		PI3896 031987	00	06/01/2016	001-1206-422.30-32	BLANKET PURCHASE ORDER	68.44	
						VENDOR TOTAL *	68.44	
0006407	00	MATT FRIEND TRUCK EQUIPMENT INC						
0081566-IN		PI3934 033070	00	06/01/2016	012-2025-431.30-63	FIELD PURCHASE ORDER	507.95	
						VENDOR TOTAL *	507.95	
9999999	00	MCCONNELL, TAYLOR						
125425		MCCONNELL000532	00	06/01/2016	001-0000-202.04-00	TAYLOR MCCONNELL/KEY DEP	30.00	
						VENDOR TOTAL *	30.00	
0006523	00	MCKESSON MEDICAL-SURGICAL						
77980739		PI4024 033083	00	06/01/2016	001-1206-422.30-33	GENERAL	309.89	
78517008		PI4144 033083	00	06/01/2016	001-1206-422.30-33	GENERAL	69.34	
						VENDOR TOTAL *	379.23	

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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
0001229	00	MENARDS - FREMONT						
06763		PI4099 031989	00	06/01/2016	001-1206-422.30-79	BLANKET PURCHASE ORDER	5.99	
05811/05822		PI3936 033078	00	06/01/2016	001-2027-452.40-20	GENERAL	314.88	
05987		PI3994 031989	00	06/01/2016	001-2027-452.30-56	BLANKET PURCHASE ORDER	110.16	
05987		PI3995 031989	00	06/01/2016	001-2027-452.30-79	BLANKET PURCHASE ORDER	11.48	
06070		PI3996 031989	00	06/01/2016	001-2027-452.40-13	BLANKET PURCHASE ORDER	193.59	
06337		PI3997 031989	00	06/01/2016	001-2027-452.30-56	BLANKET PURCHASE ORDER	204.97	
06878		PI4207 031989	00	06/01/2016	001-2027-452.30-33	BLANKET PURCHASE ORDER	29.99	
06878		PI4208 031989	00	06/01/2016	001-2027-452.30-49	BLANKET PURCHASE ORDER	82.28	
07026		PI4209 031989	00	06/01/2016	001-2027-452.30-58	BLANKET PURCHASE ORDER	21.36	
07071		PI4212 031989	00	06/01/2016	001-2027-452.40-13	BLANKET PURCHASE ORDER	38.90	
06619		PI4205 031989	00	06/01/2016	001-2028-451.30-49	BLANKET PURCHASE ORDER	44.11	
07030		PI4210 031989	00	06/01/2016	001-2028-451.30-49	BLANKET PURCHASE ORDER	44.95	
07180		PI4257 033166	00	06/01/2016	001-2028-451.30-33	GENERAL	101.99	
07083		PI4271 031989	00	06/01/2016	001-2028-451.30-49	BLANKET PURCHASE ORDER	11.97	
05701		PI3898 031989	00	06/01/2016	001-2029-451.30-49	BLANKET PURCHASE ORDER	52.03	
06490		PI3998 031989	00	06/01/2016	001-2029-451.30-49	BLANKET PURCHASE ORDER	166.79	
07181		PI4272 031989	00	06/01/2016	001-2029-451.30-79	BLANKET PURCHASE ORDER	180.65	
05701		PI3899 031989	00	06/01/2016	001-2030-451.30-49	BLANKET PURCHASE ORDER	52.02	
05799		PI3991 031989	00	06/01/2016	001-2030-451.30-49	BLANKET PURCHASE ORDER	15.15	
06565		PI4098 031989	00	06/01/2016	001-2030-451.30-49	BLANKET PURCHASE ORDER	22.56	
06062		PI4204 031989	00	06/01/2016	001-2030-451.30-49	BLANKET PURCHASE ORDER	35.79	
06619		PI4206 031989	00	06/01/2016	001-2030-451.30-49	BLANKET PURCHASE ORDER	44.11	
07030		PI4211 031989	00	06/01/2016	001-2030-451.30-49	BLANKET PURCHASE ORDER	134.86	
07180		PI4258 033166	00	06/01/2016	001-2030-451.30-33	GENERAL	197.98	
05898		PI3992 031989	00	06/01/2016	001-2042-440.30-56	BLANKET PURCHASE ORDER	58.16	
05898		PI3993 031989	00	06/01/2016	001-2042-440.30-79	BLANKET PURCHASE ORDER	26.97	
05436		PI3897 031989	00	06/01/2016	012-2025-431.30-79	BLANKET PURCHASE ORDER	12.12	
06858		PI4100 031989	00	06/01/2016	012-2025-431.30-79	BLANKET PURCHASE ORDER	37.86	
						VENDOR TOTAL *	2,253.67	
0004918	00	METRO AREA PLANNING AGENCY						
650		PI4037 033124	00	06/01/2016	001-2024-416.20-31	GENERAL	10,032.67	
						VENDOR TOTAL *	10,032.67	
0006536	00	MIDWEST MEDICAL SUPPLY CO LLC						
6173532		PI4153 033120	00	06/01/2016	001-1206-422.30-33	GENERAL	401.16	
6135414		PI4240 032915	00	06/01/2016	001-1206-422.30-33	GENERAL	8.95	
6185314		PI4315 033120	00	06/01/2016	001-1206-422.30-33	GENERAL	89.52	
						VENDOR TOTAL *	499.63	
0002069	00	MIDWEST OUTDOOR POWER LLC						
30753		PI4101 031990	00	06/01/2016	012-2025-431.30-56	BLANKET PURCHASE ORDER	155.78	
30797		PI4273 031990	00	06/01/2016	012-2025-431.30-56	BLANKET PURCHASE ORDER	182.97	
						VENDOR TOTAL *	338.75	
0004095	00	MIDWEST TAPE						
93911307		PI4010 032206	00	06/01/2016	001-2031-455.30-51	GENERAL	1,187.79	
93933329		PI4011 032206	00	06/01/2016	001-2031-455.30-51	GENERAL	59.99	

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0004095	00	MIDWEST TAPE						
						VENDOR TOTAL *	1,247.78	
0001839	00	MIDWEST TURF & IRRIGATION						
3722444-00		PI4322 033157	00	06/01/2016	001-2027-452.20-99	GENERAL	15.94	
3722444-00		PI4323 033157	00	06/01/2016	001-2027-452.30-56	GENERAL	333.36	
3721662-00		PI4317 033129	00	06/01/2016	001-2042-440.20-99	GENERAL	5.53	
3721662-00		PI4318 033129	00	06/01/2016	001-2042-440.30-56	GENERAL	205.23	
						VENDOR TOTAL *	560.06	
0006581	00	MILLER, SCOTT E						
0000001		PI4034 033110	00	06/01/2016	001-2031-455.20-99	GENERAL	100.00	
						VENDOR TOTAL *	100.00	
0006478	00	MILLER, WAYNE						
042116		PI4140 033053	00	06/01/2016	001-2029-451.20-99	GENERAL	150.00	
						VENDOR TOTAL *	150.00	
0003513	00	MONARCH OIL COMPANY						
98303		PI4221 032191	00	06/01/2016	012-2025-431.30-69	FIELD PURCHASE ORDER	504.00	
						VENDOR TOTAL *	504.00	
9999999	00	MRUZ, LYNN						
125330	MRUZ	000490	00	06/01/2016	001-0000-202.04-00	LYNN MRUZ/CF MTG ROOM	50.00	
						VENDOR TOTAL *	50.00	
0005038	00	MUNICIPAL EMERGENCY SERVICE-FREMONT						
IN1028119		PI4018 032938	00	06/01/2016	001-1206-422.20-65	GENERAL	75.00	
IN1025668		PI4022 033041	00	06/01/2016	001-1206-422.30-56	GENERAL	405.00	
IN1030639		PI4248 033077	00	06/01/2016	001-1206-422.30-68	GENERAL	28.29	
IN1029908		PI4270 031988	00	06/01/2016	001-1206-422.30-52	BLANKET PURCHASE ORDER	56.75	
						VENDOR TOTAL *	565.04	
0003346	00	NATL RECREATION & PARK ASSN						
12727517-16		PI4193 033154	00	06/01/2016	001-2027-452.20-93	GENERAL	300.00	
12727517-16		PI4194 033154	00	06/01/2016	001-2029-451.20-93	GENERAL	300.00	
						VENDOR TOTAL *	600.00	
0006582	00	NCMA						
061716/SHOTKOSK		PI4189 033118	00	06/01/2016	001-1002-415.20-13	BLANKET PURCHASE ORDER	105.00	
						VENDOR TOTAL *	105.00	
0001999	00	NEBR ASSN OF PROPERTY AND EVIDENCE						
2016 RENEWAL		PI4192 033152	00	06/01/2016	001-1209-421.20-93	GENERAL	25.00	
						VENDOR TOTAL *	25.00	
0003794	00	NEBR CUSTOM COVER						
48370		PI4045 031991	00	06/01/2016	012-2025-431.20-60	BLANKET PURCHASE ORDER	200.00	
						VENDOR TOTAL *	200.00	

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0003340	00	NEBR DEPT OF AERONAUTICS						
1003536		PI4071 032323	00	06/01/2016	029-2034-466.20-99	BLANKET PURCHASE ORDER	EFT:	1,239.32
1003536		PI4072 032323	00	06/01/2016	029-2034-490.60-02	BLANKET PURCHASE ORDER	EFT:	1,750.00
VENDOR TOTAL *							.00	2,989.32
0003724	00	NEBR DEPT OF LABOR						
70068		PI4086 033101	00	06/01/2016	001-1209-421.20-60	GENERAL	140.00	
VENDOR TOTAL *							140.00	
0003883	00	NEBR MUNICIPAL CLERK INSTITUTE						
NEMCIA2016		PI4075 032735	00	06/01/2016	001-1003-415.20-13	BLANKET PURCHASE ORDER	150.00	
VENDOR TOTAL *							150.00	
0003460	00	NEBR PUBLIC HEALTH ENVIRONMENTAL						
475535		PI4299 032504	00	06/01/2016	001-1209-421.20-99	GENERAL	105.00	
VENDOR TOTAL *							105.00	
0001473	00	NMC EXCHANGE LLC						
CUI242647		PI4313 033107	00	06/01/2016	012-2025-431.30-56	FIELD PURCHASE ORDER	1,182.28	
CUI242656		PI4314 033107	00	06/01/2016	012-2025-431.30-56	FIELD PURCHASE ORDER	3.96	
VENDOR TOTAL *							1,186.24	
0006329	00	NNSWC LANDFILL						
APR 2016		000485	00	06/01/2016	001-1013-432.20-21	APR 2016	56,275.31	
VENDOR TOTAL *							56,275.31	
0003608	00	NORTHEAST NEBR ECONOMIC DEV DIST						
16828		PI3937 033084	00	06/01/2016	001-1015-415.20-93	BLANKET PURCHASE ORDER	26,792.96	
VENDOR TOTAL *							26,792.96	
0001020	00	O'REILLY AUTOMOTIVE INC						
0397-352024		PI4046 031993	00	06/01/2016	001-1209-421.30-63	BLANKET PURCHASE ORDER	15.49-	
0397-368139		PI4048 031993	00	06/01/2016	001-1209-421.30-63	BLANKET PURCHASE ORDER	75.51	
0397-370422		PI4167 031993	00	06/01/2016	001-1209-421.30-63	BLANKET PURCHASE ORDER	46.55	
0397-371853		PI4274 031993	00	06/01/2016	001-1209-421.30-63	BLANKET PURCHASE ORDER	15.54	
0397-371880		PI4276 031993	00	06/01/2016	001-1209-421.30-63	BLANKET PURCHASE ORDER	129.77	
0397-367750		PI3906 031993	00	06/01/2016	001-2026-451.30-63	BLANKET PURCHASE ORDER	1.74	
0397-367093		PI3904 031993	00	06/01/2016	001-2027-452.30-63	BLANKET PURCHASE ORDER	75.93	
0397-367105		PI3905 031993	00	06/01/2016	001-2027-452.30-63	BLANKET PURCHASE ORDER	41.07	
0397-368839		PI4165 031993	00	06/01/2016	001-2027-452.30-63	BLANKET PURCHASE ORDER	21.92	
0397-371380		PI4213 031993	00	06/01/2016	001-2027-452.30-56	BLANKET PURCHASE ORDER	3.16	
0397-371853		PI4275 031993	00	06/01/2016	001-2029-451.30-63	BLANKET PURCHASE ORDER	6.82	
0397-367048		PI3902 031993	00	06/01/2016	012-2025-431.30-63	BLANKET PURCHASE ORDER	29.99	
0397-367088		PI3903 031993	00	06/01/2016	012-2025-431.30-63	BLANKET PURCHASE ORDER	56.89	
0397-367999		PI4047 031993	00	06/01/2016	012-2025-431.30-63	BLANKET PURCHASE ORDER	29.99-	
0397-369626		PI4166 031993	00	06/01/2016	012-2025-431.30-63	BLANKET PURCHASE ORDER	35.97	
VENDOR TOTAL *							495.38	
0005807	00	OCLC INC						

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0005807 0000458817	00	OCLC INC PI4074 032407	00	06/01/2016	001-2031-455.20-93	GENERAL	1,105.10	
VENDOR TOTAL *							1,105.10	
0002888 829460-0 829460-0 830061-0	00	OFFICENET PI4084 033091 PI4085 033091 PI4254 033117	00	06/01/2016	001-1004-424.30-31 001-1305-430.30-31 001-1305-430.30-31	GENERAL GENERAL GENERAL	34.69 11.55 488.69	
VENDOR TOTAL *							534.93	
0005674 253195	00	OLSSON ASSOCIATES PI4259 029461	00	06/01/2016	040-2037-452.45-20	FIELD PURCHASE ORDER	1,025.00	
VENDOR TOTAL *							1,025.00	
0001842 KX2003	00	OMAHA TRACTOR INC PI3931 033019	00	06/01/2016	012-2025-431.30-56	FIELD PURCHASE ORDER	443.62	
VENDOR TOTAL *							443.62	
0006122 1315177 1317356	00	OMG MIDWEST INC PI4068 032218 PI4069 032218	00	06/01/2016	012-2025-431.30-69 012-2025-431.30-69	FIELD PURCHASE ORDER FIELD PURCHASE ORDER	1,042.38 1,291.50	
VENDOR TOTAL *							2,333.88	
0001625 CO65208616	00	OTIS ELEVATOR COMPANY PI4235 032258	00	06/01/2016	001-1209-421.20-65	GENERAL	143.57	
VENDOR TOTAL *							143.57	
9999999 125309	00	PAFFORD, KURT PAFFORD 000491	00	06/01/2016	001-2027-363.00-00	KURT PAFFORD/GARDEN PLOT	25.00	
VENDOR TOTAL *							25.00	
0000886 317961 317961	00	PEAVEY COMPANY, LYNN PI4150 033103 PI4151 033103	00	06/01/2016	001-1209-421.20-11 001-1209-421.30-32	GENERAL GENERAL	22.00 102.40	
VENDOR TOTAL *							124.40	
9999999 051216 B	00	PELLA OF OMAHA & LINCOLN PERMIT000518	00	06/01/2016	001-1004-340.00-00	PELLA OF OMAHA/BLG PERMIT	78.00	
VENDOR TOTAL *							78.00	
0006484 5636	00	PEST-TROL SERVICES LLC PI4063 032032	00	06/01/2016	001-2031-455.20-99	BLANKET PURCHASE ORDER	85.00	
VENDOR TOTAL *							85.00	
0001279 050916 050916 050916	00	PETTY CASH PI4056 032016 PI4057 032016 PI4058 032016	00	06/01/2016	001-1209-421.20-11 001-1305-430.20-11 012-2025-431.20-99	BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER	1.21 9.85 15.00	
VENDOR TOTAL *							26.06	

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0001279	00	PETTY CASH,CK GRP-1						
051116 C	FIELD	000484	00	06/01/2016	001-0000-101.10-00	C FLD CONCESSIONS	300.00	
							VENDOR TOTAL *	300.00
0006436	00	PINNACLE BANK - VISA						
1042000314		PI4191 033150	00	06/01/2016	001-2029-451.30-79	GENERAL	793.93	
041116/OLSON		PI4078 032978	00	06/01/2016	001-2031-455.20-13	GENERAL	378.70	
							VENDOR TOTAL *	1,172.63
0005144	00	PITNEY BOWES						
3300415723		PI4237 032408	00	06/01/2016	001-2031-455.20-70	GENERAL	148.38	
							VENDOR TOTAL *	148.38
0002919	00	PLATTE VALLEY EQUIPMENT LLC						
568756		PI3907 031994	00	06/01/2016	001-2026-451.30-63	BLANKET PURCHASE ORDER	2.82	
577169		PI4050 031994	00	06/01/2016	001-2027-452.30-56	BLANKET PURCHASE ORDER	74.25	
580310		PI4051 031994	00	06/01/2016	001-2027-452.30-56	BLANKET PURCHASE ORDER	9.16	
539651		PI4077 032951	00	06/01/2016	001-2027-452.30-56	GENERAL	495.99	
581854		PI4169 031994	00	06/01/2016	001-2042-440.30-56	BLANKET PURCHASE ORDER	242.07	
571572		PI3908 031994	00	06/01/2016	012-2025-431.30-56	BLANKET PURCHASE ORDER	16.14	
511804		PI4049 031994	00	06/01/2016	012-2025-431.30-56	BLANKET PURCHASE ORDER	37.43	
19239773		PI4168 031994	00	06/01/2016	012-2025-431.30-33	BLANKET PURCHASE ORDER	144.00	
590683		PI4277 031994	00	06/01/2016	012-2025-431.30-56	BLANKET PURCHASE ORDER	4.55	
							VENDOR TOTAL *	1,026.41
0005443	00	PLIBRICO COMPANY LLC						
94278		PI4307 032946	00	06/01/2016	001-1209-421.20-60	GENERAL	3,625.00	
							VENDOR TOTAL *	3,625.00
0006199	00	PREMIER STAFFING INC						
7507		PI3913 032027	00	06/01/2016	001-2027-452.20-35	BLANKET PURCHASE ORDER	30.00	
7548		PI4059 032027	00	06/01/2016	001-2027-452.20-35	BLANKET PURCHASE ORDER	30.00	
7507		PI3914 032027	00	06/01/2016	001-2029-451.20-35	BLANKET PURCHASE ORDER	30.00	
7548		PI4060 032027	00	06/01/2016	001-2029-451.20-35	BLANKET PURCHASE ORDER	90.00	
7548		PI4061 032027	00	06/01/2016	001-2030-451.20-35	BLANKET PURCHASE ORDER	510.00	
7548		PI4062 032027	00	06/01/2016	012-2025-431.20-35	BLANKET PURCHASE ORDER	30.00	
							VENDOR TOTAL *	720.00
0006500	00	QUATRED LLC						
53796		PI4187 033108	00	06/01/2016	001-2030-451.20-99	GENERAL	10.00	
53796		PI4188 033108	00	06/01/2016	001-2030-451.30-56	GENERAL	146.25	
							VENDOR TOTAL *	156.25
0004096	00	QUINN, JEFF						
021616		PI4076 032927	00	06/01/2016	001-2031-455.20-99	GENERAL	600.00	
							VENDOR TOTAL *	600.00
0002876	00	RAWHIDE CHEMOIL INC						
756964		PI4190 033143	00	06/01/2016	012-2025-431.30-44	FIELD PURCHASE ORDER	1,459.15	

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0002876	00	RAWHIDE CHEMOIL INC						
						VENDOR TOTAL *	1,459.15	
9999999	00	READ, GABRIEL						
125326	READ	000492	00	06/01/2016	001-2029-347.00-00	GABRIEL READ/MUSTANG BB	65.00	
						VENDOR TOTAL *	65.00	
0003505	00	RECORDED BOOKS INC						
1430		PI4064	00	06/01/2016	001-2031-455.30-51	GENERAL	1,630.36	
75325592		PI4065	00	06/01/2016	001-2031-455.30-51	GENERAL	48.02	
75326996		PI4066	00	06/01/2016	001-2031-455.30-51	GENERAL	56.90	
75329458		PI4067	00	06/01/2016	001-2031-455.30-51	GENERAL	333.32	
						VENDOR TOTAL *	2,068.60	
0003726	00	RESERVE ACCOUNT						
23061773	0516	PI4238	00	06/01/2016	001-2031-455.20-11	GENERAL	800.00	
						VENDOR TOTAL *	800.00	
0006579	00	RISE BROADBAND						
0135917	0516	PI4184	00	06/01/2016	029-2034-466.20-99	BLANKET PURCHASE ORDER	332.85	
						VENDOR TOTAL *	332.85	
0006449	00	ROCO RESCUE INC						
0026301		PI4083	00	06/01/2016	001-1206-422.30-56	GENERAL	461.00	
						VENDOR TOTAL *	461.00	
0001298	00	ROGERS TENT & AWNING CO						
051016		PI4255	00	06/01/2016	001-2027-452.40-20	GENERAL	310.00	
120915		PI4300	00	06/01/2016	001-2027-452.20-60	GENERAL	40.00	
051616		PI4319	00	06/01/2016	001-2027-452.20-60	GENERAL	400.00	
						VENDOR TOTAL *	750.00	
0006576	00	ROYL KENNEL						
1225		PI4082	00	06/01/2016	001-1209-421.20-99	GENERAL	108.00	
						VENDOR TOTAL *	108.00	
0002427	00	S & S WORLDWIDE INC						
9059334		PI4185	00	06/01/2016	001-2029-451.30-79	GENERAL	468.06	
						VENDOR TOTAL *	468.06	
9999999	00	SABATKA, LISA						
125383	SABATKA	000519	00	06/01/2016	001-0000-202.04-00	LISA SABATKA/COMM RM DEP	100.00	
						VENDOR TOTAL *	100.00	
9999999	00	SACCO, MATT						
125380	SACCO	000520	00	06/01/2016	001-0000-202.04-00	MATT SACCO/CF MTG ROOM	50.00	
						VENDOR TOTAL *	50.00	
9999999	00	SAWYER, SKIP						

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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	SAWYER, SKIP						
125348	SAWYER	000498	00	06/01/2016	001-0000-202.04-00	SKIP SAWYER/COMM RM DEP	100.00	
						VENDOR TOTAL *	100.00	
0006316	00	SCALES SALES & SERVICE INC						
3832		PI4173 032219	00	06/01/2016	001-1013-432.20-99	FIELD PURCHASE ORDER	325.00	
						VENDOR TOTAL *	325.00	
0006203	00	SCREENING ONE INC						
160500498		PI4038 030844	00	06/01/2016	001-2026-451.20-99	BLANKET PURCHASE ORDER	14.50	
160500498		PI4039 030844	00	06/01/2016	001-2028-451.20-99	BLANKET PURCHASE ORDER	40.25	
160500498		PI4040 030844	00	06/01/2016	001-2029-451.20-99	BLANKET PURCHASE ORDER	114.24	
160500498		PI4041 030844	00	06/01/2016	001-2030-451.20-99	BLANKET PURCHASE ORDER	62.69	
160500498		PI4042 030844	00	06/01/2016	001-2031-455.20-99	BLANKET PURCHASE ORDER	14.50	
160500498		PI4043 030844	00	06/01/2016	001-2042-440.20-99	BLANKET PURCHASE ORDER	14.50	
160500498		PI4044 030844	00	06/01/2016	012-2025-431.20-99	BLANKET PURCHASE ORDER	58.00	
						VENDOR TOTAL *	318.68	
0001308	00	SHERWIN-WILLIAMS CO						
4159-4		PI3909 031998	00	06/01/2016	001-2027-452.30-49	BLANKET PURCHASE ORDER	123.88	
4660-1		PI4214 031998	00	06/01/2016	001-2027-452.30-49	BLANKET PURCHASE ORDER	129.91	
4169-3		PI3910 031998	00	06/01/2016	012-2025-431.30-76	BLANKET PURCHASE ORDER	148.20	
4718-7		PI4278 031998	00	06/01/2016	012-2025-431.30-79	BLANKET PURCHASE ORDER	2.00	
						VENDOR TOTAL *	403.99	
0001316	00	SIFFRING LANDSCAPING & GARDEN CTR						
12316		PI4244 032920	00	06/01/2016	001-2027-452.30-58	GENERAL	240.00	
12316		PI4245 032920	00	06/01/2016	001-2030-451.30-58	GENERAL	60.00	
12316		PI4246 032920	00	06/01/2016	001-2042-440.30-58	GENERAL	180.00	
14916		PI4279 031999	00	06/01/2016	001-2042-440.30-58	BLANKET PURCHASE ORDER	137.77	
						VENDOR TOTAL *	617.77	
0000211	00	SIRCHIE FINGER PRINT LABORATORIES						
0254284-IN		PI4249 033104	00	06/01/2016	001-1209-421.20-11	GENERAL	27.44	
0254284-IN		PI4250 033104	00	06/01/2016	001-1209-421.30-32	GENERAL	299.25	
						VENDOR TOTAL *	326.69	
0001137	00	STEFFY CHRYSLER CENTER INC, GENE						
5050112		PI4052 032000	00	06/01/2016	001-2027-452.30-63	BLANKET PURCHASE ORDER	200.00	
						VENDOR TOTAL *	200.00	
0006223	00	T SQUARE SUPPLY LLC						
13049		PI3911 032001	00	06/01/2016	012-2025-431.30-52	BLANKET PURCHASE ORDER	89.44	
13083		PI4053 032001	00	06/01/2016	012-2025-431.20-99	BLANKET PURCHASE ORDER	11.25	
						VENDOR TOTAL *	100.69	
0006458	00	TECH PARTNERS LLC						
17688		PI3932 033060	00	06/01/2016	001-2027-452.30-32	GENERAL	720.00	
						VENDOR TOTAL *	720.00	

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0005882 SINV05690232	00	THE GREAT COURSES PI4079 033014	00	06/01/2016	001-2031-455.30-51	GENERAL	554.80	
						VENDOR TOTAL *	554.80	
0002718 834026944	00	THOMSON REUTERS - WEST PI4178 032345	00	06/01/2016	001-1209-421.20-93	GENERAL	30.00	
						VENDOR TOTAL *	30.00	
0003598 0113917	00 0616	TIME WARNER CABLE PI4291 032224	00	06/01/2016	001-1011-419.20-12	BLANKET PURCHASE ORDER	109.79	
						VENDOR TOTAL *	109.79	
0001339 20932 20863	00	TIMME WELDING & SUPPLY LLC PI4055 032002 PI4054 032002	00	06/01/2016	001-2027-452.40-20 012-2025-431.30-63	BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER	111.15 8.96	
						VENDOR TOTAL *	120.11	
0006063 7715979	00	TITAN MACHINERY INC (VICTORS) PI4170 032003	00	06/01/2016	001-2027-452.30-56	BLANKET PURCHASE ORDER	48.18	
						VENDOR TOTAL *	48.18	
9999999 082214	00 TONNIES	TONNIES, KATE 000493	00	06/01/2016	001-1206-342.02-00	KATE TONNIES/AMB REFUND	53.34	
						VENDOR TOTAL *	53.34	
0005179 183102	00	TRACTOR SUPPLY CREDIT PLAN PI4171 032004	00	06/01/2016	012-2025-431.30-56	BLANKET PURCHASE ORDER	24.99	
						VENDOR TOTAL *	24.99	
9999999 125335	00 TRINITY	TRINITY LUTHERAN SCHOOL 000494	00	06/01/2016	001-0000-202.04-00	TRINITY LUTHERAN/CF DEP	100.00	
						VENDOR TOTAL *	100.00	
0004745 427597	00	UNIQUE MANAGEMENT SERVICES INC PI4073 032405	00	06/01/2016	001-2031-455.20-99	GENERAL	26.85	
						VENDOR TOTAL *	26.85	
9999999 125371	00 VELASQUZ	VELASQUEZ, REBECCA 000521	00	06/01/2016	001-0000-202.04-00	REBECCA VELASQUEZ/COMM RM	100.00	
						VENDOR TOTAL *	100.00	
0006096 160105709	00	VERIZON WIRELESS PI4195 033155	00	06/01/2016	001-1209-421.20-99	GENERAL	100.00	
						VENDOR TOTAL *	100.00	
0003064 10166904-00	00	VOSS LIGHTING PI4321 033148	00	06/01/2016	001-2031-455.30-49	GENERAL	224.24	
						VENDOR TOTAL *	224.24	

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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	
0005211	00	WATCHGUARD VIDEO							
WARINV001298	PI4186	033105	00	06/01/2016	001-1209-421.20-99	GENERAL	2,885.00		
VENDOR TOTAL *							2,885.00		
0005116	00	WIESE PLUMBING & EXCAVATING INC							
853	PI4080	033059	00	06/01/2016	001-2026-451.20-60	GENERAL	477.50		
853	PI4081	033059	00	06/01/2016	001-2026-451.30-49	GENERAL	477.50		
903	PI4220	032025	00	06/01/2016	001-2027-452.40-13	BLANKET PURCHASE ORDER	50.00		
883	PI4219	032025	00	06/01/2016	001-2030-451.20-60	BLANKET PURCHASE ORDER	150.00		
869	PI4218	032025	00	06/01/2016	001-2031-455.20-60	BLANKET PURCHASE ORDER	113.00		
VENDOR TOTAL *							1,268.00		
0005518	00	WINDSTREAM OF THE MIDWEST INC							
4027272630	0516PI4070	032282	00	06/01/2016	001-1015-415.20-12	BLANKET PURCHASE ORDER	72.72		
VENDOR TOTAL *							72.72		
9999999	00	WOOD, KATHY							
052316	WOOD	000522	00	06/01/2016	001-2031-334.00-00	KATHY WOOD/FLOWER GIRL	13.99		
VENDOR TOTAL *							13.99		
0005115	00	WRIGHT, NANCY L							
051316	PI4175	032331	00	06/01/2016	001-1209-421.20-99	GENERAL	25.00		
051416	PI4176	032331	00	06/01/2016	001-1209-421.20-99	GENERAL	25.00		
051516	PI4177	032331	00	06/01/2016	001-1209-421.20-99	GENERAL	56.25		
VENDOR TOTAL *							106.25		
0006499	00	1030 LLC							
0000017	PI4087	033126	00	06/01/2016	001-2031-419.30-55	GENERAL	149.95		
VENDOR TOTAL *							149.95		
0001337	00	30 BOWL							
03/03-04/21/16	PI4163	031900	00	06/01/2016	001-2029-451.20-16	GENERAL	1,904.00		
VENDOR TOTAL *							1,904.00		
0002910	00	5TH SEASON INC							
04282016	PI4019	033031	00	06/01/2016	001-2031-455.20-99	GENERAL	55.00		
272694/01	2016	PI4020	033031	00	06/01/2016	001-2031-455.20-99	GENERAL	80.00	
1604	09	PI3929	032911	00	06/01/2016	012-2025-431.20-99	FIELD PURCHASE ORDER	200.00	
0017252	PI4128	032804	00	06/01/2016	012-2025-431.20-99	FIELD PURCHASE ORDER	29.97		
0017252	PI4129	032804	00	06/01/2016	012-2025-431.30-79	FIELD PURCHASE ORDER	40.37		
0017258	PI4130	032804	00	06/01/2016	012-2025-431.20-99	FIELD PURCHASE ORDER	30.02		
0017258	PI4131	032804	00	06/01/2016	012-2025-431.30-79	FIELD PURCHASE ORDER	60.56		
VENDOR TOTAL *							495.92		
00 General Fund							BANK TOTAL *	215,214.21	27,709.99

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Employee Benefits

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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						
05/18/16	MANUAL000501		01	05/18/2016	060-0660-442.70-01	05/18/16 MANUAL CLAIMS	CHECK #: 100774	69,488.25
05/18/16	MANUAL000502		01	05/18/2016	060-0660-443.70-01	05/18/16 MANUAL CLAIMS	CHECK #: 100774	2,623.84
05/24/16	MANUAL000523		01	05/24/2016	060-0660-444.70-01	05/24/16 AUTO CLAIMS	CHECK #: 100775	2,510.80
05/24/16	MANUAL000525		01	05/24/2016	060-0660-442.70-01	05/24/16 MANUAL CLAIMS	CHECK #: 100777	337,821.33
05/24/16	MANUAL000526		01	05/24/2016	060-0660-443.70-01	05/24/16 MANUAL CLAIMS	CHECK #: 100777	23,263.50
05/24/16	MANUAL000527		01	05/24/2016	060-0660-444.70-01	05/24/16 MANUAL CLAIMS	CHECK #: 100777	3,918.74
						VENDOR TOTAL *	.00	439,626.46
0003405	00	WORKERS' COMPENSATION FUND						
20160501	MANUAL000524		01	05/24/2016	061-0662-441.70-01	05/20/16 CLAIMS	CHECK #: 100776	53,526.99
						VENDOR TOTAL *	.00	53,526.99
		01 Employee Benefits				BANK TOTAL *	.00	493,153.45

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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

0003400	00	VILLAGE OF INGLEWOOD						
APRIL 2016		PI4172 032095	04	06/01/2016	020-2066-490.60-15	FIELD PURCHASE ORDER	2,473.52	
						VENDOR TOTAL *	2,473.52	
			04	Keno Fund		BANK TOTAL *	2,473.52	

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CDBG Clearing

BANK: 08

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
0001131	00	FREMONT TRIBUNE						
76357		PI4008 032009	08	06/01/2016	031-0782-465.20-33	BLANKET PURCHASE ORDER	65.45	
76391		PI4118 032009	08	06/01/2016	031-0782-465.20-33	BLANKET PURCHASE ORDER	4.25	
VENDOR TOTAL *							69.70	
0003608	00	NORTHEAST NEBR ECONOMIC DEV DIST						
041516	101095	PI3601 032013	08	06/01/2016	031-0782-465.20-99	BLANKET PURCHASE ORDER	6,378.76	
16979		PI4160 030411	08	06/01/2016	031-0782-465.20-99	BLANKET PURCHASE ORDER	180.00	
17004		PI4161 030767	08	06/01/2016	031-0782-465.20-99	BLANKET PURCHASE ORDER	210.00	
17014		PI4162 031155	08	06/01/2016	031-0782-465.20-99	BLANKET PURCHASE ORDER	690.00	
17026		PI4179 032397	08	06/01/2016	031-0782-465.20-99	BLANKET PURCHASE ORDER	90.00	
17028		PI4180 032397	08	06/01/2016	031-0782-465.20-99	BLANKET PURCHASE ORDER	1,860.00	
17022		PI4181 032511	08	06/01/2016	031-0782-465.20-99	BLANKET PURCHASE ORDER	465.00	
17024		PI4182 032511	08	06/01/2016	031-0782-465.20-99	BLANKET PURCHASE ORDER	2,187.46	
17019		PI4183 032775	08	06/01/2016	031-0782-465.20-99	BLANKET PURCHASE ORDER	400.67	
041916	101117	PI4216 032013	08	06/01/2016	031-0782-465.20-99	BLANKET PURCHASE ORDER	3,526.00	
041916	101184	PI4217 032013	08	06/01/2016	031-0782-465.20-99	BLANKET PURCHASE ORDER	225.47	
042616	101058	PI4290 032013	08	06/01/2016	031-0782-465.20-99	BLANKET PURCHASE ORDER	3,866.00	
VENDOR TOTAL *							20,079.36	
08 CDBG Clearing						BANK TOTAL *	20,149.06	

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E911

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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
0001759	00	ATS "THE BEEPER PEOPLE"						
7345244		PI4125 032285	09	06/01/2016	033-0789-421.20-12	BLANKET PURCHASE ORDER	329.40	
						VENDOR TOTAL *	329.40	
0002675	00	CENTURYLINK (QWEST)						
402D250400	0516	PI4127 032386	09	06/01/2016	033-0789-421.20-12	BLANKET PURCHASE ORDER	784.19	
						VENDOR TOTAL *	784.19	
0003087	00	EAKES OFFICE SOLUTIONS						
6977626-0		PI4155 033121	09	06/01/2016	033-0789-421.30-31	GENERAL	318.95	
						VENDOR TOTAL *	318.95	
0004678	00	LANGUAGE LINE SERVICES						
3829223		PI4126 032287	09	06/01/2016	033-0789-421.20-99	BLANKET PURCHASE ORDER	40.89	
						VENDOR TOTAL *	40.89	
0004196	00	WESTEL SYSTEMS						
4026542437	0516	PI4174 032288	09	06/01/2016	033-0789-421.20-12	BLANKET PURCHASE ORDER	179.52	
						VENDOR TOTAL *	179.52	
			09	E911		BANK TOTAL *	1,652.95	

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Community Development Agency of COF

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0005221	00	EAGLE DISTRIBUTING						
6668	01/2016	000503	13	06/01/2016	017-0730-465.60-05	TCK LEASING LLC - TIF	1,593.74	
6668	04/2016	000504	13	06/01/2016	017-0730-465.60-05	TCK LEASING LLC - TIF	31,072.02	
VENDOR TOTAL *							32,665.76	
0005065	00	FREMONT CONTRACT CARRIERS INC						
6669	01/2016	000505	13	06/01/2016	017-0730-465.60-05	JAKK INV - TIF	2,539.30	
6669	04/2016	000506	13	06/01/2016	017-0730-465.60-05	JAKK INV - TIF	46,857.27	
VENDOR TOTAL *							49,396.57	
0005219	00	LOGGER INVESTMENTS						
6667	01/2016	000507	13	06/01/2016	017-0730-465.60-05	LOGGER - TIF	983.24	
6667	04/2016	000508	13	06/01/2016	017-0730-465.60-05	LOGGER - TIF	13,057.75	
VENDOR TOTAL *							14,040.99	
0005084	00	MDI LIMITED PARTNERSHIP #36						
6666	01/2016	000509	13	06/01/2016	017-0730-465.60-05	MDI - TIF	727.27	
6666	04/2016	000510	13	06/01/2016	017-0730-465.60-05	MDI - TIF	727.27	
VENDOR TOTAL *							1,454.54	
13 Community Development Agency of COF BANK TOTAL *							97,557.86	
HAND ISSUED TOTAL ***								493,153.45
EFT/EPAY TOTAL ***								27,709.99
TOTAL EXPENDITURES ****							337,047.60	520,863.44
GRAND TOTAL *****								857,911.04

## **STAFF REPORT**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Jean Kaup Van Iperen, Office Services Associate

DATE: May 23, 2016

SUBJECT: Reappointment to Housing Rehabilitation Board

Recommendation: Move to approve the recommendation of the Mayor to reappoint Amber Barton, Ryan Fiala, and Terry Seawell to the Fremont Housing Rehabilitation Board for a four year term.

Background: These are reappointments to the Housing Rehabilitation Board.

## STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Tyler Ficken, City Clerk

DATE: May 25, 2016

SUBJECT: MainStreet of Fremont – Crazy Days Sidewalk Sale street closure request

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Recommendation: Approve resolution

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Background: MainStreet of Fremont has requested the use of the closure of streets from 4<sup>th</sup> to 6<sup>th</sup> Street on Main St. be closed on Saturday July 23, 2016 from 7:00 am to 6:00 pm for the annual Crazy Days Sidewalk Sale.



*Board of Directors*

May 9, 2016

*Jill Gossett  
President*

*Nik Beninato  
Vice President*

*Kellee Rasmussen  
Secretary*

*Sarah Brandt  
Treasurer*

*Tom Coday*

*Hayley Fischer*

*Amy Stewart*

*Gordon Lowe*

*Kevin Main*

*Frank Kment*

*Lindsey Adams*

*Cindy Bojanski*

Fremont City Council  
400 E. Military  
Fremont, NE 68025

Dear Council:

On behalf of MainStreet of Fremont, I would like to request that the streets from 4<sup>th</sup> to 6<sup>th</sup> Street on Main St. be closed on Saturday July 23, 2016 from 7:00 am to 6:00 pm for the annual Crazy Days Sidewalk Sale in downtown Fremont.

As in years past there will be sale items located in the streets as well as other special activities and events associated with this fun-filled day coordinated by MainStreet of Fremont.

Please feel free to contact me should you have questions. Thank you for your continued support and commitment to downtown Fremont.

Sincerely,

*Shannon Mullen  
Executive Director*

Shannon Mullen  
Executive Director  
MainStreet of Fremont

Cc: Tyler Ficken, Mayor Scott Getzschman

RESOLUTION NO. 2016-

A Resolution of the City Council of the City of Fremont, Nebraska approving the request of Main Street Fremont to close the following streets for the 2016 Crazy Days Sidewalk Sale Event On Saturday July 23, 2016 From 0700 to 1800.

**1. 4<sup>th</sup> to 6<sup>th</sup> Street on Main Street**

WHEREAS, Main Street Fremont has requested to close the above listed streets for their 2016 Crazy Days Sidewalk Sale Event On Saturday July 23, 2016 from 0700 to 1800; and,

WHEREAS, the closing of these streets is necessary for the safe operation of this event; 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 as additional insured and this resolution will serve as written agreement for said insurance; and,

NOW THEREFORE BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF FREMONT, NEBRASKA: to approve the closing of the above listed street(s) on Saturday July 23, 2016 From 0700 to 1800 for the 2016 Crazy Days Sidewalk Sale Event.

PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016.

\_\_\_\_\_  
SCOTT GETZSCHMAN, MAYOR  
ATTEST:

) CITY SEAL

\_\_\_\_\_  
City Clerk

## STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: MARK VYHLIDAL, SUPERINTENDENT OF PUBLIC SERVICES

DATE: May 26, 2016

SUBJECT: 1 (ONE) NEW SELF PROPELLED MECHANICAL TYPE STREET SWEEPER FOR FREMONT STREET DEPARTMENT

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**Recommendation:** Approve Resolution.

**Background:** The City of Fremont has a street sweeper budgeted in fiscal year 2015/2016 Capital Outlay. This street sweeper will replace a 1997 Johnston Street Sweeper which is being traded in on this purchase. Sealed bids were opened and read on Thursday, May 19<sup>th</sup>, 2016 at 2:00 pm. The table below illustrates the summary of bids received. Successful bidder was able to meet specifications.

Manufacturer	Vendor	Cost
2016 Elgin Pelican NP (Bid #2)	NE Environmental Products	\$188,723.00 *
2016 Elgin Pelican NP	NE Environmental Products	\$193,049.00
2016 Global M3	Rose Equipment Inc.	\$191,820.00
2016 Global M3 (Bid #2)	Rose Equipment Inc.	\$194,035.00

- A total of 4 bids were opened and read being submitted by 2 different manufacturers. Each bidder provided an alternate bid, which was also requested if available. Nebraska Environmental Products provided an alternate bid #2, bidding a machine with less than 10 hours and with full warranties. After review of all bids received, staff recommends awarding the bid to Nebraska Environmental Products of Lincoln, NE in the amount of \$188,723.00 as the lowest responsible bid received.
- Bid price includes trade-in of 1997 street sweeper.

**Fiscal Impact:** \$188,723.00

The Street Department had budgeted \$200,000 for the current fiscal year ending 2016 for the sweeper purchased.

**THE STREET DEPARTMENT IS LOOKING TO PURCHASE  
 (1) ONE NEW SELF PROPELLED MECHANICAL TYPE STREET SWEEPER.  
 -TECHNICAL SPECIFICATIONS-  
 Estimated cost: \$ 197,000.00**

The City of Fremont, Nebraska shall take bids on one (1) unused 2016 Self-Propelled mechanical type sweeper. Alternate bid may also be accepted for one (1) self-propelled mechanical type street sweeper with less than 10 hours on machine with full warranties. The unit must be bid with standard or optional equipment and shall meet or surpass the following specifications:

**1.0 INTENT**

It is the intent of this specification to provide for the purchase of one (1) new & unused street sweeper having a minimum 3.5 cubic yard high dumping hopper, hydrostatic transmission, and right and left side broom with variable down pressure, controlled from cab.

<b><u>COMPLY</u></b>	
<b><u>Yes</u></b>	<b><u>No</u></b>
<u>  ✓  </u>	<u>    </u>

The following specification is based upon a mechanical type street sweeper. The City's Public Works Department has evaluated different types of street sweepers and has determined that this product is best suited for the City's needs in safety, quality and performance against which all sweeper bids will be compared.

In comparing proposals, consideration will not be confined to brand of equipment or price only. The successful bidder will be one whose product is judged to best serve the interests of the City when standardization, price, product, safety, quality and delivery are considered. The City of Fremont reserves the right to reject any or all bids or any part thereof, and to waive any minor technicalities. A contract will be awarded to the bidder submitting the lowest responsible bid meeting the requirements of this specification.

<b><u>COMPLY</u></b>	
<b><u>Yes</u></b>	<b><u>No</u></b>
<u>  ✓  </u>	<u>    </u>

**2.0 EQUIVALENT PRODUCT**

Bids will be accepted for consideration on any make or model that is equal or superior to the sweeper specified. Decisions of equivalency will be at the sole interpretation of the City of Fremont's Department of Public Works. A blanket statement that equipment proposed will meet all requirements will not be sufficient to establish equivalence. Original manufacturer's brochures of the proposed unit are to be submitted with the proposal.

All modifications made to the standard production unit described in the manufacturer's brochures must be certified by the manufacturer and submitted with the bid, or the bid will be deemed "non-responsive" and rejected without further review. Bidder must be prepared to demonstrate a unit similar to the one proposed, if requested.

**3.0 INTERPRETATIONS**

In order to be fair to all bidders, no oral interpretations will be given to any bidder as to the meaning of the specification documents or any part thereof. Every request for such a consideration shall be made in writing to the City Clerk. Based upon such inquiry, the City may choose to issue an Addendum.

**COMPLY**  
**Yes** **No**  
✓     

**4.0 GENERAL**

The specification herein states the minimum requirements of the City. All bids must be regular in every respect. Unauthorized conditions, limitations, or provisions shall be cause for rejection. The City of Fremont will consider as "irregular" or "non-responsive" any bid not prepared and submitted in accordance with the bid document and specification, or any bid lacking sufficient technical literature to enable the City to make a reasonable determination of compliance to the specification.

It shall be the bidder's responsibility to carefully examine each item of the specification. Failure to offer a completed bid or failure to respond to each section of the technical specification (COMPLY: YES NO) will cause the proposal to be rejected without review as "non-responsive". All variances, exceptions and/or deviations shall be fully described in the appropriate section. Deceit in responding to the specification will be cause for rejection.

**COMPLY**  
**Yes** **No**  
✓     

**5.0 CHASSIS**

- 5.1 Wheelbase: Maximum 140" ✓
- 5.2 If the vehicle requires two operator stations, both shall have power steering. ✓
- 5.3 Chassis shall be fully welded (formed channel and boxed tube style) for maximum strength. ✓
- 5.4 Fuel tank capacity: minimum 30 gallons. ✓
- 5.5 Front and rear tow hooks shall be on chassis. ✓
- 5.4 Turning radius shall not be greater than 16 feet. ✓

**COMPLY**  
**Yes** **No**

**6.0 CHASSIS ENGINE**

- 6.1 Diesel engine shall be sleeved, counter balanced, 4 cylinder John Deere 4045T - Tier 4 engine (equal or greater). ✓
- 6.2 Please state horsepower rating of engine: 74 HP Tier IV Final  
This is a 2016 EPA emission compliant engine.

**COMPLY**  
**Yes** **No**

		<u>COMPLY</u>	
		<u>Yes</u>	<u>No</u>
6.3	Diesel fuel tank: minimum capacity of 30 US gallons.	<u>✓</u>	<u>    </u>
6.4	Air Cleaner shall be dual element safety dry type.	<u>✓</u>	<u>    </u>
6.5	In cab air restriction indicator provided.	<u>✓</u>	<u>    </u>
6.6	Engine pre-cleaner shall be provided.	<u>✓</u>	<u>    </u>
6.7	An engine shutdown shall be included protecting against damage when either low oil pressure or high coolant temperature conditions occur.	<u>✓</u>	<u>    </u>
6.8	Engine block heater provided.	<u>✓</u>	<u>    </u>
6.9	Anti-freeze to -25 degrees.	<u>✓</u>	<u>    </u>

		<u>COMPLY</u>	
		<u>Yes</u>	<u>No</u>
<b>7.0</b>	<b><u>TRANSMISSION/HYDRAULICS/BRAKES</u></b>		
7.1	Hydrostatic transmission operated by single foot pedal controlling both forward and reverse directions.	<u>✓</u>	<u>    </u>
7.2	Single foot pedal shall automatically produce required torque at a set pressure.	<u>✓</u>	<u>    </u>
7.3	Hydraulic reservoir: minimum 30 gallon capacity with sight gauge.	<u>✓</u>	<u>    </u>
7.4	Hydraulic power shall be provided by shaft and gear driven pumps.	<u>✓</u>	<u>    </u>
7.5	Hydraulic temperature and level shutdown provided.	<u>✓</u>	<u>    </u>
7.6	Service brakes shall be full power, hydraulically applied, (disk type or drum type).	<u>✓</u>	<u>    </u>
7.7	Parking break shall be provided.	<u>✓</u>	<u>    </u>

		<u>COMPLY</u>	
		<u>Yes</u>	<u>No</u>
<b>8.0</b>	<b><u>TIRES AND WHEELS</u></b>		
8.1	Front & rear tires shall be tubeless radial, minimum Load Range "G".	<u>✓</u>	<u>    </u>
8.2	Please state ply rating of front tires: <u>11R22.5 Load Range H</u>		
8.3	Please state ply rating of rear tires: <u>215/75 R17.5 Load Range H</u>		
8.4	Extra spare front rim and tire shall be provided.	<u>✓</u>	<u>    </u>
8.5	Extra spare rear rim and tire shall be provided.	<u>✓</u>	<u>    </u>

		<u>COMPLY</u>	
		<u>Yes</u>	<u>No</u>
<b>9.0</b>	<b><u>CAB/CONTROLS/INSTRUMENTS</u></b>		
9.1	For safety and maximum operator visibility, doors shall be transparent.	<u>✓</u>	<u>    </u>
9.2	Safety glass & tinted windshield provided.	<u>✓</u>	<u>    </u>
9.3	Sound insulated & dust & weather sealed cab provided.	<u>✓</u>	<u>    </u>

		<u>COMPLY</u>	
		<u>Yes</u>	<u>No</u>
9.4	Cab interior environment shall be fully conditioned by fresh air AC, heater, pressurizer, defroster with adjustable vents.	<u>✓</u>	___
9.5	If the sweeper requires two operating stations, both shall have power steering.	<u>✓</u>	___
9.6	Main operators' seat to be adjustable air ride seat with adjustable arm rests.	<u>✓</u>	___
9.7	Tilt & telescopic steering wheel provided at main operator's station.	<u>✓</u>	___
9.8	Seat belts with automatic retractors provided.	<u>✓</u>	___
9.9	Air-conditioning to be factory installed.	<u>✓</u>	___
9.10	AM/FM radio shall be provided.	<u>✓</u>	___
9.11	Sweeper shall have an automatic back-up alarm.	<u>✓</u>	___
9.12	Windshield wiper: 2 speed intermittent with washers.	<u>✓</u>	___
9.13	Dual 6"x16" West Coast mirrors provided with convex lowers.	<u>✓</u>	___
9.14	For safety during night sweeping, all switches and controls shall be illuminated so that they can be easily identified without the use of a cab dome light.	<u>✓</u>	___
9.15	Instrument panel shall be full vision illuminated with tachometer, hour meter, speedometer, odometer, fuel gauge, hydrostatic oil temperature gauge, hydraulic filter, drive filter indicator and engine air intake restriction indicator in cab.	<u>✓</u>	___
9.16	All sweeper controls shall be mounted on a central control console or within close proximity to the operator allowing the operator to easily view all important information and controls.	<u>✓</u>	___
9.17	The controls shall include all sweep, spray water and lighting functions and shall be easily identified.	<u>✓</u>	___
9.18	Cab dome light provided.	<u>✓</u>	___
9.19	A right side limb guard shall be provided to protect cab and beacon light from low hanging tree branches.	<u>✓</u>	___

**COMPLY**  
**Yes No**

**10.0 ELECTRICAL/LIGHTING**

10.1	Alternator: minimum 120 amp.	<u>✓</u>	___
10.2	Battery shall be easily accessible.	<u>✓</u>	___
10.3	12 volt, minimum 900 CCA maintenance free battery shall be provided.	<u>✓</u>	___
10.4	For safety, all electrical circuits shall be protected with automatically self-resetting circuit breakers which do not require any action by the operator to reset.	<u>✓</u>	___
10.5	Wiring harness shall have color and word/numbered coded wires and all circuits protected with auto-reset circuit breakers.	<u>✓</u>	___
10.6	All electrical connections shall be sealed with waterproof connectors.	<u>✓</u>	___

- |      |   | <u>COMPLY</u> |             |
|------|---|---------------|-------------|
|      |   | <u>Yes</u>    | <u>No</u>   |
| 10.7 | All lighting shall be D.O.T. approved including combination stop, turn, tail and clearance lights (LED), sealed multiple beam headlights, high beam-low beam switch, adjustable side broom spotlights, illuminated gauges and instrument panel, internally illuminated rocker switches, self-canceling directional signals and hazard switch. | <u>✓</u>      | <u>    </u> |
| 10.8 | Warning lights to include 2 LED strobe beacons, LED arrow stick, LED Stop/Tail/Turn lights, 4 LED flashers, backup lights, sealed beam broom lights, LED clearance lights, and minimum 1 rear flood light.  | <u>✓</u>      | <u>    </u> |

- |             |   | <u>COMPLY</u> |             |
|-------------|---|---------------|-------------|
|             |   | <u>Yes</u>    | <u>No</u>   |
| <b>11.0</b> | <b><u>BROOMS</u></b>  |               |             |
| 11.1        | Main broom shall be hydraulically driven, direct drive with operator controlled variable speed.                                       | <u>✓</u>      | <u>    </u> |
| 11.2        | The sweeping path shall be a minimum 10 feet width when main broom and both side brooms engaged.                                      | <u>✓</u>      | <u>    </u> |
| 11.3        | Main broom shall be pre-fab disposable type.  | <u>✓</u>      | <u>    </u> |
| 11.4        | To protect the broom mechanism, the main broom/conveyor shall raise automatically when the sweeper is put in reverse.                 | <u>✓</u>      | <u>    </u> |
| 11.5        | Main broom down pressure shall be adjustable from cab by operator.  | <u>✓</u>      | <u>    </u> |
| 11.6        | Main broom speed shall be variable to provide flexibility for various sweeping conditions and shall be independent of sweeping speed. | <u>✓</u>      | <u>    </u> |
| 11.7        | Right & left side brooms shall be hydraulically driven, direct drive, vertical digger type mounted on right and left sides.           | <u>✓</u>      | <u>    </u> |
| 11.8        | Side brooms shall have pre-fab bolt-on replaceable plastic segments filled with tempered wire.  | <u>✓</u>      | <u>    </u> |
| 11.9        | Side broom down pressure shall be adjustable by the operator from the cab while sweeping.   | <u>✓</u>      | <u>    </u> |
| 11.10       | Both brooms shall feature a broom tilt mechanism operated from inside the cab. A tilt indicator shall be included.                    | <u>✓</u>      | <u>    </u> |
| 11.11       | Right side broom shall be visible to the operator without or with use of mirrors while sweeping.                                      | <u>✓</u>      | <u>    </u> |

		<u>COMPLY</u>	
		<u>Yes</u>	<u>No</u>
<b><u>12.0 CONVEYOR</u></b>			
12.1	Conveyor shall be hydraulically driven and operator shall be able to reverse direction of conveyor without stopping or reversing any broom. (Conveyor chains not acceptable).	<u>✓</u>	<u>    </u>
12.2	Please state type of conveyor: <u>Rubber conveyor belt</u>		
12.3	A stall alarm shall be provided to notify the operator if the conveyor stalls.	<u>✓</u>	<u>    </u>
12.4	A lower roller deflector shall be provided to reduce material from between the roller and conveyor.	<u>✓</u>	<u>    </u>
12.5	Please state type of dirt shoe (poly shoe preferred): <u>Rubber dirt shoes</u>		

		<u>COMPLY</u>	
		<u>Yes</u>	<u>No</u>
<b><u>13.0 HOPPER</u></b>			
13.1	Hopper shall be overhead type dump to allow for easy loading of trucks.	<u>✓</u>	<u>    </u>
13.2	Hopper discharge height shall be able to reach 9'6".	<u>✓</u>	<u>    </u>
13.3	Design lift capacity: 9,000 lbs.	<u>✓</u>	<u>    </u>
13.4	Useable hopper capacity to be 3.5 cubic yds. or greater.	<u>✓</u>	<u>    </u>
13.5	Hopper lift and dump controls shall be operated from inside cab.	<u>✓</u>	<u>    </u>

		<u>COMPLY</u>	
		<u>Yes</u>	<u>No</u>
<b><u>14.0 WATER SYSTEM</u></b>			
14.1	Water tank capacity: minimum 200 US gallons.	<u>✓</u>	<u>    </u>
14.2	Water tank shall be constructed of non-rusting material (polyethylene or 7 gauge type 304 stainless steel – equal or greater). Epoxy liners will not be accepted.	<u>✓</u>	<u>    </u>
14.3	Spray nozzles provided for main broom & gutter brooms controlled from cab for maximum dust control.	<u>✓</u>	<u>    </u>
14.4	Minimum 15 ft. water fill hose quick disconnect provided with hydrant coupling.	<u>✓</u>	<u>    </u>
14.5	Water fill gauge shall be visible by the operator during sweeping operations.	<u>✓</u>	<u>    </u>
14.6	Water pump shall be capable of running dry and not causing damage to the pump.	<u>✓</u>	<u>    </u>
14.7	Sweeper shall have an internal hopper/conveyor flush and wash down system.	<u>✓</u>	<u>    </u>
14.8	Sweeper shall have a lower roller wash out system.	<u>✓</u>	<u>    </u>
14.9	Low water level indicator in cab.	<u>✓</u>	<u>    </u>



COMPLY  
Yes No

- 18.3 A qualified technician shall provide complete training to City personnel at the City garage at time of delivery. Training shall include safety, operation, maintenance and service.

COMPLY  
Yes No

**19.0 DELIVERY**

- 19.1 Sweeper shall be delivered F.O.B. to 97 W. 3<sup>rd</sup> St in Fremont Nebraska in new operating condition. Delivery charges shall be included in total bid.

- 19.2 Acceptance of sweeper shall be subject to the inspection and approval of Street Department personnel.

- 19.3 Delivery: On or before Sept. 23<sup>rd</sup>, 2016.

- 19.4 Bidder shall state delivery time after receipt of order.

Bid #1 - September 15th, 2016 delivery.

Bid #2 - June 1st, 2016 delivery.

COMPLY  
Yes No

**20.0 QUALITY**

- 20.1 Sweeper shall be manufactured by a company with a registered quality standard no less than ISO 9001.

**21.0 OPTIONAL BID ACCEPTABLE:**

The City of Fremont shall also accept an optional bid of a sweeper with 10 or less hours on the machine. This optional bid machine shall also carry all full warranties and shall be in new operating condition.

COMPLY  
Yes No

**22.0 TRADE-IN**

The City of Fremont chooses to trade in a 1997 Johnston 3000 Sweeper with less than 9775 hours on machine, SN 1J9VM3H41C172017, in "as is" condition at the time of bid opening. This sweeper is available for inspection at the City Street Department garage at 97 W. 3<sup>rd</sup> St. in Fremont Nebraska. Bidder shall state the amount of allowance to be deducted from the Bidder's Proposal, should this option be selected.

TRADE-IN ALLOWANCE: \$ 15,000.00

**23.0 EXCEPTIONS AND DEVIATIONS**

Bidder shall fully describe every variance, exception and/or deviation. Additional pages may be used if needed.

No exceptions on new sweeper.

See attached sheet for optional sweeper.

**PROPOSAL FOR SELF PROPELLED MECHANICAL TYPE STREET SWEEPER  
FOR THE CITY OF FREMONT, NEBRASKA  
ACCORDING TO SPECIFICATIONS**

Date of Proposal May 6th, 2016

Name & Address of Bidder Nebraska Environmental Products  
5360 Alvo Rd.  
Lincoln, NE 68514  
(402) 499-0710  
Telephone Number

Authorized Signature   
Name & Title/Individual Signing Greg Oliverius  
Sales Manager

Return Bid Security to Above address and contact.

Year: 2016 Make: Elgin Model: Pelican NP

**NEW SWEEPER BID PRICE INCLUDING TRADE-IN: \$ 193,049.00**

\*\*\*\*\*

**OPTIONAL SWEEPER** This is a stock unit available for immediate delivery - \$203,723.00

- **(Less than 10 hrs/new working condition)**

**BID PRICE INCLUDING TRADE-IN: \$ 188,723.00**

Bidder must acknowledge receipt of Addendums.

<u>Number</u>	<u>Date</u>
_____	_____
_____	_____
_____	_____



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## **2016 ELGIN PELICAN NP DUAL SIDE BROOM SWEEPER SPECIFICATIONS:**

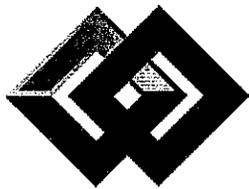
### **PRODUCT DESCRIPTION**

· Dual steer & gutter brooms, hydraulically driven, Tier 4F JD 4045TF low emission diesel engine, hydrostatic drive and steering, chassis and wheels powder coated standard white

### **STANDARD FEATURES**

- Air cleaner, two-stage, dry type with restriction indicator
- Air Conditioner
- Alternator, 120 amp
- Anti Siphon water fill
- Automatic engine shutdown (oil pressure/engine temperature)
- Automatic pickup in reverse
- B20 biodiesel compatible
- Back up alarm, electric
- Battery, maintenance free
- Brakes, power
- Broom, main, hydraulically suspended
- Broom, main, in cab pressure control
- Broom, main, prefab, disposable
- Broom, side broom, hydraulically suspended
- Broom, side broom, in cab pressure control
- Broom Measurement Ruler
- Bumper pads, front jack
- Coolant recovery system
- Doors, see through glass, prop-able
- Electronic Throttle
- Engine, hour meter
- Gauges & Warning lights: engine oil temperature, engine oil pressure, fuel level, speedometer & odometer
- Fenders, over front wheels
- Flushing system for hopper/conveyor
- Fuel tank, 35 gallons
- Fuel Water separator with indicator light
- Heater, pressurizer with filtered air, defroster
- Hose, hydrant fill, 16' 8" with coupling
- Light, spotlight, adjustable, one per side broom
- Lights, 2 combination, tail/stop lights
- Lights, headlights, multiple beam
- Lights, low water light
- Low Hydraulic Warning
- Main broom controls in cab
- Manuals, operator and parts
- Mirror, inside rear view
- Mirrors, outside, front mounted 6 inch fish eyes
- Mirrors, outside, front post mounted, west coast type, one each side





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- Parking brake with interlock
- Rear Camera & in cab monitor
- Return to sweep feature
- Seat Belts (both sides for dual)
- Seats, extra wide cordura suspension seats with arm rests
- Signals, self-canceling directional with hazard switch
- Sprung guide wheel, heavy duty
- Steering wheel, tilt and telescoping
- Sun visors
- Tachometer, diesel engine
- Tires, tubeless radials
- Tow loops, four
- Water tank, fill gauge
- Water tank, molded polyethylene: 220 gallon total nominal capacity
- Wheels, dual guide
- Wheels painted grey
- Window, opening front opera
- Windshield washer
- Windshield wipers with intermittent setting
- Windshield, tinted
- Sweeper Painted Standard White
- Red Logo

#### **ADDITIONAL FEATURES**

- Sidebroom Tilt Option Right Hand
- Lower Conveyor Cleanout
- Conveyor Stall Alarm
- (2) Rear Floods & Backup Lights
- Right Hand and Left Hand Seal Beam Work Light Combo
- In Cab Air Restriction Gauge for Sweeper Engine Air Filter
- Engine Pre-Cleaner
- Hydraulic Level & Hydraulic Temperature Shutdown
- LED Stop/Tail/Turn
- LED Clearance Lights
- Lighting Package 7: Two LED Strobes w/Guard + Four Roof Mounted Sweep Flashers
- Lighting Package 13: LED Arrowstick
- Lighting Package 14: LED Arrowstick
- Unheated Unmotorized Mirrors
- AM/FM/CD With (2) Map Lights
- Right Hand Heavy Duty Limb Guard
- Right Hand Bostrom Air Ride Hi Back Cloth
- Warranty through 2nd Year (Parts/Labor)



**CITY OF FREMONT, NEBRASKA  
 BID TABULATION SHEET**

*ORIGINAL COPY*

**CITY CLERK'S  
 OFFICE**  
  
**400 E. MILITARY AVE.  
 FREMONT, NE 68025**  
  
 PHONE: 402-727-2633

**Project Name:**  
  
**Project Code #**  
  
**Work Order #**

**BIDS RECEIVED DATE:**  
  
**TIME:**  
  
**BIDS OPENED DATE:**  
  
**TIME:**

BIDDER	TOTAL BASE BID	INCLUDES # ADDENDA (Y) OR (N)	TIME FOR COMPLETION (mm/dd/yy)	INCLUDES 5% BID BOND OR SECURITY (Y) OR (N)	NOTES
Rose Equipment Inc.	\$194,035.00	N/A	30 days	Y	Demo <sup>75 hrs</sup>
Rose Equipment Inc.	\$191,820.00	N/A	90 days	Y	New
Nebraska Environmental	\$193,049.00	N/A	Sept 15	Y	New
Nebraska Environmental	\$188,723.00	N/A	June 1	Y	Demo

**AUTHORIZATION TO AWARD**

A/E:

PROJECT MANAGER:

CONST. CONTRACT ADMINISTRATOR:

REQUESTOR:

THE ABOVE IS AN EXACT TABULATION OF

THE  
 BIDS RECEIVED  
  
 CITY CLERK

5-19-2016  
 DATE

ADEQUATE FUNDING HAS BEEN VERIFIED  
 AND PPROVED BY THE CITY COUNCIL OF  
 FREMONT, NEBRASKA.

PROCEED WITH AWARD OF THE CONTRACT  
 TO THE BIDDER:

IN THE AMOUNT OF  
 \$ \_\_\_\_\_

SIGNATURE  
  
 MAYOR \_\_\_\_\_

DATE \_\_\_\_\_

# ELGIN®

Subsidiary of Federal Signal Corporation

## Pelican®



Resolution No. \_\_\_\_\_

**A Resolution of the City Council of the City of Fremont, Nebraska, to accept and award bid for 1 (one) new mechanical street sweeper for Fremont Street Department to Nebraska Environmental Products in the amount of \$188,723.00.**

WHEREAS, said bids were publicly opened, read and tabulated in the City Council Chambers on the 19<sup>th</sup> day of May 2016, at the hour of 2:00 p.m.

WHEREAS, The Public Works Department has reviewed the bids received and recommends the bid of Nebraska Environmental Products be accepted as the best bid for a self propelled mechanical type sweeper; and

NOW THEREFORE BE IT RESOLVED: that the Mayor and City Council accept the recommendation of the Public Works Department and approve and award of the bid for a self propelled mechanical type sweeper in the amount of \$188,723.00 to Nebraska Environmental Products, and authorizing the Mayor to sign contract.

PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016.

\_\_\_\_\_  
SCOTT GETZSCHMAN, MAYOR

CITY OF  
**FREMONT**  
NEBRASKA PATHFINDERS

ATTEST:

\_\_\_\_\_  
Tyler Ficken, City Clerk

**CONTRACT**

THIS AGREEMENT made and entered into May 31, 2016, by and between the City of Fremont, Nebraska, a municipal corporation under the laws of the State of Nebraska, acting through its Mayor and Council, Party of the First Part, hereinafter called the "City", and Nebraska Environmental Party of the Second Part, hereinafter called the "Contractor".

WHEREAS: The City has advertised for bids from contractors, has received said bids, analyzed same and duly awarded a Contract to the "Contractor", Party of the Second Part, for the design and all tools, labor and materials necessary to complete the installation of a SELF PROPELLED MECHANICAL TYPE STREET SWEEPER, as hereinafter set forth in the Proposal, and related Contract documents to-wit: Notice to Bidders, Instructions to Bidders, Special Provisions, all of which documents are hereby referenced and considered a part of this Contract.

NOW, THEREFORE: It is hereby agreed that for the sum of \$188,723.00 to be paid by the City to the Contractor, the contractor agrees to furnish all tools, labor and materials necessary as required by the accompanying proposal and specifications, and the aforesaid Contract documents, for the following:

**NEW SELF PROPELLED MECHANICAL TYPE STREET SWEEPER**

IN WITNESS WHEREOF: The Parties of the First and Second Parts have hereto set their hands and seals on the day and year above written.

CITY OF FREMONT, NEBRASKA  
STREET DEPARTMENT  
Party of the First Part

\_\_\_\_\_

Attest:

\_\_\_\_\_

\_\_\_\_\_  
Party of the Second Part

By: \_\_\_\_\_  
Title: \_\_\_\_\_



# Staff Report

**TO:** Mayor and City Council  
**FROM:** Troy Anderson, Director of Planning  
**DATE:** May 31, 2016  
**SUBJECT:** Final Plat – 2284 Morningside Rd.

---

**Recommendation:** move to approve the resolution.

---

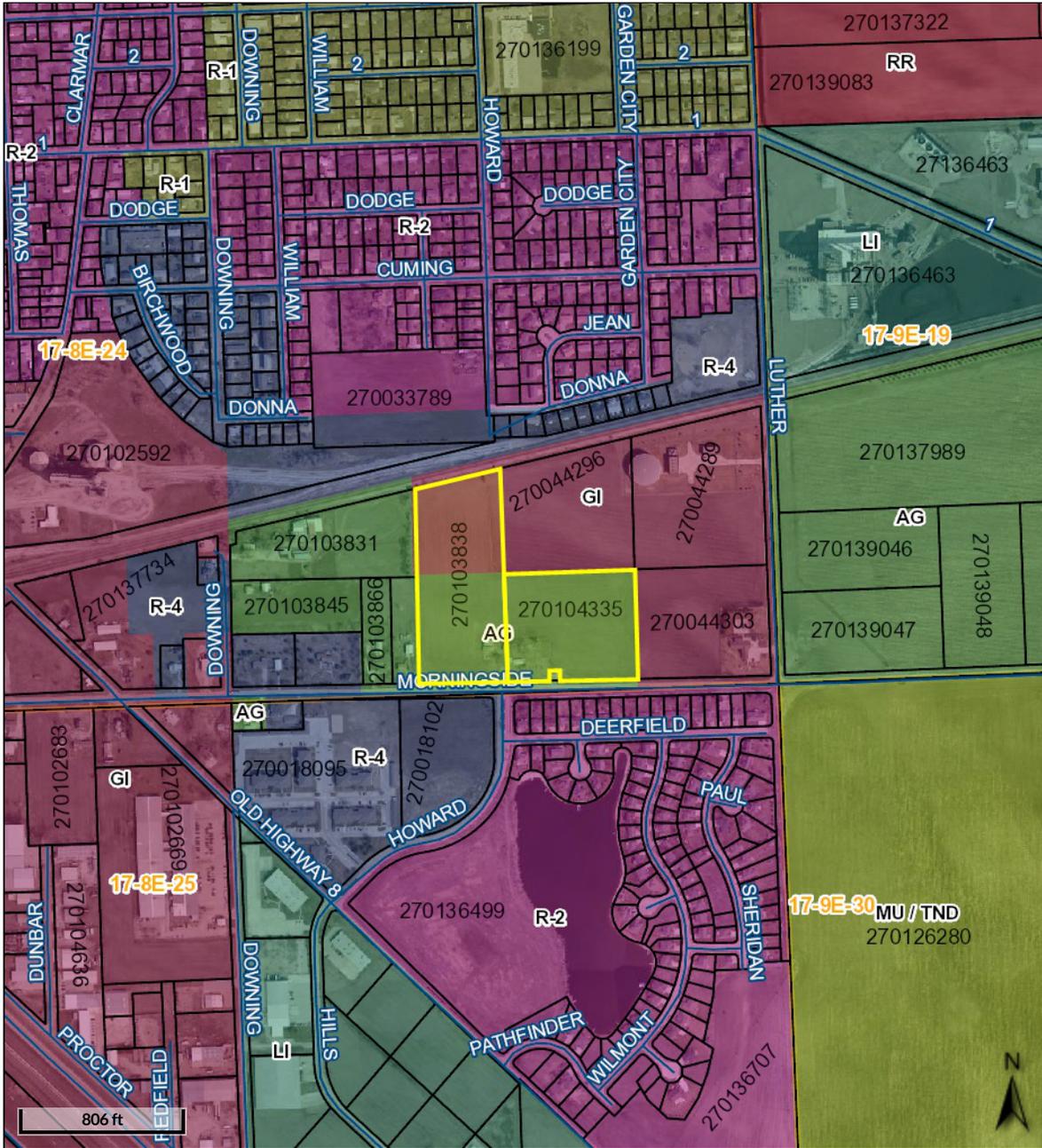
**Background:** The owner of approximately 16.9 acres located at 2284 Morningside Rd., Lilyan Scheinost, is requesting approval of a Final Plat to be known as Morningside Industrial Park. The reason for the request is to replat parts of previously platted lots, and parts of vacated streets and roads for conveyance purposes.

The property is partially zoned GI General Industrial and partially AG Agricultural and is currently being considered for Zoning Change to LI Limited Industrial, in its entirety. The three (3) lots being proposed would not meet the AG Agricultural requirement for area [twenty (20) acres] and width [two hundred (200) feet] but do however meet or exceed the area [five thousand (5,000) square feet] and width [fifty (50) feet] requirements for lots in either GI General Industrial or LI Limited Industrial zoning districts. The lots front along a public right-of-way [E Morningside Rd.], and are served by all necessary utilities.

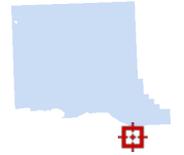
Should the property remain partially zoned GI General Industrial and partially AG Agricultural, then the plat would not meet local requirements for subdivision. Should the property become rezoned to LI Limited Industrial zoning district, then the proposed plat would appear to meet all state and local requirements for subdivisions.

By a vote of 9-0, the Planning Commission recommended approval of the Final Plat at its regularly scheduled meeting May 16, 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: 5/13/2016

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY OF FREMONT, NEBRASKA, APPROVING THE REQUEST TO PLAT APPROXIMATELY 16.9 ACRES, LOCATED AT 2284 MORNINGSIDE ROAD, TO BE KNOWN AS MORNINGSIDE INDUSTRIAL PARK.**

**WHEREAS**, the owners of approximately 16.9 acres, generally described as a replat of Lot 13, of Missouri Valley Land Company's Subdivision, and part of Lots 13 & 17, of Iowa Rail Road Land Company's Subdivision, together with vacated streets all in Section 24, Township 17 North, Range 8 East of the Sixth P.M., Dodge County, Nebraska, wishes to subdivide said lots or tracts; and

**WHEREAS**, *Neb. Rev. Stat. §19-916* enables the local legislative body by ordinance to provide the manner, plan, or method by which land within the corporate limits of any such municipality, or land within the area designated by a city of the first class, may be subdivided, platted, or laid out, including a plan or system for the avenues, streets, or alleys to be laid out within or across the municipality and to require the owners of land to conform to such plans and other requirements of the ordinances; and

**WHEREAS**, Section IX of the City's Subdivision Ordinance requires a final plat to be prepared and submitted to the Planning Commission for recommendation and then to City Council for approval; and

**WHEREAS**, the Planning Commission heard the request for approval of the Final Plat on May 16, 2016, at which time the Commission unanimously recommended in favor of the request;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FREMONT, NEBRASKA, AS FOLLOWS:** That the City of Fremont does hereby approve the Final Plat of approximately 16.9 acres to be known as Morningside Industrial Park, Dodge County, Nebraska, said plat being attached hereto and incorporated herein as Exhibit A.

**PASSED AND APPROVED THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_.**

\_\_\_\_\_  
Scott Getzschman, Mayor

ATTEST:

\_\_\_\_\_  
Tyler Ficken, City Clerk

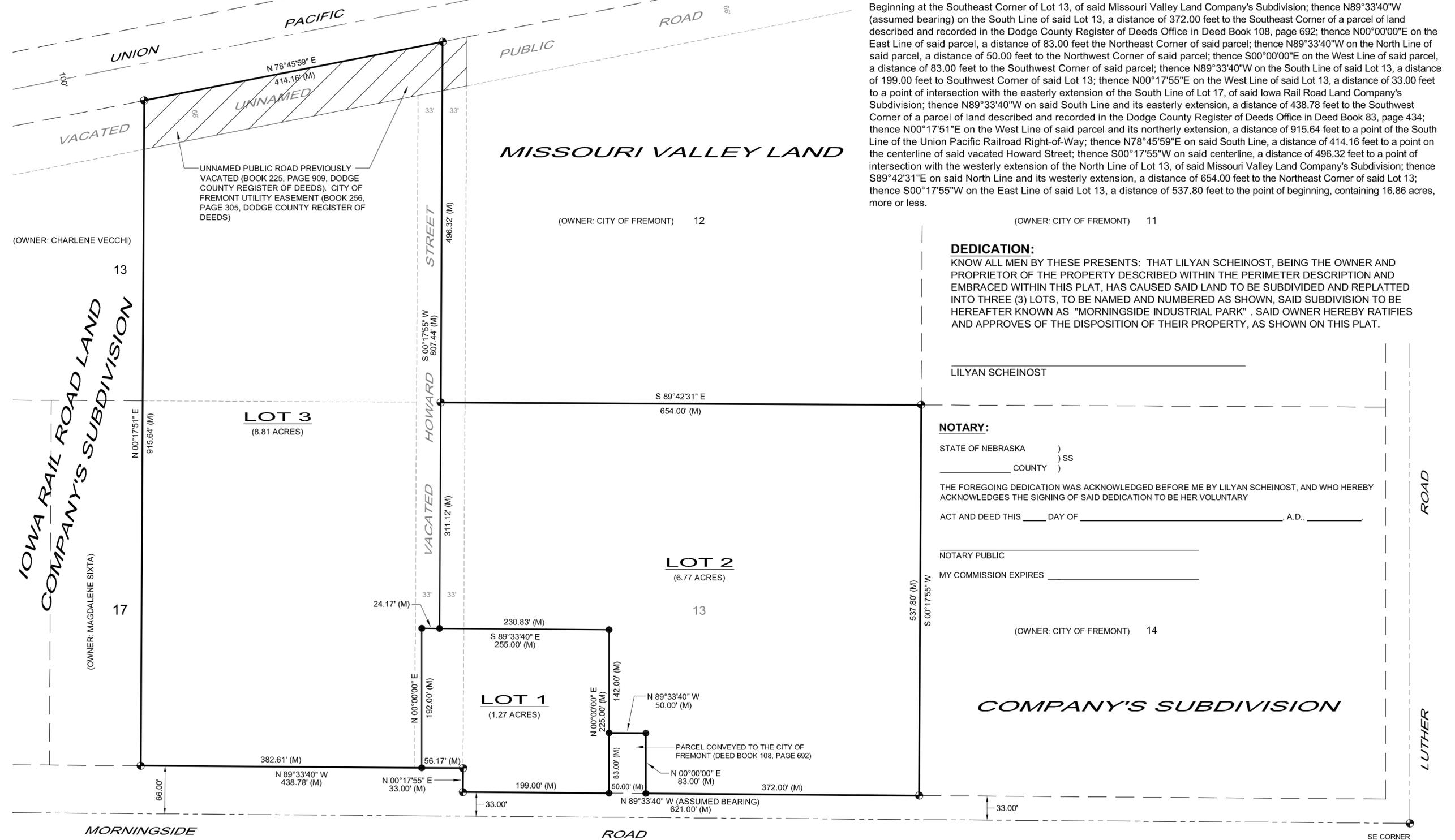
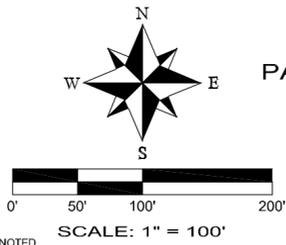
# MORNINGSIDE INDUSTRIAL PARK

A REPLAT OF LOT 13, OF MISSOURI VALLEY LAND COMPANY'S SUBDIVISION, AND PART OF LOTS 13 & 17, OF IOWA RAIL ROAD LAND COMPANY'S SUBDIVISION, TOGETHER WITH VACATED STREETS SECTION 24, TOWNSHIP 17 NORTH, RANGE 8 EAST OF THE SIXTH P.M., DODGE COUNTY, NEBRASKA

**OWNER:**  
LILYAN SCHEINOST  
2284 MORNINGSIDE ROAD  
FREMONT, NE 68025

- LEGEND:**
- MONUMENT FOUND
  - MONUMENT SET
  - COMPUTED POSITION (NOT SET)
  - (C) COMPUTED DISTANCE
  - (M) MEASURED DISTANCE
  - (D) DEED DISTANCE
  - (R) RECORD DISTANCE
  - (P) PLAT DISTANCE

1. ALL BEARINGS ARE ASSUMED.
2. ALL MONUMENTS FOUND ARE A 1" OPEN TOP PIPE, UNLESS NOTED OTHERWISE.
3. ALL MONUMENTS SET ARE A 5/8" X 24" REBAR, WITH A PLASTIC CAP STAMPED "LS 498", UNLESS NOTED OTHERWISE.



**PERIMETER DESCRIPTION :**

All of Lot 13, of the Missouri Valley Land Company's Subdivision, part of Lots 13 and 17, of the Iowa Rail Road Land Company's Subdivision, together with part of vacated Howard Street, and part of a vacated unnamed public road lying north of said Lots 13 and 17. All located in the South Half of the Southeast Quarter of Section 24, Township 17 North, Range 8 East of the Sixth P.M., Dodge County, Nebraska, being described as follows:

Beginning at the Southeast Corner of Lot 13, of said Missouri Valley Land Company's Subdivision; thence N89°33'40"W (assumed bearing) on the South Line of said Lot 13, a distance of 372.00 feet to the Southeast Corner of a parcel of land described and recorded in the Dodge County Register of Deeds Office in Deed Book 108, page 692; thence N00°00'00"E on the East Line of said parcel, a distance of 83.00 feet the Northeast Corner of said parcel; thence N89°33'40"W on the North Line of said parcel, a distance of 50.00 feet to the Northwest Corner of said parcel; thence S00°00'00"E on the West Line of said parcel, a distance of 83.00 feet to the Southwest Corner of said parcel; thence N89°33'40"W on the South Line of said Lot 13, a distance of 199.00 feet to Southwest Corner of said Lot 13; thence N00°17'55"E on the West Line of said Lot 13, a distance of 33.00 feet to a point of intersection with the easterly extension of the South Line of Lot 17, of said Iowa Rail Road Land Company's Subdivision; thence N89°33'40"W on said South Line and its easterly extension, a distance of 438.78 feet to the Southwest Corner of a parcel of land described and recorded in the Dodge County Register of Deeds Office in Deed Book 83, page 434; thence N00°17'51"E on the West Line of said parcel and its northerly extension, a distance of 915.64 feet to a point of the South Line of the Union Pacific Railroad Right-of-Way; thence N78°45'59"E on said South Line, a distance of 414.16 feet to a point on the centerline of said vacated Howard Street; thence S00°17'55"W on said centerline, a distance of 496.32 feet to a point of intersection with the westerly extension of the North Line of Lot 13, of said Missouri Valley Land Company's Subdivision; thence S89°42'31"E on said North Line and its westerly extension, a distance of 654.00 feet to the Northeast Corner of said Lot 13; thence S00°17'55"W on the East Line of said Lot 13, a distance of 537.80 feet to the point of beginning, containing 16.86 acres, more or less.

**DEDICATION:**

KNOW ALL MEN BY THESE PRESENTS: THAT LILYAN SCHEINOST, BEING THE OWNER AND PROPRIETOR OF THE PROPERTY DESCRIBED WITHIN THE PERIMETER DESCRIPTION AND EMBRACED WITHIN THIS PLAT, HAS CAUSED SAID LAND TO BE SUBDIVIDED AND REPLATTED INTO THREE (3) LOTS, TO BE NAMED AND NUMBERED AS SHOWN, SAID SUBDIVISION TO BE HEREAFTER KNOWN AS "MORNINGSIDE INDUSTRIAL PARK". SAID OWNER HEREBY RATIFIES AND APPROVES OF THE DISPOSITION OF THEIR PROPERTY, AS SHOWN ON THIS PLAT.

LILYAN SCHEINOST

**NOTARY:**

STATE OF NEBRASKA )  
 ) SS  
 COUNTY )

THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME BY LILYAN SCHEINOST, AND WHO HEREBY ACKNOWLEDGES THE SIGNING OF SAID DEDICATION TO BE HER VOLUNTARY

ACT AND DEED THIS \_\_\_\_ DAY OF \_\_\_\_\_, A.D., \_\_\_\_\_

NOTARY PUBLIC

MY COMMISSION EXPIRES \_\_\_\_\_

(OWNER: CITY OF FREMONT) 14

**CITY OF FREMONT PLANNING COMMISSION APPROVAL :**  
THIS PLAT OF "MORNINGSIDE INDUSTRIAL PARK" HAS BEEN SUBMITTED TO, AND APPROVED BY THE CITY OF FREMONT PLANNING COMMISSION, AND IS HEREBY TRANSMITTED TO THE CITY COUNCIL OF FREMONT, NEBRASKA, WITH THE RECOMMENDATION THAT THIS PLAT BE APPROVED AS PROPOSED.

DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_

CITY OF FREMONT PLANNING COMMISSION:

CHAIRPERSON \_\_\_\_\_

SECRETARY \_\_\_\_\_

**FREMONT CITY COUNCIL APPROVAL :**  
THIS PLAT OF "MORNINGSIDE INDUSTRIAL PARK" WAS APPROVED AND ACCEPTED BY THE FREMONT CITY COUNCIL, DODGE COUNTY, NEBRASKA,

THIS \_\_\_\_ DAY OF \_\_\_\_\_

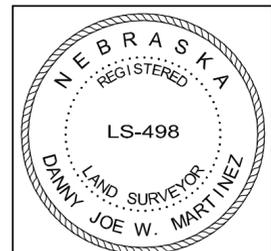
MAYOR \_\_\_\_\_

CITY CLERK \_\_\_\_\_

**SURVEYOR'S CERTIFICATION :**

I, DANNY JOE W. MARTINEZ, A REGISTERED LAND SURVEYOR, DO HEREBY CERTIFY THAT THIS PLAT OF "MORNINGSIDE INDUSTRIAL PARK" HAS BEEN SURVEYED BY ME OR UNDER MY SUPERVISION, AND THAT THE LEGAL DESCRIPTION IS AS STATED ON THIS PLAT. PERMANENT MONUMENTS HAVE BEEN FOUND OR ESTABLISHED AT ALL LOCATIONS SHOWN ON THIS PLAT.

DANNY JOE W. MARTINEZ, L.S. 498  
APRIL 15, 2015



**MORNINGSIDE INDUSTRIAL PARK**

A REPLAT OF LOT 13, OF MISSOURI VALLEY LAND COMPANY'S SUBDIVISION, AND PART OF LOTS 13 & 17, OF IOWA RAIL ROAD LAND COMPANY'S SUBDIVISION, TOGETHER WITH VACATED STREETS SECTION 24, TOWNSHIP 17 NORTH, RANGE 8 EAST OF THE SIXTH P.M., DODGE COUNTY, NEBRASKA

Client: Lilyan Scheinost

Project No.: MorningsideIndustrialPark-S241708-DodgeCo

Drawing File: MorningsideIndustrialPark-S241708-DodgeCo-FinalPlat.dwg

Date: 04/15/2016

Scale: 1" = 100'

Sheet: 1 of 1

# Staff Report

**TO:** Mayor and City Council  
**FROM:** Troy Anderson, Director of Planning  
**DATE:** May 31, 2016  
**SUBJECT:** Final Plat – 1220 E 23<sup>rd</sup> St.

---

**Recommendation:** move to approve the resolution.

---

**Background:** The agent for the owner of approximately 2.5 acres located at 1220 E 23<sup>rd</sup> St., Yager Retail, LLC, is requesting approval of a Final Plat to be known as Yager Place Subdivision Replat. The reason for the request is to subdivide a previously platted lot for conveyance purposes.

The property is zoned GC General Commercial. The two (2) lots being proposed meet or exceed the area [six thousand (6,000) square feet] and width [fifty (50) feet] requirements for lots in GC General Commercial zoning districts. The lots front along a public right-of-way [E 23<sup>rd</sup> St. and N Yager Rd.], and are served by all necessary utilities.

The proposed plat appears to meet all state and local requirements for subdivisions.

By a vote of 8-0, with one abstention, the Planning Commission recommended approval of the Final Plat at its regularly scheduled meeting May 16, 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: 5/13/2016

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY OF FREMONT, NEBRASKA, APPROVING THE REQUEST TO PLAT APPROXIMATELY 2.5 ACRES, LOCATED AT 1220 E 23<sup>rd</sup> STREET, TO BE KNOWN AS YAGER PLACE SUBDIVISION REPLAT.**

**WHEREAS**, the owners of approximately 2.5 acres, generally described as Lot 2, Yager Place Subdivision, a subdivision located in part of the SW1/4 of the SW1/4 of Section 12, Township 17 North, Range 8 East of the 6<sup>th</sup> P.M., City of Fremont, Dodge County, Nebraska, wishes to subdivide said lots or tracts; and

**WHEREAS**, *Neb. Rev. Stat. §19-916* enables the local legislative body by ordinance to provide the manner, plan, or method by which land within the corporate limits of any such municipality, or land within the area designated by a city of the first class, may be subdivided, platted, or laid out, including a plan or system for the avenues, streets, or alleys to be laid out within or across the municipality and to require the owners of land to conform to such plans and other requirements of the ordinances; and

**WHEREAS**, Section IX of the City's Subdivision Ordinance requires a final plat to be prepared and submitted to the Planning Commission for recommendation and then to City Council for approval; and

**WHEREAS**, the Planning Commission heard the request for approval of the Final Plat on May 16, 2016, at which time the Commission unanimously recommended in favor of the request;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FREMONT, NEBRASKA, AS FOLLOWS:** That the City of Fremont does hereby approve the Final Plat of approximately 2.5 acres to be known as Yager Place Subdivision Replat, Dodge County, Nebraska, said plat being attached hereto and incorporated herein as Exhibit A.

**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:** May 31, 2016  
**SUBJECT:** Redevelopment Agreement Amendment – Yager Retail Redevelopment Project (Hotel)

---

**Recommendation:** move to approve the resolution.

---

**Background:** In February of 2015, the City of Fremont Community Development Agency (CDA) entered into a Redevelopment Agreement (Agreement) with Yager Hospitality, LLC, (Redeveloper) for the development of a seventy-five room, four story hotel including provisions for an indoor swimming pool, fitness center, and conference/meeting room. That Agreement was then amended in September of 2015, to reduce the height of the project to three stories and excludes the previously proposed conference/meeting room.

The Redeveloper now wishes to amend the Agreement to extend the Effective Date from January 1, 2016, to January 1, 2017. This [second] amendment not only approves the form of the Second Amendment, subsequently extending the Effective Date, but also authorizes the CDA to execute the same, to file an amended or corrected Notice to Divide Taxes with the Dodge County Assessor, file an amended or corrected Memorandum of Redevelopment Agreement with the Dodge County Register of Deeds, and authorizes the CDA to issue TIF Indebtedness.

**Fiscal Impact:** N/A

**CITY COUNCIL OF THE  
CITY OF FREMONT, NEBRASKA**

**RESOLUTION NO. 2016-\_\_\_\_**

(Amendment to Redevelopment Agreement for the  
23rd & Yager Project)

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREMONT,  
NEBRASKA, AUTHORIZING AND APPROVING THE SECOND AMENDMENT  
TO REDEVELOPMENT AGREEMENT (23RD & YAGER PROJECT) AND  
AUTHORIZING THE ISSUANCE OF TAX INCREMENT FINANCING  
INDEBTEDNESS.**

RECITALS

A. The Community Development Agency of the City of Fremont, Nebraska (“CDA”) and Yager Hospitality, LLC, a Nebraska limited liability company (“Redeveloper”), entered into that certain Redevelopment Agreement (23rd & Yager Project) dated February 10, 2015, as amended by that certain First Amendment to Redevelopment Agreement dated September 8, 2015 (collectively, the “Redevelopment Agreement”).

B. The Redeveloper and the CDA desire to amend the Redevelopment Agreement to extend the Effective Date from January 1, 2016 to January 1, 2017 in order to maximize the TIF Indebtedness.

C. A copy of the Second Amendment to Redevelopment Agreement (23rd & Yager Project), which amends the Effective Date is attached hereto as Exhibit “A” (the “Second Amendment”).

D. Pursuant to Section 3.03 of the Redevelopment Agreement, the CDA agreed to issue TIF Indebtedness in the estimated amount of Seven Hundred Eighty Thousand and No/100 Dollars (\$780,000.00) to Redeveloper in the form of a TIF Note.

E. The City Council desires to approve the issuance of TIF Indebtedness in an amount not to exceed Seven Hundred Eighty Eight Thousand Five Hundred and No/100 Dollars (\$788,500.000) and to approve and adopt the form of TIF Note attached hereto as Exhibit “B” (the “TIF Note”).

NOW THEREFORE, BE IT RESOLVED, the City Council of the City of Fremont, Nebraska hereby approves the form of the Second Amendment and authorizes the CDA to execute and enter into the Second Amendment.

BE IT FURTHER RESOLVED, the City Council hereby authorizes the CDA to take any further actions necessary to implement the Second Amendment

including, without limitation, if necessary, filing an amended or corrected Notice to Divide Taxes with the Dodge County Assessor and filing an amended or corrected Memorandum of Redevelopment Agreement with the Dodge County Register of Deeds.

BE IT FURTHER RESOLVED, the City Council hereby authorizes the CDA to issue TIF Indebtedness in an amount not to exceed Seven Hundred Eighty Eight Thousand Five Hundred and No/100 Dollars (\$788,500.00) in the form of the TIF Note attached hereto, with such TIF Indebtedness to be repaid solely from the tax increment created by the Project. The TIF Note shall not represent the general obligation of the CDA nor the City of Fremont.

BE IT FURTHER RESOLVED, the City Council hereby rescinds any other resolutions or actions that are contradictory or incompatible with this Resolution.

[SIGNATURE PAGE TO FOLLOW]

Dated this \_\_\_\_ day of \_\_\_\_\_, 2016.

CITY OF FREMONT, NEBRASKA

By: \_\_\_\_\_  
Mayor Scott Getzschman

ATTEST:

\_\_\_\_\_  
Tyler Ficken, City Clerk

**EXHIBIT "A"**

**SECOND AMENDMENT TO REDEVELOPMENT AGREEMENT  
(23RD & YAGER PROJECT)**

(See Attached)

**SECOND AMENDMENT TO REDEVELOPMENT AGREEMENT  
(23<sup>rd</sup> & Yager Hotel Project)**

This Second Amendment to Redevelopment Agreement (“Second Amendment”) is entered into by and between the Community Development Agency of the City of Fremont, Nebraska (“CDA”) and Yager Hospitality, LLC, a Nebraska limited liability company (“Redeveloper”).

**RECITALS**

- A. The CDA and Redeveloper entered into that certain Redevelopment Agreement dated February 10, 2015, as amended by that certain First Amendment to Redevelopment Project dated September 8, 2015 (collectively, the “Redevelopment Agreement”) to implement the 23<sup>rd</sup> & Yager Hotel Project (the “Project”).
- B. Due to the timing of the construction of the Project, the Effective Date must be amended to maximize the TIF Indebtedness.
- C. The CDA and Redeveloper desire to amend the Redevelopment Agreement to amend the Effective Date of the Project.

NOW THEREFORE, in consideration of mutual promises contained herein and in the Redevelopment Agreement, the parties agree to amend the Redevelopment Agreement as follows:

- 1. 1.01.D. Definition “D” in Section 1.01 of the Redevelopment Agreement is hereby deleted and restated as follows:
  - “D. “Effective Date” means January 1, 2017.”
- 2. Section 3.01. The second to last sentence of Section 3.01 of the Redevelopment Agreement is hereby deleted and restated as follows:
  - “The effective date of this provision shall be the Effective Date, thus creating the base value as of January 1, 2016.”
- 3. Section 3.02. The last sentence of Section 3.02 of the Redevelopment Agreement is hereby deleted and restated as follows:
  - “For this Project, the anticipated Tax Increment is the difference between the projected taxes payable for 2017 (after completion of construction) and the taxes payable for 2016 (before completion of construction) as more particularly set forth on Exhibit “B”.”
- 4. Exhibit “B”. Paragraph 4 of Exhibit “B” of the Redevelopment Agreement is hereby deleted and restated as follows:

“4. **Maturity Date.** On or before December 31, 2032.”

- 5. Exhibit “E”. Paragraph 2 of Exhibit “E” is hereby amended to reflect that the Project Effective Date is January 1, 2017.
- 6. Reconfirm other Terms. The CDA and Redeveloper hereby reconfirm all other terms and conditions of the Redevelopment Agreement, except as expressly modified by the terms of this Second Amendment.

This Second Amendment to Redevelopment Agreement is effective as of the \_\_\_\_ day of \_\_\_\_\_, 2016.

**“CDA”**

COMMUNITY DEVELOPMENT  
AGENCY OF THE CITY OF FREMONT,  
NEBRASKA

ATTEST:

By: \_\_\_\_\_  
Kimberly Volk, Secretary

By: \_\_\_\_\_  
Larry Johnson, Chairman

STATE OF NEBRASKA    )  
  ) ss.  
COUNTY OF FREMONT    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2016, by Larry Johnson and Kimberly Volk, Chairman and Secretary respectively of the Community Development Agency of the City of Fremont, Nebraska, a public body corporate and politic, on behalf of the Agency.

\_\_\_\_\_  
Notary Public

**“REDEVELOPER”**

Yager Hospitality, L.L.C., a Nebraska  
limited liability company

\_\_\_\_\_  
Mike Works, Manager

STATE OF NEBRASKA    )  
                                  ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_,  
2016, by Mike Works, Manager of Yager Hospitality, L.L.C., a Nebraska limited  
liability company, on behalf of the company.

\_\_\_\_\_  
Notary Public

**EXHIBIT “B”**

**TIF NOTE**

(See Attached)

4836-8492-7794, v.

THIS NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 (“THE 1933 ACT”) AND MAY NOT BE TRANSFERRED, ASSIGNED, SOLD OR HYPOTHECATED UNLESS A REGISTRATION STATEMENT UNDER THE 1933 ACT SHALL BE IN EFFECT WITH RESPECT THERETO AND THERE SHALL HAVE BEEN COMPLIANCE WITH THE 1933 ACT AND ALL APPLICABLE RULES AND REGULATIONS THEREUNDER, OR THERE SHALL HAVE BEEN DELIVERED TO THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF FREMONT PRIOR TO TRANSFER, ASSIGNMENT, SALE OR HYPOTHECATION AN OPINION OF COUNSEL, SATISFACTORY TO THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF FREMONT TO THE EFFECT THAT REGISTRATION UNDER THE 1933 ACT IS NOT REQUIRED.

Registered

Registered

No. 1

\$788,500.00

UNITED STATES OF AMERICA  
STATE OF NEBRASKA  
THE COMMUNITY DEVELOPMENT AGENCY  
OF THE CITY OF FREMONT

COMMUNITY REDEVELOPMENT REVENUE NOTE  
(23<sup>rd</sup> AND YAGER HOTEL PROJECT)  
SERIES 2016A

Maturity Date	Interest Rate	Original Issuance Date
December 31, 2032	4.5%	_____, 2016

Registered Holder	Principal Amount
Yager Hospitality, LLC	\$788,500.00

THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF FREMONT, NEBRASKA (the “Issuer”), a body politic and corporate organized and existing under the laws of the State of Nebraska, for value received hereby promises to pay, solely from the source and as hereinafter provided, to the Registered Holder identified above, or registered assigns, the Principal Amount identified above at the office of the Fremont City Treasurer, as Paying Agent and Registrar, and in like manner to pay solely from said source interest on said principal sum at the Interest Rate identified above from the Original Issuance Date identified above or from the most recent date to which interest has not been paid. Accrued Interest shall be payable in two (2) installments due June 15, 2017 and December 15, 2017. Thereafter, principal and accrued interest shall be payable in thirty (30) equal semi-annual installments due June 15, 2018, December 15, 2018, and each June 15 and December 15 thereafter through December 15, 2032, when all principal and accrued interest shall be due and payable. Except with respect to interest not punctually paid, the principal and interest on this Note will be paid by check or draft mailed to the Registered Holder in whose name this Note is registered at the close of business on the fifteenth calendar day next preceding the applicable maturity date at his address as it appears on such note registration

books. The principal and interest of this Note is payable in any coin or currency of the United States of America which on the respective dates of payment is legal tender for the payment of public and private debts.

This Note is designated The Community Development Agency of the City of Fremont, Nebraska Redevelopment Revenue Note (23<sup>rd</sup> and Yager Hotel Project), Series 2016A, aggregating Seven Hundred Eighty Eight Thousand Five Hundred and 00/100 Dollars (\$788,500.00) (the "Note") in principal amount which has been issued pursuant to the Section 12 of Article VIII of the Nebraska Constitution and Neb. Rev. Stat. §§ 18-2101 through 18-2154, as amended and supplemented (the "Act") and under and pursuant to a Resolution adopted by the Governing Body of the Issuer (the "Resolution"), to aid in the financing of a redevelopment project pursuant to the Act. This Note does not represent a debt or pledge of the faith or credit of the Issuer or grant to the Registered Holder of this Note any right to have the Issuer levy any taxes or appropriate any funds for the payment of the principal hereof or the interest hereon nor is this Note a general obligation of the Issuer, or the individual officials, officers or agents thereof. This Note is payable solely and only out of the Tax Increment Revenues generated by the Project as identified in the Resolution. All such revenue has been duly pledged for that purpose. If the Project does not generate sufficient Tax Increment Revenues or the Issuer does not receive sufficient Tax Increment Revenues to pay the Note in full, then the Issuer shall only pay the net amount received in Tax Increment Revenues from the Project as full payment of this Note.

**THIS NOTE AND THE INTEREST HEREON DOES NOT NOW AND SHALL NEVER CONSTITUTE AN INDEBTEDNESS OF THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF FREMONT, NEBRASKA, WITHIN THE MEANING OF ANY STATE CONSTITUTIONAL PROVISION OR STATUTORY LIMITATION, NOR SHALL THIS NOTE AND THE INTEREST HEREON EVER GIVE RISE TO ANY PECUNIARY LIABILITY OF THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF FREMONT, NEBRASKA, A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWERS.**

No recourse shall be had for the payment of the principal of or interest on this Note, or for any claim based hereon or upon any obligation, covenant or agreement contained in the Resolution or the Redevelopment Agreement (as defined in the Resolution) against any past, present or future employee, member or elected official of the Issuer, or any incorporator, officer, director, member or trustee of any successor corporation, as such, either directly or through the Issuer or any successor corporation, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such incorporator, officer, director or member as such is hereby expressly waived and released as a condition of and in consideration of the issuance of this Note.

It is hereby certified and recited and the Issuer has found: that the Project is an eligible "redevelopment project" as defined in the Act; that the issuance of this Note and the construction of the Project will promote the public welfare and carry out the purposes of the Act by, among other things, contributing to the development of a blighted and substandard area of the City of Fremont, Nebraska, pursuant to a Redevelopment Plan adopted by the City; that all acts, conditions and things required to be done precedent to and in the issuance of this Note have been properly done, have happened and have been performed in regular and due time, form and manner as

required by law; and, that this Note does not constitute a debt of the Issuer within the meaning of any constitutional or statutory limitations.

This Note is transferable only upon the books of the Issuer kept for that purpose at the office of the Registrar by the Registered Holder hereof in person, or by his duly authorized attorney, upon surrender of this Note together with a written instrument of transfer satisfactory to the Registrar duly executed by the Registered Holder or his duly authorized attorney, together with a purchase letter, and thereupon a new registered Note or Notes in the same aggregate principal amounts shall be issued to the transferee in exchange therefor, and upon payment of the charges therein prescribed. The Issuer and the Paying Agent may deem and treat the person in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal hereof and premium, if any, and interest due hereon and for all other purposes.

The Note is issuable in the form of a registered Note without coupons. Subject to such conditions and upon the payment of such charges provided in the Resolution, the owner of any registered Note or Notes may surrender the same (together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered owner or his duly authorized attorney), in exchange for an equal aggregate principal amount of registered Notes of any other authorized denominations.

The Note is prepayable at any time in whole or in part, at a prepayment price of par plus accrued interest to the prepayment date, to the extent there are any funds in the debt service fund in excess of amounts necessary to pay scheduled debt service or in the event the Redeveloper directs the Issuer that it wishes to prepay the Note.

Prepayments shall reduce the number, but not the amount, of scheduled debt service payments on the Note, in inverse order of maturity.

It is hereby certified and recited that all conditions, acts and things required by law and the Resolution to exist, to have happened and to have been performed precedent to and in the issuance of this Note, exist, have happened and have been performed and that the issue of this Note, together with all other indebtedness of the Issuer, is within every debt and other limit prescribed by the laws of the State of Nebraska.

This Note shall not be entitled to any benefit under the Resolution referred to herein or be valid or become obligatory for any purpose until this Note shall have been authenticated by the execution by the Registrar of the Certificate of Authentication hereon.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF FREMONT, NEBRASKA has caused this Note to be signed in its name and on its behalf by the signature of its Chairman and attested by the signature of its Secretary, as of the Original Issuance Date identified above.

THE COMMUNITY DEVELOPMENT  
AGENCY OF THE CITY OF FREMONT,  
NEBRASKA

ATTEST:

\_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
Chairman

CERTIFICATE OF AUTHENTICATION

This Note is delivered pursuant to the within-mentioned Resolution.

Fremont City Treasurer,  
as Paying Agent and Registrar

By: \_\_\_\_\_  
Authorized Signature

## **REDEVELOPMENT AGREEMENT**

### **(YAGER RETAIL REDEVELOPMENT PROJECT – PHASE ONE)**

This Redevelopment Agreement is made and entered into as of the 31<sup>st</sup> day of May, 2016, by and between the Community Development Agency of the City of Fremont, Nebraska (“CDA”) and Yager Retail, LLC, a Nebraska limited liability company (“Redeveloper”).

### **RECITALS**

A. The CDA is a duly organized and existing community development agency, a body politic and corporate under the laws of the State of Nebraska, with lawful power and authority to enter into this Redevelopment Agreement.

B. The City of Fremont (the “City”), in furtherance of the purposes and pursuant to the provisions of Article VIII, Section 12 of the Nebraska Constitution and Neb. Rev. Stat. §§ 18-2101 to 18-2154, as amended (collectively the “Act”), has adopted a Redevelopment Plan for a blighted and substandard area designated by the City, including the Redevelopment Area.

C. Redeveloper owns or has contracted to purchase the Project Site which is located in the Redevelopment Area.

D. Redeveloper submitted a redevelopment project proposal to redevelop the Project Site and a site adjacent thereto in two separate phases.

E. The first phase of the proposed redevelopment project, which is the subject of this Redevelopment Agreement and which shall be referred to herein as the “Project”, involves acquisition of the Project Site and the construction of a new approximately 9,450 square foot multi-tenant mixed use building with approximately 96 parking stalls and associated improvements.

F. The second phase of the proposed redevelopment project involves acquisition of a site adjacent to the Project Site and construction of a new restaurant or retail space not to exceed 9,000 square feet and associated improvements.

G. The CDA has approved the first phase of the Redeveloper's proposed redevelopment project, including the utilization of tax-increment financing to assist in the cost of the eligible public improvements defined in this Redevelopment Agreement.

H. CDA and Redeveloper desire to enter into this Redevelopment Agreement for redevelopment of the Project Site.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements herein set forth, CDA and Redeveloper do hereby covenant, agree and bind themselves as follows:

## **ARTICLE I**

### **DEFINITIONS AND INTERPRETATION**

#### **Section 1.01 Terms Defined in this Redevelopment Agreement.**

Unless the context otherwise requires, the following terms shall have the following meanings for all purposes of this Redevelopment Agreement, such definitions to be equally applicable to both the singular and plural forms and masculine, feminine and neuter gender of any of the terms defined:

A. "Act" means Article VIII, Section 12 of the Nebraska Constitution, Neb. Rev. Stat. §§ 18-2101 through 18-2154, as amended, and acts amendatory thereof and supplemental thereto.

B. “CDA” means the Community Development Agency of the City of Fremont, Nebraska.

C. “City” means the City of Fremont, Nebraska.

D. “Effective Date” means January 1, 2017.

E. “Eligible Project Costs” means only costs or expenses incurred by Redeveloper for Public Improvements that are eligible for reimbursement under the Act.

F. “Minimum Project Valuation” means an amount equal to Two Million Four Hundred Thousand Three Hundred and No/100 Dollars (\$2,400,300.00).

G. “Phase Two” means the second phase of the Redeveloper’s proposed redevelopment project, which shall consist of acquisition of a site adjacent to the Project Site and construction of a new restaurant or retail space not to exceed 9,000 square feet and associated improvements.

H. “Private Improvements” means all the private improvements to be constructed on the Project Site as more particularly described on Exhibit “A” attached and incorporated by this reference.

I. “Project” means the improvements to the Project Site and adjacent thereto, including the Private Improvements and Public Improvements defined herein and described on Exhibit “A”. For purposes of this Redevelopment Agreement, the term “Project” shall not be construed to include Phase Two of the Redeveloper’s proposed redevelopment project.

J. “Project Completion Date” means on or before December 31, 2017.

K. “Project Site” means all that certain real property situated in the City, more particularly described on Exhibit “A”.

L. “Public Improvements” shall include all the public improvements more particularly described on Exhibit “A” which are eligible improvements under the Act. The costs of the Public Improvements include the debt service payments of the TIF Indebtedness.

M. “Redeveloper” means Yager Retail, LLC, a Nebraska limited liability company or its assignee, which is subject to the written approval of the CDA.

N. “Redevelopment Agreement” means this Redevelopment Agreement between the CDA and Redeveloper with respect to the Project.

O. “Redevelopment Area” means the Redevelopment Area that is referred to as the 23<sup>rd</sup> and Bell Area and that is legally described in the Redevelopment Plan.

P. “Redevelopment Plan” means the Redevelopment Plan prepared by the Fremont Planning Department and dated July of 2014, and approved by the City Council of the City on July 29, 2014 pursuant to Resolution No. 2014-137, as amended.

Q. “TIF Indebtedness” means any bonds, notes, loans and advances of money or other indebtedness, including interest thereon, issued by the CDA or the City secured in whole or in part by TIF Revenues.

R. “TIF Revenues” or “Tax Increment” means incremental ad valorem taxes generated by the Project which are allocated to and paid to the CDA pursuant to the Act.

**Section 1.02      Construction and Interpretation.**

The provisions of this Redevelopment Agreement shall be construed and interpreted in accordance with the following provisions:

(a) This Redevelopment Agreement shall be interpreted in accordance with and governed by the laws of the State of Nebraska, including the Act.

(b) Wherever in this Redevelopment Agreement it is provided that any person may do or perform any act or thing the word “may” shall be deemed permissive and not mandatory and it shall be construed that such person shall have the right, but shall not be obligated, to do and perform any such act or thing.

(c) The word “including” shall be construed as meaning “including, but not limited to.”

(d) The words “will” and “shall” shall each be construed as mandatory.

(e) The captions to the sections of this Redevelopment Agreement are for convenience only and shall not be deemed part of the text of the respective sections and shall not vary by implication or otherwise any of the provisions hereof.

## **ARTICLE II**

### **REPRESENTATIONS**

#### **Section 2.01      Representations by the CDA.**

The CDA makes the following representations and findings:

(a) The CDA is a duly organized and validly existing Community Development Agency under the Act.

(b) The CDA deems it to be in the public interest and in furtherance of the purposes of the Act to accept the proposal submitted by Redeveloper for the redevelopment of the Project Site as specified herein.

(c) The Project will achieve the public purposes of the Act by, among other things, increasing employment, increasing the tax base, and lessening blighted and substandard conditions in the Redevelopment Area.

**Section 2.02      Representations of Redeveloper.**

Redeveloper makes the following representations and findings:

(a) Redeveloper is a Nebraska limited liability company, having the power to enter into this Redevelopment Agreement and perform all obligations contained herein and by proper action has been duly authorized to execute and deliver this Redevelopment Agreement.

(b) The execution and delivery of the Redevelopment Agreement and the consummation of the transactions herein contemplated will not conflict with or constitute a breach of or default under any bond, debenture, note or other evidence of indebtedness or any contract, loan agreement or lease to which Redeveloper is a party or by which it is bound, or result in the creation or imposition of any lien, charge or encumbrance of any nature upon any of the property or assets of Redeveloper contrary to the terms of any instrument or agreement.

(c) There is no litigation pending or to the best of its knowledge threatened against Redeveloper affecting its ability to carry out the acquisition, construction, equipping and furnishing of the Project or the carrying into effect of this Redevelopment Agreement or, except as disclosed in writing to the CDA, as to any other matter materially affecting the ability of Redeveloper to perform its obligations hereunder.

(d) Redeveloper owns or has contracted to purchase the Project Site, in fee simple and free from any liens, encumbrances, or restrictions which would prevent the performance of this Agreement by Redeveloper.

(e) Redeveloper shall not assign this Agreement to any successor or assignee prior to the issuance of a Certificate of Completion without the written approval of the CDA.

### **ARTICLE III**

#### **OBLIGATIONS OF THE CDA AND PUBLIC IMPROVEMENTS**

##### **Section 3.01 Capture of Tax Increment.**

Subject to the contingencies described below and to all of the terms and conditions of this Agreement, commencing for the tax year of the Effective Date of the Project and continuing thereafter, the CDA shall capture the Tax Increment, as defined below, from the Project pursuant to the Nebraska Community Development Law. The CDA shall capture the Tax Increment generated by the Project Site for a total period of not to exceed fifteen (15) years after the Private Improvements have been completed and included in the assessed valuation of the Project Site and the Project Site is generating the Tax Increment subject to capture by the CDA (the "TIF Period"). The effective date of this provision shall be the Effective Date of January 1, 2017, thus creating the "Redevelopment Project Valuation" or base value as of January 1, 2016. The CDA shall file with the County Assessor the "Notice to Divide Taxes" on or prior to August 1 in the year of the Effective Date.

**Section 3.02      Tax Increment.**

The term Tax Increment shall mean, in accordance with Section 18-2147 of the Act, the difference between the ad valorem tax which is produced by the tax levy (fixed each year by the Dodge County Board of Equalization) for the Project Site before the completion of the construction of the Private Improvements for that year prior to the year in which the Effective Date falls, and the ad valorem tax which is produced by the tax levy for the Project Site after completion of construction of the Private Improvements as part of the Project. For this Project, the anticipated Tax Increment is the difference between the projected taxes payable for 2017 (after construction completion) and the taxes payable for 2016 (before commencement of construction) as more particularly set forth on Exhibit “B”.

**Section 3.03      Issuance of TIF Indebtedness.**

No sooner than thirty (30) days following the approval and execution of this Agreement, the CDA shall incur or issue TIF Indebtedness (the “TIF Note”) in the estimated amount of Six Hundred Thousand and No/100 Dollars (\$600,000.00), as calculated on the attached and incorporated Exhibit “B”, to be issued to the Redeveloper which shall entitle the holder of the TIF Note to receive the semi-annual incremental tax payments generated by the Project. The TIF Indebtedness, which shall be in the form of a TIF Promissory Note, attached as Exhibit “B-1”, shall not be a general obligation of the CDA or City which shall issue such Note solely as a conduit. The proceeds of the TIF Note shall be in the form of a grant by the CDA to the Redeveloper.

If the Redeveloper intends to monetize the TIF Note, it shall locate a lender or other entity to acquire and fund the acquisition of the TIF Note for this TIF Indebtedness. Redeveloper may pledge or assign the TIF Note to such lender and the CDA shall consent to such pledge upon request. The TIF Note issued to Redeveloper shall be secured by a pledge or assignment of the Tax Increment to be captured by the CDA. The Redeveloper acknowledges that, notwithstanding the pledge or assignment of the TIF Note to Redeveloper's lender, if the Project does not generate sufficient Tax Increment Revenues or the CDA does not receive sufficient Tax Increment Revenues to pay the TIF Note in full, then the CDA shall, in all events, only be required to pay the net amount received in Tax Increment Revenues from the Project as full payment of the TIF Note.

**Section 3.04 Use of TIF Indebtedness.**

The CDA will collect and use the Tax Increment in the form of a grant to Redeveloper to pay debt service on the TIF Indebtedness incurred as provided in Section 3.03 of this Redevelopment Agreement. Notwithstanding the foregoing, the amount of the TIF Note that the CDA agrees to service and repay with the Tax Increment shall not exceed the amount of the Eligible Project Costs certified by Redeveloper pursuant to Section 4.02 and listed on Exhibit "C". In addition, upon the funding of the TIF Indebtedness by Redeveloper, the CDA shall retain an amount sufficient to pay: (a) its reasonable and necessary cost of issuance, including attorney fees; (b) its Administrative Fee of one percent (1%); and (c) the CDA's right to designate a sum equal to five percent (5%) towards improvements in the Redevelopment Area, all as set forth on Exhibit "C". The Tax Increment, less the CDA's costs set forth above, shall be paid pursuant to

the terms of any TIF Promissory Note and/or TIF resolution issued by the CDA relating to this Project.

**Section 3.05      Creation of Fund.**

The CDA will create a special fund to collect and hold the receipts of the Tax Increment for payment on the TIF Note. Such special fund shall be used for no purpose other than to pay TIF Indebtedness issued pursuant to Section 3.03 above.

**Section 3.06      Projected TIF Sources and Uses.**

The TIF Indebtedness calculation formula set forth on Exhibit “B”, reflects the generation of incremental taxes created by the Project anticipated to be in the amount of approximately Forty Two Thousand Nine Hundred and No/100 Dollars (\$42,900.00) for the first year after the completion of construction. The TIF sources and eligible uses are attached on Exhibit “C” and incorporated by this reference. The Projected Uses of the TIF funds are eligible under the Act, and are estimates which shall be confirmed upon construction completion and be certified by the Redeveloper under Section 4.02 below.

**ARTICLE IV**

**OBLIGATIONS OF REDEVELOPER**

**Section 4.01      Construction of Project; Insurance.**

(a) Redeveloper will complete the Public Improvements and the Private Improvements as described on Exhibit “A” and install all equipment necessary to operate the Public Improvements and the Private Improvements no later than the Project Completion Date. Redeveloper shall be solely responsible for obtaining all permits and approvals necessary to acquire, construct and equip the Public

Improvements and the Private Improvements. Until construction of the Public Improvements and the Private Improvements has been completed, Redeveloper shall make reports in such detail and at such times as may be reasonably requested by the CDA as to the actual progress of Redeveloper with respect to construction of the Public Improvements and the Private Improvements. Promptly after substantial completion by Redeveloper of the Public Improvements and the Private Improvements, Redeveloper shall notify the CDA of the completion and request that the CDA issue a Certificate of Completion, the form of which is attached as Exhibit "D" and incorporated by this reference. Once issued by the CDA, the Certificate of Completion shall be a conclusive determination of satisfaction of the agreements and covenants in this Redevelopment Agreement with respect to the obligations of Redeveloper to construct the Public Improvements and the Private Improvements, and Redeveloper shall be entitled to record the Certificate of Completion.

(b) Any contractor chosen by Redeveloper or Redeveloper itself shall be required to obtain and keep in force at all times until completion of construction, policies of insurance including coverage for contractors' general liability and completed operations (provided that Redeveloper may self-insure in lieu of obtaining and keeping in force such policy of insurance) and a penal bond as required by the Act. The CDA shall be named as an additional insured. Any contractor chosen by Redeveloper or Redeveloper itself, as an owner, shall be required to purchase and maintain property insurance upon the Project to the full insurable value thereof (provided that Redeveloper may self-insure in lieu of obtaining and keeping in force such policy of insurance). This insurance shall

insure against the perils of fire and extended coverage and shall include “special causes of loss” insurance for physical loss or damage.

**Section 4.02      Cost Certification.**

Redeveloper shall submit to the CDA a certification of Eligible Project Costs, after expenditure of such project costs to verify the uses described on Exhibit “C”. Redeveloper may, at its option, submit one or more partial Eligible Project Costs Certifications prior to expenditure of all Eligible Project Costs providing certification of receipt of billings for work in progress. All Eligible Project Costs Certifications shall be subject to review and approval by the CDA prior to the funding of such eligible costs. Determinations by the CDA whether costs included in the Eligible Project Costs Certification are properly included in Eligible Project Costs as defined in this Agreement shall be made in its sole discretion and shall be conclusive and binding on Redeveloper. Redeveloper shall be required to certify eligible costs up to the principal amount of the TIF Note of Six Hundred Thousand and No/100 Dollars (\$600,000.00).

**Section 4.03      No Discrimination.**

Redeveloper agrees and covenants for itself, its successors and assigns that as long as this Redevelopment Agreement is outstanding, it will not discriminate against any person or group of persons on account of race, sex, color, religion, national origin, ancestry, disability, marital status or receipt of public assistance in connection with the Project. Redeveloper will comply with all applicable federal, state and local laws related to the Project.

**Section 4.04      Pay Real Estate Taxes.**

(a) Redeveloper intends to create a taxable real property valuation of the Project and Project Site of not less than the Minimum Project Valuation set forth in Section 1.01(F) above, no later than as of the Effective Date. During the period of this Agreement, Redeveloper, its successors and assigns, will: (1) not protest a real estate property valuation of the Project and Project Site to a sum less than or equal to the Minimum Project Valuation; and (2) not convey the Project Site or structures thereon to any entity which would be exempt from the payment of real estate taxes or cause the nonpayment of such real estate taxes.

(b) If, during the period of this Agreement, the Project Site is assessed at less than the Minimum Project Valuation, Redeveloper shall either: (1) successfully protest the valuation of the Project Site upwards such that the valuation is equal to or greater than the Minimum Project Valuation; or (2) make a payment in lieu of taxes to the CDA upon thirty (30) days written notice in the amount of the shortfall equal to the amount the anticipated Tax Increment, as set forth on Exhibit "B", exceeds the actual Tax Increment. Redeveloper understands and agrees that the anticipated Tax Increment is a projection based on assumed values and tax levy rates and that the actual Tax Increment may vary substantially from the anticipated Tax Increment, in which event the Redeveloper could be obligated to make a significant payment in lieu of taxes.

If Redeveloper is required to pay any such shortfall as a payment in lieu of taxes, the Redeveloper shall be entitled to receive reimbursement of any such shortfall payment to the extent TIF Revenues later become available during the TIF Period in an amount in excess of the amount necessary to meet the current debt

service payments. Any such shortfall amounts not reimbursed at the end of the TIF Period shall be forgiven.

**Section 4.05      No Assignment or Conveyance.**

Redeveloper shall not convey, assign or transfer the Project Site, any interest therein, or this Agreement prior to the issuance of a Certificate of Completion without the prior written consent of the CDA, which shall not be unreasonably withheld and which the CDA may make subject to any terms or conditions it reasonably deems appropriate, except for the following conveyances, which shall be permitted without consent of the CDA. Any assignment as security for indebtedness (i) previously incurred by Redeveloper or incurred by Redeveloper after the Effective Date for Project costs or any subsequent physical improvements to the Project Site with the outstanding principal amount of all such indebtedness (whether incurred prior to or after the Effective Date) secured by the Project Site which shall have lien priority over the obligations of Redeveloper pursuant to this Redevelopment Agreement, or (ii) any additional or subsequent conveyance as security for indebtedness incurred by Redeveloper for Project costs or any subsequent physical improvements to the Project Site provided that any such conveyance shall be subject to the obligations of Redeveloper pursuant to this Redevelopment Agreement.

Following the issuance of a Certificate of Completion for the Project, Redeveloper is permitted to convey, assign or transfer the Project Site and, at its option, to retain the TIF Promissory Note; provided, however, that Redeveloper's successor or assignee shall take title to the Project Site subject to the terms of this Agreement and the Memorandum of Redevelopment Agreement attached hereto as

Exhibit “E”. Redeveloper acknowledges and agrees that the TIF Promissory Note is payable solely and only out of the Tax Increment Revenue generated by the Project, and if the CDA does not receive sufficient Tax Increment Revenues to pay the TIF Promissory Note in full, the CDA shall only pay the amount received in Tax Increment Revenues from the Project as full payment of the TIF Promissory Note. Redeveloper further acknowledges and agrees that the CDA shall not be liable to Redeveloper for the CDA’s failure to enforce the terms and conditions of this Agreement against Redeveloper’s successor or assignee, including, but not limited to, the terms and conditions set forth in Section 4.04 and the CDA’s remedies set forth in Article VI.

**Section 4.06      Evidence of Financial Ability.**

CDA hereby acknowledges that Redeveloper has provided to the CDA satisfactory evidence of availability of the specific amount of finances necessary for purposes of carrying out the obligations of Redeveloper in connection with acquisition of the Project Site and construction of the Private Improvements. To the extent allowed by law, the CDA agrees to keep said information confidential.

**ARTICLE V**

**FINANCING REDEVELOPMENT PROJECT; ENCUMBRANCES**

**Section 5.01      Financing.**

Redeveloper shall pay all costs for the construction of the Private Improvements and the Public Improvements. Redeveloper shall be responsible for arranging all necessary financing for the construction of the Public Improvements and Private Improvements, including, with respect to the Public Improvements, the TIF Indebtedness.

**Section 5.02      Encumbrances.**

Redeveloper shall not create any lien, encumbrance or mortgage on the Project or the Project Site except: (a) encumbrances which secure indebtedness incurred to acquire, construct and equip the Project or for any other physical improvements to the Project Site, (b) easements and rights of entry granted by Redeveloper, (c) construction and materialman liens that may be filed in connection with the construction of the Private Improvements so long as any such lien is discharged or bonded within 90 days of completion of the Private Improvements, and (d) any other liens so long as any such lien is satisfied and released or substitute security is posted in lieu thereof within 90 days of Redeveloper receiving notice thereof.

**ARTICLE VI**

**DEFAULT, REMEDIES; INDEMNIFICATION**

**Section 6.01      General Remedies of the CDA and Redeveloper.**

Subject to the further provisions of this Article VI, in the event of any failure to perform or breach of this Redevelopment Agreement or any of its terms or conditions, by either party hereto or any successor to such party, such party, or successor, shall, upon written notice from the other, proceed immediately to commence such actions as may be reasonably designed to cure or remedy such failure to perform or breach which cure or remedy shall be accomplished within a reasonable time by the diligent pursuit of corrective action. In case such action is not taken, or diligently pursued, or the failure to perform or breach shall not be cured or remedied within a reasonable time, this Redevelopment Agreement shall be in default and the aggrieved party may institute such proceedings as may be

necessary or desirable to enforce its rights under this Redevelopment Agreement, including, but not limited to, proceedings to compel specific performance by the party failing to perform or in breach of its obligations; provided that, in view of the additional remedies of the CDA set out in Section 6.02, the remedy of specific performance by Redeveloper shall not include or be construed to include the covenant to build or construct the Private Improvements or Project.

**Section 6.02      Additional Remedies of the CDA.**

In the event that:

- (a) Redeveloper, or successor in interest, shall fail to commence and subsequently complete the construction of the Project on or before the Project Completion Date, or shall abandon construction work for any period of 120 days (not including any period covered pursuant to the terms of Section 6.04 below);
- (b) Redeveloper, or successor in interest, shall fail to pay real estate taxes or assessments on the Project Site or any part thereof when due, and such taxes or assessments or payments in lieu of taxes shall not have been paid, or provisions satisfactory to the CDA made for such payment within thirty (30) days following written notice from the CDA (upon written request to the City, all such notices shall also be provided to Redeveloper's lender);
- (c) Redeveloper does not maintain an assessed valuation equal to or greater than the Minimum Project Valuation for the Project Site for the term of this Agreement and fails to satisfy the obligations of Section 4.04(b) of this Agreement; or

(d) There is, in violation of Section 4.05 of this Redevelopment Agreement, transfer of the Project Site or any part thereof, and such failure or action by Redeveloper has not been cured within 30 days following written notice from the CDA (upon written request to the City, all such notices shall also be provided to Redeveloper's lender), then Redeveloper shall be in default of this Redevelopment Agreement; and in the event that such failure to perform, breach or default is not cured in the period herein provided, the parties agree that the damages caused to the CDA would be difficult to determine with certainty and that a reasonable estimation of the amount of damages that could be incurred is the amount of the grant to Redeveloper pursuant to Sections 3.03 and 3.04, less any reductions in the principal amount of the TIF Note, plus interest accrued (the "Liquidated Damages Amount") which shall be paid by Redeveloper to the CDA within 30 days of demand by the CDA. To the extent that such failure results in the fact that the CDA is not able to capture the full amount of the anticipated Tax Increment contemplated hereunder, Redeveloper shall be obligated, on an annual basis, to remit the sum by which the anticipated Tax Increment exceeds the actual Tax Increment.

**Section 6.03      Remedies in the Event of Other Redeveloper Defaults.**

In the event Redeveloper fails to perform any other provisions of this Redevelopment Agreement (other than those specific provisions contained in Section 6.02), and such failure has not been cured within 30 days following written notice from the CDA, then Redeveloper shall be in default. In such an instance, the CDA may seek to enforce the terms of this Redevelopment Agreement

or exercise any other remedies that may be provided in this Redevelopment Agreement or by applicable law; provided, however, that the default covered by this Section shall not give rise to a right of rescission or termination of this Redevelopment Agreement.

**Section 6.04      Limitation of Liability; Indemnification.**

(a) Notwithstanding anything in this Article VI or this Redevelopment Agreement to the contrary, neither the CDA, the City, nor their officers, directors, employees, agents or their governing bodies shall have any pecuniary obligation or monetary liability under this Redevelopment Agreement. The obligation of the CDA on any TIF Indebtedness shall be limited solely to the Tax Increment pledged as security for such TIF Indebtedness. Specifically, but without limitation, neither the City nor the CDA shall be liable for any costs, liabilities, actions, demands, or damages for failure of any representations, warranties or obligations hereunder. Redeveloper releases the CDA and the City from and agrees that the CDA and the City shall not be liable for any loss or damage to property or any injury to or death of any person that may be occasioned by any cause whatsoever pertaining to the Private Improvements. Provided, however, such release shall not be deemed to include such liability actions as arise directly out of the sole negligence or willful misconduct of the CDA or the City.

(b) Redeveloper agrees to indemnify, defend (at the CDA's and/or the City's option) and hold harmless the CDA, the City, their respective employees, officials, agents, representatives and volunteers from and against any and all liabilities, damages, injuries (including death), property damage (including loss of use), claims, liens, judgments, costs, expenses, suits, actions, or proceedings and

reasonable attorney's fees, and actual damages of any kind or nature, arising out of or in connection with any aspect of the acts, omissions, negligence or willful misconduct of Redeveloper, its employees, agents, officers, contractors or subcontractors, or Redeveloper's performance or failure to perform under the terms and conditions of this Redevelopment Agreement. Such indemnification, hold harmless and defense obligation shall exclude only such liability actions as arise directly out of acts, omissions, or the sole negligence or willful misconduct of the CDA or the City. The indemnification and defense obligations set forth herein shall survive the termination of this Redevelopment Agreement.

## **ARTICLE VII**

### **MISCELLANEOUS**

#### **Section 7.01      Memorandum.**

A Memorandum of this Redevelopment Agreement in the form attached hereto as Exhibit "E" and incorporated by this reference shall be recorded with the Dodge County Register of Deeds for the Project.

#### **Section 7.02      Governing Law.**

This Redevelopment Agreement shall be governed by the laws of the State of Nebraska, including the Act.

#### **Section 7.03      Binding Effect; Amendment.**

This Redevelopment Agreement shall be binding on the parties hereto and their respective successors and assigns. This Redevelopment Agreement shall run with the Project Site. The Redevelopment Agreement shall not be amended except by a writing signed by the party to be bound.

#### **Section 7.04      No Agency or Partnership.**

This Redevelopment Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association as between the CDA and the City, on the one hand, and Redeveloper, on the other hand, nor between the CDA and the City, on the one hand, and any officer, employee, contractor or representative of Redeveloper, on the other hand. No joint employment is intended or created by this Redevelopment Agreement for any purpose. Redeveloper agrees to so inform its employees, agents, contractors and subcontractors who are involved in the implementation of or construction under this Redevelopment Agreement.

**Section 7.05      Phase Two.**

The Redeveloper and the CDA acknowledge and agree that the Project constitutes the first phase in a two-phase redevelopment project proposed by the Redeveloper, and that the Redeveloper intends to utilize tax increment financing for Phase Two to assist in paying for the cost of eligible public improvements; provided, however, that the utilization of tax increment financing for Phase Two is contingent upon approval by the CDA and the City, in their sole discretion, of an Amendment to the Redevelopment Plan, a Cost-Benefit Analysis and a Redevelopment Agreement with respect to Phase Two.

IN WITNESS WHEREOF, the CDA and Redeveloper have signed this Redevelopment Agreement as of the date and year first above written.

**[Signature and Notary Pages to Follow]**

**“CDA”**

COMMUNITY DEVELOPMENT  
AGENCY OF THE CITY OF  
FREMONT, NEBRASKA

ATTEST:

By: \_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
Chairman

STATE OF NEBRASKA    )  
  ) ss.  
COUNTY OF DODGE    )

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2016, by \_\_\_\_\_ and \_\_\_\_\_, Chairman and Secretary respectively of the Community Development Agency of the City of Fremont, Nebraska, a public body corporate and politic, on behalf of the Agency.

\_\_\_\_\_  
Notary Public



## **EXHIBIT “A”**

### **DESCRIPTION OF PROJECT**

The Project undertaken by Redeveloper on the Project Site, defined as the real estate legally described as:

Lot Two (2), Yager Place Subdivision Replat, as surveyed, platted and recorded in the City of Fremont, Dodge County, Nebraska,

shall consist of the following:

- (a) **Private Improvements.** The private improvements to be constructed by the Redeveloper on the Project Site include a new approximately 9,450 square foot multi-tenant building incorporating retail and restaurant uses, and associated improvements.
- (b) **Public Improvements.** Land acquisition, extension of public utilities, architectural and engineering fees, site preparation, landscaping and other eligible public expenditures under the Act as determined in the Redevelopment Agreement; paid for, in part, by the tax increment generated by the private improvements.

## **EXHIBIT “B”**

### **TIF INDEBTEDNESS**

1. **Principal Amount.** The principal amount of the TIF Indebtedness shall be the amount, together with interest accruing thereon, which can be amortized by the Maturity Date, solely from the Tax Increment Revenues based upon the current aggregate ad valorem tax rate applicable to the Project Site multiplied by an assumed valuation of \$2,400,300.00 less the base valuation, subject to required debt service coverage, required reserve, and cost of issuance.
2. **Anticipated Tax Increment:** Approximately \$42,900.00 annually.
3. **Payments.** Semi-annually with interest only until real estate taxes are fully collected for the tax year of the Effective Date in an amount sufficient to fully amortize the TIF Indebtedness on or before the Maturity Date.
4. **Maturity Date.** On or before December 31, 2031.
5. **Notice to Divide Taxes.** The CDA shall file the “Notice to Divide Taxes” with the Dodge County Assessor prior to August 1, 2017.

**EXHIBIT “B-1”**

**TIF NOTE  
(See Attached)**

THIS NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 (“THE 1933 ACT”) AND MAY NOT BE TRANSFERRED, ASSIGNED, SOLD OR HYPOTHECATED UNLESS A REGISTRATION STATEMENT UNDER THE 1933 ACT SHALL BE IN EFFECT WITH RESPECT THERETO AND THERE SHALL HAVE BEEN COMPLIANCE WITH THE 1933 ACT AND ALL APPLICABLE RULES AND REGULATIONS THEREUNDER, OR THERE SHALL HAVE BEEN DELIVERED TO THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF FREMONT PRIOR TO TRANSFER, ASSIGNMENT, SALE OR HYPOTHECATION AN OPINION OF COUNSEL, SATISFACTORY TO THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF FREMONT TO THE EFFECT THAT REGISTRATION UNDER THE 1933 ACT IS NOT REQUIRED.

Registered

Registered

No. 1

\$600,000.00

UNITED STATES OF AMERICA  
STATE OF NEBRASKA  
THE COMMUNITY DEVELOPMENT AGENCY  
OF THE CITY OF FREMONT

COMMUNITY REDEVELOPMENT REVENUE NOTE  
(YAGER RETAIL REDEVELOPMENT PROJECT – PHASE ONE)  
SERIES 2016A

Maturity Date	Original Issuance Date
December 31, 2031	_____, 20__

Registered Holder	Principal Amount
Yager Retail, LLC	\$600,000.00

THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF FREMONT, NEBRASKA (the “Issuer”), a body politic and corporate organized and existing under the laws of the State of Nebraska, for value received hereby promises to pay, solely from the source and as hereinafter provided, to the Registered Holder identified above, or registered assigns, the Principal Amount identified above at the office of the Fremont City Treasurer, as Paying Agent and Registrar, from the Original Issuance Date identified above. Accrued interest for 2017 (if any) and 2018 shall be made in the form of Interest only payments in two (2) installments annually due June 15, 2017 and December 15, 2017, and June 15, 2018 and December 15, 2018. Thereafter principal shall be payable in twenty eight (28) equal semi-annual installments due June 15, 2019, December 15, 2019, and each June 15 and December 15 thereafter through December 15, 2031. The 2031 tax liability shall be divided when the 2031 tax payments are made in 2032. Payments on this Note will be made by check or draft mailed to the Registered Holder in whose name this Note is registered at the close of business on the calendar day next preceding the applicable payment date at his address as it

appears on such note registration books. The principal of this Note is payable in any coin or currency of the United States of America which on the respective dates of payment is legal tender for the payment of public and private debts.

This Note is designated The Community Development Agency of the City of Fremont, Nebraska Redevelopment Revenue Note (Yager Retail Redevelopment Project – Phase One), Series 2016A, aggregating Six Hundred Thousand and 00/100 Dollars (\$600,000.00) (the “Note”) in principal amount which has been issued pursuant to the Section 12 of Article VIII of the Nebraska Constitution and Neb. Rev. Stat. §§ 18-2101 through 18-2154, as amended and supplemented (the “Act”) and under and pursuant to a Resolution adopted by the Governing Body of the Issuer (the “Resolution”), to aid in the financing of a redevelopment project pursuant to the Act. This Note does not represent a debt or pledge of the faith or credit of the Issuer or grant to the Registered Holder of this Note any right to have the Issuer levy any taxes or appropriate any funds for the payment of the principal hereof nor is this Note a general obligation of the Issuer, or the individual officials, officers or agents thereof. This Note is payable solely and only out of the Tax Increment Revenues generated by the Project as identified in the Redevelopment Agreement by and between the Issuer and the Registered Holder hereof. All such revenue has been duly pledged for that purpose. If the Project does not generate sufficient Tax Increment Revenues or the Issuer does not receive sufficient Tax Increment Revenues to pay the Note in full, then the Issuer shall only pay the net amount received in Tax Increment Revenues from the Project as full payment of this Note.

THIS NOTE DOES NOT NOW AND SHALL NEVER CONSTITUTE AN INDEBTEDNESS OF THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF FREMONT, NEBRASKA, WITHIN THE MEANING OF ANY STATE CONSTITUTIONAL PROVISION OR STATUTORY LIMITATION, NOR SHALL THIS NOTE EVER GIVE RISE TO ANY PECUNIARY LIABILITY OF THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF FREMONT, NEBRASKA, A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWERS.

No recourse shall be had for the payment of the principal on this Note, or for any claim based hereon or upon any obligation, covenant or agreement contained in the Redevelopment Agreement against any past, present or future employee, member or elected official of the Issuer, or any incorporator, officer, director, member or trustee of any successor corporation, as such, either directly or through the Issuer or any successor corporation, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such incorporator, officer, director or member as such is hereby expressly waived and released as a condition of and in consideration of the issuance of this Note.

It is hereby certified and recited and the Issuer has found: that the Project is an eligible “redevelopment project” as defined in the Act; that the issuance of this Note and the construction of the Project will promote the public welfare and

carry out the purposes of the Act by, among other things, contributing to the development of a blighted and substandard area of the City of Fremont, Nebraska, pursuant to a Redevelopment Plan adopted by the City; that all acts, conditions and things required to be done precedent to and in the issuance of this Note have been properly done, have happened and have been performed in regular and due time, form and manner as required by law; and, that this Note does not constitute a debt of the Issuer within the meaning of any constitutional or statutory limitations.

This Note is transferable only upon the books of the Issuer kept for that purpose at the office of the Registrar by the Registered Holder hereof in person, or by his duly authorized attorney, upon surrender of this Note together with a written instrument of transfer satisfactory to the Registrar duly executed by the Registered Holder or his duly authorized attorney, together with a purchase letter, and thereupon a new registered Note or Notes in the same aggregate principal amounts shall be issued to the transferee in exchange therefor, and upon payment of the charges therein prescribed. The Issuer and the Paying Agent may deem and treat the person in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal hereof and premium, if any, and interest due hereon and for all other purposes.

The Note is issuable in the form of a registered Note without coupons. Subject to such conditions and upon the payment of such charges provided in the Resolution, the owner of any registered Note or Notes may surrender the same (together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered owner or his duly authorized attorney), in exchange for an equal aggregate principal amount of registered Notes of any other authorized denominations.

The Note is prepayable at any time in whole or in part, at a prepayment price of par, to the extent there are any funds in the debt service fund in excess of amounts necessary to pay scheduled debt service or in the event the Redeveloper directs the Issuer that it wishes to prepay the Note.

Prepayments shall reduce the number, but not the amount, of scheduled debt service payments on the Note, in inverse order of maturity.

It is hereby certified and recited that all conditions, acts and things required by law and the Redevelopment Agreement to exist, to have happened and to have been performed precedent to and in the issuance of this Note, exist, have happened and have been performed and that the issue of this Note, together with all other indebtedness of the Issuer, is within every debt and other limit prescribed by the laws of the State of Nebraska.

This Note shall not be entitled to any benefit under the Redevelopment Agreement referred to herein or be valid or become obligatory for any purpose until

this Note shall have been authenticated by the execution by the Registrar of the Certificate of Authentication hereon.

IN WITNESS WHEREOF, THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF FREMONT, NEBRASKA has caused this Note to be signed in its name and on its behalf by the signature of its Chairman and attested by the signature of its Secretary, as of the Original Issuance Date identified above.

THE COMMUNITY DEVELOPMENT  
AGENCY OF THE CITY OF FREMONT,  
NEBRASKA

ATTEST:

\_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
Chairman

CERTIFICATE OF AUTHENTICATION

This Note is delivered pursuant to the within-mentioned Resolution.

Fremont City Treasurer,  
as Paying Agent and Registrar

By: \_\_\_\_\_  
Authorized Signature

**EXHIBIT "C"**

**PROJECTED TIF SOURCES AND USES**

**1. PROJECTED TIF SOURCES**

<b>Assumptions:</b>	Dodge Co. Tax Levy (2015)	1.973072
	TIF period (years)	14

<b>Property Value Assumptions:</b>	Assessed Value	Estimated Taxes
Pre-Project	\$226,500	\$4,500
Completed Project	\$2,400,300	\$47,400
Difference	\$2,173,800	\$42,900

<b>TIF Calculations:</b>	Annual TIF Amount	\$42,900
	<b>TIF Loan Amount</b>	<b>\$600,000</b>

**2. PROJECTED TIF USES<sup>1</sup>**

	<b>Project Costs</b>
A. Admin. Fee – 1%	\$6,000
B. Cost of Issuance	\$10,000
C. City Redevelopment Improvements – 5%	\$30,000
D. Site Acquisition	\$710,000
E. Site Preparation	\$100,000
F. Utilities	\$100,000
I. Architectural & Engineering Fees	\$80,000
J. Legal Fees	\$25,000
K. Parking Lot & Landscaping	\$350,000
Total	<u>\$1,411,000*</u>

\*Eligible TIF Uses are projected to be approximately \$1,411,000, but the TIF Revenue Projection is limited to \$600,000 which is the sum generated by the projected incremental revenues based on the projected valuation of the redevelopment project. For purposes of the Cost Certification required by Section 4.02, Redeveloper shall be required to certify costs up to the amount of the TIF Note of \$600,000.

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<sup>1</sup> All costs are estimates and are subject to final confirmation and adjustment upon construction completion.

**EXHIBIT “D”**

**CERTIFICATE OF COMPLETION**

The Community Development Agency of the City of Fremont, Nebraska, a municipal corporation in the State of Nebraska (the “CDA”), hereby makes the conclusive determination and certification that, with regard to the following real property situated in the City of Fremont, Dodge County, Nebraska, to wit:

Lot Two (2), Yager Place Subdivision Replat, as surveyed, platted and recorded in the City of Fremont, Dodge County, Nebraska,

(“Redeveloper Property”), all the improvements required to be constructed upon the above-described Redeveloper Property have been satisfactorily completed in accordance with the requirements of the REDEVELOPMENT AGREEMENT (Yager Retail Redevelopment Project – Phase One) by and between the Community Development Agency of the City of Fremont, Nebraska, a municipal corporation in the State of Nebraska, and Yager Retail, LLC, a Nebraska limited liability company, and its successors and assigns (“Redeveloper”), said Agreement dated as of May \_\_\_\_, 2016 and a Memorandum of which is recorded as Instrument No. \_\_\_\_\_, in the office of the Register of Deeds for Dodge County, Nebraska.

The CDA further makes the conclusive determination that the Private Improvements (as defined in the Agreement) to the above-described Redeveloper Property are presently in conformance with the Agreement.

IN WITNESS WHEREOF, the CDA and Redeveloper have executed this instrument this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

**“CDA”**

COMMUNITY DEVELOPMENT  
AGENCY OF THE CITY OF  
FREMONT, NEBRASKA

\_\_\_\_\_  
\_\_\_\_\_, Chairperson

STATE OF NEBRASKA    )  
                                  ) ss.  
COUNTY OF DODGE    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 201\_\_, by \_\_\_\_\_, Chairperson of the Community Development Agency of the City of Fremont, Nebraska, on behalf of the Agency.

\_\_\_\_\_  
Notary Public



**EXHIBIT "E"**

**MEMORANDUM OF REDEVELOPMENT AGREEMENT  
(YAGER RETAIL REDEVELOPMENT PROJECT – PHASE ONE)**

This Memorandum of Redevelopment Agreement ("Memorandum") is made this \_\_\_ day of \_\_\_\_\_, 2016 by and between the Community Development Agency of the City of Fremont, Nebraska ("CDA") and Yager Retail, LLC, a Nebraska limited liability company ("Redeveloper").

1. **Redevelopment Agreement.** CDA and Redeveloper have entered into that certain Redevelopment Agreement dated as of this even date, describing the public improvements being made by the CDA in the Redevelopment Area and the private improvements being made to real property owned by Redeveloper and legally described as:

Lot Two (2), Yager Place Subdivision Replat, as surveyed, platted and recorded in the City of Fremont, Dodge County, Nebraska.

2. **Tax Increment Financing.** The Redevelopment Agreement provides for the capture of the Tax Increment, as defined therein, by the CDA of the private improvements to be made by the Redeveloper for a period not to exceed fifteen (15) years after the Project Effective Date of January 1, 2017. The Tax Increment so captured by the CDA shall be used to make the public improvements as described in the Redevelopment Agreement.

3. **Remaining Terms.** The rest and remaining terms of the Redevelopment Agreement are hereby incorporated into this Memorandum as if they were set forth in full. A full and correct copy of the Redevelopment Agreement may be inspected at the CDA offices in Fremont, Nebraska.

[SIGNATURE PAGES TO FOLLOW]

**“CDA”**

COMMUNITY DEVELOPMENT  
AGENCY OF THE CITY OF  
FREMONT, NEBRASKA

\_\_\_\_\_  
\_\_\_\_\_, Chairperson

STATE OF NEBRASKA    )  
                                  ) ss.  
COUNTY OF DODGE    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2016, by \_\_\_\_\_, Chairperson of the Community Development Agency of the City of Fremont, Nebraska, on behalf of the Agency.

\_\_\_\_\_  
Notary Public



**CITY COUNCIL OF THE  
CITY OF FREMONT, NEBRASKA**

**RESOLUTION NO. 2016-\_\_\_\_\_**  
(Redevelopment Agreement for the  
Yager Retail Redevelopment Project – Phase One)

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREMONT,  
NEBRASKA APPROVING THE FORM OF REDEVELOPMENT AGREEMENT FOR  
THE YAGER RETAIL REDEVELOPMENT PROJECT – PHASE ONE AND  
AUTHORIZING COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF  
FREEMONT, NEBRASKA TO ENTER INTO SAID AGREEMENT AND TO ISSUE TAX  
INCREMENT FINANCING INDEBTEDNESS.**

WHEREAS, the City Council of the City of Fremont, Nebraska via Resolution No. 2016-063 dated April 26, 2016 approved and adopted an Amendment to the Redevelopment Plan for the 23<sup>rd</sup> & Bell Redevelopment Area in the City of Fremont, Nebraska for the Yager Retail Redevelopment Project – Phase One (the “Project”) pursuant to the Nebraska Community Development Law codified at Neb. Rev. Stat. §§ 18-2101 et seq. (the “Act”);

WHEREAS, on May 31, 2016, the Community Development Agency of the City of Fremont, Nebraska (“CDA”) approved and adopted the form of Redevelopment Agreement attached hereto as Attachment “A” for the Project (the “Redevelopment Agreement”);

WHEREAS, on May 31, 2016, a meeting of the City Council was held at the Fremont City Council Chambers, 400 East Military Road, in Fremont, Nebraska in order to determine whether the Redevelopment Agreement should be approved;

WHEREAS, the Amendment to the Redevelopment Plan will, in accordance with the present and future needs of the City of Fremont, promote the health, safety, morals, order, convenience, prosperity and the general welfare of the community in conformance with the legislative declarations and determinations set forth in the Act;

WHEREAS, the Amendment to the Redevelopment Plan is feasible and is in conformance with the general plan for development and its objectives are being accomplished in the Redevelopment Agreement for the Project;

WHEREAS, the Project would not be economically feasible as designed without the use of tax increment financing; the Project as designed would not occur in the redevelopment area without the use of tax increment financing; and the Project is in the long-term best interests of the community;

WHEREAS, the City Council has reviewed the Redevelopment Agreement and has found it to be in conformity with the Act and the general plan for development of the City of Fremont, and in the best interests of the City of Fremont; and

WHEREAS, pursuant to the provisions of the Act and in light of the foregoing findings and determinations, the City Council desires to approve the form of the Redevelopment Agreement, and to authorize the CDA to issue TIF Indebtedness in an amount not to exceed Six Hundred Thousand and No/100 Dollars (\$600,000.00) in the form of the TIF Note attached to the Redevelopment Agreement.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Fremont, Nebraska does hereby approve the Redevelopment Agreement in substantially the form attached hereto as Attachment "A";

BE IT FURTHER RESOLVED, that the CDA of the City of Fremont, Nebraska is hereby authorized to negotiate the terms and conditions of the Redevelopment Agreement, and to execute and deliver the Redevelopment Agreement with such changes, modifications, additions and deletions therein as the CDA and its legal counsel shall deem necessary, desirable or appropriate; and

BE IT FURTHER RESOLVED, by the City Council that the CDA of the City of Fremont is hereby authorized to take all actions contemplated and required by the Redevelopment Agreement including, without limitation, to issue TIF Indebtedness following the lapse of thirty 30 days after the approval of the Redevelopment Agreement, in an amount not to exceed Six Hundred Thousand and No/100 Dollars (\$600,000.00) in the form of the TIF Note attached to the Redevelopment Agreement. Such TIF Indebtedness shall be repaid solely from the Tax Increment created by the Project and shall not represent the general obligation of the CDA nor the City of Fremont.

DATED THIS 31<sup>st</sup> day of May, 2016.

CITY OF FREMONT, NEBRASKA

By: \_\_\_\_\_  
Mayor

ATTEST: \_\_\_\_\_  
City Clerk

**ATTACHMENT "A"**

[Redevelopment Agreement]

4849-0967-1470, v. 1

## STAFF REPORT

TO: Honorable Mayor and City Council  
Board of Public Works

FROM: Brian Newton, General Manager

DATE: May 25, 2016

SUBJECT: Reimbursement and Indemnification Agreement for engineering and design services with Costco

---

Recommendation: Approve the agreement, subject to Costco's signatures

---

**Background:** In order to meet an in-service date of January 2018 for water and wastewater utility service, requests for proposals were sought for engineering and design services. HDR Inc. was the low bid at \$195,825. The agreement with Costco reimburses the DU for the cost for these services.

**Fiscal Impact:** \$0, as Costco will reimburse out-of-pocket expenses up to \$195,825.

**SHORT FORM AGREEMENT BETWEEN OWNER AND HDR ENGINEERING,  
INC. FOR PROFESSIONAL SERVICES**

**THIS AGREEMENT** is made as of this \_\_\_\_\_ day of \_\_\_\_\_ 2016, between City of Fremont Department of Utilities, Fremont, Nebraska (“OWNER”) a Municipal corporation, with principal offices at 400 E. Military Ave., Fremont, NE 68025, and HDR ENGINEERING, INC., (“ENGINEER”) a Nebraska corporation, with principal offices at 8404 Indian Hills Drive, Omaha, Nebraska, 68114 for services in connection with the project known as Design and Construction Services for Water and Sanitary Sewer Extension to Proposed Processing Plant Site (“Project”);

**WHEREAS**, OWNER desires to engage ENGINEER to provide professional engineering, consulting and related services (“Services”) in connection with the Project; and

**WHEREAS**, ENGINEER desires to render these Services as described in SECTION I, Scope of Services.

**NOW, THEREFORE**, OWNER and ENGINEER in consideration of the mutual covenants contained herein, agree as follows:

**SECTION I. SCOPE OF SERVICES**

ENGINEER will provide Services for the Project, which consist of the Scope of Services as outlined on the attached Exhibit A.

**SECTION II. TERMS AND CONDITIONS OF ENGINEERING SERVICES**

The “HDR Engineering, Inc. Terms and Conditions for Professional Services,” which are attached hereto in Exhibit B, are incorporated into this Agreement by this reference as if fully set forth herein.

**SECTION III. RESPONSIBILITIES OF OWNER**

The OWNER shall provide the information set forth in paragraph 6 of the attached “HDR Engineering, Inc. Terms and Conditions for Professional Services” and as described in Exhibit A.

**SECTION IV. COMPENSATION**

Compensation for ENGINEER’S services under this Agreement shall be on the basis of per diem.

Per Diem shall mean an hourly rate equal to Direct Labor Cost times a multiplier of 3.05 to be paid as total compensation for each hour an employee works on the project, plus

Reimbursable Expense for a not-to-exceed (without written authorization from the OWNER) amount of one hundred ninety five thousand eight hundred twenty-five dollars (\$195,825) for Tasks 100 through 500.

Direct Labor Cost shall mean salaries and wages, (basic and overtime) paid to all personnel engaged directly on the Project.

Reimbursable Expense shall mean the actual expenses incurred directly or indirectly in connection with the Project for transportation travel, subconsultants, subcontractors, technology charges, telephone, telex, shipping and express, and other incurred expense. ENGINEER will add ten percent (10%) to the direct cost of expenses, except for technology charges, to cover supervision, administrative expenses and vicarious liability. Technology charges shall be calculated as Direct Labor Hours times a rate of \$3.70 per Direct Hour Worked.

The following fee estimate has been prepared to cover the basic services under this AGREEMENT, as described in Exhibit A hereto.

**City of Fremont Water and Sanitary Sewer Extension  
Fee Estimate**

Task Series	Description	Fee
100	Project Management and Meetings	\$30,320
200	Data Gathering	\$42,330
300	Development of Bid Documents	
	Sanitary Sewer Lift Station	\$35,050
	Water Main and Force Main	\$71,825
400	Permits	\$5,100
500	Bidding Phase Services	\$11,200
600	Construction Phase Services	*
<b>TOTAL</b>		<b>\$195,825</b>

\*Fees for Task Series 600 will be negotiated at a later date and are not included in this fee estimate

**SECTION V. PERIOD OF SERVICE**

Activities associated with Tasks 100 through 500 and associated deliverables shall be completed and submitted to the Owner within 5 months of notice to proceed which is the scheduled duration for design and bidding for the project.

Unless otherwise stated in this Agreement, the rates of compensation for ENGINEER’S services have been agreed to in anticipation of the orderly and continuous progress of the project through completion. If any specified dates for the completion of ENGINEER’S services are exceeded through no fault of the ENGINEER, the time for performance of those services shall be automatically extended for a period which may be reasonably required for their completion and all rates, measures and amounts of ENGINEER’S compensation shall be equitably adjusted.

**SECTION VI. SPECIAL PROVISIONS**

**[None]**

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

CITY OF FREMONT DEPT. OF UTILITIES

"OWNER"

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: 400 E. Military Avenue  
Fremont, NE 68025

HDR ENGINEERING, INC.

"ENGINEER"

BY:  \_\_\_\_\_

NAME: Ronald J. Sova

TITLE: Vice President

ADDRESS: 8404 Indian Hills Drive  
Omaha, NE 68114

**EXHIBIT A**

**SCOPE OF SERVICES**



## Scope of Services

The following Scope of Services outlines the key project tasks and general flow of work that will be used for the project.

The Scope of Services includes providing engineering services to the City of Fremont for the project management/coordination, design, and bidding for approximately 4,900 linear feet of water main extension, a Master Meter Vault, a Sanitary Sewer Lift Station, and approximately 23,500 linear feet of sanitary sewer force main as identified in the revised utility route map provided on May 10, 2016. The Scope of Services also includes construction administration and onsite inspection services for the project. As requested in the Request for Proposal, the fee estimate provided does not include the construction administration and onsite inspection services tasks as the fee for these tasks will be negotiated at a later date. The specific Scope of Services for each Task Series is described as follows:

### Task Series 100 – Project Management and Meetings

#### *Task 110 – Project Management*

**OBJECTIVE:**

- To provide project management activities including planning, organizing, and monitoring Project team activities, budget management, QA/QC reviews, subconsultant management, and liaison with City to collaborate and facilitate input as identified during the completion of the design and bidding activities.

**HDR ACTIVITIES:**

- Project management.

**DELIVERABLES:**

- Project schedule and work plan.

#### *Task 120 – Client Meetings*

**OBJECTIVE:**

- Meet with the client to discuss proposed design and receive review comments during the course of the project. A total of three (3) meetings have been allowed for the duration of project design.

#### *Task 121 – Initial Design Meeting*

**OBJECTIVE:**

- The project schedule requires efficient communication and prompt data acquisition. The City and HDR will need to work as a team to assure that required information and data needed to complete the design is provided in a timely manner and that decision items are discussed and resolved swiftly. To facilitate this, HDR will conduct an initial design meeting immediately after notice to proceed. This meeting will be held with the City of Fremont Staff, other affected stakeholders, and key HDR personnel to discuss and review the following:
  - Review and establish Project goals;
  - Identify City concerns and potential obstacles;
  - Review and confirm project procedures, communication paths, and project requirements;
  - Review and confirm Scope of Services and overall schedule as required;
  - Obtain from the City and discuss projected water usage and wastewater flow from the project site and other areas;
  - Discuss and finalize the design alignment for the water main and force main;
  - Discuss and finalize locations and design concepts for the Master Meter Vault and the Sanitary Sewer Lift Station;
  - Determine pipe type for water main and force main;
  - Obtain residual pressure information at the connection point to the existing system;



- Obtain title reports from the City for easement descriptions;
- Obtain record drawings of water main at connection point;
- Obtain record drawings of connection point for the force main at the WWTP.
- Confirm accessibility at proposed structure sites and proposed water main and force main alignments for conducting geotechnical investigations and surveys

**HDR ACTIVITIES:**

- Identify project needs for background information to be provided by the City, which may impact the design.
- Issue to City prior to meeting a list of background information to be assembled and provided by the City at the initial design meeting.
- Prepare agenda and conduct the initial design meeting.

**CITY ACTIVITIES:**

- Assemble and provide information requested prior to the Initial Design Meeting.

**DELIVERABLES:**

- List of background information requested
- Meeting notes.

***Task 122 – Preliminary (30%) Design Review Meeting***

**OBJECTIVE:**

- Meet with the City to review and discuss preliminary design and progress, status of design, and current opinion of probable costs based on the preliminary design.

**HDR ACTIVITIES:**

- Submit three (3) half-sized drawing sets of preliminary design documents for review to the City.
- Prepare agenda and conduct preliminary design review meeting.
- Prepare written responses to City's comments and incorporate comments into documents as appropriate.

**CITY ACTIVITIES:**

- Provide timely review and comments on preliminary design documents. A review period of three (3) days is established for completion of reviews.

**DELIVERABLES:**

- Three (3) half-sized drawing sets of preliminary design documents
- Meeting notes.
- Written responses to City's comments.

***Task 123 – 95% Review Meeting***

**OBJECTIVE:**

- Meet with the City to review progress, status of design, and current opinion of costs.

**HDR ACTIVITIES:**

- Submit three (3) half-sized drawing sets of 95% design documents for review to the City.
- Submit updated opinion of probable construction cost based on 95% design documents.
- Prepare agenda and conduct 95% review meeting
- Prepare written responses to City's comments and incorporate comments into documents as appropriate.

**CITY ACTIVITIES:**

- Provide timely review and comments on 95% design documents. A review period of three (3) days is established for completion of reviews.



**DELIVERABLES:**

- Three (3) half-sized drawing sets of 95% design documents.
- Meeting Notes.
- Written responses to City's comments.

**KEY UNDERSTANDINGS AND ASSUMPTIONS:**

- City will provide timely review and processing of monthly invoices
- All meetings to be conducted at Fremont Utilities Offices.
- Affected stakeholders will be invited to participate in the Initial Design Meeting to discuss project goals and design parameters.
- City will participate in progress meetings and provide meeting facilities to conduct progress meeting.
- City will provide the information requested, including the projected water demands for the project site and the projected wastewater flow projections from the project site prior at the initial design meeting. If requested information is not available the City will provide it and other information needs identified during the initial design meeting in a timely manner as not to affect the design schedule.
- City will provide timely review and comment on project deliverables within assumed time periods
- City will consolidate all review comments from staff on all document reviews and present one unified document of comments for each set of review documents.



## Task Series 200 - Data Gathering

### *Task 210 – Field Investigations*

#### **OBJECTIVE:**

- Perform reconnaissance survey of the proposed water main and force main alignments to identify concerns and issues along the alignment routes.
- Identify potential surface and underground conflicts.
- Investigate project site infrastructure and the sanitary sewer lift station site for consistency with recorded information and identify any unknown or missing infrastructure information.

#### **HDR ACTIVITIES:**

- Schedule and conduct reconnaissance survey with the City.
- Develop preliminary water and force main alignments on aerial photography.
- Develop preliminary site map for proposed sanitary sewer lift station on aerial photography.

#### **CITY ACTIVITIES:**

- City will accompany Engineer during reconnaissance survey.

#### **DELIVERABLES:**

- Notes summarizing results of reconnaissance survey with the City.

#### **KEY UNDERSTANDINGS AND ASSUMPTIONS:**

- City shall be responsible for providing necessary site access.
- The reconnaissance survey will be conducted as soon after the initial design meeting as possible after water and force main alignments have been established for the design.

### *Task 220 – Topographic Survey*

#### **OBJECTIVE:**

- Perform topographic survey of the lift station site and at critical water and force main undercrossings, and those crossings requiring Cased Tunnel Boring or Horizontal Directional Drilling (HDD) Method of installation along the proposed routes.

#### **HDR ACTIVITIES:**

- Retain Registered Land Surveyor subconsultant to perform the topographic survey.

#### **CITY ACTIVITIES:**

- City will provide rights of property entry at all locations where topographic survey has been identified.

#### **DELIVERABLES:**

- Completed surveys in drawing format.

#### **KEY UNDERSTANDINGS AND ASSUMPTIONS:**

- City shall be responsible for providing necessary site access to complete surveys.
- Any delays in obtaining right of entry for the survey will require extension of the project schedule.
- HDR or their subconsultant will not be responsible for any property damage resulting from such access.
- Topographic Surveys will only be provided at the Sanitary Sewer Lift Station Site, at railroad, Highway, Street, and County Road undercrossings for the water and force mains, and at each ditch/creek undercrossing of the water and force mains where HDD installation will be used.

### *Task 230 – Geotechnical Investigation*

#### **OBJECTIVE:**

- Perform geotechnical investigations to provide information on subsurface soils at the sanitary sewer lift station site, and at select locations along the proposed water and force main alignments.



**HDR ACTIVITIES:**

- Retain subconsultant to perform the geotechnical investigation and coordinate survey of the bore holes.

**CITY ACTIVITIES:**

- City will provide rights of property entry at all locations where geotechnical investigation has been identified.

**DELIVERABLES:**

- Geotechnical report summarizing the results and recommendations to be used during project design.

**KEY UNDERSTANDINGS AND ASSUMPTIONS:**

- City shall be responsible for providing necessary site access required to complete geotechnical test hole drilling.
- Any delays in obtaining right of entry for the geotechnical investigation will require extension of the project schedule.
- HDR or Geotechnical subconsultant will not be responsible for any property damage resulting from such access.
- Boring, soil sampling, laboratory testing, and analysis will be provided.
- Test hole drilling will consist of one (1) bore hole at the sanitary sewer lift station site. Test hole drilling will also be completed at the Railroad and Highway undercrossings, which will include one (1) bore hole at four (4) select locations along the proposed water and force main alignments.
- Depth of all bore holes for geotechnical investigation will be 35 feet or less.
- Evaluation of soil and groundwater subsurface conditions along full length of the water main and force main routes is not included in this scope of services and fee estimate.

***Task 240 – Easement Descriptions and Tract Maps***

**OBJECTIVE:**

- Provide all required easement descriptions on private property for both the permanent and temporary construction easements along the water main and force main alignment to be used by the City to obtain the easement.
- Provide property legal description and tract map for all required property easements pertaining to the project to be used by the City, as needed. The City will be responsible for easement acquisitions.

**HDR ACTIVITIES:**

- Retain Registered Land Surveyor subconsultant to complete the easement descriptions and tract maps required for the project.

**CITY ACTIVITIES:**

- Provide title reports for all affected properties identified along the proposed water main and force main routes as required for easements.
- The City (or a third party firm hired by the City) will obtain any and all easements acquisitions pertaining to the project.

**DELIVERABLES:**

- Permanent and temporary construction easement descriptions.
- Tract Maps for easement acquisitions.

**KEY UNDERSTANDINGS AND ASSUMPTIONS:**

- City shall be responsible for providing the title reports for all affected properties identified along the proposed water main and force main routes as requiring easements or acquisition.
- Easement descriptions and tract maps for property acquisitions, permanent and temporary easements will be prepared for all affected private properties for the City's use.
- The City will acquire all easements and property acquisitions.
- Any delays or redesign required due to changes in the pipeline route due to easement acquisition or other changes are outside of this scope of services and fee estimate and may require extensions of the project schedule and adjustments to fee.



### ***Task 250 – Utility Coordination***

#### **OBJECTIVE:**

- Coordinate the proposed construction with utilities located within the water main and force main corridors.

#### **HDR ACTIVITIES:**

- Identify utilities within the project corridor.
- Request infrastructure information from identified utilities.
- Provide copies of the 30 and 95 percent drawings to affected utilities as required.
- Conduct utility coordination meeting with affected utilities, as required.

#### **DELIVERABLES:**

- Meeting notes.



## Task Series 300 – Development of Bid Documents

### OBJECTIVE:

- Preparation of the plans and specifications for bidding.

### HDR ACTIVITIES:

#### *Task 310 – Preliminary (30%) Design Document Development*

### OBJECTIVE:

- Complete preliminary design analysis and calculations to size lift station pumps, water main, and force main.
- Develop water main and force main design alignment plan drawings for use in developing easements and project design.
- Develop design reports needed for Reviewing Agency submittals.

### HDR ACTIVITIES:

- Compile background data provided by the City in electronic format as available and hard copy. This background data will include but is not limited to construction drawings of the existing water main at the proposed connection point, construction drawings at the facilities the force main will be connecting to at the WWTP, existing utility information, and any previous study information related to the project.
- Evaluate the projected water demands for the project site to be used for water main sizing.
- Evaluate the projected wastewater flow projections for the project site and determine the design average and peak wastewater flows to the lift station, for confirmation by the City.
- Complete a hydraulic evaluation of the force main from the lift station to the City's WWTP. This evaluation will determine the force main size and the hydraulic information needed to size the pumps at the lift station.
- Obtain aerial photography and USGS contour maps to use for water main and force main alignment and to develop the plan sheets for bidding.
- Develop water main and force main design alignment plan drawings for use in developing easements and project design.
- Request/Obtain/Review vendor submittals for the packaged sanitary sewer lift station.
- Request/Obtain/Review vendor submittals for the water master flow meter.
- Prepare a separate Design Letter Report for the sanitary sewer systems, which will contain summaries of the design parameters and calculations for the design of the sanitary sewer lift station and force main. These documents will be submitted with the plans and specifications for Regulatory Agency review.
- Prepare an opinion of probable construction cost based on 30% design documents
- Provide in-house QC review by senior interdisciplinary personnel.

### CITY ACTIVITIES:

- Assemble and provide information requested in a timely manner, so as not to affect the project schedule.
- Provide timely review and comments on Design Reports and other documents. A review period of three (3) days is established for completion of reviews.



**DELIVERABLES:**

- Three (3) reduced scale (11"x17") Preliminary (30%) Design Drawings
- Three (3) copies of Design Report.
- Opinion of Probable Construction Cost

**KEY UNDERSTANDINGS AND ASSUMPTIONS:**

- The City will verify that connecting the water main at the proposed connection point will not have any detrimental pressure and flow issues in the existing water system at the proposed average and peak flows to the proposed project site.
- HDR will not be conducting any hydraulic analysis on the City's existing water system.
- No backup power generation will be included in the sanitary sewer lift station design.
- The alignment and design of the project will be predicated on the water and force main design alignments established at project initial design meeting prior to any easement acquisition. Any redesign required due to issues acquiring easements will have an impact on the overall design schedule necessitating a time extension to the design schedule and fee adjustment.



### **Task 320 – Pre-Final (95%) Design Document Development**

- Prepare final design documents including drawings, front end documents, and technical specifications for the project.
- Incorporate Engineers Joint Contract Documents Committee (EJCDC) front-end documents, general conditions, and bidding and contract documents.
- Prepare an updated opinion of probable construction cost based on 95% design documents
- Provide in-house QC review by senior interdisciplinary personnel.
- Meet with the City to review progress, status of design, easements/acquisitions, permit requirements/status, and updated opinion of probable construction cost.

### **Task 330 – Final Bidding Documents**

- Update plans and specifications based on 95% review meeting comments.
- Prepare final construction documents including drawings, front end documents, and technical specifications for the project.
- Prepare final opinion of probable construction cost.

#### **CITY ACTIVITIES:**

- Participate in Review Meetings.
- Provide timely review and comments on Design Reports and other documents. A review period of three (3) days is established for completion of reviews.
- Provide legal review and acceptance of HDR-prepared front-end documents.

#### **DELIVERABLES:**

- Three (3) sets of 95% half sized (11"x17") drawings and technical specifications from Task 320
- Three (3) sets of final bidding half sized (11"x17") drawings, front end documents and technical specifications from Task 330
- Opinion of Probable Construction Cost from Tasks 320.
- One (1) electronic file copy of final bidding documents to City for reproduction of bidding documents to issue to bidders.
- Three (3) half-size sets and one (1) electronic copy of final design documents to NDEQ for Construction Permit, as required for Task 410.
- Three (3) half-size sets and one (1) electronic copy of final design documents to NDHHS for approval to construct, as required for Task 410.

#### **KEY UNDERSTANDINGS AND ASSUMPTIONS:**

- The design and bidding services are based on the preparation of one construction bidding package including the construction of the water main extension to the proposed site, the construction of the water master meter vault, the installation of a packaged sanitary sewer lift station and the construction of the force main extension from the proposed site to the WWTP.
- Any delays or redesign required due to changes in the pipeline route due to easement acquisition or other changes are outside of this scope of services and fee estimate and may require extensions of the project schedule and adjustments to fee.
- No backup power generation will be included in the sanitary sewer lift station design.
- Performance specification will be provided for sanitary sewer lift station. Only general layout, foundation, and electrical connection drawings will be provided for this packaged pump station.
- Background mapping for water main and force main plans will be based on existing USGS mapping and aerial photography.
- No profiles will be created for the water main and force mains except at undercrossings requiring Cased Tunnel Boring or Horizontal Directional Drilling installation.
- Drawing will be developed using AutoCAD Civil3D 2016 and will be based on HDR CAD standards.
- Drawing Scale for water main and force main plans will be 1" = 100'.
- Full Size Drawings size will be 22"x34".



- Half Size Drawings size will be 11"x17".
- Technical Specifications will be prepared in Construction Specification Institute (CSI) 3-part format 6-digit, 50 division format as modified by HDR and will be based on HDR master specifications
- Bidding Documents and General Conditions for the project will be EJCDC standards as modified by HDR.
- The project will be funded by the City of Fremont without the use of SRF funds or other federal or state grants or loan funds.
- Redesigns associated with City requested modifications of previously approved design development documents are not included in this Scope of Services, and shall be the basis for additional fee and schedule extension.



## Task Series 400 – Permits – As Needed

### OBJECTIVE:

- Preparation of permit applications including exhibits for execution and submittal by the City. The required permits will be determined during the 30% document development.

### HDR ACTIVITIES:

#### *Task 410 – Permit Applications*

- 411** Railroad pipeline crossing permits (Total of one pipeline crossing with a permit required)
  - Provide Application for pipeline crossing permit
  - Prepare drawing showing location plan and crossing details
- 412** Nebraska Department of Roads (total of two highway crossings with a permit required for each)
  - Nebraska Department of Roads crossing and/or ROW occupancy permit application.
  - Prepare drawing showing location plan and crossing details
- 413** Prepare transmittal letter to Nebraska Department of Environmental Quality (NDEQ).
  - Provide Application for a Permit to Construct from the NDEQ
  - Provide technical information, drawings, specifications, and design letter report.
  - Respond to comments and questions from NDEQ and incorporate as appropriate.
- 414** Prepare transmittal letter to Nebraska Department of Health and Human Services (NDHHS) and calculation of the amount of the review fee.
  - Provide technical information, drawings, specifications, and design data letter report.
  - Respond to comments and questions from NDHHS and incorporate as appropriate.

### CITY ACTIVITIES:

- Identify local codes and requirements applicable to the Project.
- Review, sign, and submit all permit applications and pay all associated fees.

### DELIVERABLES:

- Completed permit applications for execution and submittal by the City.

### KEY UNDERSTANDINGS AND ASSUMPTIONS:

- HDR's efforts are associated only with assistance on permits/approvals of permits specifically identified above.
- Preparation or investigations to address historical, archeological and wetlands issues are excluded from this Scope of Services.
- Technical analysis and/or modeling as required in support of any required Floodplain Development Permit Application are excluded from this Scope of Services. As such, Floodplain Development Permit is not included in the scope of services.
- It is assumed that the preparation of a stormwater Pollution Prevention Plan (SWPPP), required of a NPDES Construction Stormwater Permit, would be performed by the selected construction contractor. As such, the SWPPP is not included in the Scope of Services.
- The City will prepare, submit, and pay all associated fees in connection with required permits.
- Any delays caused by permitting agency reviews or redesign due to changes required by permitting agency review comments are not included in this Scope of Services, and shall be the basis for additional fee and schedule extension.



## Task Series 500 - Bidding Phase Services

### *Task 510 – Document Reproduction and Distribution*

**OBJECTIVE:**

- Distribute bidding documents to plan houses, contractors, and suppliers.

**HDR ACTIVITIES:**

- Distribute Notice to Bidders to potential contractors.
- Prepare and provide City bidding documents in electronic format for City's use for reproduction and distribution of bidding documents to plan houses, contractors, and suppliers.

**CITY ACTIVITIES:**

- City will advertise for bids with assistance from the Engineer.
- Reproduce and distribute bidding documents to plan houses, contractors and suppliers, when requested.

**DELIVERABLES:**

- Provide Electronic files of final bidding documents for the City's use in bidding.

### *Task 520 - Prebid Conference*

**OBJECTIVE:**

- Provide assistance to City at prebid conference.

**HDR ACTIVITIES:**

- Prepare agenda and conduct meeting to address pertinent items for discussion at the prebid conference including bidding requirements, regulatory requirements, site conditions, etc.
- Prepare and distribute minutes from the prebid conference to all plan holders for the project.

**CITY ACTIVITIES:**

- City will provide meeting facilities for prebid conference.
- Have pertinent City Staff and stakeholders attend prebid conference to help address questions from potential bidders

**DELIVERABLES:**

- Prebid Conference agenda.
- Prebid Conference minutes.

### *Task 530 - Document Clarification/Addenda*

**HDR ACTIVITIES:**

- Provide interpretations and answer questions concerning the bidding documents as requested by bidders.
- Develop addenda as appropriate to interpret, clarify, or expand the bidding documents in response to bidder's questions.

**DELIVERABLES:**

- Addenda items.

### *Task 540 - Bid Evaluation/Recommendation of Award*

**OBJECTIVE:**

- Provide assistance to City on bid selection

**HDR ACTIVITIES:**

- Review bids received during bid letting for inclusion of required information and correct bid price tabulation.
- Review contractor's qualifications for performing the required work.
- Evaluate the apparent lower bidders in accordance with the Contract Documents.
- Make written recommendation to the City for the award of the contract. Recommendation will be made based on the lowest responsive and responsible bid.



**CITY ACTIVITIES:**

- Provide copies of all bid documents from each bidder received during bid lettings.
- Receive, open, and tabulate bids. HDR will not attend the bid letting.
- Obtain additional information required for bid evaluation that is not included at time of bid form submission.
- Make final selection of accepted proposal.
- Issue Notice of Award.
- Furnish Bidding and Contract Forms for execution by Construction Contractor and City.
- Receive and review executed documents and review insurance certificates.

**DELIVERABLES:**

- Bid evaluation of apparent low bidders.
- Written recommendation to the City for the award of the contract.

**KEY UNDERSTANDINGS AND ASSUMPTIONS:**

- The design and bidding services are based on the preparation of one construction bidding package including the the construction of the water main extension to the proposed site, the construction of the water master meter vault, the installation of a packaged sanitary sewer lift station and the construction of the force main extension from the proposed site to the WWTP.
- HDR will prepare and distribute notice to bidders to contractors.
- The City will prepare and distribute bidding documents and addenda to contractors and plan rooms.
- The City will issue Contract Documents to Low bidder.



## **Task Series 600 - Construction Phase Services (Not included in Fee Estimate. To be added by future task order)**

### ***Task 610 – Construction Phase Office Services***

#### **OBJECTIVE:**

- Assist City in managing the construction of the project.

#### **HDR ACTIVITIES:**

- Prepare agenda and conduct preconstruction conference.
- Receive, log, review and process shop drawings and O&M manuals.
- Receive, log, review and respond to Request for Information (RFIs).
- Attend progress meetings with the City and the Contractor.
- Review Progress meeting notes as provided.
- Process Change Proposal Requests, Change Orders, Field Orders, Work Change Directives, and Pay Applications from the Contractor.
- Conduct substantial and final completion inspections
- Prepare punch-lists.
- Prepare as-recorded drawings.
- Project Management during construction phase services

#### **DELIVERABLES:**

- Preconstruction conference notes
- Reviewed Progress meeting notes as prepared by the Contractor
- Reviewed shop drawings and O&M Manuals.
- Responses to RFIs
- Processed Change Proposal Requests, Change Orders, Field Orders, Work Change Directives, and Pay Applications from the Contractor.
- Punch lists
- Recommendation of substantial completion
- Recommendation of final completion
- Record Drawings

### ***Task 620 - Construction Phase Field Services***

#### **OBJECTIVE:**

- Provide Resident Project Representative to observe work and provide daily activity reports.

#### **HDR ACTIVITIES:**

- Conduct daily site visits during construction to answer questions and/or address issues during construction.
- Relay written and/or verbal communications between the Engineer and the contractor.
- Inform the Engineer and City of construction activities and issues on a timely basis.
- Coordinate special inspection and testing services with testing services subcontractor.
- Report to the Engineer whenever work appears to be unsatisfactory, faulty, or defective, has been damaged or does not conform to the contract documents.
- Maintain orderly files of project meetings, shop drawings, contract documents, addenda, work directives, change order and progress estimates.
- Review and reconcile progress estimates with contractor in the field and coordinate with Engineer to determine payment amount.
- Assist Engineer in preparing punch list when project reaches substantial completion.
- Coordinate materials testing and review results to determine contractor compliance with the requirements of the contract documents.



- Provide weekly construction report to the City.
- Provide observation of Pre-Demonstration and Demonstration periods.

**DELIVERABLES:**

- Daily activity Reports.
- Weekly Construction Reports

**KEY UNDERSTANDINGS AND ASSUMPTIONS:**

- Activities associated with Tasks 610 and 620 are not included in the current scope of services or the fee estimates. When requested by the City, a more detailed scope of services will be developed and a subsequent Task Order developed and executed.

**EXHIBIT B**

**TERMS AND CONDITIONS**

# HDR Engineering, Inc.

## Terms and Conditions for Professional Services

### 1. STANDARD OF PERFORMANCE

The standard of care for all professional engineering, consulting and related services performed or furnished by ENGINEER and its employees under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under the same or similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

### 2. INSURANCE/INDEMNITY

ENGINEER agrees to procure and maintain, at its expense, Workers' Compensation insurance as required by statute; Employer's Liability of \$250,000; Automobile Liability insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damage; and Professional Liability insurance of \$1,000,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which ENGINEER is legally liable. OWNER shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the OWNER. ENGINEER agrees to indemnify OWNER for claims to the extent caused by ENGINEER's negligent acts, errors or omissions. However, neither Party to this Agreement shall be liable to the other Party for any special, incidental, indirect, or consequential damages (including but not limited to loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; and/or cost of capital) arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, errors or omissions, strict liability or breach of contract.

### 3. OPINIONS OF PROBABLE COST (COST ESTIMATES)

Any opinions of probable project cost or probable construction cost provided by ENGINEER are made on the basis of information available to ENGINEER and on the basis of ENGINEER's experience and qualifications, and represents its judgment as an experienced and qualified professional engineer. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, ENGINEER does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost ENGINEER prepares.

### 4. CONSTRUCTION PROCEDURES

ENGINEER's observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing work in accordance with applicable contract documents. ENGINEER shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. ENGINEER shall not be responsible for the acts or omissions of the contractor or other parties on the project. ENGINEER shall be entitled to review all construction contract documents and to require that no provisions extend the duties or liabilities of ENGINEER beyond those set forth in this Agreement. OWNER agrees to include ENGINEER as an indemnified party in OWNER's construction contracts for the work, which shall protect ENGINEER to the same degree as OWNER. Further, OWNER agrees that ENGINEER shall be listed as an additional insured under the construction contractor's liability insurance policies.

### 5. CONTROLLING LAW

This Agreement is to be governed by the law of the state where ENGINEER's services are performed.

### 6. SERVICES AND INFORMATION

OWNER will provide all criteria and information pertaining to OWNER's requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations. OWNER will also provide copies of any

OWNER-furnished Standard Details, Standard Specifications, or Standard Bidding Documents which are to be incorporated into the project.

OWNER will furnish the services of soils/geotechnical engineers or other consultants that include reports and appropriate professional recommendations when such services are deemed necessary by ENGINEER. The OWNER agrees to bear full responsibility for the technical accuracy and content of OWNER-furnished documents and services.

In performing professional engineering and related services hereunder, it is understood by OWNER that ENGINEER is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the OWNER's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the OWNER's legal and financial interests. To that end, the OWNER agrees that OWNER or the OWNER's representative will examine all studies, reports, sketches, drawings, specifications, proposals and other documents, opinions or advice prepared or provided by ENGINEER, and will obtain the advice of an attorney, insurance counselor or other consultant as the OWNER deems necessary to protect the OWNER's interests before OWNER takes action or forebears to take action based upon or relying upon the services provided by ENGINEER.

### 7. SUCCESSORS, ASSIGNS AND BENEFICIARIES

OWNER and ENGINEER, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither OWNER nor ENGINEER will assign, sublet, or transfer any interest in this Agreement or claims arising therefrom without the written consent of the other. No third party beneficiaries are intended under this Agreement.

### 8. RE-USE OF DOCUMENTS

All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by ENGINEER pursuant to this Agreement, are instruments of service with respect to the project. ENGINEER retains ownership of all such documents. OWNER may retain copies of the documents for its information and reference in connection with the project; however, none of the documents are intended or represented to be suitable for reuse by OWNER or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, and OWNER will defend, indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses, including attorney's fees, arising or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

### 9. TERMINATION OF AGREEMENT

OWNER or ENGINEER may terminate the Agreement, in whole or in part, by giving seven (7) days written notice to the other party. Where the method of payment is "lump sum," or cost reimbursement, the final invoice will include all services and expenses associated with the project up to the effective date of termination. An equitable adjustment shall also be made to provide for termination settlement costs ENGINEER incurs as a result of commitments that had become firm before termination, and for a reasonable profit for services performed.

### 10. SEVERABILITY

If any provision of this agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

### 11. INVOICES

ENGINEER will submit monthly invoices for services rendered and OWNER will make payments to ENGINEER within thirty (30) days of OWNER's receipt of ENGINEER's invoice.

ENGINEER will retain receipts for reimbursable expenses in general accordance with Internal Revenue Service rules pertaining to the support

of expenditures for income tax purposes. Receipts will be available for inspection by OWNER's auditors upon request.

If OWNER disputes any items in ENGINEER's invoice for any reason, including the lack of supporting documentation, OWNER may temporarily delete the disputed item and pay the remaining amount of the invoice. OWNER will promptly notify ENGINEER of the dispute and request clarification and/or correction. After any dispute has been settled, ENGINEER will include the disputed item on a subsequent, regularly scheduled invoice, or on a special invoice for the disputed item only.

OWNER recognizes that late payment of invoices results in extra expenses for ENGINEER. ENGINEER retains the right to assess OWNER interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within thirty (30) days from the date OWNER receives ENGINEER's invoice. In the event undisputed portions of ENGINEER's invoices are not paid when due, ENGINEER also reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this Agreement until all past due amounts have been paid in full.

## 12. CHANGES

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of this Agreement. Any proposed fees by ENGINEER are estimates to perform the services required to complete the project as ENGINEER understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. ENGINEER will inform OWNER of such situations so that changes in scope and adjustments to the time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, an equitable adjustment shall be made, and the Agreement modified accordingly.

## 13. CONTROLLING AGREEMENT

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document.

## 14. EQUAL EMPLOYMENT AND NONDISCRIMINATION

In connection with the services under this Agreement, ENGINEER agrees to comply with the applicable provisions of federal and state Equal Employment Opportunity for individuals based on color, religion, sex, or national origin, or disabled veteran, recently separated veteran, other protected veteran and armed forces service medal veteran status, disabilities under provisions of executive order 11246, and other employment, statutes and regulations, as stated in Title 41 Part 60 of the Code of Federal Regulations § 60-1.4 (a-f), § 60-300.5 (a-e), § 60-741 (a-e).

## 15. HAZARDOUS MATERIALS

OWNER represents to ENGINEER that, to the best of its knowledge, no hazardous materials are present at the project site. However, in the event hazardous materials are known to be present, OWNER represents that to the best of its knowledge it has disclosed to ENGINEER the existence of all such hazardous materials, including but not limited to asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the project site, including type, quantity and location of such hazardous materials. It is acknowledged by both parties that ENGINEER's scope of services do not include services related in any way to hazardous materials. In the event ENGINEER or any other party encounters undisclosed hazardous materials, ENGINEER shall have the obligation to notify OWNER and, to the extent required by law or regulation, the appropriate governmental officials, and ENGINEER may, at its option and without liability for delay, consequential or any other damages to OWNER, suspend performance of services on that portion of the project affected by hazardous materials until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate,

remediate, or remove the hazardous materials; and (ii) warrants that the project site is in full compliance with all applicable laws and regulations.

OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous materials, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the project site in connection with ENGINEER's services under this Agreement. If ENGINEER's services hereunder cannot be performed because of the existence of hazardous materials, ENGINEER shall be entitled to terminate this Agreement for cause on 30 days written notice. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, its officers, directors, partners, employees, and subconsultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from hazardous materials, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's sole negligence or willful misconduct.

## 16. EXECUTION

This Agreement, including the exhibits and schedules made part hereof, constitute the entire Agreement between ENGINEER and OWNER, supersedes and controls over all prior written or oral understandings. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.

## 17. ALLOCATION OF RISK

**OWNER AND ENGINEER HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING ENGINEER'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS, SO, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF ENGINEER (AND ITS RELATED CORPORATIONS, SUBCONSULTANTS AND EMPLOYEES) TO OWNER AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$100,000 OR ITS FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF ENGINEER'S SERVICES OR THIS AGREEMENT REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER ENGINEER'S COMMERCIAL GENERAL LIABILITY INSURANCE POLICY.**

## 18. LITIGATION SUPPORT

In the event ENGINEER is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which ENGINEER is not a party, OWNER shall reimburse ENGINEER for reasonable costs in responding and compensate ENGINEER at its then standard rates for reasonable time incurred in gathering information and documents and attending depositions, hearings, and trial.

## 19. UTILITY LOCATION

If underground sampling/testing is to be performed, a local utility locating service shall be contacted to make arrangements for all utilities to determine the location of underground utilities. In addition, OWNER shall notify ENGINEER of the presence and location of any underground utilities located on the OWNER's property which are not the responsibility of private/public utilities. ENGINEER shall take reasonable precautions to avoid damaging underground utilities that are properly marked. The OWNER agrees to waive any claim against ENGINEER and will indemnify and hold ENGINEER harmless from any claim of liability, injury or loss caused by or allegedly caused by ENGINEER's damaging of underground utilities that are not properly marked or are not called to ENGINEER's attention prior to beginning the underground sampling/testing.

## **REIMBURSEMENT AND INDEMNIFICATION AGREEMENT**

This Reimbursement and Indemnification Agreement (the "Agreement") is made and entered into on this 25<sup>th</sup> day of May, 2016, between the City of Fremont, a municipal political subdivision of the State of Nebraska ("City"), whose address for the purposes of this Agreement is 400 E Military Ave, Fremont NE 68025, and Costco Wholesale Corporation, a Washington corporation ("Costco"), whose address for the purposes of this Agreement is 999 Lake Drive, Issaquah, WA 98027.

### **PRELIMINARY STATEMENT**

The City has agreed to begin the process of engaging the services of third-party engineers in connection with the design and specifications for the installation and construction of water and sanitary sewer line extensions required to service the real property south of the City in the general locations depicted on the attached Exhibit "A" (the "Utility Extensions") to be owned by Costco and developed as an agricultural and industrial processing facility. Costco has agreed to reimburse and indemnify the City for its out-of-pocket expenses in connection with the engineering services related to the design and specifications necessary for the installation and construction of Utility Extensions, subject to the terms and conditions set forth below.

### **TERMS AND CONDITIONS**

Now, therefore, in consideration of the foregoing Preliminary Statement which is included herein by this reference and the mutual covenants of the parties hereto, it is agreed as follows:

1. Costco shall reimburse the City for its out-of-pocket expenses in connection with the engineering/design/specifications, not to exceed \$195,825 for services related to the Utility Extensions. Costco shall pay the City within thirty (30) days of its receipt of an invoice from the City, including a commercially reasonable level of detail describing the service provider, the service provided, and the costs related thereto. If Costco (a) elects to discontinue its pursuit of the agricultural and industrial processing facility, and (b) notifies the City (in writing) of such election, then Costco shall only be responsible for the City's out-of-pocket expenses that accrued prior to the City's receipt of Costco's notice (not to exceed \$195,825 in any event).

2. Costco hereby agrees to indemnify and hold City harmless from and against any and all liabilities, expenses including reasonable attorneys' and engineers' fees, orders, lawsuits, causes of actions, claims, damages, costs, penalties, fines, interest and demands whatsoever suffered, threatened against, or paid, or incurred by City in connection with, or arising from, Costco's failure to reimburse the City.

3. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties.

4. All notices or other communications required or permitted by this Agreement shall be in writing and in all cases addressed to the party at the location or address indicated above. Such notice shall be considered to be properly given by and received by a party (i) whenever delivered in person, or (ii) on the date a return receipt is signed by a party when sent by certified mail, regardless of when received or delivered. A party shall have the right to change its address for notice or other communication to any other person or location within the continental United States by giving prior written notice to the other party.

5. This Agreement may be executed in counterparts, each of which will be deemed an original and all of which together will constitute one agreement. Each counterpart may be delivered by facsimile or computer-scanned image transmission. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon provided such signature page is attached to any other counterpart identical thereto.

6. No amendment of this Agreement shall be valid unless it is in writing and is signed by the parties or by their duly authorized representatives, and unless it specifies the nature and extent of the amendment.

7. The City and Costco each agree to abide by all federal, state, and local laws, statutes, ordinances and regulations governing the activities discussed herein. Costco shall comply with, and indemnify the City against any violations of applicable regulations promulgated by the Environmental Protection Agency or other government agencies regulating any activities engaged in by Costco.

8. This Agreement, and the rights and duties of the parties arising from or relating in any way to the terms, covenants, or conditions of this Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Nebraska.

IN WITNESS WHEREOF, this Agreement was executed on the date as first written hereinabove.

**COSTCO WHOLESALE CORPORATION**

**CITY OF FREMONT, NEBRASKA,**

a Washington corporation

a municipal political subdivision of the State of Nebraska,

By: \_\_\_\_\_

By: \_\_\_\_\_

Scott Getzschman, Mayor

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST

APPROVED AS TO FORM

\_\_\_\_\_  
Tyler Ficken, City Clerk

\_\_\_\_\_  
Paul Payne, City Attorney

Exhibit "A"

Proposed site



RESOLUTION NO. \_\_\_\_\_

**A Resolution of the City Council of the City of Fremont, Nebraska, approving a reimbursement and indemnification agreement with Costco Wholesale for out-of-pocket expenses related to the engineering and design services in an amount not to exceed \$195,825.**

WHEREAS, the City of Fremont, Department of Utilities has engaged HDR Inc. to engineer and design the installation of water and sanitary sewer line extensions required to service real property (south of the City) to be owned by Costco; and,

WHEREAS, Costco shall reimburse the Department of Utilities for its out-of-pocket expenses in connection with the engineering and design; and

WHEREAS, should Costco elect to discontinue acquisition of the real property, south of the City, Costco shall only be responsible for the out-of-pocket expenses that accrued prior to Costco's election of discontinuance, not to exceed \$195,825; and

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council accept the recommendation of the Board of Public Works and approve the reimbursement and indemnification agreement with Costco Wholesale for out-of-pocket expenses related to the engineering and design services in an amount not to exceed \$195,825.

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

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**Recommendation:**

1) Hold final reading.

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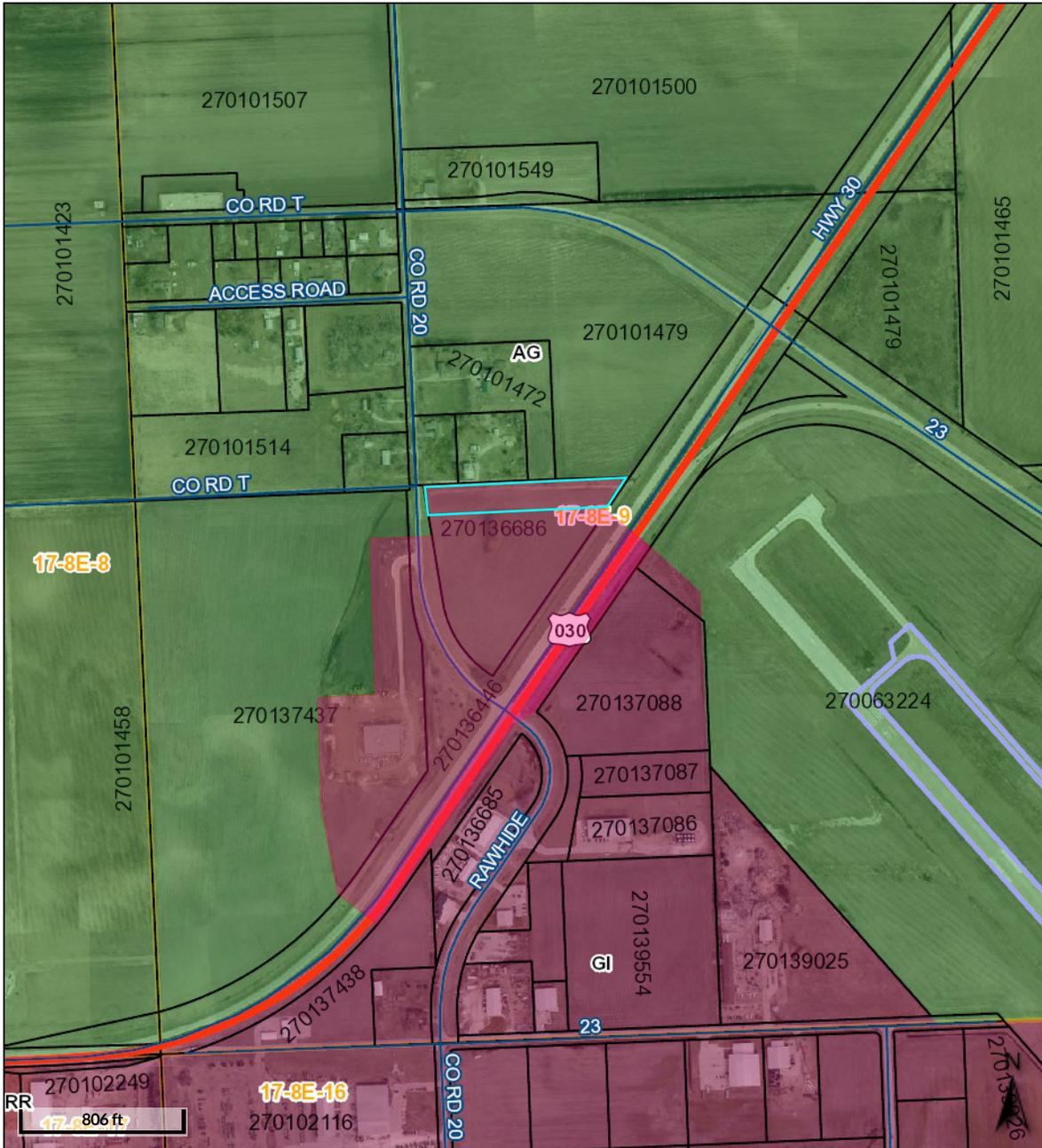
**Background:** The agent for the owner of approximately 2.2 acres located at 3000 N Co. Rd. 20, Dodd Engineering & Surveying, LLC, is requesting approval of a zoning change from GI General Industrial to LI Limited Industrial. The reason for the request is to reduce the bufferyard requirement otherwise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

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Scott Getzschman, Mayor

ATTEST:

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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

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**Recommendation:**

1) Hold final reading.

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**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\_\_\_\_.

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Scott Getzschman, Mayor

ATTEST:

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Tyler Ficken, City Clerk

## STAFF REPORT

**TO:** Honorable Mayor and City Council

**FROM:** Justin Zetterman, City Engineer

**DATE:** May 16, 2016

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

Recommendation - Hold Third Reading of the Ordinance & Make Motion to Approve or Deny Change to 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 16, 2016

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

Recommendation – Move to Continue Ordinance until the June 14<sup>th</sup> Meeting

**Updated Information:** *On May 17, 2016, City Staff met with local developers, contractors, engineers, surveyors, the Mayor and members of the City Council to discuss this ordinance change. The various options were discussed and the need for the change was reiterated due to the problems caused by standing water as well as the fact that we have a stagnant water ordinance that the standing water may violate. The meeting was ended with the decision to table the introduction of the ordinance until the June 14<sup>th</sup> meeting to provide time for both the development community and City Staff to develop cost estimates of the various options. City Staff has begun this process.*

**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 27<sup>th</sup> & 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.

*5/16/2016 - NOTE – The 2<sup>nd</sup> sentence of the ordinance in the first paragraph under SECTION V – H. LOT DRAINAGE has been changed to: **This shall be achieved by one or more of the following methods:** This addition was made to provide better clarity that options are available and that only one method listed is necessary if it meets the goal of draining the lots. As the ordinance has not been introduced and the first reading held, no amendment is necessary.*

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. This shall be achieved by one of the following described methods:

- 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. This shall be achieved by one or more of the following methods:**

- 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: Justin Zetterman, City Engineer

DATE: May 20, 2016

SUBJECT: Contract amendment with Olsson Associates for additional work to be completed as a part of the design of the Fremont Pedestrian Signal Project.

Recommendation: Amend contract with Olsson Associates to include additional costs.

**Background:** The City of Fremont entered into the original Letter of Agreement for Engineering Design Services with Olsson Associates on January 29, 2013. The original agreement was for six signals located around the City. On March 31, 2015, the City Council approved an amendment to the original agreement for the addition of a signal on East Military Avenue. Since that time, final coordination of the plans has taken place and a few changes are required to address work done on last year's Broad Street widening project, changes to City details and the largest change – relocating the proposed new signal in front of the Clarmar School. The proposed change to the signal near 19<sup>th</sup> & Clarmar affected the sidewalks and entrance to the school. I presented these changes to Russ Koch with the Fremont Public Schools earlier this year and after review, they requested that the location as designed be moved west beyond their drop off drive paralleling 19<sup>th</sup> Street. These changes will require additional survey, design and plan updates.

**Background:** The fiscal impact of this change is an amount not to exceed \$6,960. The original design contract was for \$42,900 and the first amendment was for \$9,925. The funding for this project will come out of the Street Fund.

RESOLUTION NO. \_\_\_\_\_

**A Resolution of the City Council of the City of Fremont, Nebraska, to amend the professional services agreement with Olsson Associates to include additional work for the Fremont Pedestrian Signal Project.**

WHEREAS, The City of Fremont is currently under contract with Olsson Associates for the design of the Fremont Pedestrian Signal Project,

WHEREAS, Additional work to be completed by Olsson Associates, in the sum of \$6,960, is necessary to make changes and updates to the plans due to changes to existing conditions and at the request of the Fremont Public Schools,

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council be and are authorized to enter into an amendment to the original professional services agreement with Olsson Associates for the Fremont Pedestrian Signal Project.

PASSED AND APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2016

\_\_\_\_\_  
SCOTT GETZSCHMAN, MAYOR

ATTEST:

\_\_\_\_\_  
TYLER FICKEN, CITY CLERK

## STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: David Goedeken, Public Works Director

DATE: May 26, 2016

SUBJECT: Ridge Road Trail Contract

Recommendation: Award Contract to J&R Concrete and Construction, LLC, contingent on concurrence by the Nebraska Game and Parks Commission

Background: May 24, 2016 at 2:00 pm, bids were accepted and opened for the project: Ridge Road Trail and Hormel Loop. This project consists of the construction of an 8' wide trail from the entrance to the State Park, just south of West Military Avenue to Hormel Park. J&R Concrete and Construction, LLC provided a bid of \$612,064.15 for this project. Concurrence from the Nebraska Game and Parks Commission is required prior to award of project.

J&R Concrete & Construction	\$612,064.15
Sawyer Construction Company	\$796,783.00
Abat Lerew Construction, LLC	\$881,990.03

Fiscal Impact: The bid for this project came in at 612,064.15 and is partially funded by a grant from the Nebraska Game and Parks Commission an amount up to \$271,514.00.

RIDGE ROAD TRAIL  
FREMONT, NEBRASKA - 2016

OLSSON  
ASSOCIATES

Item No.	CONTRACTOR ITEM	UNIT	QTY.	J&R Concrete & Const. LLC Fremont, Nebraska		Sawyer Construction Co. Fremont, Nebraska		Abet Lerew Const. LLC Sutton, Nebraska	
				Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
	Project improvements include approx 14,250 feet of 8-foot wide concrete trail with an alternate for approx 600 feet 8-foot wide concrete trail.								
	<b>BID SECTION A - TRAIL IMPROVEMENTS</b>								
1	Mobilization	LS	1	\$37,038.00	\$37,038.00	\$42,000.00	\$42,000.00	\$19,499.98	\$19,499.98
2	General Clearing & Grubbing	LS	1	22,440.00	22,440.00	25,000.00	25,000.00	14,791.38	14,791.38
3	Traffic Control	LS	1	6,367.00	6,367.00	10,000.00	10,000.00	739.57	739.57
4	Remove Fence	LF	20	26.50	530.00	20.00	400.00	12.32	246.40
5	Remove and Relocate Mailbox	EA	19	179.00	3,401.00	165.00	3,135.00	8.62	163.78
6	Remove and Relocate Sign	EA	6	115.00	690.00	150.00	900.00	30.81	184.86
7	Remove and Relocate Fence	LF	50	43.00	2,150.00	25.00	1,250.00	12.32	616.00
8	Remove Pole and Salvage to Property Owner	EA	1	350.00	350.00	200.00	200.00	92.45	92.45
9	Remove Sign and Salvage to Property Owner	EA	1	250.00	250.00	200.00	200.00	61.63	61.63
10	Excavation (Established City)	CY	1,303	8.00	10,424.00	17.00	22,151.00	9.79	12,756.37
11	Embankment (Established Qty)	CY	1,702	11.00	18,722.00	19.50	33,189.00	13.55	23,082.10
12	Overexcavation	CY	500	8.00	4,000.00	17.00	8,500.00	9.55	4,775.00
13	Aggregate Subbase	TN	650	18.50	12,025.00	49.00	31,850.00	21.63	14,069.50
14	3" Concrete Driveway, Class 47B-3500	SY	813	45.00	36,585.00	50.00	40,850.00	54.13	44,007.69
15	6" Concrete Trail, Class 47B-3500	SY	12,420	31.75	394,335.00	38.00	484,360.00	54.13	672,294.60
16	6" Imprinted Concrete, Class 47B-3500	SF	60	19.00	1,140.00	25.00	1,500.00	6.16	369.60
17	Concrete Header, Class 47B-3500	LF	253	4.50	1,138.50	25.00	6,325.00	32.04	8,106.12
18	Combination Concrete Curb and Gutter, Class 47B-3500	LF	252	12.00	3,024.00	35.00	8,820.00	32.04	8,074.08
19	Steel Reinforcement for Concrete Trail	LB	170	2.50	425.00	5.00	850.00	4.93	838.10
20	Detectable Warning Panel	SF	80	14.40	1,152.00	32.00	2,560.00	1.66	132.80
21	12" Culvert	LF	90	23.75	2,137.50	55.00	4,950.00	29.27	2,634.30
22	18" Culvert	LF	28	54.00	1,512.00	75.00	2,100.00	65.26	1,827.28
23	48" Culvert	LF	8	644.00	5,152.00	350.00	2,800.00	793.80	6,350.40
24	Headwall	EA	1	1,920.00	1,920.00	5,200.00	5,200.00	1,848.92	1,848.92
25	Drain Basin	EA	2	2,250.00	4,500.00	2,800.00	5,600.00	2,773.38	5,546.76
26	Riopak	TN	16	115.00	1,840.00	100.00	1,600.00	141.75	2,268.00
27	Crosswalk	LF	120	3.75	450.00	12.00	1,440.00	0.96	43.20
28	Bikeway Centerline	LF	3,729	0.85	3,169.65	2.00	7,458.00	0.36	1,342.44
29	Signage - Stop Sign (R1-1)	EA	5	490.00	2,450.00	500.00	2,500.00	51.45	257.25
30	Signage-Bike and Pedestrian Crossing (W11-1)	EA	3	490.00	1,470.00	500.00	1,500.00	90.42	271.26
31	Signage-Trail X-ING	EA	3	335.00	1,005.00	500.00	1,500.00	50.03	150.09
32	Ballard	EA	5	385.00	1,925.00	650.00	3,250.00	554.67	2,773.35
33	Rectangular Block Retaining Wall	SF	255	21.50	5,482.50	25.00	6,375.00	30.81	7,856.55
34	Silt Fence	LF	5,000	2.50	12,500.00	2.25	11,250.00	2.46	12,300.00
35	Seeding Type 'B'	AC	7	1,550.00	10,850.00	2,200.00	15,400.00	1,684.03	11,684.21
	<b>TOTAL BID SECTION A:</b>				\$612,064.15		\$796,783.00		\$381,990.03
	<b>BID SECTION B - PAVEMENT &amp; DRAINAGE IMPR</b>								
1	Remove Pavement	SY	63	\$15.75	\$992.25	\$25.00	\$1,575.00	\$18.42	\$1,160.46
2	9" Concrete Pavement, Class 47B-3500	SY	63	45.00	2,835.00	100.00	6,300.00	40.95	2,579.85
3	24" Culvert	LF	100	96.10	9,610.00	85.00	8,500.00	112.43	11,243.00
4	Remove Culvert Pipe	LF	40	49.75	1,990.00	50.00	2,000.00	58.20	2,328.00
	<b>TOTAL BID SECTION B:</b>				\$15,427.25		\$18,375.00		\$17,311.31
	<b>BID SECTION C - TRAIL LOOP</b>								
1	6" Concrete Trail, Class 47B-3500	SY	554	\$37.00	\$20,498.00	\$50.00	\$33,240.00	\$29.29	\$16,226.65
	<b>TOTAL BID SECTION C:</b>				\$20,498.00		\$33,240.00		\$16,226.65
	Substantially Complete On or Before:			October 1, 2016		October 1, 2016		October 1, 2016	
	Atteridas			November 1, 2016		November 1, 2016		November 1, 2016	
	Bid Guarantee:			May 19, 2016		May 19, 2016		May 19, 2016	
	Remarks:			Cashier's Check		5% Bid Bond		5% Bid Bond	
				Discrepancy in Calculating		Discrepancy in Calculating		Discrepancy in Calculating	

**RESOLUTION NO. \_\_\_\_\_**

**A Resolution of the City Council of the City of Fremont, Nebraska accepting and awarding the bid of J&R Concrete and Construction, LLC for the construction of the Ridge Road Trail and Hormel Loop project located along Ridge Road from West Military Avenue to Hormel Park in the amount of \$612,064.15**

**WHEREAS,** Sealed bids were publicly opened, read and tabulated in the Council Chambers on the 24<sup>th</sup> day of May, 2016, at the hour of 2:00 pm; and

**WHEREAS,** The Public Works Director, has reviewed the bids received and recommends that the bid of J&R Concrete and Construction, LLC be accepted as the best bid for the Ridge Road Trail and Hormel Loop project.

**NOW, THEREFORE BE IT RESOLVED,** that the Mayor and City Council accept the recommendation of the Public Works Director and approve the award for reconstruction of Ridge Road Trail and Hormel Loop in the amount of \$612,064.15.

PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016

\_\_\_\_\_  
SCOTT GETZSCHMAN, MAYOR

ATTEST:

\_\_\_\_\_  
TYLER FICKEN  
CITY CLERK



May 26, 2016

City of Fremont  
Attn: Justin Zetterman  
400 East Military  
Fremont, Nebraska 68025-5141

Re: Ridge Road Trail  
Fremont, Nebraska - 2016  
OA Project No. 013-3260

Dear Mr. Zetterman:

Bids for the above referenced project were received and opened on May 24, 2016. A total of three (3) bids were submitted and have been reviewed.

After review of the bids, it is our recommendation that Notice of Award be given to the apparent low bidder, J&R Concrete & Construction LLC, in the contract amount as shown below:

- Bid Section A – Trail Improvements \$612,064.15
- Bid Section B – Paving & Drainage Improvements \$ 15,427.25
- Alternate Bid Section C – Trail Loop \$ 20,498.00

Upon your approval, and upon concurrence with the Nebraska Game & Parks Commission, we will commence with the processing of the contract for the project.

Please do not hesitate to call with any questions, comments, or if any further information or documentation is required.

Sincerely,

A handwritten signature in black ink that reads "Justin R. Stark".

Justin R. Stark, P.E.

F:\PROJECTS\013-3260\COMMUNICATIONS\CORSP\16-05-26\_PBIN\_LRECOMMEND AWARD TO OWNER.DOC

## STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: David Goedeken, Public Works Director

DATE: May 26, 2016

SUBJECT: Award Contract for construction of Sewer District 703-15

Recommendation: Approve Resolution
------------------------------------

Background: Bids were received and opened for this project on May 26, 2016. This project is for the construction of a public sewer main in the alley between 16<sup>th</sup> and 17<sup>th</sup> Street, Between Main Street and Park Street. Two bids were received, Yong Construction was the low bidder, with a bid of \$68,582.00. The engineer's estimate for the work was \$71,000.00

Yong Construction	\$68,582.00
Thompson Construction	\$77,880.00

Fiscal Impact: This project is a Sewer District and will be assessed to the abutting property owners.

# PROPOSAL

SANITARY SEWER DISTRICT NO. 703-15

16th Street to 17th Street

Between Main Street and Park Avenue

ITEM NO.	CONTRACTORS	Thompson Construction, Inc		Yong Construction		
		QTY	Unit Price	Extended Price	Unit Price	Extended Price
1	Mobilization	1	LS 2500.00	2500.00	5000.00	5000.0
2	Barricading :& Traffic Control	1	LS 1000.00	1000.00	1000.00	1000.0
3	Remove Pavement	187	SY 10.00	1870.00	10.00	1870.0
4	Remove Sidewalk	112	SF 2.00	224.00	1.00	112.0
5	Remove Ex. 6" V.C.P	385	LF 7.00	2695.00	10.00	3850.0
6	Remove Existing Cleanup	2	EA 400.00	800.00	100.00	200.0
7	Plug Existing Sewer 6" Dia.	1	EA 250.00	250.00	200.00	200.0
8	Class B Gravel Bedding	461	LF 9.00	4149.00	10.00	4610.0
9	Build 8" C900 Sewer Main	30	LF 40.00	1200.00	50.00	1500.0
10	Build Standard Manhole	2	EA 5800.00	11600.00	2000.00	4000.0
11	Build 8" SDR 35 PVC Sewer Main	431	LF 35.00	15085.00	50.00	21550.0
12	Build Wye	20	EA 225.00	4500.00	200.00	4000.0
13	Connect to Existing Manhole	1	EA 800.00	800.00	500.00	500.0
14	Reconnect Existing Service	16	EA 400.00	6400.00	200.00	3200.0
15	Build 8" P.C. Concrete Pavement	37	SY 100.00	3700.00	40.00	1480.0
16	Build 7" P.C. Concrete Pavement With 2" Asphalt Overlay	81	SY 120.00	9720.00	100.00	8100.0
17	Build 7" P.C. Concrete Pavement	69	SY 95.00	6555.00	50.00	3450.0
18	Build 6" P.C. Concrete Sidewalk	112	SF 11.00	1232.00	5.00	560.0
19	Crush Rock Surfacing	60	TONS 35.00	2100.00	40.00	2400.0
20	Cleanup and Erosion Control	1	LS 1500.00	1500.00	1000.00	1000.0
<b>TOTAL BID</b>				<b>\$77,880.00</b>		<b>\$68,582.00</b>

**RESOLUTION NO. \_\_\_\_\_**

**A Resolution of the City Council of the City of Fremont, Nebraska accepting and awarding the bid Yong Construction for the construction of Sewer District 703-15, in the Alley between 16<sup>th</sup> and 17<sup>th</sup> Streets, and Main Street and Park Avenue in the amount of \$68,582.00**

**WHEREAS,** Sealed bids were publicly opened, read and tabulated in the Council Chambers on the 26<sup>th</sup> day of May, 2016, at the hour of 10:00 am; and

**WHEREAS,** The Public Works Director, has reviewed the bids received and recommends that the bid of Yong Construction be accepted as the best bid for Sewer District 703-15

**NOW, THEREFORE BE IT RESOLVED,** that the Mayor and City Council accept the recommendation of the Public Works Director and approve the award for construction of Sewer District 703-15 in the amount of \$68,582.00.

PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016

\_\_\_\_\_  
SCOTT GETZSCHMAN, MAYOR

ATTEST:

\_\_\_\_\_  
TYLER FICKEN  
CITY CLERK

## STAFF REPORT

**TO:** Honorable Mayor and City Council  
**FROM:** David Goedeken, P.E., Director of Public Works  
**DATE:** May 25, 2016  
**SUBJECT:** Request waiver of minimum drive approach radius at 1313 East 4<sup>th</sup> Street.

**Recommendation:** Move to approve waiver of minimum drive approach radius.

**Request:** C.R. Menn Construction, on behalf of the owner, has requested a waiver of the minimum driveway approach radius.

**Background:** A new drive has been constructed at 1313 East 4<sup>th</sup> Street. In an effort to construct as wide a drive as possible, the edge of drive is at, or nearly at, the property line. The space between the edge of drive and the property line is less than the city standard of 5 feet standard drive radius. City policy does not allow the owner to construct the drive radius past the extended property line.

In this case Staff discovered the oversight after the drive had been constructed, and the owner has made the request for a waiver.

The Department recommends as follows:

- Staff recommends approval of the request for waiver of the minimum drive approach radius and allow the drive approach to remain as constructed.

This site is located entirely inside the city limits of Fremont.

CITY OF

# FREMONT

NEBRASKA PATHFINDERS

## SIDEWALK/APPROACH PERMIT APPLICATION

400 East Military Ave Fremont NE 68025

402-727-2638 402-727-2659 Fax

www.fremontne.gov

Date \_\_\_\_\_

Permit # 16-156

Address of Project 1313 E 4<sup>th</sup> street

Property Owner Name MENN

### APPROACH

The undersigned respectfully represents that he/she is the agent of the owner of the property listed above and requests permission to construction a Driveway Entrance 11 feet wide connecting to a street with Concrete surface, either by paving, curb and guttering or installing a culvert to serve the above lot after the proper elevations have been determined by the City Engineer. I agree to construct said driveway not exceeding the maximum allowable code width of 32 feet in accordance with the provisions set out in the Ordinances of the City of Fremont, Nebraska.

Approach Fee \$ 20.00

### SIDEWALK

The undersigned respectfully represents that he/she is the owner or agent of the owner of property listed above and requests permission to construct a sidewalk 30 feet long, after the City Engineer has established the line and grade. I agree to construct said sidewalk in accordance with the provisions of Section 8-409 and 8-410 of the Fremont Municipal Code and other ordinances of the City of Fremont, Nebraska. This permit shall be good for 180 days.

Sidewalk Fee \$ 10.00

CONTRACTOR Chris Menn C-TR Menn Concrete

Phone Number \_\_\_\_\_ Email \_\_\_\_\_

I certify no work will be done except as described above or on accompanying plans. All work will be performed in compliance with all codes and ordinances of the City of Fremont. I am aware and certify that an inspection will be requested prior to pouring any sidewalk and/or approach.

Applicant Name (print clearly) Chris Menn

Signature [Handwritten Signature]

## STAFF REPORT

**TO:** Honorable Mayor and City Council

**FROM:** David Goedeken, P.E., Director of Public Works

**DATE:** May 25, 2016

**SUBJECT:** Request to build an over width driveway and 15 foot approach radii at 2005 North Somers Ave, Nebraska Irrigated Seeds.

**Recommendation:** Move to deny over width driveway, approve 15 foot approach radii.

**Request:** J & R Concrete, on behalf of Nebraska Irrigation, has requested an over width drive entry at 2005 North Somers Ave. The permit application also indicates an approach radius of 15 feet.

**Background:** There is an existing approach at this location that is approximately 24 feet in width. The owner would like to widen the approach to 40 feet with 15 foot radius flare outs.

The City of Fremont Municipal Code Section 8-501 allows a maximum width driveway of 32 feet, and states that driveway widths in excess of 32 feet shall require approval of the Public Works Director and the City Council. City standards also limit the radius of the approaches to be 5 foot maximum.

The Department recommends as follows:

- Staff recommends approval of the request for 15 foot radius approaches, as this will provide a greater turning area for vehicles entering and exiting the property.
- Staff recommends denial of the request for the 40 foot wide drive, and recommends instead the proposed width be reduced to 32 feet in width to meet City Code.

This site is located entirely inside the city limits of Fremont.

CITY OF

# FREMONT

NEBRASKA PATHFINDERS

## SIDEWALK/APPROACH PERMIT APPLICATION

400 East Military Ave Fremont NE 68025

402-727-2638 402-727-2659 Fax

www.fremontne.gov

Date 5-16-16

Permit # \_\_\_\_\_

Address of Project 2005 N Somers St

Property Owner Name Nebraska Irrigated Seed

### APPROACH

The undersigned respectfully represents that he/she is the agent of the owner of the property listed above and requests permission to construction a Driveway Entrance 40 feet wide connecting to a street with asphalt surface, either by paving, curb and guttering or installing a culvert to serve the above lot after the proper elevations have been determined by the City Engineer. I agree to construct said driveway not exceeding the maximum allowable code width of 32 feet in accordance with the provisions set out in the Ordinances of the City of Fremont, Nebraska.

Approach Fee \$ ?

### SIDEWALK

The undersigned respectfully represents that he/she is the owner or agent of the owner of property listed above and requests permission to construct a sidewalk 180 feet long, after the City Engineer has established the line and grade. I agree to construct said sidewalk in accordance with the provisions of Section 8-409 and 8-410 of the Fremont Municipal Code and other ordinances of the City of Fremont, Nebraska. This permit shall be good for 180 days.

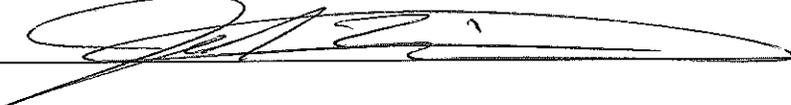
Sidewalk Fee \$ ?

CONTRACTOR J & R Concrete & Construction, LLC

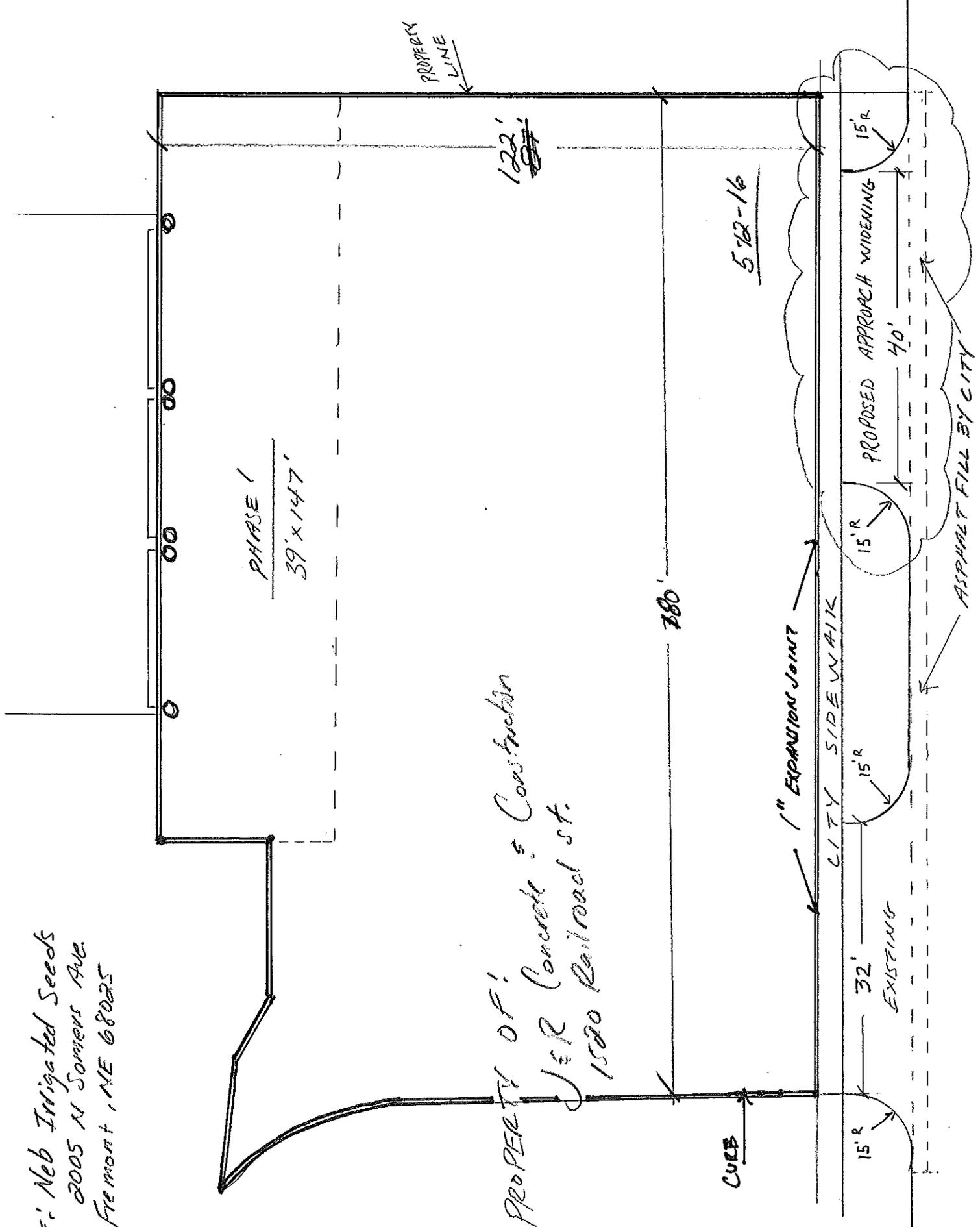
Phone Number 402-720-5001 Email Josh@Jrcc.com

I certify no work will be done except as described above or on accompanying plans. All work will be performed in compliance with all codes and ordinances of the City of Fremont. I am aware and certify that an inspection will be requested prior to pouring any sidewalk and/or approach.

Applicant Name (print clearly) Josh Fickbohm

Signature 

PROJECT: Neb Irrigated Seeds  
2005 N Somers Ave  
Fremont, NE 68025



PROPERTY OF:  
J&R Concrete & Construction  
1520 Railroad St.

NOTE: NOT TO SCALE

## STAFF REPORT

**TO:** Honorable Mayor and City Council  
**FROM:** David Goedeken, P.E., Director of Public Works  
**DATE:** May 26, 2016  
**SUBJECT:** Request waiver of drive approach encroachment at 2449 East 16<sup>th</sup> Street.

**Recommendation:** Consider waiver of drive approach encroachment.

**Request:** Paul Marsh on behalf of the owner has requested a waiver of the drive approach encroachment at 2449 East 16<sup>th</sup> Street.

**Background:** A new drive is being constructed at 2449 East 16<sup>th</sup> Street. In an effort to construct as wide a drive as possible, the edge of drive is at, or nearly at, the property line. The space between the edge of drive and the property line is less than the city standard of 5 feet standard drive radius. City policy does not allow the owner to construct the drive radius past the extended property line.

The applicant has requested permission to build the radius to city standards which would extend the approach radius past the property line into the neighboring property owner's frontage.

This site is located entirely inside the city limits of Fremont.

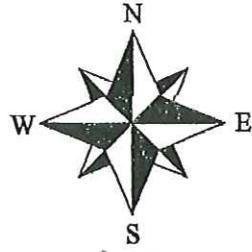
--  
 Danny Martinez, RLS  
 Apex Land Surveying, LLC  
 125 N. Clamar Ave.  
 Fremont, NE 68025  
 402-720-9339 office/mobile  
[danm.surveying@gmail.com](mailto:danm.surveying@gmail.com)

# PROPOSED SITE PLAN

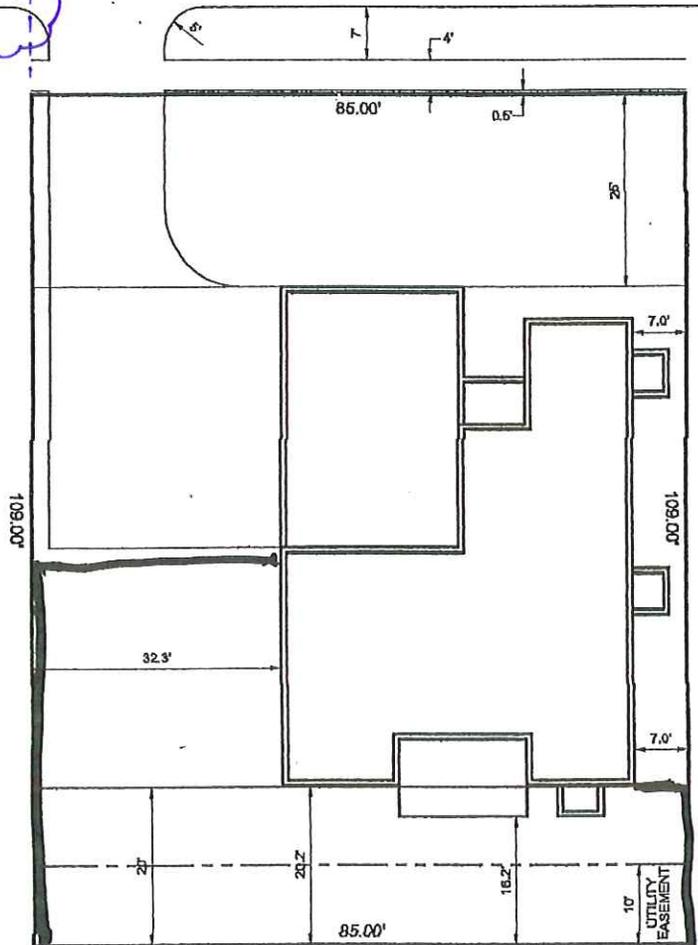
LOT 14, BLOCK 1, HERITAGE SQUARE SUBDIVISION  
 CITY OF FREMONT, DODGE COUNTY, NEBRASKA

*AREA OF ENCROACHMENT*

16TH STREET



SCALE: 1" = 20'



*6' fence  
 wood*

**APEX**  
**LAND SURVEYING, LLC**

Danny Martinez, RLS  
 125 N. Clamar Ave.  
 Fremont, Nebraska 68025  
 (402) 720-9339 Office / Mobile  
[danm.surveying@gmail.com](mailto:danm.surveying@gmail.com)

Client:		Paul Marsh	
Date:	04/13/2016	Project No.:	Marsh-L14-B1-HeritageSquare-Fremont
Scale:	1" = 20'	Drawing File:	Marsh-L14-B1-HeritageSquare-Fremont.dwg
Sheet:	1 of 1	Issue No.:	1

## STAFF REPORT

**TO:** Honorable Mayor and City Council

**FROM:** Justin Zetterman, PE, City Engineer

**DATE:** May 20, 2016

**SUBJECT:** Request for the use of river rock or other landscape rock surface between the back of curb and sidewalk within the public right-of-way.

**Recommendation – Move to deny request and require the installation of grass**

**Background:** Low Income Ministry of Fremont, 549 N H Street, has requested that they be allowed to replace the existing grass/dirt area between H Street and the sidewalk along their parking lot with river rock or some other landscape rock surfacing for ease of maintenance. They have proposed to install a pervious weed stop fabric below the rock. It is staff's opinion that we want to encourage the use of some kind of turf grass/plantings within the ROW in all practical situations. The grass provides the benefits of aiding with the infiltration of stormwater runoff and a minor amount of filtering and slowing of the runoff before it hits the streets. As we all know, stormwater runoff is a critical concern in Fremont and every bit of pervious grass area we lose, no matter how small, increases the volume of runoff.

In this instance, the landscaping type river rock does not result in the same impervious coverage you would have from allowing the pouring of concrete or the use crushed rock and gravel that consolidates and compacts over time. The problem seen by staff is that the precedent of allowing rock in this situation, regardless of how benign, potentially means that it could be allowed in other locations where over time or through installation, that relatively pervious landscaping rock gets replaced by a more impervious crushed rock. We see locations around town where people put rock behind the curb returns on their driveways to effectively widen the driveways and then drive over the curbs. This practice can work to circumvent our driveway ordinances and lead to damage of the curbing. Some amount of the rock undoubtedly finds its way into the street and potentially into our storm sewers, degrading the capacity and function. Beyond the stormwater benefits, this requirement for a grassed area helps to delineate the travel way of driveways and access to private lots much more effectively than rock.

**Fiscal Impact:** There is no fiscal impact to the City.



716

270002709

270002656

723

549 N H Street

17-0E-23

Area of Request

30

270002758

270002744

270002751

270002765

7

RESOLUTION NO. \_\_\_\_\_

**A Resolution of the City Council of the City of Fremont, Nebraska approving occupation of the public right-of-way at 415 North Main Street.**

WHEREAS, Mark Guillatt, owner of 415 North Main Street, wishes to utilize the public right-of-way for the construction of an ADA accessible entrance ramp and landing as well as raised outdoor seating.

WHEREAS, The proposed outdoor seating will be raised above existing sidewalk elevation and separated from the walkable path by a 3' fence.

BE IT RESOLVED, That the governing body of the City of Fremont, Nebraska approves the occupation of the public right-of-way at 415 North Main Street by Mark Guillatt for construction of an ADA accessible entrance ramp and landing as well as the installation and use of raised outdoor seating separated from the walkable path by a 3' tall fence with the following findings and/or condition:

1. The City Council finds that said improvements are not injurious to public health, safety and welfare of the City.
2. The applicant shall provide a public liability coverage in the amount of \$1,000,000 for encroachment of the public right-of-way and the City shall be named as additional insured.
3. The City Council may, at any time, order any encroachment, for which the permission was granted removed. The owner of such items shall comply within sixty (60) days from the date of the City Council order and the owner shall pay all expenses of removing said encroachment and restoring the sidewalk to its original grade.
4. Resolution 2016-25 for the same property is hereby repealed.

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, Director of Finance  
**DATE:** May 27, 2016  
**SUBJECT:** Amend Food and Beverage Occupation Tax

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**Recommendation:** 1. Move to introduce Ordinance to amend Food and Beverage Occupation Tax. 2. Move to suspend rules and place Ordinance on final reading to amend Food and Beverage Occupation Tax. 3. Vote on Ordinance.

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**Background:** The City Council passed Ordinance 5343 on August 11, 2015 imposing a food and beverage occupation tax at a rate of one and three-quarter (1.75) percent on applicable sales. Based on historical estimates provided by the Nebraska Department of Revenue of sales possibly subject to the tax of \$36 million annually, this rate was estimated to generate \$630,000, below the \$700,000 lid imposed by state statute.

Since implementation of the tax, which was effective October 1, 2015, actual receipts have exceeded projections. If year-to-date receipts continue at the same rate, the City would reach the \$700,000 lid in August. To avoid making temporary adjustments to the rate for the final months of fiscal year 2016, and to anticipate growth in food and beverage sales with several new restaurants being planned or constructed, staff is recommending the tax rate be reduced to one and one-quarter (1.25) percent effective July 1, 2016.

The Ordinance is attached with the marked up changes proposed, including the new rate in Section 14-302(A), and additional language to clarify the provisions regarding the due date and return in Section 14-305.

**Fiscal Impact:** Based on current taxable sales volumes reported year to date, averaging \$3.5 million monthly, receipts would total approximately \$684,000 with the 1.25% tax rate for July through September 2016. Receipts for 2017 would generate approximately \$536,000 in 2017, assuming a modest two percent increase in sales. In the 2017 budget, this tax was projected to be \$642,600, leaving a gap of \$52,600 over the two-year period.

ORDINANCE NO. 5343

An Ordinance of the City of Fremont, Nebraska, to amend Chapter 14 of the Fremont Municipal Code, Ordinance No. 3139, implementing an occupation tax on food and beverages; adding Section 14-301 through Section 14-314 pertaining to food services, drinking places and restaurant tax; ~~amending~~ ~~defining~~ rates and payment procedures; and repealing any ordinance or parts of ordinances in conflict herewith; and to provide for publication and the effective date of this ordinance.

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

SECTION I. Findings and Intent:

The City Council determines and declares that persons engaging in, carrying on, or pursuing any food services, drinking places business, or restaurant are directly or indirectly benefited from tourism, that places unique demands on the City's resources, but which is an activity that should be promoted and encouraged. Further, people who patronize a business for food and drinking places purposes within the City and the areas within the corporate limits of the same are exercising a privilege and generating revenue subject to taxation.

Pursuant to the authority of Nebraska Revised Statute R.R.S. 1943, Section 16-205, the City Council finds, determines and declares that it is appropriate that a tax be imposed on all food services, drinking places businesses, and restaurants as herein defined for the purpose of raising revenues. The foregoing determination is made with due consideration of business in the City and the relation of business to the municipal welfare, together with relation thereof, to expenditures required by the City, and with consideration of just, proper and equitable distribution of the tax burdens within the City and other properly associated matters.

It is the intent of this Council that the occupational taxes imposed by this ordinance shall be cumulative except where otherwise specifically provided.

Section 2. Chapter 14, Section 14-301 to 14-314 are added to the Municipal Code of Fremont, Nebraska, Ordinance No. 3139, as follows:

§14-301 Definitions

- (A) City shall mean the City of Fremont and the area within the corporate limits of the City of Fremont.
- (B) Drinking places shall mean any establishment offering the public on premises consumption of food and/or non-alcoholic beverages. Such businesses include, but are not limited to, bars, taverns, night clubs, dance halls, restaurants, race tracks, and arenas. The term shall not include:
  - (i) any business offering food or beverages free of charge. The term "free of charge" means without any consideration, donation, contributions, or monetary charges of any nature paid for access to a facility or its services and, without limitation, requires the absence of any admission charge, cover charge, table reservation fee, gate charges, seat charges, entertainment fee, green fees, or required minimum purchase of food, refreshments, or merchandise.
  - (ii) any state or county fair.
- (C) Finance Director shall mean the Finance Director of the City of Fremont.

- (D) Food shall include all edible refreshment or nourishment, whether solid, semi-solid, liquid or otherwise, except snack foods, which shall mean unopened bottles or cans of soft drinks; chewing gum; candy; popcorn, peanuts and other nuts; unopened packages of cookies, donuts, crackers and potato chips; and other items of essentially the same nature and consumed for essentially the same purpose which are packaged for home consumption.
- (E) Person shall mean any natural person, individual, partnership, association, organization or corporation of any kind or character engaging in the business of providing food services, drinking places, or restaurants.
- (F) Restaurant shall mean any place that is kept, used, maintained, advertised, or held out to the public as a place where food is prepared and sold for immediate consumption on the premises. The term includes, but is not limited to, cafes, grills, bistros, delicatessens, coffee shops, bakeries, lunch counters, and sandwich stands. The term includes a space or area within a hotel, motel, bed and breakfast, boarding house, hospital, or office building where food is sold or consumed if a separate charge is made for such food. The term does not include:
- (i) A grocery store, convenience store, supermarket, or a hotel, motel, or other place offering lodging, except for any space or area therein designated as a place where the public may consume food.
  - (ii) A religious, civic, educational, charitable, governmental, or political organization exempt from income taxes under the United States Internal Revenue Code that offers food solely to its members or students.
  - (iii) A daycare center, public or private, that offers food solely to its employees or the children staying at the center.
  - (iv) A convalescent home, nursing home, home for the aged or infirmed, or substance abuse facility that offers food solely to its residents.
  - (v) Premises where food is obtained solely from vending machines operated by coin or card operation regardless of whether the food may be consumed on the premises.
  - (vi) Temporary stands at festivals or other similar events from which food ready for consumption is sold unless entrance to the place at which the food is sold is subject to an admission charge.
- (H) Taxpayer shall mean any person engaged in the food services and drinking places businesses herein defined who is required to pay the tax herein imposed.

#### §14-302 Collection

- (A) There is hereby imposed a food services and drinking places occupational privilege tax upon each and every person conducting food services, drinking places business, or restaurants within the City for any period of time during a calendar month. The amount of such tax shall be one and ~~three-quarters one-quarter~~ percent (1.2575%) of all gross receipts for each and every calendar month derived from the food services and drinking places business subject to this tax.

- (B) The person engaged in the food services, drinking places business, and/or restaurants may itemize the tax levied on a bill, receipt, or other invoice to the purchaser, but each person engaged in food services, drinking places business, or restaurant shall remain liable for the tax imposed by this section.
- (C) Gross receipts subject to the tax shall include receipts from the sale of food and nonalcoholic beverages. Gross receipts subject to tax shall also include the receipts of sale of food in a restaurant with facilities for consumption on the premises even if the food is not actually consumed on the premises, including the receipts from prepared "take out", "drive through", or "to go" food, and receipts from the sale of food and non-alcoholic beverages as a concession at a race track or arena.

§14-303 Tax Imposed for Revenue Purposes; Tax Cumulative

- (A) The tax imposed by this article is purely for revenue purposes to support the government of the City. The levy of the tax under this article is in addition to all other fees, taxes, excises and licenses levied and imposed under any contract or any other provisions of this Code or ordinances of the City, in addition to any fee, tax, excise or license imposed by the state.
- (B) Payment of the tax imposed by this article shall not relieve the person paying the same from payment of any other tax now or hereafter imposed by contract or ordinance or by this Code, including those imposed for any business or occupation he or she may carry on, unless so provided therein.

§14-304 Exemptions

- (A) The tax imposed by this article shall not be due on:

- (a) Any fee received exclusively by a religious, civic, educational, charitable, governmental, or political organization exempt from income taxes under the United States Internal Revenue Code.

- (b) Any fee received for any scientific and literary lectures or entertainment as described in Nebraska Revised Statutes Section 16-205.

- (c) Any fee received for concerts and all other musical entertainments given exclusively by the citizens of the City as defined in Nebraska Revised Statutes Section 16-205.

- (d) Any fee received by any person engaged in business within the City not within the taxing power of the City under the Constitution of the United States and the Constitution and Statutes of the State of Nebraska.

- (e) The value of food or beverages furnished by food services and drinking places to employees as part of their compensation when no charge is made to the employee.

- (f) Tips to an employee of a food services and drinking places when the amount of the tip is wholly in the discretion of the purchaser, whether or not the tip is paid to the employee or added to the bill and if the sole amount of the tip is turned over to the employee. Amounts that are added to the price of the meal and required to be paid by the purchaser, whether or not

designated as a tip or a service charge, shall be exempt as a tip to the extent the mandatory amount does not exceed twenty percent (20%) of the sales price.

§14-305 Due date and Return

(A) Each and every person engaged in the food services, drinking places business and/or restaurants within the City for the calendar month beginning October 1, 2015, and for each and every calendar month thereafter, shall prepare and file, on or before the last day of the month following on a form prescribed by the Finance Director, a return for the taxable calendar month, and at the same time pay to the Finance Director the tax herein imposed. Postmark will not be accepted as proof of timely filing. Returns and payments must be received in the Finance Department of the City by end of the last business day of each month.

(B) The City Finance Director may, by regulation, specify a uniform class of taxpayer that may make reports and remittances quarterly in lieu of monthly taking into consideration the amount of tax due. In addition, a person subject to the tax imposed herein may, upon written application to and with the written consent of the Finance Director, make reports and remittances on a quarterly basis in lieu of monthly. Such quarterly reports shall be due on the ~~2015~~<sup>th</sup> day of January, April, July and October of each year and shall report the ~~January, April~~ gross receipts and the amount due for the three (3) months immediately preceding the months in which the reports and remittances are required.

§14-306 Suspension or Revocation of Other Licenses

(A) No delinquency in payment of the tax herein provided for by this article and no revocation or conviction for violation of this article shall be grounds for the suspension or revocation of any other license issued to any person engaged in business within the City by the Finance Director or any other official of the City under any licensing provisions of this Code or other ordinances, nor shall the same be grounds for the suspension or revocation of any other license issued by any licensing authority pursuant to the statutes enacted by the State of Nebraska.

§14-307 Failure to File Return; Delinquency; Assessment by Finance Director

(A) If any person neglects or refuses to make a return or payment of the taxes as required by this article, the Finance Director shall make an estimate, based upon such information as may be reasonably available, of the amount of taxes due for the period or periods for which the taxpayer is delinquent, and upon the basis of such estimated amount, compute and assess in addition thereto a penalty equal to ten percent (10%) thereof, together with interest on such delinquent taxes, at the rate of one percent (1%) per month, or fraction thereof from the date when due.

(B) The Finance Director shall give the delinquent taxpayer written notice of such estimated taxes, penalty, and interest, which notice must be served personally or by certified mail.

(C) Such estimate shall thereupon become an assessment, and such assessment shall be final and due and payable from the taxpayer to the Finance Director ten (10) days from the date of service of the notice or the date of mailing by certified mail; however, within such ten (10) day period the delinquent taxpayer may petition the Finance Director for a revision or modification of such assessment and shall, within such ten (10) day period, furnish the Finance Director the facts and correct figures showing the correct amount of such taxes.

(D) Such petition shall be in writing, and the facts and figures submitted shall be submitted in writing and shall be given under oath of the taxpayer.

(E) Thereupon, the Finance Director shall modify such assessment in accordance with the facts which he or she deems correct. Such adjusted assessment shall be made in writing, and notice thereof shall be mailed to the taxpayer within ten (10) days; and all such decisions shall become final upon the expiration of thirty (30) days from the date of service, unless proceedings are commenced within that time for appeal in the District Court of Dodge County, Nebraska by the filing of a petition with the Clerk of the Court. This appeal shall be conducted in conformance with the Nebraska Rules of Civil Procedure and Rules of the Court as may be adopted by the Court or enacted by the Legislature.

#### §14-308 Jeopardy Assessment

(A) If the Finance Director finds that the collection of the tax will be jeopardized by delay, in his or her discretion, he or she may declare the taxable period immediately terminated, determine the tax, and issue notice and demand for payment thereof, and, having done so, the tax shall be due and payable forthwith, and the Finance Director may proceed to collect such tax as hereinafter provided.

(B) Collection may be stayed if the taxpayer gives such security for payment as shall be reasonably satisfactory to the Finance Director.

#### §14-309 Administration of Article; Miscellaneous Provisions

(A) Administration by Finance Director. The administration of the provisions of this article are hereby vested in the Finance Director, who shall prescribe forms in conformity with this article for the making of returns, for the ascertainment, assessment and collection of the tax imposed hereunder, and for the proper administration and enforcement hereof.

(B) Duties performed by others. Duties of the Finance Director herein provided may be performed by any qualified person designated by the Finance Director.

(C) Notices to be sent by registered or certified mail. All notices required to be given to the taxpayer under the provisions of this article shall be in writing, and if mailed postpaid by registered or certified mail, return receipt requested, to him or her at his or her last known address shall be sufficient for the purposes of this article.

(D) Duty to keep books and records. It shall be the duty of every taxpayer to keep and preserve suitable records and other books or accounts as may be necessary to determine the amount of tax for which he/she is liable hereunder.

(i) Records of the gross revenue by which this tax is measured shall be kept separate and apart from the records of other sales or receipts in order to facilitate the examination of books and records as necessary for the collection of this tax.

(ii) It shall be the duty of every such taxpayer to keep and preserve for a period of three (3) years all such books, invoices and other records, which shall be open for examination at any time by the Finance Director or his or her duly designated persons. If such person keeps or maintains his books, invoices, accounts or other records, or any thereof, outside of the state, upon demand of the Finance Director he/she shall make the same available at a suitable place within the

City, to be designated by the Finance Director, for examination, inspection and audit by the Finance Director or his or her duly authorized persons.

(iii) The Finance Director, in his or her discretion, may make, permit or cause to be made the examination, inspection or audit of books, invoices, accounts or other records so kept or maintained by such person outside of the state at the place where same are kept or maintained or at any place outside the state where the same may be made available, provided such person shall have entered into a binding agreement with the City to reimburse it for all costs and expenses incurred by it in order to have such examination, inspection or audit made in such place.

(E) Investigation of taxpayer's books. For the purpose of ascertaining the correctness of a return, or for the purpose of determining the amount of tax due from any person, the Finance Director or his or her duly authorized persons, may hold investigations and hearings concerning any matters covered by this article; and may examine any relevant books, papers, records or memoranda of any such person; and may require the attendance of such person, or any officer or employee of such person, or of any person having knowledge thereof; and may take testimony and require proof of his or her information. The Finance Director and his or her duly authorized persons shall have power to administer oath to such persons.

(F) Sale of business. Whenever any taxpayer sells his/her food services, drinking places business, or restaurant or quits engaging in such business, any tax payable under this article shall become immediately due and payable and such person shall immediately make a report and pay the tax due.

(G) Status of unpaid tax and bankruptcy and receivership. Whenever the business or property of any taxpayer subject to this article shall be placed in receivership, bankruptcy or assignment for the benefit of creditors, or seized under distraint for property taxes, all taxes, penalties, and interest imposed by this article and for which the taxpayer is in any way liable under the terms of this article shall be a prior and preferred lien against the property of the taxpayer, except as to pre-existing claims or liens of a bona fide mortgagee, pledgee, judgment creditor or purchaser whose rights shall have attached prior to the filing of the notice as hereinafter provided on the property of the taxpayer, other than the goods, stock in trade, and business fixtures of such taxpayer; and no sheriff, receiver, assignee or other official shall sell the property of any person subject to this article under process or order of any court without first ascertaining from the Finance Director the amount of any taxes due and payable under this article; and if there be any such taxes due, owing and unpaid, it shall be the duty of such officer to first pay the amount of such taxes out of the proceeds of such sale before making payment of any monies to any judgment creditor or other claimants of whatsoever kind or nature, except the cost of the proceedings and other pre-existing claims or liens as above provided.

(H) Release of liens. The tax imposed by this article, together with the interest and penalties herein provided and the cost of collection which may be incurred, shall be and, until paid, remain a first and prior lien, except as otherwise provided by the constitution or statute, superior to all other liens, on all the merchandise, furniture and fixtures, tools and equipment of the taxpayer within the City, and may be foreclosed by seizing under distraint and sale of so much of said merchandise, furniture and fixtures, tools and equipment, as may be necessary to discharge the lien. The lien created by this article shall apply only to tax obligations hereafter incurred. Any lien for taxes as shown on the records of the county clerks and recorders as herein provided shall, upon the payment of all taxes, penalties and interest covered thereby, be released by the Finance Director in the same manner as mortgages or judgments are released.

(I) Statute of Limitations. No suit for collection of any taxes imposed by this article for any interest thereon or penalties with respect thereto may be instituted, or any other action to collect the same shall be commenced, nor shall any notice of lien be filed, or distraint warrant be issued, more than three (3) years after the date on which the tax was or is payable. In case of a false or fraudulent return with intent to evade tax, the tax, together with interest and penalties thereon, may be assessed or proceedings for the collection of such taxes may be begun at any time. Before the expiration of such period of limitation, the taxpayer and the Finance Director may agree in writing to an extension thereof; and the period so agreed on may be extended by subsequent agreement in writing.

#### §14-310 Recovery of Unpaid Tax by Action at Law

(A) The Finance Director may also treat any such taxes, penalties or interest due and unpaid as a debt due the City.

(B) In case of failure to pay the taxes, or any portion thereof, or any penalty or interest thereon when due, the Finance Director may recover at law the amount of such taxes, penalties and interest in any court of Dodge County, Nebraska or of the county wherein the taxpayer resides or has its principal place of business having jurisdiction of the amounts sought to be collected.

(C) The return of the taxpayer or the assessment made by the Finance Director, as herein provided, shall be prima facie proof of the amount due.

(D) Such actions may be actions and attachments, and writs of attachment may be issued to the constable or sheriff, as the case may be; and in any such proceeding no bond shall be required of the Finance Director except as may be required by statute, nor shall any constable or sheriff require of the Finance Director an indemnifying bond for executing the writ of attachment or writ of execution upon any judgment entered in such proceeding; and, in accordance with the procedure established by statute, if any, the Finance Director may prosecute appeals or writs of error in such cases without the necessity of providing bond therefore;

(E) The City Attorney, when requested by the Finance Director, with the consent of the Mayor, may commence an action for the recovery of taxes due under this article; and this remedy shall be in addition to all other existing remedies, or remedies provided in this article.

#### §14-311 City a Party to Title Actions for Determination of Lien

In any action affecting the title to real estate or the ownership or rights to possession of personal property, the City may be made a party defendant for the purpose of obtaining a judgment or determination of its lien upon the property involved therein.

#### §14-312 Authority of Finance Director to Waive Penalty

The Finance Director is hereby authorized to waive, for good cause shown, any penalty assessed as in this article provided; and any interest imposed in excess of six percent (6%) per annum shall be deemed a penalty.

#### §14-313 Penalty

(A) Penalties for deficiencies caused by disregard of rules. If any part of the deficiency is due to negligence or intentional disregard of authorized rules and regulations with knowledge thereof, but without intent to defraud, there shall be added ten percent (10%) of the total amount of the

deficiency; and in such case interest shall be collected at the rate of one percent (1%) per month, or fraction thereof, on the amount of the deficiency from the time the return was due, from the person required to file the return, which interest in addition shall become due and payable within ten (10) days after written notice and demand by the Finance Director.

(B) Penalties for deficiencies caused by fraud. If any part of the deficiency is due to fraud with the intent to evade the tax, then there shall be added fifty percent (50%) of the total amount of the deficiency, and in such case the whole amount of the tax that is unpaid, including the additions, shall become due and payable ten (10) days after written notice and demand by the Finance Director, and an additional one percent (1%) per month, or fraction thereof, on said amounts shall be added from the date the return was due until paid.

§ 14-314 Severability

If any provisions, clause, sentence or paragraph of this article or the application thereof to any person or circumstances shall be held invalid, that invalidity shall not affect the other provisions of this article which can be given effect without the invalid provision or application, and to this end the provisions of this article are declared to be severable.

SECTION 3. Any ordinances or parts of ordinances in conflict herewith be, and hereby are, repealed.

SECTION 4. This ordinance shall be in force from and after its passage, approval and publication as required by law and take effect ~~October~~ July 1, 2015~~2016~~.

PASSED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016~~5~~.

\_\_\_\_\_  
Scott Getzschman, Mayor

Attest:

\_\_\_\_\_  
Tyler Ficken, City Clerk

## STAFF REPORT

**TO:** Honorable Mayor and City Council

**FROM:** Justin Zetterman, PE, City Engineer

**DATE:** May 20, 2016

**SUBJECT:** Resolution approving the occupation of the public right-of-way for construction of an ADA accessible entrance ramp and landing as well as raised, fenced outdoor seating.

### Recommendation – Move to approve resolution

**Background:** *On February 23, 2016, the City Council approved the request for fenced outdoor seating and an ADA accessible ramp into the building at 415 North Main Street via Resolution 2016-25. The owner is asking to modify the request to allow the seating area to be raised up to the building level (roughly 3"). This change allows the outdoor seating to more easily be accessible to all users as there is no longer a step below the doorways on the building and the raised area will also act as edge protection for the ramp. The raised area is proposed to be constructed of concrete requiring the removal of the existing concrete sidewalk. Though this is a much more "permanent" installation than was previously approved, the owner understands and the resolution is still written such that they will have to agree to remove it and replace the sidewalk if ever requested by Council action.*

**Original Request:** The building located at 415 North Main Street is currently under remodel for the expressed intent to open a wine bar in downtown Fremont. As part of this construction and future use, the owner, Mark Guillatt, is requesting approval to occupy space in the public right-of-way for two uses. The first use is to construct the necessary ADA accessible ramp and landing for ADA accessible entry into the building. The second is for the installation of fencing to surround an area of outdoor seating for use by patrons of the business.

This concept is very similar to what can be found on the east side of Main Street at J's restaurant and another store front two doors north of J's. In those instances, the existing fencing encroaches 7' to 7 ½' into the sidewalk area.

The proposed outdoor seating and ramp will encroach 6' from the outside edge of the building into the sidewalk area. Even with the encroachment, the sidewalk will continue to function in a safe manner. Overall, the sidewalk is roughly 13 ½' from the face of the building to the curb so plenty of room exists to maintain an accessible path. The tightest path of travel will be past an existing street sign. Even at this location, the path of travel exceeds 48" which exceeds the requirements for accessible path width. If visiting the site, the contractor has currently constructed a false front on the building to allow construction of the entry and façade of the building without dealing with the elements as well as to maintain a safe work space. The proposed fencing will extend roughly an inch further from the face of the building than this temporary wall.

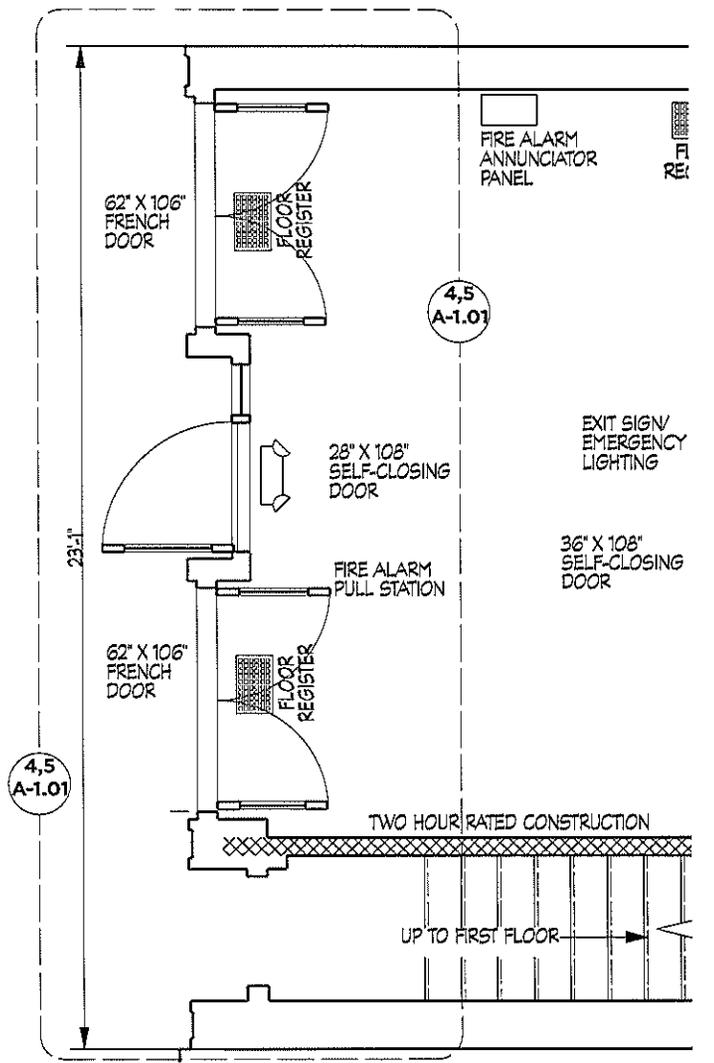
The construction of better accessibility to the existing buildings of downtown Fremont is a benefit to the community and the use of the sidewalk for outdoor seating is consistent with other uses in the immediate vicinity.

Liability insurance with the City named as an additional insured is required.

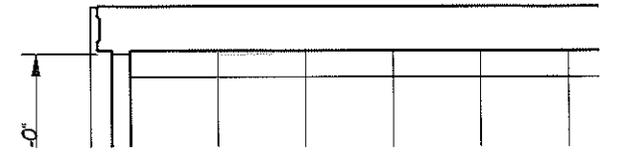
**Fiscal Impact:** There is no fiscal impact to the City.

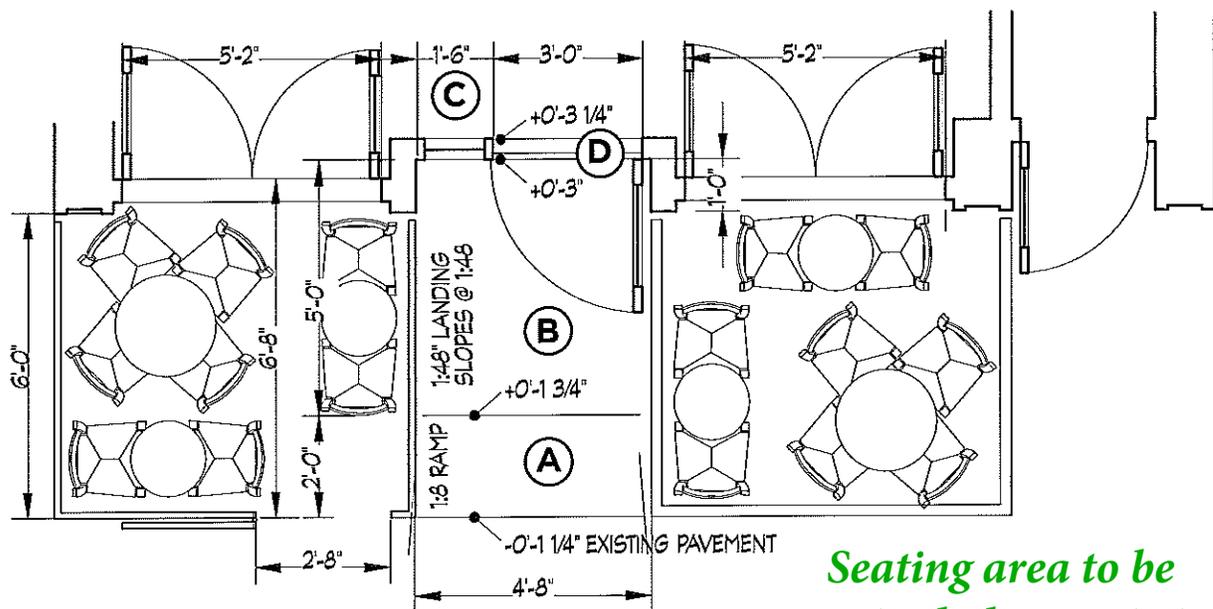


**4 STOREFRONT ELEVATION**  
 1/2" = 1'-0"  
 68" X 108" SOLID PANEL  
 FRENCH DOORS SOLID PANEL



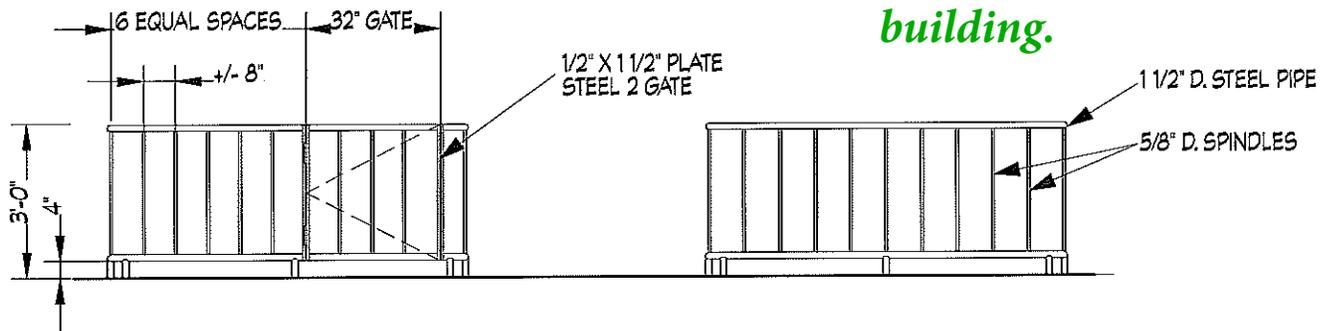
**1 FIRST FLOOR PLAN**  
 1/4" = 1'-0"





**5 STOREFRONT PLAN**  
 1/2" = 1'-0"

*Seating area to be raised above existing sidewalk elevation to match finish floor of the building.*



**6 STOREFRONT ENCLOSURE**  
 1/2" = 1'-0"

**(A)** 405.2 Slope. Ramp runs shall have a running slope not steeper than 1:12. Exception: In existing sites, buildings, and facilities, ramps shall be permitted to have running slopes steeper than 1:12 complying with Table 405.2 where such slopes are necessary due to space limitations.

TECHNICAL

CHAPTER 4: ACCESSIBLE ROUTES

Table 405.2 Maximum Ramp Slope and Rise for Existing Sites, Buildings, and Facilities

Slope <sup>1</sup>	Maximum Rise
Steeper than 1:10 but not steeper than 1:8	3 inches (75 mm)
Steeper than 1:12 but not steeper than 1:10	6 inches (150 mm)

1. A slope steeper than 1:8 is prohibited.

**(B)** 405.7.1 Slope. Landings shall comply with 302. Changes in level are not permitted. EXCEPTION: Slopes not steeper than 1:48 shall be permitted.

**(C)** 404.2.4.1 Swinging Doors and Gates. Swinging doors and gates shall have maneuvering clearances complying with Table 404.2.4.1.

**(D)** 303.3 Beveled. Changes in level between 1/4 inch (6.4 mm) high minimum and 1/2 inch (13 mm) high maximum shall be beveled with a slope not steeper than 1:2.

RESOLUTION NO. \_\_\_\_\_

**A Resolution of the City Council of the City of Fremont, Nebraska approving occupation of the public right-of-way at 415 North Main Street.**

WHEREAS, Mark Guillatt, owner of 415 North Main Street, wishes to utilize the public right-of-way for the construction of an ADA accessible entrance ramp and landing as well as raised outdoor seating.

WHEREAS, The proposed outdoor seating will be raised above existing sidewalk elevation and separated from the walkable path by a 3' fence.

BE IT RESOLVED, That the governing body of the City of Fremont, Nebraska approves the occupation of the public right-of-way at 415 North Main Street by Mark Guillatt for construction of an ADA accessible entrance ramp and landing as well as the installation and use of raised outdoor seating separated from the walkable path by a 3' tall fence with the following findings and/or condition:

1. The City Council finds that said improvements are not injurious to public health, safety and welfare of the City.
2. The applicant shall provide a public liability coverage in the amount of \$1,000,000 for encroachment of the public right-of-way and the City shall be named as additional insured.
3. The City Council may, at any time, order any encroachment, for which the permission was granted removed. The owner of such items shall comply within sixty (60) days from the date of the City Council order and the owner shall pay all expenses of removing said encroachment and restoring the sidewalk to its original grade.
4. Resolution 2016-25 for the same property is hereby repealed.

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 27, 2016

SUBJECT: Executive session

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Recommendation: Go into Executive Session to discuss personnel matters and  
potential litigation

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Background: none