

CITY OF
FREMONT
NEBRASKA PATHFINDERS

CITY COUNCIL MEETING

June 28, 2016

Christensen Field Multi-Purpose Building, 1710 W. 16th St., 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:

4. Public Hearing and Ordinance approving a request of Kevin and Lori Yount, the owners of approximately 4.5 acres located at 1510 S Main St., for approval of a Zoning Change from RR Rural Residential to GC General Commercial (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.*

5. Dispense with and approve June 14, 2016 minutes
6. Approval of June 15 through June 28, 2016 claims (staff report)
7. Resolution to allow consumption of alcohol on City property (Titan Machinery) (staff report)
8. Resolution to appoint Brian Newton as interim City Administrator authorizing official bond and authorization to sign checks (staff report)
9. Resolution for contract renewal from GIS Workshop (staff report)
10. Resolution to accept the service agreement to implement Text –to-911 capabilities for the Fremont/Dodge County 911 Center (staff report)
11. Resolution allowing Mayor to sign Motorola change order (staff report)
12. Resolution to authorize execution of a hold harmless agreement with Nebraska Department of Motor Vehicles to conduct motorcycle license skills test in parking lot of Memorial Field Stadium (staff report)
13. Local Option Review Team Board appointments (Jennifer Bixby / elected) (Rich Oliva / at large, Rob George / at large) (Bill Vobejda / GFDC) (staff report)

14. Receive May Financial Statements (staff report)
15. Creative Collective request to move Artisan Market to 6th St. between Park Ave. and Main St.
16. Consider Resolution to award purchase of GIS and GPS surveying equipment from A&D Technical Supply Co. for \$32,013 (staff report)
17. Consider Resolution to award coal combustion residuals marketing agreement to Nebraska Ash Company (staff report)

REGULAR AGENDA: requires individual associated action.

18. Final reading of Ordinance approving a request of Ed Christoffersen, on behalf of JDJ Investments for approval of a Voluntary Annexation Petition (staff report)
19. Final reading of Ordinance approving a request of RML Investments, Inc., owner of approximately 7,800 square feet located at 1820 W 23rd St., for approval of a Zoning Change from R-2 Moderate-Density Residential to LI Limited Industrial (staff report)
20. Final reading of 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 GC General Commercial (staff report)
21. Final reading of 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)
22. Second reading of Ordinance to amend Subdivision Ordinance related to providing for drainage of subdivision lots (staff report)
23. Continuation of request for 2449 East 16th Street drive encroachment request (staff report)
24. Second reading of Ordinance for consideration of a petition of the owners of approximately 57.3 acres described as the Roadway Subdivision, said Subdivision being located in the West half of the East half of Section 25, Township 17 North, Range 8 East of the 6th P.M., Dodge County, Nebraska, and more generally located at 1400 S Downing St., for annexation into the City of Fremont's corporate limits (staff report)
25. Second reading of Ordinance for consideration of a petition of TJ Design Strategies, Ltd., on behalf of Costco Wholesale Corporation, agent for the owner, and Hills Farm, Inc., the owner of approximately 417.1 acres located in Section 25, Section 26, and Section 36 of Township 17 North, Range 8 East of the 6th P.M., Dodge County, Nebraska, and more generally located at 2200 S Downing St., for annexation into the City of Fremont's corporate limits (staff report)
26. Second reading of Ordinance for consideration of a request of TJ Design Strategies, Ltd., on behalf of Costco Wholesale Corporation, agent for the owner, and Hills Farm, Inc., the owner of approximately 83.3 acres located at 2200 S Downing St., for approval of a Zoning Change from AG Agricultural to GI General Industrial (staff report)
27. Adjournment

Agenda posted at the Municipal Building on June 24, 2016 and online at www.fremontne.gov. Agenda distributed to the Mayor and City Council on June 24, 2016. The official current copy is available at City Hall, 400 East Military, City Clerk's Office. The City Council reserves the right to go into Executive Session at any time. A copy of the Open Meeting Law is posted in the City Council Chambers for review by the public. The City of Fremont reserves the right to adjust the order of items on this agenda.

Staff Report

TO: Mayor and City Council
FROM: Troy Anderson, Director of Planning
DATE: June 24, 2016
SUBJECT: Zoning Change – 1510 S Main 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 owners of approximately 4.5 acres located at 1510 S Main St., Kevin R. Yount and Lori R. Yount, are requesting approval of a zoning change from RR Rural Residential to GC General Commercial. The reason for the request is to further development plans of the subject property.

The subject property is located on the southeast corner of S Broad St. and E Boulevard St., just south of the Village of Inglewood. Properties to the north, opposite E Boulevard St., are located in the Village of Inglewood and are listed as commercial uses by the Dodge County Assessor; properties immediately east and south of the subject property are zoned RR Rural Residential and are listed as agricultural and real property, respectively. Property to the west, opposite S Broad St. is zoned RL Residential Lake and is listed as residential. The subject property is currently occupied/developed as a “vehicular and non-vehicular scrap, salvage, recycling and wrecker service” and is listed as residential.

The Future Land Use Plan identifies the subject property as Commercial. GC General Commercial would therefore be consistent with the City’s Comprehensive Plan for Future Land Use and Character.

By a vote of 7-0, the Planning Commission recommended approval of the Zoning Change at its regularly scheduled meeting June 20, 2016.

Fiscal Impact: N/A

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 1510 SOUTH MAIN STREET, FROM RR RURAL RESIDENTIAL 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 zoned RR Rural Residential; and

WHEREAS, the owner desires zoning district designation of GC General Commercial; and

WHEREAS, a public hearing on the proposed Zoning Change was held by the Planning Commission on June 20, 2016, and subsequently by the City Council on June 28, 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 RR Rural Residential to GC General Commercial:

THE NORTH 11 FEET OF LOT 45, ALL OF LOTS 46 AND 47, THE NORTH 275 FEET OF LOTS 48 AND 49, EAST OF BROAD STREET, AND THE SOUTH 170 FEET OF LOTS 50, 51, 52, AND 53, INGLEWOOD SUBDIVISION, SECTIONS 26 AND 27, TOWNSHIP 17 NORTH, RANGE 8 EAST, 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:

Tyler Ficken, City Clerk

CITY COUNCIL MEETING
June 14, 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, Johnson, Kuhns, Eairleywine and Anderson present. 7 Council Members present.

Moved by Council Member Eairleywine seconded by Council Member Kuhns to approve items 9 through 10 of the Consent Agenda. Roll Call Vote. Council Members Bixby, Legband, Landholm, Johnson, Kuhns, Eairleywine and Anderson voting Aye. 7 Ayes. Motion carried.

4. Dispense with and approve May 31, 2016 minutes
5. Resolution to allow consumption of alcohol on City property
6. Approval of May 31 through June 14, 2016 claims
7. Receive and file the certified results of the primary election of May 10, 2016
8. Appointment of Nicholas Carlson as Police Officer per Mayor recommendation
9. Report of the Treasury
10. Acknowledge the receipt of tort claim filed by Jeremy Bartunek

Second reading of Ordinance approving a request of RML Investments, Inc., owner of approximately 7,800 square feet located at 1820 W 23rd St., for approval of a Zoning Change from R-2 Moderate-Density Residential to LI Limited Industrial. The City Clerk gave second reading of Ordinance approving a request of RML Investments, Inc., owner of approximately 7,800 square feet located at 1820 W 23rd St., for approval of a Zoning Change from R-2 Moderate-Density Residential to LI Limited Industrial by title.

Second reading of 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. The City Clerk gave second reading of 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 by title.

Second reading of 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. The City Clerk gave second reading of 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 by title.

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) , the item was continued May 31, 2016 by the City Council. Moved by Council Member Johnson seconded by Council Member Eairleywine to amend Ordinance as presented. Roll Call Vote. Council Members Bixby, Legband, Landholm, Johnson, Kuhns, Eairleywine and Anderson voting Aye. 7 Ayes. Motion carried. The City Clerk gave 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) by title. Roll Call Vote. Council Members Bixby, Legband, Landholm, Johnson, Kuhns, Eairleywine and Anderson voting Aye. 7 Ayes. Ordinance carried.

Ordinance to amend Subdivision Ordinance related to providing for drainage of subdivision lots, the item was continued May 31, 2016 by the City Council. Moved by Council Member Anderson seconded by Council Member Johnson to introduce Ordinance to amend Subdivision Ordinance related to providing for drainage of subdivision lots. Roll Call Vote. Council Members Bixby, Legband, Landholm, Johnson, Kuhns, Eairleywine and Anderson voting Aye. 7 Ayes. Motion carried. The City Clerk gave first reading of Ordinance to amend Subdivision Ordinance related to providing for drainage of subdivision lots by title.

Resolution approving Upper Story Rental Housing Rehab Program Guidelines. Moved by Council Member Kuhns seconded by Council Member Eairleywine to approve Resolution. Roll Call Vote. Council Members Bixby, Legband, Landholm, Johnson, Kuhns, Eairleywine and Anderson voting Aye. 7 Ayes. Motion carried

Resolution approving Supplemental Agreement No. 4 for the Rawhide Creek Trail Project. Moved by Council Member Legband seconded by Council Member Landholm to approve Resolution. Roll Call Vote. Council Members Bixby, Legband, Landholm, Johnson, Kuhns, Eairleywine and Anderson voting Aye. 7 Ayes. Motion carried.

Continuation of request for 2449 East 16th Street drive encroachment request. Moved by Council Member Bixby seconded by Council Member Legband to continue item. Roll Call Vote. Council Members Bixby, Legband, Landholm, Johnson, Kuhns, Eairleywine and Anderson voting Aye. 7 Ayes. Motion carried

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. Moved by Council Member Kuhns seconded by Council Member Johnson to approve Resolution. Roll Call Vote. Council Members Bixby, Legband, Landholm, Johnson, Kuhns, Eairleywine and Anderson voting Aye. 7 Ayes. Motion carried.

Resolution for 3-year extension (November 2017 – 2020) for gas supply with BP Canada Energy Marketing Corp. Moved by Council Member Landholm seconded by Council Member Eairleywine to approve Resolution. Roll Call Vote. Council Members Bixby, Legband, Landholm, Johnson, Kuhns, Eairleywine and Anderson voting Aye. 7 Ayes. Motion carried.

Executive Session to discuss personnel matters and potential litigation. Moved by Council Member Kuhns, seconded by Council Member Legband to go into executive session for the purpose of discussing a strategy with respect to personnel matters and potential 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 personnel matters and potential 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 personnel matters and potential 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 personnel matters and potential 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: 7:44 p.m.

Moved by Council Member Eairleywine, seconded by Council Member Legband to come out of executive session. Roll call vote: 7 ayes. Motion carried. Time out: 8:06 p.m.

Move to accept resignation of Dale Shotkoski. Moved by Council Member Johnson, seconded by Council Member Kuhns to accept the resignation of Dale Shotkoski City Administrator, and authorize the Mayor to sign a separation agreement on behalf of the City including the payment of six months' salary equivalent for the release of all potential legal claims, payment is required by the employment contract to include sick leave, vacation leave, salary, and other benefits through December 5, 2016. Roll Call Vote. Council Members Bixby, Legband, Landholm, Johnson, Kuhns, Eairleywine and Anderson voting Aye. 7 Ayes. Motion carried.

Moved by Council Member Eairleywine seconded by Council Member Legband to adjourn the meeting. Roll call vote: 7 ayes. Motion carried. Meeting adjourned at 8:10 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

EAL DESCRIPTION: EAL: 06152016 SHEETSJ

PAYMENT TYPES

Checks Y
EFTs Y
ePayables Y

VOUCHER SELECTION CRITERIA

Voucher/discount due date 06/16/2016
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 06/15/2016

PROGRAM: GM339L

AS OF: 06/16/2016

PAYMENT DATE: 06/15/2016

City of Fremont

General Fund

BANK: 00

VEND NO INVOICE NO	SEQ#	VENDOR NAME VOUCHER P.O. NO NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0000584 20160616	00	CEI PR0616	00	06/16/2016	001-0000-201.00-00	PAYROLL SUMMARY	EFT:	127,750.83
						VENDOR TOTAL *	.00	127,750.83
0006518 20160616	00	COATES, RICK (CREDITOR) PR0616	00	06/16/2016	001-0000-201.00-00	PAYROLL SUMMARY	27.31	
						VENDOR TOTAL *	27.31	
0006466 20160616	00	CREDIT BUREAU SERVICES INC PR0616	00	06/16/2016	001-0000-201.00-00	PAYROLL SUMMARY	198.54	
						VENDOR TOTAL *	198.54	
0005156 20160616	00	CREDIT MANAGEMENT SERVICES-DODGE CO PR0616	00	06/16/2016	001-0000-201.00-00	PAYROLL SUMMARY	375.18	
						VENDOR TOTAL *	375.18	
0004234 20160616	00	DEPARTMENT OF UTILITIES C S PR0616	00	06/16/2016	001-0000-201.00-00	PAYROLL SUMMARY	EFT:	1,829.76
						VENDOR TOTAL *	.00	1,829.76
0005193 20160616	00	DEPARTMENT OF UTILITIES PAYROLL PR0616	00	06/16/2016	001-0000-201.00-00	PAYROLL SUMMARY	EFT:	55,524.36
						VENDOR TOTAL *	.00	55,524.36
0003226 20160602 20160616	00	FRATERNAL ORDER OF POLICE #37 PR0602 PR0616	00	06/16/2016 06/16/2016	001-0000-201.00-00 001-0000-201.00-00	PAYROLL SUMMARY PAYROLL SUMMARY	960.00 960.00	
						VENDOR TOTAL *	1,920.00	
0004629 20160616	00	INTERNAL REVENUE SERVICE **EFT** PR0616	00	06/16/2016	001-0000-201.00-00	PAYROLL SUMMARY	82,519.27	
						VENDOR TOTAL *	82,519.27	
0003074 20160616	00	JACKSON SERVICES INC PR0616	00	06/16/2016	001-0000-201.00-00	PAYROLL SUMMARY	129.16	
						VENDOR TOTAL *	129.16	
0005477 20160616	00	LAUGHLIN TRUSTEE, KATHLEEN A PR0616	00	06/16/2016	001-0000-201.00-00	PAYROLL SUMMARY	428.00	
						VENDOR TOTAL *	428.00	
0005484 20160616	00	NEBR DEPT OF REVENUE - GARNISHMENT PR0616	00	06/16/2016	001-0000-201.00-00	PAYROLL SUMMARY	435.75	
						VENDOR TOTAL *	435.75	
0003205 20160602 20160616	00	NEBR PUBLIC EMPLOYEES LOCAL 251 PR0602 PR0616	00	06/16/2016 06/16/2016	001-0000-201.00-00 001-0000-201.00-00	PAYROLL SUMMARY PAYROLL SUMMARY	280.00 280.00	
						VENDOR TOTAL *	560.00	

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
			00	General Fund		BANK TOTAL *	86,593.21	185,104.95

PROGRAM: GM339L

AS OF: 06/16/2016

PAYMENT DATE: 06/15/2016

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						
06/13/16	MANUAL000564		01	06/13/2016	060-0660-444.70-01	06/13/16 AUTO CLAIMS	CHECK #: 100784	2,463.40
06/15/16	MANUAL000570		01	06/15/2016	060-0660-442.70-01	06/15/16 MANUAL CLAIMS	CHECK #: 100785	4,970.77
06/15/16	MANUAL000571		01	06/15/2016	060-0660-443.70-01	06/15/16 MANUAL CLAIMS	CHECK #: 100785	7,329.86
06/15/16	MANUAL000572		01	06/15/2016	060-0660-444.70-01	06/15/16 MANUAL CLAIMS	CHECK #: 100785	192.31
06/15/16	MANUAL000573		01	06/15/2016	060-0660-391.02-00	06/15/16 MANUAL CLAIMS	CHECK #: 100785	858.00-
06/15/16	MANUAL000574		01	06/15/2016	060-0660-391.03-00	06/15/16 MANUAL CLAIMS	CHECK #: 100785	55.00-
VENDOR TOTAL *							.00	14,043.34
01 Employee Benefits			BANK TOTAL *				.00	14,043.34
HAND ISSUED TOTAL ***								14,043.34
EFT/EPAY TOTAL ***								185,104.95
TOTAL EXPENDITURES ****							86,593.21	199,148.29
GRAND TOTAL *****								285,741.50

Prepared 6/14/16, 16:28:11
Pay Date 6/16/16
Primary FIRST NATIONAL BANK

CITY of FREMONT
Direct Deposit Register

Account Number	Employee Name	Social Security	Deposit Amount
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Final Total 245,407.91 Count 305

EAL DESCRIPTION: EAL: 06232016 SHEETSJ

PAYMENT TYPES

Checks Y
EFTs Y
ePayables Y

VOUCHER SELECTION CRITERIA

Voucher/discount due date 06/29/2016
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 06/29/2016

PROGRAM: GM339L

AS OF: 06/29/2016

PAYMENT DATE: 06/29/2016

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						
0000234755		PI4834 033247	00	06/29/2016	001-1305-430.20-14	GENERAL	15.27	
0000234755		PI4835 033247	00	06/29/2016	001-1305-430.20-60	GENERAL	65.00	
0000234755		PI4836 033247	00	06/29/2016	001-1305-430.30-33	GENERAL	90.00	
0000234735		PI4724 033223	00	06/29/2016	012-2032-431.40-14	GENERAL	21,192.36	
VENDOR TOTAL *							21,362.63	
0006360	00	A-PLUSH LAWNS						
8587		PI4700 032917	00	06/23/2016	001-2026-451.20-99	GENERAL	35.00	
8628		PI4800 032917	00	06/29/2016	001-2026-451.20-99	GENERAL	35.00	
8587		PI4701 032917	00	06/23/2016	001-2027-452.20-99	GENERAL	1,600.00	
8628		PI4801 032917	00	06/29/2016	001-2027-452.20-99	GENERAL	1,850.00	
8587		PI4702 032917	00	06/23/2016	012-2025-431.20-99	GENERAL	670.00	
8628		PI4802 032917	00	06/29/2016	012-2025-431.20-99	GENERAL	450.00	
VENDOR TOTAL *							4,640.00	
0000959	00	ACE HARDWARE						
94843/3		PI4727 031963	00	06/29/2016	001-1206-422.30-79	BLANKET PURCHASE ORDER	34.94	
94931/3		PI4638 031963	00	06/29/2016	001-2027-452.30-44	BLANKET PURCHASE ORDER	67.96	
94931/3		PI4639 031963	00	06/29/2016	001-2027-452.30-56	BLANKET PURCHASE ORDER	69.99	
94932/3		PI4725 033232	00	06/29/2016	001-2027-452.30-33	GENERAL	802.52	
94958/3		PI4728 031963	00	06/29/2016	001-2027-452.30-56	BLANKET PURCHASE ORDER	13.18	
95008/3		PI4839 031963	00	06/29/2016	001-2027-452.30-49	BLANKET PURCHASE ORDER	17.98	
95008/3		PI4840 031963	00	06/29/2016	001-2027-452.30-79	BLANKET PURCHASE ORDER	194.97	
95020/3		PI4841 031963	00	06/29/2016	001-2027-452.30-49	BLANKET PURCHASE ORDER	13.43	
95137/3		PI4842 031963	00	06/29/2016	001-2027-452.30-56	BLANKET PURCHASE ORDER	47.46	
94849/3		PI4881 031963	00	06/29/2016	001-2031-455.30-49	BLANKET PURCHASE ORDER	3.98	
VENDOR TOTAL *							1,266.41	
0002952	00	ALAMAR UNIFORMS						
512773		PI4807 033100	00	06/29/2016	001-1209-421.30-52	GENERAL	518.49	
514334		PI4808 033116	00	06/29/2016	001-1209-421.30-52	GENERAL	73.99	
VENDOR TOTAL *							592.48	
0001773	00	ALL-TEX SECURITY INC						
3816		PI4929 032231	00	06/29/2016	001-2031-455.20-99	BLANKET PURCHASE ORDER	84.00	
3817		PI4930 032231	00	06/29/2016	001-2031-455.20-99	BLANKET PURCHASE ORDER	84.00	
VENDOR TOTAL *							168.00	
0003845	00	AMERICAN RED CROSS HEARTLAND						
10455953		PI4797 032805	00	06/29/2016	001-2029-451.20-99	GENERAL	1,085.00	
VENDOR TOTAL *							1,085.00	
0004220	00	ANIMAL CLINIC DOWNTOWN PC						
061316		PI4865 033256	00	06/29/2016	001-1209-421.20-99	GENERAL	224.60	
VENDOR TOTAL *							224.60	
0002869	00	AQUA-CHEM INC						
00005485		PI4706 033034	00	06/29/2016	001-2028-451.30-32	GENERAL	120.00	

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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
0002869	00	AQUA-CHEM INC						
00005519		PI4707 033034	00	06/29/2016	001-2028-451.30-32	GENERAL	543.30	
00005486		PI4708 033036	00	06/29/2016	001-2030-451.30-32	GENERAL	20.00	
00005520		PI4709 033036	00	06/29/2016	001-2030-451.30-32	GENERAL	750.50	
VENDOR TOTAL *							1,433.80	
0005740	00	ARDON'S REFRIGERATION INC						
21924		PI4952 033251	00	06/29/2016	001-2030-451.20-60	GENERAL	93.00	
21924		PI4953 033251	00	06/29/2016	001-2030-451.30-56	GENERAL	15.00	
VENDOR TOTAL *							108.00	
0000983	00	ARPS RED-E-MIX INC						
14618		PI4729 031965	00	06/29/2016	001-2026-451.30-79	BLANKET PURCHASE ORDER	1,118.50	
14616		PI4843 031965	00	06/29/2016	001-2027-452.30-69	BLANKET PURCHASE ORDER	321.00	
14681		PI4844 031965	00	06/29/2016	001-2027-452.30-69	BLANKET PURCHASE ORDER	15.00	
14681		PI4850 032451	00	06/29/2016	001-2027-452.30-69	GENERAL	451.00	
14574		PI4640 031965	00	06/29/2016	012-2025-431.30-69	BLANKET PURCHASE ORDER	629.00	
14618		PI4730 031965	00	06/29/2016	012-2025-431.30-69	BLANKET PURCHASE ORDER	752.50	
VENDOR TOTAL *							3,287.00	
0002954	00	ASPHALT AND CONCRETE MATERIALS CO						
00042267		PI4788 032217	00	06/29/2016	012-2025-431.30-69	FIELD PURCHASE ORDER	260.67	
VENDOR TOTAL *							260.67	
0000984	00	B & K BODY SHOP LLC						
BK10007		PI4856 033045	00	06/29/2016	001-1209-421.20-60	FIELD PURCHASE ORDER	144.50	
BK995		PI4948 033234	00	06/29/2016	001-1209-421.20-60	GENERAL	351.00	
BK995		PI4949 033234	00	06/29/2016	001-1209-421.30-63	GENERAL	45.00	
VENDOR TOTAL *							540.50	
0002763	00	BAKER & TAYLOR BOOKS						
2032044567		PI4904 032200	00	06/29/2016	001-2031-455.30-51	GENERAL	406.09	
VENDOR TOTAL *							406.09	
0003423	00	BAKER & TAYLOR ENTERTAINMENT						
B15392000		PI4924 032208	00	06/29/2016	001-2031-455.30-51	GENERAL	86.10	
B16851190		PI4925 032208	00	06/29/2016	001-2031-455.30-51	GENERAL	70.90	
B17827620		PI4926 032208	00	06/29/2016	001-2031-455.30-51	GENERAL	113.95	
VENDOR TOTAL *							270.95	
0003013	00	BARCO MUNICIPAL PRODUCTS INC						
IN-220528		PI4711 033112	00	06/29/2016	012-2025-431.30-76	FIELD PURCHASE ORDER	3,355.60	
VENDOR TOTAL *							3,355.60	
0004311	00	BAUER BUILT INC						
880045870		PI4857 033046	00	06/29/2016	001-1209-421.20-60	FIELD PURCHASE ORDER	20.00	
880045870		PI4858 033046	00	06/29/2016	001-1209-421.30-63	FIELD PURCHASE ORDER	511.72	
880045724		PI4732 031967	00	06/29/2016	012-2025-431.30-56	BLANKET PURCHASE ORDER	5.00	
880045724		PI4733 031967	00	06/29/2016	012-2025-431.30-63	BLANKET PURCHASE ORDER	8.00	

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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
0004311	00	BAUER BUILT INC						
880045714		PI4734 031967	00	06/29/2016	012-2025-431.20-60	BLANKET PURCHASE ORDER	134.00	
880045714		PI4735 031967	00	06/29/2016	012-2025-431.30-56	BLANKET PURCHASE ORDER	10.00	
VENDOR TOTAL *							688.72	
9999999	00	BEERENSTAUCH, BRENT						
022816		BEERENST000580	00	06/29/2016	001-1206-342.02-00	KANE BEERENSTAUCH/AMB RFD	576.37	
VENDOR TOTAL *							576.37	
9999999	00	BLANC, LUKE						
129151		BLANC 000585	00	06/29/2016	001-0000-202.04-00	LUKE BLANC/C FIELD DEP	200.00	
VENDOR TOTAL *							200.00	
9999999	00	BLUE CROSS BLUE SHIELD						
010216		MENDLIK 000579	00	06/29/2016	001-1206-342.02-00	GRACE MENDLIK/AMB REFUND	70.26	
VENDOR TOTAL *							70.26	
0004035	00	BOMGAARS SUPPLY INC						
16148899		PI4643 031969	00	06/29/2016	001-1305-430.30-33	BLANKET PURCHASE ORDER	54.84	
16153147		PI4846 031969	00	06/29/2016	001-1305-430.30-33	BLANKET PURCHASE ORDER	55.96	
16148487		PI4641 031969	00	06/29/2016	001-2027-452.30-56	BLANKET PURCHASE ORDER	5.38	
16148638		PI4642 031969	00	06/29/2016	001-2027-452.30-56	BLANKET PURCHASE ORDER	169.99	
16150185		PI4649 031969	00	06/29/2016	001-2027-452.30-49	BLANKET PURCHASE ORDER	10.98	
16150185		PI4650 031969	00	06/29/2016	001-2027-452.30-58	BLANKET PURCHASE ORDER	38.15	
16152757		PI4845 031969	00	06/29/2016	001-2027-452.30-49	BLANKET PURCHASE ORDER	29.98	
16150058		PI4645 031969	00	06/29/2016	012-2025-431.30-52	BLANKET PURCHASE ORDER	25.98	
16152445		PI4736 031969	00	06/29/2016	012-2025-431.30-76	BLANKET PURCHASE ORDER	37.35	
16150058		PI4646 031969	00	06/29/2016	024-0772-490.30-79	BLANKET PURCHASE ORDER	64.99	
16149749		PI4644 031969	00	06/29/2016	029-2034-466.30-79	BLANKET PURCHASE ORDER	179.98	
16150058		PI4647 031969	00	06/29/2016	029-2034-466.30-79	BLANKET PURCHASE ORDER	134.98	
16150407		PI4648 031969	00	06/29/2016	029-2034-466.30-79	BLANKET PURCHASE ORDER	129.98	
VENDOR TOTAL *							938.54	
0002414	00	BOUND TREE MEDICAL LLC						
82165286		PI4820 033206	00	06/29/2016	001-1206-422.30-33	GENERAL	389.50	
VENDOR TOTAL *							389.50	
0001002	00	BRAD'S ELECTRIC INC						
34696		PI4717 033192	00	06/29/2016	001-2029-451.20-60	GENERAL	241.03	
34696		PI4718 033192	00	06/29/2016	001-2029-451.30-48	GENERAL	242.50	
VENDOR TOTAL *							483.53	
0006511	00	BRENNER, KAILAN						
061516		PI4867 033263	00	06/29/2016	001-2029-451.20-99	GENERAL	51.00	
VENDOR TOTAL *							51.00	
0003427	00	BRODART CO						
B4543077		PI4905 032201	00	06/29/2016	001-2031-455.30-51	GENERAL	15.50	
B4549576		PI4906 032201	00	06/29/2016	001-2031-455.30-51	GENERAL	55.48	

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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
0003427	00	BRODART CO						
B4562855		PI4907 032201	00	06/29/2016	001-2031-455.30-51	GENERAL	88.93	
B4562861		PI4908 032201	00	06/29/2016	001-2031-455.30-51	GENERAL	102.38	
B4564062		PI4909 032201	00	06/29/2016	001-2031-455.30-51	GENERAL	60.53	
B4564138		PI4910 032201	00	06/29/2016	001-2031-455.30-51	GENERAL	171.24	
B4565447		PI4911 032201	00	06/29/2016	001-2031-455.30-51	GENERAL	56.60	
B4565615		PI4912 032201	00	06/29/2016	001-2031-455.30-51	GENERAL	62.78	
B4566767		PI4913 032201	00	06/29/2016	001-2031-455.30-51	GENERAL	51.24	
VENDOR TOTAL *							664.68	
9999999	00	BRODD, PAMELA						
128006	BRODD	000565	00	06/29/2016	001-0000-202.04-00	PAMELA BRODD/CF DEPOSIT	200.00	
VENDOR TOTAL *							200.00	
0006590	00	CALLAHAN, BRENNAN G						
061416		PI4868 033265	00	06/29/2016	001-2029-451.20-99	GENERAL	25.50	
VENDOR TOTAL *							25.50	
0006534	00	CAPPEL AUTO SUPPLY INC						
191598		PI4692 032252	00	06/29/2016	001-1206-422.30-63	BLANKET PURCHASE ORDER	354.87	
191649		PI4693 032252	00	06/29/2016	001-1206-422.30-63	BLANKET PURCHASE ORDER	54.00-	
191542		PI4690 032252	00	06/29/2016	001-1209-421.30-63	BLANKET PURCHASE ORDER	17.88	
191610		PI4695 032252	00	06/29/2016	001-2027-452.30-63	BLANKET PURCHASE ORDER	26.45	
191754		PI4696 032252	00	06/29/2016	001-2027-452.30-63	BLANKET PURCHASE ORDER	27.71	
191755		PI4789 032252	00	06/29/2016	001-2027-452.30-63	BLANKET PURCHASE ORDER	32.19	
191826		PI4790 032252	00	06/29/2016	001-2027-452.30-63	BLANKET PURCHASE ORDER	46.64	
191691		PI4694 032252	00	06/29/2016	001-2042-440.30-63	BLANKET PURCHASE ORDER	35.35	
191505		PI4689 032252	00	06/29/2016	012-2025-431.30-63	BLANKET PURCHASE ORDER	65.09	
191542		PI4691 032252	00	06/29/2016	012-2025-431.30-63	BLANKET PURCHASE ORDER	3.86	
191997		PI4791 032252	00	06/29/2016	012-2025-431.30-56	BLANKET PURCHASE ORDER	59.44	
192112		PI4792 032252	00	06/29/2016	012-2025-431.30-63	BLANKET PURCHASE ORDER	41.34	
VENDOR TOTAL *							656.82	
0005030	00	CENTER POINT LARGE PRINT						
1378951		PI4916 032203	00	06/29/2016	001-2031-455.30-51	GENERAL	484.14	
VENDOR TOTAL *							484.14	
0002675	00	CENTURYLINK (QWEST)						
4027538697	0616	PI4758 032006	00	06/29/2016	001-1011-419.20-12	BLANKET PURCHASE ORDER	82.94	
402D254115	0616	PI4757 032006	00	06/29/2016	001-1206-422.20-12	BLANKET PURCHASE ORDER	85.56	
VENDOR TOTAL *							168.50	
0001021	00	CHARLESTON INC						
649823		PI4716 033174	00	06/29/2016	001-2029-451.30-49	GENERAL	486.92	
VENDOR TOTAL *							486.92	
0001024	00	CHRISTENSEN LUMBER INC						
CLC00342709-001		PI4652 031970	00	06/29/2016	001-2027-452.30-49	BLANKET PURCHASE ORDER	33.13	
CLC00343455-001		PI4653 031970	00	06/29/2016	001-2027-452.30-49	BLANKET PURCHASE ORDER	51.96	

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0001024	00	CHRISTENSEN LUMBER INC						
CLC00342342-001	PI4651	031970	00	06/29/2016	001-2029-451.30-49	BLANKET PURCHASE ORDER	32.80	
						VENDOR TOTAL *	117.89	
9999999	00	CONNELLY, SCOTT						
128529	CONNELLY000576		00	06/29/2016	001-0000-202.04-00	SCOTT CONNELLY/BARNARD PK	50.00	
						VENDOR TOTAL *	50.00	
0005994	00	CONSOLIDATED MANAGEMENT CO						
209938	PI4798	032832	00	06/29/2016	001-1209-421.20-13	GENERAL	80.99	
209988	PI4935	032832	00	06/29/2016	001-1209-421.20-13	GENERAL	97.36	
						VENDOR TOTAL *	178.35	
0006591	00	CRAM, CHELSEA A						
061516	PI4869	033266	00	06/29/2016	001-2029-451.20-99	GENERAL	59.50	
						VENDOR TOTAL *	59.50	
0001643	00	CULLIGAN OF OMAHA						
90452265	PI4719	033193	00	06/29/2016	001-2031-455.30-49	GENERAL	43.96	
						VENDOR TOTAL *	43.96	
0005074	00	D&D COMMUNICATIONS						
WT48549	PI4721	033198	00	06/29/2016	001-1209-421.20-99	GENERAL	525.00	
						VENDOR TOTAL *	525.00	
0002897	00	DIERS INC						
352096	PI4737	031974	00	06/29/2016	001-2027-452.20-60	BLANKET PURCHASE ORDER	50.00	
352096	PI4738	031974	00	06/29/2016	001-2027-452.30-63	BLANKET PURCHASE ORDER	6.65	
						VENDOR TOTAL *	56.65	
0003359	00	DODGE COUNTY HUMANE SOCIETY						
MAY 2016	PI4698	032300	00	06/29/2016	001-1209-421.20-65	GENERAL	7,083.84	
						VENDOR TOTAL *	7,083.84	
0001070	00	DODGE COUNTY REGISTER OF DEEDS						
201602027	PI4669	032007	00	06/29/2016	001-1003-415.20-33	BLANKET PURCHASE ORDER	16.00	
201602625	PI4670	032007	00	06/29/2016	001-1003-415.20-33	BLANKET PURCHASE ORDER	10.00	
201602626	PI4671	032007	00	06/29/2016	001-1003-415.20-33	BLANKET PURCHASE ORDER	10.00	
						VENDOR TOTAL *	36.00	
0006357	00	DREWS, DOUGLAS						
061216	PI4854	032974	00	06/29/2016	001-2026-451.20-99	GENERAL	153.00	
061916	PI4855	032974	00	06/29/2016	001-2026-451.20-99	GENERAL	321.00	
061215	PI4852	032916	00	06/29/2016	001-2027-452.20-99	GENERAL	454.00	
061916	PI4853	032916	00	06/20/2016	001-2027-452.20-99	GENERAL	439.00	
						VENDOR TOTAL *	1,367.00	
0003087	00	EAKES OFFICE SOLUTIONS						
6976568-0	PI4809	033121	00	06/29/2016	001-1209-421.30-31	GENERAL	236.35	

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0003087	00	EAKES OFFICE SOLUTIONS						
6928808-1		PI4851 032889	00	06/29/2016	001-1305-430.30-31	GENERAL	48.00	
S 127149		PI4928 032230	00	06/29/2016	001-2031-455.20-99	BLANKET PURCHASE ORDER	14.63	
6997694-0		PI4932 032324	00	06/29/2016	001-2031-455.30-31	GENERAL	123.96	
6992839-1		PI4946 033215	00	06/29/2016	001-2031-455.30-31	GENERAL	2.15	
						VENDOR TOTAL *	425.09	
0006234	00	EVANCED SOLUTIONS LLC						
5886183		PI4947 033217	00	06/29/2016	001-2031-419.30-55	GENERAL	510.00	
						VENDOR TOTAL *	510.00	
0005447	00	FARMTEK						
7121617		PI4861 033208	00	06/29/2016	001-2027-452.30-79	GENERAL	380.30	
7121617		PI4863 033208	00	06/29/2016	001-2027-452.20-99	GENERAL	55.00	
7121617		PI4862 033208	00	06/29/2016	001-2029-451.30-79	GENERAL	380.30	
7121617		PI4864 033208	00	06/29/2016	001-2029-451.20-99	GENERAL	55.00	
						VENDOR TOTAL *	870.60	
0005749	00	FARNER-BOCKEN COMPANY						
4871362		PI4681 032021	00	06/29/2016	001-2029-451.30-41	BLANKET PURCHASE ORDER	1,664.62	
4876311		PI4682 032021	00	06/29/2016	001-2029-451.30-41	BLANKET PURCHASE ORDER	2,150.57	
						VENDOR TOTAL *	3,815.19	
0002050	00	FASTENAL COMPANY						
NEFRE137558		PI4739 031977	00	06/29/2016	001-1206-422.30-79	BLANKET PURCHASE ORDER	3.59	
						VENDOR TOTAL *	3.59	
0006587	00	FASTENAU, HEATHER						
060716		PI4816 033181	00	06/29/2016	001-1004-424.20-99	BLANKET PURCHASE ORDER	160.00	
						VENDOR TOTAL *	160.00	
0004758	00	FAUSS CONSTRUCTION INC						
CHRISTENFIELD1		PI4813 033133	00	06/29/2016	001-2026-451.20-60	GENERAL	156.00	
CHRISTENFIELD1		PI4814 033133	00	06/29/2016	001-2026-451.30-49	GENERAL	156.00	
						VENDOR TOTAL *	312.00	
9999999	00	FLORES LOPEZ, CRISTINA						
129271 LOPEZ		000586	00	06/29/2016	001-0000-202.04-00	CRISTINA FLORES LOPEZ/CA	100.00	
						VENDOR TOTAL *	100.00	
0001111	00	FREMONT BUILDERS SUPPLY INC						
0516761		PI4654 031978	00	06/29/2016	012-2025-431.30-69	BLANKET PURCHASE ORDER	48.00	
						VENDOR TOTAL *	48.00	
0001112	00	FREMONT ELECTRIC INC						
37057		PI4891 032024	00	06/29/2016	001-2026-451.20-60	BLANKET PURCHASE ORDER	57.50	
37062		PI4894 032024	00	06/29/2016	001-2027-452.20-60	BLANKET PURCHASE ORDER	57.50	
37062		PI4895 032024	00	06/29/2016	001-2027-452.30-48	BLANKET PURCHASE ORDER	128.66	
37063		PI4896 032024	00	06/29/2016	001-2027-452.20-60	BLANKET PURCHASE ORDER	86.25	

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0001112	00	FREMONT ELECTRIC INC						
37063		PI4897 032024	00	06/29/2016	001-2027-452.30-48	BLANKET PURCHASE ORDER	46.37	
37065		PI4900 032024	00	06/29/2016	001-2027-452.20-60	BLANKET PURCHASE ORDER	86.25	
37065		PI4901 032024	00	06/29/2016	001-2027-452.30-48	BLANKET PURCHASE ORDER	57.50	
37064		PI4898 032024	00	06/29/2016	001-2028-451.20-60	BLANKET PURCHASE ORDER	102.50	
37064		PI4899 032024	00	06/29/2016	001-2028-451.30-48	BLANKET PURCHASE ORDER	121.32	
37061		PI4892 032024	00	06/29/2016	001-2030-451.20-60	BLANKET PURCHASE ORDER	246.25	
37061		PI4893 032024	00	06/29/2016	001-2030-451.30-48	BLANKET PURCHASE ORDER	1.38	
37059		PI4775 032024	00	06/29/2016	012-2025-431.20-60	BLANKET PURCHASE ORDER	86.25	
37059		PI4776 032024	00	06/29/2016	012-2025-431.30-48	BLANKET PURCHASE ORDER	299.40	
						VENDOR TOTAL *	1,377.13	
0001107	00	FREMONT HEALTH						
SLS0033555		PI4759 032008	00	06/29/2016	001-1206-422.30-33	BLANKET PURCHASE ORDER	216.22	
SLS0033556		PI4760 032008	00	06/29/2016	001-1206-422.30-33	BLANKET PURCHASE ORDER	307.81	
SLS0033557		PI4761 032008	00	06/29/2016	001-1206-422.30-33	BLANKET PURCHASE ORDER	56.18	
SLS0033558		PI4762 032008	00	06/29/2016	001-1206-422.30-33	BLANKET PURCHASE ORDER	155.30	
SLS0033559		PI4763 032008	00	06/29/2016	001-1206-422.30-33	BLANKET PURCHASE ORDER	298.61	
265551 051916		PI4672 032008	00	06/29/2016	001-2027-452.20-35	BLANKET PURCHASE ORDER	45.00	
265551 051916		PI4673 032008	00	06/29/2016	001-2030-451.20-35	BLANKET PURCHASE ORDER	810.00	
05252016		PI4675 032008	00	06/29/2016	001-2030-451.20-35	BLANKET PURCHASE ORDER	60.00	
265551 051916		PI4674 032008	00	06/29/2016	012-2025-431.20-35	BLANKET PURCHASE ORDER	180.00	
05252016		PI4676 032008	00	06/29/2016	012-2025-431.20-35	BLANKET PURCHASE ORDER	30.00	
						VENDOR TOTAL *	2,159.12	
0003907	00	FREMONT HEALTH CLINIC						
IM299509	060116	PI4781 032031	00	06/29/2016	001-1206-422.20-35	BLANKET PURCHASE ORDER	236.00	
IM301529	060816	PI4782 032031	00	06/29/2016	001-1206-422.20-35	BLANKET PURCHASE ORDER	178.42	
IM302301	061016	PI4783 032031	00	06/29/2016	001-1206-422.20-35	BLANKET PURCHASE ORDER	176.00	
IM302301	061016	PI4784 032031	00	06/29/2016	001-1206-422.20-35	BLANKET PURCHASE ORDER	223.00	
						VENDOR TOTAL *	813.42	
0003332	00	FREMONT HOUSING AUTHORITY						
2016 FEE		PI4720 033194	00	06/29/2016	001-1209-421.20-70	GENERAL	625.00	
						VENDOR TOTAL *	625.00	
0001124	00	FREMONT PRINTING CO						
14871		PI4823 033225	00	06/29/2016	001-1004-424.30-35	GENERAL	370.00	
14859		PI4817 033184	00	06/29/2016	001-1209-421.30-35	GENERAL	46.85	
						VENDOR TOTAL *	416.85	
0001131	00	FREMONT TRIBUNE						
76461		PI4768 032009	00	06/29/2016	001-1003-415.20-33	BLANKET PURCHASE ORDER	81.50	
76465		PI4769 032009	00	06/29/2016	001-1003-415.20-33	BLANKET PURCHASE ORDER	17.35	
76466		PI4770 032009	00	06/29/2016	001-1003-415.20-33	BLANKET PURCHASE ORDER	17.35	
76467		PI4771 032009	00	06/29/2016	001-1003-415.20-33	BLANKET PURCHASE ORDER	17.02	
76468		PI4772 032009	00	06/29/2016	001-1003-415.20-33	BLANKET PURCHASE ORDER	17.02	
76471		PI4773 032009	00	06/29/2016	001-1003-415.20-33	BLANKET PURCHASE ORDER	3.93	
76472		PI4774 032009	00	06/29/2016	001-1003-415.20-33	BLANKET PURCHASE ORDER	4.25	

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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
0001131	00	FREMONT TRIBUNE						
20244828		PI4679 032009	00	06/29/2016	001-1209-421.20-33	BLANKET PURCHASE ORDER	296.90	
20245292		PI4680 032009	00	06/29/2016	001-1305-430.20-33	BLANKET PURCHASE ORDER	262.90	
76456		PI4764 032009	00	06/29/2016	001-2024-416.20-33	BLANKET PURCHASE ORDER	11.45	
76457		PI4765 032009	00	06/29/2016	001-2024-416.20-33	BLANKET PURCHASE ORDER	10.80	
76458		PI4766 032009	00	06/29/2016	001-2024-416.20-33	BLANKET PURCHASE ORDER	9.82	
76459		PI4767 032009	00	06/29/2016	001-2024-416.20-33	BLANKET PURCHASE ORDER	8.51	
20244579		PI4678 032009	00	06/29/2016	001-2031-455.20-33	BLANKET PURCHASE ORDER	360.60	
60000987	0516	PI4884 032009	00	06/29/2016	001-2031-455.20-33	BLANKET PURCHASE ORDER	228.80	
						VENDOR TOTAL *	1,348.20	
0001132	00	FREMONT WINNELSON CO						
291334	01	PI4655 031980	00	06/29/2016	001-2027-452.30-49	BLANKET PURCHASE ORDER	130.00	
291736	00	PI4740 031980	00	06/29/2016	001-2027-452.30-56	BLANKET PURCHASE ORDER	100.06	
						VENDOR TOTAL *	230.06	
0006263	00	GALE/CENGAGE LEARNING INC						
58169544		PI4914 032202	00	06/29/2016	001-2031-455.30-51	GENERAL	188.93	
58186025		PI4915 032202	00	06/29/2016	001-2031-455.30-51	GENERAL	99.71	
						VENDOR TOTAL *	288.64	
0001139	00	GERHOLD CONCRETE CO INC						
50411731		PI4656 031981	00	06/29/2016	012-2025-431.30-69	BLANKET PURCHASE ORDER	265.50	
50412203		PI4657 031981	00	06/29/2016	012-2025-431.30-69	BLANKET PURCHASE ORDER	265.50	
50413054		PI4741 031981	00	06/29/2016	012-2025-431.30-69	BLANKET PURCHASE ORDER	389.50	
						VENDOR TOTAL *	920.50	
0006602	00	GIESE, EMILY A						
061516		PI4870 033267	00	06/29/2016	001-2029-451.20-99	GENERAL	16.00	
						VENDOR TOTAL *	16.00	
0006592	00	GROSSE, ALYSSA						
061516		PI4871 033268	00	06/29/2016	001-2029-451.20-99	GENERAL	64.00	
						VENDOR TOTAL *	64.00	
0006593	00	HANSEN, HOPE E						
061516		PI4872 033269	00	06/29/2016	001-2029-451.20-99	GENERAL	68.00	
						VENDOR TOTAL *	68.00	
0001526	00	HEIMAN FIRE EQUIPMENT INC						
0846824-IN		PI4806 033095	00	06/29/2016	001-1206-422.40-18	GENERAL	14,336.50	
						VENDOR TOTAL *	14,336.50	
0001868	00	HOTSY EQUIPMENT CO						
269160		PI4955 033260	00	06/29/2016	012-2025-431.30-56	FIELD PURCHASE ORDER	271.96	
						VENDOR TOTAL *	271.96	
0001167	00	HY-VEE						
5719987805		PI4658 031982	00	06/29/2016	001-2029-451.30-41	BLANKET PURCHASE ORDER	131.12	

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0001167	00	HY-VEE						
5723950070		PI4742 031982	00	06/29/2016	001-2029-451.30-41	BLANKET PURCHASE ORDER	28.42	
5724330071		PI4743 031982	00	06/29/2016	001-2029-451.30-41	BLANKET PURCHASE ORDER	130.79	
5722561788		PI4882 031982	00	06/29/2016	001-2031-455.30-41	BLANKET PURCHASE ORDER	14.26	
5726142418		PI4883 031982	00	06/29/2016	001-2031-455.30-41	BLANKET PURCHASE ORDER	5.08	
5726149860		PI4744 031982	00	06/29/2016	012-2025-431.30-79	BLANKET PURCHASE ORDER	2.99	
						VENDOR TOTAL *	312.66	
0005752	00	IMA INC - BENEFITS DIVISION						
1044704		PI4688 032071	00	06/29/2016	060-0660-442.70-07	BLANKET PURCHASE ORDER	3,750.00	
						VENDOR TOTAL *	3,750.00	
0003084	00	JACK'S UNIFORMS & EQUIPMENT						
59586A		PI4936 032994	00	06/29/2016	001-1209-421.20-11	GENERAL	12.00	
59586A		PI4937 032994	00	06/29/2016	001-1209-421.30-52	GENERAL	168.00	
						VENDOR TOTAL *	180.00	
0003074	00	JACKSON SERVICES INC						
JUNE 2016		PI4885 032011	00	06/29/2016	001-1013-432.20-99	BLANKET PURCHASE ORDER	60.53	
JUNE 2016		PI4886 032011	00	06/29/2016	001-1206-422.20-91	BLANKET PURCHASE ORDER	53.00	
JUNE 2016		PI4887 032011	00	06/29/2016	001-1209-421.20-91	BLANKET PURCHASE ORDER	377.75	
JUNE 2016		PI4888 032011	00	06/29/2016	001-2027-452.20-99	BLANKET PURCHASE ORDER	100.56	
JUNE 2016		PI4889 032011	00	06/29/2016	001-2031-455.20-99	BLANKET PURCHASE ORDER	112.50	
JUNE 2016		PI4890 032011	00	06/29/2016	012-2025-431.20-99	BLANKET PURCHASE ORDER	220.74	
						VENDOR TOTAL *	925.08	
0006601	00	JOHNSON, TRAVIS						
061416		PI4873 033270	00	06/29/2016	001-2029-451.20-99	GENERAL	24.00	
						VENDOR TOTAL *	24.00	
0004542	00	KIMBALL MIDWEST						
4959683		PI4830 033246	00	06/29/2016	001-1209-421.30-63	FIELD PURCHASE ORDER	143.30	
4959683		PI4831 033246	00	06/29/2016	012-2025-431.30-33	FIELD PURCHASE ORDER	55.83	
4959683		PI4832 033246	00	06/29/2016	012-2025-431.30-44	FIELD PURCHASE ORDER	28.77	
4959683		PI4833 033246	00	06/29/2016	012-2025-431.30-56	FIELD PURCHASE ORDER	51.84	
						VENDOR TOTAL *	279.74	
0006594	00	KINCANON, NICHOLAS E						
060816		PI4874 033271	00	06/29/2016	001-2029-451.20-99	GENERAL	42.50	
						VENDOR TOTAL *	42.50	
0006595	00	KMENT, JONATHON R						
061416		PI4875 033272	00	06/29/2016	001-2029-451.20-99	GENERAL	34.00	
						VENDOR TOTAL *	34.00	
0002902	00	KRIZ-DAVIS CO						
S101345810-001		PI4847 031984	00	06/29/2016	001-2027-452.30-48	BLANKET PURCHASE ORDER	142.86	
S101343076-001		PI4659 031984	00	06/29/2016	001-2029-451.30-48	BLANKET PURCHASE ORDER	12.50	
						VENDOR TOTAL *	155.36	

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0006528 2926120616	00	LAKESHORE LEARNING MATERIALS PI4787 032133	00	06/29/2016	001-2031-455.30-79	GENERAL	146.07	
VENDOR TOTAL *							146.07	
0002898 C89003 C89003 T82281 C89050 C89050 T82275	00	LARSEN INTERNATIONAL PI4714 033167 PI4715 033167 PI4745 031986 PI4837 033278 PI4838 033278 PI4660 031986	00	06/29/2016	001-1206-422.20-60 001-1206-422.30-63 001-1206-422.30-63 001-1206-422.20-60 001-1206-422.30-63 012-2025-431.30-63	GENERAL GENERAL BLANKET PURCHASE ORDER GENERAL GENERAL BLANKET PURCHASE ORDER	79.62 188.96 16.37 99.25 342.24 200.81	
VENDOR TOTAL *							927.25	
0006596 061416	00	LEFLER, LAUREN PI4876 033273	00	06/29/2016	001-2029-451.20-99	GENERAL	16.00	
VENDOR TOTAL *							16.00	
0006573 3090564598	00	LEXISNEXIS PI4703 032969	00	06/29/2016	001-1016-412.30-51	BLANKET PURCHASE ORDER	420.00	
VENDOR TOTAL *							420.00	
0006271 50300	00	LIBRARY IDEAS LLC PI4954 033254	00	06/29/2016	001-2031-455.30-51	GENERAL	5,500.00	
VENDOR TOTAL *							5,500.00	
0006545 188 052516	00	LINCOLN PHYSICAL THERAPY AND SPORTS PI4699 032460	00	06/29/2016	001-2030-451.20-35	BLANKET PURCHASE ORDER	62.00	
VENDOR TOTAL *							62.00	
0006597 061516	00	LINDGREN, TANNER E PI4877 033274	00	06/29/2016	001-2029-451.20-99	GENERAL	40.00	
VENDOR TOTAL *							40.00	
0001215 ATE740172-AE02 ATE740176-AE02 ATE740179-AE02 AAX761971-AX10	00	LOU'S SPORTING GOODS PI4941 033056 PI4942 033056 PI4943 033056 PI4944 033146	00	06/29/2016	001-2029-451.30-52 001-2029-451.30-52 001-2029-451.30-52 001-2029-451.30-79	GENERAL GENERAL GENERAL GENERAL	77.40 6.45 6.45 4,418.57	
VENDOR TOTAL *							4,508.87	
0006555 L11393	00	MANGO LANGUAGES PI4934 032613	00	06/29/2016	001-2031-455.30-51	GENERAL	1,442.00	
VENDOR TOTAL *							1,442.00	
0006598 061516	00	MARTINEZ, ADRIANA PI4878 033275	00	06/29/2016	001-2029-451.20-99	GENERAL	40.00	
VENDOR TOTAL *							40.00	
0006212	00	MATHESON TRI-GAS INC						

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0006212 13535902	00	MATHESON TRI-GAS INC PI4746 031987	00	06/29/2016	001-1206-422.30-32	BLANKET PURCHASE ORDER	55.39	
VENDOR TOTAL *							55.39	
0001229 08598	00	MENARDS - FREMONT PI4747 031989	00	06/29/2016	001-1206-422.30-79	BLANKET PURCHASE ORDER	169.99	
08894		PI4749 031989	00	06/29/2016	001-1206-422.30-79	BLANKET PURCHASE ORDER	5.98	
08594		PI4661 031989	00	06/29/2016	001-2027-452.30-33	BLANKET PURCHASE ORDER	59.98	
08594		PI4662 031989	00	06/29/2016	001-2027-452.30-49	BLANKET PURCHASE ORDER	15.84	
08934		PI4750 031989	00	06/29/2016	001-2027-452.30-58	BLANKET PURCHASE ORDER	99.95	
08934		PI4751 031989	00	06/29/2016	001-2027-452.30-69	BLANKET PURCHASE ORDER	3.52	
08930		PI4753 031989	00	06/29/2016	001-2027-452.30-56	BLANKET PURCHASE ORDER	87.00	
08792		PI4748 031989	00	06/29/2016	001-2028-451.30-49	BLANKET PURCHASE ORDER	139.88	
09148		PI4848 031989	00	06/29/2016	001-2028-451.30-49	BLANKET PURCHASE ORDER	56.45	
09148		PI4849 031989	00	06/29/2016	001-2030-451.30-49	BLANKET PURCHASE ORDER	56.44	
08591		PI4752 031989	00	06/29/2016	001-2042-440.30-56	BLANKET PURCHASE ORDER	29.63	
08648		PI4663 031989	00	06/29/2016	012-2025-431.30-63	BLANKET PURCHASE ORDER	145.72	
VENDOR TOTAL *							870.38	
0004095 94007787	00	MIDWEST TAPE PI4917 032206	00	06/29/2016	001-2031-455.30-51	GENERAL	15.84	
VENDOR TOTAL *							15.84	
0001839 3725072-00	00	MIDWEST TURF & IRRIGATION PI4950 033238	00	06/29/2016	001-2042-440.20-99	GENERAL	9.31	
3725072-00		PI4951 033238	00	06/29/2016	001-2042-440.30-56	GENERAL	166.68	
VENDOR TOTAL *							175.99	
0006599 061416	00	MORTON, KATELYN L PI4879 033276	00	06/29/2016	001-2029-451.20-99	GENERAL	48.00	
VENDOR TOTAL *							48.00	
0001923 2016 CONF	00	NEBR CODE OFFICIALS ASSN SIMONPI4810 033131	00	06/29/2016	001-1004-424.20-13	GENERAL	150.00	
2016CONF		CALVINPI4811 033131	00	06/29/2016	001-1004-424.20-13	GENERAL	150.00	
2016CONF		STEVEKPI4812 033131	00	06/29/2016	001-1004-424.20-13	GENERAL	150.00	
VENDOR TOTAL *							450.00	
0003794 48412	00	NEBR CUSTOM COVER PI4754 031991	00	06/29/2016	001-2030-451.30-76	BLANKET PURCHASE ORDER	45.00	
VENDOR TOTAL *							45.00	
0003340 1008301	00	NEBR DEPT OF AERONAUTICS PI4794 032323	00	06/29/2016	029-2034-466.20-99	BLANKET PURCHASE ORDER	EFT:	1,219.43
1008301		PI4795 032323	00	06/29/2016	029-2034-490.60-02	BLANKET PURCHASE ORDER	EFT:	1,750.00
VENDOR TOTAL *							.00	2,969.43
0003307 5862	00	NEBR LAW ENFORCEMENT TRAINING CNTR PI4726 033235	00	06/29/2016	001-1209-421.20-13	GENERAL	20.00	

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0003307 5874	00	NEBR LAW ENFORCEMENT TRAINING CNTR PI4866 033257	00	06/29/2016	001-1209-421.20-13	GENERAL	50.00	
						VENDOR TOTAL *	70.00	
9999999 091915	00	NEBRASKA MEDICAID STIENIKE000581	00	06/29/2016	001-1206-342.02-00	IRENE STIENIKE/AMB REFUND	68.34	
						VENDOR TOTAL *	68.34	
9999999 128011	00	NGUYEN, RAMONA NGUYEN 000566	00	06/29/2016	001-0000-202.04-00	RAMONA NGUYEN/COMM ROOM	100.00	
						VENDOR TOTAL *	100.00	
0006571 062716	00	O'DELL, DINO PI4704 033010	00	06/29/2016	001-2031-455.20-99	GENERAL	1,200.00	
						VENDOR TOTAL *	1,200.00	
0001020 0397-376465	00	O'REILLY AUTOMOTIVE INC PI4664 031993	00	06/29/2016	001-1209-421.30-63	BLANKET PURCHASE ORDER	94.04	
						VENDOR TOTAL *	94.04	
0002888 833146-0 832821-0 833146-0 833449-0 833145-0 833449-0 833145-0	00	OFFICENET PI4821 033224 PI4785 032091 PI4822 033224 PI4827 033237 PI4825 033230 PI4828 033237 PI4826 033230	00	06/29/2016	001-1004-424.30-31 001-1013-432.30-79 001-1305-430.30-31 001-2027-452.30-31 001-2029-451.30-31 001-2029-451.30-31 001-2042-440.30-31	GENERAL FIELD PURCHASE ORDER GENERAL GENERAL GENERAL GENERAL GENERAL	138.80 91.60 8.98 10.50 22.45 17.07 5.98	
						VENDOR TOTAL *	295.38	
0001625 CO65208716	00	OTIS ELEVATOR COMPANY PI4931 032258	00	06/29/2016	001-1209-421.20-65	GENERAL	143.57	
						VENDOR TOTAL *	143.57	
0005755 1419-161549997	00	OVERDRIVE INC PI4927 032210	00	06/29/2016	001-2031-455.30-51	GENERAL	161.94	
						VENDOR TOTAL *	161.94	
0006436 88181915	00	PINNACLE BANK - VISA KELLYOPI4803 032978	00	06/16/2016	001-2031-455.20-13	GENERAL	400.00	
						VENDOR TOTAL *	400.00	
0005476 1000723942	00	PITNEY BOWES INC (SUPPLIES) PI4945 033183	00	06/29/2016	001-2031-455.30-31	GENERAL	216.71	
						VENDOR TOTAL *	216.71	
0002919 607104 606431	00	PLATTE VALLEY EQUIPMENT LLC PI4666 031994 PI4665 031994	00	06/29/2016	001-2027-452.30-56 001-2042-440.30-56	BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER	162.92 250.69	

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0002919	00	PLATTE VALLEY EQUIPMENT LLC						
						VENDOR TOTAL *	413.61	
0006211 25822	00	PRAIRIE MECHANICAL CORP PI4778 032027 00 06/29/2016	00	06/29/2016	001-2031-455.20-60	GENERAL	541.69	
						VENDOR TOTAL *	541.69	
0006199 7760 7715 7716 7760 7760 7716 7760	00	PREMIER STAFFING INC PI4777 032027 00 06/29/2016 PI4713 033145 00 06/29/2016 PI4686 032027 00 06/29/2016 PI4778 032027 00 06/29/2016 PI4779 032027 00 06/29/2016 PI4687 032027 00 06/29/2016 PI4780 032027 00 06/29/2016	00	06/29/2016 06/29/2016 06/29/2016 06/29/2016 06/29/2016 06/29/2016 06/29/2016	001-1209-421.20-35 001-1305-430.20-99 001-2030-451.20-35 001-2030-451.20-35 001-2031-455.20-35 012-2025-431.20-35 012-2025-431.20-35	BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER	30.00 580.00 60.00 60.00 30.00 30.00 60.00	
						VENDOR TOTAL *	850.00	
9999999 129152	00	PROCHASKA, BRENDA PROCHASK000577	00	06/29/2016	001-0000-202.04-00	BRENDA PROCHASKA/CF MTG	100.00	
						VENDOR TOTAL *	100.00	
0003505 75342304 75346390 75346846 75348693 75348695 75350884	00	RECORDED BOOKS INC PI4918 032207 00 06/29/2016 PI4919 032207 00 06/29/2016 PI4920 032207 00 06/29/2016 PI4921 032207 00 06/29/2016 PI4922 032207 00 06/29/2016 PI4923 032207 00 06/29/2016	00	06/29/2016 06/29/2016 06/29/2016 06/29/2016 06/29/2016 06/29/2016	001-2031-455.30-51 001-2031-455.30-51 001-2031-455.30-51 001-2031-455.30-51 001-2031-455.30-51 001-2031-455.30-51	GENERAL GENERAL GENERAL GENERAL GENERAL GENERAL	105.19 235.95 202.02 157.13 48.02 150.48	
						VENDOR TOTAL *	898.79	
0000298 723039 720439 720439	00	RECREONICS INC PI4815 033169 00 06/29/2016 PI4859 033169 00 06/29/2016 PI4860 033169 00 06/29/2016	00	06/29/2016 06/29/2016 06/29/2016	001-2028-451.30-33 001-2030-451.20-99 001-2030-451.30-33	GENERAL GENERAL GENERAL	1,731.66 239.00 3,763.14	
						VENDOR TOTAL *	5,733.80	
0004474 416644 416837	00	REDSHAW PAINT SUPPLY INC PI4722 033211 00 06/29/2016 PI4723 033211 00 06/29/2016	00	06/29/2016 06/29/2016	001-2027-452.30-49 001-2027-452.30-49	GENERAL GENERAL	142.59 39.99	
						VENDOR TOTAL *	182.58	
0006579 0135917	00 0616	RISE BROADBAND PI4804 033068 00 06/29/2016	00	06/29/2016	029-2034-466.20-99	BLANKET PURCHASE ORDER	66.45	
						VENDOR TOTAL *	66.45	
9999999 129272	00	ROHLFS, ALEX ROHLFS 000587	00	06/29/2016	001-0000-202.04-00	ALEX ROHLFS/KEY DEPOSIT	30.00	
						VENDOR TOTAL *	30.00	

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0006600 061516	00	ROSETE, DESTINY PI4880 033277	00	06/29/2016	001-2029-451.20-99	GENERAL	40.00	
VENDOR TOTAL *							40.00	
9999999 129153	00 ROUNDS	ROUNDS, DAWN 000578	00	06/29/2016	001-0000-202.04-00	DAWN ROUNDS/CF MTG ROOM	100.00	
VENDOR TOTAL *							100.00	
0002427 9089541	00	S & S WORLDWIDE INC PI4805 033090	00	06/29/2016	001-2029-451.30-79	GENERAL	63.92	
VENDOR TOTAL *							63.92	
0001305 050516	00	SAWYER GAS N WASH INC PI4667 031996	00	06/29/2016	001-1305-430.20-99	BLANKET PURCHASE ORDER	10.95	
VENDOR TOTAL *							10.95	
9999999 128003	00 SEAMAN	SEAMAN, MONICA 000567	00	06/29/2016	001-0000-202.04-00	MONICA SEAMAN/COMM ROOM	100.00	
VENDOR TOTAL *							100.00	
0001137 6083480/1 6083480/1	00	STEFFY CHRYSLER CENTER INC, PI4755 032000 PI4756 032000	00	06/29/2016 06/29/2016	001-1206-422.20-60 001-1206-422.30-63	BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER	28.04 56.46	
VENDOR TOTAL *							84.50	
0004963 00184964 00184964	00	THOMAS MFG CO INC, R J PI4818 033199 PI4819 033199	00	06/16/2016 06/16/2016	001-2027-452.20-99 001-2027-452.30-56	GENERAL GENERAL	40.00 206.00	
VENDOR TOTAL *							246.00	
0005179 225647 184157	00	TRACTOR SUPPLY CREDIT PLAN PI4668 032004 PI4829 033242	00	06/29/2016 06/29/2016	001-2042-440.30-56 012-2025-431.30-33	BLANKET PURCHASE ORDER FIELD PURCHASE ORDER	75.31 299.99	
VENDOR TOTAL *							375.30	
0004745 429008	00	UNIQUE MANAGEMENT SERVICES INC PI4933 032405	00	06/29/2016	001-2031-455.20-99	GENERAL	107.40	
VENDOR TOTAL *							107.40	
0003337 4559765	00	WASTE CONNECTIONS INC 000568	00	06/29/2016	001-1013-432.20-21	MAY 2016	74,896.21	
VENDOR TOTAL *							74,896.21	
0005116 1175 1175 1079 1079 1103	00	WIESE PLUMBING & EXCAVATING INC PI4902 032025 PI4903 032025 PI4683 032025 PI4684 032025 PI4685 032025	00	06/29/2016 06/29/2016 06/29/2016 06/29/2016 06/29/2016	001-2026-451.20-60 001-2026-451.30-56 001-2027-452.20-60 001-2027-452.30-49 001-2027-452.20-60	BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER	50.00 26.50 75.00 26.15 175.00	

PROGRAM: GM339L

AS OF: 06/29/2016

PAYMENT DATE: 06/29/2016

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
0005116	00	WIESE PLUMBING & EXCAVATING INC						
						VENDOR TOTAL *	352.65	
0002387	00	ZOLL MEDICAL CORP						
2386947		PI4824 033227	00	06/29/2016	001-1206-422.30-33	GENERAL	367.50	
						VENDOR TOTAL *	367.50	
0002910	00	5TH SEASON INC						
0017606		PI4705 033032	00	06/29/2016	001-2031-455.20-99	GENERAL	162.84	
1605 17	MAY2016	PI4938 033031	00	06/20/2016	001-2031-455.20-99	GENERAL	275.00	
272694	02	PI4939 033031	00	06/29/2016	001-2031-455.20-99	GENERAL	80.00	
272694	24	PI4940 033031	00	06/29/2016	001-2031-455.20-99	GENERAL	75.00	
060616		PI4799 032911	00	06/29/2016	012-2025-431.20-99	FIELD PURCHASE ORDER	1,000.00	
						VENDOR TOTAL *	1,592.84	
		00 General Fund				BANK TOTAL *	194,154.55	2,969.43

PROGRAM: GM339L

AS OF: 06/29/2016

PAYMENT DATE: 06/29/2016

City of Fremont

Employee Benefits

BANK: 01

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
0005708	00	REGIONAL CARE INC						
06/20/16	MANUAL000575		01	06/20/2016	060-0660-444.70-01	06/20/16 AUTO CLAIMS	CHECK #: 100786	3,670.88
06/22/16	MANUAL000582		01	06/22/2016	060-0660-442.70-01	06/22/16 MANUAL CLAIMS	CHECK #: 100787	91,845.05
06/22/16	MANUAL000583		01	06/22/2016	060-0660-443.70-01	06/22/16 MANUAL CLAIMS	CHECK #: 100787	5,568.98
06/22/16	MANUAL000584		01	06/22/2016	060-0660-444.70-01	06/22/16 MANUAL CLAIMS	CHECK #: 100787	1,150.00
VENDOR TOTAL *							.00	102,234.91
01 Employee Benefits			BANK TOTAL *				.00	102,234.91

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						
MAY 2016	PI4786	032095	04	06/29/2016	020-2066-490.60-15	FIELD PURCHASE ORDER	2,102.68	
						VENDOR TOTAL *	2,102.68	
			04	Keno Fund		BANK TOTAL *	2,102.68	

BANK: 09

VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0005808 70342439	00	CENTURYLINK PI4712 033125	09	06/29/2016	033-0789-421.40-90	BLANKET PURCHASE ORDER	193.12	
						VENDOR TOTAL *	193.12	
0002675 402D250400	00	CENTURYLINK (QWEST) 0616PI4796 032386	09	06/29/2016	033-0789-421.20-12	BLANKET PURCHASE ORDER	784.19	
						VENDOR TOTAL *	784.19	
0001131 2024457	00	FREMONT TRIBUNE PI4677 032009	09	06/29/2016	033-0789-421.20-33	BLANKET PURCHASE ORDER	263.60	
						VENDOR TOTAL *	263.60	
0004678 3848639	00	LANGUAGE LINE SERVICES PI4793 032287	09	06/29/2016	033-0789-421.20-99	BLANKET PURCHASE ORDER	74.82	
						VENDOR TOTAL *	74.82	
0004196 4026542437	00	WESTEL SYSTEMS 0616PI4697 032288	09	06/29/2016	033-0789-421.20-12	BLANKET PURCHASE ORDER	185.52	
						VENDOR TOTAL *	185.52	
			09	E911		BANK TOTAL *	1,501.25	
						HAND ISSUED TOTAL ***		102,234.91
						EFT/EPAY TOTAL ***		2,969.43
						TOTAL EXPENDITURES ****	197,758.48	105,204.34
					GRAND TOTAL	*****		302,962.82

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: TYLER FICKEN, CITY CLERK

DATE: June 21, 2016

SUBJECT: CONSUME ALCOHOL

Recommendation: Move to approve Resolution

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

#

CITY OF
FREMONT
NEBRASKA PATHFINDERS

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

FAX OR MAIL THE FORM:

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

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

On behalf of Titan Machinery - Fremont, I respectfully request permission
Organization or Individual

to consume alcohol beverages on Aug. 10th at Christensen Field.
Date Location

for a Customer Educational Event - Combine Clonde.
Type of Event

****Please indicate which facility you will be renting****

Christensen Field

City Auditorium

I understand that I must contract with a retail liquor license holder to procure a **special designated permit** from the City Council and the Nebraska Liquor Control Commission. The City Council meets the 2nd and last Tuesday of every month. The alcohol caterer can advise you of necessary time frames or you can call the City Clerk's office with questions regarding Special Designated Permits at 402/727-2633. I further understand that I must hire security for the event in the number as required by the Parks and Recreation Department and the Chief of Police. The security must be hired at least two weeks prior to the event.

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

Scott Raber

Print Name

Ava R

Signature

3701 W. Hwy 30, Fremont NE

Address City State & Zip

402-727-4200

Phone

68025

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>
Titan Machinery	8-10-2016	Customer Event	Christensen Field

PASSED AND APPROVED THIS _____ DAY OF _____, 2016

Scott Getzschman, Mayor

ATTEST:

Tyler Ficken, City Clerk

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: John Hemschemeyer, Director Human Resources

DATE: June 16, 2016

SUBJECT: Appointment of Interim City Administrator

Recommendation: Move to approve Resolution appointing Brian Newton as Interim City Administrator
--

Background: The resignation of Dale Shotkoski necessitates the appointment of someone to fulfill the responsibilities of the City Administrator position until such time as a regular appointment can be made. Mr. Newton will continue to serve as the Utility General Manager. The appointment will be effective on June 29, 2016. The Mayor has made this interim appointment. City staff will secure an appointed official bond in accordance with §2-503. Additionally, the Resolution authorizes Mr. Newton to sign checks and authorized claims against the City.

Resolution No.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREMONT, NEBRASKA, APPOINTING BRIAN NEWTON AS INTERIM CITY ADMINISTRATOR; APPROVING THE ACQUISITION OF APPOINTED OFFICIAL BOND; AND AUTHORIZING ENDORSEMENT OF CLAIMS AGAINST THE CITY.

WHEREAS, Brian Newton will serve as interim City Administrator during the City Council's search the fill the vacant position ; and,

WHEREAS, City staff is directed to secure a appointed official bond for Brian Newton in accordance with §2-503 and,

WHEREAS, Approval for Brian Newton to provide his signature for the payment of checks and other claims against the City while serving as interim City Administrator.

NOW THEREFORE BE IT RESOLVED: The Mayor and City Council approve the appointment of Brian Newton as interim City Administrator, the securing of appointed official bond, and authorizing the endorsement of claims against the City.

PASSED AND APPROVED THIS _____ DAY OF _____, 2016.

SCOTT GETZSCHMAN, MAYOR

ATTEST:

Tyler Ficken, City Clerk

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Shelly Holzerland, Director of Communications
DATE: June 22, 2016
SUBJECT: GIS Contract Renewal

Recommendation: Move to accept contract renewal from GIS Workshop

Background:

GIS Workshop of Lincoln, NE is the company that originally created the geographical database for the Dodge County 911 system. In 2013, a 5 year maintenance contract was signed with GISW to provide maintenance and updates of the 911 mapping. The yearly renewal is due and GIS Workshop asks that the support and master services agreement be signed as part of the renewal process.

Fiscal Impact: GIS Workshop \$16,650.00 yearly, for 5 years.

This is a sole source service. This contract is part of the combined city/county PSAP. This year of the contract 85% of the cost will be paid with wireless 911 surcharge remittance from the Public Service Commission, the remaining 15% will be split 35/65 with Dodge County, in accordance with the Interlocal agreement.

For City Clerk use:

_____ 1st
_____ 2nd
_____ ayes _____ nays

10A1



GIS
Workshop

GIS Workshop
4949 NW 1st St. Ste 1
Lincoln, NE. 68521

Invoice

Date	Invoice #
5/1/2016	10588

Bill To

Fremont/Dodge Co Communication
ATTN: Shelly Holzerland
725 N Park
Fremont, NE 68025

Terms	Project
Due on receipt	010-911ContractRenewal

Description	Support Dates	Quantity	Rate	Amount
E911 GIS data and MSAG Maintenance Included Address Assignment and Maintenance Included Year 4 of 5 Year Contract	07/01/16 - 06/30/17	1	16,650.00	16,650.00
Sales Tax			0.00%	0.00
For billing inquiries, please contact Christine Niemann at 402-436-2150 or by email at cniemann@gisworkshop.com Federal ID # 46-5430099			Total	\$16,650.00

MASTER SERVICES AGREEMENT

This Master Services Agreement (this "Agreement") is made effective May 1, 2016, (the "Effective Date") by and between GIS Workshop, LLC, a Delaware limited liability company ("GIS Workshop"), and Dodge County, NE ("Client").

ARTICLE 1
DEFINITIONS

All capitalized terms used, but not otherwise defined, in this Agreement shall have the meanings ascribed to them in this Article I:

1.1 "Change Order" shall mean a written change order signed by authorized representatives of GIS Workshop and the Client. A Change Order sets forth modifications and amendments to an existing SOW, and when executed, shall be deemed to be part of the SOW for all purposes.

1.2 "Client Materials" shall mean all information, content, data, functionalities or any other materials disclosed or provided to GIS Workshop by Client, whether created by Client or a third party, pursuant to the terms and conditions of this Agreement, for the purpose of assisting GIS Workshop with the performance of its obligations under this Agreement.

1.3 "Deliverables" shall mean any item that GIS Workshop develops, prepares for or provides to or for the benefit of Client in the course of providing Services, including any hardware, software or other product, as well as any data that GIS Workshop provides to Client in connection with any Web-based Services. For purposes of this Agreement, the Web-based Services, themselves, shall not be considered Deliverables.

1.4 "Intellectual Property" shall mean all or any of the following: (a) patents, patent disclosures and inventions (whether patentable or not); (b) trademarks, service marks, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith; (c) copyrights, copyrightable works (including, without limitation, computer software programs and documentation, algorithms, program code, the Specifications, reports and designs), mask works and rights in data and databases; (d) trade secrets, knowledge, know-how, techniques, ideas, concepts and other proprietary information; and (e) all other intellectual property rights, in each case whether existing prior to the date of this Agreement or whether developed in the course of each party's performance of its obligations under this Agreement, whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection provided by applicable law in any jurisdiction throughout the world.

1.5 "Normal Business Hours" shall mean 8:00 a.m. (CST) through 5:00 p.m. (CST) Monday through Friday, excluding all national holidays (as recognized by the United States Federal Government).

1.6 "Services" means any services rendered by GIS Workshop to or for the benefit of Client, as further defined in a SOW. Services specifically include any of the Web-based Services that are rendered by GIS Workshop to or for the benefit of Client.

1.7 "Specifications" shall mean those particular specifications and functionalities identified by the parties in a SOW and to which the Deliverables shall be developed by GIS Workshop.

1.8 "Statement of Work" or "SOW" shall mean any and all documents substantially in the form of Exhibit A, to include any addendums, signed by the parties, that sets forth the particular Services to be rendered and Deliverables to be developed by GIS Workshop, the schedule for the delivery of the Services and Deliverables, the respective obligations of the parties and other relevant information pertaining to the performance of Services and development of Deliverables by GIS Workshop.

1.9 "Web-based Services" or "WebGIS" shall mean any internet-based geospatial system or application that is hosted by GIS Workshop for storing, managing, publishing and using maps, data, and other information.

1.10 "Spider" shall mean a software program that automatically searches web pages to create entries for a search engine.

1.11 "Scrape" shall mean a software program that automatically copies content from a specific website.

1.12 "Subscription Fee" shall mean the set annual compensation amount for Web-based Services.

ARTICLE 2
GIS WORKSHOP'S OBLIGATIONS

2.1 All Services shall be performed by qualified personnel in a professional and workmanlike manner. GIS Workshop shall have sole discretion regarding the selection of the personnel to render the Services.

2.2 GIS Workshop will establish working hours for its personnel, and may, at its sole discretion, use the resources and materials it deems necessary to perform the Services. GIS Workshop shall, within the specifications set forth in a SOW, determine the method, details and means of performing the Services.

2.3 Client agrees that GIS Workshop may suspend the performance of Services to Client without notice and without liability if: (a) Client

fails to pay any amount due and owing to GIS Workshop within 15 days of receiving a non-payment notice from GIS Workshop in accordance with Section 4.2 below; (b) there is any event for which GIS Workshop reasonably believes the suspension of the Services is necessary to protect its systems or other clients; or (c) a law enforcement or government agency has requested such suspension. If GIS Workshop suspends work based on Section 2.3(b), and such suspension lasts for longer than 15 business days, then Client may terminate this Agreement or any SOW forthwith.

2.4 To the extent that Client desires to subscribe to any Web-based Services, Client agrees to be bound by the Terms of Service attached hereto as Exhibit B.

2.5 GISW acknowledges that the Nebraska Fair Employment Practices Act prohibits contractors of the State of Nebraska, and their subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions or privileges of employment because of race, color, religion, sex, disability, or national origin (Neb. Rev. Stat. sections 48-1101 to 48-1125). GISW guarantees compliance with the Nebraska Fair Employment Practices Act, and breach of this provision shall be regarded as a material breach of the contract. GISW shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this Agreement.

2.6 GISW certifies that it maintains a drug free workplace environment to ensure worker safety and workplace integrity.

ARTICLE 3 CLIENT OBLIGATIONS

3.1 Client shall provide GIS Workshop with reasonable and necessary access to Client's personnel, facilities, computers, equipment and Client Materials during Normal Business Hours and otherwise as reasonably requested by GIS Workshop, in order to enable GIS Workshop to provide Services.

3.2 Except as expressly set forth in this Agreement, GIS Workshop will have no liability for any damages incurred by Client due to a breach of the security of Client's facilities or technology. Client is responsible for taking such actions as may be reasonably necessary to protect the security of said facilities and technology.

3.3 GIS Workshop shall have no liability for loss of any Client Materials that GIS Workshop stores for Client. Accordingly, Client shall be solely responsible for (a) creating and maintaining current copies of all Client Materials stored by or on behalf of GIS Workshop or otherwise provided to GIS Workshop, and (b) storing such copies in a reasonably secure location.

3.4 Client hereby represents and warrants that Client has obtained all necessary authorizations, permissions or licenses to provide the Client Materials to GIS Workshop. Client hereby grants to GIS Workshop a non-exclusive right and license to use, reproduce and/or modify the Client Materials to the extent necessary to enable GIS Workshop to provide Services and to otherwise develop the Deliverables.

3.5 Client shall be responsible for compliance with all laws and governmental regulations affecting its use of the Services and Deliverables, and GIS Workshop shall not have any responsibility

therefore including, without limitation, any responsibility to advise Client of such laws or regulations.

3.6 Client is solely responsible for ensuring that any hardware, applications or software not provided by GIS Workshop pursuant to this Agreement will function properly while using the Deliverables and Services provided or supported by GIS Workshop under this Agreement. The failure of Client's hardware, applications or software to so function shall not relieve Client of any of its obligations under this Agreement.

3.7 Client agrees not to remove, modify or obscure any copyright, trademark or other proprietary rights notices that appear on any software provided or licensed to Client by GIS Workshop. Client may not reverse engineer, decompile, or disassemble any software provided or licensed by GIS Workshop, except and only to the extent that (a) the parties expressly agree in the applicable SOW that Client owns all right, title and interest in and to the software and the Intellectual Property embodied therein, or (b) such activity is expressly permitted by applicable law.

3.8 Notwithstanding the above Sections in this Article (Article 3, Client obligations), GIS Workshop is subject to Article 10 of this Agreement.

ARTICLE 4 FEES AND EXPENSES

4.1 Client shall pay GIS Workshop for all Services and Deliverables, at the times and in the manner as set forth on each SOW. Client agrees to pay all sales, use, value-added, excise, and other similar taxes (but specifically excluding taxes on, or measured by, GIS Workshop's income) which result from, or are related to the rendition of the Services or the providing of the Deliverables. If a SOW requires Client to reimburse GIS Workshop for reasonable out-of-pocket expenses incurred by GIS Workshop in the rendition of the Services (collectively the "Out-of-Pocket Expenses"), upon Client's written request, GIS Workshop shall furnish documentation verifying the Out-of-Pocket Expenses for which GIS Workshop seeks reimbursement. Upon the execution of a Change Order, GIS Workshop may require Client to pay for all Services and Deliverables completed from execution of the original SOW to the execution of the Change Order. Client shall pay all amounts due and owing upon the due dates set forth in the applicable SOW. Any payment that is past due to GIS Workshop by more than 30 days shall bear interest at the rate of 12% per annum or the highest rate allowed by applicable law (whichever is lower). Client shall reimburse GIS Workshop for all reasonable costs and expenses incurred (including reasonable attorneys' fees) in collecting any overdue amounts.

4.2 Client's failure to make any payment owing and due to GIS Workshop shall be considered a material breach of this Agreement. As such, GIS Workshop may issue a non-payment notice to Client, which, if not satisfied within 30 days after the receipt thereof, shall constitute grounds for GIS Workshop to terminate this Agreement or the SOW(s) applicable to the Services or Deliverables for which payment has not been timely made, in its sole discretion.

ARTICLE 5 DELIVERABLES AND SERVICES

5.1 GIS Workshop shall develop the Deliverables and perform the Services in accordance with the Specifications and terms set forth in the applicable SOW.

5.2 GIS Workshop shall be under no obligation to develop any Deliverables or provide any Services except in accordance with the requirements set forth in each applicable SOW or the Terms of Service (if applicable). Notwithstanding the foregoing, in the event that GIS Workshop agrees to any changes, as may be requested by Client from time to time, to any of the Services or the Deliverables or to the Specifications, such changes shall be documented in a written Change Order.

5.3 GIS Workshop shall deliver the Deliverables, along with all relevant documentation, code and programming language, in a timely manner, in accordance with the milestones and delivery dates further specified in the applicable SOWs. The parties will agree on any testing and acceptance procedures in the applicable SOW.

5.4 Upon final payment by Client under the applicable SOW for a Deliverable and satisfaction of all outstanding payment obligations, Client shall be deemed the owner of title to such Deliverable, excluding the Intellectual Property contained or embodied therein (unless otherwise set forth in the applicable SOW), and Client will receive a royalty-free, non-exclusive license to use the Intellectual Property embodied in such Deliverable solely in connection with Client's rightful use of the applicable Deliverable and conditioned upon Client's compliance with its obligations in this Agreement.

ARTICLE 6 TERM AND TERMINATION

6.1 This Agreement shall commence on the Effective Date and shall continue until terminated as provided in this Agreement. Each SOW shall also have its own termination provision. Unless otherwise agreed, termination of any SOW shall not constitute a termination of any other SOW or of this Agreement. However, the termination of this Agreement shall terminate all unterminated SOWs and the Terms of Service, if applicable.

6.2 GIS Workshop may terminate this Agreement immediately if it reasonably believes that Client is infringing, has infringed, or is threatening to infringe the intellectual property rights of any third parties. This Agreement or any SOW may be immediately terminated, in writing, by either party as follows: (a) if the other party breaches any material provision hereof and does not cure such breach within 30 days after it receives written notification thereof from the non-breaching party; (b) at any time when there are no currently effective SOWs; (c) upon dissolution, insolvency, or any adjudication in bankruptcy of, or any assignment for the benefit of creditors by, the other party.

6.3 Upon termination of this Agreement or any SOW for any reason: (a) Client shall immediately pay all amounts outstanding and due to GIS Workshop under this Agreement and all outstanding SOWs for Services provided and for Deliverables developed hereunder; (b) Client shall immediately cease using any terminated Services; (c) GIS Workshop may take steps to change, remove or otherwise block Client's access to any Services to which Client had access; and (d) upon payment in full of the fees owed to it, GIS Workshop shall deliver to Client any Deliverables, in their current form as of the effective date of termination, along with all documentation,

Specifications, Client Materials, programming language and any other materials related thereto in GIS Workshop's possession, regardless of its stage of completion. Unless otherwise specified in the applicable SOW, Client shall reimburse GIS Workshop for the costs of all non-cancelable products or services procured from third parties in connection with GIS Workshop's performance of the Services.

ARTICLE 7 INTELLECTUAL PROPERTY

7.1 The parties agree that all Intellectual Property that has been or is developed by GIS Workshop in developing the Deliverables or performing the Services hereunder belongs exclusively to GIS Workshop, including all Intellectual Property contained or embodied in the Deliverables, the Services, the Specifications and anything else provided to Client by GIS Workshop in connection with this Agreement, as well as any modifications, enhancements, improvements or derivative works therein or thereto. Client will refrain from taking any action that weakens, deters or otherwise negatively impacts GIS Workshop's rights in its Intellectual Property. Client hereby assigns any and all rights it may be deemed to own in GIS Workshop's Intellectual Property to GIS Workshop. For purposes of clarification, upon payment in full by Client for all Deliverables and Services, Client shall own the Deliverables themselves (including any Site Deliverables under Exhibit B), notwithstanding the fact that no proprietary rights shall accrue to Client in any Intellectual Property embodied therein or associated therewith, and Client may use such Deliverables as it sees fit, subject to Client's full and continued compliance with the terms and conditions of this Agreement.

7.2 Unless otherwise set forth in the applicable SOW, and except as expressly set forth in Section 8.1, GIS Workshop (or the third party information or service providers of GIS Workshop, as applicable) shall be the exclusive owner of all right, title, and interest in and to any and all Intellectual Property embodied in any Deliverable provided to Client hereunder, including all data and data compilations. Notwithstanding the foregoing, Client will retain ownership of the Intellectual Property embodied in any Client Materials that are incorporated into such Deliverable, as such Client Materials exist at the time Client discloses or provides them to GIS Workshop hereunder, and no proprietary rights shall accrue to GIS Workshop in such Client Materials.

7.3 In performing a Service or developing a Deliverable, GIS Workshop may use certain third party technology set forth in the applicable SOW ("Third Party Technology"). To the extent GIS Workshop has the right to grant licenses to such Third Party Technology, GIS Workshop hereby grants to Client a royalty-free, non-exclusive license to use the Third Party Technology solely in connection with its use of the applicable Deliverable, subject to any limitations imposed by the owner of such Third Party Technology.

7.4 GIS Workshop may from time to time arrange for Client's purchase, lease or license of third party hardware, equipment, software, services, data or other products not owned by GIS Workshop ("Third Party Products"). Client's use of Third Party Products is governed by the terms and conditions of any license or other agreement between Client and the third party, and Client agrees to abide by all such terms and conditions. GIS Workshop makes no independent representations and warranties with respect

to any Third Party Products and shall have no liability arising out of or relating to Client's use thereof. Any third party warranties are the exclusive remedies of Client with respect to Third Party Products.

7.5 To the extent Client requests that GIS Workshop use, reproduce or modify any Client Materials, Client hereby represents and warrants to GIS Workshop that GIS Workshop has the right, power and authority to do so, without liability to Client or any third party.

7.6 Except as expressly set forth in this Agreement, each party acknowledges and agrees that nothing in this Agreement shall transfer any right, title or interest in any of either party's Intellectual Property.

ARTICLE 8 REPRESENTATIONS AND WARRANTIES

8.1 Each party hereby represents warrants the following:

- (a) It is validly organized, in good standing, and licensed to conduct business in each jurisdiction in which the failure to do so would have a material adverse effect on such Party;
- (b) It has all necessary corporate power and authority to enter into this Agreement, to grant to the other Party all of the rights granted hereby and to perform its obligations hereunder;
- (c) This Agreement is and shall remain the valid, legal and binding obligation of such Party, enforceable against it in accordance with its terms, except where enforceability may be limited by bankruptcy, insolvency or similar laws affecting creditors' rights or by principles of equity; and
- (d) The execution, delivery and performance of this Agreement does not conflict with, or result in a breach of, any agreement, written or oral, to which it is a party or by which it or its properly is bound.

ARTICLE 9 WARRANTY DISCLAIMER

9.1 EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, CLIENT AGREES THAT ITS USE OF ANY DELIVERABLE PROVIDED BY GIS WORKSHOP PURSUANT TO THIS AGREEMENT IS SOLELY AT CLIENT'S OWN RISK. CLIENT AGREES THAT ALL SERVICES AND DELIVERABLES ARE PROVIDED ON AN "AS IS," AND "AS AVAILABLE" BASIS, EXCEPT AS OTHERWISE NOTED IN THIS AGREEMENT. GIS WORKSHOP EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND PERTAINING TO THE SERVICES AND DELIVERABLES THAT ARE NOT EXPRESSLY SET FORTH HEREIN, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. GIS WORKSHOP MAKES NO WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES OR DELIVERABLES OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SERVICES OR DELIVERABLES. TO THE EXTENT ANY JURISDICTION DOES NOT PERMIT THE EXCLUSION OF CERTAIN WARRANTIES, SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO CLIENT.

ARTICLE 10 LIMITATION OF LIABILITY

CLIENT AGREES THAT GIS WORKSHOP'S ENTIRE LIABILITY, AND CLIENT'S EXCLUSIVE REMEDY, IN LAW, IN EQUITY, OR OTHERWISE, WITH RESPECT TO ANY SERVICES OR DELIVERABLES PROVIDED UNDER THIS AGREEMENT, OR OTHERWISE WITH RESPECT TO THIS AGREEMENT, IS SOLELY LIMITED TO THE FEES PAID TO GIS WORKSHOP BY CLIENT UNDER THE APPLICABLE SOW DURING THE SIX MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE EVENT THAT GAVE RISE TO THE CLAIM FOR DAMAGES. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF A STATE DOES NOT PERMIT THE EXCLUSION OR LIMITATION OF LIABILITY AS SET FORTH HEREIN, LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY APPLICABLE LAW. SUBJECT TO ARTICLE 11, INDEMNIFICATION, OF THIS MASTER SERVICES AGREEMENT, CLIENT AGREES THAT REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO THIS AGREEMENT MUST BE THE SUBJECT OF A NOTICE TO GIS WORKSHOP, WITHIN 1 YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE, OR SUCH CLAIM SHALL BE FOREVER BARRED.

ARTICLE 11 INDEMNIFICATION

11.1 Each party, GIS Workshop and Client, on behalf of itself and its respective affiliates, officers, directors, agents, and employees (collectively, the "Indemnifying Party") agrees to indemnify and hold the other party and each of its respective affiliates, officers, directors, agents, and employees (collectively, the "Indemnified Party") harmless from and against any and all claims, demands, liabilities, obligations, losses, damages, penalties, fines, amounts paid in settlement, interest, expenses and disbursements of any kind and nature whatsoever (including attorneys' fees, court costs, accountants' fees and fees of expert witnesses, which shall be paid as incurred), arising out of, resulting from, relating to, in the nature of or caused by any suit, investigation, proceeding, demand or claim by any third party (collectively "Claims"), arising out of or related to (a) a violation by the Indemnifying Party of any applicable rule, law, regulation, court order or decree or other like item; (b) a material breach of any provision of this Agreement or any representation, warranty, or obligation made by the Indemnifying Party hereunder; or (c) any personal injury (including death) or property damage arising out of, resulting from, relating to, in the nature of or caused by the gross negligence or willful misconduct of the Indemnifying Party, its officers, directors, agents or employees.

ARTICLE 12 CONFIDENTIALITY

12.1 During the term of this Agreement, each party (the "Disclosing Party") may provide the other party hereto (the "Receiving Party") with certain confidential and proprietary information ("Confidential Information"). Confidential Information includes all research, financial and accounting data and projections, technical data, computer programs, customer lists and information, marketing strategies, estimated staffing requirements, know-how, any information that is marked "confidential" or "proprietary" (or with

words of similar import), any information that is orally disclosed, identified as confidential at the time of disclosure and confirmed in writing as being confidential within 30 days thereafter, as well as any information or material which, by its nature and under the circumstances surrounding its disclosure, is generally considered proprietary and confidential, regardless of whether it is marked or properly reduced to writing. Confidential Information does not include information that (a) is publicly known at the time of its disclosure; (b) is lawfully received by the Receiving Party from a third party not under an obligation of confidentiality to the Disclosing Party; (c) is published or otherwise made known to the public by the Disclosing Party; or (d) was generated independently by the Receiving Party before disclosure by the Disclosing Party. The Receiving Party will refrain from using the Disclosing Party's Confidential Information except to the extent necessary to perform its obligations under this Agreement. The Receiving Party will likewise restrict its disclosure of the Disclosing Party's Confidential Information to those who have an absolute need to know such Confidential Information in order for the Receiving Party to perform its obligations under this Agreement. Such persons will be informed of and will agree to the provisions of this Article 12 and the Receiving Party will remain responsible for any unauthorized use or disclosure of the Confidential Information by any of them. The above-described nondisclosure obligations shall be in effect during the term of this Agreement and for a period of 2 years thereafter; provided, however, that the Receiving Party may disclose such Confidential Information if required or requested to do so by a governmental agency, a court or administrative subpoena, an order or other legal process or requirement of law, or in order to defend its rights hereunder. If so requested or required, the Receiving Party shall (x) first notify the Disclosing Party of such request, requirement or proposal for use in defense; (y) in the case of a required disclosure, furnish only such portion of the Confidential Information as it is advised in writing by counsel that it is legally required to disclose; and (z) cooperate with the Disclosing Party in its efforts to obtain an order or other reliable assurance that confidential treatment will be accorded to that portion of the Confidential Information that is required to be disclosed. Upon the termination of this Agreement in its entirety, and upon the written request of the Disclosing Party, each Receiving Party shall return all Confidential Information of the Disclosing Party which is in its possession or under its control.

ARTICLE 13 MISCELLANEOUS

13.1 Any notice, consent or other communication required or permitted hereunder shall be in writing. It shall be deemed given when (a) delivered personally, (b) sent by confirmed fax or e-mail, (c) sent by commercial overnight courier with written verification of receipt, or (d) sent by registered or certified mail, return receipt requested, postage prepaid, and the receipt is returned to the sender. Names, addresses and fax numbers for notices (unless and until written notice of other names, addresses and fax numbers are provided in accordance with the provisions of this Section) are listed on the signature page to this Agreement.

13.2 Except as expressly stated herein, the remedies provided to the parties under this Agreement shall be cumulative and non-exclusive.

13.3 This Agreement shall be construed, interpreted and enforced according to the laws of the State of Nebraska, without giving effect to the conflicts of law principles thereof. Any dispute arising under this Agreement will be first referred for resolution to each party's respective management designee. To the extent that the designees of the parties cannot resolve the dispute within a reasonable period of time, the parties shall consider in good faith trying to settle the dispute by non-binding mediation and/or engaging in binding arbitration. Any and all mediation and arbitration hearings shall be held in or closest to Lincoln, Nebraska, unless the parties agree otherwise. All such arbitration will be conducted in accordance with the then-current Commercial Arbitration Rules of the American Arbitration Association by a panel of three neutral arbitrators, one selected by each party and the third (who will be the Chair of the panel) selected by the two arbitrators. The award or decision rendered by the panel (including an allocation of the costs of arbitration) will be final, binding, and judgment may be entered upon such award by any court of competent jurisdiction. Neither party shall initiate litigation with respect to any dispute until at least ninety (90) days after notice of the dispute is first given or received. In the event litigation is pursued, each party, for itself and its successors and assigns, hereby expressly and irrevocably (a) consents to the exclusive jurisdictions of the state and federal courts of the State of Nebraska for any litigation arising out of this Agreement, (b) waives any objection based on forum non conveniens or any objection to venue of any such action, and (c) waives any rights it may have to a jury trial in respect of any litigation arising out of, under, or in connection with, this Agreement.

13.4 This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument. The parties may execute this Agreement and exchange counterparts of the signature pages by means of facsimile transmission or electronic mail, and the receipt of such executed counterparts by facsimile transmission or electronic mail shall be binding on the parties.

13.5 The parties acknowledge that GIS Workshop is an independent contractor with respect to Client. Nothing contained herein shall be construed as creating any agency, partnership, joint venture or employment relationship between GIS Workshop and Client. Client will not supervise GIS Workshop. GIS Workshop shall pay all taxes due and payable on the payments received from Client in accordance with federal, state and local law (except for those taxes attributable to Client's income). Client shall not withhold or pay any federal, state or local income tax, or any other payroll tax of any kind, on behalf of GIS Workshop. GIS Workshop not eligible for, nor entitled to, and shall not participate in, any of Client's fringe benefit plans.

13.6 GIS Workshop may assign this Agreement in the event of a sale of all or substantially all its assets or a merger, consolidation or change in control of a majority of its outstanding voting shares. Otherwise, except as otherwise provided herein, neither party may assign its rights or obligations under this Agreement without the other party's prior written consent, which consent may be withheld or conditioned at the discretion of the non-assigning party. GIS Workshop may not subcontract the delivery or performance of the Deliverables and the Services, or any of its other obligations hereunder, in whole or in part, to any of GIS Workshop's subcontractors or other third parties selected by GIS Workshop.

without the Client's prior written consent, which consent will not be unreasonably withheld or delayed.

13.7 This Agreement, including all applicable SOWs, Change Orders and scope documents, the Terms of Service (if applicable) and other addenda (if any) (all of which are incorporated herein by this reference) contains the entire agreement of the parties with respect to the subject matter hereof and shall supersede and replace any and all other prior or contemporaneous discussions, negotiations, agreements or understandings between the parties, whether written or oral, regarding the subject matter hereof. No waiver, amendment or modification of any provision of this Agreement shall be effective unless in writing and signed by the party against whom such waiver, amendment or modification is sought to be enforced. In the event of any conflict between the provisions of this Master Services Agreement and any SOW, the Terms of Service, or any other addenda, the provisions of this Master Services Agreement will control. No consent by either party to, or waiver of, a breach by either party shall constitute a consent to or waiver of any other different or subsequent breach by either party.

13.8 If any provision of this Agreement shall be unenforceable or invalid under any applicable law or be so held by applicable court decision, the remaining provisions of this Agreement shall remain in full force and effect. The unenforceable or invalid provision shall be changed and interpreted so as to best accomplish the objectives of such provision within the limits of applicable law or applicable court decisions.

13.9 As used in this Agreement, "including" means "including without limitation". The words "or" and "nor" are inclusive and include "and". The singular shall include the plural and vice versa. References to "Articles," "Sections," or "SOWs" shall mean the Articles, Sections or SOWs of or attached to this Agreement, unless otherwise expressly indicated. The headings or titles preceding the text of any Article or Section are inserted solely for convenience of reference, and shall not constitute a part of this Agreement, nor shall they affect the meaning, construction or effect of this Agreement.

13.10 If either party is delayed or prevented from performing its obligations under this Agreement as a result of any cause beyond its reasonable control, including, without limitation, acts of God, fire, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, utility or communication interruptions, rejection of domain name by registration company, transportation delays, power failure, computer failure, failure of Client's computer system, GIS Workshop system downtime for routine maintenance, network problems, or telecommunications failure (each a "Force Majeure Event"), the delay shall be excused during the continuance of, and to the extent of such cause, and the period of performance shall be extended to the extent necessary to allow performance after the cause of delay has been removed.

13.11 The provisions of Articles 1, 4, 7, 9-12, along with Sections 2.3, 3.2, 6.3, 13.2, 13.3, 13.5, 13.6, 13.8 and this Section 13.11 of this Agreement shall survive the termination of this Agreement, to the extent applicable.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

GIS Workshop, LLC

Signature:

By: 

Name: Janelle Bartels

Its: Chief Operating Officer

Date: 5/1/16

Address: 4949 NW 1st, Ste. 1, Lincoln, NE 68521

Client:

By: _____

Name: _____

Its: _____

Date: _____

Address: _____

EXHIBIT A

See Statement of Work (Project No. 0087-010) attached separately

EXHIBIT B

Terms of Service

GIS WORKSHOP TERMS OF SERVICE

THESE TERMS OF SERVICE (the "Terms of Service") are effective as of the first date on which the person or entities agreeing hereto (the "Client") executes a Statement of Work or Master Services Agreement, agreeing to be bound to these Terms of Service, or otherwise indicates its acceptance of these Terms of Service by registering for and accessing the Service (as hereinafter defined) (the "Effective Date"). These Terms of Service outlines the services that the Client will receive. These Terms of Service shall be a binding agreement between Client and GIS Workshop, LLC ("GISW") (each a "Party" and collectively the "Parties"). The Terms of Service govern the Parties' rights and obligations with respect to the provision and access of those certain web-based services (the "Service") offered by GISW on and through its website (the "Site") for personal or business use by Client in connection with WebGIS (the "Purpose"). Client acknowledges that it has read these Terms of Service carefully before accessing or using the Site or the Service and agrees to be bound by the terms and conditions therein. To the extent GISW makes any material changes to these Terms of Service, it shall use commercially reasonable efforts to notify and seek Client's acceptance of such changes prior to such changes becoming effective as to Client. Capitalized terms which are used but not otherwise defined herein shall have the meanings ascribed to them in the Master Services Agreement. In the event of any conflict between the Terms of Service and the Master Services Agreement executed by the Parties, the Master Services Agreement shall control.

1.SERVICE. Subject to Client's continued compliance with these Terms of Service, and in consideration of GISW granting access to Client to the Site and Service in accordance with the terms hereof and the Subscription Fee (as defined below) paid by Client hereunder, GISW grants to Client, and Client hereby accepts, pursuant to the terms and conditions set forth herein, a non-exclusive, non-transferable, non-sublicensable right and subscription to use and access the Service through the Site, solely in connection with the Purpose. All features, content, specifications, Site Deliverables, data and layout of the Service described or depicted on, or generated through, the Site are subject to change.

2.THIRD PARTY PRODUCTS. Client acknowledges that the Service may include access to third party software, services and data (collectively, "Third Party Products"). By accessing the Service, Client is agreeing to be bound by each of these third party's terms with respect to their own software, services and data. GISW makes no independent representations or warranties with respect to any Third Party Products and shall have no liability arising out of or relating to Client's use thereof.

3.SCOPE OF SUBSCRIPTION RIGHTS. The rights granted by GISW to Client for the Service are personal to Client and allow Client to use and access the Service and any Site Deliverables (as defined below) generated through the Service for its own personal or business use, for public access (allowing the public to use any available computers or mobile devices to obtain access), on its own computer or mobile device, and strictly for the Purpose. Except as otherwise provided herein, these subscription rights may not be shared by more than one individual or assigned to new users without the consent of GISW, which may be withheld in GISW's sole and absolute discretion.

4.FEES AND PAYMENT TERMS.

(a) In consideration for GISW granting Client access to the Service, Client agrees to pay to GISW a non-refundable subscription fee in the amount and on the terms set forth on GISW's then-current fee schedule (the "Subscription Fee"), which shall be charged in accordance with the applicable terms of the statement of work executed by the parties (the "SOW").

(b) Unless otherwise agreed to by the parties, Client shall be initially charged the Subscription Fee on the Effective Date. Client shall register for the Service either through the execution of an SOW with GISW, or through accessing the Service electronically. Upon registration, Client may submit credit card information for the account that will be automatically charged for the Subscription Fee. Alternatively, GISW may issue an invoice to Client for payment by Client in accordance with the terms of such invoice. The Subscription Fees shall be processed on a reoccurring basis by GISW and either automatically charged to Client's credit card or through an issued invoice, which shall be payable by Client in accordance with its terms and the applicable terms of the SOW.

(c) In the event that GISW elects to allow for payment by credit card, GISW may use a third-party intermediary to manage credit card processing, and this intermediary will not be permitted to store, retain or use Client's billing information except to process Client's credit card

information for GISW. GISW's handling of Client's personal information shall be in accordance with GISW's privacy policies and practices, which will be provided to Client upon request.

(d) If Client's credit card payment information is entered in error or if payment does not go through for processing and Client fails to update or correct such payment information upon GISW's request, GISW may immediately terminate these Terms of Service and suspend Client's account without notice. In the event of any termination or suspension hereunder, Client will still have access to those portions and features of the Service that are made available to Client for no charge.

(e) The Subscription Fee does not include any taxes, levies, duties or similar governmental assessments, including value-added, sales, use or withholding taxes assessable by any local, state or federal jurisdiction that may be levied upon the Service or Client's use of the Site. If taxes should be imposed on any of the foregoing, Client will pay all such taxes (excluding taxes imposed on or measured by GISW's income) and hold GISW harmless for the payment of any and all such taxes.

5. CLIENT MATERIALS. Client acknowledges and agrees that, in order for Client to fully utilize certain portions of the Service, Client must input certain Client Materials into the Service via the Site or via the GISW. By doing so, Client is not relinquishing any of its ownership or rights in and to such Client Materials. However, Client hereby grants to GISW, and GISW hereby accepts, a non-exclusive, sublicensable, perpetual, worldwide license to use, host, reproduce, store, enhance, supplement and otherwise distribute the Client Materials in any and all ways necessary for GISW to provide to Client the Service, to generate the Site Deliverables, and for all other legitimate business purposes of GISW related to the Service or Site (or with respect to GISW's other legitimate business needs). Client, not GISW, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership of all Client Materials, and GISW shall not be responsible or liable for the deletion, correction, inaccuracy, destruction, damage, loss or failure to store any Client Materials. Client acknowledges and agrees that GISW is not responsible for examining or evaluating and makes no guarantees regarding the accuracy, completeness, timeliness, validity, legality, decency, quality or any other aspect of the Client Materials, and GISW shall have no liability to Client or any third party for its use of or reliance on the Client Materials. GISW reserves the right to remove and/or discard Client Materials upon thirty (30) days written notice to the Client. If the Client does not claim the Client Materials or make arrangement to do so within thirty (30) days of GISW providing the written notice to the Client, GISW may remove and/or discard the Client Materials. GISW will, upon request, provide Client with access to the Client Materials during the Term of these Terms of Service, in a form reasonably agreed to by GISW and Client. The parties agree that GISW will provide notice to the Client of any Client Materials of which it has possession upon termination of these Terms of Service. GISW will maintain any such Client Materials for a period of thirty (30) days following termination of the agreement. If the Client or another representative of the State of Nebraska does not claim or make arrangements to claim the Client Materials within thirty (30) days after the notice, GISW has no further obligation to maintain any Client Materials.

6. SITE DELIVERABLES. As part of the Service, GISW may generate certain data, reports, studies, charts, presentations or other deliverables (collectively, the "Site Deliverables"). While GISW makes extensive efforts to present accurate and up to date Site Deliverables, Client acknowledges that such Site Deliverables rely largely on the accuracy and currency of the third party data used by GISW in connection therewith. Thus, GISW makes no representations or warranties as to the Site Deliverables, and the Parties acknowledge that the Site Deliverables may be inaccurate, incomplete, unreliable or out of date. Client should independently verify the accuracy, completeness and relevance of any information it receives from GISW as part of a Site Deliverable before relying on it for any purpose of material impact. GISW is not responsible for damages from lost profits, loss of business or any other losses arising out of Client's use of or reliance on the Site Deliverables, Service or Site.

7. SERVICE RESTRICTIONS. Client agrees it will not:

(a) Rent, lease, license, loan, transfer, assign, sell, copy, sublicense, commercialize, distribute or otherwise use or provide access to the Site, the Service or Site Deliverables, or the underlying software used therein, in whole or in part, on a temporary or permanent basis, except as expressly permitted by these Terms of Service;

(b) Use the Service, the Site Deliverables, the underlying software used therein, or any portion thereof to create any tool, application or software product that can be used to create software applications of any nature whatsoever;

(c) Use the Service, Site Deliverables, or the Site in any unlawful manner whatsoever;

(d) Remove, alter, cover, obfuscate, and/or otherwise deface any proprietary notices on the Site or the Site Deliverables;

(e) Access the Service by any means other than through the Site;

(f) Spider, data-mine, scrape, probe or otherwise attempt to abuse the Site or Service; or

(g) Modify, alter, adapt, copy, decompile, disassemble, reverse engineer, reverse assemble or emulate the functionality, reverse compile, attempt to derive the source code of, reduce to human readable form, or create derivative works of the Service, the Site or the underlying software used therein, in whole or in part.

8. REGISTRATION. Prior to Client being able to access the Service, Client may be required to register for the Service on the Site. Alternatively, Client may register for the Service by executing a written agreement (i.e. a Master Agreement or SOW) with GISW in the form provided to Client by GISW. As part of the registration process, Client will be required to provide certain information, and may be awarded a username and password. Client shall remain responsible for maintaining the security of its account, including its username and password, and shall not disclose it to any third party except as authorized herein. GISW will not be responsible or liable for any loss or damage caused by Client's failure to comply with its security obligation. Client remains responsible for all activity occurring under its accounts, and shall notify GISW immediately of any unauthorized use of any password or account or any other known or suspected breach of security.

9. SUPPORT, MAINTENANCE AND UPGRADES.

(a) Provided Client is not in breach of these Terms of Service, and provided these Terms of Service remain in effect, GISW will provide general support services related to the Service during the hours of 8:00 AM through 5:00 PM, CST, Monday through Friday (not including holidays). This schedule may change from time to time, as determined by GISW in its sole discretion. General support services will include email communication during the time frame described above. Any support services beyond those described herein, or any support services provided outside of the time frame described above, may be provided by GISW at GISW's sole and absolute discretion, and upon terms determined by GISW.

(b) Client understands and acknowledges that GISW has the right to modify and update (or refrain from modifying and updating) the Site and Service at any time, provided however, that GISW will notify Client of any material changes in the existing functionality or capabilities of the Service. Updates and improvements provided as part of GISW's general maintenance services shall be made in GISW's sole and absolute discretion. GISW shall be under no obligation to provide any updates, improvements or enhancements. All right, title and interest to upgrades, enhancements, and special programming shall vest in and belong to GISW. Client specifically acknowledges that some additional services or upgrades may be developed for the Service, for which GISW may require the payment of additional fees or other terms and conditions in order for Client to be entitled to use such additional services or upgrades, which services or upgrades shall not be deemed to be Services hereunder absent payment of such fees or compliance with such conditions.

10. BACKUP; DISASTER RECOVERY; SECURITY.

(a) GISW agrees to maintain, through itself or through third party service providers, backup and disaster recovery facilities sufficient to permit it to recover and make available to Client under these Terms of Service the Site, Service, Site Deliverables, and Client Materials within forty eight (48) hours of any system failures or data loss.

(b) GISW shall maintain adequate security precautions to minimize the likelihood of any unauthorized access through the Internet to Client Materials or other data provided by Client to GISW through the Site, including, among other things, the use of a secure server, protective firewalls and encryption.

11. OWNERSHIP OF INTELLECTUAL PROPERTY. Except with respect to the Client Materials, which GISW acknowledges is the property of Client, Client acknowledges that GISW and/or the third party sources of GISW's information are the owners of all right, title and interest in and to all Intellectual Property in the Service, the Site, Site Deliverables, Third Party Products and the underlying software used therein, in any form whatsoever, including: a) the technology available as part of or embodied in the Service; and b) all content, including but not limited to text, software, music, sound, photographs, video, graphics, plots, typeset formulas, tables, general page layouts, juxtapositions of data or other material contained in the Site, the Site Deliverables or otherwise provided as part of the Service. Client acknowledges that the Site, the Service, the Site Deliverables, and any other products or services offered by GISW are protected by United States and international copyrights, patents, trademarks, service marks, trade secrets or other proprietary and intellectual property rights and laws, as applicable. Client acknowledges that it claims no proprietary rights in any Intellectual Property of GISW, the Site, the Site Deliverables, the Service, or Third Party Products, and will be entitled to only such rights as are granted to Client pursuant to any and all agreements between GISW and Client. The Site, the Site Deliverables, and the Service may be used only in accordance with the terms and conditions of these Terms of Service. All pending and/or registered trademarks and service marks, and other graphics, logos, and trade names used by GISW in connection with the Site, the Site Deliverables, and the Service, and any other products or services offered by GISW (collectively the "GISW Trademarks") are the trademarks of GISW or its content providers. GISW and Client acknowledge that, in the event of any third party claim that the Site, the Site Deliverables, or the Service infringes such third party's Intellectual Property Rights, GISW will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim, subject to these Terms of Service. For purposes of clarification, upon payment in full by Client of all applicable Subscription Fees, Client shall own the Site Deliverables themselves, notwithstanding the fact that no

proprietary rights shall accrue to Client in any Intellectual Property embodied therein or associated therewith, and Client may use such Site Deliverables as it sees fit, subject to Client's full and continued compliance with the terms of conditions of these Terms of Service.

12. CANCELLATION, TERM AND TERMINATION.

(a) Term. These Terms of Service shall become effective as of the Effective Date and shall continue in effect for the period of time set forth in the SOW, unless and until terminated in accordance with these Terms of Service or upon termination of the Master Agreement entered into between the parties (collectively, the "Term"). Termination of these Terms of Service will not terminate the Master Agreement between the parties, but termination of the Master Agreement will automatically terminate these Terms of Service.

(b) Termination. These Terms of Service may be immediately terminated, in writing, by either Party as follows: (a) if the other Party breaches any material provision hereof and does not cure such breach within 30 days after it receives written notification thereof from the non-breaching Party; (b) upon dissolution, insolvency, or any adjudication in bankruptcy of, or any assignment for the benefit of creditors by, the other Party.

(c) Effect of Termination. Upon termination of these Terms of Service for any reason, Client shall immediately cease any use of the Service, any Site Deliverables that have not been personally delivered to Client, and the Site. All fees otherwise due and payable shall be immediately paid.

13. MUTUAL REPRESENTATIONS AND WARRANTIES. Each Party represents and warrants as follows:

(a) It has all necessary power and authority to enter into these Terms of Service, to grant to the other Party all of the rights granted hereby and to perform its obligations hereunder;

(b) The Terms of Service are and shall remain the valid, legal and binding obligation of such Party, enforceable against it in accordance with its terms, except where enforceability may be limited by bankruptcy, insolvency or similar laws affecting creditors' rights or by principles of equity; and

(c) The execution, delivery and performance of these Terms of Service does not conflict with or result in a breach of, any agreement, written or oral, to which it is a party or by which it or its property is bound.

14. LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE PROVIDED HEREIN, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA OR USE, INCURRED BY THE OTHER PARTY OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. AND EVEN IF ANY OF THE LIMITED REMEDIES OF THESE TERMS OF SERVICE FAIL TO FULFILL ITS ESSENTIAL PURPOSE. SUBJECT TO "16 INDEMNITY" OF THESE TERMS OF SERVICE, GISW SHALL NOT BE LIABLE TO CLIENT FOR ANY BREACH OF SECURITY ON THE SITE, REGARDLESS OF WHETHER ANY REMEDY PROVIDED IN THESE TERMS OF SERVICE FAILS ITS ESSENTIAL PURPOSE. SUBJECT TO "16 INDEMNITY" OF THESE TERMS OF SERVICE, IN NO EVENT SHALL GISW'S AGGREGATE LIABILITY FOR DAMAGES UNDER THESE TERMS OF SERVICE CLAIMED BY CLIENT OR ANY THIRD PARTY ARISING FROM CLIENT'S USE OR RELIANCE ON THE SITE, SERVICE OR SITE DELIVERABLES EXCEED PAYMENTS MADE BY CLIENT TO GISW DURING THE SIX (6) MONTHS PRECEDING THE CLAIM. SOME STATES OR OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO CLIENT.

15. NO WARRANTY

(a) CLIENT AGREES TO USE THE SERVICE, THE SITE DELIVERABLES AND THE SITE AT ITS SOLE RISK, AND GISW SHALL HAVE NO LIABILITY TO CLIENT OR ANY THIRD PARTY FOR ITS USE OR ACCESS OF OR RELIANCE ON THE SERVICE, THE SITE, OR THE SITE DELIVERABLES. CLIENT RECOGNIZES THAT THE INTERNET CONSISTS OF MULTIPLE PARTICIPATING NETWORKS THAT ARE SEPARATELY OWNED AND THEREFORE ARE NOT SUBJECT TO THE CONTROL OF GISW. CLIENT ALSO ACKNOWLEDGES THAT COMPUTER SYSTEMS ARE INHERENTLY UNSTABLE AND MAY MALFUNCTION OR CEASE TO FUNCTION AT ANY TIME WITHOUT WARNING. MALFUNCTION OR CESSATION OF INTERNET SERVICES BY INTERNET SERVICE PROVIDERS OR OF ANY OF THE NETWORKS THAT FORM THE INTERNET MAY MAKE THE SERVICE OR SITE TEMPORARILY OR PERMANENTLY UNAVAILABLE. THE SERVICE, THIRD PARTY PRODUCTS, SITE DELIVERABLES, SITE, INTELLECTUAL PROPERTY AND ANY RELATED PRODUCTS AND SERVICES ARE SUPPLIED TO CLIENT "AS IS." NEITHER GISW NOR ANY THIRD PARTY INFORMATION OR SERVICE PROVIDER OF GISW GIVES ANY WARRANTIES, EXPRESS OR IMPLIED, RELATED THERETO, EXCEPT AS EXPRESSLY PROVIDED HEREIN. GISW DISCLAIMS, AND CLIENT EXPRESSLY WAIVES, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. IN PARTICULAR, EXCEPT AS OTHERWISE SET FORTH IN SECTIONS 2.1 AND 5.1 OF THE MASTER SERVICES AGREEMENT, NEITHER GISW NOR ANY THIRD PARTY INFORMATION OR SERVICE PROVIDER OF GISW MAKES

ANY WARRANTIES THAT (A) THE SERVICE WILL MEET CLIENT'S REQUIREMENTS, (B) THE SERVICE OR SITE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (C) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE, SITE DELIVERABLES OR SITE WILL BE ACCURATE OR RELIABLE, (D) THE QUALITY OF ANY PRODUCTS, SERVICES, SITE DELIVERABLES, INFORMATION OR OTHER MATERIAL RECEIVED OR OBTAINED BY CLIENT THROUGH THE SERVICE, SITE DELIVERABLES OR SITE WILL MEET CLIENT'S EXPECTATIONS, OR (E) ANY ERRORS IN THE SOFTWARE USED TO OPERATE THE SERVICE AND SITE WILL BE CORRECTED. ANY MATERIALS DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE OR SITE, INCLUDING THE SITE DELIVERABLES, ARE ACCESSED AT CLIENT'S OWN DISCRETION AND RISK, AND CLIENT WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO ITS COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. FURTHER, THE SERVICE, THE SITE AND DATA MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. EXCEPT AS EXPRESSLY SET FORTH HEREIN, GISW IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

16. INDEMNITY. Each party, GIS Workshop and Client, on behalf of itself and its respective affiliates, officers, directors, agents, and employees (collectively, the "Indemnifying Party") agrees to indemnify and hold the other party and each of its respective affiliates, officers, directors, agents, and employees (collectively, the "Indemnified Party") harmless from and against any and all claims, demands, liabilities, obligations, losses, damages, penalties, fines, amounts paid in settlement, interest, expenses and disbursements of any kind and nature whatsoever (including attorneys' fees, court costs, accountants' fees and fees of expert witnesses, which shall be paid as incurred), arising out of, resulting from, relating to, in the nature of or caused by any suit, investigation, proceeding, demand or claim by any third party (collectively "Claims"), arising out of or related to (a) a violation by the indemnifying Party of any applicable rule, law, regulation, court order or decree or other like item; (b) a material breach of any provision of this Agreement or any representation, warranty, or obligation made by the indemnifying Party hereunder; or (c) any personal injury (including death) or property damage arising out of, resulting to, in the nature of or caused by the gross negligence or willful misconduct of the Indemnifying Party, its officers, directors, agents or employees.

17. CONFIDENTIALITY. During the Term of these Terms of Service, GISW may provide the Client with certain confidential and proprietary information ("Confidential Information"). Confidential Information includes, but is not limited to, the Site Deliverables, all code, inventions, techniques, algorithms, know-how and ideas, all business, financial and technical trade secrets, any written information which is marked "Confidential," any information which is orally disclosed, identified as confidential at the time of disclosure and confirmed in writing as being confidential within thirty (30) days thereafter, as well as any information or material which, by its nature and under the circumstances surrounding its disclosure, is generally considered proprietary and confidential, regardless of whether it is marked or properly reduced to writing. However, "Confidential Information" will not include information that (a) is publicly known at the time of its disclosure or becomes publicly known thereafter through no fault of the Client; (b) is lawfully received by the Client from a third party not under an obligation of confidentiality to the GISW, (c) is published or otherwise made known to the public by the GISW, or (d) was generated independently by the Client before disclosure by the GISW. The Client will refrain from using the GISW's Confidential Information except to the extent necessary to exercise its rights or perform its obligations under these Terms of Service. The Client will likewise restrict its disclosure of the GISW's Confidential Information to those who have an absolute need to know such Confidential Information in order for the Client to perform its obligations and enjoy its rights under these Terms of Service. Such persons will be informed of and will agree to the provisions of this Section 17 and the Client will remain responsible for any unauthorized use or disclosure of the Confidential Information by any of them.

18. FORCE MAJEURE. Neither Party shall be liable for damages hereunder for a delay or failure in its performance of any obligation under these Terms of Service as a result of causes beyond its reasonable control, including acts of God, fire, riots, acts of war, terrorism, labor disputes, lockouts, embargoes, insurrection, riots, inability to obtain materials or labor due to governmental acts, rules, regulations or directives, utility or communication interruptions, transportation delays, power failure, computer failure, breakdown of machinery, accidents, fires, floods or other natural disasters (each a "Force Majeure Event"). Upon the giving of prompt written notice to the other Party of a Force Majeure Event, the time of performance by the Party so affected shall be extended to the extent and for the period that its performance of said obligations is prevented by such cause.

19. LINKS TO THIRD PARTY SITES. The Site and Services may include links that will take Client to other sites outside of the Site ("Linked Sites"). The Linked Sites are provided by GISW to Client as a convenience and the inclusion of the links do not imply any endorsement by GISW of any Linked Site. GISW has no control of the Linked Sites and Client therefore acknowledges and agrees that GISW is not responsible for the contents of any Linked Site, any link contained in a Linked Site or any changes or updates to a Linked Site. Client further acknowledges and agrees that GISW is not responsible for any form of transmission (e.g. webcasting) received from any Linked Site.

20. GENERAL INFORMATION.

(a) Client will be responsible for providing any hardware, devices or applications necessary to access the Site, Service, Site Deliverables and Client Materials and to otherwise make the Client Materials available to GISW in order to permit it to provide the Service or access the Site.

(b) These Terms of Service shall be governed by Section 12.3 of the Master Services Agreement when the parties have a dispute.

(c) If Client should have any questions, complaints or claims with respect to the Service, such questions, complaints or claims should be directed to:

GIS Workshop, LLC
Janelle Bartels
Chief Operating Officer
4949 NW 1st St., Ste 1, Lincoln, NE 68521
jbartels@gisworkshop.com
(402) 436-2150

(d) These Terms of Service may not be assigned or transferred by Client without the express written consent of GISW, which may be granted or withheld in GISW's sole discretion. These Terms of Service may not be assigned or transferred by GISW without the express written consent of Client which may be granted or withheld in Client's sole discretion, provided, however, that GISW may assign these Terms of Service in the event of a sale of all or substantially all of its assets or a merger, consolidation or change in control of a majority of its outstanding voting shares without the express written consent of Client.

(e) The words "or" and "nor" are inclusive and include "and." "Including" means "including without limitation" and does not limit the preceding words or terms. The singular shall include the plural and vice versa. References to "Sections" shall mean the Sections of the Terms of Service, unless otherwise expressly indicated. The headings or titles preceding the text of the Sections are inserted solely for convenience of reference, and shall not constitute a part of these Terms of Service, nor shall they affect the meaning, construction or effect of the Terms of Service.

(f) These Terms of Service constitute the entire agreement of the Parties regarding the subject matter herein and supersede all prior or contemporaneous agreements, understandings or communications between the parties, whether written or oral. These Terms of Service may not be amended, modified, qualified or otherwise changed or altered except in writing executed by an authorized signatory of each Party hereto.

(g) No agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship is intended or created by these Terms of Service.

(h) If any provision of these Terms of Service or the application thereof to any Party or circumstances shall be declared void, illegal or unenforceable, the remainder of these Terms of Service shall be valid and enforceable to the extent permitted by applicable law. In such event, the Parties shall use their best efforts to replace the invalid or unenforceable provision by a provision that, to the extent permitted by the applicable law, achieves the purposes intended under the invalid or unenforceable provision. Any deviation by either Party from the terms and provisions of these Terms of Service in order to comply with applicable laws, rules or regulations shall not be considered a breach of these Terms of Service. The provisions that expressly or by their nature survive the termination of these Terms of Service, or those provisions that will not be fully performed upon termination or expiration of these Terms of Service, shall survive the termination or expiration of these Terms of Service, as applicable.

(i) Client shall comply with all applicable laws, rules and regulations with respect to the performance of its obligations hereunder and otherwise with respect to its access and use of the Site and Service, including all applicable laws regarding the transmission of technical data exported from the United States or the country in which Client resides.

(j) The terms that, either expressly survive the termination of these Terms of Service or by their nature will not fully be performed during the Term, including but not limited to Sections 11, 12(c), 15, 16, 17, 20(b) and this Section 20(j), shall survive the termination or expiration of these Terms of Service.

CLIENT ACKNOWLEDGES THAT IT HAS READ THESE TERMS OF SERVICE, UNDERSTANDS THEM AND WILL BE BOUND BY THE PROVISIONS CONTAINED HEREIN. CLIENT FURTHER ACKNOWLEDGES THAT THESE TERMS OF SERVICE MAY NOT BE AMENDED BY CLIENT WITHOUT THE EXPRESS WRITTEN CONSENT OF GISW.

EXHIBIT A.1
MAINTENANCE AND SUPPORT SERVICES AGREEMENT
Dodge County, NE e911 GISW Client Number: 0087-010

This MAINTENANCE AND SUPPORT SERVICES AGREEMENT, entered into on the Support Commencement Date (as set forth below in "Section 4. Term") is by and between GIS Workshop, LLC (GISW) and Dodge County, NE e911 0087-010 (CLIENT).

1. Governing Provisions.

- (a) This contract is pursuant to and governed by that certain Master Services Agreement 0087-010 (the "Services Agreement") dated May 1, 2016 by and between GISW and CLIENT. This subscription contract sets forth the scope of the Services and Deliverables, responsibilities for all parties, and fees. Any capitalized terms used, but not defined herein shall have the meaning ascribed to it in the Services Agreement.
- (b) This Contract may be terminated with respect to any Service or Deliverable by mutual agreement of the parties. Upon termination, CLIENT shall pay GISW for all Services performed and Deliverables delivered up to and including the date of termination. These post-termination obligations shall survive the termination of this Contract, to the extent applicable.

2. Obligation of CLIENT. CLIENT will provide documents, data, information and access to CLIENT servers as necessary for GISW to carry out its maintenance and support obligations to CLIENT.

- CLIENT is required to notify GISW of any changes to dispatch software data formatting, which includes a template of the updated format.
- CLIENT is required to obtain permission from any outside county they wish to include in their quarterly 911 data updates. GISW is not responsible for the accuracy of third party data.

3. Maintenance and Support Services. Subject to the general terms and conditions set forth above, GISW shall provide the following:

- 911 GIS maintenance, which is maintaining layers required by county dispatch operations. Datasets may include Community Boundaries, Cell Towers, Fire Districts, Law Districts, Rescue Districts, Lakes, Rivers, Mile Markers, Parks, ESN Boundaries, Street Centerlines, or Railroads.
- MSAG maintenance, which is maintaining addressing range, street name, street type, ESN, and community associated with the road centerline in relation to addressing.
- Addressing services, which are assigning new addresses as they occur within the county in addition to maintaining pre-existing address points.
- Update the Public Service Commission's GIS Data Repository quarterly with amended shapefile for datasets that have changed since the previous quarter. Datasets may include Community Boundaries, Cell Towers, Fire Districts, Law Districts, Rescue Districts, Lakes, Rivers, Mile Markers, Parks, ESN Boundaries, Street Centerlines, or Railroads.

- Provision of CD quarterly to CLIENT containing the following datasets: Community Boundaries, Cell Towers, Fire Districts, Law Districts, Rescue Districts, Lakes, Rivers, Mile Markers, Parks, ESN Boundaries, Street Centerlines, and Railroads.
- Integrity of aforementioned datasets so as to be compatible with CLIENT's dispatch software. GISW is not responsible for the CLIENT's dispatch software or any troubleshooting issues with its dispatch software vendor.

4. **Term.** This Support Agreement will commence on the Support Commencement Date: July 1, 2016, and continue in full force and effect, unless earlier terminated pursuant to the terms and conditions herein, for a period of one year ending June 30, 2017

5. **Fees & Payment.** Customer will pay to GISW the fee of \$16,650 for the services/licensing described above for the Term described above.

Agreed to and Accepted by:

Client Contact Information:

Name: _____

Address: _____

Tel: _____

Fax: _____

Email: _____

CLIENT authorized signature: _____

CLIENT authorized name (print): _____

Date: _____

**GIS Workshop, LLC
 Contact Information:**

Ms. Janelle Heuton
 4949 NW 1st Street Suite 1
 Lincoln, NE 68521
 TEL: 402-436-2150
 FAX: 402-436-2152
 EMAIL: Jbartels@gisworkshop.com

GISW authorized signature: 
 GISW authorized name (print): Janelle Heuton

May 1, 2016

Job # 0087-010

Resolution NO. _____

A Resolution of the City Council of the City of Fremont, Nebraska, to accept the yearly support agreement with GIS Workshop.

NOW THEREFORE BE IT RESOLVED: That the city of Fremont approves the renewal of the yearly service contract, which is part of a current 5 year maintenance contract, GIS Workshop of Lincoln , Nebraska for \$16.650.00 per year.

PASSED AND APPROVED THIS _____ DAY OF _____, 2016

SCOTT GETZSCHMAN, MAYOR

ATTEST:

City Clerk

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Shelly Holzerland, Director of Communications
DATE: June 22, 2016
SUBJECT: Motorola System Upgrade Agreement

Recommendation: .Move to accept the service agreement to implement Text –to-911 capabilities for the Fremont/Dodge County 911 Center

Background: The capability to send text messages to 911 is available from the wireless carriers. This enhancement to emergency communications is a vital link for the deaf/hearing impaired community. It is also crucial for citizens that may find themselves in emergency situations where they are unable to talk on the phone. It is the 911 Centers desire to offer any and all means of assisting citizens in crisis situations.

Because texting is solely a feature of wireless communicators, all expenses related to it are eligible for funding from the Wireless 911 Fund administered by the Nebraska Public Service Commission. Application has been made and approved for the costs associated with implementation to be paid or reimbursed by the PSC.

Fiscal Impact:

None. All expense will be paid by the Wireless E911 fund by the Nebraska Public Services Commission.

For City Clerk use:

_____ 1st
_____ 2nd
_____ ayes _____ nays

10A1

BEFORE THE NEBRASKA PUBLIC SERVICE COMMISSION

In the Matter of the Commission,) Application No. 911-060.02
on its own motion, seeking to)
investigate and determine)
whether additional funds from)
the Enhanced Wireless 911 Fund)
should be made available to) ORDER APPROVING APPLICATION
public safety answering points)
for costs to implement text to)
911 solutions: Dodge County 911)
Board.) Entered: June 16, 2016

BY THE COMMISSION:

On May 6, 2014, the Nebraska Public Service Commission (Commission) entered an order on its own motion seeking to investigate and determine whether additional funds from the Enhanced Wireless 911 Fund should be made available to public safety answering points (PSAPs) for costs to implement text to 911 solutions.

On November 4, 2014, the Commission released Progression Order No. 3 in this docket, setting out the procedure to fund text to 911 outside the cost model for PSAPs ready to implement technology solutions on an interim basis. The staff proposal adopted set out the application process for PSAPs seeking interim funding for text to 911 solutions.

On April 4, 2016, the Dodge County 911 Board (Dodge County) submitted an application in this docket requesting text to 911 funding for a Direct IP solution. The application lists \$5,784.38 of non-recurring costs for equipment and \$9,900.00 of monthly recurring costs over 36 months.

The Wireless 911 Advisory Board considered Dodge County's funding request at its April 25, 2016 meeting and recommended that the Commission approve the request.

O P I N I O N S A N D F I N D I N G S

According to Neb. Rev. Stat. 86-465(2), costs incurred by public safety answering points for the provision of enhanced wireless 911 service may be eligible for payment from the Enhanced Wireless 911 Fund, according to standards and criteria established by the Commission.

Pursuant to the staff proposal adopted in Progression Order No. 3 in this docket, the Commission may approve funding requests for text to 911 technology solutions costs such as text control

center contracts, staff training, trunks necessary for additional text traffic, other costs related to the provision of text to 911 services not attributed more generally to 911 emergency response services. Progression Order No. No. 3 further specified that the Commission intended to limit approval of text to 911 related service contracts to no more than three years.

The application was reviewed by technical subject matter experts, Mission Critical Partners, who advised the Commission that the technology proposed by Dodge County was Next Generation 911 compatible and covered all wireless carriers currently deploying text to 911. MCP held no reservation in the technical design of the solution; however, MCP recommended that redundant network connectivity be considered for addressing the single point of failure risk. The Commission will further investigate this issue.

The Commission finds the application submitted by the Dodge County 911 Board contains eligible costs under the interim text to 911 funding orders. PSAPs must submit invoices for payment by the Commission or submit invoices with evidence of payment for reimbursement to the PSAP from the Enhanced Wireless 911 Fund.

O R D E R

IT IS THEREFORE ORDERED by the Nebraska Public Service Commission that the text to 911 technology solution funding request submitted by the Dodge County 911 Board be, and is hereby, approved in an amount not to exceed **\$15,684.38**.

IT IS FURTHER ORDERED that the Dodge County 911 Board submit required documentation to justify all expenditures for payment or reimbursement from the Enhanced Wireless 911 Fund.

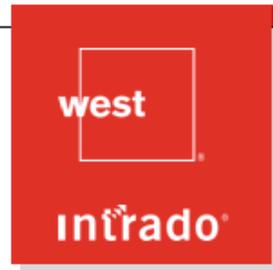
ENTERED AND MADE EFFECTIVE at Lincoln, Nebraska, this 16th day of June, 2016.

NEBRASKA PUBLIC SERVICE COMMISSION
COMMISSIONERS CONCURRING:

Chairman

ATTEST:

Executive Director



TXT29-1-1 Monthly Recurring Fees

for

Dodge County, NE
(Direct Sale)

Quote Number: 10434
Version: 1

The applicable terms and conditions located at <http://www.intrado.com/terms> will apply to this Quote, unless (i) the parties have entered into a separate mutually executed agreement relating to the products or services under this Quote, or Customer is purchasing under a cooperative purchasing agreement referenced in this Quote. Customer's issuance of a purchase order for any or all of the items described in this Quote will constitute acknowledgement and acceptance of such terms. The terms of this Quote will govern any conflict with any of the foregoing or any Customer purchase order, and no additional terms in Customer's purchase order will apply.

Summary - Dodge County

Item	Cost
TXT29-1-1	\$9,900.00
Total:	\$9,900.00

Model#	Description	Qty	List Price	Selling Price	Total
TXT29-1-1					
ITXTMRF2	TXT29-1-1 Integrated with Power 911 Monthly recurring fee per PSAP- Target Price (1-4 seats)	36			
P10064	ITS Service (Monthly)	36			
				Subtotal	\$9,900.00
				Total	\$9,900.00

Notes

- 1** This quote provides the TXT29-1-1 Services for Dodge County, NE, for a 3 Year contract period for 4 positions associated with Q10433. This quote assumes that the existing call taking IWS are currently running Power911 version 5.3 SP1 or later. If that is not the case, additional fees may be required.

Terms and Conditions specific to TXT29-1-1 Services are contained in the A9-1-1 TXT29-1-1 Power Service Guide.

- 2** ITS provides an alternative to customers that have not purchased our platinum level A9-1-1 Routing Service which provides 9-1-1 calls and signaling over redundant diverse MPLS links between the Intrado Data Center and the customer facility. The ITS solution establishes a secure VPN between the customer facility and the Intrado Data Center over a VPN utilizing the customer's Public IP connection.
-

Terms

SUBMIT P.O. ordermanagement@intrado.com

PRICING All prices are in USD
Taxes, if applicable, are extra.
Shipping charges are extra unless specified on the quote.

SHIPPING TERMS FCA (Montreal), INCOTERMS 2010

PAYMENT Per Contract

DELIVERY TBD

VALIDITY Quote is valid for **120 Days**. However, part numbers beginning with Q, such as QXXXXX, constitute unique third-party components. These components, including model and price, (i) may be subject to change at any time; and (ii) are non-cancellable, non-refundable, and non-exchangeable at any time.

Service Order – Text Services

1. INFORMATION

Customer Name:	Dodge Co 9-1-1
Order Effective Date:	Latest date signed below.
Initial Term:	<ul style="list-style-type: none">• Commencing on Order Effective Date• Ending 36 months after Acceptance of the first Service listed below.
Renewal Terms:	Automatic annual renewal unless notice of termination is given by either party at least 90 days before expiration of the then-current term.
Governing Agreement:	Intrado Services Agreement 06/30/15

2. SERVICE DESCRIPTION

Intrado will provide the following services (“Services”) as described in the attached or referenced Service Guide(s), at the prices stated in this Order. Dodge Co 9-1-1 will fulfill its responsibilities stated in the Service Guide(s). The Service Guide(s) may also describe Optional Services not included in the standard Services, which Dodge Co 9-1-1 may purchase at this time or by completing a future Order, all at the prices stated herein (if applicable).

2.1 Purchased Services

Service	Service Guide	
Integrated TXT29-1-1 Services	Power Data Text Services	TXT29-1-1 Power Service Guide 2014.08.05.doc
Intrado Transport Service (ITS)	Power Data Transport Service	ITS – Standard – Service Guide v2015 03 11.docx

2.2 Out of Scope Services

Dodge Co9-1-1 requests for services outside of the Service Guide or this Order will require a separate change order executed by the parties.

3. PRICING

3.1 Fees

The following are the fee(s) and payment schedule for the Services listed in Section 2. Fees apply to up to the following number of Dodge Co 9-1-1 PSAPs and Positions:

Number of PSAPs: 1 **Number of Positions: up to 4**

Service	One Time Fee (“OTF”)	Monthly Recurring Fee (“MTF”)	Annual Recurring Fee (“ARF”)
TXT29-1-1	n/a provided by CenturyLink	\$125	\$1,500
ITS	n/a provided by CenturyLink	\$150	\$1,800
Total Fees			\$3,300.00

3.2 Pricing Notes

- a. If applicable, OTFs will be invoiced on the Order Effective Date.
- b. ARFs will commence as of the date of Acceptance of each Service (see section 0 below). ARFs for Enhanced Data Services will commence as of the date of Acceptance of the first Enhanced Data Service. The ARF(s) will be prorated on a three hundred and sixty five calendar day year for the first annual recurring fee invoice billing for each Service component.
- c. If requested, additional PSAPs and/or Positions may be added through a change order (see section 2.2 above). The fees above apply to all positions, even if a specific position is not using a particular Service.
- d. The professional services rate of \$275.00 per hour will apply to out of scope services unless a recurring rate is agreed by the parties for such services.
- e. Intrado will determine if it is necessary to go on-site to repair a problem with the Services. For premise visits requested by Kit Carson County SO, fees will apply at the above professional services rate, including travel time, with a two hour minimum, during Intrado local business hours (8am-5pm, M-F, excluding Intrado-observed holidays), with additional rates if the visit extends before or after these hours.

4. SERVICE SPECIFIC TERMS

4.1 Single Point of Contact; Escalation

Intrado will provide Dodge Co9-1-1 with a Program Manager who will serve as the Dodge Co9-1-1 single point of contact (SPOC) for management of all aspects of the initial A9-1-1 Services implementation and ongoing service. This includes process development, data migration, equipment installation, system configurations, testing, production turn-up and on-going service and support.

The Program Manager will continue to serve as Dodge Co 9-1-1 primary point of contact for issues resolution, escalations, enhancement requests, and planning.

Additionally, Intrado and Dodge Co 9-1-1 will exchange key contacts for technical, operational, and managerial personnel assigned to the A9-1-1 Services deployment and ongoing support. In addition, Intrado will provide Dodge Co 9-1-1 with an emergency support 24x7x365 contact number and an escalation contact list. Each party will update and publish these lists on a regular basis.

4.2 Network Connectivity

Connection of the customer's PSAP to Intrado's Data Center providing the TXT29-1-1 service is accomplished either via the customer's existing A9-1-1 Routing Service or Intrado ITS transport service.

Intrado will monitor Intrado network system equipment provided under this agreement to detect service failures. This network may only be used by Dodge Co 9-1-1 in connection with the use of Intrado's Services.

4.2.1 A9-1-1 Routing Service Description – N/A

4.2.2 ITS Description

ITS provides an alternative to customers that have not purchased Intrado's A9-1-1 Routing Service. ITS provides a VPN appliance which establishes a secure VPN between the customer facility and the Intrado Data Center utilizing the customer's public IP connection.

Monthly recurring charges for ITS will not accrue prior to acceptance of the capability demonstration. Equipment charges for ITS will be assessed upon delivery of equipment.

As a transport service, ITS is compatible with all versions of Power 911 and VIPER.

Dodge Co 9-1-1 will provide site access, power, and adequate physical security for the communications equipment.

4.2.2.1 ITS Equipment Warranty

ITS is a transport service by Intrado and the equipment provided will be covered under Intrado's warranty for the duration of the service agreement.

4.2.2.2 ITS Limitations and Disclaimers

- ITS is not an option to support voice 911 calls or ALI services.
- Intrado's responsibility for service performance is limited to its equipment and network.
- Customer understands and accepts that the overall service availability of customer provided public Internet paths, when provided, will be impacted by the reliability of the public Internet connection provided by the Customer and mean repair times. Customer takes sole responsibility to restore the Internet connection with their selected Internet Service Provider (ISP).
- ITS charges do not cover TXT29-1-1 product charges. ITS is the transport product in support of the data service only. Configuration charges necessary for the TXT29-1-1 service are covered under that product.

4.3 Service Acceptance

Intrado will provide Dodge Co9-1-1 with notice of availability of each Service. Acceptance of each Service (“Acceptance”) will occur on the earliest of the following events: (1) Dodge Co9-1-1 provides written notice of acceptance; (2) the Service is used, or capable of being used, by Dodge Co9-1-1 in a live environment, or (3) three calendar days pass after Intrado’s notice of Service availability without receipt of a Dodge Co 9-1-1 notice of material defect. Capable of being used means that Intrado has completed its obligations herein and any delay to the system going live is due to events of 3rd parties or events otherwise outside of Intrado’s control.

4.4 Limited Exclusivity

Dodge Co 9-1-1 grants Intrado the exclusive right to provide the Services or similar services. Intrado may provide services similar or identical to the Services to any other entity or person, whether or not such services are used for emergency purposes; provided, however, that Intrado does not use Confidential Information of Dodge Co9-1-1 to do so.

5. ENTIRE AGREEMENT

This Order is an Attachment under the Master Agreement. This Order and its Appendices and Service Guides, along with the Master Agreement, constitute the parties’ entire agreement and supersede any prior written or oral agreements related to its subject matter, including any proposals or marketing materials. The order of precedence for any conflicts is: (i) this Order; (ii) the Service Guide(s); and (iii) the Master Agreement. This Order may be executed in counterparts, by facsimile or electronically, and is not enforceable unless executed by both parties.

Dodge County 9-1-1	INTRADO INC.
Authorized Signature	Authorized Signature
Name Typed or Printed	Name Typed or Printed
Title	Title:
Date signed:	Date signed:



Customer: Dodge
Quote #:
Project Name:
Created On: 3/29/2016
Expiration Date: 5/28/2016
Account Manager: Crystal Koehn
Sales Engineer: Debra Stenger
Customer Notes:

Catalog Number	Description	Unit Price	Qty	Total Price	Contract Term (Months)
LOCATION: Main Site					
Materials					
950104	Intrado Professional Services (per Day)	\$ -	1	\$ -	
960575	Living Expense per Day per Person	\$ -	3	\$ -	
960580	Travel Fee per Person	\$ -	1	\$ -	
ITXTOTF2	TXT29-1-1 Integrated with Power 911 One-time-fee per PSAP-Target Price (1-4 seats)	\$ 1,562.50	1	\$ 1,562.50	
P10063	ITS Equipment	\$ 2,343.75	1	\$ 2,343.75	
Implementation					
QINTR-INTRADO SYSTEMS CORP	Integration	\$ 1,800.00	1	\$ 1,800.00	
Shipping and Handling					
Shipping & Handling	Shipping & Handling	\$ 78.13	1	\$ 78.13	
				Materials Total	\$3,906.25
				Implementation Total	\$1,800.00
				Shipping and Handling Total	\$78.13
				Grand Total Price to Customer	\$5,784.38

Note: Changes to configuration may result in pricing changes. This quote also excludes sales tax, which will be added to the invoice. Any expedite fees incurred after quote acceptance will be added to the invoice.

This quote is subject to the agreement currently in force between CenturyLink and Customer under which Customer has agreed to the terms and conditions for purchase of equipment and any associated installation and maintenance (the "Agreement"). This quote will not become effective unless and until CenturyLink and Customer have executed the Agreement referenced in this section.

Customer Representative: _____

Customer Signature: _____

Job Title: _____

Date: _____

CenturyLink Representative:

CenturyLink Signature:

Job Title:

Date:

Resolution NO. _____

A Resolution of the City Council of the City of Fremont, Nebraska, to accept the service quote & order from CenturyLink to implement Text-to-911 services for the Fremont/Dodge County 911 Center.

NOW THEREFORE BE IT RESOLVED: That the city of Fremont approves the service quote & order with CenturyLink for \$5784.38 implementation and \$9900.00 three year recurring, to be paid or reimbursed by the Nebraska Public Service Commission.

PASSED AND APPROVED THIS _____ DAY OF _____, 2019

SCOTT GETZSCHMAN, MAYOR

ATTEST:

Tyler Ficken
City Clerk

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Chief of Police Jeff Elliott
DATE: 06-09-2016
SUBJECT: Change Order for Motorola 800mhz Radio System

Recommendation: Allow the Mayor to sign the change order

Background: In Oct 2015 the City Council approved a contract with Motorola for the construction of a 800mhz radio system for police and fire.

At that time, the contract specified that a shelter for the equipment would be built at the Verizon tower east of Johnson Rd.

However after beginning the project it was determined that that site would not be feasible and a new site was located at the Lon D Wright Power Plant.

Motorola is requesting a change order to reflect the change in site location and other specifics due to the relocation of the site from the Verizon Tower to the Lon D Wright Power Plant.

There is no cost to the city as a result of the change.

Fiscal Impact: None

For City Clerk use:

_____ 1st
_____ 2nd
_____ ayes _____ nays

10A1

Current Completion Date prior to this Change Order:	31 Oct 2016
New Completion Date:	31 Dec 2016

Changes in Equipment: <i>(additions, deletions or modifications)</i>
Delete: 1 10x12 MAB Equipment Shelter with HVAC and Generator (Part Number TT2326)

Changes in Services: <i>(additions, deletions or modifications)</i>
Add: Professional Services (Site Design and A&E), Construction (for building out the new site).

Schedule Changes: <i>(describe change or N/A)</i>
December 31, 2016

Pricing Changes: <i>(describe change or N/A)</i>
N/A

Customer Responsibilities: <i>(describe change or N/A)</i>
None.

Payment Schedule for this Change Order: <i>(describe new payment terms applicable to this change order)</i>
None

Unless amended above, all other terms and conditions of the Contract shall remain in full force. If there are any inconsistencies between the provisions of this Change Order and the provisions of the Contract, the provisions of this Change Order will prevail.

IN WITNESS WHEREOF the parties have executed this Change Order as of the last date signed below.

**Motorola
Solutions, Inc.**

Customer

By: _____
Printed Name: _____
Title: _____
Date: _____

By: _____
Printed Name: _____
Title: _____
Date: _____

Reviewed by: Gary Moy
Motorola Solutions Project Manager

Date: 6/1/2016

RESOLUTION NO. 2016-

A Resolution of the City Council of the City of Fremont, Nebraska to allow the Mayor to sign the change order for the Motorola 800mhz radios system for police and fire.

WHEREAS, the City of Fremont is currently under contract with Motorola for the implementation of an 800mhz radio system; and,

WHEREAS, the location of the antennas for the radio system as originally located was found to be unfeasible; and,

WHEREAS, a new location for the antennas has been located and found feasible; and,

WHEREAS, the change will have no cost to the City of Fremont,

NOW THEREFORE BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF FREMONT, NEBRASKA: that the Mayor is hereby authorized to sign the change order for the Motorola 800mhz radio system for police and fire.

PASSED AND APPROVED THIS _____ DAY OF _____, 2016.

SCOTT GETZSCHMAN, MAYOR
ATTEST:

) CITY SEAL

City Clerk

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Dan Seder, Director of Parks and Recreation

DATE: June 17, 2016

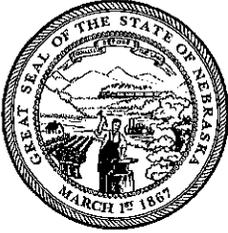
SUBJECT: DMV Use of Memorial Parking Lot

Recommendation: *Move to accept the Hold Harmless Agreement between the City of Fremont and the Nebraska Department of Motor Vehicles*

Background: The Nebraska Department of Motor Vehicles would like to continue using the far eastern parking area at Memorial Stadium for a site to administer a motorcycle driver license skills test. This would be conducted during the day, when the lot is not needed for extracurricular activities. The City Attorney has reviewed the agreement and has given his approval.

Fiscal Impact: There is no fiscal impact to the City





Pete Ricketts
Governor

STATE OF NEBRASKA

DEPARTMENT OF MOTOR VEHICLES
Rhonda K. Lahm
Director

June 8, 2016

Daniel Seder
Director, Parks and Recreation
400 E. Military
2nd Floor
Fremont, NE 68025

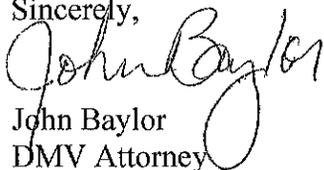
RE: New Agreement with the Nebraska Department of Motor Vehicles

Dear Mr. Seder:

I enjoyed speaking with you the other day. I've enclosed a copy of the contract for the use of the Memorial Field parking lot for motorcycle testing by the Department of Motor Vehicles. Please review, have the Mayor sign, and return the enclosed agreement to DMV Legal, P.O. Box 94699, Lincoln, NE 68509-4699. The new agreement is for 5 years, and may be extended for additional two-year terms.

If you have any questions please call me at 402-471-9593.

Sincerely,



John Baylor
DMV Attorney

enclosure

Noelie Ackermann Sherdon, Legal Counsel • Legal Division

301 Centennial Mall South • P.O. Box 94699 • Lincoln, NE 68509-4699 • Phone (402) 471-9593 • Fax (402) 471-4828 • <http://www.dmv.nebraska.gov>



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Printed with soy ink on recycled paper



**HOLD HARMLESS AGREEMENT
AND RESPONSIBILITY FOR DAMAGES AT CITY OF FREMONT BY THE
NEBRASKA DEPARTMENT OF MOTOR VEHICLES**

The City of Fremont (hereinafter City) and the Nebraska Department of Motor Vehicles (hereinafter DMV) enter into this Agreement to allow the DMV to use premises belonging to the City for the purpose of the administration of motorcycle driver license skills tests by the DMV.

1. The DMV use of the City premises will be limited to use of the football field parking lot, 9th and Lincoln, located at Fremont, Nebraska, for conducting motorcycle driver license skills tests. Such skills testing activities shall commence on or after July 1, 2016. DMV use of the lot will be limited to normal business hours of the DMV licensing station in Fremont, Nebraska. There shall be no cost to the DMV for use of the parking lot.

2. DMV is aware that Midlands College leases the adjoining football field, and will coordinate events with Midlands College should there be a conflicting use of the lot.

3. DMV and the City will each appoint a contact person to deal with DMV and the day to day communication pursuant to this agreement.

4. The effective date of the Agreement is the later of the dates on which a duly authorized representative of the DMV and the City have each signed and dated it. The term of the agreement shall be five years from the effective date. The agreement may be amended in writing signed by the duly authorized representatives of the City and DMV. This agreement may be renewed in writing for two-year terms signed by the duly authorized representative of the City and DMV.

5. To the extent permitted by law, the DMV agrees to hold the City, its Officers, and Employees harmless from liability resulting from negligent acts or omissions by DMV employees acting within the scope of their employment for activities in the Football Field parking lot at 9th and Lincoln used for motorcycle driver's license skills tests.

6. To the extent permitted by law, the City will hold DMV harmless for damages arising from the negligent acts or omissions of the City, its Officers, and Employees.

7. DMV and the City agree that both parties are subject to claims for damages pursuant to the State Tort Claims Act, Neb.Rev.Stat. 81-8,209 through 81-8,235 and the Political Subdivisions Tort Claims Act, Neb.Rev.Stat. 13-901 through 13-927, respectively. DMV and the City acknowledge that damages arising from acts and omissions by operators of motor vehicles are subject to the provisions of the Motor Vehicle Safety Responsibility Act, Neb.Rev.Stat. 60-501

through 60-569. Damages resulting from acts or omissions involving operation of a motor vehicle are the responsibility of the operator and/or owner of the motor vehicle. To the extent permitted by law, DMV and City of Fremont shall hold each other harmless for acts or omissions by applicants for motorcycle driver licenses testing involving operation of a motor vehicle on the City premises.

8. Nebraska law shall govern this agreement.

9. Either DMV or the City may terminate this agreement upon thirty days written notice to the other.

10. The City agrees to provide normal parking lot maintenance for the parking lot, and such lot will continued to be used for parking during events at the football field.

Rhonda K. Lahm
Rhonda Lahm, Director
Nebraska Department of Motor Vehicles
P.O. Box 94726
Lincoln, NE 68509-4726

Scott Getzschman, Mayor
Fremont, Nebraska

7 June 2016
Date

Date

Date

Date

APPROVED AS TO FORM

[Signature]

LEGAL REVIEW COMPLETED

Date June 6, 2016

Signature [Signature]

Resolution No.

A RESOLUTION OF THE CITY COUNCIL OF FREMONT, NEBRASKA, TO AUTHORIZE EXECUTION OF A HOLD HARMLESS AGREEMENT WITH NEBRASKA DEPARTMENT OF MOTOR VEHICLES TO CONDUCT MOTORCYCLE LICENSE SKILLS TEST IN PARKING LOT OF MEMORIAL FIELD STADIUM.

WHEREAS, there is a need for Nebraska Department of Motor Vehicles to conduct motorcycle skills tests in the City of Fremont, and

WHEREAS, the parking lot provides the necessary space and is available for use and has been used previously by the Nebraska Department of Motor Vehicles, and

WHEREAS, a Hold Harmless Agreement was received on June 17, 2016, and the City Attorney reviewed the agreement.

NOW THEREFORE BE IT RESOLVED: That the Hold Harmless Agreement with the Nebraska Department of Motor Vehicles be accepted; and, the Mayor and City Council be and are authorized to enter into an agreement as approved by the City Attorney with said firm to provide a site for motorcycle license skills testing.

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: June 24, 2016

SUBJECT: Local Option Review Team appointments

Recommendation: Move to approve the recommendation of the Mayor to reappoint Jennefer Bixby as elected official, Rob George at large, Bill Vobejda as GFDC representative, and appoint Rich Oliva at large.

Background: Appointments are for a (2) two year term.

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Jody Sanders, CPA, Director of Finance

DATE: June 24, 2016

SUBJECT: Year to date financial reports.

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

Background: The following internally-produced year to date financial reports provide interim reporting to the City Council of the City's, including the utility funds, financial activity as of the end of the preceding month. The reports are 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 six or seven months are included in these reports, so comparisons to budget are less helpful than comparison with the prior year. With eight months of the fiscal year complete, normal percent of budgeted expenditures should be 67%.

General fund notes: Business taxes are significantly higher than last year, with the Food and Beverage (F&B) tax receipts monthly average rose to \$62,000 with some restaurants catching up on missed filings, while telephone occupation tax receipts are lagging \$23,000 below 2015 levels, and the Garbage hauler occupation tax is \$26,000 less than 2015 due to some special hauling last year. Charges for services show an increase, including \$56,000 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 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 \$744,000 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 8.7 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 claims have caught up with last year's year-to-date amount, but still is less than budgeted amounts. 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 \$10 million, with nearly 1.9 million of GF fund balance committed for code enforcement/defense and the levee project. Other fund balances can also be found on Page 2 of this Balance Sheet.

Staff Report
Year to date Financial Statements for May 2016
June 22, 2016

Turning to the Utility reports, in the Electric Fund, Year to date (YTD) this fund has recognized 15% of the Change in Net Position (or profit) budgeted for the fiscal year. Off system sales account for \$350,000 of the difference in YTD revenues. Accrued depreciation for the Air Quality Control System (AQCS) at \$110,000 per month for 6.5 months has added \$715,000 in YTD expenses, offset somewhat by the reduction in fuel expense caused by the reduction in off system sales. On a current month basis, the scheduled Unit 8 outage at the power plant and related emergency repairs has driven production costs much higher year to year, with nearly \$400,000 in additional costs compared to last year.

In the Water Fund, YTD this fund has recognized only 36% 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 137% 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 343% 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 409% of the budgeted Change in Net Position. All expense categories are below 67% spent for the year as well. The price of natural gas has continued to decrease as well resulting in lower revenue compared to the prior year.

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 May 31, 2016

6/17/16
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1. 1

	CURRENT YTD MAY 2016	FISCAL YEAR 2015-2016 BUDGET	FISCAL YEAR % BUDGET EXPENDED 2015-2016	PRIOR YEAR YTD MAY 2015	FISCAL YEAR 2014-2015 BUDGET	FISCAL YEAR % BUDGET EXPENDED 2014-2015
Revenue by Type						
Taxes						
Property	2,471,848	4,165,068	59.35	2,423,730	4,126,069	58.74
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	1,028,161	1,745,000	58.92	643,736	1,162,000	55.40
Intergovernmental	297,280	779,318	38.15	277,215	555,793	49.88
Charges for Services	1,577,379	2,477,300	63.67	1,467,443	2,474,750	59.30
Donations	48,667	604,250	8.05	10,280	140,000	7.34
Interest	15,424	20,000	77.12	12,155	9,250	131.41
Other	15,425	8,493	181.62	36,535	9,493	384.86
Total Revenue	5,575,690	10,048,429	55.49	4,993,859	8,761,355	57.00
Operating Expenditures by Activity						
Council	94,332	146,491	64.39	94,013	2,758,205	3.41
Administration						
City Administrator	168,890	298,159	56.64	143,327	236,891	60.50
Administration	744,843	1,361,385	54.71	806,583	1,524,316	52.91
Human Resources	41,528	88,095	47.14	44,806	184,929	24.23
Information Technologies	106,766	166,490	64.13	94,466	114,640	82.40
City Attorney	115,313	176,937	65.17	125,426	149,998	83.62
City Clerk	103,405	191,989	53.86	116,592	187,063	62.33
Inspections	242,214	395,517	61.24	199,461	330,303	60.39
Sanitation	811,566	1,516,091	53.53	806,466	1,496,235	53.90
Public Works						
Engineering	243,202	478,365	50.84	278,171	562,933	49.41
Planning Commission	46	300	15.33	100	1,050	9.52
Planning	91,328	155,251	58.83	47,852	117,194	40.83
Police						
Police	2,673,453	4,849,083	55.13	2,589,216	4,481,763	57.77
Animal Shelter	-	-	-	12,185	73,534	16.57
Fire						
Fire	1,843,575	2,998,234	61.49	1,707,449	2,745,266	62.20
Reserve	-	15,246	-	3	16,650	.02
Civil Defense	1,166	13,200	8.83	8,482	12,685	66.87
Parks						
Facilities	190,300	372,273	51.12	171,144	342,466	49.97
Parks	700,223	1,371,431	51.06	703,988	1,333,663	52.79
Recreation	189,475	439,427	43.12	181,286	377,222	48.06
Splash Station	59,261	302,357	19.60	35,270	287,833	12.25
Ronin	5,987	81,718	7.33	6,467	59,891	10.80
Cemetery	83,807	143,659	58.34	71,386	138,542	51.53
Library	615,348	1,083,942	56.77	601,110	1,018,582	59.01
Grant Appropriations	-	540,000	-	-	115,794	-
Total Operating Expenditures	9,126,028	17,185,640	53.10	8,845,249	18,667,648	47.38

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

6/17/16
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	CURRENT YTD MAY 2016	FISCAL YEAR 2015-2016 BUDGET	FISCAL YEAR % BUDGET EXPENDED 2015-2016	PRIOR YEAR YTD MAY 2015	FISCAL YEAR 2014-2015 BUDGET	FISCAL YEAR % BUDGET EXPENDED 2014-2015
Capital Expenditures by Activity						
Council	-	-	-	2,122	-	-
Administration						
City Administrator	-	-	-	1	-	-
Information Technologies	2,800	40,070	6.99	54,152	-	-
Public Works						
Police						
Police	11,851	270,900	4.37	47,741	87,390	54.63
Fire						
Fire	658,177	1,200,750	54.81	48,192	1,158,800	4.16
Parks						
Facilities	-	66,500	-	-	-	-
Parks	90,132	246,000	36.64	19,845	24,500	81.00
Splash Station	-	50,000	-	-	-	-
Ronin	-	-	-	14,570	18,000	80.94
Cemetery	550	190,000	.29	-	50,000	-
Library	-	5,000	-	4,535	-	-
Total Capital Expenditures	763,510	2,069,220	36.90	191,158	1,338,690	14.28
Total Expenditures	9,889,538	19,254,860	51.36	9,036,407	20,006,338	45.17
Excess/(Deficiency) of Revenues Over Expenditures	(4,313,848)	(9,206,431)	-	(4,042,548)	(11,244,983)	-
Other Financing Sources (Uses)						
Transfers in	5,360,850	8,580,931	62.47	4,386,666	7,791,658	56.30
Transfers out	(23,611)	(117,490)	20.10	(64,666)	(54,545)	118.56
Net transfers	5,337,239	8,463,441	-	4,322,000	7,737,113	-
Net change in fund balance	1,023,391	(742,990)	-	279,452	(3,507,870)	-

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

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

6/17/16
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1. 1

	CURRENT YTD MAY 2016	FISCAL YEAR 2015-2016 BUDGET	FISCAL YEAR % BUDGET EXPENDED 2015-2016	PRIOR YEAR YTD MAY 2015	FISCAL YEAR 2014-2015 BUDGET	FISCAL YEAR % BUDGET EXPENDED 2014-2015
Revenue by Type						
Taxes						
Motor Vehicle	296,261	490,000	60.46	276,824	450,000	61.52
Intergovernmental	2,286,730	3,077,502	74.30	1,608,119	2,357,000	68.23
Charges for Services	20,053	35,000	57.29	22,996	30,000	76.65
Interest	24,185	30,000	80.62	11,683	29,500	39.60
Other	1,774	-	-	17,508	-	-
Total Revenue	<u>2,629,003</u>	<u>3,632,502</u>	<u>72.37</u>	<u>1,937,130</u>	<u>2,866,500</u>	<u>67.58</u>
Expenditures by Activity						
Public Works						
Streets	1,537,554	2,726,747	56.39	1,384,631	2,508,375	55.20
Streets Improvement	364,891	3,920,097	9.31	552,347	3,764,100	14.67
Total Expenditures	<u>1,902,445</u>	<u>6,646,844</u>	<u>28.62</u>	<u>1,936,978</u>	<u>6,272,475</u>	<u>30.88</u>
Excess/(Deficiency) of Revenues Over Expenditures	<u>726,558</u>	<u>(3,014,342)</u>	<u>-</u>	<u>152</u>	<u>(3,405,975)</u>	<u>-</u>
Other Financing Sources (Uses)						
Transfers in	142,788	1,875,738	7.61	347,165	2,061,800	16.84
Net transfers	<u>142,788</u>	<u>1,875,738</u>	<u>-</u>	<u>347,165</u>	<u>2,061,800</u>	<u>-</u>
Net change in fund balance	<u>869,346</u>	<u>(1,138,604)</u>	<u>-</u>	<u>347,317</u>	<u>(1,344,175)</u>	<u>-</u>

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

6/17/16
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	CURRENT YTD MAY 2016	FISCAL YEAR 2015-2016 BUDGET	FISCAL YEAR % BUDGET EXPENDED 2015-2016	PRIOR YEAR YTD MAY 2015	FISCAL YEAR 2014-2015 BUDGET	FISCAL YEAR % BUDGET EXPENDED 2014-2015
REVENUE BY FUND						
COMMUNITY DEVELOPMENT AGY	118,744	243,500	48.77	115,132	228,300	50.43
DEBT SERVICE	188,657	321,717	58.64	183,440	318,782	57.54
KENO	388,495	589,748	65.87	378,406	575,900	65.71
PUBLIC USE	19	2,000	.95	444	1,750	25.37
DOWNTOWN IMPROVEMENT DISTRICT	10,909	11,615	93.92	11,589	-	-
TRANSIT	-	-	-	-	49,505	-
ECONOMIC ENHANCEMENT	315	500	63.00	470	500	94.00
AIRPORT	126,667	293,500	43.16	117,184	139,950	83.73
CDBG	78,418	1,102,500	7.11	79,736	1,002,000	7.96
ENHANCED 911	522,243	979,242	53.33	512,744	929,460	55.17
DRUG TASK FORCE	-	-	-	-	416,117	-
WIRELESS E911	58,607	80,000	73.26	58,631	79,200	74.03
SPECIAL PROJECTS	936	1,321,131	.07	916	1,125,250	.08
IMPROVEMENTS	87,746	1,422,000	6.17	103,543	1,575,000	6.57
CITY EMT INS BENEFIT	4,412,219	6,602,659	66.82	3,721,604	5,013,988	74.22
WORKERS COMPENSATION	400,598	605,000	66.21	333,519	502,000	66.44
EMPLOYEE WELLNESS	3,286	4,400	74.68	334	3,710	9.00
TOTAL REVENUE	6,397,859	13,579,512	47.11	5,617,692	11,961,412	46.97
EXPENDITURES BY FUND						
COMMUNITY DEVELOPMENT AGY	97,558	199,500	48.90	98,793	228,300	43.27
DEBT SERVICE	42,554	329,983	12.90	43,611	322,098	13.54
KENO	70,424	213,894	32.92	69,857	220,596	31.67
DOWNTOWN IMPROVEMENT DISTRICT	1,006	11,615	8.66	2,677	13,000	20.59
TRANSIT	-	-	-	-	61,480	-
ECONOMIC ENHANCEMENT	10,000	200,000	5.00	310,000	100,000	310.00
AIRPORT	69,456	285,169	24.36	64,686	119,327	54.21
CDBG	139,362	1,104,800	12.61	83,002	1,018,000	8.15
ENHANCED 911	520,812	1,005,179	51.81	546,802	942,101	58.04
DRUG TASK FORCE	9,097	9,000	101.08	175,041	303,480	57.68
SPECIAL PROJECTS	5,561	2,253,770	.25	-	1,250,000	-
IMPROVEMENTS	3,080	1,424,100	.22	2,266	1,590,000	.14
CITY EMT INS BENEFIT	3,748,917	6,199,047	60.48	3,721,057	5,592,100	66.54
WORKERS COMPENSATION	509,931	685,000	74.44	368,307	587,500	62.69
EMPLOYEE WELLNESS	2,873	4,400	65.30	4,735	3,550	133.38
TOTAL EXPENDITURES	5,230,631	13,925,457	37.56	5,490,834	12,351,532	44.45

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

6/17/16
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	CURRENT YTD MAY 2016	FISCAL YEAR 2015-2016 BUDGET	FISCAL YEAR % BUDGET EXPENDED 2015-2016	PRIOR YEAR YTD MAY 2015	FISCAL YEAR 2014-2015 BUDGET	FISCAL YEAR % BUDGET EXPENDED 2014-2015
EXCESS/(DEFICIENCY) OF REVENUES OVER EXPENDITURES	1,167,228	(345,945)	-	126,858	(390,120)	-
OTHER FINANCING SOURCES (USES)						
TRANSFERS IN	20,606	1,110,876	1.85	12,290	299,616	4.10
TRANSFERS OUT	(356,970)	(600,037)	59.49	(397,971)	(696,638)	57.13
NET TRANSFERS	(336,364)	510,839	-	(385,681)	(397,022)	-
NET CHANGE IN FUND BALANCE	830,864	164,894	-	(258,823)	(787,142)	-

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

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	General Fund	Sales Tax/ Special Revenue Fund	Street Fund	Community Development Agency	Other Governmental Funds	Total Governmental Funds	Internal Service Funds (CEI/WC/EW)
ASSETS							
Cash and Cash Equivalents	\$ 6,964,046	\$ 6,473,683	\$ 2,985,162	\$ 228,534	\$ 2,592,743	\$ 19,244,168	\$ 1,152,271
Investments	5,374,174	10,240,000	3,350,000	-	1,770,000	20,734,174	1,500,000
County treasurer cash	-	-	-	-	-	-	-
Receivables							
Special Assessments	-	-	-	-	398,865	398,865	-
Accounts, net of allowance for doubtful accounts	262,984	-	35,051	-	7,866	305,900	-
Notes receivable, net of allowance for doubtful accounts	9,973	1,013,333	-	-	1,229,385	2,252,691	-
Interest	4,020	38,087	16,139	-	26,247	84,492	17,225
Property tax	219,024	-	-	-	9,142	228,166	-
Business tax	-	-	-	-	-	-	-
Other tax	-	-	-	-	-	-	-
TIF bonds receivable	-	-	-	691,689	-	691,689	-
Due from other governments	13,220	-	-	-	-	13,220	-
Due from other funds	648,079	137,698	2,037	-	1,025	788,838	-
Prepaid Expenses	-	-	-	-	-	-	-
Total assets	\$ 13,495,521	\$ 17,902,801	\$ 6,388,389	\$ 920,223	\$ 6,035,273	\$ 44,742,204	\$ 2,669,496
LIABILITIES							
Accounts payable	\$ 212,147	-	\$ 25,179	\$ 97,558	\$ 33,803	\$ 368,687	\$ 3,750
Accrued expenses	436,403	-	60,337	-	38,660	535,399	-
Due to other governments	1,710	-	-	-	-	1,710	-
Due to other funds	23,931	3,062	3,036	415,079	371,445	816,552	-
TIF bonds payable	-	-	-	450,066	-	450,066	-
Advanced revenue	-	-	-	-	-	-	-
Unearned revenue	-	-	-	-	1,200	1,200	-
Total liabilities	674,191	3,062	88,552	962,703	445,108	2,173,614	3,750
DEFERRED INFLOWS OF RESOURCES							
Unavailable revenue-property taxes	123,214	-	-	-	5,848	129,062	-
Unavailable revenue-other local tax	-	-	-	-	279,268	279,268	-
Unavailable revenue-fees and other	131,220	-	51,190	-	7,866	190,276	-
Unavailable revenue-notes	-	-	-	241,624	137,698	379,322	-
Total deferred inflows	254,434	-	51,190	241,624	430,680	977,928	-

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

6/17/16
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FUND BALANCES (DEFICIT)	General Fund	Sales Tax/ Special Revenue Fund	Street Fund	Community Development Agency	Other Governmental Funds	Total Governmental Funds	Internal Service Funds (CEI/WC/EW)
Nonspendable:							
Permanent fund principal	-	-	-	-	125,000	125,000	-
Prepaid expenses	-	-	-	-	-	-	-
Notes receivable	9,973	1,013,333	-	-	1,139,385	2,162,691	-
Restricted for:							
Debt service	-	-	-	-	256,893	256,893	-
Street Improvements	-	4,207,412	6,248,647	-	-	10,456,059	-
Public safety	-	1,309,453	-	-	34,369	1,343,821	-
Infrastructure	-	5,884,023	-	-	-	5,884,023	-
Property tax relief	-	270,152	-	-	-	270,152	-
Economic Development	-	5,215,366	-	-	185,983	5,401,349	-
Capital/special projects	-	-	-	-	2,418,496	2,418,496	-
Federal programs	-	-	-	-	21,267	21,267	-
Community betterment	-	-	-	-	589,587	589,587	-
Community development block grant	-	-	-	-	63,840	63,840	-
Committed for:							
Code enforcement/defense & Levee	1,877,861	-	-	-	-	1,877,861	-
Assigned for:							
Budget stabilization	-	-	-	-	-	-	-
Other	-	-	-	-	256,929	256,929	-
Unassigned	10,679,060	-	-	(284,103)	67,737	10,462,693	2,665,746
Total fund balances	12,566,895	17,899,739	6,248,647	(284,103)	5,159,486	41,590,662	2,665,746
Total liabilities, deferred inflows of resources and fund balances	\$ 13,495,520	\$ 17,902,801	\$ 6,388,389	\$ 920,224	\$ 6,035,274	\$ 44,742,204	\$ 2,669,496

FREMONT DEPARTMENT OF UTILITIES
ELECTRIC SYSTEM
FINANCE ACTIVITY
FOR MONTH ENDED 05/31/16

6/20/16
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	CURRENT YEAR ACTUAL Current Month	CURRENT YEAR ACTUAL Year-To-Date	PRIOR YEAR ACTUAL Current Month	PRIOR YEAR ACTUAL Year-To-Date	CURRENT YEAR BUDGET Year-To-Date	ANNUAL BUDGET	% BUDGET
REVENUE IN DOLLARS							
Operating Revenue	2,315,257	20,733,919	2,285,483	21,071,783	25,092,984	37,639,500	55.09
Less Operating Expense	2,517,068	17,914,495	2,202,419	17,332,186	21,469,872	32,205,495	55.63
Net Operating Revenue	(201,811)	2,819,424	83,064	3,739,597	3,623,112	5,434,005	51.88
Nonoperating Revenue	5,010	131,654	18,864	240,089	156,656	235,000	56.02
Less Nonoperating Expense	-	1,326,551	41,575	1,354,850	1,460,592	2,190,900	60.55
Net Nonoperating Revenue	5,010	(1,194,897)	(22,711)	(1,114,761)	(1,303,936)	(1,955,900)	61.09
Net Operating Revenue	(201,811)	2,819,424	83,064	3,739,597	3,623,112	5,434,005	51.88
Net Nonoperating Revenue	5,010	(1,194,897)	(22,711)	(1,114,761)	(1,303,936)	(1,955,900)	61.09
Net Revenue	(196,801)	1,624,527	60,353	2,624,836	2,319,176	3,478,105	46.71
Interfund Transfer In	-	23,611	-	64,666	76,792	115,190	20.50
Interfund Transfer Out	(179,448)	(1,435,591)	(198,034)	(1,584,274)	(1,448,568)	(2,172,865)	66.07
Net Interfund Transfer	(179,448)	(1,411,980)	(198,034)	(1,519,608)	(1,371,776)	(2,057,675)	68.62
Change in Net Position	(376,249)	212,547	(137,681)	1,105,228	947,400	1,420,430	14.96
EXPENSE IN DOLLARS							
Production	1,521,031	10,823,068	1,312,731	11,344,795	13,777,024	20,665,693	52.37
Distribution	202,550	1,687,129	191,855	1,633,509	2,019,080	3,028,797	55.70
Administrative & General	132,976	2,434,044	174,228	2,394,475	2,607,976	3,912,305	62.22
Depreciation	367,540	2,780,602	256,281	2,049,477	3,096,120	4,644,200	59.87
Subtotal	2,224,097	17,724,843	1,935,095	17,422,256	21,500,200	32,250,995	54.96
Purchased Power	292,971	1,516,203	308,899	1,264,780	1,430,000	2,145,000	70.69
Cost of Inventory Sold	-	-	-	-	264	400	-
Total Expenses	2,517,068	19,241,046	2,243,994	18,687,036	22,930,464	34,396,395	55.94
INFORMATIONAL ONLY, all amounts included above:							
PAYROLL IN DOLLARS							
Regular	466,377	3,774,923	478,649	3,659,321	4,426,576	6,639,916	56.85
Overtime	35,407	325,642	34,873	320,538	382,328	573,500	56.78
Total Payroll	501,784	4,100,565	513,522	3,979,859	4,808,904	7,213,416	56.85
Off System Sales	-	362,919	15,388	720,372	1,200,000	1,800,000	20.16
Late Payment Revenue	13,279	118,489	15,327	128,156	-	-	-
Fixed Asset/Capital WIP	-	279	(7,862)	90,934	-	-	-

FREMONT DEPARTMENT OF UTILITIES
WATER SYSTEM
FINANCE ACTIVITY
FOR MONTH ENDED 05/31/16

6/14/16
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	CURRENT YEAR ACTUAL Current Month	CURRENT YEAR ACTUAL Year-To-Date	PRIOR YEAR ACTUAL Current Month	PRIOR YEAR ACTUAL Year-To-Date	CURRENT YEAR BUDGET Year-To-Date	ANNUAL BUDGET	% BUDGET
REVENUE IN DOLLARS							
Water Sales	242,188	1,958,662	222,563	1,774,244	2,207,328	3,311,000	59.16
Tap Fees	-	-	-	5,870	4,000	6,000	-
Total Operating Revenue	242,188	1,958,662	222,563	1,780,114	2,211,328	3,317,000	59.05
Less Operating Expense	217,047	1,604,263	174,672	1,567,252	1,774,624	2,662,395	60.26
Net Operating Revenue	25,141	354,399	47,891	212,862	436,704	654,605	54.14
Nonoperating Revenue	1,163	30,430	993	49,698	9,456	14,200	214.30
Less Nonoperating Expense	-	107,088	41,885	174,063	108,032	162,058	66.08
Net Nonoperating Revenue	1,163	(76,658)	(40,892)	(124,365)	(98,576)	(147,858)	51.85
Net Operating Revenue	25,141	354,399	47,891	212,862	436,704	654,605	54.14
Net Nonoperating Revenue	1,163	(76,658)	(40,892)	(124,365)	(98,576)	(147,858)	51.85
Net Revenue	26,304	277,741	6,999	88,497	338,128	506,747	54.81
Interfund Transfer In	-	4,068	-	12,199	70,752	106,134	3.83
Interfund Transfer Out	(15,776)	(126,216)	(12,500)	(100,000)	(123,936)	(185,914)	67.89
Net Interfund Transfer	(15,776)	(122,148)	(12,500)	(87,801)	(53,184)	(79,780)	153.11
Change in Net Position	10,528	155,593	(5,501)	696	284,944	426,967	36.44
EXPENSE IN DOLLARS							
Production	38,132	219,811	17,156	217,761	311,672	467,650	47.00
Distribution	58,601	391,482	41,885	413,062	414,184	621,420	63.00
Administrative & General	41,620	470,190	81,061	501,222	498,472	747,883	62.87
Depreciation	78,694	629,868	76,455	609,270	658,328	987,500	63.78
Total Expense	217,047	1,711,351	216,557	1,741,315	1,882,656	2,824,453	60.59
INFORMATIONAL ONLY, all amounts included above:							
PAYROLL IN DOLLARS							
Regular	57,844	413,653	41,436	378,716	445,200	667,845	61.94
Overtime	2,191	20,764	3,003	21,179	21,128	31,700	65.50
Total Payroll	60,035	434,417	44,439	399,895	466,328	699,545	62.10
Fixed Asset/Capital WIP	-	-	(44,593)	-	-	-	-

FREMONT DEPARTMENT OF UTILITIES
SEWER SYSTEM
FINANCE ACTIVITY
FOR MONTH ENDED 05/31/16

6/14/16
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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	395,475	3,281,006	404,550	3,265,367	3,200,656	4,801,000	68.34
Tap Fees	-	-	-	9,740	-	-	-
Total Operating Revenue	395,475	3,281,006	404,550	3,275,107	3,200,656	4,801,000	68.34
Less Operating Expense	304,685	2,668,447	313,699	2,472,723	2,843,960	4,266,410	62.55
Net Operating Revenue	90,790	612,559	90,851	802,384	356,696	534,590	114.58
Nonoperating Revenue	802	205,167	457	55,880	44,128	66,200	309.92
Less Nonoperating Expense	-	27,142	23,499	64,465	35,896	53,856	50.40
Net Nonoperating Revenue	802	178,025	(23,042)	(8,585)	8,232	12,344	1,442.20
Net Operating Revenue	90,790	612,559	90,851	802,384	356,696	534,590	114.58
Net Nonoperating Revenue	802	178,025	(23,042)	(8,585)	8,232	12,344	1,442.20
Net Revenue	91,592	790,584	67,809	793,799	364,928	546,934	144.55
Interfund Transfer In	-	3,260	-	9,777	56,704	85,063	3.83
Interfund Transfer Out	(26,749)	(213,998)	(12,500)	(100,000)	(210,144)	(315,220)	67.89
Net Interfund Transfer	(26,749)	(210,738)	(12,500)	(90,223)	(153,440)	(230,157)	91.56
Change in Net Position	64,843	579,846	55,309	703,576	211,488	316,777	183.05
EXPENSE IN DOLLARS							
Production	119,522	1,104,397	136,940	1,057,590	1,160,864	1,741,500	63.42
Collection	32,451	309,931	27,595	222,838	364,128	546,265	56.74
Administrative & General	43,385	400,854	66,045	405,766	448,672	673,201	59.54
Depreciation	109,327	880,407	106,618	850,994	906,192	1,359,300	64.77
Total Expense	304,685	2,695,589	337,198	2,537,188	2,879,856	4,320,266	62.39
INFORMATIONAL ONLY, all amounts included above:							
PAYROLL IN DOLLARS							
Regular	73,203	635,462	71,689	583,686	727,712	1,091,600	58.21
Overtime	2,045	19,767	1,182	20,604	25,992	39,000	50.68
Total Payroll	75,248	655,229	72,871	604,290	753,704	1,130,600	57.95
Fixed Asset/Capital WIP	-	-	(913)	43,625	-	-	-

FREMONT DEPARTMENT OF UTILITIES
GAS SYSTEM
FINANCE ACTIVITY
FOR MONTH ENDED 05/31/16

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	CURRENT YEAR ACTUAL Current Month	CURRENT YEAR ACTUAL Year-To-Date	PRIOR YEAR ACTUAL Current Month	PRIOR YEAR ACTUAL Year-To-Date	CURRENT YEAR BUDGET Year-To-Date	ANNUAL BUDGET	% BUDGET
REVENUE IN DOLLARS							
Operating Revenue	665,338	8,514,158	781,992	11,328,177	9,956,648	14,935,000	57.01
Less Operating Expense	550,991	7,490,576	501,629	9,932,711	9,381,424	14,072,475	53.23
Net Operating Revenue	114,347	1,023,582	280,363	1,395,466	575,224	862,525	118.67
Nonoperating Revenue	821	4,245	646	40,991	23,328	35,000	12.13
Less Nonoperating Expense	-	5,890	-	6,141	7,848	11,780	50.00
Net Nonoperating Revenue	821	(1,645)	646	34,850	15,480	23,220	(7.08)
Net Operating Revenue	114,347	1,023,582	280,363	1,395,466	575,224	862,525	118.67
Net Nonoperating Revenue	821	(1,645)	646	34,850	15,480	23,220	(7.08)
Net Revenue	115,168	1,021,937	281,009	1,430,316	590,704	885,745	115.38
Interfund Transfer In	-	-	-	-	-	-	-
Interfund Transfer Out	(56,905)	(455,247)	(57,989)	(463,914)	(480,376)	(720,582)	63.18
Net Interfund Transfer	(56,905)	(455,247)	(57,989)	(463,914)	(480,376)	(720,582)	63.18
Change in Net Position	58,263	566,690	223,020	966,402	110,328	165,163	343.11
EXPENSE IN DOLLARS							
Gas Purchase Expense	313,609	5,568,499	289,905	8,127,539	7,333,328	11,000,000	50.62
Distribution	115,729	897,311	94,508	854,991	936,544	1,404,960	63.87
Administrative & General	83,901	728,329	78,747	640,325	799,728	1,199,785	60.70
Depreciation	37,752	302,327	38,469	315,997	319,672	479,510	63.05
Total Expense	550,991	7,496,466	501,629	9,938,852	9,389,272	14,084,255	53.23
INFORMATIONAL ONLY, all amounts included above:							
PAYROLL IN DOLLARS							
Regular	95,731	785,944	94,996	799,514	825,976	1,239,000	63.43
Overtime	1,362	14,060	2,099	15,636	18,528	27,800	--
Total Payroll	97,093	800,004	97,095	815,150	844,504	1,266,800	63.15
Late Payment Revenue	5,398	53,825	3,631	42,706	43,328	65,000	82.81
Fixed Asset/Capital WIP	7,594	7,594	-	-	-	-	--

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

	Enterprise Funds				Total
	Electric Fund	Water Fund	Sewer Fund	Gas Fund	
ASSETS					
Current assets:					
Cash and cash equivalents	\$ 6,448,744	\$ 1,738,596	\$ 1,907,018	\$ 4,661,847	\$ 14,756,205
Investments	13,768,892	-	5,057,870	2,948,815	21,775,577
Receivables					
Accounts, net of allowance for doubtful accounts	698,618	184,279	112,171	278,645	1,273,712
Budget billing balance	(765,020)	-	-	-	(765,020)
Unbilled revenue	2,239,876	240,680	426,810	538,968	3,446,335
Due from other funds	22,162	2,437	502	33,291	58,391
Due from other governments	-	-	-	-	-
Interest	125,828	4,795	21,219	19,842	171,683
Inventory	5,877,737	318,479	137,743	532,942	6,866,901
Prepaid expenses	171,569	55,990	58,568	114,773	400,900
Total current assets	<u>28,588,405</u>	<u>2,545,256</u>	<u>7,721,901</u>	<u>9,129,123</u>	<u>47,984,684</u>
Noncurrent assets:					
Restricted cash and cash equivalents	1,508,329	33,680	-	-	1,542,009
Restricted investments	7,179,908	875,000	317,130	51,185	8,423,223
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	57,686,787	391,028	193,914	89,940	58,361,669
Depreciable capital assets	140,652,647	39,544,753	50,437,261	15,802,357	246,437,019
Less Accumulated depreciation	<u>(92,952,242)</u>	<u>(16,029,317)</u>	<u>(24,236,488)</u>	<u>(10,596,275)</u>	<u>(143,814,322)</u>
Net capital assets	<u>107,473,887</u>	<u>25,797,082</u>	<u>26,538,491</u>	<u>5,412,362</u>	<u>165,221,822</u>
Total noncurrent assets	<u>116,358,462</u>	<u>26,735,916</u>	<u>26,877,146</u>	<u>5,467,866</u>	<u>175,439,389</u>
Total assets	<u>144,946,867</u>	<u>29,281,172</u>	<u>34,599,046</u>	<u>14,596,989</u>	<u>223,424,074</u>
LIABILITIES					
Current liabilities:					
Accounts payable	414,120	4,561	8,632	354,922	782,235
Due to other funds	30,678	-	-	-	30,678
Accrued payroll and vacation	422,585	22,276	56,029	80,955	581,846
Sales tax payable	159,921	138	-	89	160,148
Accrued interest payable	626,339	33,268	4,819	919	665,345
Customer deposits	509,377	825	-	-	510,202
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>4,631,159</u>	<u>343,122</u>	<u>349,177</u>	<u>472,215</u>	<u>5,795,672</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>
Total liabilities	<u>66,078,927</u>	<u>7,027,002</u>	<u>2,501,648</u>	<u>981,861</u>	<u>76,589,438</u>
NET POSITION					
Invested in capital assets, net	46,425,517	18,942,432	24,163,682	5,024,113	94,555,744
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>23,503,614</u>	<u>2,403,058</u>	<u>7,616,586</u>	<u>8,539,830</u>	<u>42,063,088</u>
Total net position	<u>\$ 78,867,940</u>	<u>\$ 22,254,170</u>	<u>\$ 32,097,398</u>	<u>\$ 13,615,128</u>	<u>\$ 146,834,636</u>

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Tyler Ficken, City Clerk

DATE: June 24, 2016

SUBJECT: Creative Collective Request to close street

Recommendation: None

Background: The City received the following request on June 23, 2016



June 23, 2016

Re: Change of Location for the Fremont Artisan Market

Dear City Council,

The Fremont Creative Collective is requesting approval for a change in location for the Fremont Artisan Market. The market, held on the first Saturday of the month from May-October is currently located in the parking lot on the northeast corner of 5th St. and Park Ave.

We are requesting permission to change the market location to 6th St. between Park Ave. and Main St. We believe the 6th St. Location will provide better protection for vendors and shoppers from wind and sun.

Thank you very much for your consideration.

Glen Ellis
Fremont Creative Collective

STAFF REPORT

TO: Honorable Mayor and City Council
Board of Public Works

FROM: Alan Kaspar, Director of Electrical Engineering
Brian Newton, Utilities General Manager

DATE: June 22nd, 2016

SUBJECT: Recommendation of Award – GIS and GPS Equipment

Recommendation: Approve resolution awarding contract for purchase of GIS and GPS Equipment to A&D Technical Supply Co. in the amount of \$32,013.00

Background: A Request for Quotation (RFQ) for Purchase of GIS and GPS Surveying Equipment was sent to three vendors. Quotations for two equipment packages were requested. The Gas and Electric Package included two (2) hand-held GIS units. The Water Package included one (1) hand-held GIS unit with GPS pole-mounted antenna. Bids were received until 10:00 a.m. May 26th, 2016. The following quotations were received:

<u>Bidder</u>	<u>Gas & Electric Package</u>	<u>Water Package</u>	<u>Lump Sum</u>
A&D Technical Supply Co.	\$17,604.00	\$14,409.00	\$32,013.00
Kara Company	\$36,060.00	\$25,260.00	\$61,320.00
Leica Geosystems	\$18,850.00	\$18,130.00	\$36,980.00

The GIS equipment will be used for data logging and locating of Gas and Electric system equipment, lines, meters and associated assets. The GIS/GPS unit will be used for acquiring water/wastewater line and equipment GPS coordinates and depth. Both are an integral part of the Department of Utilities' goal to implement a fully functioning GIS system.

The Board of Public Works approved this purchase and recommended the purchase be approved by the City Council.

Fiscal Impact: Total cost is \$32,013.00. The budgeted cost is \$67,000.00 between the Gas, Electric and Water/Wastewater Departments.

Attachment: Bid Tabulation – Purchase GIS and GPS Equipment – May 26th, 2016 at 10:00 a.m.

RESOLUTION NO. _____

A Resolution of the City Council of the City of Fremont, Nebraska, accepting and awarding the bid of A&D Technical Supply Co. for GIS and GPS surveying equipment in the amount of \$32,013.

WHEREAS, the City of Fremont, Department of Utilities sought and received three request for quotations for the purchase of GIS and GPS surveying equipment; and,

WHEREAS, the Board of Public Works has reviewed the three quotations bids received and recommends the quotation of A&D Technical Supply Co. be accepted as the best bid for the GIS & GPS surveying equipment in the amount of \$32,013.

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council accept the recommendation of the Board of Public Works and approve and award the quotation for GIS and GPS surveying equipment in the amount of \$32,013.00 to A&D Technical Supply Co.

PASSED AND APPROVED THIS _____ DAY OF _____, 2016

Scott Getzschman, Mayor

ATTEST:

Tyler Ficken, City Clerk

STAFF REPORT

TO: Honorable Mayor and City Council
Board of Public Works
FROM: Brian Newton, General Manager
Department of Utilities
DATE: June 17, 2016
SUBJECT: CCR marketing agreement

Recommendation: Approve resolution to award Coal Combustion Residuals (CCR) marketing agreement to Nebraska Ash Company

BACKGROUND:

On 15 June FDU received proposals to market CCR (Coal Combustion Residuals) from the LDW facility. Proposal detailed our expectation that a single party will have skills and resources to market ASTM C-618 (concrete quality) CCR, non-concrete quality CCR and existing Monofill CCR. We received proposals from Certified Ready Mix, Headwaters Resources and Nebraska Ash Company.

Concrete Quality CCR

It is the opinion of LDW staff that all of the marketers that offered proposals have the ability and contacts to market concrete quality ash. Nebraska Ash has the highest revenue share.

Bidder	% of revenue share
Certified	12%
Headwaters	30%
Nebraska Ash	40%

Non-Concrete Quality CCR and Monofill CCR

LDW staff believes Certified lacks the experience and contacts to market this type of CCR. Headwaters proposal indicates that they have the most experience and contacts; however, their agreement was to “perform a study on the feasibility” of marketing Monofill CCR. Nebraska Ash stated they developed a relationship with three parties who are each able to move the 17,000 tons of Monofill CCR by 12/31/16 then intend to use the Monofill for a temporary staging area only.

The Board of Public Works approved this agreement and recommends approval by the City Council.

RECOMMENDATION:

Nebraska Ash offered the highest revenue share for concrete quality CCR and commits to moving the CCR in the Monofill. For that reason, LDW Staff recommends the Board of Public Works authorize a five year marketing agreement with Nebraska Ash Company.

FISCAL IMPACT:

2017 Calendar Year income of \$200,000

RESOLUTION NO. _____

A Resolution of the City Council of the City of Fremont, Nebraska, awarding a coal combustion residuals marketing agreement to Nebraska Ash Company.

WHEREAS, the City of Fremont, Department of Utilities sought and received three proposals from firms to market coal combustion residuals (CCR) from the Lon D. Wright Power Plant for a term of five years; and,

WHEREAS, the Board of Public Works has reviewed the proposals and recommends the proposal from Nebraska Ash Company as providing the highest revenue share (provides annual income of approximately \$200,000) and as the most responsible proposal received.

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council accept the recommendation of the Board of Public Works and award the coal combustion residual agreement to the Nebraska Ash Company.

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: February 23, 2016
SUBJECT: Voluntary Annexation Petition – 1255 Front St.

Recommendation: 1. Move to approve the Ordinance; 2. Clerk gives final reading

Background: A Voluntary Annexation Petition has been received by JDJ Investments, requesting annexation of approximately 13.6 acres into the corporate limits. This request is consistent with agreements made by JDJ Investments as part of a recent LB840 appropriation.

According to Nebraska Revised Statutes § 16-117(7), “Any owner of property contiguous or adjacent to a city of the first class may by petition request that such property be included within the corporate limits of such city. The mayor and city council may include such property within the corporate limits of the city without complying with subsections (3) through (6) of this section.” *Neb. Rev. Stat. § 16-117* is provided below, in its entirety, for your convenience.

By a vote of 9-0, the Planning Commission recommended approval of the Voluntary Annexation Petition at its regularly scheduled meeting February 15, 2016.

Nebraska Revised Statute 16-117.

Annexation; powers; procedure; hearing.

(1) Except as provided in sections 13-1111 to 13-1120 and 16-130 and subject to this section, the mayor and city council of a city of the first class may by ordinance at any time include within the corporate limits of such city any contiguous or adjacent lands, lots, tracts, streets, or highways as are urban or suburban in character and in such direction as may be deemed proper. Such grant of power shall not be construed as conferring power upon the mayor and city council to extend the limits of a city of the first class over any agricultural lands which are rural in character.

(2) The invalidity of the annexation of any tract of land in one ordinance shall not affect the validity of the remaining tracts of land which are annexed by the ordinance and which otherwise conform to state law.

(3) The city council proposing to annex land under the authority of this section shall first adopt both a resolution stating that the city is proposing the annexation of the land and a plan for extending city services to the land. The resolution shall state:

(a) The time, date, and location of the public hearing required by subsection (5) of this section;

(b) A description of the boundaries of the land proposed for annexation; and

(c) That the plan of the city for the extension of city services to the land proposed for annexation is available for inspection during regular business hours in the office of the city clerk.

(4) The plan adopted by the city council shall contain sufficient detail to provide a reasonable person with a full and complete understanding of the proposal for extending city services to the land proposed for annexation. The plan shall (a) state the estimated cost impact of providing the services to such land, (b) state the method by which the city plans to finance the extension of services to the land and how any services already provided to the land will be maintained, (c) include a timetable for extending services to the land proposed for annexation, and (d) include a map drawn to scale clearly delineating the land proposed for annexation, the current boundaries of the city, the proposed boundaries of the city after the annexation, and the general land-use pattern in the land proposed for annexation.

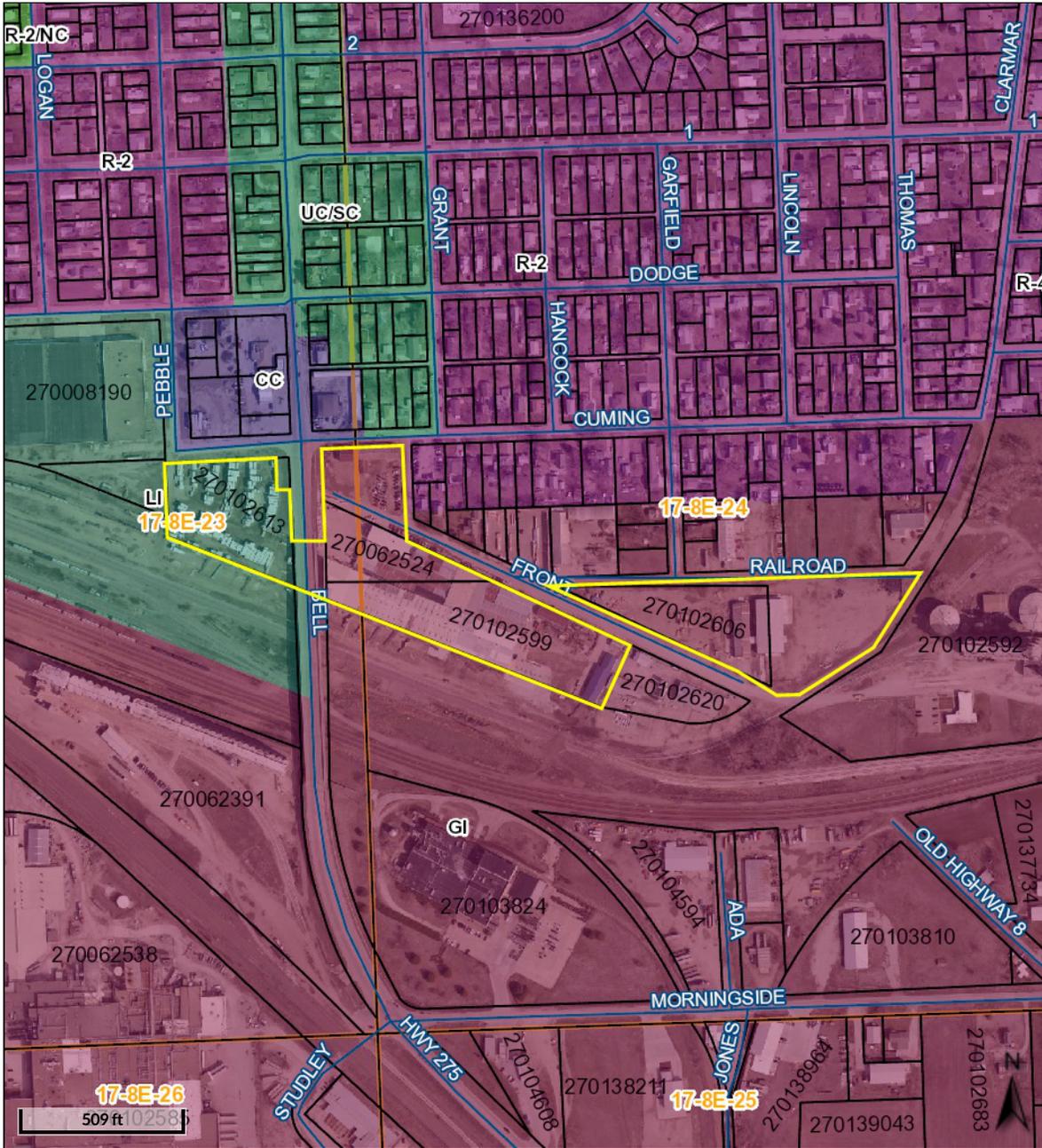
(5) A public hearing on the proposed annexation shall be held within sixty days following the adoption of the resolution proposing to annex land to allow the city council to receive testimony from interested persons. The city council may recess the hearing, for good cause, to a time and date specified at the hearing.

(6) A copy of the resolution providing for the public hearing shall be published in the official newspaper in the city at least once not less than ten days preceding the date of the public hearing. A map drawn to scale delineating the land proposed for annexation shall be published with the resolution. A copy of the resolution providing for the public hearing shall be sent by first-class mail following its passage to the school board of any school district in the land proposed for annexation.

(7) Any owner of property contiguous or adjacent to a city of the first class may by petition request that such property be included within the corporate limits of such city. The mayor and city council may include such property within the corporate

limits of the city without complying with subsections (3) through (6) of this section.

(8) Notwithstanding the requirements of this section, the mayor and city council are not required to approve any petition requesting annexation or any resolution or ordinance proposing to annex land pursuant to this section.



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: 2/12/2016
 Last Data Upload: 2/12/2016 12:33:03 AM

PETITION

TO, the City Council of the City of Fremont, Nebraska ("City")

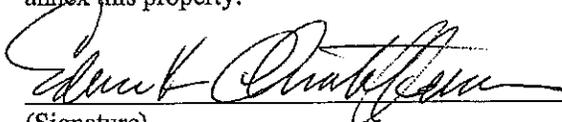
COMES NOW, Ed CHRISTOFFERSEN, duly authorized representative for JDJ Investments, a Nebraska Partnership, owner of the following described real estate ("Petitioner"), to wit:

(see metes and bounds description and exhibits attached hereto and incorporated herein for all purposes)

and respectfully requests that the above described property be annexed into the City, and would respectfully show as follows:

1. That the above described property is within the extraterritorial jurisdiction of the City, and is adjacent to the present corporate limits of the City; and
2. That in order to protect the inhabitants of such property and to promote the orderly development of such property, such property should be annexed into the City, and by the execution hereof, the undersigned petitions the City Council to annex such property into the corporate limits of the City.

WHEREFORE, PREMISES CONSIDERED, Petitioner requests these bodies to take the appropriate steps to annex this property.


(Signature)

12-14-15
(Date)

EMAILED
12-15-15
DRC

NEBRASKA DOCUMENTARY STAMP TAX

DECEMBER 9, 2013

By: CG

\$ 990.00



201306616

201306616
Carol Givens
Carol Givens

Filed:

December 09, 2013 1:17:00 PM

Register of Deeds
DODGE COUNTY, NE

Fee \$22.00

[SPACE ABOVE THIS LINE FOR RECORDING DATA]

TRUSTEE'S DEED

RETURN TO:

KNOW ALL MEN BY THESE PRESENTS:

That a Deed of Trust was made and entered into on or about April 20, 2010, by and between Verdant Industrial Products, a Nebraska Limited Liability Company, as Trustor, and Great Western Bank, Beneficiary, wherein Great Western Bank was named Trustee. This Deed of Trust was recorded April 26, 2010 in the Records of the Register of Deeds of Dodge County, Nebraska in Book 2010 at Page 1829.

Hereinafter the Trustee, Great Western Bank, will be referred to as GRANTOR.

The GRANTOR in consideration of Four Hundred Forty Thousand Dollars and No Cents (\$440,000.00) and other valuable consideration received from JDJ Investments, a Nebraska Partnership, hereinafter GRANTEE, does hereby grant, bargain, sell, convey and confirm unto GRANTEE the following described real property in Dodge County, Nebraska:

See legal description attached

To have and to hold the above-described premises together with all tenements, hereditaments and appurtenances thereto belonging unto the GRANTEE, and to the GRANTEE'S successors and assigns forever.

GRANTOR does hereby covenant with the GRANTEE and with the GRANTEE'S successors and assigns:

(1) That Verdant Industrial Products, a Nebraska Limited Liability Company, as Trustor, failed to pay the Beneficiary payments which were contractually due, and the GRANTOR, at the request of the Beneficiary, elected to declare the entire unpaid principal balance, together with interest thereon, at once immediately due and payable.

(2) That a Notice of Default was recorded by GRANTOR on August 29, 2013, as Instrument Number 201304806, in the records of the Register of Deeds, Dodge County, Nebraska. Within ten (10) days thereafter, a copy of the recorded Notice of Default was mailed by certified mail, postage prepaid, to all parties entitled to notice, pursuant to said Deed of Trust and in compliance with Neb. Rev. Stat. § 76-1008.

(3) That Trustor, Verdant Industrial Products, a Nebraska Limited Liability Company, failed to cure the default referenced in the Notice of Default within 30 days after the recording of the Notice of Default.

(4) That a Notice of Trustee's Sale was executed by GRANTOR. At least twenty (20) days prior to the date of sale, a copy of the Notice of time and place of the Trustee's Sale was mailed by certified mail, postage prepaid, to all parties entitled to notice, pursuant to said Deed of Trust and in compliance with Neb. Rev. Stat. § 76-1008.

(5) GRANTOR published the Notice of Trustee's Sale, to be held on November 14, 2013 at 10:00 a.m., at the East first floor door of the Dodge County Courthouse, Fremont, Nebraska, which notice was published in *The Fremont Tribune* of Fremont, Nebraska, once a week for five (5) consecutive weeks, commencing on October 4, 2013, and ending November 1, 2013. The last publication of Notice was at least ten (10) days prior to the scheduled Trustee's Sale, and said published and scheduled sale date was not later than thirty (30) days after the last publication of Notice.

(6) GRANTOR conducted the sale of the real property at public auction on December 5, 2013 at or about 10:00 a.m., after being postponed from the scheduled and published sale date of November 14, 2013, at the East first floor door of the Dodge County Courthouse, Fremont, Nebraska. GRANTOR accepted the bid of JDJ Investments, a Nebraska Partnership, in the sum of Four Hundred Forty Thousand Dollars and No Cents (\$440,000.00) as the highest bid upon said real property. GRANTOR has complied with the requirements of Neb. Rev. Stat. §§ 76-1001 through 76-1018; in the exercise of the sale of the real property described herein at the Trustee's Sale held on December 5, 2013.

This Deed shall operate to convey to the GRANTEE, the GRANTOR'S title and all right, title, interest and claim of the Trustor, and his or her successors in interest and of all persons claiming by, through or under him or her, in and to the above-described real property, including all such right, title, interest and claim in and to such property acquired by the Trustor or his or her successors in interest subsequent to the execution of the Deed of Trust.

This Deed is subject to all easements, restrictions or covenants of record which GRANTOR is not entitled to convey pursuant to Neb. Rev. Stat. § 76-1010(2).

DATED this 5 day of December, 2013.

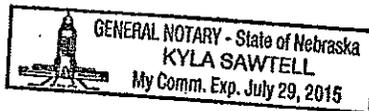
Great Western Bank, Trustee.

By: Sarah J. Spiker
Its Sarah J. Spiker, OREO Specialist

STATE OF NEBRASKA]
COUNTY OF Lancaster] ss.

On this 5 day of December, 2013, before me the undersigned, a Notary Public duly commissioned and qualified for said county, personally came Sarah J. Spiker, OREO Specialist (title) for Great Western Bank, and personally known to me to be the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be the voluntary act and deed of such person and said organization.

WITNESS my hand and notarial seal the date last aforesaid.



Kyla Sawtell
Notary Public

TRACT A:

That part of the South Half of the Southwest Quarter of Section 24, Township 17 North, Range 8 East of the 6th P.M., Dodge County, Nebraska bounded and described as follows: Beginning at a point on the North line of the South Half of the Southwest Quarter, 630 feet East as measured along said North line, from the intersection with the Northeast line of Old Military Road, now Front Street, thence due South at right angles to the last described line a distance of 336.9 feet to the northeasterly line of said Front Street, thence S55°57' E a distance of 39 feet along the Northeasterly line of Front Street; thence S87°58' E 45.2 feet to a point on a line 25 feet distant from and measured at right angles to the center line of Chicago and North Western Railway Company Spur Track I.C.C. No. 14; thence North 58°38' East, 322.25 feet to a point on said line 25 feet distant from said spur track center line; thence North 33°47' East 231.75 feet to the North line of the South Half of the Southwest Quarter; thence West 481.5 feet to the point of beginning. Also referred to as Tax Lot 75 in said Section.

TRACT B:

That part of the Southwest Quarter of the Southwest Quarter of Section 24, Township 17 North, Range 8 East of the 6th P.M., Dodge County, Nebraska, bounded and described as follows: Beginning at a point on the North line of the Southwest Quarter of the Southwest Quarter of said section, 482 feet East, as measured along the North line of said Quarter Quarter Section from the intersection with the Northeasterly line of Old Military Road, now Front Street; thence due East along the North line of said Quarter Quarter Section, a distance of 148 feet; thence due South along a line at right angles to the last described course, a distance of 336.90 feet to the northeasterly line of said Front Street; thence N55°55' W along the Northeasterly line of said Street, a distance of 94.55 feet to an angle point of said Street; thence N62°46' W, along the northeasterly line of said Street, a distance of 78.30 feet; thence due North along a line at right angles to the North line of said Quarter Quarter Section, a distance of 248.07 feet to the point of beginning, EXCEPT the North 25 feet thereof dedicated as road right-of-way. Also referred to as Tax Lot 112 in said Section.

TRACT C:

That part of Southwest Quarter of the Southwest Quarter of Section 24, Township 17 North, Range 8 East of the 6th P.M., Dodge County, Nebraska, bounded and described as follows: Beginning at the point of intersection of the North line of the Southwest Quarter Southwest Quarter of said Section with the Northeasterly line of Old Military Road, now Front Street; thence East along the North line of said Quarter Quarter Section a distance of 482 feet; thence due South along a line at right angles to the last described course, a distance of 248.07 feet to the Northeasterly line of said Front Street; thence Northwesterly along the Northeasterly line of said street to the point of beginning, EXCEPT the North 25 feet thereof dedicated as road right-of-way. Also referred to as Tax Lot 113 in said Section.

23

FILED
BOOK 2000 PAGE 1316

2000 MAR 13 AM 11:21

Carol Stevens
DODGE COUNTY
REGISTER OF DEEDS
COMPUTER INDEX FEE \$ 27.00

RECORDATION REQUESTED BY:

FIRST STATE BANK
1005 EAST 23RD
P.O. BOX 549
FREMONT, NE 68026

WHEN RECORDED MAIL TO:

FIRST STATE BANK
1005 EAST 23RD
P.O. BOX 549
FREMONT, NE 68026

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

ASSIGNMENT OF RENTS

THIS ASSIGNMENT OF RENTS IS DATED FEBRUARY 15, 2000, between J D J INVESTMENTS, A NEBRASKA PARTNERSHIP, A NEBRASKA PARTNERSHIP, whose address is 1255 FRONT STREET, P.O. BOX 198, FREMONT, NE 68025 (referred to below as "Grantor"); and FIRST STATE BANK, whose address is 1005 EAST 23RD, P.O. BOX 549, FREMONT, NE 68026 (referred to below as "Lender").

ASSIGNMENT. For valuable consideration, Grantor assigns, grants a continuing security interest in, and conveys to Lender all of Grantor's right, title, and interest in and to the Rents from the following described Property located in DODGE County, State of Nebraska:

SEE ATTACHMENT

The Real Property or its address is commonly known as 1255 FRONT STREET, FREMONT, NE 68025.

DEFINITIONS. The following words shall have the following meanings when used in this Assignment. Terms not otherwise defined in this Assignment shall have the meanings attributed to such terms in the Uniform Commercial Code. All references to dollar amounts shall mean amounts in lawful money of the United States of America.

Assignment. The word "Assignment" means this Assignment of Rents between Grantor and Lender, and includes without limitation all assignments and security interest provisions relating to the Rents.

Event of Default. The words "Event of Default" mean and include without limitation any of the Events of Default set forth below in the section titled "Events of Default."

Grantor. The word "Grantor" means J D J INVESTMENTS, A NEBRASKA PARTNERSHIP.

Lawyers Title Insurance Corporation

7530

1321

NATIONAL HEADQUARTERS
RICHMOND, VIRGINIA

SCHEDULE _____ cont'd.

LEGAL DESCRIPTION:

TRACT A: PART OF THE EAST HALF, SOUTHEAST QUARTER OF SECTION 23, INCLUDING PART OF BLOCK 19 IN BLAIR'S ADDITION TO THE CITY OF FREMONT, AND PART OF VACATED PEBBLE STREET, AND PART OF VACATED FRONT STREET, AND PART OF THE WEST HALF, SOUTHWEST QUARTER IN SECTION 24 INCLUDING PART OF LOT 17 IN BLOCK 53, HALL'S SUBDIVISION, AND PART OF VACATED FRONT STREET; ALL LYING IN TOWNSHIP 17 NORTH, RANGE 8 EAST OF THE 6TH P.M., DODGE COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LOT 8, BLOCK 14, BLAIR'S ADDITION TO THE CITY OF FREMONT; THENCE N 90°00' E (ASSUMED BEARING) ALONG THE WESTERLY PROJECTION OF THE NORTH LINE OF BLOCK 19 IN SAID BLAIR'S ADDITION A DISTANCE OF 320.18 FEET TO A POINT 60.00 FEET WEST OF THE NORTHEAST CORNER OF SAID BLOCK 19; THENCE S 00°01'45" E PARALLEL TO AND 60.0 FEET WEST OF THE EAST LINE OF SAID BLOCK 19 A DISTANCE OF 90.00 FEET; THENCE N 90°00' E PARALLEL TO AND 90.00 FEET SOUTH OF THE NORTH LINE OF SAID BLOCK 19 A DISTANCE OF 43.00 FEET TO A POINT 17.00 FEET WEST OF THE EAST LINE OF SAID BLOCK 19; THENCE S 00°01'45" E PARALLEL TO AND 17.0 FEET WEST OF SAID EAST LINE A DISTANCE OF 160.00 FEET; THENCE N 90°00' E A DISTANCE OF 100.00 FEET TO A POINT 17.00 FEET EAST OF THE SOUTHERLY PROJECTION OF THE EASTERLY R.O.W. LINE OF BELL STREET, AS SAID STREET R.O.W. IS ORIGINALLY PLATTED IN THE CITY OF FREMONT; THENCE N 00°01'45" W PARALLEL TO AND 17.00 FEET EAST OF SAID EASTERLY BELL STREET R.O.W. LINE A DISTANCE OF 277.23 FEET TO A POINT ON THE NORTHERLY LINE OF LOT 17, BLOCK 53, IN HALL'S SUBDIVISION TO THE CITY OF FREMONT, SAID POINT BEING 17.00 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT 17; THENCE S 89°35'31" E ALONG THE NORTH LINE OF SAID LOT 17 A DISTANCE OF 245.42 FEET TO A POINT 37.00 FEET WEST OF THE NORTHEAST CORNER OF SAID LOT 17; THENCE S 00°14'04" E PARALLEL TO AND 37.00 FEET WEST OF THE EAST LINE OF SAID LOT 17 AND ITS SOUTHERLY PROJECTION A DISTANCE OF 286.08 FEET TO A POINT ON THE SOUTHERLY R.O.W. LINE OF FRONT STREET; THENCE S 62°20'23" E ALONG SAID SOUTHERLY R.O.W. LINE A DISTANCE OF 740.11 FEET TO THE NORTHEAST CORNER OF TAX LOT 87 LYING IN THE SOUTHWEST QUARTER, SOUTHWEST QUARTER OF SAID SECTION 24; THENCE S 27°08'16" W ALONG THE EASTERLY LINE OF SAID TAX LOT 87 AND ITS SOUTHERLY PROJECTION A DISTANCE OF 207.26 FEET TO A POINT 15.00 FEET NORTHEASTERLY AS MEASURED AT RIGHT ANGLES TO THE CENTERLINE OF CHICAGO & NORTHWESTERN RAILROAD SPUR TRACK NO. 9; THENCE N 66°00'31" W PARALLEL TO AND 15.00 FEET NORTHEASTERLY OF SAID SPUR TRACK NO. 9 FOR A DISTANCE OF 1390.80 FEET TO A POINT ON THE EAST LINE OF BLOCK 14 IN SAID BLAIR'S ADDITION; THENCE N 00°01'34" W ALONG SAID EAST LINE A DISTANCE OF 223.12 FEET TO THE POINT OF BEGINNING; AND CONTAINING 9.24 ACRES, MORE OR LESS.

Indebtedness. The word "Indebtedness" means all principal and interest payable under the Note and any amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Lender to enforce obligations of Grantor under this Assignment, together with interest on such amounts as provided in this Assignment.

Lender. The word "Lender" means FIRST STATE BANK, its successors and assigns.

Note. The word "Note" means the promissory note or credit agreement dated February 15, 2000, in the original principal amount of **\$1,850,000.00** from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

Property. The word "Property" means the real property, and all improvements thereon, described above in the "Assignment" section.

Real Property. The words "Real Property" mean the property, interests and rights described above in the "Property Definition" section.

Related Documents. The words "Related Documents" mean and include without limitation all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all rents, revenues, income, issues, profits and proceeds from the Property, whether due now or later, including without limitation all Rents from all leases described on any exhibit attached to this Assignment.

THIS ASSIGNMENT IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF GRANTOR UNDER THE NOTE, THIS ASSIGNMENT, AND THE RELATED DOCUMENTS. THIS ASSIGNMENT IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Assignment or any Related Document, Grantor shall pay to Lender all amounts secured by this Assignment as they become due, and shall strictly perform all of Grantor's obligations under this Assignment. Unless and until Lender exercises its right to collect the Rents as provided below and so long as there is no default under this Assignment, Grantor may remain in possession and control of and operate and manage the Property and collect the Rents, provided that the granting of the right to collect the Rents shall not constitute Lender's consent to the use of cash collateral in a bankruptcy proceeding.

GRANTOR'S REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE RENTS. With respect to the Rents, Grantor represents and warrants to Lender that:

Ownership. Grantor is entitled to receive the Rents free and clear of all rights, loans, liens, encumbrances, and claims except as disclosed to and accepted by Lender in writing.

Right to Assign. Grantor has the full right, power, and authority to enter into this Assignment and to assign and convey the Rents to Lender.

No Prior Assignment. Grantor has not previously assigned or conveyed the Rents to any other person by any instrument now in force.

No Further Transfer. Grantor will not sell, assign, encumber, or otherwise dispose of any of Grantor's rights in the Rents except as provided in this Agreement.

LENDER'S RIGHT TO COLLECT RENTS. Lender shall have the right at any time, and even though no default shall have occurred under this Assignment, to collect and receive the Rents. For this purpose, Lender is hereby given and granted the following rights, powers and authority:

Notice to Tenants. Lender may send notices to any and all tenants of the Property advising them of this Assignment and directing all Rents to be paid directly to Lender or Lender's agent.

Enter the Property. Lender may enter upon and take possession of the Property; demand, collect and receive from the tenants or from any other persons liable therefor, all of the Rents; institute and carry on all legal proceedings necessary for the protection of the Property, including such proceedings as may be necessary to recover possession of the Property; collect the Rents and remove any tenant or tenants or other persons from the Property.

Maintain the Property. Lender may enter upon the Property to maintain the Property and keep the same in repair; to pay the costs thereof and of all services of all employees, including their equipment, and of all continuing costs and expenses of maintaining the Property in proper repair and condition, and also to pay all taxes, assessments and water utilities, and the premiums on fire and other insurance effected by Lender on the Property.

Compliance with Laws. Lender may do any and all things to execute and comply with the laws of the State of Nebraska and also all other laws, rules, orders, ordinances and requirements of all other governmental agencies affecting the Property.

Lease the Property. Lender may rent or lease the whole or any part of the Property for such term or terms and on such conditions as Lender may deem appropriate.

Employ Agents. Lender may engage such agent or agents as Lender may deem appropriate, either in Lender's name or in Grantor's name, to rent and manage the Property, including the collection and application of Rents.

Other Acts. Lender may do all such other things and acts with respect to the Property as Lender may deem appropriate and may act exclusively and solely in the place and stead of Grantor and to have all of the powers of Grantor for the purposes stated above.

No Requirement to Act. Lender shall not be required to do any of the foregoing acts or things, and the fact that Lender shall have performed one or more of the foregoing acts or things shall not require Lender to do any other specific act or thing.

APPLICATION OF RENTS. All costs and expenses incurred by Lender in connection with the Property shall be for Grantor's account and Lender may pay such costs and expenses from the Rents. Lender, in its sole discretion, shall determine the application of any and all Rents received by it; however, any such Rents received by Lender which are not applied to such costs and expenses shall be applied to the Indebtedness. All expenditures made by Lender under this Assignment and not reimbursed from the Rents shall become a part of the Indebtedness secured by this Assignment, and shall be payable on demand, with interest at the Note rate from date of expenditure until paid.

FULL PERFORMANCE. If Grantor pays all of the Indebtedness when due and otherwise performs all the obligations imposed upon Grantor under this Assignment, the Note, and the Related Documents, Lender shall execute and deliver to Grantor a suitable satisfaction of this Assignment and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Property. Any termination fee required by law shall be paid by Grantor, if permitted by applicable law.

EXPENDITURES BY LENDER. If Grantor fails to comply with any provision of this Assignment, or if any action or proceeding is commenced that would materially affect Lender's interests in the Property, Lender on Grantor's behalf may, but shall not be required to, take any action that Lender

deems appropriate. Any amount that Lender expends in so doing will bear interest at the rate provided for in the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses, at Lender's option, will (a) be payable on demand, (b) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (i) the term of any applicable insurance policy or (ii) the remaining term of the Note, or (c) be treated as a balloon payment which will be due and payable at the Note's maturity. This Assignment also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which Lender may be entitled on account of the default. Any such action by Lender shall not be construed as curing the default so as to bar Lender from any remedy that it otherwise would have had.

DEFAULT. Each of the following, at the option of Lender, shall constitute an event of default ("Event of Default") under this Assignment:

Default on Indebtedness. Failure of Grantor to make any payment when due on the Indebtedness.

Compliance Default. Failure of Grantor to comply with any other term, obligation, covenant or condition contained in this Assignment, the Note or in any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by or on behalf of Grantor under this Assignment, the Note or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished.

Defective Collateralization. This Assignment or any of the Related Documents ceases to be in full force and effect (including failure of any collateral documents to create a valid and perfected security interest or lien) at any time and for any reason.

Other Defaults. Failure of Grantor to comply with any term, obligation, covenant, or condition contained in any other agreement between Grantor and Lender.

Death or Insolvency. The dissolution or termination of Grantor's existence as a going business or the death of any partner, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Foreclosure, Forfeiture, etc. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any of the Property. However, this subsection shall not apply in the event of a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the foreclosure or forfeiture proceeding, provided that Grantor gives Lender written notice of such claim and furnishes reserves or a surety bond for the claim satisfactory to Lender.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith deems itself insecure.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of any Event of Default and at any time thereafter, Lender may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate Indebtedness. Lender shall have the right at its option to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Grantor would be required to pay.

Collect Rents. Lender shall have the right, without notice to Grantor, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender shall have all the rights provided for in the Lender's Right to Collect Section, above. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Other Remedies. Lender shall have all other rights and remedies provided in this Assignment or the Note or by law.

Waiver; Election of Remedies. A waiver by any party of a breach of a provision of this Assignment shall not constitute a waiver of or prejudice the party's rights otherwise to demand strict compliance with that provision or any other provision. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or take action to perform an obligation of Grantor under this Assignment after failure of Grantor to perform shall not affect Lender's right to declare a default and exercise its remedies under this Assignment.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Assignment, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and on any appeal. Whether or not any court action is involved, all reasonable expenses incurred by Lender that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest from the date of expenditure until repaid at the rate provided for in the Note. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including attorneys' fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, and title insurance, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Assignment:

Amendments. This Assignment, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Assignment. No alteration of or amendment to this Assignment shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

ASSIGNMENT OF RENTS
(Continued)

7533

Applicable Law. This Assignment has been delivered to Lender and accepted by Lender in the State of Nebraska. This Assignment shall be governed by and construed in accordance with the laws of the State of Nebraska.

No Modification. Grantor shall not enter into any agreement with the holder of any mortgage, deed of trust, or other security agreement which has priority over this Assignment by which that agreement is modified, amended, extended, or renewed without the prior written consent of Lender. Grantor shall neither request nor accept any future advances under any such security agreement without the prior written consent of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Assignment to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Assignment in all other respects shall remain valid and enforceable.

Successors and Assigns. Subject to the limitations stated in this Assignment on transfer of Grantor's interest, this Assignment shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Assignment and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Assignment or liability under the indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Assignment.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Nebraska as to all indebtedness secured by this Assignment.

Waivers and Consents. Lender shall not be deemed to have waived any rights under this Assignment (or under the Related Documents) unless such waiver is in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by any party of a provision of this Assignment shall not constitute a waiver of or prejudice the party's right otherwise to demand strict compliance with that provision or any other provision. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or any of Grantor's obligations as to any future transactions. Whenever consent by Lender is required in this Assignment, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS ASSIGNMENT OF RENTS, AND GRANTOR AGREES TO ITS TERMS.

GRANTOR:

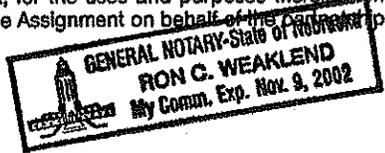
J D J INVESTMENTS, A NEBRASKA PARTNERSHIP

By: [Signature]
EDWIN K. CHRISTOFFERSEN, General Partner

PARTNERSHIP ACKNOWLEDGMENT

STATE OF Nebraska)
) SS
COUNTY OF Dodge)

On this 23 day of February, 2000 before me, the undersigned Notary Public, personally appeared EDWIN K. CHRISTOFFERSEN, General Partner of J D J INVESTMENTS, A NEBRASKA PARTNERSHIP, a partner or designated agent of J D J INVESTMENTS, A NEBRASKA PARTNERSHIP, and known to me to be a partner or designated agent of the partnership that executed the Assignment of Rents and acknowledged the Assignment to be the free and voluntary act and deed of the partnership, by authority of statute or its Partnership Agreement, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Assignment and in fact executed the Assignment on behalf of the Partnership.



By: [Signature]
Notary Public in and for the State of Nebraska
Residing at [Signature]
My commission expires 11-9-2002

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF FREMONT, NEBRASKA, ANNEXING BY VOLUNTARY PETITION APPROXIMATELY 13.6 ACRES, MORE FULLY DESCRIBED HEREIN, AND EXTENDING THE CORPORATE LIMITS TO INCLUDE SAID REAL ESTATE; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, a voluntary petition for annexation 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 contiguous with the corporate limits, and is urban or suburban in character and not rural in character; and

WHEREAS, the City has determined that it is able to provide certain essential services, such as utilities, police and fire protection, for the subject property so that the inhabitants of said territory shall receive substantially the same services as other inhabitants of the City; and

WHEREAS, a public hearing on the proposed annexation was held by the Planning Commission on February 15, 2016, at which time the Commission unanimously recommended in favor of the proposed annexation; and

WHEREAS, the City has determined that it is in compliance with pertinent annexation requirements of *Neb. Rev. Stat. § 16-117*;

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

SECTION I: ANNEXATION. That the following described real estate, contiguous and adjacent to the City of Fremont, Nebraska, urban or suburban in character and not rural in character, receiving material benefits and advantages from annexation to said City, to-wit:

TRACT A: THAT PART OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 17 NORTH, RANGE 8 EAST OF THE 6TH P.M., DODGE COUNTY, NEBRASKA BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHWEST QUARTER, 630 FEET EAST AS MEASURED ALONG SAID NORTH LINE, FROM THE INTERSECTION WITH THE NORTHEAST LINE OF OLD MILITARY ROAD, NOW FRONT STREET, THENCE DUE SOUTH AT RIGHT ANGELS TO THE LAST DESCRIBED LINE A DISTANCE OF 336.9 FEET TO THE NORTHEASTERLY LINE OF SAID FRONT STREET, THENCE S55°57'E A DISTANCE OF 39 FEET ALONG THE NORTHEASTERLY LINE OF FRONT STREET; THENCE S87°58'E 45.2 FEET TO A POINT ON A LINE 25 FEET DISTANT FROM AND MEASURED AT RIGHT ANGLES TO THE CENTER LINE OF CHICAGO AND NORTH WESTERN RAILWAY COMPANY SPUR TRACK I.C.C. NO. 14; THENCE NORTH 58°38' EAST, 322.25 FEET TO A POINT ON SAID LINE 25 FEET DISTANT FROM SAID SPUR TRACK CENTER LINE; THENCE NORTH 33°47' EAST 231.75 FEET TO THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHWEST QUARTER; THENCE WEST 481.5 FEET TO THE POINT OF BEGINNING. ALSO REFERRED TO AS TAX LOT 75 IN SAID SECTION.

TRACT B: THAT PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 17 NORTH, RANGE 8 EAST OF THE 6TH P.M., DODGE COUNTY, NEBRASKA, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION, 482 FEET EAST, AS MEASURED ALONG THE NORTH LINE OF SAID QUARTER QUARTER SECTION FROM THE INTERSECTION WITH THE NORTHEASTERLY LINE OF OLD MILITARY ROAD, NOW FRONT STREET; THENCE DUE EAST ALONG THE NORTH LINE OF SAID QUARTER QUARTER SECTION, A DISTANCE OF 148 FEET; THENCE DUE SOUTH ALONG A LINE AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 336.90 FEET TO THE NORTHEASTERLY LINE OF SAID FRONT STREET; THENCE N55°55'W ALONG THE NORHTEASTERLY LINE OF SAID STREET, A DISTANCE OF 94.55 FEET TO AN ANGLE POINT OF SAID STREET; THENCE N62°46'W, ALONG THE NORTHEASTERLY LINE OF SAID STREET, A DISTANCE OF 78.30 FEET; THENCE DUE NORTH ALONG A LINE AT RIGHT ANGLES TO THE NORTH LINE OF SAID QUARTER QUARTER SECTION, A DISTANCE OF 248.07 FEET TO THE POINT OF BEGINNING, EXCEPT THE NORTH 25 FEET THEREOF DEDICATED AS ROAD RIGHT-OF-WAY. ALSO REFERRED TO AS TAX LOT 112 IN SAID SECTION.

TRACT C: THAT PART OF SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 17 NORTH, RANGE 8 EAST OF THE 6TH P.M., DODGE COUNTY, NEBRASKA, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF THE SOUTHWEST QUARTER SOUTHWEST QUARTER OF SAID SECTION WITH THE NORTHEASTERLY LINE OF OLD MILITARY ROAD, NOW FRONT STREET; THENCE EAST ALONG THE NORTH LINE OF SAID QUARTER QUARTER SECTION A DISTANCE OF 482 FEET; THENCE DUE SOUTH ALONG A LINE AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 248.07 FEET TO THE NORTHEASTERLY LINE OF SAID FRONT STREET; THENCE NORTHWESTERLY ALONG THE NORTHEASTERLY LINE OF SAID STREET TO THE POINT OF BEGINNING, EXCEPT THE NORTH 25 FEET THEREOF DEDICATED AS ROAD RIGHT OF WAY. ALSO REFERRED TO AS TAX LOT 113 IN SAID SECTION.

TRACT D: PART OF THE EAST HALF, SOUTHEAST QUARTER OF SECTION 23, INCLUDING PART OF BLOCK 19 IN BLAIR'S ADDITION TO THE CITY OF FREMONT, AND PART OF VACATED PEBBLE STREET, AND PART OF VACATED FRONT STREET, AND PART OF THE WEST HALF, SOUTHWEST QUARTER IN SECTION 24 INCLUDING PART OF LOT 17 IN BLOCK 53, HALL'S SUBIDIVISON AND PART OF VACATED FRONT STREET; ALL LYING IN TOWNSHIP 17 NORTH, RANGE 8 EAST OF THE 6TH P.M., DODGE COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LOT 8, BLOCK 14, BLAIR'S ADDITION TO THE CITY OF FREMONT; THENCE N 90°00' E (ASSUMED BEARING) ALONG THE WESTERLY PROJECTION OF THE NORTH LINE OF BLOCK 19 IN SAID BLAIR'S ADDITION A DISTANCE OF 320.18 FEET TO A POINT 60.00 FEET WEST OF THE NORTHEAST CORNER OF SAID BLOCK 19; THENCE S 00°01'45" E PARALLEL TO AND 60.0 FEET WEST OF THE EAST LINE OF SAID BLOCK 19 A DISTANCE OF 90.00 FEET; THENCE N 90°00' E PARALLEL TO AND 90.00 FEET SOUTH OF THE NORTH LINE OF SAID BLOCK 19 A DISTANCE OF 43.00 FEET TO A

POINT 17.00 FEET WEST OF THE EAST LINE OF SAID BLOCK 19, THENCE S 00°01'45" E PARALLEL TO AND 17.0 FEET WEST OF SAID EAST LINE A DISTANCE OF 160.00 FEET; THENCE N 90°00' E A DISTANCE OF 100.00 FEET TO A POINT 17.00 FEET EAST OF THE SOUTHERLY PROJECTION OF THE EASTERLY R.O.W. LINE OF BELL STREET, AS SAID STREET R.O.W. IS ORIGINALLY PLATTED IN THE CITY OF FREMONT; THENCE N 00°01'45" W PARALLEL TO AND 17.00 FEET EAST OF SAID EASTERLY BELL STREET R.O.W. LINE A DISTANCE OF 277.23 FEET TO A POINT ON THE NORTHERLY LINE OF LOT 17, BLOCK 53, IN HALL'S SUBDIVISION TO THE CITY OF FREMONT, SAID POINT BEING 17.00 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT 17; THENCE S 89°35'31" E ALONG THE NORTH LINE OF SAID LOT 17 A DISTANCE OF 245.42 FEET TO A POINT 37.00 FEET WEST OF THE NORTHEAST CONRER OF SAID LOT 17; THENCE S 00°14'04" E PARALLEL TO AND 37.00 FEET WEST OF THE EAST LINE OF SAID LOT 17 AND ITS SOUTHERLY PRPROJECTION A DISTANCE OF 286.08 FEET TO A POINT ON THE SOUTHERLY R.O.W. LINE OF FRONT STREET; THENCE S 62°20'23" E ALONG SAID SOUTHERN R.O.W. LINE A DISTANCE OF 741.11 FEET TO THE NORTHEAST CORNER OF TAX LOT 87 LYING IN THE SOUTHWEST QUARTER, SOUTH WEST QUARTER OF SAID SECTION 24; THENCE S 27°08'16" W ALONG THE EASTERLY LINE OF SAID TAX LOT 87 AND ITS SOUTHERLY PROJECTION A DISTANCE OF 207.26 FEET TO A POINT 15.00 FEET NORTHEASTERLY AS MEASURED AT RIGHT ANGLES TO THE CENTERLINE OF CHICAGO & NORTHWESTERN RAILROAD SPUR TRACK NO. 9; THENCE N 66°00'31" W PARALLEL TO AND 15.00 FEET NORTHEASTERLY OF SAID SPUR TRACK NO .9 FOR A DISTANCE OF 1390.80 FEET TO A POINT ON THE EAST LINE OF BLOCK 14 IN SAID BLAIR'S ADDITION; THENCE N 00°01'34" W ALONG SAID EAST LINE A DISTANCE OF 223.12 FEET TO THE POINT OF BEGINNING; AND CONTAINING 9.24 ACRES, MORE OR LESS.

be and the same is hereby included within the boundaries and territory of the City of Fremont, Nebraska and shall be included within the corporate limits of said City and become a part of said City for all purposes whatsoever, and the inhabitants of such addition shall be entitled to all the rights and privileges and be subject to all the laws, ordinances, rules and regulations of said City.

SECTION 2. REPEALER. All ordinances made in conflict with this Ordinance are hereby repealed.

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

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

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

Scott Getzschman, Mayor

ATTEST:

Tyler Ficken, City Clerk

Staff Report

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

Recommendation:
1) hold final reading.

Background: The owner of approximately 7,800 square feet located at 1820 W 23rd 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.

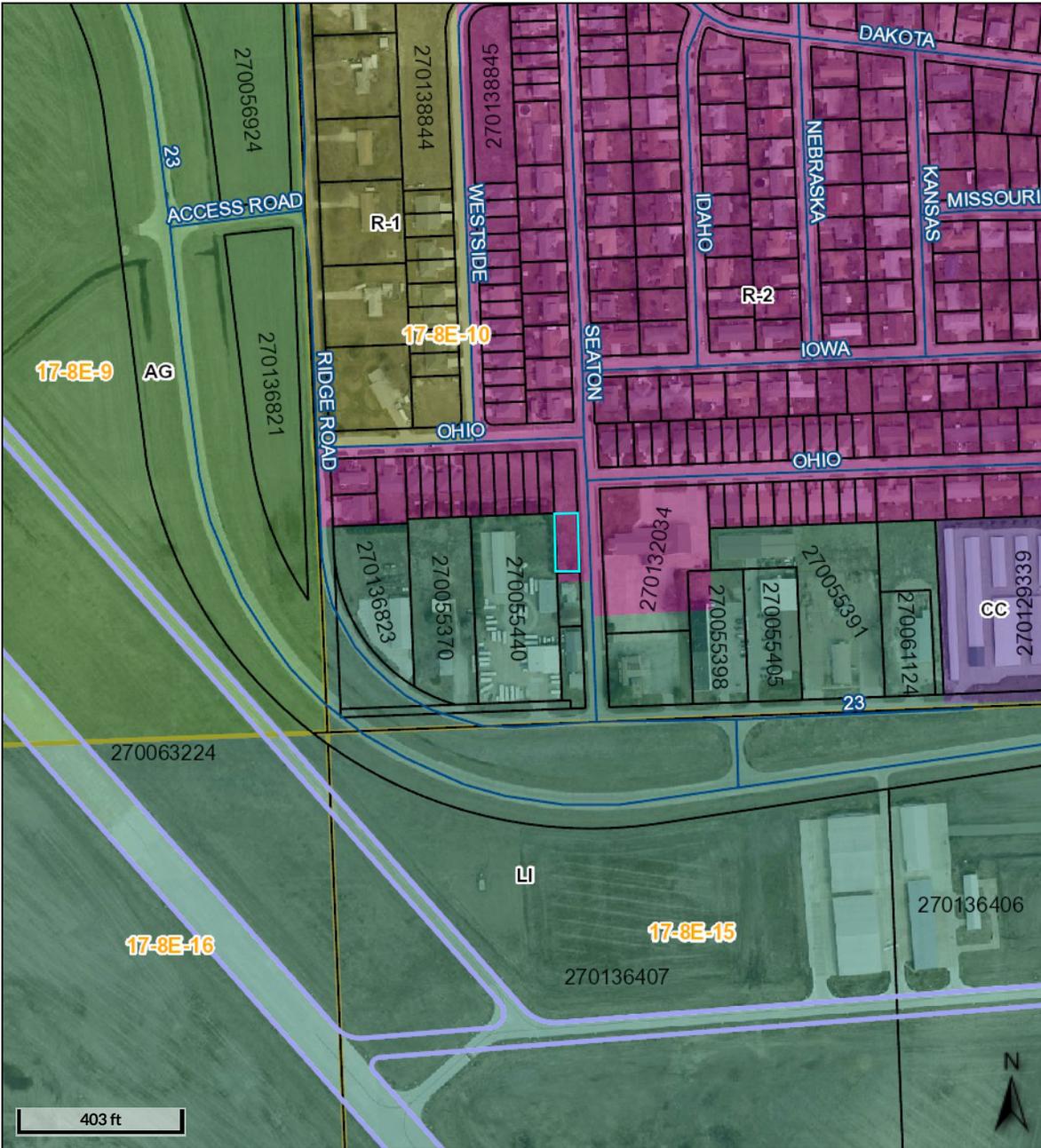
The subject property is located along the west side of Seaton Ave., between W. 23rd St. and Ohio St. Property to the north, is zoned R-2 Moderate-Density Residential, is vacant/undeveloped, and is listed as real property; property to the east is zoned partially R-2 Moderate-Density Residential and partially 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

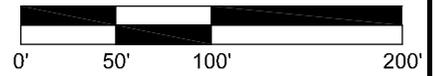
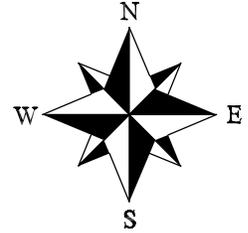
Date created: 4/15/2016

PROPOSED ZONING CHANGE

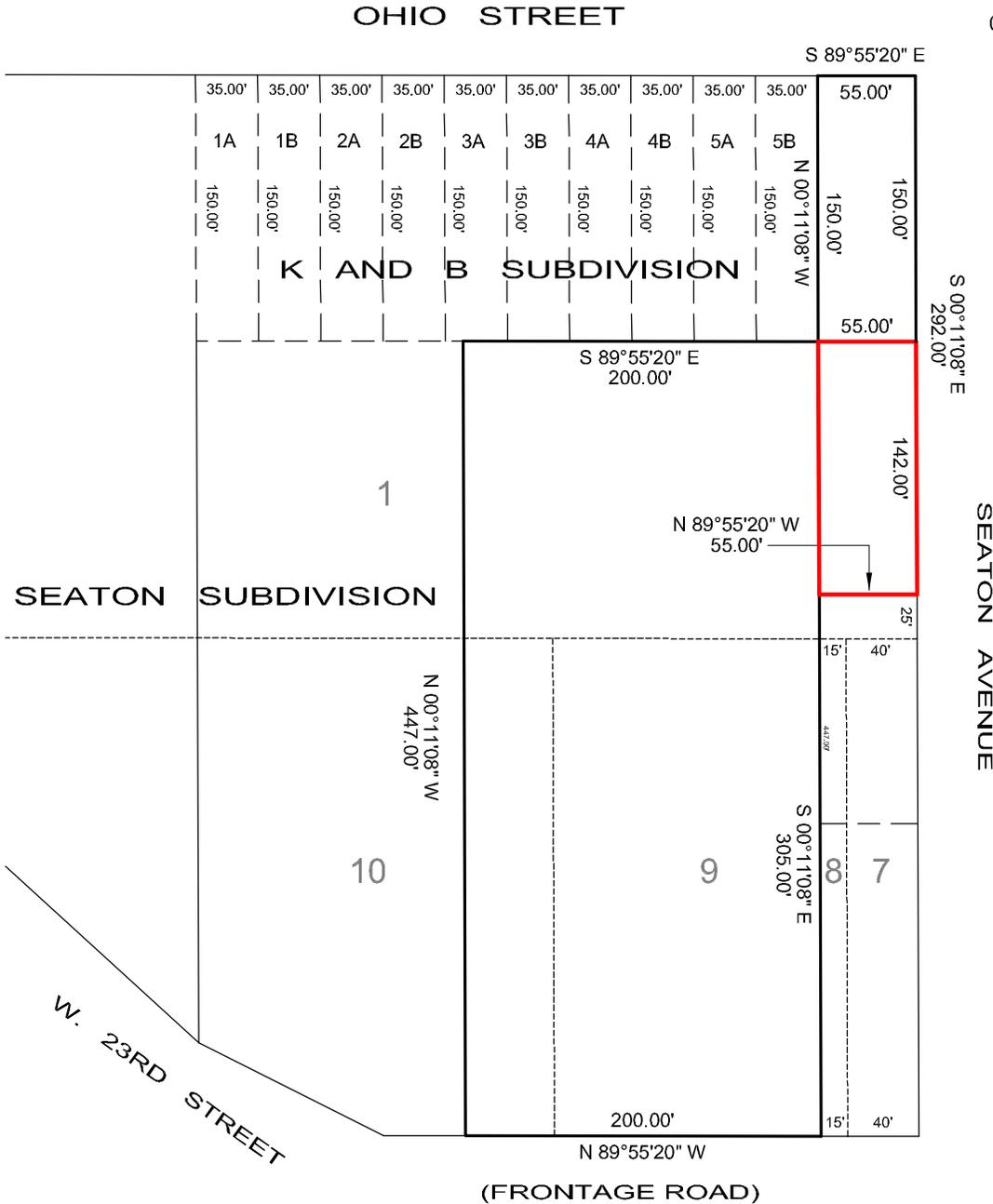
PART OF LOT 1, OF SEATON SUBDIVISION
SECTION 10, T17N, R8E OF THE SIXTH P.M., DODGE COUNTY, NEBRASKA

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 23rd 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:

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

Recommendation:

1) hold final reading.

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.

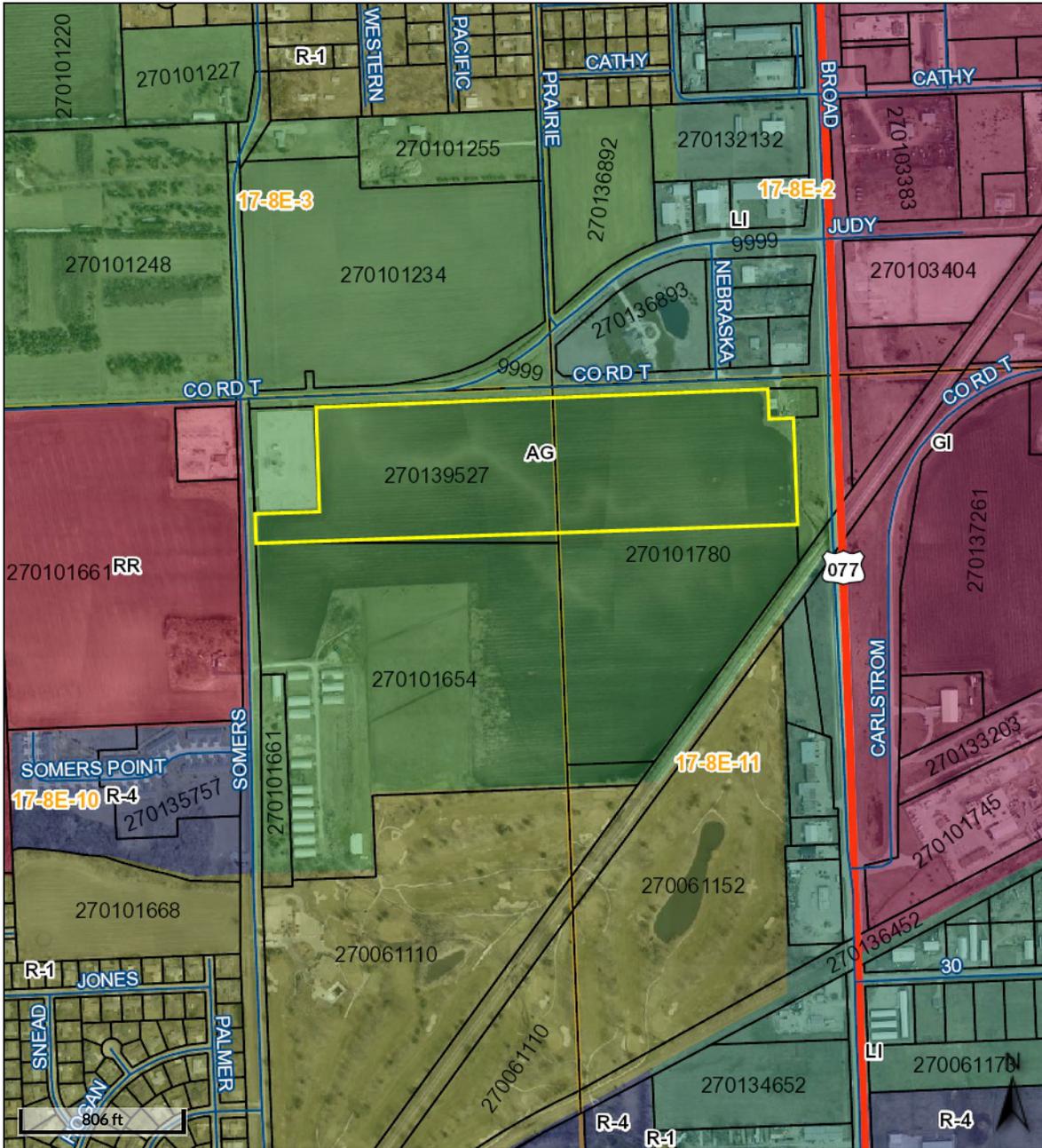
The subject property is located along the south side of W Co. Rd. T between State Hwy 77 and N Somers Ave. Properties to the north, opposite W Co. Rd. T, are zoned LI Limited Industrial and AG Agricultural and are listed as commercial and agricultural uses, respectively; property immediately east of 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:

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.

Recommendation:

1) hold final reading.

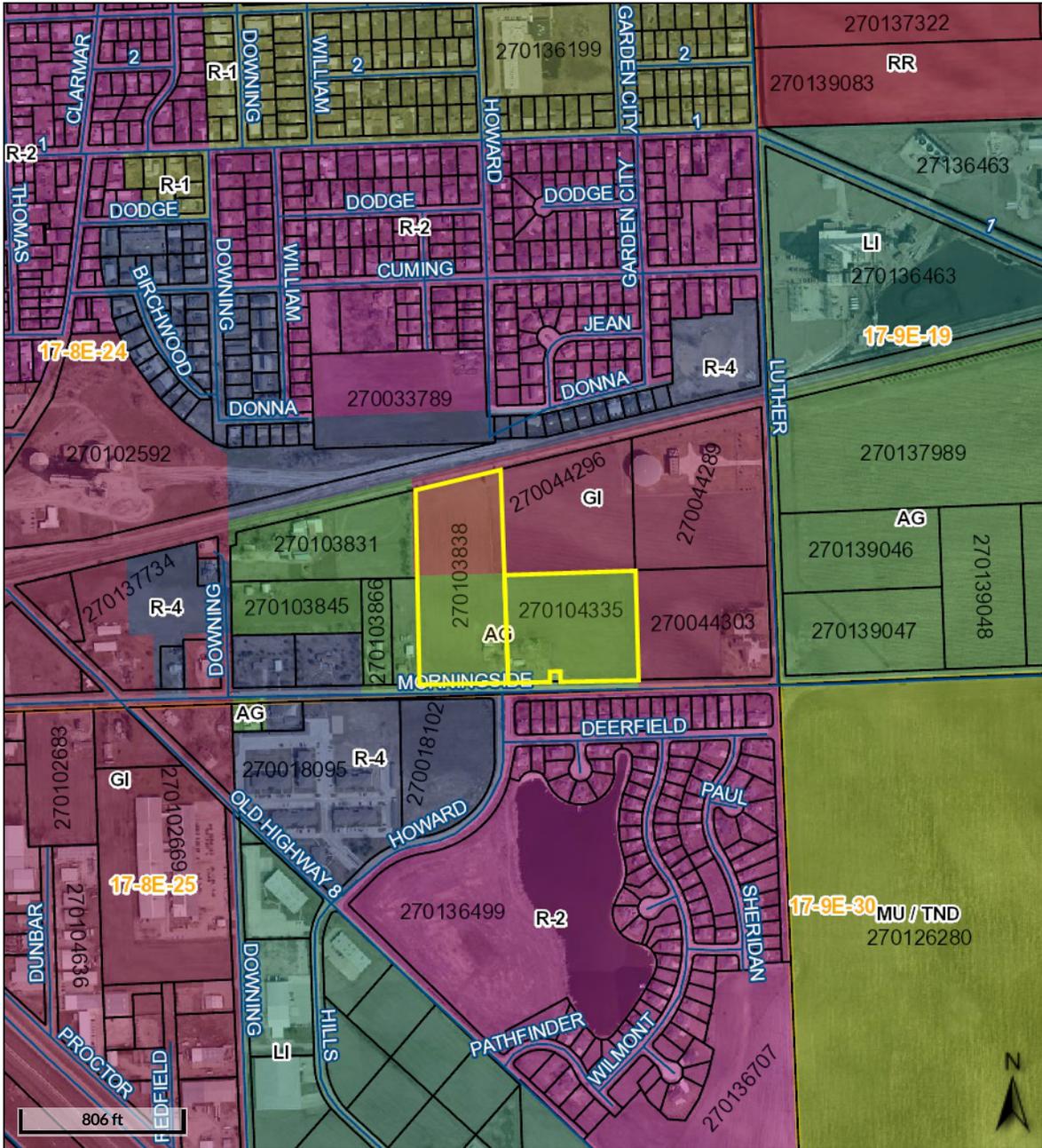
Background: The owner of approximately 16.9 acres located at 361 W Co. Rd. T, Lilyan Scheinost, is requesting approval of a zoning change from AG Agricultural and GI General Industrial to LI Limited Industrial. The reason for the request is for conveyance purposes to further development plans of the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

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 – Second Reading

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 14th 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 27th & Laverna, the area between Victoria Lane & Churchill Drive to the west of Buckingham and the area between Maplewood Drive and Eastwood Drive just to the west of Johnson Road. In all of these situations, water is trapped in the backyards. The rains this past week or so have resulted in calls to the City.

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

currently working on a drainage system to help with some of the problems they are having in the backyards.

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

*5/16/2016 - NOTE – The 2nd 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: David Goedeken, P.E., Director of Public Works
DATE: May 26, 2016
SUBJECT: Request waiver of drive approach encroachment at 2449 East 16th 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 16th Street.

Background: A new drive is being constructed at 2449 East 16th 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.

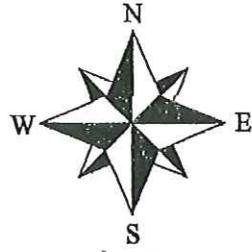
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 Danny Martinez, RLS
 Apex Land Surveying, LLC
 125 N. Clamar Ave.
 Fremont, NE 68025
 402-720-9339 office/mobile
danm.surveying@gmail.com

PROPOSED SITE PLAN

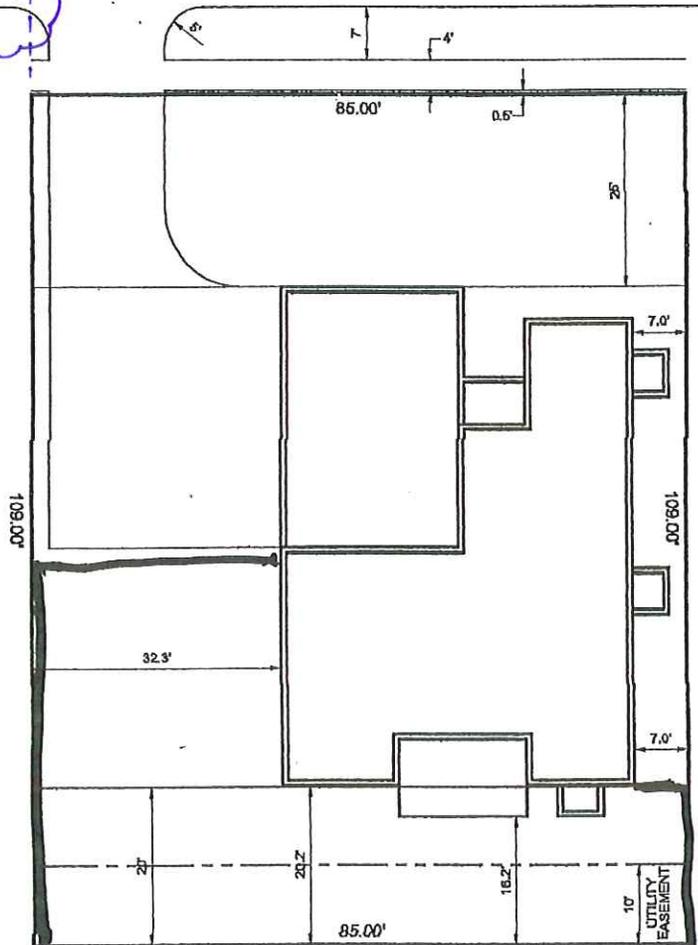
LOT 14, BLOCK 1, HERITAGE SQUARE SUBDIVISION
 CITY OF FREMONT, DODGE COUNTY, NEBRASKA

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

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: Mayor and City Council
FROM: Troy Anderson, Director of Planning
DATE: June 17, 2016
SUBJECT: Voluntary Annexation Petition – Roadway Subdivision

Recommendation:
Hold second reading.

Background: A Voluntary Annexation Petition has been received by Brenda K. Doernemann, Managing Member of Proctor, LLC, Ronald G. Vlach, President of Victory Lake Marine, Inc., Leslie B. Shallberg, President of fremont Electric Inc., Allen Dayton, President of the Lionel Company, LLC, Thomas, L. Coday, General Partner of R E Partnership, a Nebraska General Partnership, Daniel E. and Trudy K. Simanek, William F. Dugan and Jane L. Dugan, Scott Taylor and Cherie Taylor, Michael Cone, President of Michael Cone Enterprises, LLC, and Sanitary and Improvement District No. 4 of Dodge County, Nebraska, (“SID No. 4”) a political subdivision of the State, requesting annexation of approximately 57.3 acres into the corporate limits.

According to Nebraska Revised Statutes § 19-929, “The municipal governing body shall not take final action on matters relating to the comprehensive development plan, capital improvements, building codes, subdivision development, the annexation of territory, or zoning until it has received the recommendation of the planning commission if such commission in fact has been created and is existent.”

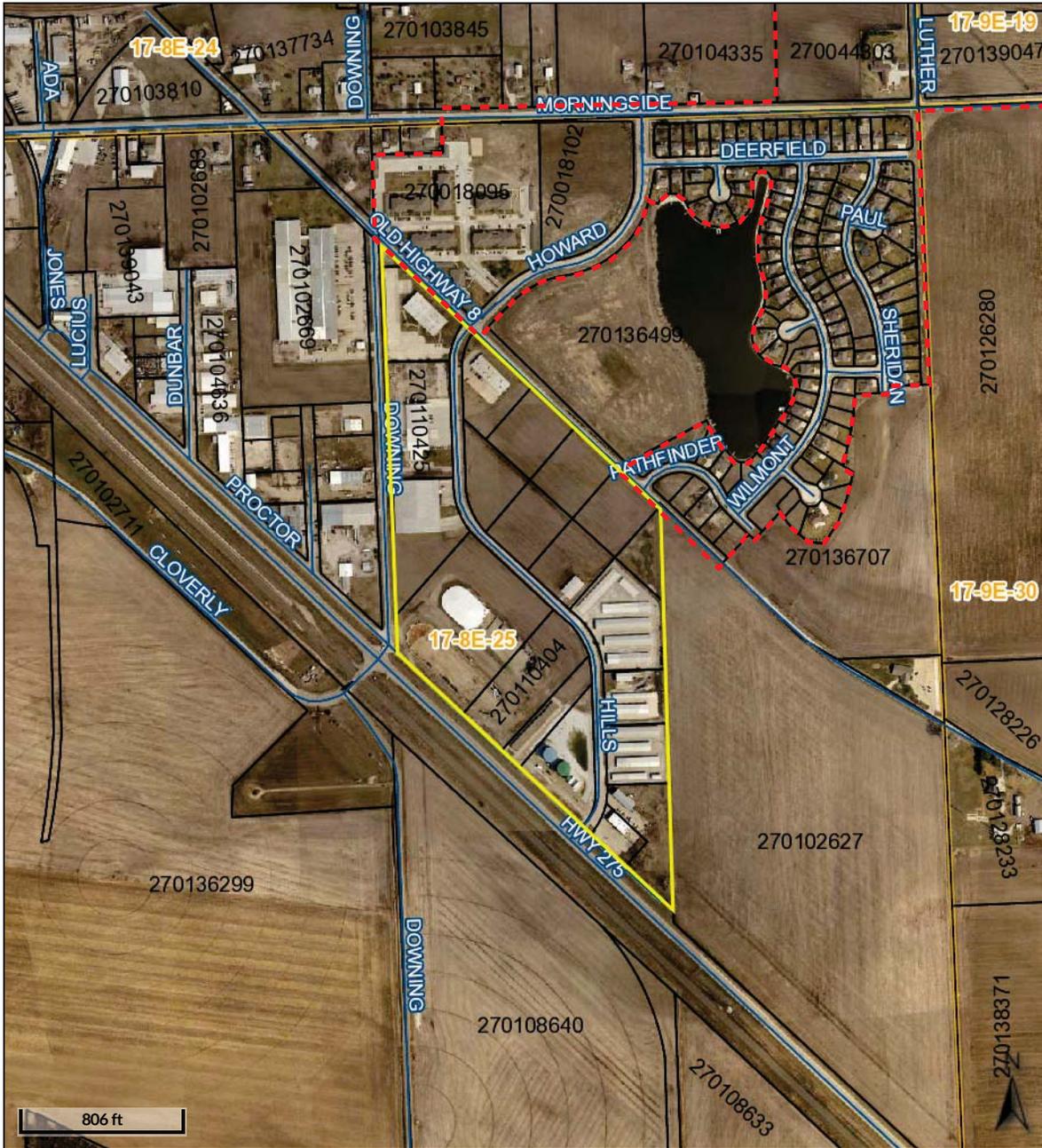
The subject property is not identified in the Comprehensive Plan as a preferred or secondary area of future annexation and growth. However, as it pertains to unidentified annexation, according to the City’s Comprehensive Plan:

The areas not identified for annexation are those that, at this time, are expected to occur beyond the horizon of this plan and which warrant evaluation upon the five-year update of this plan. Given the uncertainties of development though, these areas may be subject to annexation and development in which case the following principles may be used to guide the decision:

- The decision to extend infrastructure and provide municipal services will include, among others, the location of the proposed development relative to existing development and the proximity to existing utilities and

adequate road infrastructure. [as part of the Conditional Annexation Agreement, the City will construct and install water main service and fire hydrants for the benefit of all properties located in the Roadway Subdivision; the subject property is currently served by Old Highway 8 to the north and Proctor Rd. to the south]

- The existing infrastructure systems have adequate capacities to accept and sustain the demands of the proposed development without an inordinate requirement for capital investment on behalf of the City. [the subject properties consist of either vacant/undeveloped tracts of land or fully developed tracts of land and are generally considered as being served by existing infrastructure; no new development is being proposed as part of these annexation proceedings]
- The subject development will not disrupt an orderly and fiscally responsible progression of growth and development. [the subject property is continuous or adjacent to corporate limits to the north and constitutes orderly and fiscally responsible progression of growth and development to the south and east]



Overview



Legend

- Highways
 - <all other values>
 - I
 - LS
 - N
 - R
 - US
- Parcels
- Sections
- Airport
- Streets

Date created: 5/31/2016

Developed by
The Schneider Corporation

ANNEXATION PETITION AND CONSENT

RECEIVED
MAY 19 2016
BY: *[Signature]*

TO: The City of Fremont, Nebraska ("City"):

COMES NOW, Brenda K. Doernemann, Managing Member of Proctor, LLC, a Nebraska Limited Liability Company, owner of the following described real estate ("Owner"), to wit:

Lot 1 and part of Lot 2, Roadway Subdivision, more particularly described as follows: Beginning at the southeast corner of Lot 2, Roadway Subdivision; said corner being 210.0 feet northwest of the intersection of Hills Road and Proctor Street; and assuming the north right-of-way of Proctor Street to bear N44°39'50"W; thence N44°39'50"W 190.0 feet; thence N45°20'10"E 503.38 feet; thence S00°06'34"E 266.64 feet; thence S45°20'10"W 316.30 feet; to the point of beginning, being part of Lot 2, Roadway Subdivision, Dodge County, Nebraska. (the "Property")

and respectfully petitions and consents for the Property to be annexed into the City, and in support thereof, shows as follows:

1. That the Property is within the extraterritorial jurisdiction of the City, and in combination with other similar petitions, is adjacent to the present corporate limits of the City; and
2. That in order to promote the orderly development of the Property, the Property should be annexed into the City, and by the execution hereof, the undersigned requests, consents and/or petitions the City Council to annex the Property into the corporate limits of the City.
3. That, notwithstanding the foregoing, this Annexation Petition and Consent is conditioned upon the following which must occur or this Annexation Petition and Consent shall be deemed to be withdrawn prior to annexation:
 - a. The City shall agree in writing to construct and install water main service and fire hydrants for the benefit of all properties located in Roadway Subdivision as platted and recorded in Dodge County, Nebraska ("Roadway Subdivision") within 12 months of the annexation at no cost, levy or assessment to such properties or the property owners; and,
 - b. The execution of a written agreement between Sanitary and Improvement District No. 4 of Dodge County (SID No. 4) and the City for annexation of SID No. 4 to include specific provisions for the utilization of all remaining SID No. 4 funds for the lawful benefit of properties located within Roadway Subdivision as platted and recorded in Dodge County, Nebraska ("Roadway Subdivision") as illustrated, but not limited to, uses set forth on Exhibit "A" or other public purpose as approved by the majority in square footage of property owners located in Roadway Subdivision or by an association formed by the Roadway Subdivision property owners for the purpose of directing the lawful usage of such funds; and,

WHEREFORE, Petitioner requests these bodies to take the appropriate steps to annex this Property.

Brenda Doernemann
(Signature)

5-4-16
(Date)

**NON-EXCLUSIVE USE OF ESCROWED SID FUNDS
FOR THE BENEFIT OF ROADWAY SUBDIVISION
AS PLATTED AND RECORDED IN DODGE COUNTY, NEBRASKA**

- a. To pay connection fees and extend water service to stop boxes on each platted Roadway Subdivision property that is annexed by the City.
- b. Prepare and improvement of streets in Roadway Subdivision.
- c. Installation of street lighting.
- d. Drainage maintenance, repair and improvements.
- e. Repair of former SID No. 4 improvements.
- f. Construction and maintenance of entrance signage.
- g. Entrance beautification and landscaping.

RECEIVED
MAY 19 2016
BY: *Tyler Allen*

ANNEXATION PETITION AND CONSENT

TO: The City of Fremont, Nebraska ("City"):

COMES NOW, Ronald G. Vlach, President of Victory Lake Marine, Inc., owner of the following described real estate ("Owner"), to wit:

Part of Lot 2, Roadway Subdivision, Dodge County, Nebraska, described as follows: Beginning at the southwest corner of said Lot 2, said corner being 480.01 feet northwest of the intersection of Hills Road and Proctor Street, and assuming the North right-of-way of Proctor Street to bear N44°39'50"W; thence N45°20'10"E 575.32 feet to the right-of-way of Hills Road; thence southeasterly along a 314.85' radius curve to the right 58.86 feet; thence S00°06'34"E 49.07 feet; thence S45°20'10"W 503.38 feet; thence N44°39'50"W 80.0 feet to the point of beginning, Dodge County, Nebraska.

and

Lots 3, 4, 5, 11 and 12, Roadway Subdivision, Dodge County, Nebraska, as otherwise more particularly described of record in the Dodge County Register of Deeds (the "Property")

and respectfully petitions and consents for the Property to be annexed into the City, and in support thereof, shows as follows:

1. That the Property is within the extraterritorial jurisdiction of the City, and in combination with other similar petitions, is adjacent to the present corporate limits of the City; and
2. That in order to promote the orderly development of the Property, the Property should be annexed into the City, and by the execution hereof, the undersigned requests, consents and/or petitions the City Council to annex the Property into the corporate limits of the City.
3. That, notwithstanding the foregoing, this Annexation Petition and Consent is conditioned upon the following which must occur or this Annexation Petition and Consent shall be deemed to be withdrawn prior to annexation:
 - a. The City shall agree in writing to construct and install water main service and fire hydrants for the benefit of all properties located in Roadway Subdivision as platted and recorded in Dodge County, Nebraska ("Roadway Subdivision") within 12 months of the annexation at no cost, levy or assessment to such properties or the property owners; and,
 - b. The execution of a written agreement between Sanitary and Improvement District No. 4 of Dodge County (SID No. 4) and the City for annexation of SID No. 4 to include specific provisions for the utilization of all remaining SID No. 4 funds for the lawful benefit of properties located within Roadway Subdivision as platted and recorded in Dodge County, Nebraska ("Roadway Subdivision") as illustrated, but not limited to, uses set forth on Exhibit "A" or other public purpose as approved by the majority in square footage of property owners located in Roadway Subdivision or by an association formed by the Roadway Subdivision property owners for the purpose of directing the lawful usage of such funds; and,

WHEREFORE, Petitioner requests these bodies to take the appropriate steps to annex this Property.

Ronald G. Vlach

(Signature)

5-4-16

(Date)

**NON-EXCLUSIVE USE OF ESCROWED SID FUNDS
FOR THE BENEFIT OF ROADWAY SUBDIVISION
AS PLATTED AND RECORDED IN DODGE COUNTY, NEBRASKA**

- a. To pay connection fees and extend water service to stop boxes on each platted Roadway Subdivision property that is annexed by the City.
- b. Prepare and improvement of streets in Roadway Subdivision.
- c. Installation of street lighting.
- d. Drainage maintenance, repair and improvements.
- e. Repair of former SID No. 4 improvements.
- f. Construction and maintenance of entrance signage.
- g. Entrance beautification and landscaping.

ANNEXATION PETITION AND CONSENT

RECEIVED
MAY 19 2016
BY: *[Signature]*

TO: The City of Fremont, Nebraska ("City");

COMES NOW, Leslie B. Shallberg, President of Fremont Electric Inc., owner of the following described real estate ("Owner"), to wit:

Lot 6, Roadway Subdivision, Dodge County, Nebraska, as otherwise more particularly filed of record in the Dodge County Register of Deeds, (the "Property")

and respectfully petitions and consents for the Property to be annexed into the City, and in support thereof, shows as follows:

1. That the Property is within the extraterritorial jurisdiction of the City, and in combination with other similar petitions, is adjacent to the present corporate limits of the City; and
2. That in order to promote the orderly development of the Property, the Property should be annexed into the City, and by the execution hereof, the undersigned requests, consents and/or petitions the City Council to annex the Property into the corporate limits of the City.
3. That, notwithstanding the foregoing, this Annexation Petition and Consent is conditioned upon the following which must occur or this Annexation Petition and Consent shall be deemed to be withdrawn prior to annexation:
 - a. The City shall agree in writing to construct and install water main service and fire hydrants for the benefit of all properties located in Roadway Subdivision as platted and recorded in Dodge County, Nebraska ("Roadway Subdivision") within 12 months of the annexation at no cost, levy or assessment to such properties or the property owners; and,
 - b. The execution of a written agreement between Sanitary and Improvement District No. 4 of Dodge County (SID No. 4) and the City for annexation of SID No. 4 to include specific provisions for the utilization of all remaining SID No. 4 funds for the lawful benefit of properties located within Roadway Subdivision as platted and recorded in Dodge County, Nebraska ("Roadway Subdivision") as illustrated, but not limited to, uses set forth on Exhibit "A" or other public purpose as approved by the majority in square footage of property owners located in Roadway Subdivision or by an association formed by the Roadway Subdivision property owners for the purpose of directing the lawful usage of such funds; and,

WHEREFORE, Petitioner requests these bodies to take the appropriate steps to annex this Property.

[Signature]
(Signature)

5-4-16
(Date)

**NON-EXCLUSIVE USE OF ESCROWED SID FUNDS
FOR THE BENEFIT OF ROADWAY SUBDIVISION
AS PLATTED AND RECORDED IN DODGE COUNTY, NEBRASKA**

- a. To pay connection fees and extend water service to stop boxes on each platted Roadway Subdivision property that is annexed by the City.
- b. Prepare and improvement of streets in Roadway Subdivision.
- c. Installation of street lighting.
- d. Drainage maintenance, repair and improvements.
- e. Repair of former SID No. 4 improvements.
- f. Construction and maintenance of entrance signage.
- g. Entrance beautification and landscaping.

RECEIVED
MAY 19 2016
BY: *T. L. Fisher*

ANNEXATION PETITION AND CONSENT

TO: The City of Fremont, Nebraska ("City"):

COMES NOW, Allen Dayton, as President of The Lionel Company, LLC, a Nebraska Limited Liability Company, owner of the following described real estate ("Owner"), to wit:

Lot 7, Roadway Subdivision as platted and recorded in Dodge County, Nebraska
(the "Property")

and respectfully petitions and consents for the Property to be annexed into the City, and in support thereof, shows as follows:

1. That the Property is within the extraterritorial jurisdiction of the City, and in combination with other similar petitions, is adjacent to the present corporate limits of the City; and
2. That in order to promote the orderly development of the Property, the Property should be annexed into the City, and by the execution hereof, the undersigned requests, consents and/or petitions the City Council to annex the Property into the corporate limits of the City.
3. That, notwithstanding the foregoing, this Annexation Petition and Consent is conditioned upon the following which must occur or this Annexation Petition and Consent shall be deemed to be withdrawn prior to annexation:
 - a. The City shall agree in writing to construct and install water main service and fire hydrants for the benefit of all properties located in Roadway Subdivision as platted and recorded in Dodge County, Nebraska ("Roadway Subdivision") within 12 months of the annexation at no cost, levy or assessment to such properties or the property owners; and,
 - b. The execution of a written agreement between Sanitary and Improvement District No. 4 of Dodge County (SID No. 4) and the City for annexation of SID No. 4 to include specific provisions for the utilization of all remaining SID No. 4 funds for the lawful benefit of properties located within Roadway Subdivision as platted and recorded in Dodge County, Nebraska ("Roadway Subdivision") as illustrated, but not limited to, uses set forth on Exhibit "A" or other public purpose as approved by the majority in square footage of property owners located in Roadway Subdivision or by an association formed by the Roadway Subdivision property owners for the purpose of directing the lawful usage of such funds; and,

WHEREFORE, Petitioner requests these bodies to take the appropriate steps to annex this Property.

Allen Dayton
(Signature)

May 5, 2016
(Date)

**NON-EXCLUSIVE USE OF ESCROWED SID FUNDS
FOR THE BENEFIT OF ROADWAY SUBDIVISION
AS PLATTED AND RECORDED IN DODGE COUNTY, NEBRASKA**

- a. To pay connection fees and extend water service to stop boxes on each platted Roadway Subdivision property that is annexed by the City.
- b. Prepare and improvement of streets in Roadway Subdivision.
- c. Installation of street lighting.
- d. Drainage maintenance, repair and improvements.
- e. Repair of former SID No. 4 improvements.
- f. Construction and maintenance of entrance signage.
- g. Entrance beautification and landscaping.

RECEIVED
MAY 19 2016
BY: *Tyler Hill*

ANNEXATION PETITION AND CONSENT

TO: The City of Fremont, Nebraska ("City"):

COMES NOW, Thomas L. Coday, General Partner of R E Partnership, a Nebraska General Partnership, owner of the following described real estate ("Owner"), to wit:

Lots 9 and 10, Roadway Subdivision, as platted and recorded in Dodge County, Nebraska (the "Property")

and respectfully petitions and consents for the Property to be annexed into the City, and in support thereof, shows as follows:

1. That the Property is within the extraterritorial jurisdiction of the City, and in combination with other similar petitions, is adjacent to the present corporate limits of the City; and
2. That in order to promote the orderly development of the Property, the Property should be annexed into the City, and by the execution hereof, the undersigned requests, consents and/or petitions the City Council to annex the Property into the corporate limits of the City.
3. That, notwithstanding the foregoing, this Annexation Petition and Consent is conditioned upon the following which must occur or this Annexation Petition and Consent shall be deemed to be withdrawn prior to annexation:
 - a. The City shall agree in writing to construct and install water main service and fire hydrants for the benefit of all properties located in Roadway Subdivision as platted and recorded in Dodge County, Nebraska ("Roadway Subdivision") within 12 months of the annexation at no cost, levy or assessment to such properties or the property owners; and,
 - b. The execution of a written agreement between Sanitary and Improvement District No. 4 of Dodge County (SID No. 4) and the City for annexation of SID No. 4 to include specific provisions for the utilization of all remaining SID No. 4 funds for the lawful benefit of properties located within Roadway Subdivision as platted and recorded in Dodge County, Nebraska ("Roadway Subdivision") as illustrated, but not limited to, uses set forth on Exhibit "A" or other public purpose as approved by the majority in square footage of property owners located in Roadway Subdivision or by an association formed by the Roadway Subdivision property owners for the purpose of directing the lawful usage of such funds; and,

WHEREFORE, Petitioner requests these bodies to take the appropriate steps to annex this Property.

Thomas L. Coday

(Signature)

5-4-2016

(Date)

**NON-EXCLUSIVE USE OF ESCROWED SID FUNDS
FOR THE BENEFIT OF ROADWAY SUBDIVISION
AS PLATTED AND RECORDED IN DODGE COUNTY, NEBRASKA**

- a. To pay connection fees and extend water service to stop boxes on each platted Roadway Subdivision property that is annexed by the City.
- b. Prepare and improvement of streets in Roadway Subdivision.
- c. Installation of street lighting.
- d. Drainage maintenance, repair and improvements.
- e. Repair of former SID No. 4 improvements.
- f. Construction and maintenance of entrance signage.
- g. Entrance beautification and landscaping.

ANNEXATION PETITION AND CONSENT

RECEIVED
MAY 19 2016
BY: *Tyler Allen*

TO: The City of Fremont, Nebraska ("City"):

COMES NOW, Daniel E. and Trudy K. Simanek, owners of the following described real estate ("Owner"), to wit:

Lots 13, 14, 16, 17, 18, Roadway Subdivision is platted and recorded in Dodge County, Nebraska (the "Property")

and respectfully petitions and consents for the Property to be annexed into the City, and in support thereof, shows as follows:

1. That the Property is within the extraterritorial jurisdiction of the City, and in combination with other similar petitions, is adjacent to the present corporate limits of the City; and
2. That in order to promote the orderly development of the Property, the Property should be annexed into the City, and by the execution hereof, the undersigned requests, consents and/or petitions the City Council to annex the Property into the corporate limits of the City.
3. That, notwithstanding the foregoing, this Annexation Petition and Consent is conditioned upon the following which must occur or this Annexation Petition and Consent shall be deemed to be withdrawn prior to annexation:
 - a. The City shall agree in writing to construct and install water main service and fire hydrants for the benefit of all properties located in Roadway Subdivision as platted and recorded in Dodge County, Nebraska ("Roadway Subdivision") within 12 months of the annexation at no cost, levy or assessment to such properties or the property owners; and,
 - b. The execution of a written agreement between Sanitary and Improvement District No. 4 of Dodge County (SID No. 4) and the City for annexation of SID No. 4 to include specific provisions for the utilization of all remaining SID No. 4 funds for the lawful benefit of properties located within Roadway Subdivision as platted and recorded in Dodge County, Nebraska ("Roadway Subdivision") as illustrated, but not limited to, uses set forth on Exhibit "A" or other public purpose as approved by the majority in square footage of property owners located in Roadway Subdivision or by an association formed by the Roadway Subdivision property owners for the purpose of directing the lawful usage of such funds; and,

WHEREFORE, Petitioner requests these bodies to take the appropriate steps to annex this Property.

David E. Simanek
(Signature)

5-6-16
(Date)

Trudy K. Simanek
(Signature)

5-6-16
(Date)

**NON-EXCLUSIVE USE OF ESCROWED SID FUNDS
FOR THE BENEFIT OF ROADWAY SUBDIVISION
AS PLATTED AND RECORDED IN DODGE COUNTY, NEBRASKA**

- a. To pay connection fees and extend water service to stop boxes on each platted Roadway Subdivision property that is annexed by the City.
- b. Prepare and improvement of streets in Roadway Subdivision.
- c. Installation of street lighting.
- d. Drainage maintenance, repair and improvements.
- e. Repair of former SID No. 4 improvements.
- f. Construction and maintenance of entrance signage.
- g. Entrance beautification and landscaping.

RECEIVED
MAY 19 2016
BY: *Tyler Allen*

ANNEXATION PETITION AND CONSENT

TO: The City of Fremont, Nebraska ("City"):

COMES NOW, William F. Dugan and Jane L. Dugan, husband and wife, owner of the following described real estate ("Owner"), to wit:

Lot 15, Roadway Subdivision, as platted and recorded in Dodge County, Nebraska (the "Property")

and respectfully petitions and consents for the Property to be annexed into the City, and in support thereof, shows as follows:

1. That the Property is within the extraterritorial jurisdiction of the City, and in combination with other similar petitions, is adjacent to the present corporate limits of the City; and
2. That in order to promote the orderly development of the Property, the Property should be annexed into the City, and by the execution hereof, the undersigned requests, consents and/or petitions the City Council to annex the Property into the corporate limits of the City.
3. That, notwithstanding the foregoing, this Annexation Petition and Consent is conditioned upon the following which must occur or this Annexation Petition and Consent shall be deemed to be withdrawn prior to annexation:
 - a. The City shall agree in writing to construct and install water main service and fire hydrants for the benefit of all properties located in Roadway Subdivision as platted and recorded in Dodge County, Nebraska ("Roadway Subdivision") within 12 months of the annexation at no cost, levy or assessment to such properties or the property owners; and,
 - b. The execution of a written agreement between Sanitary and Improvement District No. 4 of Dodge County (SID No. 4) and the City for annexation of SID No. 4 to include specific provisions for the utilization of all remaining SID No. 4 funds for the lawful benefit of properties located within Roadway Subdivision as platted and recorded in Dodge County, Nebraska ("Roadway Subdivision") as illustrated, but not limited to, uses set forth on Exhibit "A" or other public purpose as approved by the majority in square footage of property owners located in Roadway Subdivision or by an association formed by the Roadway Subdivision property owners for the purpose of directing the lawful usage of such funds; and,

WHEREFORE, Petitioner requests these bodies to take the appropriate steps to annex this Property.

William F. Dugan

(Signature)

5/4/16

(Date)

Jane L. Dugan

(Signature)

5/4/16

(Date)

**NON-EXCLUSIVE USE OF ESCROWED SID FUNDS
FOR THE BENEFIT OF ROADWAY SUBDIVISION
AS PLATTED AND RECORDED IN DODGE COUNTY, NEBRASKA**

- a. To pay connection fees and extend water service to stop boxes on each platted Roadway Subdivision property that is annexed by the City.
- b. Prepare and improvement of streets in Roadway Subdivision.
- c. Installation of street lighting.
- d. Drainage maintenance, repair and improvements.
- e. Repair of former SID No. 4 improvements.
- f. Construction and maintenance of entrance signage.
- g. Entrance beautification and landscaping.

ANNEXATION PETITION AND CONSENT

RECEIVED
MAY 19 2018
BY: *Tyler Fitch*

TO: The City of Fremont, Nebraska ("City"):

COMES NOW, Scott Taylor and Cherie Taylor, husband and wife, owners of the following described real estate ("Owner"), to wit:

Part of Lot 19, Roadway Subdivision in Section 25, Township 17 North, Range 8 East of the 6th P.M., Dodge County, Nebraska, further described as follows: Beginning at the Northeast corner of the said Lot 19; thence along the North line of said Lot 19 to the Northwest corner of said Lot 19; thence along the West line of said Lot 19 on a 260.06 foot radius curve to the right to a point on a line lying 151.54 feet Northeast of and parallel to the Northeast margin of Proctor Street; thence S 44°39'50" E, 183.48 feet; along said line lying 151.54 feet Northeast of and parallel to the Northeast margin of Proctor Street; thence Northeasterly to the point of beginning.

AND

Lot 19, Roadway Subdivision, in Section 25, Township 17 North, Range 8 East of the 6th P.M., Dodge County, Nebraska, EXCEPT beginning at a point on the West line of said Lot 19 which is also a point on a line lying 151.54 feet Northeast of and parallel to the Northeast margin of Proctor Street; thence S 44°39'50" E, 276.10 feet along said line lying 151.54 feet Northeast of and parallel to the Northeast margin of Proctor Street; thence S 45°20'10" W, 151.54 feet to a point on the Northeast margin of Proctor Street; thence N 44°39'50" W along the Northeast margin of Proctor Street to the point of tangency of the 20 foot radius curve at the intersection of Proctor Street and Hills Road; thence along a 20 foot radius curve to the right to the point of reverse curvature; thence Northerly along the East margin of Hills Road on a 268.86 foot radius curve to the left to the point of beginning and EXCEPT beginning at the Northeast corner of said Lot 19; thence along the North line of said Lot 19 to the Northwest corner of said Lot 19; thence along the West line of said Lot 19 on a 260.06 foot radius curve to the right to a point on a line lying 151.54 feet Northeast of and parallel to the Northeast margin of Proctor Street; thence S 44°39'50" E, 183.48 feet; along said line lying 151.54 feet Northeast of and parallel to the Northeast margin of Proctor Street; thence Northeasterly to the point of beginning.

(the "Property")

and respectfully petitions and consents for the Property to be annexed into the City, and in support thereof, shows as follows:

1. That the Property is within the extraterritorial jurisdiction of the City, and in combination with other similar petitions, is adjacent to the present corporate limits of the City; and
2. That in order to promote the orderly development of the Property, the Property should be annexed into the City, and by the execution hereof, the undersigned requests, consents and/or petitions the City Council to annex the Property into the corporate limits of the City.
3. That, notwithstanding the foregoing, this Annexation Petition and Consent is conditioned upon the following which must occur or this Annexation Petition and Consent shall be deemed to be withdrawn prior to annexation:
 - a. The City shall agree in writing to construct and install water main service and fire hydrants for the benefit of all properties located in Roadway Subdivision as platted and recorded in Dodge County, Nebraska ("Roadway Subdivision") within 12 months of the annexation at no cost, levy or assessment to such properties or the property owners; and,
 - b. The execution of a written agreement between Sanitary and Improvement District No. 4 of Dodge County (SID No. 4) and the City for annexation of

SID No. 4 to include specific provisions for the utilization of all remaining SID No. 4 funds for the lawful benefit of properties located within Roadway Subdivision as platted and recorded in Dodge County, Nebraska ("Roadway Subdivision") as illustrated, but not limited to, uses set forth on Exhibit "A" or other public purpose as approved by the majority in square footage of property owners located in Roadway Subdivision or by an association formed by the Roadway Subdivision property owners for the purpose of directing the lawful usage of such funds; and,

WHEREFORE, Petitioner requests these bodies to take the appropriate steps to annex this Property.



(Signature)


(Signature)

5-4-16

(Date)
5-4-16

(Date)

**NON-EXCLUSIVE USE OF ESCROWED SID FUNDS
FOR THE BENEFIT OF ROADWAY SUBDIVISION
AS PLATTED AND RECORDED IN DODGE COUNTY, NEBRASKA**

- a. To pay connection fees and extend water service to stop boxes on each platted Roadway Subdivision property that is annexed by the City.
- b. Prepare and improvement of streets in Roadway Subdivision.
- c. Installation of street lighting.
- d. Drainage maintenance, repair and improvements.
- e. Repair of former SID No. 4 improvements.
- f. Construction and maintenance of entrance signage.
- g. Entrance beautification and landscaping.

RECEIVED
MAY 19 2016

BY: *Tyler Allen*

ANNEXATION PETITION AND CONSENT

TO: The City of Fremont, Nebraska ("City");

COMES NOW, Michael Cone, as President of Michael Cone Enterprises, LLC, a Nebraska Limited Liability Company, owner of the following described real estate ("Owner"), to wit:

Part of Lot 19, Roadway Subdivision in Section 25, Township 17 North, Range 8 East of the 6th P.M., Dodge County, Nebraska, further described as follows: Beginning at a point on the west line of said Lot 19 which is also a point on a line lying 151.54 feet northeast of and parallel to the northeast margin of Proctor Street; thence S 44°39'50" E, 276.10 feet along said line lying 151.54 feet northeast of and parallel to the northeast margin of Proctor Street; thence S 45°20'10" W, 151.54 feet to a point on the northeast margin of Proctor Street; thence N 44°39'50" W along the northeast margin of Proctor Street to the point of tangency of the 20 foot radius curve at the intersection of Proctor Street and Hills Road; thence along a 20 foot radius curve to the right to the point of reverse curvature; thence northerly along the east margin of Hills Road on a 268.86 foot radius curve to the left to the point of beginning (the "Property")

and respectfully petitions and consents for the Property to be annexed into the City, and in support thereof, shows as follows:

1. That the Property is within the extraterritorial jurisdiction of the City, and in combination with other similar petitions, is adjacent to the present corporate limits of the City; and
2. That in order to promote the orderly development of the Property, the Property should be annexed into the City, and by the execution hereof, the undersigned requests, consents and/or petitions the City Council to annex the Property into the corporate limits of the City.
3. That, notwithstanding the foregoing, this Annexation Petition and Consent is conditioned upon the following which must occur or this Annexation Petition and Consent shall be deemed to be withdrawn prior to annexation:
 - a. The City shall agree in writing to construct and install water main service and fire hydrants for the benefit of all properties located in Roadway Subdivision as platted and recorded in Dodge County, Nebraska ("Roadway Subdivision") within 12 months of the annexation at no cost, levy or assessment to such properties or the property owners; and,
 - b. The execution of a written agreement between Sanitary and Improvement District No. 4 of Dodge County (SID No. 4) and the City for annexation of SID No. 4 to include specific provisions for the utilization of all remaining SID No. 4 funds for the lawful benefit of properties located within Roadway Subdivision as platted and recorded in Dodge County, Nebraska ("Roadway Subdivision") as illustrated, but not limited to, uses set forth on Exhibit "A" or other public purpose as approved by the majority in square footage of property owners located in Roadway Subdivision or by an association formed by the Roadway Subdivision property owners for the purpose of directing the lawful usage of such funds; and,

WHEREFORE, Petitioner requests these bodies to take the appropriate steps to annex this Property.

Michael Cone

(Signature)

5-9-16

(Date)

**NON-EXCLUSIVE USE OF ESCROWED SID FUNDS
FOR THE BENEFIT OF ROADWAY SUBDIVISION
AS PLATTED AND RECORDED IN DODGE COUNTY, NEBRASKA**

- a. To pay connection fees and extend water service to stop boxes on each platted Roadway Subdivision property that is annexed by the City.
- b. Prepare and improvement of streets in Roadway Subdivision.
- c. Installation of street lighting.
- d. Drainage maintenance, repair and improvements.
- e. Repair of former SID No. 4 Improvements.
- f. Construction and maintenance of entrance signage.
- g. Entrance beautification and landscaping.

ANNEXATION PETITION AND CONSENT

RECEIVED
MAY 19 2016

BY: *Tyler Hill*

TO: The City of Fremont, Nebraska ("City"):

COMES NOW, Sanitary and Improvement District No. 4 of Dodge County, Nebraska, a political subdivision of the state ("SID No. 4"), and respectfully petitions and consents that all property located within its territorial limits be annexed into the City, and in support thereof, shows as follows:

1. SID No. 4 is within the extraterritorial jurisdiction of the City and is adjacent to the present corporate limits of the City; and
2. That in order to promote the orderly development of the property located within the territorial limits of SID No. 4, SID No. 4 should be annexed into the City, and by the execution hereof, the undersigned requests, consents and/or petitions the City Council to annex the property located within the territorial limits of SID No. 4 into the corporate limits of the City.
3. That, notwithstanding the foregoing, this Annexation Petition and Consent is conditioned upon the following which must occur or this Annexation Petition and Consent shall be deemed to be withdrawn prior to annexation:
 - a. The City shall agree in writing to construct and install water main service and fire hydrants for the benefit of all properties located in Roadway Subdivision as platted and recorded in Dodge County, Nebraska ("Roadway Subdivision") within 12 months of the annexation at no cost, levy or assessment to such properties or the property owners; and,
 - b. The execution of a written agreement between SID No. 4 and the City of Fremont for annexation of SID No. 4 to include specific provisions for the utilization of all remaining SID No. 4 funds for the lawful benefit of properties located within Roadway Subdivision as platted and recorded in Dodge County, Nebraska ("Roadway Subdivision") as illustrated, but not limited to, uses set forth on Exhibit "A" or other public purpose as approved by the majority in square footage of property owners located in Roadway Subdivision or by an association formed by the Roadway Subdivision property owners for the purpose of directing the lawful usage of such funds; and,

WHEREFORE, Petitioner requests these bodies to take the appropriate steps to annex SID No. 4.

SANITARY AND IMPROVEMENT DISTRICT NO. 4
OF DODGE COUNTY, NEBRASKA

By *Brenda K. Doernemann, Clerk* 5-4-16
Brenda K. Doernemann, Clerk (Date)

By *Ronald G. Vlach* 5-4-16
Ronald G. Vlach, Chairman (Date)

**NON-EXCLUSIVE USE OF ESCROWED SID FUNDS
FOR THE BENEFIT OF ROADWAY SUBDIVISION
AS PLATTED AND RECORDED IN DODGE COUNTY, NEBRASKA**

- a. To pay connection fees and extend water service to stop boxes on each platted Roadway Subdivision property that is annexed by the City.
- b. Prepare and improvement of streets in Roadway Subdivision.
- c. Installation of street lighting.
- d. Drainage maintenance, repair and improvements.
- e. Repair of former SID No. 4 improvements.
- f. Construction and maintenance of entrance signage.
- g. Entrance beautification and landscaping.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF FREMONT, NEBRASKA, CONDITIONALLY ANNEXING BY VOLUNTARY PETITION APPROXIMATELY 57.3 ACRES, MORE FULLY DESCRIBED HEREIN, AND EXTENDING THE CORPORATE LIMITS TO INCLUDE SAID REAL ESTATE; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, voluntary petitions for conditional annexation were timely filed with the offices of the Department of Planning, City of Fremont (City); and

WHEREAS, the City has determined that the subject property is contiguous with the corporate limits, and is urban or suburban in character and not rural in character; and

WHEREAS, the City has determined that it is able to provide certain essential services, such as utilities, police and fire protection, for the subject property so that the inhabitants of said territory shall receive substantially the same services as other inhabitants of the City; and

WHEREAS, a public hearing on the proposed annexation was held by the Planning Commission on June 20, 2016, at which time the Commission unanimously recommended in favor of the proposed annexation; and

WHEREAS, the City has determined that it is in compliance with pertinent annexation requirements of *Neb. Rev. Stat.* §§ 16-117 and 31-781 through 31-786;

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

SECTION 1: CONDITIONAL ANNEXATION. That the following described real estate, contiguous and adjacent to the City of Fremont, Nebraska, urban or suburban in character and not rural in character, receiving material benefits and advantages from annexation to said City, to-wit:

ALL OF ROADWAY SUBDIVISION, DODGE COUNTY, NEBRASKA

shall without further action by the City of Fremont, Nebraska be included within the boundaries and territory of the City of Fremont, Nebraska and shall be included within the corporate limits of said City and become a part of said City for all purposes whatsoever, and the inhabitants of such addition shall be entitled to all the rights and privileges and be subject to all the laws, ordinances, rules and regulations of said City; upon the satisfaction of the following condition subsequent:

The closing of the sale of the Hills Farm, Inc. land identified as Dodge County Assessor Parcel Numbers 270103523, 270136299, 270108703, 270102816, 270108640, 270139045 and 270139044 (all lying within Sections 25 and 26 T17N R8E, Dodge County, Nebraska) to Costco Wholesale Corporation or a wholly owned affiliate thereof by no later than February 28, 2017, failing which the annexation of the property shall not become effective and shall be deemed to be null and void without further action by the City of Fremont, Nebraska, provided that this condition may be waived in writing by SID 4 of Dodge County, Nebraska and any owner of property in Roadway Subdivision as currently platted and recorded in Dodge County, Nebraska.

SECTION 2. REPEALER. All ordinances made in conflict with this Ordinance are 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 full force fifteen days after its passage, approval, and publication as required by law.

PASSED AND APPROVED THIS THE _____ 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: June 17, 2016
SUBJECT: Voluntary Annexation Petition – Hills Farm

Recommendation:
Hold second reading.

Background: A Voluntary Annexation Petition has been received by Hills Farm, Inc., requesting annexation of approximately 417.1 acres (423.1 acres measured) into the corporate limits.

According to Nebraska Revised Statutes § 19-929, “The municipal governing body shall not take final action on matters relating to the comprehensive development plan, capital improvements, building codes, subdivision development, the annexation of territory, or zoning until it has received the recommendation of the planning commission if such commission in fact has been created and is existent.”

The subject property is not identified in the Comprehensive Plan as a preferred or secondary area of future annexation and growth. However, as it pertains to unidentified annexation, according to the City’s Comprehensive Plan:

The areas not identified for annexation are those that, at this time, are expected to occur beyond the horizon of this plan and which warrant evaluation upon the five-year update of this plan. Given the uncertainties of development though, these areas may be subject to annexation and development in which case the following principles may be used to guide the decision:

- The decision to extend infrastructure and provide municipal services will include, among others, the location of the proposed development relative to existing development and the proximity to existing utilities and adequate road infrastructure. *[development plans are being considered for the subject property including the extension of municipal services; the subject property is currently served by E Cloverly Rd., S Platte Ave., S Yager Rd., and S Downing St.]*
- The existing infrastructure systems have adequate capacities to accept and sustain the demands of the

proposed development without an inordinate requirement for capital investment on behalf of the City. *[the subject property is currently vacant/undeveloped and is generally considered as being served by existing infrastructure; development plans are being considered for the subject property and will require a traffic impact analysis to determine what improvements, if any, will need to be made]*

- The subject development will not disrupt an orderly and fiscally responsible progression of growth and development. *[pending completion of annexation of the Roadway Subdivision to the north, the subject property will be considered continuous or adjacent to corporate limits and constitutes orderly and fiscally responsible progression of growth and development to the south and east]*

RECEIVED
MAY 20 2016
BY: *Tyler R. Johnson*

Planning Department
400 E. Military Ave.
Fremont, NE 68025
Phone: (402) 727-2636
Fax: (402) 727-2659
Web: www.fremontne.gov

PETITION

TO, the City Council of the City of Fremont, Nebraska ("City")

COMES NOW, Hills Farm, Inc., owner, or duly authorized officer or agent of the owner, of the following described real estate ("Petitioner"), to wit:

(see metes and bounds description and exhibits attached hereto and incorporated herein for all purposes)

and respectfully requesting that the above described property be annexed into the City, and would respectfully show as follows:

1. That the above described property is within the extraterritorial jurisdiction of the City, and is adjacent to the present corporate limits of the City; and
2. That in order to protect the inhabitants of such property and to promote the orderly development of such property, such property should be annexed into the City, and by the execution hereof, the undersigned petitions the City Council to annex such property into the corporate limits of the City.

WHEREFORE, PREMISES CONSIDERED, Petitioner requests these bodies to take the appropriate steps to annex this property.

Theodore R. Johnson

(Signature)

5.20.16

(Date)

HILLS FARM, INC.
c/o Pathfinder Company
Farm Management & Real Estate Services
1416 E. 23rd Street
Fremont, NE 68025

May 17, 2016

City of Fremont
Planning & Development Department
400 E. Military Avenue
Fremont, NE 68025

**RE: Hills Farm, Inc. Authorization of Costco Wholesale as Annexation and
Change of Zone Applicant**

To Whom It May Concern:

This will confirm that Costco Wholesale Corporation ("Costco"), through its employees, architects, engineers, and consultants, is authorized by Hills Farm, Inc. to execute, submit, process, and act as Hills Farm's agent in connection with all applications to the City of Fremont pertaining to the annexation, change of zoning classification, or other change in the designation of the use of our approximately 417 acres of land in Dodge County described as follows (the "Hills Farm Property"):

All of the real estate owned by Hills Farm, Inc. located in Section 25, Section 26 and Section 36 of Township 17 North, Range 8 East of the 6th P.M. in Dodge County, Nebraska, except Lot 1R, Block 1, South Fremont, a Subdivision in Section 26, Township 17 North, Range 8 East of the 6th P.M., Dodge County, Nebraska.

Provided, however, that in no event shall any governmental approval for annexation, change of zone, or other change in the designation of the use of the Hills Farm Property become effective unless and until Costco becomes the owner of the Hills Farm Property.

Sincerely,

HILLS FARM, INC.



Fred W. Culp
President



May 18, 2016

Mr. Troy Anderson
Director of Planning
City of Fremont
400 E Military Avenue
Fremont, NE 68025

RE: Costco Wholesale / Hills Farm

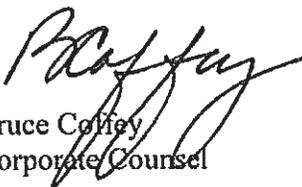
Dear Mr. Anderson:

This will confirm that Theodore R. Johnson of the firm TJ Design Strategies, Ltd. is authorized by Costco Wholesale Corporation to submit, process and act as our agent in connection with all applications to the City of Fremont as it relates to the Hills Farm annexation and rezoning.

Please do not hesitate to call me at (425) 313-6549 should you have any questions or require further information.

Sincerely,

Costco Wholesale Corporation



Bruce Colfey
Corporate Counsel

cc: T. Johnson

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF FREMONT, NEBRASKA, CONDITIONALLY ANNEXING BY VOLUNTARY PETITION APPROXIMATELY 417.1 ACRES, MORE FULLY DESCRIBED HEREIN, AND EXTENDING THE CORPORATE LIMITS TO INCLUDE SAID REAL ESTATE; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, a voluntary petition for conditional annexation was timely filed with the offices of the Department of Planning, City of Fremont (City); and

WHEREAS, the City has determined that the subject property is contiguous with the corporate limits, and is urban or suburban in character and not rural in character; and

WHEREAS, the City has determined that it is able to provide certain essential services, such as utilities, police and fire protection, for the subject property so that the inhabitants of said territory shall receive substantially the same services as other inhabitants of the City; and

WHEREAS, a public hearing on the proposed annexation was held by the Planning Commission on June 20, 2016, at which time the Commission unanimously recommended in favor of the proposed annexation; and

WHEREAS, the City has determined that it is in compliance with pertinent annexation requirements of Neb. Rev. Stat. § 16-117;

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

SECTION 1: CONDITIONAL ANNEXATION. That the following described real estate, contiguous and adjacent to the City of Fremont, Nebraska, urban or suburban in character and not rural in character, receiving material benefits and advantages from annexation to said City, to-wit:

A TRACT OF LAND TO BE ANNEXED INTO THE CITY OF FREMONT, LOCATED IN PART OF NORTHEAST AND NORTHWEST QUARTERS OF SECTION 26, TOWNSHIP 17 NORTH, RANGE 8 EAST OF THE 6TH P.M., DODGE COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 17 NORTH, RANGE 8 EAST, DODGE COUNTY, NEBRASKA, THENCE EASTERLY ON AN ASSUMED BEARING OF N87°43'50"E ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF SECTION 26, 1130.95 FEET TO A POINT ON THE APPROXIMATE WESTERLY RAILROAD RIGHT-OF-WAY LINE; THENCE S05°07'33"E ON SAID WESTERLY RAILROAD RIGHT-OF-WAY LINE, 1178.00 FEET TO A POINT INTERSECTING THE NORTHERLY RIGHT-OF-WAY LINE OF HILLS FARM ROAD; THENCE N59°05'58"W ON SAID NORTHERLY RIGHT-OF-WAY LINE; 697.41 FEET; THENCE CONTINUING N86°26'21"W, ON SAID NORTHERLY RIGHT-OF-WAY LINE, 1931.80 FEET; THENCE N02°10'38"W, 1162.85 FEET TO THE NORTHWEST CORNER OF LOT 6, EAST INGLEWOOD SUBDIVISION, A PLATTED AND RECORDED

SUBDIVISION IN DODGE COUNTY; THENCE N87°42'03"E ON THE NORTH LINE OF SAID LOT 6, 545.50 FEET TO THE NORTHEAST CORNER OF SAID LOT 6; THENCE N02°06'54"W ON THE EAST LINE OF LOT 5, SAID EAST INGLEWOOD SUBDIVISION, 283.94 FEET TO A POINT ON THE EAST LINE OF LOT 4, SAID EAST INGLEWOOD SUBDIVISION; THENCE N88°10'00"E, 772.03 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE S01°58'55"E ON SAID WEST LINE OF THE NORTHEAST QUARTER, 842.47 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS A CALCULATED AREA OF 2,839,313.53 SQ. FT. OR 65.18 ACRES MORE OR LESS.

AND, A TRACT OF LAND TO BE ANNEXED INTO THE CITY OF FREMONT, LOCATED IN PART OF SOUTHEAST QUARTER OF THE NORTHEAST QUARTER, AND PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 26, AND PART OF THE SOUTH HALF OF THE NORTHWEST QUARTER AND PART OF THE SOUTHWEST QUARTER AND PART OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 25, AND PART OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 17 NORTH, RANGE 8 EAST OF THE 6TH P.M., DODGE COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 26; THENCE NORTHEASTERLY ON THE NORTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER ON AN ASSUMED BEARING OF N87°52'30"E, 33.00 FEET TO THE POINT OF BEGINNING; THENCE S58°58'04"E, 191.84 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF EAST CLOVERLY ROAD; THENCE N88°05'46"E ON SAID SOUTHERLY RIGHT-OF-WAY LINE OF EAST CLOVERLY ROAD, 1425.78 FEET TO A POINT OF CURVATURE; THENCE ON A 1308.22 FOOT RADIUS CURVE TO THE RIGHT ON SAID SOUTHERLY RIGHT-OF-WAY LINE OF EAST CLOVERLY ROAD, AN ARC LENGTH OF 1030.78 FEET (LONG CHORD BEARS S69°21'38"E, 1004.32 FEET); THENCE S46°47'16"E ON SAID SOUTHERLY RIGHT-OF-WAY LINE OF EAST CLOVERLY ROAD, 1238.40 FEET TO A POINT OF CURVATURE; THENCE ON A 260.00 FOOT RADIUS CURVE TO THE LEFT ON SAID SOUTHERLY RIGHT-OF-WAY LINE OF EAST CLOVERLY ROAD, AN ARC LENGTH OF 145.89 FEET (LONG CHORD BEARS S62°49'54"E, 143.98 FEET); THENCE S43°15'11"W, 507.62 FEET; THENCE S02°10'141"E, 149.93 FEET; THENCE S87°49'55"E, 729.97 FEET; THENCE N02°07'45"W, 189.94 FEET; THENCE N02°07'45"W, 256.01 FEET TO A POINT ON THE APPROXIMATE SOUTHWESTERLY RAILROAD RIGHT-OF-WAY LINE; THENCE S46°46'20"E ON SAID SOUTHWESTERLY RAILROAD RIGHT-OF-WAY LINE, 1911.83 FEET TO A POINT ON THE EAST LINE OF SAID WEST HALF OF THE SOUTHEAST QUARTER; THENCE S02°14'28"E ON SAID EAST LINE OF THE WEST HALF, 1107.05 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER; THENCE S02°12'31"E ON THE EAST LINE OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 36, 1356.15 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE

OF HILLS FARM ROAD; THENCE N70°35'17"W ON SAID NORTHERLY RIGHT-OF-WAY LINE OF HILLS FARM ROAD, 1410.04 FEET; THENCE N02°14'36"W, 711.27 FEET; THENCE N71°00'17"W, 375.56 FEET TO A POINT ON THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 25; THENCE CONTINUING N71°00'17"W, 825.89 FEET; THENCE N70°58'58"W, 290.07 FEET; THENCE N62°51'54"W, 488.40 FEET; THENCE S01°12'50"E, 631.29 FEET TO A POINT ON SAID SOUTH LINE OF THE SOUTHWEST QUARTER; THENCE N58°57'36"W ON THE NORTHERLY RIGHT-OF-WAY LINE OF HILLS FARM ROAD, 984.75 FEET TO A POINT INTERSECTING THE NORTHERLY RIGHT-OF-WAY LINE OF HILLS FARM ROAD AND THE WEST RIGHT-OF-WAY LINE OF YAGER ROAD; THENCE N02°09'03"W ON SAID WEST RIGHT-OF-WAY LINE OF YAGER ROAD, 306.92 FEET TO THE NORTHEAST CORNER OF LOT 1R, REPLAT OF BLOCK 1 SOUTH FREMONT; THENCE S87°49'05"W ON THE NORTH LINE OF SAID LOT 1R, 226.99 FEET TO THE NORTHWEST CORNER OF SAID LOT 1R; THENCE S02°11'37"E ON THE WEST LINE OF SAID LOT 1R, 161.11 FEET TO A POINT ON SAID NORTHERLY RIGHT-OF-WAY LINE OF HILLS FARM ROAD; THENCE N59°08'09"W ON SAID NORTHERLY RIGHT-OF-WAY LINE OF HILLS FARM ROAD, 1231.92 FEET TO A POINT INTERSECTING SAID NORTHERLY RIGHT-OF-WAY LINE OF HILLS FARM ROAD AND THE EAST RIGHT-OF-WAY LINE OF SOUTH PLATTE AVENUE; THENCE N02°07'30"W ON SAID EAST RIGHT-OF-WAY LINE OF SOUTH PLATTE AVENUE, 2604.69 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS A CALCULATED AREA OF 15,119,539.82 SQ. FT. OR 347.10 ACRES MORE OR LESS.

shall without further action by the City of Fremont, Nebraska be included within the boundaries and territory of the City of Fremont, Nebraska and shall be included within the corporate limits of said City and become a part of said City for all purposes whatsoever, and the inhabitants of such addition shall be entitled to all the rights and privileges and be subject to all the laws, ordinances, rules and regulations of said City upon the satisfaction of the following conditions subsequent:

- (a) The closing of the sale of the property described above by Hills Farm, Inc. to Costco Wholesale Corporation or a wholly owned affiliate thereof by no later than February 28, 2017, failing which the annexation of the property shall not become effective and shall be deemed to be null and void without further action by the City of Fremont, provided that this condition may be waived in writing by Hills Farm, Inc.; and
- (b) The annexation and merger of SID 4 of Dodge County, Nebraska as approved by Ordinance No. 2016-_____ by the City Council of the City of Fremont, Nebraska on _____, 2016.

SECTION 2: REPEALER. All ordinances made in conflict with this Ordinance are 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 full force fifteen days after its passage, approval, and publication as required by law.

APPROVED AND PASSED THIS THE ____ 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: June 17, 2016
SUBJECT: Zoning Change – 2200 S Downing St.

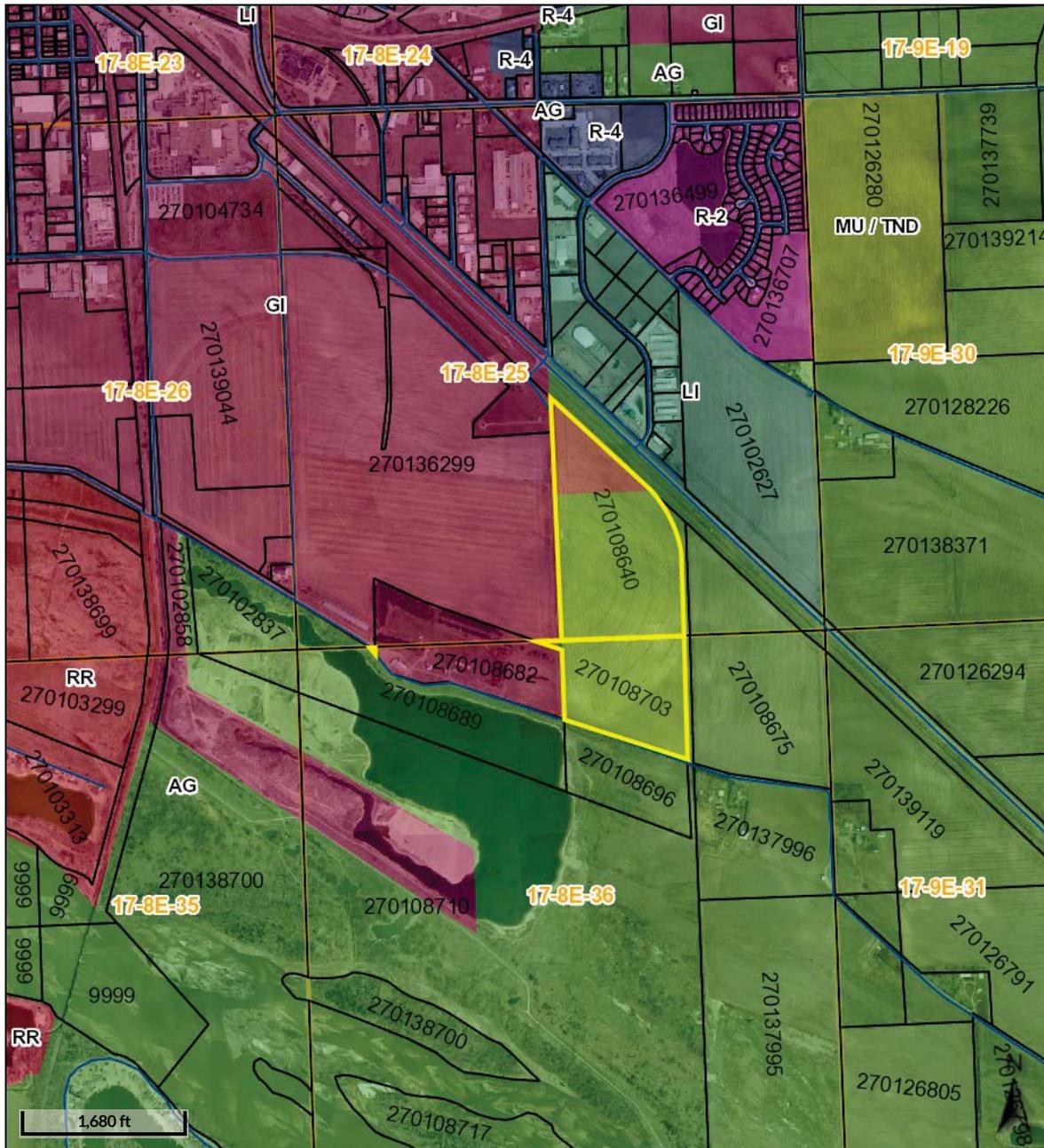
Recommendation:
Hold second reading.

Background: The agent for the owner of approximately 83.3 acres located at 2200 S Downing St., TJ Design Strategies, on behalf of Costco Wholesale Corporation, is requesting approval of a zoning change from AG Agricultural to GI General Industrial. The reason for the request is to further development plans of the subject property.

The subject property is located along the east side of S Downing St. between Union Pacific railroad right-of-way to the north and Hills Farm Rd. to the south. Properties to the north, opposite the Union Pacific railroad right-of-way, Old Highway 275, and Proctor Rd., is zoned LI Limited Industrial and are listed as commercial uses by the Dodge County Assessor; property immediately east of the subject property is zoned AG Agricultural and is listed as agricultural, property to the south, opposite Hills Farm Rd. is zoned AG Agricultural, and is listed as agricultural; properties to the west are zoned AG Agricultural and GI General Industrial and are listed as residential and agricultural, respectively. The subject property is currently vacant/undeveloped and is listed as agricultural.

The Future Land Use Plan identifies the subject property as Industrial. General Industrial would therefore be consistent with the City's Comprehensive Plan for Future Land Use and Character.

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: 6/17/2016

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 2200 S DOWNING STREET, FREMONT, NEBRASKA, FROM AG AGRICULTURAL TO GI GENERAL 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 zoned AG Agricultural and adjoins property owned by the same party that is zoned GI General Industrial; and

WHEREAS, the owner desires zoning district designation of GI General Industrial upon satisfaction of the conditions set forth below; and

WHEREAS, a public hearing on the proposed Zoning Change was held by the Planning Commission on June 20, 2016, and subsequently by the City Council on June 21, 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. CONDITIONAL 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 GI General Industrial:

TAX LOTS 22, 23, AND 24, LOCATED IN SECTION 36, TOWNSHIP 17 NORTH, RANGE 8 EAST OF THE 6TH P.M., DODGE COUNTY, NEBRASKA; AND

TAX LOT 44, LOCATED IN LOCATED IN SECTION 25, TOWNSHIP 17 NORTH, RANGE 8 EAST OF THE 6TH P.M., DODGE COUNTY, NEBRASKA

upon the satisfaction of the following condition subsequent:

The closing on the sale of the property described above by Hills Farm, Inc. to Costco Wholesale Corporation or a wholly owned affiliate thereof by no later than February 28, 2017, failing which the rezoning of the property described herein shall not become effective and shall be deemed to be null and void without further action by the City of Fremont, provided that this condition may be waived in writing by Hills Farm, Inc.

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 full force fifteen days after its passage, approval, and publication as required by law.

PASSED AND APPROVED THIS THE _____ DAY OF _____, 2016.

Scott Getzschman, Mayor

ATTEST:

Tyler Ficken, City Clerk