



COMMUNITY DEVELOPMENT AGENCY

July 12, 2016

**Christensen Field Multi-Purpose Building, 1710 W. 16th St., Fremont,
REGULAR MEETING – 7:00 P.M.**

AGENDA

1. Meeting called to order
2. Roll call
3. Public Hearing and Resolution for blighted and substandard declaration of properties described as approximately 992 acres located in part of Sections 23, 25, 26, and 36, all in Township 17 North, Range 8 East of the 6th P.M., Dodge County, Nebraska (staff report)
4. Adjournment

CITY COUNCIL MEETING

July 12, 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 AND RELATED ACTION:

4. Public Hearing and Resolution for blighted and substandard declaration of properties described as approximately 992 acres located in part of Sections 23, 25, 26, and 36, all in Township 17 North, Range 8 East of the 6th P.M., Dodge County, Nebraska (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 28, 2016 minutes and June 21, 2016 minutes
6. Approval of Cement/Asphalt/Excavation worker application as presented subject to fulfillment of all licensing requirements (Rayme Fauss, Fauss Construction Inc.)(staff report)
7. Resolution to award proposal for two factor authentication to 2FA (staff report)

8. Resolution to allow consumption of alcohol on City property (Fremont Area Chamber of Commerce, Erika Delasancha, Taylor Ruzicka, Sportsman Shoot) (staff report)
9. Resolution to approve special designated liquor license, Merry Martini Lounge (staff report)
10. Move to receive Report of the Treasury (staff report)
11. Approval of June 29 through July 12, 2016 claims and authorize checks to be drawn on the proper accounts. (staff report)
12. Approve release of promissory note for CDBG loan outstanding from Tom & Chris Rump and replace with promissory note from Fremont Area Arts Association pending sale of building (staff report)
13. Resolution to award proposal for Engineering Services for Upgrade of Substation B to accommodate the Elkhorn River Valley Electric Transmission Line to HDR, Inc. (staff report)
14. Resignation of City Engineer and Appointment of Interim City Engineer (staff report)
15. Approve acknowledgement of the Tort Claim filed by Jake Hartmann (staff report)
16. Approve acknowledgement of the Tort Claim filed by Dawn McDuffee (staff report)
17. Approve acknowledgement of the Tort Claim filed by Daniel Soukup (staff report)

REGULAR AGENDA: requires individual associated action

18. Final reading of Ordinance to amend Subdivision Ordinance related to providing for drainage of subdivision lots (staff report)
19. Second Reading of 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)
20. Approve recommendation of IMA to enter into a 3 year agreement with Blue Cross Blue Shield of Nebraska for the City of Fremont's Medical, Dental, Prescription Drug Plans, and with Blue Cross's recommended vendor for COBRA and Flex Administration (staff report)
21. Consideration of keno satellite application of Whis's End Zone Lounge 843 & 845 South Broad Street, Fremont, NE 68025 (staff report)
22. Consideration of contract for Dodge County Humane Society Contract for animal control services (staff report)
23. Adjournment

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

Staff Report

TO: Mayor and Community Development Agency
FROM: Troy Anderson, Director of Planning
DATE: July 8, 2016
SUBJECT: Blighted and Substandard Declaration – 992 Acres

Recommendation: move to approve the resolution.

Background: On May 27, 2016, a Blight and Substandard Study (Study) was received by JEO Consulting Group, Inc., for review and consideration of a blighted and substandard declaration for approximately 992 acres located south of the Chicago and Northwestern Railroad and east of South Broad Street. The reason for the study is to examine and evidence the condition of the study area, to determine whether the area meets the statutory requirements for designation as blighted and substandard, and recommend preparation of a redevelopment plan to provide financial incentives for development.

According to Nebraska Community Development Law (Neb. Rev. Stat. § 18-2101 to 18-2144), cities of the first class may create a Community Development Agency (CDA), the authority of which may respond to, “areas which have deteriorated and become substandard and blighted because of the unsafe, insanitary, inadequate, or overcrowded condition of the dwellings therein, or because of inadequate planning of the area, or excessive land coverage by the buildings thereon, or the lack of proper light and air and open space, or because of the defective design and arrangement of the buildings thereon, or faulty street or lot layout, or congested traffic conditions, or economically or socially undesirable land uses.” (Op. cit. § 18-2102) In response to such conditions, the CDA, and subsequently the governing body of a municipality, “shall afford maximum opportunity... to the rehabilitation or redevelopment of the community redevelopment area by private enterprises... including the formulation of a workable program, the approval of community redevelopment plans... the exercise of its zoning powers, the enforcement of other laws, codes, and regulations, relating to the use of land and the use and occupancy of buildings and improvements, the disposition of any property acquired, and the providing of necessary public improvements.” (Op. cit. § 18-2104)

The Study, attached hereto and incorporated herein, has examined the designated study area and has found the area to be blighted and substandard, including but not limited to:

- A Substantial Number of Deteriorated or Deteriorating Structures
- Defective or Inadequate Street Layout

- Faulty Lot Layout in Relation to Size, Adequacy, Accessibility, or Usefulness
- Unsanitary or Unsafe Conditions
- Deterioration of Site or Other Improvements
- Diversity of Ownership
- Improper Subdivision or Obsolete Platting
- The Existence of Conditions Which Endanger Life or Property
- Dilapidation or Deterioration
- Age or Obsolescence

Based on their findings, JEO Consulting Group, Inc., is recommending that a proposed blight area be declared “Blighted and Substandard,” as provided for in Nebraska Community Development Law, and that a redevelopment plan be prepared, making the area available for redevelopment activities.

By a vote of 6-0, the Planning Commission recommended approval of the Blighted and Substandard Declaration at a special meeting June 27, 2016.

Fiscal Impact: N/A

2016

Blight and Substandard Study City of Fremont, Nebraska



*JEO Consulting Group, Inc.
Project No. 160710.04*

Adopted _____, 2016

Resolution No. _____

Introduction

Background

In 1975, the Nebraska Unicameral enacted legislation in response to the existence of areas in cities and villages that had become deteriorated and substandard for a variety of reasons. These areas were considered harmful to the social and economic well-being of the entire community in which they existed. Conditions in such areas were considered beyond the remedy and control of the normal regulatory process or impossible to reverse through the ordinary operations of private enterprise. The Community Development Law, as it is known, enables cities and villages to take steps to eliminate blight through the acquisition, clearance, and disposition of property for redevelopment or through the conservation and rehabilitation of property.

Prior to enactment of the legislation, Nebraska communities were unable to carry out redevelopment programs involving assembly of land for conveyance to private developers without the creation of an urban renewal authority approved by the voters of a municipality. The Nebraska Community Development Law (Neb. Rev. Stat. § 18-2101 to 18-2144) permits cities of all classes and villages to establish Community Redevelopment Authorities (CDAs) by ordinance. Such authority empowers CDAs to undertake broad urban renewal and municipal growth opportunities through a variety of mechanisms. This law, with subsequent amendments, has been the cornerstone of redevelopment and community development activities in Nebraska.

This Fremont Blight and Substandard Study examines existing conditions of land-use, buildings, and structures within the Designated Study Area in the City of Fremont to determine its eligibility for redevelopment activities. The area for this analysis is the Designated Study Area which is an area generally described as an industrial area south of the existing Fremont Corporate Limits. A number of potential opportunities for redevelopment exist throughout the Proposed Study Area that would allow for the City of Fremont to overcome blighted and substandard conditions. When evaluating blight and substandard conditions, the City of Fremont must adhere to Nebraska Community Development Law, as provided for in the Nebraska Revised Statutes.

Nebraska Revised State Statutes

Nebraska's Community Development Law (Neb Rev Stat §§18-2101 to 18-2154) provides guidelines under which municipalities may address concerns and develop strategies for the rehabilitation and redevelopment of deteriorating areas, as well as the prevention and elimination of substandard and blighted areas. The Legislature has declared, in pertinent part:

It is hereby found and declared that there exist in cities of all classes and villages of this state areas which have deteriorated and become substandard and blighted because of the unsafe, insanitary, inadequate, or overcrowded condition of the dwellings therein, or because of inadequate planning of the area, or excessive land coverage by the buildings thereon, or the lack of proper light and air and open space, or because of the defective design and arrangement of the buildings thereon, or faulty street or lot layout, or congested traffic conditions, or economically or socially undesirable land uses...These conditions are beyond remedy and control solely by regulatory process in the exercise of the police power and cannot be dealt with effectively by the ordinary operations of private enterprise without the aids herein provided...It is further found and declared that the prevention and elimination of blight is a matter of state policy, public interest, and statewide concern and within the powers and authority inhering in and reserved to the state, in order that the state and its municipalities shall not continue to be endangered by areas which are focal centers of disease, promote juvenile delinquency, and consume an excessive proportion of their revenue. §18-2102

Consistent with these findings, municipalities have been granted the power to address deterioration, substandard conditions, and blight through any of a number of means, including “the formulation of a workable program, the approval of community redevelopment plans consistent with the general plan for the development of the city, the exercise of its zoning powers, the enforcement of other laws, codes, and regulations, relating to the use

of land and the use and occupancy of buildings and improvements, the disposition of any property acquired, and the providing of necessary public improvements.” Neb. Rev. Stat. §18-2104.

Nebraska Revised Statutes §18-2104 enables a municipality to declare that blight and substandard conditions exist. The statute reads,

The governing body of a city, to the greatest extent it deems to be feasible in carrying out the provisions of sections 18-2101 to 18-2144, shall afford maximum opportunity, consistent with sound needs of the city as a whole, to the rehabilitation or redevelopment of the community redevelopment area by private enterprises. The governing body of a city shall give consideration to this objective in exercising its powers under sections 18-2101 to 18-2144, including the formulation of a workable program, the approval of community redevelopment plans consistent with the general plan for the development of the city, the exercise of its zoning powers, the enforcement of other laws, codes, and regulations relating to the use and occupancy of buildings and improvements, the disposition of any property acquired, and providing of necessary public improvements. §18-2101

The process of improving an area begins with the creation of a municipality-wide workable program for utilizing appropriate private and public resources to address the specific conditions to be improved. Such workable programs may include “provision for the prevention of the spread of blight into areas of the municipality which are free from blight through diligent enforcement of housing, zoning, and occupancy controls and standards; the rehabilitation or conservation of substandard and blighted areas or portions thereof by re-planning, removing congestion, providing parks, playgrounds, and other public improvements by encouraging voluntary rehabilitation and by compelling the repair and rehabilitation of deteriorated or deteriorating structures; and the clearance and redevelopment of substandard and blighted areas or portions thereof.” Neb. Rev. Stat. §18-2105.

The statutes provide a means for the governing body of a municipality to address and develop strategies for rehabilitation and redevelopment of the community. Nebraska Revised Statutes §18-2105 also grants authority to the governing body to formulate a redevelopment program. The statute reads,

The governing body of a city or an authority at its direction for the purposes of sections 18-2101 to 18-2144 may formulate for the entire municipality a workable program for utilizing appropriate private and public resources to eliminate or prevent the development or spread of urban blight, to encourage needed urban rehabilitation, to provide for the redevelopment of substandard and blighted areas, or to undertake such of the aforesaid activities or other feasible municipal activities as may be suitably employed to achieve the objectives of such workable program. Such workable program may include, without limitation, provision for the prevention of the spread of blight into areas of the municipality which are free from blight through diligent enforcement of housing, zoning and occupancy controls and standards; the rehabilitation or conservation of substandard or blighted areas or portions thereof by replanning, removing congestion, providing parks, playgrounds, and other public improvements by encouraging voluntary rehabilitation and by compelling the repair and rehabilitation of deteriorated or deteriorating structures; and the clearance and redevelopment of substandard and blighted areas or portions thereof. §18-2105

The main substance of a workable program is an adopted general redevelopment plan for a defined area, as well as the subsequent individual redevelopment projects that identify specific projects within a redevelopment area. Prior to adoption of a general redevelopment plan, a municipality must have an adopted comprehensive plan (§18-2110), and shall have declared the redevelopment area to be a substandard and blighted area in need of redevelopment (§18-2109).

The important community development terms are defined in Nebraska Revised Statutes §18-2103, several of which are shown below (organization and emphasis added):

Substandard area means an area in which there is a predominance of buildings or improvements, whether nonresidential or residential in character, which, by reason of dilapidation, deterioration, age or obsolescence, inadequate provision for ventilation, light, air, sanitation, or open spaces, high density of population and overcrowding, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, and crime, (which cannot be remedied through construction of prisons), and is detrimental to the public health, safety, morals, or welfare;

Blighted area means an area, which

(a) by reason of the presence of a substantial number of deteriorated or deteriorating structures, existence of defective or inadequate street layout, faulty lot layout in relation to size, adequacy, accessibility, or usefulness, insanitary or unsafe conditions, deterioration of site or other improvements, diversity of ownership, tax or special assessment delinquency exceeding the fair value of the land, defective or unusual conditions of title, improper subdivision or obsolete platting, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, substantially impairs or arrests the sound growth of the community, retards the provision of housing accommodations, or constitutes an economic or social liability and is detrimental to the public health, safety, morals, or welfare in its present condition and use; and,

(b) in which there is at least one of the following conditions:

(i) Unemployment in the designated area is at least one hundred twenty percent of the state or national average;

(ii) the average age of the residential or commercial units in the area is at least forty years;

(iii) more than half of the plotted and subdivided property in an area is unimproved land that has been within the city for forty years and has remained unimproved during that time;

(iv) the per capita income of the area is lower than the average per capita income of the city or village in which the area is designated; or

(v) the area has had either stable or decreasing population based on the last two decennial censuses.

In no event shall a city of the metropolitan, primary, or first class designate more than thirty-five percent of the city as blighted, a city of the second class shall not designate an area larger than fifty percent of the city as blighted, and a village shall not designate an area larger than one hundred percent of the village as blighted;

Redevelopment project means any work or undertaking in one or more community redevelopment areas:

(a) To acquire substandard and blighted areas or portions thereof, including lands, structures, or improvements the acquisition of which is necessary or incidental to the proper clearance, development, or redevelopment of such substandard and blighted areas;

(b) to clear any such areas by demolition or removal of existing buildings, structures, streets, utilities, or other improvements thereon and to install, construct, or reconstruct streets, utilities, parks, playgrounds, public spaces, public parking facilities, sidewalks or moving sidewalks, convention and civic centers, bus stop shelters, lighting, benches or other similar furniture, trash receptacles, shelters, skywalks and pedestrian and vehicular overpasses and underpasses, and any other necessary public improvements essential to the preparation of sites for uses in accordance with a redevelopment plan;

(c) to sell, lease, or otherwise make available land in such areas for residential, recreational, commercial, industrial, or other uses, including parking or other facilities functionally related or subordinate to such uses, or for public use or to retain such land for public use, in accordance with a redevelopment plan; and may also include the preparation of the redevelopment plan, the planning, survey, and other work incident to a redevelopment project and the preparation of all plans and arrangements for carrying out a redevelopment project;

(d) to dispose of all real and personal property or any interest in such property, or assets, cash, or other funds held or used in connection with residential, recreational, commercial, industrial, or other uses, including parking or other facilities functionally related or subordinate to such uses, or any public use specified in a redevelopment plan or project, except that such disposition shall be at its fair value for uses in accordance with the redevelopment plan;

(e) to acquire real property in a community redevelopment area which, under the redevelopment plan, is to be repaired or rehabilitated for dwelling use or related facilities, repair or rehabilitate the structures, and resell the property; and

(f) to carry out plans for a program of voluntary or compulsory repair and rehabilitation of buildings or other improvements in accordance with the redevelopment plan;

Redevelopment plan means a plan, as it exists from time to time for one or more community redevelopment areas, or for a redevelopment project, which

(a) conforms to the general plan for the municipality as a whole and

(b) is sufficiently complete to indicate such land acquisition, demolition and removal of structures, redevelopment, improvements, and rehabilitation as may be proposed to be carried out in the community redevelopment area, zoning and planning changes, if any, land uses, maximum densities, and building requirements.

Purpose of the Study

This Fremont Blight and Substandard Study for the Designated Study Area is intended to give the Community Development Agency (CDA) the basis for determining the existence of blight and substandard conditions within the delineated Study Area. Through this process, the CDA may employ and exercise the power authorized in Nebraska Community Development Law to eliminate economic and/or social concerns which are detrimental to the future public health, safety, morals, and general welfare of the entire community as well as the surrounding region.

The findings of this Blight and Substandard Study will guide the structure of the Redevelopment Plan for the community concerning the Proposed Blight Area. The area evaluated for blight and substandard conditions is graphically displayed in **Figure 1**, found on **Page 10**. For purposes of this analysis, the Designated Study Area is generally described as 992 acres of land south of the city's existing corporate limits. This Study examines existing land-uses, platting, structures, hazards, and the infrastructure systems to determine whether the area meets the statutory requirements for designation as a Blight and Substandard Area, enabling the CDA to stimulate and manage development and redevelopment efforts. The City of Fremont, when evaluating blight and substandard conditions, must closely adhere to the provisions set forth in the Nebraska Revised State Statutes.

The findings of this Study will guide the general redevelopment for the designated area upon inclusion in the city's corporate limits. The General Redevelopment Plan – the companion document to the Blight and Substandard Study - will contain local objectives regarding appropriate land uses, improved traffic circulation, economic development activities, public transportation, public utilities, and other public improvements, in accordance with the provisions of the Nebraska Community Development Law. The proposed requirements in the redevelopment area shall include without being limited to:

- The boundaries of the redevelopment project area, with a map showing the existing uses and condition of the real property therein,
- A land-use plan showing proposed uses of the area,
- Information showing the standards of population densities, land coverage, and building intensities in the area after redevelopment,
- A statement of the proposed changes, if any, in zoning ordinances or maps, street layouts, street levels or grades, or building codes and ordinances,
- A site plan of the area, and
- A statement as to the kind and number of additional public facilities or utilities which will be required to support the new land uses in the area after redevelopment.

Substandard and Blight Eligibility Analysis

Fremont Designated Study Area

The Greater Fremont Development Council selected the Designated Study Area to be a portion of property for evaluation pursuant to Neb Rev Stat §18-2101 to 18-2154. The area is comprised of primarily commercial, industrial, agricultural and residential land uses. The Designated Study Area was selected for a number of reasons, including:

1. The potential for private development and redevelopment activities within the Study Area.
2. The need for improvements in infrastructure due to specific existing conditions.
3. The economic and functional obsolescence of certain uses within the Study Area.
4. The presence of Blighted and Substandard characteristics within the Study Area.
5. The need for public intervention to stimulate the development and redevelopment of vital infrastructure systems to support these private redevelopment efforts.

Once declared substandard and blighted, the City of Fremont can stimulate and manage future development in this area by creation and use of the redevelopment plan and its statutory authority to provide financial incentives for private development.

Through the redevelopment process, the City of Fremont can guide future development in these areas of the community and provide financial incentives for development. The use of the Nebraska Community Redevelopment Law by the City is intended to improve the community and enhance the quality of life for all residents by eliminating conditions that contribute to the spread of blight and retard private reinvestment in the area due to these factors. Using the Nebraska Community Development Law, Fremont can eliminate negative factors and implement programs and/or projects identified to improve conditions, thereby removing blight and substandard conditions.

Substandard and Blight Conditions

As set forth in Section 18-2103 (10) Neb. Rev. Stat. (reissue 1997, as amended), ***substandard area*** shall mean an area in which there is a predominance of buildings or improvements, whether nonresidential or residential in character, which by reason of the following:

1. ***Dilapidation/deterioration****
Exterior inspection of buildings to note deficiencies (sound, minor, major, dilapidated)
 - Examples include structural (walls, foundation, roof), building systems (gutters, roof surface, chimney), and architectural systems (fire escapes, weatherization, steps, exterior paint, site conditions).
2. ***Age or obsolescence***
Estimate age of structures (40+ years criteria)
3. ***Inadequate provision for ventilation, light, air, sanitation, or open spaces***
Overall site conditions
 - Examples include Junk cars or debris, cluttered alleyways, antiquated infrastructure systems (overhead power lines), outdoor storage/sanitation facilities, unpaved parking/outdoor storage.
4. ***Other Substandard Conditions***
 - (a) High density of population and overcrowding (census); or
 - (b) The existence of conditions which endanger life or property by fire and other causes as unsanitary and unsafe conditions which endanger life or property by fire and other natural causes flood plain; or

- (c) Any combination of such factors is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, and crime; is detrimental to the public health, safety, morals or welfare (includes sanitation concerns, inadequate infrastructure systems (sewer, water service mains, storm sewers), poor lighting, crime statistics, flood plain area, outdoor storage, site clutter).

As set forth in the Nebraska legislation, a **blighted area** shall mean an area, which by reason of the presence of:

1. ***A substantial number of deteriorated or deteriorating structures****
Exterior inspection of buildings to note deficiencies (sound, minor, major, dilapidated)
 - Examples include structural (walls, foundation, roof), building systems (gutters, roof surface, chimney), and architectural systems (fire escapes, weatherization, steps, exterior paint, site conditions).
2. ***Existence of defective or inadequate street layout***
Condition of streets/inadequate access
 - Examples include street conditions, dead ends, railroad crossings, linear downtown, narrow alleyways, blind crossings.
3. ***Faulty lot layout in relation to size, adequacy, accessibility, or usefulness***
Conditions associated with accessibility/usefulness of the lots
 - Examples include land lock parcels, odd-shaped lots, undersized lots, lots with accessibility concerns.
4. ***Unsanitary or unsafe conditions***
Conditions which pose a threat to public health and safety
 - Examples include age and physical condition of structures, flood plain, lack of public infrastructure systems, unsanitary conditions, ventilation concerns.
5. ***Deterioration of site or other improvements***
Field observation of age and condition of public utilities, debris and inadequate public improvements
 - Examples include lack of off-street parking, storm drainage, junk cars, dilapidated structures, debris, on-site storage, congested overhead power lines.
6. ***Diversity of ownership***
The total number of unduplicated owners
 - Examples include the necessity of to acquire numerous lots is a hindrance to redevelopment. However, land assemblage of larger proportions necessary for major developments, is more economically feasible and will attract financial support, as well as public patronage required to repay such financial support. Such assemblage is difficult without public intervention.
7. ***Tax or special assessment delinquency exceeding the fair value of the land***
Examination of public records to determine the status of taxation of properties
 - Examples include delinquent taxes, real estate taxes, tax exempt.
8. ***Defective or unusual conditions of title***
Examine public records to determine any defective or unusual title defects
 - Examples include improper filings, liens, defective titles, etc.
9. ***Improper subdivision or obsolete platting***
Examine public records to determine improper subdivision and obsolete platting

- Examples include undersized lots, improper zoning, lot configuration, easement concerns, never recorded vacated streets, accessibility concerns.

10. The existence of conditions which endanger life or property by fire or other causes

Examine conditions which endanger life or property

- Examples include inadequate, undersized or inoperative public infrastructure systems, flood plain, building materials, site access, on-site storage (cars), secluded areas for pests and vermin to thrive, inadequate surface drainage, street/sidewalk conditions, etc.

11. Any combination of such factors, substantially impairs or arrests the sound growth of the community, retards the provision of housing accommodations or constitutes an economic or social liability

Economic and/or socially undesirable land uses

- Examples include incompatible land uses, economic obsolescence, functional obsolescence which relates to the property's ability to compete in the marketplace.

12. Is detrimental to the public health, safety, morals, or welfare in its present condition and use, and in which there is at least one of the following conditions:

- Unemployment in the designated blighted area is at least one hundred twenty percent of the state or national average (Census statistics);
- The average age of the residential or commercial units in the area is at least 40 years (Field observation);
- More than half of the plotted and subdivided property in the area is unimproved land that has been within the city for 40 years and has remained unimproved during that time (Public records);
- The per capita income of the designated blighted area is lower than the average per capita income of the city or village in which the area is designated (Census); or
- The area has had either stable or decreasing population based on the last two decennial censuses (Census).

*Where structural conditions are evaluated, individual structures are rated in accordance with the following rating schedule as defined by the U.S. Department of Housing and Urban Development: no problem, adequate condition, deteriorating condition, or dilapidated condition. The following descriptions define the rating schedule used to assess and evaluate building and structure conditions:

No Problem

No structural or aesthetic problems are visible.

Adequate Condition

- Slight damage to porches, steps, roofs, etc. is present on the structure,
- Slight wearing away of mortar between bricks, stones, or concrete blocks,
- Small cracks in walls or chimneys,
- Cracked windows,
- Lack of paint, and
- Slight wear on steps, doors, and door and window frames.

Deteriorating Condition

- Holes, open cracks, rotted, loose, or missing materials in parts of the foundation, walls, (up to one-quarter of the wall), or roof (up to one-quarter of roof),
- Shaky, broken, or missing steps or railings,
- Numerous missing and cracked window panes,
- Some rotted or loose windows or doors (no longer wind- or water-proof),
- Missing bricks or other masonry of chimney, and
- Makeshift (un-insulated) chimney.

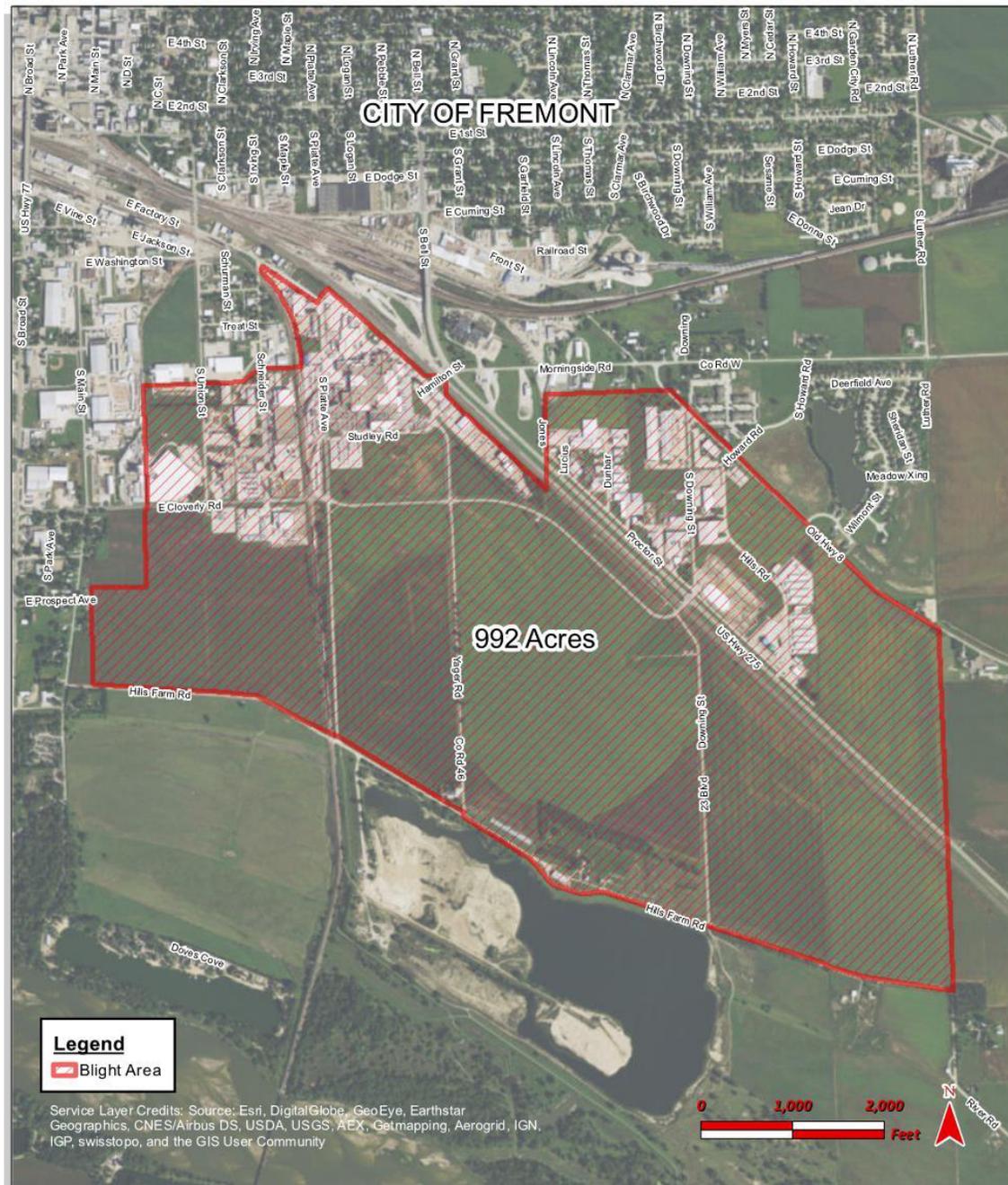
Dilapidated Condition

- *Holes, open cracks, or rotted, loose or missing material (siding, shingles, brick, concrete, tiles, plaster, floorboards) over large areas of foundation, on walls or on roof,*
- *Substantial sagging of roof, floors, or walls,*
- *Extensive damage by fire, flood or storm, and*
- *Inadequate original construction such as makeshift walls, roofs made of scrap materials, foundations or floors lacking, or converted barns, sheds, and other structures not adequate for housing.*

Designated Study Area

The initial study area as identified in the contract between the Greater Fremont Economic Development Council and JEO Consulting can be found in **Figure 1**. For this study, the initial study area will be known as the “Designated Study Area.”

Figure 1: Designated Study Area



Fremont, NE

Site Suitability Study
 Area 3: Blight Area

This map was prepared using information from record drawings supplied by JEO and/or other applicable city, county, federal, or public or private entities. JEO does not guarantee the accuracy of this map or the information used to prepare this map. This is not a scaled plot.

Created By: C. Sloss
 Date: May 2016
 Revised: NA
 Software: ArcGIS 10.2
 File: 160710.04



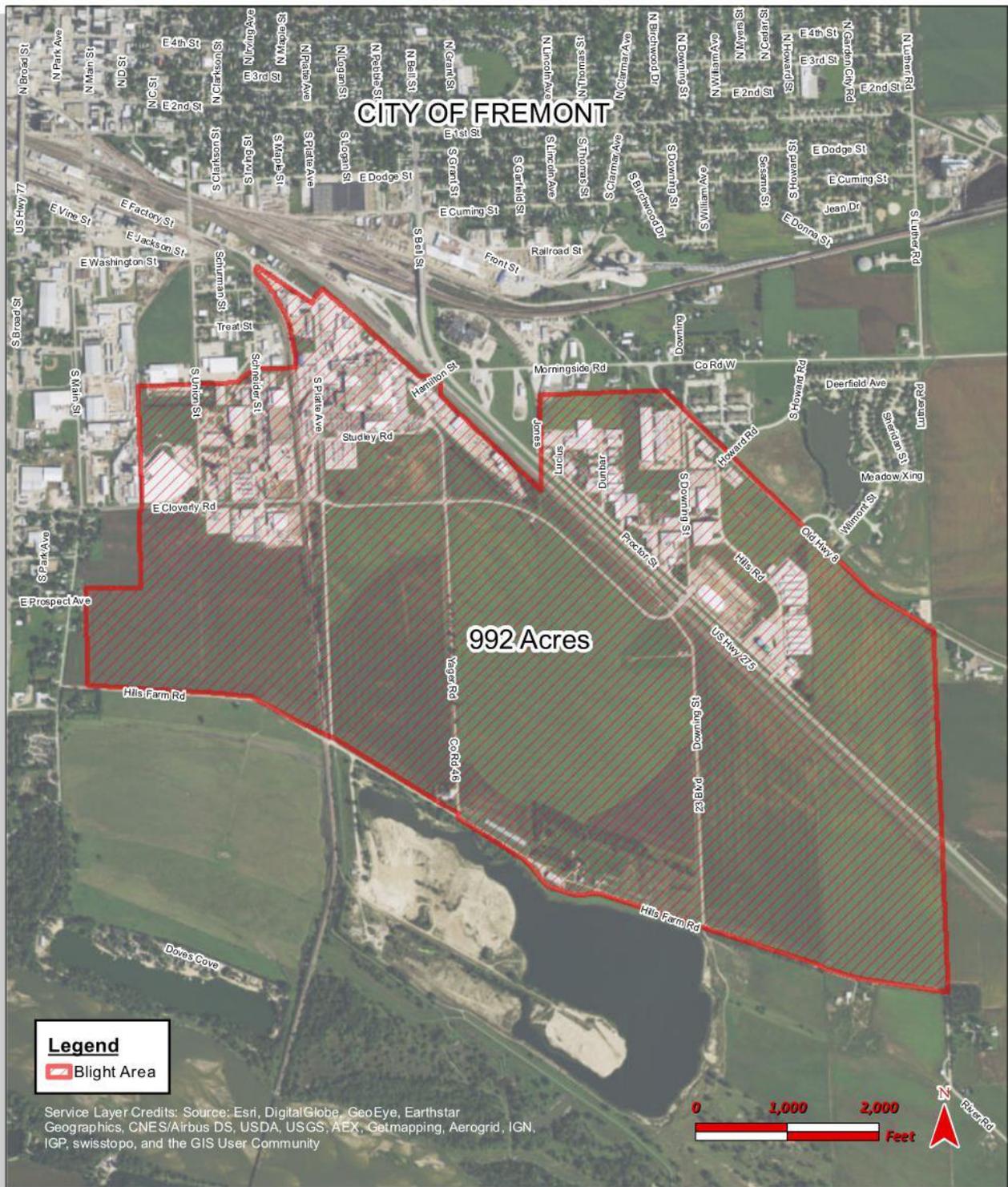
Proposed Blight Area

The Proposed Blight Area consists of approximately 992 acres, as shown in **Figure 2**. The legal description was written and reviewed by a JEO registered surveyor. Approval of the proposed Blight Area will not exceed the statutory limit of 35% declared Blighted and Substandard.

Legal Description

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 25, TOWNSHIP 17 NORTH, RANGE 8 EAST OF THE 6TH P.M., DODGE COUNTY, NEBRASKA; THENCE NORTH ALONG THE EAST LINE OF SAID SECTION 25 TO THE CENTERLINE OF OLD HIGHWAY 8; THENCE WESTERLY ALONG THE CENTERLINE OF OLD HIGHWAY 8 TO THE NORTH LINE OF TAX LOT 20; THENCE WESTWARD ALONG SAID NORTH LINE EXTENDED TO THE CENTERLINE OF JONES STREET; THENCE SOUTHWARD ALONG THE CENTERLINE OF JONES EXTENDED TO THE SOUTH RIGHT OF WAY LINE OF THE RAILROAD; THENCE NORTHWESTERLY ALONG SAID SOUTH RIGHT OF WAY LINE TO THE EASTERLY LINE OF LOT 7-8, BLOCK 1, OF CLOVERLY SUBDIVISION; THENCE SOUTHWARD ON SAID EAST LINE TO THE CENTERLINE OF EAST FACTORY STREET; THENCE NORTHWESTERLY ALONG THE CENTERLINE OF EAST FACTORY STREET TO THE CENTERLINE OF SCHNEIDER STREET; THENCE SOUTHWARD ON SAID CENTERLINE TO THE NORTH RIGHT OF WAY LINE OF THE RAILROAD; THENCE SOUTHWARD ALONG SAID RIGHT OF WAY LINE TO THE NORTH LINE OF TAX LOT 514; THENCE WESTERLY TO THE NORTH LINE OF LOTS 20,21, & PT OF 22, NEW Q ADDITION; THENCE SOUTHWESTERLY ALONG SAID LINE TO THE INTERSECTION OF THE NORTHLINE, EXTENDED, OF LOT 26, NEW Q ADDITION; THENCE WESTERLY ON SAID NORTH LINE, EXTENDED, TO THE EAST LINE OF TAX LOT 82; THENCE SOUTH ALONG SAID EAST LINE EXTENDED, TO A POINT 850' SOUTH OF THE CENTERLINE OF CLOVERLY ROAD; THENCE WEST TO THE EAST LINE OF LOT 4, INGELWOOD VILLAGE; THENCE SOUTHERLY TO THE CENTERLINE OF HILLS FARM ROAD; THENCE EASTERLY ALONG SAID CENTERLINE TO THE INTERSECTION WITH THE EAST LINE OF SECTION 36, TOWNSHIP 17 NORTH, RANGE 8 EAST; THENCE NORTH ALONG SAID SECTION LINE, EXTENDED, TO THE POINT OF BEGINNING

Figure 2: Proposed Blight Area



<p>Fremont, NE</p> <p>Site Suitability Study Area 3: Blight Area</p>	<p>This map was prepared using information from record drawings supplied by JEO and/or other applicable city, county, federal, or public or private entities. JEO does not guarantee the accuracy of this map or the information used to prepare this map. This is not a scaled plot.</p>	<p>Created By: C. Sloss Date: May 2016 Revised: NA Software: ArcGIS 10.2 File: 160710.04</p>	
--	---	--	--

Findings and Contributing Factors

The intent of this study is to determine whether the Proposed Blight Area within the City of Fremont's jurisdiction has experienced structural and site deterioration or if there are other negative factors which are decreasing the potential of development. On May 20 and 21, 2016, a field survey examined the blight and substandard conditions as defined by eligibility analysis section at the beginning of the document. The field study indicated the community has contributing factors; thus, the community warranted further examination with regard to blight and substandard conditions. The following factors were evaluated to determine if there is a reasonable presence of blight and substandard conditions within the Designated Study Area.

The following findings and factors review the building and structure conditions, infrastructure, and land use found within the Proposed Blight Area based upon the statutory definitions, observations of the planning team during the field survey, and explains the identified contributing factors. *Appendix A* provides a visual description and shows examples of the various conditions described that led to the determination for each factor.

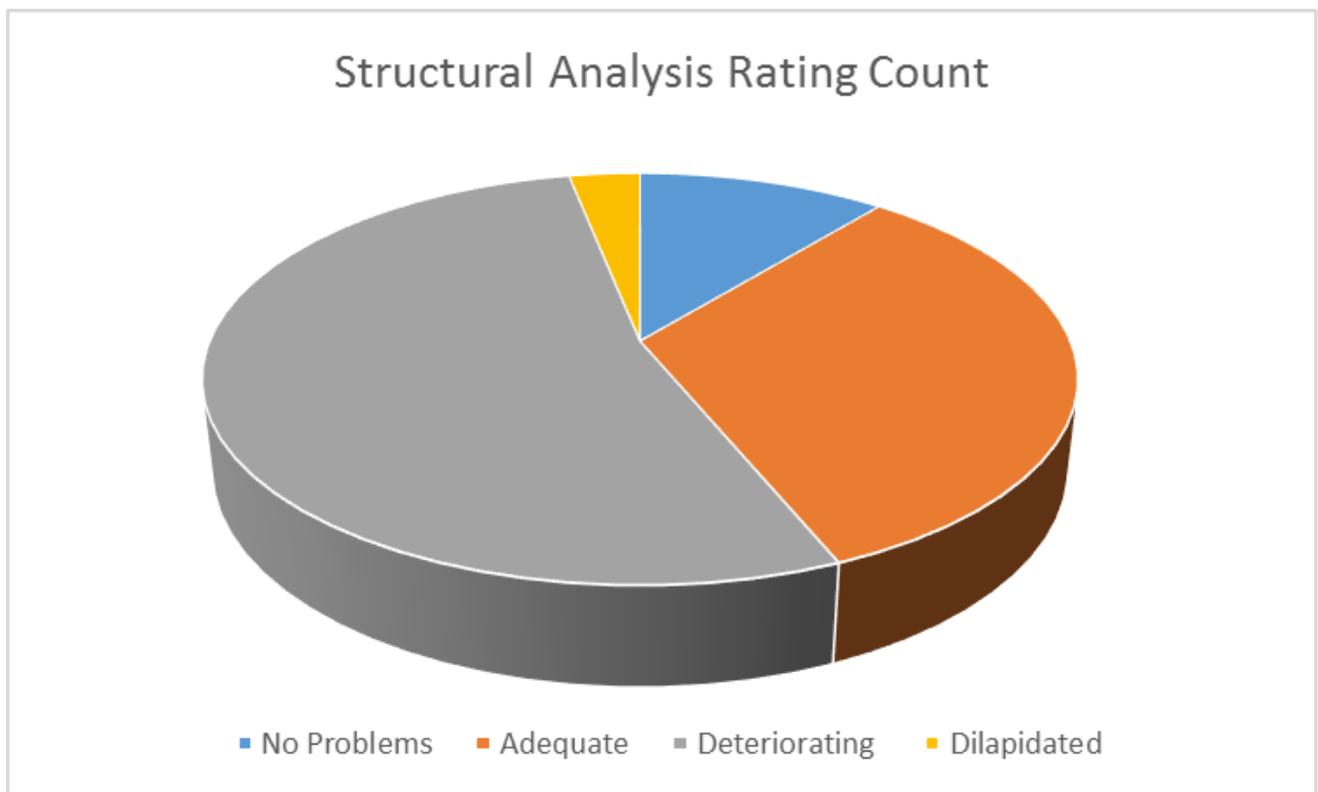
As set forth in the Nebraska legislation, a **blighted area** shall mean an area, which by reason of the presence of:

Substantial Number of Deteriorated or Deteriorating Structures

Exterior Inspections of Buildings

There were a total of 64 structures evaluated. As a rule, the primary structure for each parcel within the Proposed Blight Area was evaluated. As shown in Figure 3, the Structural Evaluation inspections rated 56% or 36 structures as deteriorating or dilapidated.

Figure 3: Structure Evaluation



Defective or Inadequate Street Layout

Street Conditions and Accessibility

Street conditions and accessibility within the Designated Study Area were evaluated in relation to the provision of safe and efficient public circulation and access, and with regard to ease of travel and appearance. This area of Fremont does not contain a traditional transportation grid that connects the urban area with the City of Fremont's existing transportation pattern. Portions so the rectilinear grid extend into the study area; however, it lacks connectivity due to railroad lines, incomplete streets, large undeveloped parcels, and irregular shaped lots.

As illustrated in Figure 4, Study Area Roadway Conditions Map, the surface condition of the majority of the existing roads was deemed to be adequate. However, the roads in the Study Area generally lack curb and gutter and sidewalks to facilitate safe non-vehicular transportation routes. Hills Farm Road on the southern boundary of the study area does not meet the rural minimum standards road classifications in Nebraska due to the lack of road shoulder and drainage ditches.

In the area south of Morningside Road, west of South Downing Street and north of Proctor Street, three parallel roads dead end without any cross connection or proper turn-a-round.

There are three railroad lines crossing streets in the study area in addition to the local railroad spurs serving the existing industrial businesses in the area.

All of the above factors contribute to a finding that the area contains a significant level of defective or inadequate street layout.

Faulty lot layout in relation to size, adequacy, accessibility, or usefulness

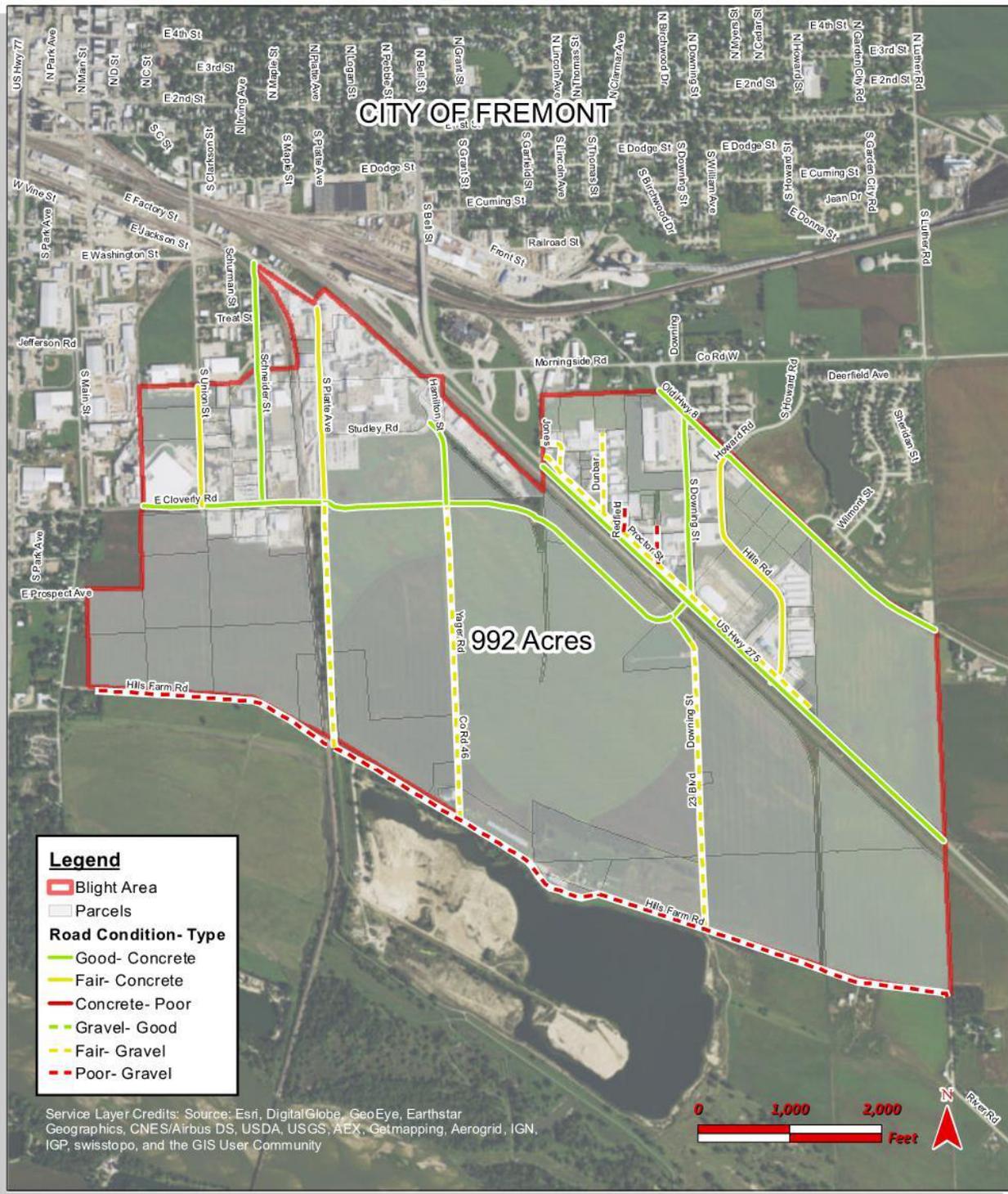
Conditions associated with accessibility/usefulness of lots

As stated before, a traditional transportation grid system was platted with a diagonal railroad. The usefulness of the angled lots along the railroad are limited due to their dimensions and acute angles. The traditional grid layout is also interrupted by the natural drainage and the Burlington Northern Railroad bisecting the western portion of the area on a north-south axis., which divides this area. As illustrated in Figure 5, Faulty Lot Layout, the lots and layouts vary and create disjointed pockets of development with some of the lots and limited access points.

The lot sizes and shape vary throughout the study area. Some lots are too narrow or too small and do not meet general current commercial/industrial development standards, while other lots are irregular in shape and make it difficult to site rectangular buildings efficiently. In addition, multiple lots lack street frontage and are considered "landlocked".

As a result of these factors, this area is considered to contain significant characteristics of faulty lot layout in relation to size, adequacy, accessibility, or usefulness

Figure 4: Study Area Road Conditions



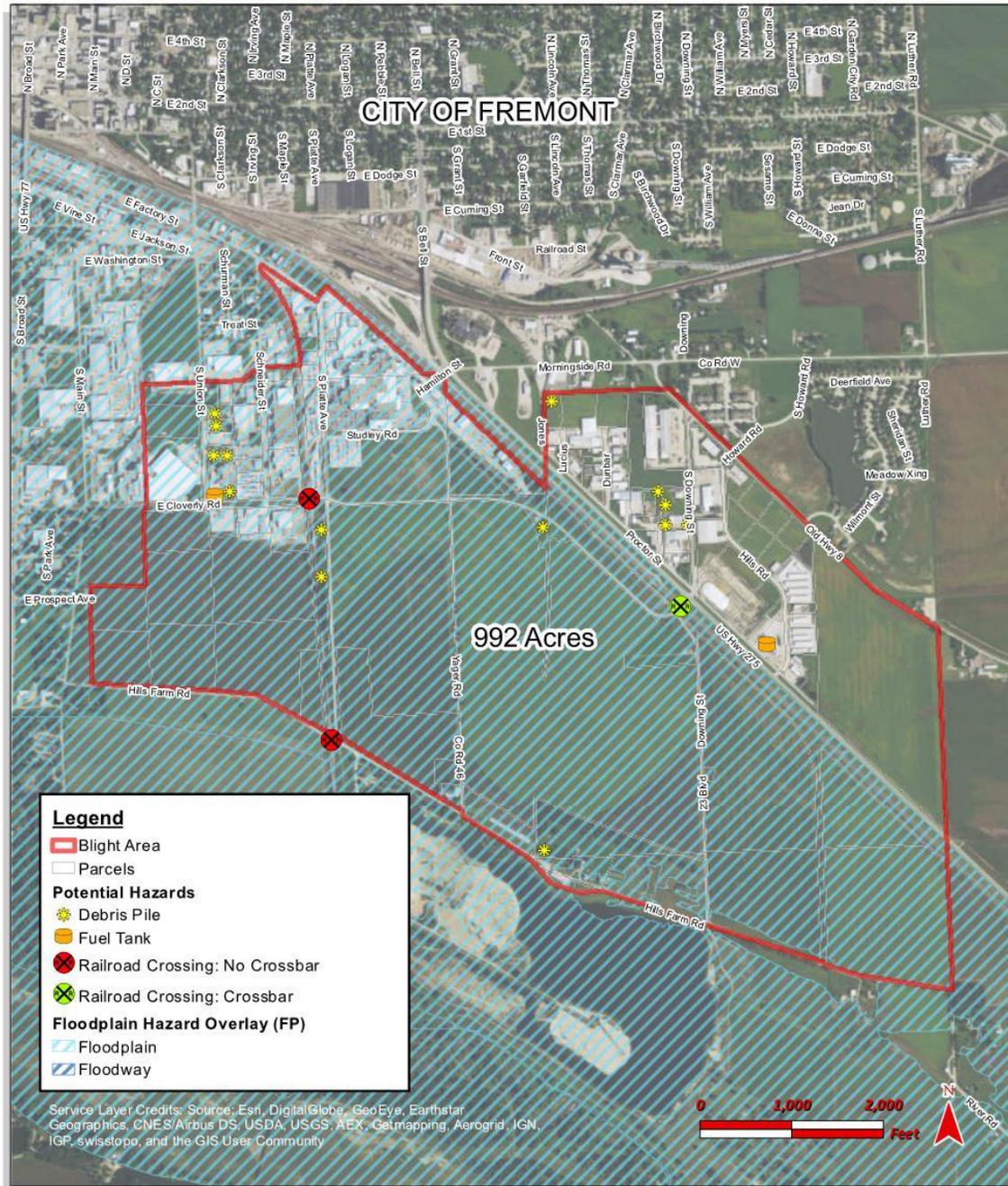
<p>Fremont, NE</p> <p>Site Suitability Area 3: Road Conditions</p>	<p>This map was prepared using information from record drawings supplied by JEO and/or other applicable city, county, federal, or public or private entities. JEO does not guarantee the accuracy of this map or the information used to prepare this map. This is not a scaled plot.</p>	<p>Created By: C. Sloss Date: May 2016 Revised: NA Software: ArcGIS 10.2 File: 160710.04</p> 
---	---	--

Unsanitary or unsafe conditions

Conditions which pose a threat to public health and safety

Multiple conditions exist in the study area which can pose a threat to public health and safety, as illustrated in Figure 6. These potential hazards include: the flood plain, debris piles, fuel tanks, standing water, and railroad crossings. In addition, the age of the structures and materials used in the construction of the older industrial buildings can pose a potential safety hazard to the general public.

Figure 6: Potential Hazards



<p>Fremont, NE</p> <p>Site Suitability Study Area 3: Potential Hazards</p>	<p>This map was prepared using information from record drawings supplied by JEO and/or other applicable city, county, federal, or public or private entities. JEO does not guarantee the accuracy of this map or the information used to prepare this map. This is not a scaled plot.</p>	<p>Created By: C. Sloss Date: May 2016 Revised: NA Software: ArcGIS 10.2 File: 160710.04</p>
---	---	--

Deterioration of site or other improvements

Debris

There were 13 examples of debris noted during the evaluation. There were examples of construction materials, junk cars, fuel tank storage, old railroad ties, felled trees and on-site storage of used materials.

Storm Drainage – With a substantial portion of the area in the 100-year flood plain and the open channel drainage, the Proposed Blight Area should have an additional analysis of storm drainage.

Dilapidated structures

A total of 36 deteriorating or dilapidated structures were documented in the study area.

Site Conditions

Many of the industrial sites are not hard surfaced lots and contain rocked or gravel areas for parking, drive aisles, and outdoor storage of materials.

Diversity of ownership

The total number of unduplicated owners

There are 42 different owners out of 92 properties.

Improper subdivision or obsolete platting

Parcels with improper or obsolete platting are identified on Figure 8, on page 19.

Obsolete platting

The lot sizes and shape vary throughout the study area. Some lots are too narrow or too small and do not meet general current commercial/industrial development standards, while other lots are irregular in shape and make it difficult to site rectangular buildings efficiently. In addition, antiquated railroad spurs are platted on several parcels where no spur currently exists.

Improper platting

Multiple lots have been part of improper platting, lack street frontage and are considered “land locked”.

The existence of conditions which endanger life or property

Sidewalk Conditions

There is a lack of sidewalks in the Proposed Blight Area.

Conflicting Land Use

There is a single family residence at 800 S Union Street that abuts industrial uses on three sides and an industrial building across the street. This conflicting land use can pose a threat to life or property to the residence.

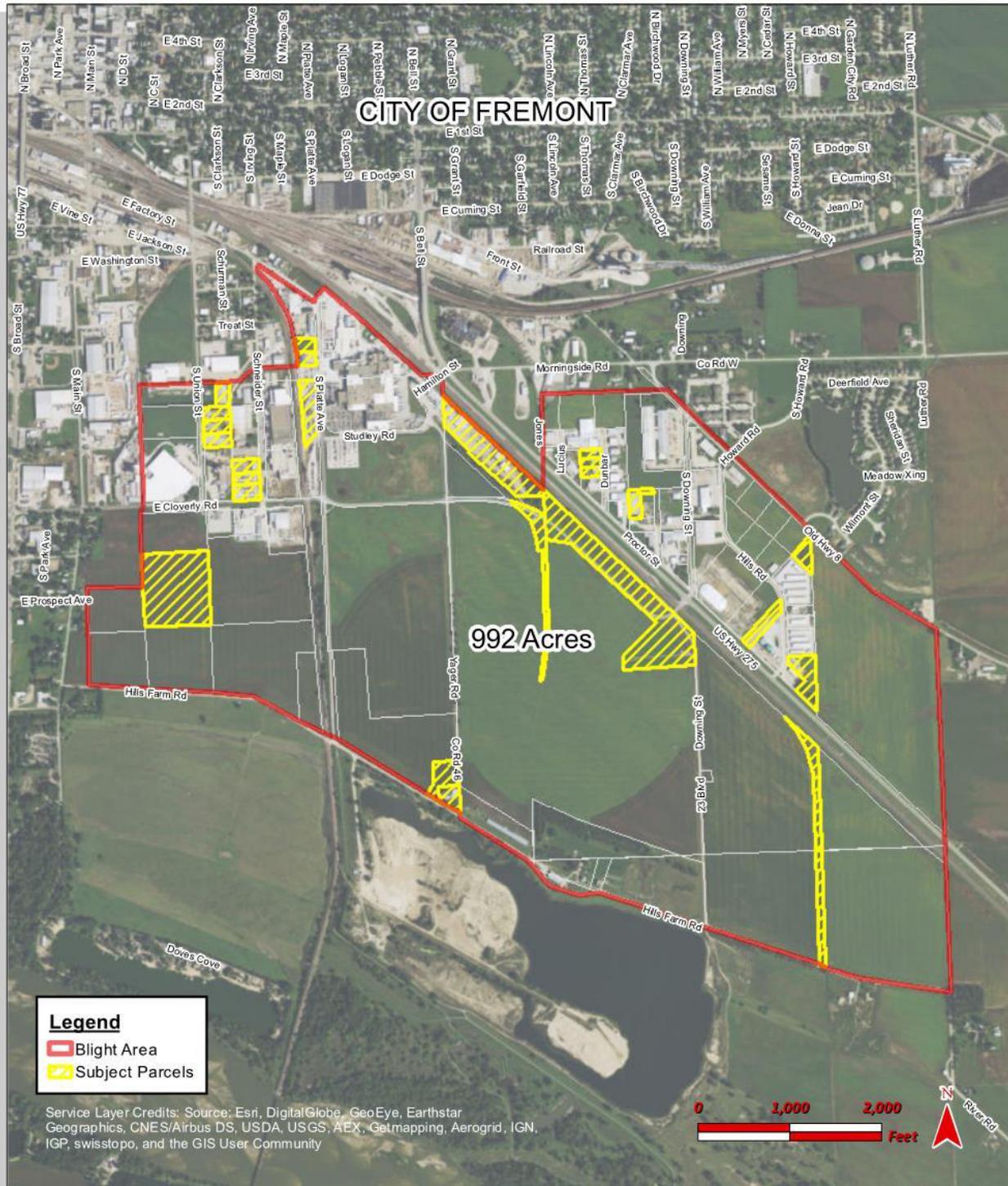
On-Site Storage

The storage of junk cars and other debris are evident within the Proposed Blight Area. These findings show a detriment to the neighborhood and should be evaluated for removal.

Floodplain

As shown in Figure 7, the 100-year flood plain poses a real threat to property damage and the safety to Fremont residents and business in the study area.

Figure 8, Improper Subdivision and Obsolete Platting



Legend
 [Red Outline] Blight Area
 [Yellow Hatching] Subject Parcels

Service Layer Credits: Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

0 1,000 2,000 Feet

Fremont, NE

Site Suitability Study
 Area 3: Improper Subdivision/Obsolete Platting

This map was prepared using information from record drawings supplied by JEO and/or other applicable city, county, federal, or public or private entities. JEO does not guarantee the accuracy of this map or the information used to prepare this map. This is not a scaled plat.

Created By: C. Sloss
 Date: May 2016
 Revised: NA
 Software: ArcGIS 10.2
 File: 160710.04



Any combination of such factors, substantially impairs or arrests the sound growth of the community, retards the provision of housing accommodations or constitutes an economic or social liability

Economic and/or socially undesirable land uses

There are many factors that can be detrimental to the growth of this area. Development of properties located in a floodplain are required to complete the process for a LOMA (Letter of Map Adjustment) in order to remove structures from a floodplain. The necessary financial investment required to build on the subject parcels in the flood plain are a financial disadvantage.

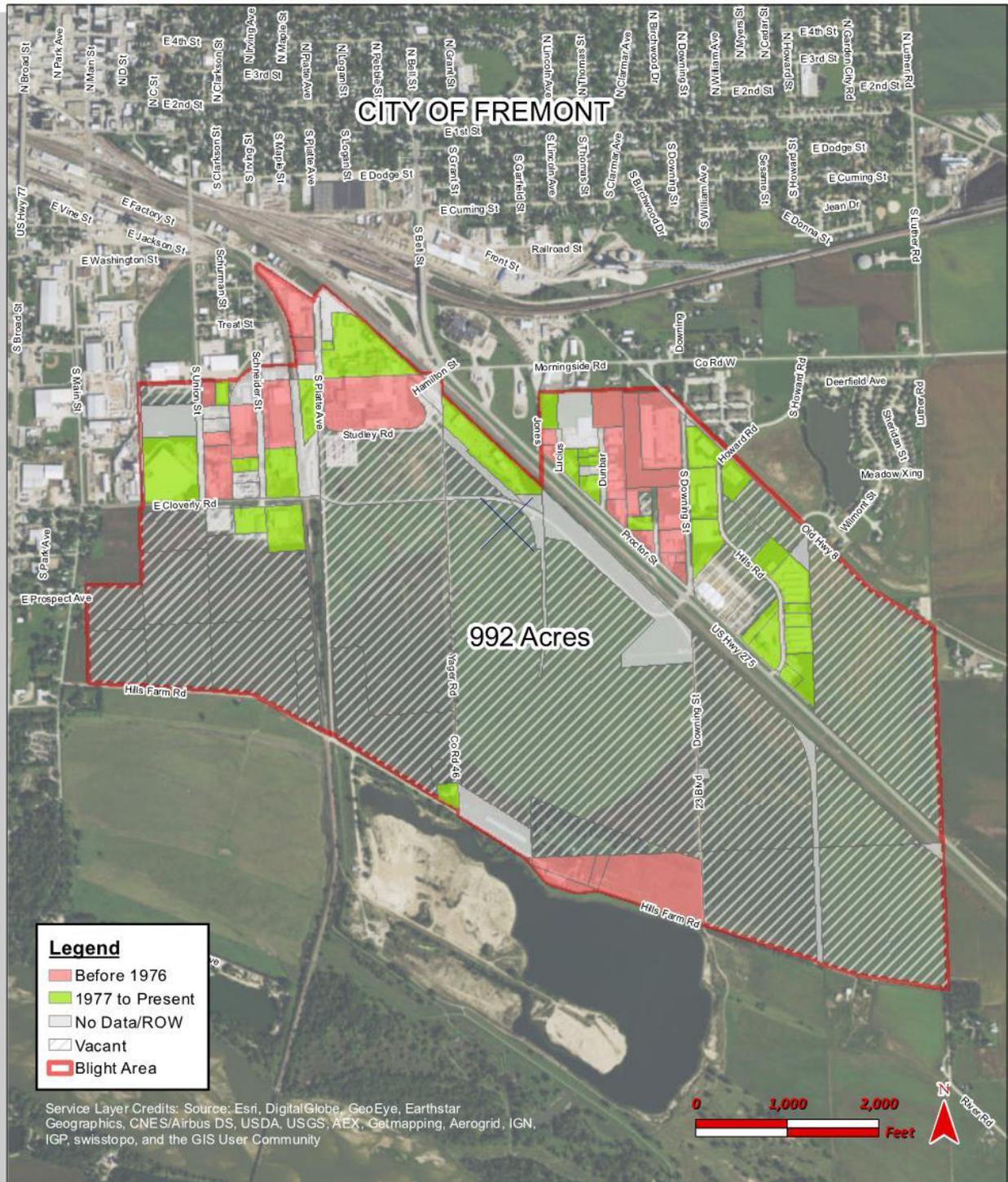
Is detrimental to the public health, safety, morals, or welfare in its present condition and use; and in which there is at least one of the following conditions:

The Average Age of the Residential or Commercial Units in the Area is at Least 40 Years

Commercial Structure Age

Figure 9 depicts the location and age of buildings within the study area. Information regarding the age of the permanent structures within the Designated Study Area was provided by the Dodge County Assessor's Office, GIS data, and verified during the field survey. According to the data received, the average age of the commercial structure is 41 years of age. Because of these findings, structure age in the area is considered to be a contributing factor to the blight and substandard conditions in the Proposed Blight Area.

Figure 9: Age of Structure



Legend

- Before 1976
- 1977 to Present
- No Data/ROW
- Vacant
- Blight Area

Service Layer Credits: Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

0 1,000 2,000
 Feet

<p>Fremont, NE</p> <p>Site Suitability Study Area 3: Age of Structure</p>	<p>This map was prepared using information from record drawings supplied by JEO and/or other applicable city, county, federal, or public or private entities. JEO does not guarantee the accuracy of this map or the information used to prepare this map. This is not a scaled plot.</p>	<p>Created By: C. Sloss Date: May 2016 Revised: NA Software: ArcGIS 10.2 File: 160710.04</p>
---	---	--

A ***substandard area*** shall mean an area in which there is a predominance of buildings or improvements, whether nonresidential or residential in character, which by reason of the following are:

Dilapidation/deterioration

As part of the Blight and Substandard Study, a Structural Conditions Survey was completed along with an analysis of the land use patterns in the Proposed Blight Area. The condition of the structures was analyzed and rated according to the schedule as defined by the U.S. Department of Housing and Urban Development (described in the *Eligibility Analysis Section*). See *Appendix A* for a visual description of the structures within the Study Area. A total of 64 structures were evaluated and 56% were deemed to be deteriorating or dilapidated. Structure condition is considered to be a contributing factor to the blight and substandard conditions in the Study Area. As a rule, the primary structure for each parcel within the Proposed Blight Area was evaluated. When possible, other ancillary structures were also evaluated.

Age or obsolescence

As shown in Figure 9, many of the buildings were built before 1976. The average age of structures in the Proposed Blight Area is 41 years old.

Inadequate provision for ventilation, light, air, sanitation, or open spaces

The area contains debris piles and junk cars which can lead to unwanted pests and unsanitary conditions, but not to the extent that it is deemed to be a significant substandard factor.

Other Substandard Conditions

The existence of conditions which endanger life or property

There is a lack of sidewalks in the Proposed Blight Area which may lead to dangerous conditions for pedestrians sharing the road with trucks and automobiles. Crosswalks are also absent at major intersections.

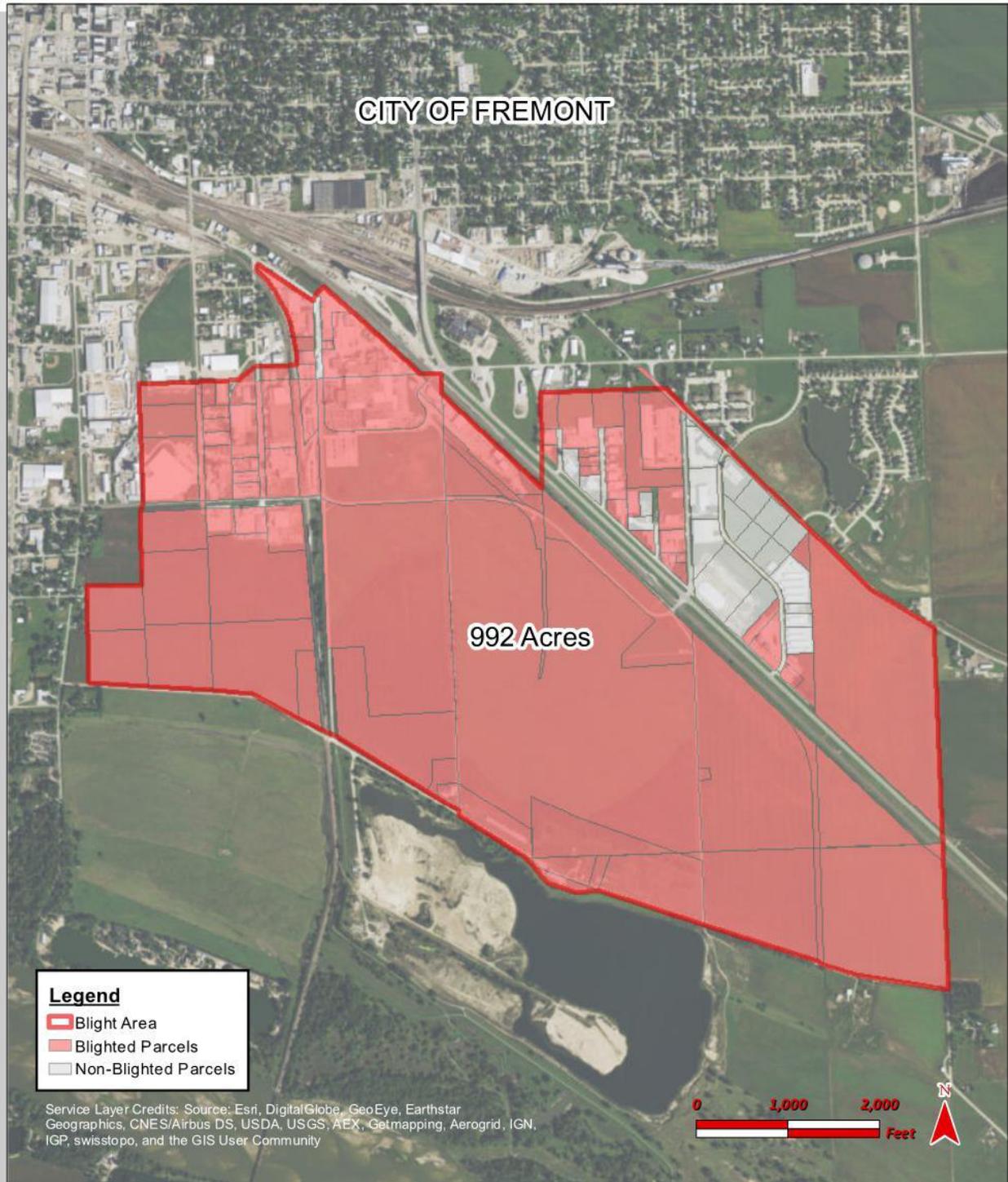
The storage of junked cars and other debris are evident within the Proposed Blight Area. These findings show a detriment to the neighborhood and should be evaluated for removal.

The 100-year floodplain exists for a number of properties in the Proposed Blight Area. Further study and projects can enhance this floodplain corridor to minimize the damage in the event of a hazardous event and potentially connect the residential developments that share this dividing corridor.

Any combination of such factors is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, and crime; is detrimental to the public health and safety

There are many factors that can be detrimental to the public health. Debris and deteriorating buildings can attract vermin while standing water can create mosquito habitat that can lead to transmission of disease. The age of buildings and materials used in older structures can pose a threat to the public health and safety as well as the lack of sidewalks and dangerous crossings at highway intersections. In addition, a main factor detrimental to public health and safety in this study is the 100-year floodplain.

Figure 10: Parcels with any Blight Conditions



<p>Fremont, NE</p> <p>Site Suitability Study Area 3: Blighted Parcels</p>	<p>This map was prepared using information from record drawings supplied by JEO and/or other applicable city, county, federal, or public or private entities. JEO does not guarantee the accuracy of this map or the information used to prepare this map. This is not a scaled plot.</p>	<p>Created By: C. Sloss Date: May 2016 Revised: NA Software: ArcGIS 10.2 File: 160710.04</p>	
--	---	--	---

Blighted and Substandard Findings

The Proposed Blight Area has several items contributing to the Blight and Substandard Conditions. Based on the information collected and analyzed pursuant to Nebraska Revised State Statutes, the Proposed Blight Area has several items that were considered beyond the remedy and control of the normal regulatory process of the City of Fremont or impossible to reverse through the ordinary operations of private enterprise. Figure 10 illustrates the parcels that contain a blight or substandard condition identified in this study. These conditions include:

Blight Conditions

Blight Conditions Present

- A substantial number of deteriorated or deteriorating structures
- Diversity of ownership
- Existence of defective or inadequate street layout
- Faulty lot layout in relation to size, adequacy, accessibility, or usefulness
- Unsanitary or unsafe conditions
- Deterioration of site or other improvements
- Improper subdivision or obsolete platting
- The existence of conditions which endanger life or property by fire or other causes
- Any combination of such factors, substantially impairs or arrests the sound growth of the community, retards the provision of housing accommodations or constitutes an economic or social liability
- Is detrimental to the public health, safety, morals, or welfare in its present condition and use; and in which there is at least one of the following conditions:
 - The average age of the residential or commercial units in the area is at least 40 years

Blight Conditions NOT Present

- Detrimental to the public health, safety, morals, or welfare in its present condition and use; and in which there is at least one of the following conditions:
 - Unemployment in the designated area is at least one hundred twenty percent of the state or national average
 - More than half of the platted and subdivided property in an area is unimproved land that has been within the city for forty years and has remained unimproved during that time
 - The per capita income of the area is lower than the average per capita income of the city or village in which the area is designated
 - The area has had either stable or decreasing population based on the last two decennial censuses
- Tax or special assessment delinquency exceeding the fair value of the land (none identified)
- Defective or unusual conditions of title (none identified)

Substandard Conditions

Substandard Conditions Present

- Dilapidation or deterioration
- Age or obsolescence
- Other Substandard Conditions
 - The existence of conditions which endanger life or property by fire and other causes

Substandard Conditions NOT Present

- Inadequate provision for ventilation, light, air, sanitation, or open spaces
- Other Substandard Conditions
 - High density of population and overcrowding Any combination of such factors that is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, and crime, and is detrimental to the public health, safety, morals, or welfare.

Based upon the issues and conditions indicated from the survey of the Designated Study Area, there are sufficient criteria present to designate this Proposed Blight Area as blighted and substandard, as provided for in the Nebraska Revised Statutes.

Conclusion

A number of conditions within the Proposed Blight Area were evaluated during the field survey which contributed to blight and substandard conditions. The conditions showing evidence of blight are interspersed throughout the Proposed Blight Area, and as such, the boundaries of the Proposed Blight Area are recommended for further action.

It is the professional opinion of the consultant, based on the information collected and analyzed pursuant to Nebraska Revised State Statutes, that the Proposed Blight Area contains the required conditions that would warrant a designation as blighted and substandard by the City of Fremont and the Community Development Agency.

The City of Fremont should review this Blight and Substandard Study, and if satisfied with the findings contained in this Study, may, by resolution, designate the Proposed Blight Area as “Blighted and Substandard” as provided for in the Nebraska Community Law, making this Area available for redevelopment activities. The General Redevelopment Plan, when prepared, shall be developed in a manner consistent with the City of Fremont’s Comprehensive Development Plan.

Appendix A

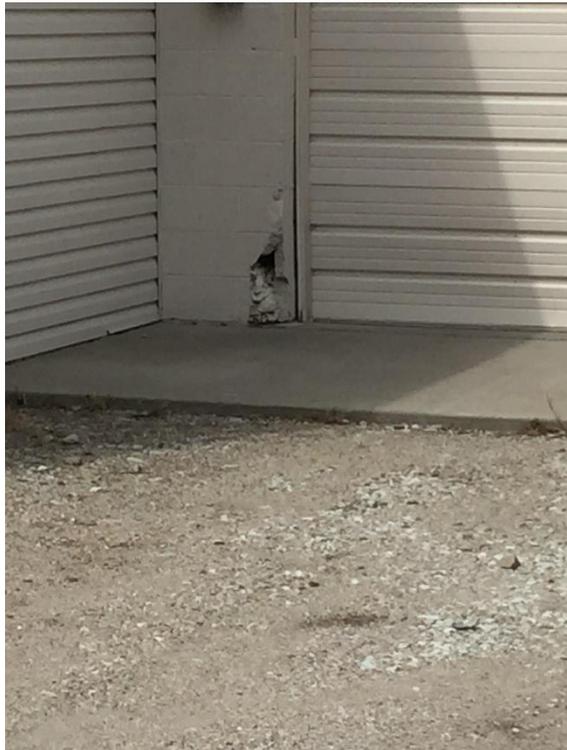
Visual Assessment – Site Photographs













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

RESOLUTION NO. _____
(Blight and Substandard Declaration)

**A RESOLUTION OF THE COMMUNITY DEVELOPMENT AGENCY OF THE
CITY OF FREMONT, NEBRASKA, MAKING A RECOMMENDATION TO THE CITY
COUNCIL OF THE CITY OF FREMONT, NEBRASKA WITH RESPECT TO THE
DECLARATION OF AN AREA WITHIN THE JURISDICTION OF THE CITY OF
FREMONT, NEBRASKA AS BLIGHTED AND SUBSTANDARD.**

WHEREAS, the City of Fremont, Nebraska (the “City”) has formed a Community Development Agency (the “CDA”) to undertake certain redevelopment activities and administer the programs and benefits available under the Nebraska Community Development Law, Neb. Rev. Stat. § 18-2101, et. seq., as amended (the “Act”);

WHEREAS, JEO Consulting Group, Inc. has prepared the Blight & Substandard Determination Study dated May 27, 2016 (the “Blight and Substandard Study”) for an area within the jurisdiction of the City legally described on the attached Exhibit “A”, which is incorporated by this reference (the “Proposed Blight Area”), copies of which are on file with the City Clerk of the City of Fremont;

WHEREAS, on June 27, 2016, the Planning Commission of the City reviewed the Blight and Substandard Study, and recommended that the Proposed Blight Area be declared a blighted and substandard area within the meaning of the Act;

WHEREAS, on July 12, 2016, the Community Development Agency of the City of Fremont (“CDA”) held a public hearing relating to the question of whether the Proposed Blight Area is substandard and blighted and in deed of redevelopment within the Act;

WHEREAS, the CDA has reviewed the Blight and Substandard Study and the blight and substandard requirements set forth in the Act;

WHEREAS, the CDA has duly considered all statements made and material submitted related to the submitted questions.

NOW THEREFORE, it is found and recommended by the CDA of the City of Fremont as follows:

A. Substandard Recommendations:

The CDA finds and recommends that:

1. The conditions set forth in the Blight and Substandard Study demonstrate sufficient evidence of substandard conditions in the Proposed Blight Area.

2. The Proposed Blight Area contains the following Substandard Conditions within the meaning of Neb. Rev. Stat. § 18-2103(10): dilapidation or deterioration, age or obsolescence, and the following other substandard conditions: the existence of conditions which endanger life or property by fire and other causes.

BE IT RESOLVED, that based on the findings listed in paragraphs 1 through 2 above, the CDA hereby recommends that the Proposed Blight Area be declared a substandard area in need of redevelopment within the meaning of the Act and recommends adoption of the Blight and Substandard Study.

B. Blight Recommendations:

The CDA further finds and recommends that:

1. The conditions set forth in the Blight and Substandard Study demonstrate sufficient evidence of blighted conditions in the Proposed Blight Area.
2. The Proposed Blight Area contains the following Blight Conditions within the meaning of Neb. Rev. Stat. §18-2103(11): a substantial number of deteriorated or deteriorating structures, diversity of ownership, existence of defective or inadequate street layout, faulty lot layout in relation to size, adequacy, accessibility, or usefulness, unsanitary or unsafe conditions, deterioration of site or other improvements, improper subdivision or obsolete platting, and the existence of conditions which endanger life or property by fire or other causes, which by any combination of such factors substantially impairs or arrests the sound growth of the community, retards the provision of housing accommodations or constitutes an economic or social liability, is detrimental to the public health, safety, morals, or welfare in its present condition and use, and the average age of the residential or commercial units in the area is at least 40 years.

BE IT RESOLVED, that based on the findings in paragraphs 1 through 2 above, the CDA hereby recommends that the Proposed Blight Area be declared a blighted area in need of redevelopment within the meaning of the Act and recommends adoption of the Blight and Substandard Study.

DATED this 12th day of July, 2016.

COMMUNITY DEVELOPMENT
AGENCY OF THE CITY OF
FREMONT, NEBRASKA

Chairman

ATTEST:

Secretary

Exhibit "A"

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 25, TOWNSHIP 17 NORTH, RANGE 8 EAST OF THE 6TH P.M., DODGE COUNTY, NEBRASKA; THENCE NORTH ALONG THE EAST LINE OF SAID SECTION 25 TO THE CENTERLINE OF OLD HIGHWAY 8; THENCE WESTERLY ALONG THE CENTERLINE OF OLD HIGHWAY 8 TO THE NORTH LINE OF TAX LOT 20; THENCE WESTWARD ALONG SAID NORTH LINE EXTENDED TO THE CENTERLINE OF JONES STREET; THENCE SOUTHWARD ALONG THE CENTERLINE OF JONES EXTENDED TO THE SOUTH RIGHT OF WAY LINE OF THE RAILROAD; THENCE NORTHWESTERLY ALONG SAID SOUTH RIGHT OF WAY LINE TO THE EASTERLY LINE OF LOT 7-8, BLOCK 1, OF CLOVERLY SUBDIVISION; THENCE SOUTHWARD ON SAID EAST LINE TO THE CENTERLINE OF EAST FACTORY STREET; THENCE NORTHWESTERLY ALONG THE CENTERLINE OF EAST FACTORY STREET TO THE CENTERLINE OF SCHNEIDER STREET; THENCE SOUTHWARD ON SAID CENTERLINE TO THE NORTH RIGHT OF WAY LINE OF THE RAILROAD; THENCE SOUTHWARD ALONG SAID RIGHT OF WAY LINE TO THE NORTH LINE OF TAX LOT 514; THENCE WESTERLY TO THE NORTH LINE OF LOTS 20,21, & PT OF 22, NEW Q ADDITION; THENCE SOUTHWESTERLY ALONG SAID LINE TO THE INTERSECTION OF THE NORTHLINE, EXTENDED, OF LOT 26, NEW Q ADDITION; THENCE WESTERLY ON SAID NORTH LINE, EXTENDED, TO THE EAST LINE OF TAX LOT 82; THENCE SOUTH ALONG SAID EAST LINE EXTENDED, TO A POINT 850' SOUTH OF THE CENTERLINE OF CLOVERLY ROAD; THENCE WEST TO THE EAST LINE OF LOT 4, INGELWOOD VILLAGE; THENCE SOUTHERLY TO THE CENTERLINE OF HILLS FARM ROAD; THENCE EASTERLY ALONG SAID CENTERLINE TO THE INTERSECTION WITH THE EAST LINE OF SECTION 36, TOWNSHIP 17 NORTH, RANGE 8 EAST; THENCE NORTH ALONG SAID SECTION LINE, EXTENDED, TO THE POINT OF BEGINNING.

Staff Report

TO: Mayor and City Council
FROM: Troy Anderson, Director of Planning
DATE: July 8, 2016
SUBJECT: Blighted and Substandard Declaration – 992 Acres

Recommendation: move to approve the resolution.

Background: On May 27, 2016, a Blight and Substandard Study (Study) was received by JEO Consulting Group, Inc., for review and consideration of a blighted and substandard declaration for approximately 992 acres located south of the Chicago and Northwestern Railroad and east of South Broad Street. The reason for the study is to examine and evidence the condition of the study area, to determine whether the area meets the statutory requirements for designation as blighted and substandard, and recommend preparation of a redevelopment plan to provide financial incentives for development.

According to Nebraska Community Development Law (Neb. Rev. Stat. § 18-2101 to 18-2144), cities of the first class may create a Community Development Agency (CDA), the authority of which may respond to, “areas which have deteriorated and become substandard and blighted because of the unsafe, insanitary, inadequate, or overcrowded condition of the dwellings therein, or because of inadequate planning of the area, or excessive land coverage by the buildings thereon, or the lack of proper light and air and open space, or because of the defective design and arrangement of the buildings thereon, or faulty street or lot layout, or congested traffic conditions, or economically or socially undesirable land uses.” (Op. cit. § 18-2102) In response to such conditions, the CDA, and subsequently the governing body of a municipality, “shall afford maximum opportunity... to the rehabilitation or redevelopment of the community redevelopment area by private enterprises... including the formulation of a workable program, the approval of community redevelopment plans... the exercise of its zoning powers, the enforcement of other laws, codes, and regulations, relating to the use of land and the use and occupancy of buildings and improvements, the disposition of any property acquired, and the providing of necessary public improvements.” (Op. cit. § 18-2104)

The Study, attached hereto and incorporated herein, has examined the designated study area and has found the area to be blighted and substandard, including but not limited to:

- A Substantial Number of Deteriorated or Deteriorating Structures
- Defective or Inadequate Street Layout

- Faulty Lot Layout in Relation to Size, Adequacy, Accessibility, or Usefulness
- Unsanitary or Unsafe Conditions
- Deterioration of Site or Other Improvements
- Diversity of Ownership
- Improper Subdivision or Obsolete Platting
- The Existence of Conditions Which Endanger Life or Property
- Dilapidation or Deterioration
- Age or Obsolescence

Based on their findings, JEO Consulting Group, Inc., is recommending that a proposed blight area be declared “Blighted and Substandard,” as provided for in Nebraska Community Development Law, and that a redevelopment plan be prepared, making the area available for redevelopment activities.

By a vote of 6-0, the Planning Commission recommended approval of the Blighted and Substandard Declaration at a special meeting June 27, 2016.

Fiscal Impact: N/A

2016

Blight and Substandard Study City of Fremont, Nebraska



*JEO Consulting Group, Inc.
Project No. 160710.04*

Adopted _____, 2016

Resolution No. _____

Introduction

Background

In 1975, the Nebraska Unicameral enacted legislation in response to the existence of areas in cities and villages that had become deteriorated and substandard for a variety of reasons. These areas were considered harmful to the social and economic well-being of the entire community in which they existed. Conditions in such areas were considered beyond the remedy and control of the normal regulatory process or impossible to reverse through the ordinary operations of private enterprise. The Community Development Law, as it is known, enables cities and villages to take steps to eliminate blight through the acquisition, clearance, and disposition of property for redevelopment or through the conservation and rehabilitation of property.

Prior to enactment of the legislation, Nebraska communities were unable to carry out redevelopment programs involving assembly of land for conveyance to private developers without the creation of an urban renewal authority approved by the voters of a municipality. The Nebraska Community Development Law (Neb. Rev. Stat. § 18-2101 to 18-2144) permits cities of all classes and villages to establish Community Redevelopment Authorities (CDAs) by ordinance. Such authority empowers CDAs to undertake broad urban renewal and municipal growth opportunities through a variety of mechanisms. This law, with subsequent amendments, has been the cornerstone of redevelopment and community development activities in Nebraska.

This Fremont Blight and Substandard Study examines existing conditions of land-use, buildings, and structures within the Designated Study Area in the City of Fremont to determine its eligibility for redevelopment activities. The area for this analysis is the Designated Study Area which is an area generally described as an industrial area south of the existing Fremont Corporate Limits. A number of potential opportunities for redevelopment exist throughout the Proposed Study Area that would allow for the City of Fremont to overcome blighted and substandard conditions. When evaluating blight and substandard conditions, the City of Fremont must adhere to Nebraska Community Development Law, as provided for in the Nebraska Revised Statutes.

Nebraska Revised State Statutes

Nebraska's Community Development Law (Neb Rev Stat §§18-2101 to 18-2154) provides guidelines under which municipalities may address concerns and develop strategies for the rehabilitation and redevelopment of deteriorating areas, as well as the prevention and elimination of substandard and blighted areas. The Legislature has declared, in pertinent part:

It is hereby found and declared that there exist in cities of all classes and villages of this state areas which have deteriorated and become substandard and blighted because of the unsafe, insanitary, inadequate, or overcrowded condition of the dwellings therein, or because of inadequate planning of the area, or excessive land coverage by the buildings thereon, or the lack of proper light and air and open space, or because of the defective design and arrangement of the buildings thereon, or faulty street or lot layout, or congested traffic conditions, or economically or socially undesirable land uses...These conditions are beyond remedy and control solely by regulatory process in the exercise of the police power and cannot be dealt with effectively by the ordinary operations of private enterprise without the aids herein provided...It is further found and declared that the prevention and elimination of blight is a matter of state policy, public interest, and statewide concern and within the powers and authority inhering in and reserved to the state, in order that the state and its municipalities shall not continue to be endangered by areas which are focal centers of disease, promote juvenile delinquency, and consume an excessive proportion of their revenue. §18-2102

Consistent with these findings, municipalities have been granted the power to address deterioration, substandard conditions, and blight through any of a number of means, including “the formulation of a workable program, the approval of community redevelopment plans consistent with the general plan for the development of the city, the exercise of its zoning powers, the enforcement of other laws, codes, and regulations, relating to the use

of land and the use and occupancy of buildings and improvements, the disposition of any property acquired, and the providing of necessary public improvements.” Neb. Rev. Stat. §18-2104.

Nebraska Revised Statutes §18-2104 enables a municipality to declare that blight and substandard conditions exist. The statute reads,

The governing body of a city, to the greatest extent it deems to be feasible in carrying out the provisions of sections 18-2101 to 18-2144, shall afford maximum opportunity, consistent with sound needs of the city as a whole, to the rehabilitation or redevelopment of the community redevelopment area by private enterprises. The governing body of a city shall give consideration to this objective in exercising its powers under sections 18-2101 to 18-2144, including the formulation of a workable program, the approval of community redevelopment plans consistent with the general plan for the development of the city, the exercise of its zoning powers, the enforcement of other laws, codes, and regulations relating to the use and occupancy of buildings and improvements, the disposition of any property acquired, and providing of necessary public improvements. §18-2101

The process of improving an area begins with the creation of a municipality-wide workable program for utilizing appropriate private and public resources to address the specific conditions to be improved. Such workable programs may include “provision for the prevention of the spread of blight into areas of the municipality which are free from blight through diligent enforcement of housing, zoning, and occupancy controls and standards; the rehabilitation or conservation of substandard and blighted areas or portions thereof by re-planning, removing congestion, providing parks, playgrounds, and other public improvements by encouraging voluntary rehabilitation and by compelling the repair and rehabilitation of deteriorated or deteriorating structures; and the clearance and redevelopment of substandard and blighted areas or portions thereof.” Neb. Rev. Stat. §18-2105.

The statutes provide a means for the governing body of a municipality to address and develop strategies for rehabilitation and redevelopment of the community. Nebraska Revised Statutes §18-2105 also grants authority to the governing body to formulate a redevelopment program. The statute reads,

The governing body of a city or an authority at its direction for the purposes of sections 18-2101 to 18-2144 may formulate for the entire municipality a workable program for utilizing appropriate private and public resources to eliminate or prevent the development or spread of urban blight, to encourage needed urban rehabilitation, to provide for the redevelopment of substandard and blighted areas, or to undertake such of the aforesaid activities or other feasible municipal activities as may be suitably employed to achieve the objectives of such workable program. Such workable program may include, without limitation, provision for the prevention of the spread of blight into areas of the municipality which are free from blight through diligent enforcement of housing, zoning and occupancy controls and standards; the rehabilitation or conservation of substandard or blighted areas or portions thereof by replanning, removing congestion, providing parks, playgrounds, and other public improvements by encouraging voluntary rehabilitation and by compelling the repair and rehabilitation of deteriorated or deteriorating structures; and the clearance and redevelopment of substandard and blighted areas or portions thereof. §18-2105

The main substance of a workable program is an adopted general redevelopment plan for a defined area, as well as the subsequent individual redevelopment projects that identify specific projects within a redevelopment area. Prior to adoption of a general redevelopment plan, a municipality must have an adopted comprehensive plan (§18-2110), and shall have declared the redevelopment area to be a substandard and blighted area in need of redevelopment (§18-2109).

The important community development terms are defined in Nebraska Revised Statutes §18-2103, several of which are shown below (organization and emphasis added):

Substandard area means an area in which there is a predominance of buildings or improvements, whether nonresidential or residential in character, which, by reason of dilapidation, deterioration, age or obsolescence, inadequate provision for ventilation, light, air, sanitation, or open spaces, high density of population and overcrowding, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, and crime, (which cannot be remedied through construction of prisons), and is detrimental to the public health, safety, morals, or welfare;

Blighted area means an area, which

(a) by reason of the presence of a substantial number of deteriorated or deteriorating structures, existence of defective or inadequate street layout, faulty lot layout in relation to size, adequacy, accessibility, or usefulness, insanitary or unsafe conditions, deterioration of site or other improvements, diversity of ownership, tax or special assessment delinquency exceeding the fair value of the land, defective or unusual conditions of title, improper subdivision or obsolete platting, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, substantially impairs or arrests the sound growth of the community, retards the provision of housing accommodations, or constitutes an economic or social liability and is detrimental to the public health, safety, morals, or welfare in its present condition and use; and,

(b) in which there is at least one of the following conditions:

(i) Unemployment in the designated area is at least one hundred twenty percent of the state or national average;

(ii) the average age of the residential or commercial units in the area is at least forty years;

(iii) more than half of the plotted and subdivided property in an area is unimproved land that has been within the city for forty years and has remained unimproved during that time;

(iv) the per capita income of the area is lower than the average per capita income of the city or village in which the area is designated; or

(v) the area has had either stable or decreasing population based on the last two decennial censuses.

In no event shall a city of the metropolitan, primary, or first class designate more than thirty-five percent of the city as blighted, a city of the second class shall not designate an area larger than fifty percent of the city as blighted, and a village shall not designate an area larger than one hundred percent of the village as blighted;

Redevelopment project means any work or undertaking in one or more community redevelopment areas:

(a) To acquire substandard and blighted areas or portions thereof, including lands, structures, or improvements the acquisition of which is necessary or incidental to the proper clearance, development, or redevelopment of such substandard and blighted areas;

(b) to clear any such areas by demolition or removal of existing buildings, structures, streets, utilities, or other improvements thereon and to install, construct, or reconstruct streets, utilities, parks, playgrounds, public spaces, public parking facilities, sidewalks or moving sidewalks, convention and civic centers, bus stop shelters, lighting, benches or other similar furniture, trash receptacles, shelters, skywalks and pedestrian and vehicular overpasses and underpasses, and any other necessary public improvements essential to the preparation of sites for uses in accordance with a redevelopment plan;

(c) to sell, lease, or otherwise make available land in such areas for residential, recreational, commercial, industrial, or other uses, including parking or other facilities functionally related or subordinate to such uses, or for public use or to retain such land for public use, in accordance with a redevelopment plan; and may also include the preparation of the redevelopment plan, the planning, survey, and other work incident to a redevelopment project and the preparation of all plans and arrangements for carrying out a redevelopment project;

(d) to dispose of all real and personal property or any interest in such property, or assets, cash, or other funds held or used in connection with residential, recreational, commercial, industrial, or other uses, including parking or other facilities functionally related or subordinate to such uses, or any public use specified in a redevelopment plan or project, except that such disposition shall be at its fair value for uses in accordance with the redevelopment plan;

(e) to acquire real property in a community redevelopment area which, under the redevelopment plan, is to be repaired or rehabilitated for dwelling use or related facilities, repair or rehabilitate the structures, and resell the property; and

(f) to carry out plans for a program of voluntary or compulsory repair and rehabilitation of buildings or other improvements in accordance with the redevelopment plan;

Redevelopment plan means a plan, as it exists from time to time for one or more community redevelopment areas, or for a redevelopment project, which

(a) conforms to the general plan for the municipality as a whole and

(b) is sufficiently complete to indicate such land acquisition, demolition and removal of structures, redevelopment, improvements, and rehabilitation as may be proposed to be carried out in the community redevelopment area, zoning and planning changes, if any, land uses, maximum densities, and building requirements.

Purpose of the Study

This Fremont Blight and Substandard Study for the Designated Study Area is intended to give the Community Development Agency (CDA) the basis for determining the existence of blight and substandard conditions within the delineated Study Area. Through this process, the CDA may employ and exercise the power authorized in Nebraska Community Development Law to eliminate economic and/or social concerns which are detrimental to the future public health, safety, morals, and general welfare of the entire community as well as the surrounding region.

The findings of this Blight and Substandard Study will guide the structure of the Redevelopment Plan for the community concerning the Proposed Blight Area. The area evaluated for blight and substandard conditions is graphically displayed in **Figure 1**, found on **Page 10**. For purposes of this analysis, the Designated Study Area is generally described as 992 acres of land south of the city's existing corporate limits. This Study examines existing land-uses, platting, structures, hazards, and the infrastructure systems to determine whether the area meets the statutory requirements for designation as a Blight and Substandard Area, enabling the CDA to stimulate and manage development and redevelopment efforts. The City of Fremont, when evaluating blight and substandard conditions, must closely adhere to the provisions set forth in the Nebraska Revised State Statutes.

The findings of this Study will guide the general redevelopment for the designated area upon inclusion in the city's corporate limits. The General Redevelopment Plan – the companion document to the Blight and Substandard Study - will contain local objectives regarding appropriate land uses, improved traffic circulation, economic development activities, public transportation, public utilities, and other public improvements, in accordance with the provisions of the Nebraska Community Development Law. The proposed requirements in the redevelopment area shall include without being limited to:

- The boundaries of the redevelopment project area, with a map showing the existing uses and condition of the real property therein,
- A land-use plan showing proposed uses of the area,
- Information showing the standards of population densities, land coverage, and building intensities in the area after redevelopment,
- A statement of the proposed changes, if any, in zoning ordinances or maps, street layouts, street levels or grades, or building codes and ordinances,
- A site plan of the area, and
- A statement as to the kind and number of additional public facilities or utilities which will be required to support the new land uses in the area after redevelopment.

Substandard and Blight Eligibility Analysis

Fremont Designated Study Area

The Greater Fremont Development Council selected the Designated Study Area to be a portion of property for evaluation pursuant to Neb Rev Stat §18-2101 to 18-2154. The area is comprised of primarily commercial, industrial, agricultural and residential land uses. The Designated Study Area was selected for a number of reasons, including:

1. The potential for private development and redevelopment activities within the Study Area.
2. The need for improvements in infrastructure due to specific existing conditions.
3. The economic and functional obsolescence of certain uses within the Study Area.
4. The presence of Blighted and Substandard characteristics within the Study Area.
5. The need for public intervention to stimulate the development and redevelopment of vital infrastructure systems to support these private redevelopment efforts.

Once declared substandard and blighted, the City of Fremont can stimulate and manage future development in this area by creation and use of the redevelopment plan and its statutory authority to provide financial incentives for private development.

Through the redevelopment process, the City of Fremont can guide future development in these areas of the community and provide financial incentives for development. The use of the Nebraska Community Redevelopment Law by the City is intended to improve the community and enhance the quality of life for all residents by eliminating conditions that contribute to the spread of blight and retard private reinvestment in the area due to these factors. Using the Nebraska Community Development Law, Fremont can eliminate negative factors and implement programs and/or projects identified to improve conditions, thereby removing blight and substandard conditions.

Substandard and Blight Conditions

As set forth in Section 18-2103 (10) Neb. Rev. Stat. (reissue 1997, as amended), ***substandard area*** shall mean an area in which there is a predominance of buildings or improvements, whether nonresidential or residential in character, which by reason of the following:

1. ***Dilapidation/deterioration****
Exterior inspection of buildings to note deficiencies (sound, minor, major, dilapidated)
 - Examples include structural (walls, foundation, roof), building systems (gutters, roof surface, chimney), and architectural systems (fire escapes, weatherization, steps, exterior paint, site conditions).
2. ***Age or obsolescence***
Estimate age of structures (40+ years criteria)
3. ***Inadequate provision for ventilation, light, air, sanitation, or open spaces***
Overall site conditions
 - Examples include Junk cars or debris, cluttered alleyways, antiquated infrastructure systems (overhead power lines), outdoor storage/sanitation facilities, unpaved parking/outdoor storage.
4. ***Other Substandard Conditions***
 - (a) High density of population and overcrowding (census); or
 - (b) The existence of conditions which endanger life or property by fire and other causes as unsanitary and unsafe conditions which endanger life or property by fire and other natural causes flood plain; or

- (c) Any combination of such factors is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, and crime; is detrimental to the public health, safety, morals or welfare (includes sanitation concerns, inadequate infrastructure systems (sewer, water service mains, storm sewers), poor lighting, crime statistics, flood plain area, outdoor storage, site clutter).

As set forth in the Nebraska legislation, a **blighted area** shall mean an area, which by reason of the presence of:

1. ***A substantial number of deteriorated or deteriorating structures****
Exterior inspection of buildings to note deficiencies (sound, minor, major, dilapidated)
 - Examples include structural (walls, foundation, roof), building systems (gutters, roof surface, chimney), and architectural systems (fire escapes, weatherization, steps, exterior paint, site conditions).
2. ***Existence of defective or inadequate street layout***
Condition of streets/inadequate access
 - Examples include street conditions, dead ends, railroad crossings, linear downtown, narrow alleyways, blind crossings.
3. ***Faulty lot layout in relation to size, adequacy, accessibility, or usefulness***
Conditions associated with accessibility/usefulness of the lots
 - Examples include land lock parcels, odd-shaped lots, undersized lots, lots with accessibility concerns.
4. ***Unsanitary or unsafe conditions***
Conditions which pose a threat to public health and safety
 - Examples include age and physical condition of structures, flood plain, lack of public infrastructure systems, unsanitary conditions, ventilation concerns.
5. ***Deterioration of site or other improvements***
Field observation of age and condition of public utilities, debris and inadequate public improvements
 - Examples include lack of off-street parking, storm drainage, junk cars, dilapidated structures, debris, on-site storage, congested overhead power lines.
6. ***Diversity of ownership***
The total number of unduplicated owners
 - Examples include the necessity of to acquire numerous lots is a hindrance to redevelopment. However, land assemblage of larger proportions necessary for major developments, is more economically feasible and will attract financial support, as well as public patronage required to repay such financial support. Such assemblage is difficult without public intervention.
7. ***Tax or special assessment delinquency exceeding the fair value of the land***
Examination of public records to determine the status of taxation of properties
 - Examples include delinquent taxes, real estate taxes, tax exempt.
8. ***Defective or unusual conditions of title***
Examine public records to determine any defective or unusual title defects
 - Examples include improper filings, liens, defective titles, etc.
9. ***Improper subdivision or obsolete platting***
Examine public records to determine improper subdivision and obsolete platting

- Examples include undersized lots, improper zoning, lot configuration, easement concerns, never recorded vacated streets, accessibility concerns.

10. The existence of conditions which endanger life or property by fire or other causes

Examine conditions which endanger life or property

- Examples include inadequate, undersized or inoperative public infrastructure systems, flood plain, building materials, site access, on-site storage (cars), secluded areas for pests and vermin to thrive, inadequate surface drainage, street/sidewalk conditions, etc.

11. Any combination of such factors, substantially impairs or arrests the sound growth of the community, retards the provision of housing accommodations or constitutes an economic or social liability

Economic and/or socially undesirable land uses

- Examples include incompatible land uses, economic obsolescence, functional obsolescence which relates to the property's ability to compete in the marketplace.

12. Is detrimental to the public health, safety, morals, or welfare in its present condition and use, and in which there is at least one of the following conditions:

- (a) Unemployment in the designated blighted area is at least one hundred twenty percent of the state or national average (Census statistics);
- (b) The average age of the residential or commercial units in the area is at least 40 years (Field observation);
- (c) More than half of the plotted and subdivided property in the area is unimproved land that has been within the city for 40 years and has remained unimproved during that time (Public records);
- (d) The per capita income of the designated blighted area is lower than the average per capita income of the city or village in which the area is designated (Census); or
- (e) The area has had either stable or decreasing population based on the last two decennial censuses (Census).

*Where structural conditions are evaluated, individual structures are rated in accordance with the following rating schedule as defined by the U.S. Department of Housing and Urban Development: no problem, adequate condition, deteriorating condition, or dilapidated condition. The following descriptions define the rating schedule used to assess and evaluate building and structure conditions:

No Problem

No structural or aesthetic problems are visible.

Adequate Condition

- Slight damage to porches, steps, roofs, etc. is present on the structure,
- Slight wearing away of mortar between bricks, stones, or concrete blocks,
- Small cracks in walls or chimneys,
- Cracked windows,
- Lack of paint, and
- Slight wear on steps, doors, and door and window frames.

Deteriorating Condition

- Holes, open cracks, rotted, loose, or missing materials in parts of the foundation, walls, (up to one-quarter of the wall), or roof (up to one-quarter of roof),
- Shaky, broken, or missing steps or railings,
- Numerous missing and cracked window panes,
- Some rotted or loose windows or doors (no longer wind- or water-proof),
- Missing bricks or other masonry of chimney, and
- Makeshift (un-insulated) chimney.

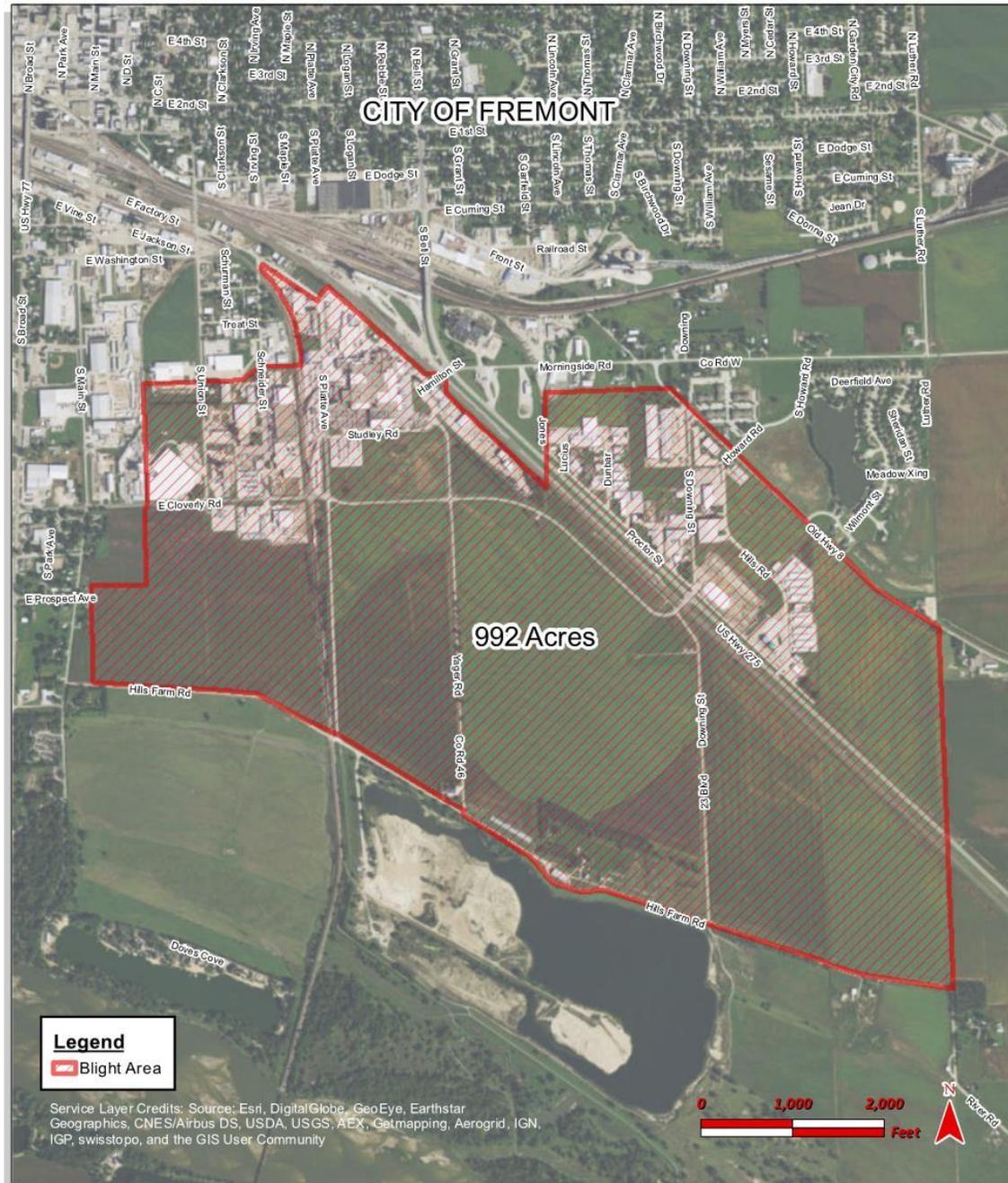
Dilapidated Condition

- *Holes, open cracks, or rotted, loose or missing material (siding, shingles, brick, concrete, tiles, plaster, floorboards) over large areas of foundation, on walls or on roof,*
- *Substantial sagging of roof, floors, or walls,*
- *Extensive damage by fire, flood or storm, and*
- *Inadequate original construction such as makeshift walls, roofs made of scrap materials, foundations or floors lacking, or converted barns, sheds, and other structures not adequate for housing.*

Designated Study Area

The initial study area as identified in the contract between the Greater Fremont Economic Development Council and JEO Consulting can be found in **Figure 1**. For this study, the initial study area will be known as the “Designated Study Area.”

Figure 1: Designated Study Area



<p>Fremont, NE</p> <p>Site Suitability Study Area 3: Blight Area</p>	<p>This map was prepared using information from record drawings supplied by JEO and/or other applicable city, county, federal, or public or private entities. JEO does not guarantee the accuracy of this map or the information used to prepare this map. This is not a scaled plot.</p>	<p>Created By: C. Sloss Date: May 2016 Revised: NA Software: ArcGIS 10.2 File: 160710.04</p>
---	---	--

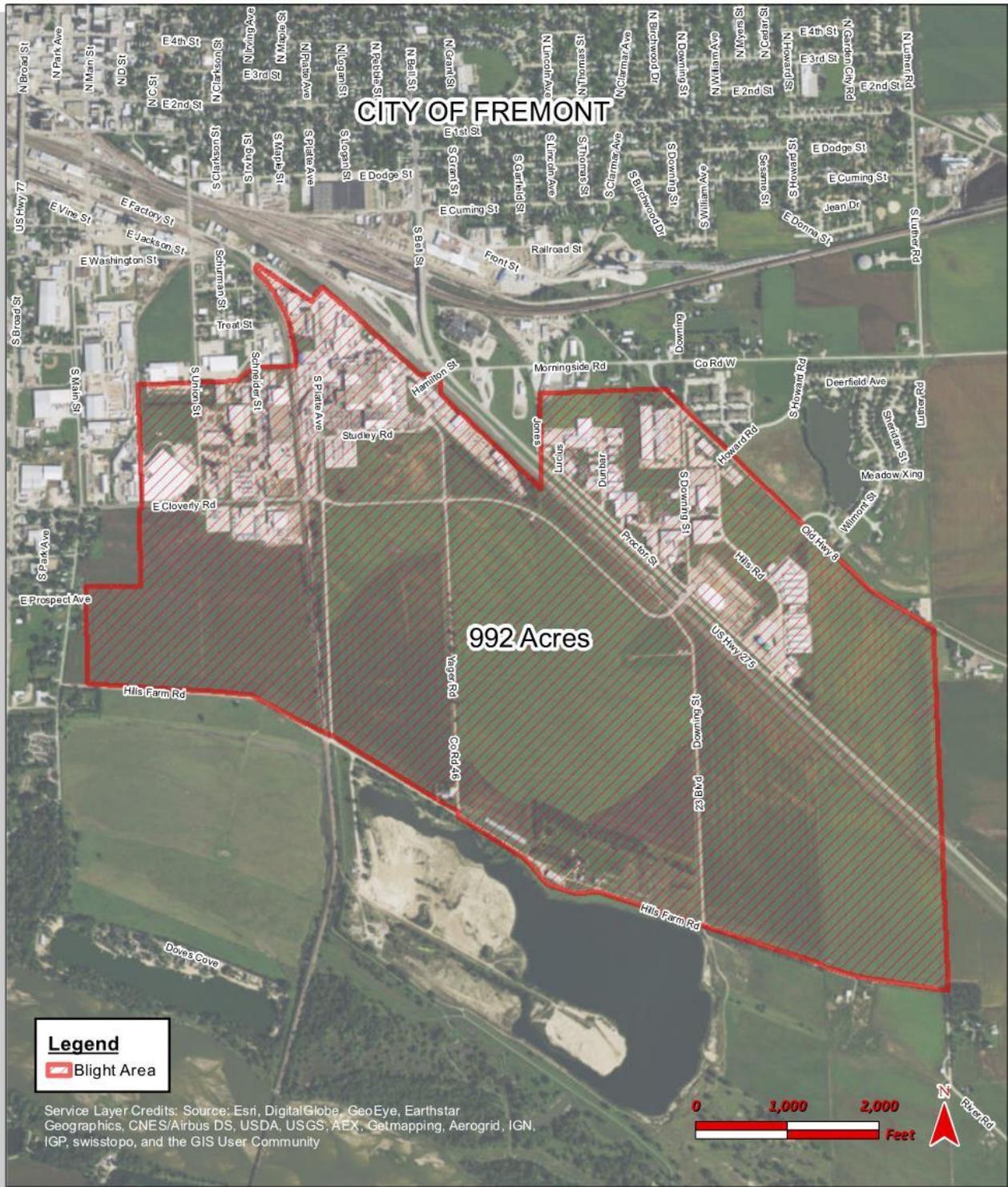
Proposed Blight Area

The Proposed Blight Area consists of approximately 992 acres, as shown in **Figure 2**. The legal description was written and reviewed by a JEO registered surveyor. Approval of the proposed Blight Area will not exceed the statutory limit of 35% declared Blighted and Substandard.

Legal Description

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 25, TOWNSHIP 17 NORTH, RANGE 8 EAST OF THE 6TH P.M., DODGE COUNTY, NEBRASKA; THENCE NORTH ALONG THE EAST LINE OF SAID SECTION 25 TO THE CENTERLINE OF OLD HIGHWAY 8; THENCE WESTERLY ALONG THE CENTERLINE OF OLD HIGHWAY 8 TO THE NORTH LINE OF TAX LOT 20; THENCE WESTWARD ALONG SAID NORTH LINE EXTENDED TO THE CENTERLINE OF JONES STREET; THENCE SOUTHWARD ALONG THE CENTERLINE OF JONES EXTENDED TO THE SOUTH RIGHT OF WAY LINE OF THE RAILROAD; THENCE NORTHWESTERLY ALONG SAID SOUTH RIGHT OF WAY LINE TO THE EASTERLY LINE OF LOT 7-8, BLOCK 1, OF CLOVERLY SUBDIVISION; THENCE SOUTHWARD ON SAID EAST LINE TO THE CENTERLINE OF EAST FACTORY STREET; THENCE NORTHWESTERLY ALONG THE CENTERLINE OF EAST FACTORY STREET TO THE CENTERLINE OF SCHNEIDER STREET; THENCE SOUTHWARD ON SAID CENTERLINE TO THE NORTH RIGHT OF WAY LINE OF THE RAILROAD; THENCE SOUTHWARD ALONG SAID RIGHT OF WAY LINE TO THE NORTH LINE OF TAX LOT 514; THENCE WESTERLY TO THE NORTH LINE OF LOTS 20,21, & PT OF 22, NEW Q ADDITION; THENCE SOUTHWESTERLY ALONG SAID LINE TO THE INTERSECTION OF THE NORTHLINE, EXTENDED, OF LOT 26, NEW Q ADDITION; THENCE WESTERLY ON SAID NORTH LINE, EXTENDED, TO THE EAST LINE OF TAX LOT 82; THENCE SOUTH ALONG SAID EAST LINE EXTENDED, TO A POINT 850' SOUTH OF THE CENTERLINE OF CLOVERLY ROAD; THENCE WEST TO THE EAST LINE OF LOT 4, INGELWOOD VILLAGE; THENCE SOUTHERLY TO THE CENTERLINE OF HILLS FARM ROAD; THENCE EASTERLY ALONG SAID CENTERLINE TO THE INTERSECTION WITH THE EAST LINE OF SECTION 36, TOWNSHIP 17 NORTH, RANGE 8 EAST; THENCE NORTH ALONG SAID SECTION LINE, EXTENDED, TO THE POINT OF BEGINNING

Figure 2: Proposed Blight Area



<p>Fremont, NE</p> <p>Site Suitability Study Area 3: Blight Area</p>	<p>This map was prepared using information from record drawings supplied by JEO and/or other applicable city, county, federal, or public or private entities. JEO does not guarantee the accuracy of this map or the information used to prepare this map. This is not a scaled plot.</p>	<p>Created By: C. Sloss Date: May 2016 Revised: NA Software: ArcGIS 10.2 File: 160710.04</p>	
--	---	--	--

Findings and Contributing Factors

The intent of this study is to determine whether the Proposed Blight Area within the City of Fremont's jurisdiction has experienced structural and site deterioration or if there are other negative factors which are decreasing the potential of development. On May 20 and 21, 2016, a field survey examined the blight and substandard conditions as defined by eligibility analysis section at the beginning of the document. The field study indicated the community has contributing factors; thus, the community warranted further examination with regard to blight and substandard conditions. The following factors were evaluated to determine if there is a reasonable presence of blight and substandard conditions within the Designated Study Area.

The following findings and factors review the building and structure conditions, infrastructure, and land use found within the Proposed Blight Area based upon the statutory definitions, observations of the planning team during the field survey, and explains the identified contributing factors. *Appendix A* provides a visual description and shows examples of the various conditions described that led to the determination for each factor.

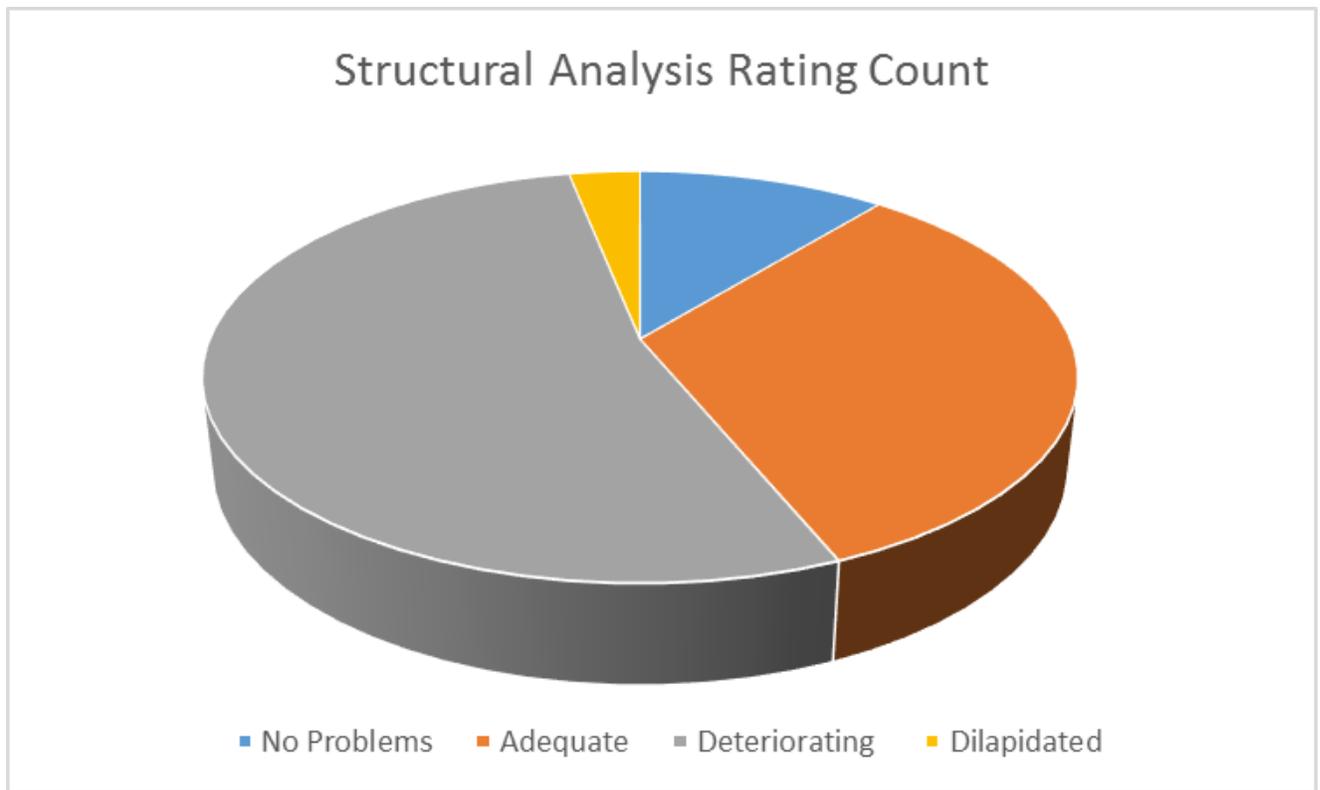
As set forth in the Nebraska legislation, a **blighted area** shall mean an area, which by reason of the presence of:

Substantial Number of Deteriorated or Deteriorating Structures

Exterior Inspections of Buildings

There were a total of 64 structures evaluated. As a rule, the primary structure for each parcel within the Proposed Blight Area was evaluated. As shown in Figure 3, the Structural Evaluation inspections rated 56% or 36 structures as deteriorating or dilapidated.

Figure 3: Structure Evaluation



Defective or Inadequate Street Layout

Street Conditions and Accessibility

Street conditions and accessibility within the Designated Study Area were evaluated in relation to the provision of safe and efficient public circulation and access, and with regard to ease of travel and appearance. This area of Fremont does not contain a traditional transportation grid that connects the urban area with the City of Fremont's existing transportation pattern. Portions so the rectilinear grid extend into the study area; however, it lacks connectivity due to railroad lines, incomplete streets, large undeveloped parcels, and irregular shaped lots.

As illustrated in Figure 4, Study Area Roadway Conditions Map, the surface condition of the majority of the existing roads was deemed to be adequate. However, the roads in the Study Area generally lack curb and gutter and sidewalks to facilitate safe non-vehicular transportation routes. Hills Farm Road on the southern boundary of the study area does not meet the rural minimum standards road classifications in Nebraska due to the lack of road shoulder and drainage ditches.

In the area south of Morningside Road, west of South Downing Street and north of Proctor Street, three parallel roads dead end without any cross connection or proper turn-a-round.

There are three railroad lines crossing streets in the study area in addition to the local railroad spurs serving the existing industrial businesses in the area.

All of the above factors contribute to a finding that the area contains a significant level of defective or inadequate street layout.

Faulty lot layout in relation to size, adequacy, accessibility, or usefulness

Conditions associated with accessibility/usefulness of lots

As stated before, a traditional transportation grid system was platted with a diagonal railroad. The usefulness of the angled lots along the railroad are limited due to their dimensions and acute angles. The traditional grid layout is also interrupted by the natural drainage and the Burlington Northern Railroad bisecting the western portion of the area on a north-south axis., which divides this area. As illustrated in Figure 5, Faulty Lot Layout, the lots and layouts vary and create disjointed pockets of development with some of the lots and limited access points.

The lot sizes and shape vary throughout the study area. Some lots are too narrow or too small and do not meet general current commercial/industrial development standards, while other lots are irregular in shape and make it difficult to site rectangular buildings efficiently. In addition, multiple lots lack street frontage and are considered "landlocked".

As a result of these factors, this area is considered to contain significant characteristics of faulty lot layout in relation to size, adequacy, accessibility, or usefulness

Figure 4: Study Area Road Conditions



Fremont, NE

Site Suitability
Area 3: Road Conditions

This map was prepared using information from record drawings supplied by JEO and/or other applicable city, county, federal, or public or private entities. JEO does not guarantee the accuracy of this map or the information used to prepare this map. This is not a scaled plot.

Created By: C. Sloss
Date: May 2016
Revised: NA
Software: ArcGIS 10.2
File: 160710.04

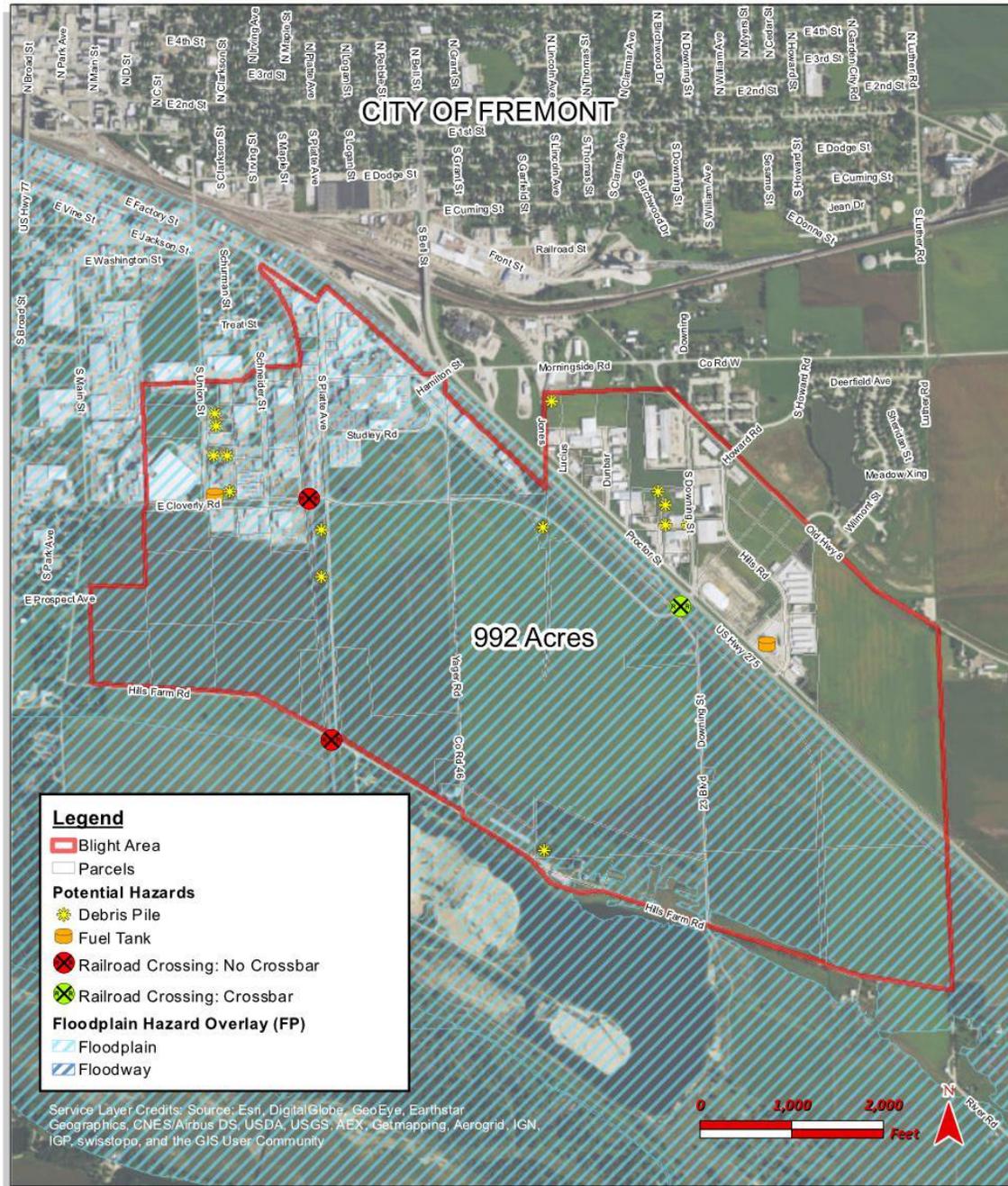


Unsanitary or unsafe conditions

Conditions which pose a threat to public health and safety

Multiple conditions exist in the study area which can pose a threat to public health and safety, as illustrated in Figure 6. These potential hazards include: the flood plain, debris piles, fuel tanks, standing water, and railroad crossings. In addition, the age of the structures and materials used in the construction of the older industrial buildings can pose a potential safety hazard to the general public.

Figure 6: Potential Hazards



<p>Fremont, NE</p> <p>Site Suitability Study Area 3: Potential Hazards</p>	<p>This map was prepared using information from record drawings supplied by JEO and/or other applicable city, county, federal, or public or private entities. JEO does not guarantee the accuracy of this map or the information used to prepare this map. This is not a scaled plot.</p>	<p>Created By: C. Sloss Date: May 2016 Revised: NA Software: ArcGIS 10.2 File: 160710.04</p>
---	---	--

Deterioration of site or other improvements

Debris

There were 13 examples of debris noted during the evaluation. There were examples of construction materials, junk cars, fuel tank storage, old railroad ties, felled trees and on-site storage of used materials.

Storm Drainage – With a substantial portion of the area in the 100-year flood plain and the open channel drainage, the Proposed Blight Area should have an additional analysis of storm drainage.

Dilapidated structures

A total of 36 deteriorating or dilapidated structures were documented in the study area.

Site Conditions

Many of the industrial sites are not hard surfaced lots and contain rocked or gravel areas for parking, drive aisles, and outdoor storage of materials.

Diversity of ownership

The total number of unduplicated owners

There are 42 different owners out of 92 properties.

Improper subdivision or obsolete platting

Parcels with improper or obsolete platting are identified on Figure 8, on page 19.

Obsolete platting

The lot sizes and shape vary throughout the study area. Some lots are too narrow or too small and do not meet general current commercial/industrial development standards, while other lots are irregular in shape and make it difficult to site rectangular buildings efficiently. In addition, antiquated railroad spurs are platted on several parcels where no spur currently exists.

Improper platting

Multiple lots have been part of improper platting, lack street frontage and are considered “land locked”.

The existence of conditions which endanger life or property

Sidewalk Conditions

There is a lack of sidewalks in the Proposed Blight Area.

Conflicting Land Use

There is a single family residence at 800 S Union Street that abuts industrial uses on three sides and an industrial building across the street. This conflicting land use can pose a threat to life or property to the residence.

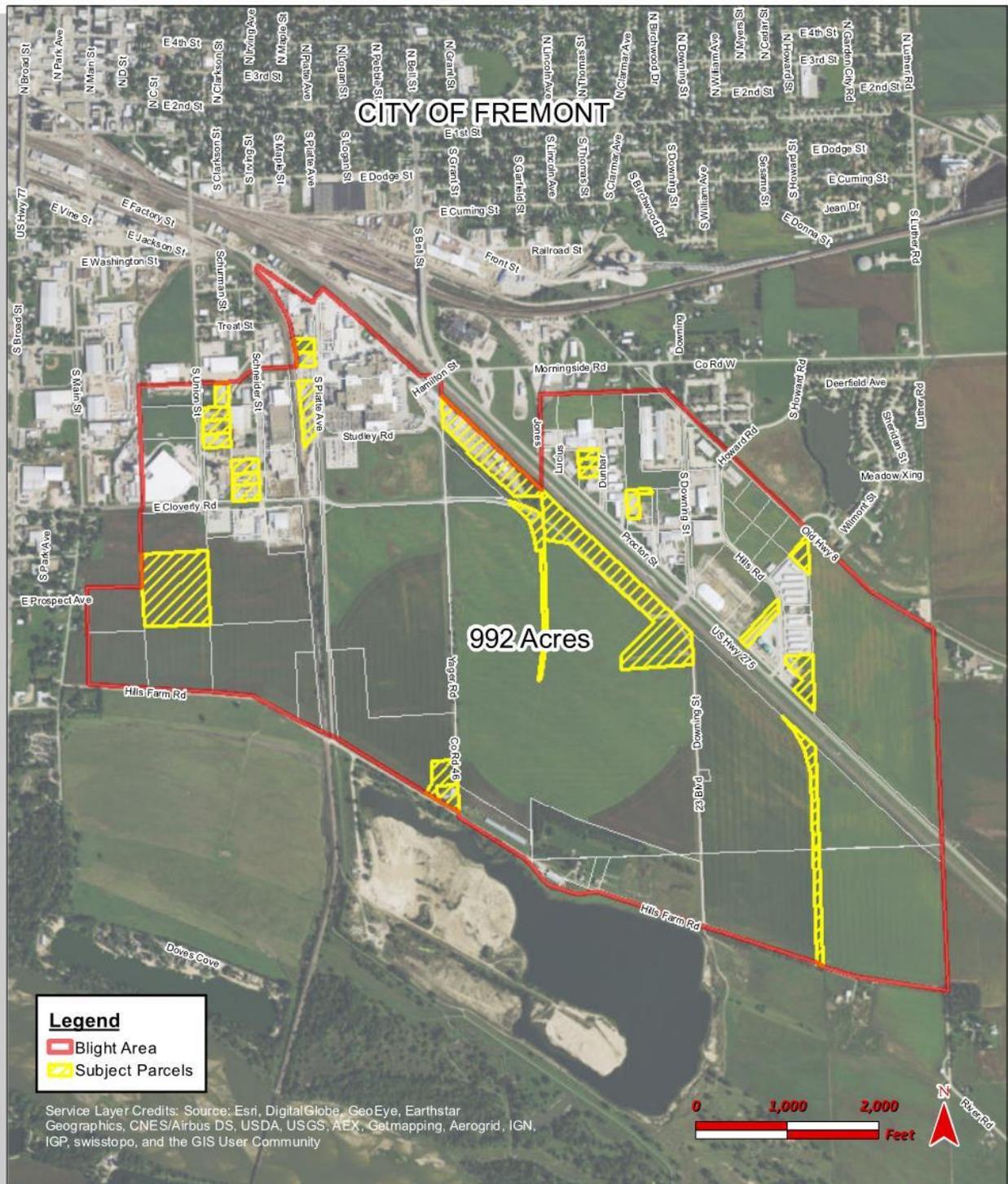
On-Site Storage

The storage of junk cars and other debris are evident within the Proposed Blight Area. These findings show a detriment to the neighborhood and should be evaluated for removal.

Floodplain

As shown in Figure 7, the 100-year flood plain poses a real threat to property damage and the safety to Fremont residents and business in the study area.

Figure 8, Improper Subdivision and Obsolete Platting



Legend
 [Red Outline] Blight Area
 [Yellow Hatching] Subject Parcels

Service Layer Credits: Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

0 1,000 2,000 Feet
 [North Arrow]

<p>Fremont, NE</p>	<p>This map was prepared using information from record drawings supplied by JEO and/or other applicable city, county, federal, or public or private entities. JEO does not guarantee the accuracy of this map or the information used to prepare this map. This is not a scaled plat.</p>	<p>Created By: C. Sloss Date: May 2016 Revised: NA Software: ArcGIS 10.2 File: 160710.04</p>	
<p>Site Suitability Study Area 3: Improper Subdivision/Obsolete Platting</p>			

Any combination of such factors, substantially impairs or arrests the sound growth of the community, retards the provision of housing accommodations or constitutes an economic or social liability

Economic and/or socially undesirable land uses

There are many factors that can be detrimental to the growth of this area. Development of properties located in a floodplain are required to complete the process for a LOMA (Letter of Map Adjustment) in order to remove structures from a floodplain. The necessary financial investment required to build on the subject parcels in the flood plain are a financial disadvantage.

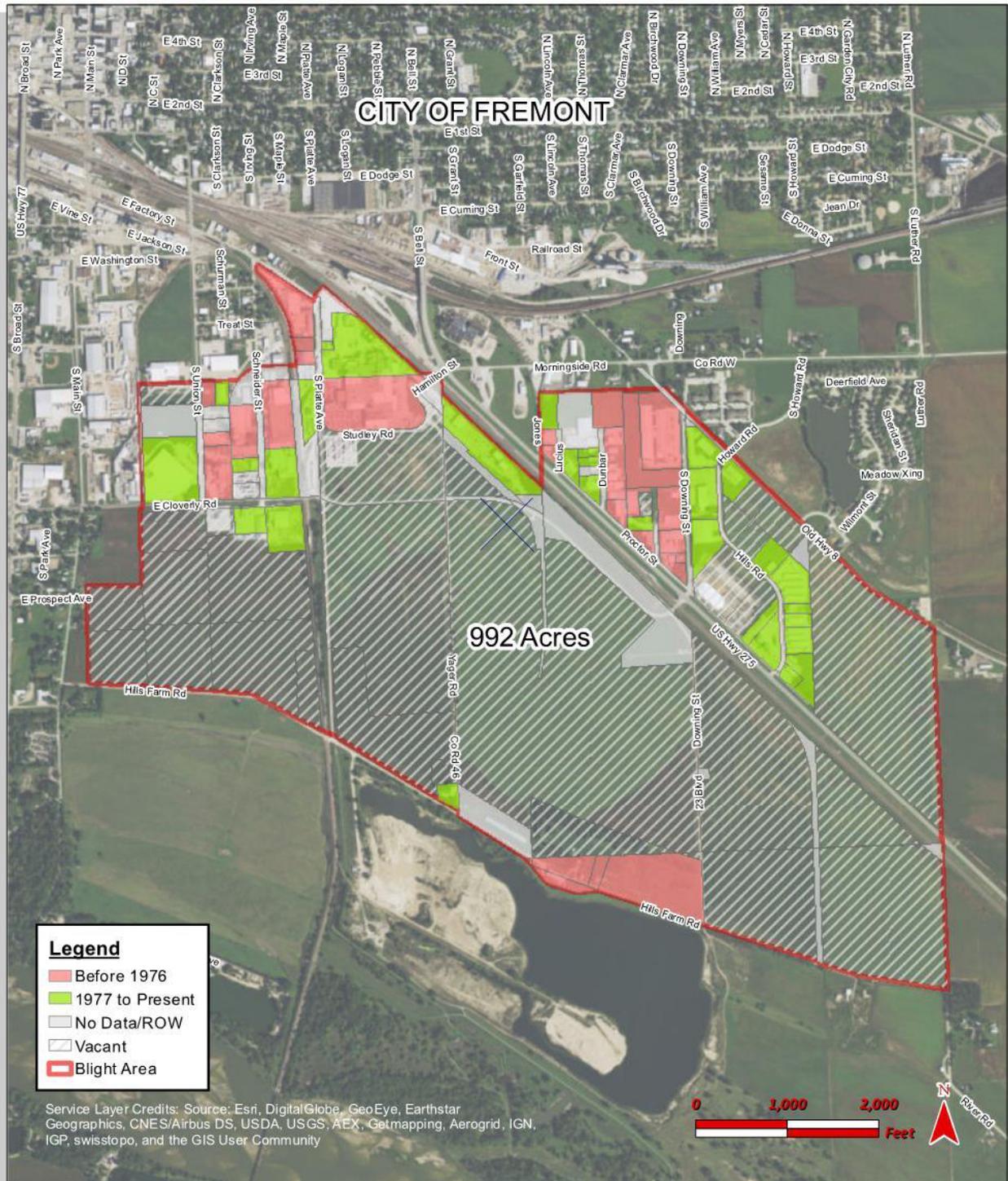
Is detrimental to the public health, safety, morals, or welfare in its present condition and use; and in which there is at least one of the following conditions:

The Average Age of the Residential or Commercial Units in the Area is at Least 40 Years

Commercial Structure Age

Figure 9 depicts the location and age of buildings within the study area. Information regarding the age of the permanent structures within the Designated Study Area was provided by the Dodge County Assessor's Office, GIS data, and verified during the field survey. According to the data received, the average age of the commercial structure is 41 years of age. Because of these findings, structure age in the area is considered to be a contributing factor to the blight and substandard conditions in the Proposed Blight Area.

Figure 9: Age of Structure



<p>Fremont, NE</p> <p>Site Suitability Study Area 3: Age of Structure</p>	<p>This map was prepared using information from record drawings supplied by JEO and/or other applicable city, county, federal, or public or private entities. JEO does not guarantee the accuracy of this map or the information used to prepare this map. This is not a scaled plot.</p>	<p>Created By: C. Sloss Date: May 2016 Revised: NA Software: ArcGIS 10.2 File: 160710.04</p>	
--	---	--	---

A ***substandard area*** shall mean an area in which there is a predominance of buildings or improvements, whether nonresidential or residential in character, which by reason of the following are:

Dilapidation/deterioration

As part of the Blight and Substandard Study, a Structural Conditions Survey was completed along with an analysis of the land use patterns in the Proposed Blight Area. The condition of the structures was analyzed and rated according to the schedule as defined by the U.S. Department of Housing and Urban Development (described in the *Eligibility Analysis Section*). See *Appendix A* for a visual description of the structures within the Study Area. A total of 64 structures were evaluated and 56% were deemed to be deteriorating or dilapidated. Structure condition is considered to be a contributing factor to the blight and substandard conditions in the Study Area. As a rule, the primary structure for each parcel within the Proposed Blight Area was evaluated. When possible, other ancillary structures were also evaluated.

Age or obsolescence

As shown in Figure 9, many of the buildings were built before 1976. The average age of structures in the Proposed Blight Area is 41 years old.

Inadequate provision for ventilation, light, air, sanitation, or open spaces

The area contains debris piles and junk cars which can lead to unwanted pests and unsanitary conditions, but not to the extent that it is deemed to be a significant substandard factor.

Other Substandard Conditions

The existence of conditions which endanger life or property

There is a lack of sidewalks in the Proposed Blight Area which may lead to dangerous conditions for pedestrians sharing the road with trucks and automobiles. Crosswalks are also absent at major intersections.

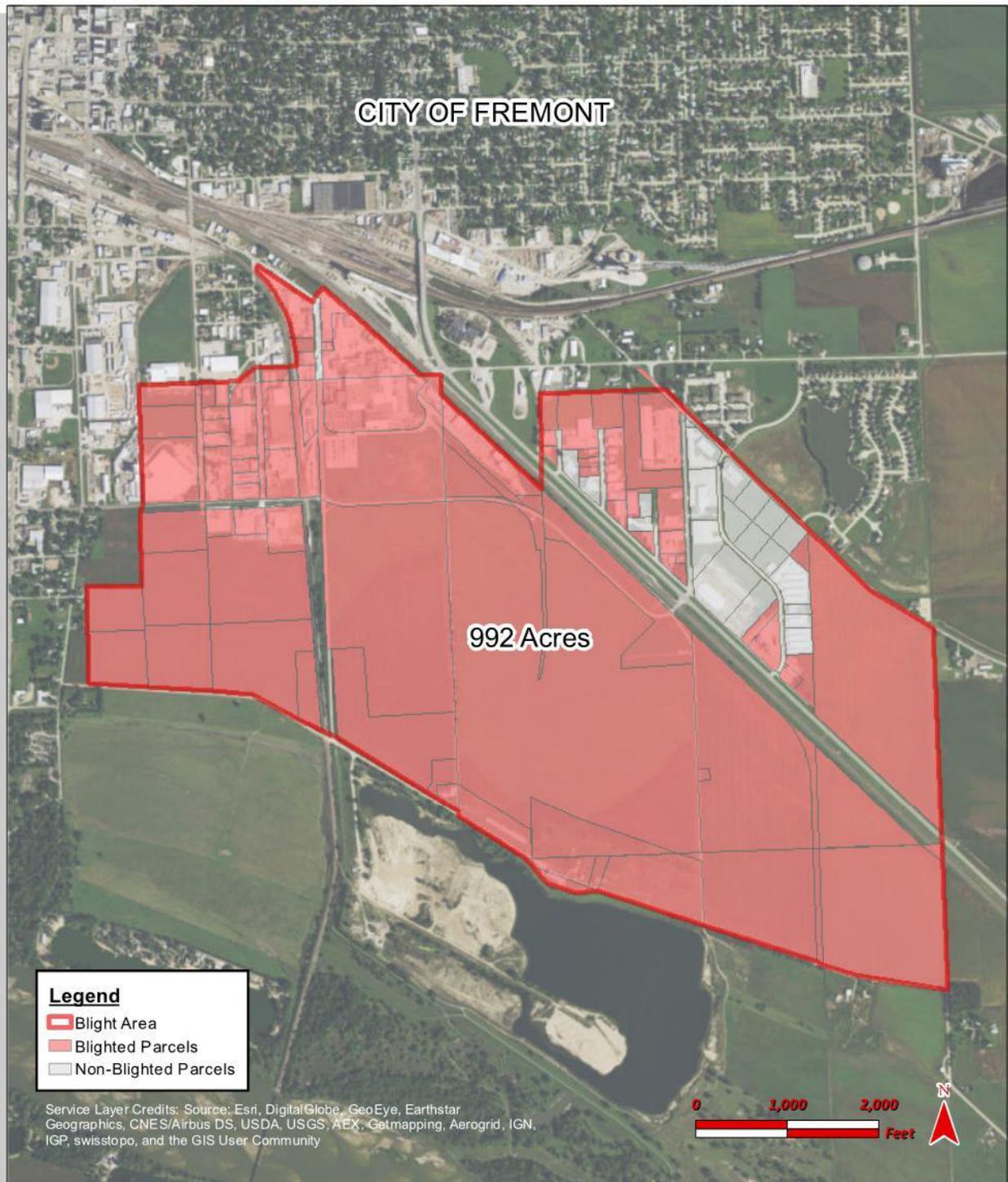
The storage of junked cars and other debris are evident within the Proposed Blight Area. These findings show a detriment to the neighborhood and should be evaluated for removal.

The 100-year floodplain exists for a number of properties in the Proposed Blight Area. Further study and projects can enhance this floodplain corridor to minimize the damage in the event of a hazardous event and potentially connect the residential developments that share this dividing corridor.

Any combination of such factors is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, and crime; is detrimental to the public health and safety

There are many factors that can be detrimental to the public health. Debris and deteriorating buildings can attract vermin while standing water can create mosquito habitat that can lead to transmission of disease. The age of buildings and materials used in older structures can pose a threat to the public health and safety as well as the lack of sidewalks and dangerous crossings at highway intersections. In addition, a main factor detrimental to public health and safety in this study is the 100-year floodplain.

Figure 10: Parcels with any Blight Conditions



Fremont, NE

Site Suitability Study
Area 3: Blighted Parcels

This map was prepared using information from record drawings supplied by JEO and/or other applicable city, county, federal, or public or private entities. JEO does not guarantee the accuracy of this map or the information used to prepare this map. This is not a scaled plot.

Created By: C. Sloss
Date: May 2016
Revised: NA
Software: ArcGIS 10.2
File: 160710.04



Blighted and Substandard Findings

The Proposed Blight Area has several items contributing to the Blight and Substandard Conditions. Based on the information collected and analyzed pursuant to Nebraska Revised State Statutes, the Proposed Blight Area has several items that were considered beyond the remedy and control of the normal regulatory process of the City of Fremont or impossible to reverse through the ordinary operations of private enterprise. Figure 10 illustrates the parcels that contain a blight or substandard condition identified in this study. These conditions include:

Blight Conditions

Blight Conditions Present

- A substantial number of deteriorated or deteriorating structures
- Diversity of ownership
- Existence of defective or inadequate street layout
- Faulty lot layout in relation to size, adequacy, accessibility, or usefulness
- Unsanitary or unsafe conditions
- Deterioration of site or other improvements
- Improper subdivision or obsolete platting
- The existence of conditions which endanger life or property by fire or other causes
- Any combination of such factors, substantially impairs or arrests the sound growth of the community, retards the provision of housing accommodations or constitutes an economic or social liability
- Is detrimental to the public health, safety, morals, or welfare in its present condition and use; and in which there is at least one of the following conditions:
 - The average age of the residential or commercial units in the area is at least 40 years

Blight Conditions NOT Present

- Detrimental to the public health, safety, morals, or welfare in its present condition and use; and in which there is at least one of the following conditions:
 - Unemployment in the designated area is at least one hundred twenty percent of the state or national average
 - More than half of the platted and subdivided property in an area is unimproved land that has been within the city for forty years and has remained unimproved during that time
 - The per capita income of the area is lower than the average per capita income of the city or village in which the area is designated
 - The area has had either stable or decreasing population based on the last two decennial censuses
- Tax or special assessment delinquency exceeding the fair value of the land (none identified)
- Defective or unusual conditions of title (none identified)

Substandard Conditions

Substandard Conditions Present

- Dilapidation or deterioration
- Age or obsolescence
- Other Substandard Conditions
 - The existence of conditions which endanger life or property by fire and other causes

Substandard Conditions NOT Present

- Inadequate provision for ventilation, light, air, sanitation, or open spaces
- Other Substandard Conditions
 - High density of population and overcrowding Any combination of such factors that is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, and crime, and is detrimental to the public health, safety, morals, or welfare.

Based upon the issues and conditions indicated from the survey of the Designated Study Area, there are sufficient criteria present to designate this Proposed Blight Area as blighted and substandard, as provided for in the Nebraska Revised Statutes.

Conclusion

A number of conditions within the Proposed Blight Area were evaluated during the field survey which contributed to blight and substandard conditions. The conditions showing evidence of blight are interspersed throughout the Proposed Blight Area, and as such, the boundaries of the Proposed Blight Area are recommended for further action.

It is the professional opinion of the consultant, based on the information collected and analyzed pursuant to Nebraska Revised State Statutes, that the Proposed Blight Area contains the required conditions that would warrant a designation as blighted and substandard by the City of Fremont and the Community Development Agency.

The City of Fremont should review this Blight and Substandard Study, and if satisfied with the findings contained in this Study, may, by resolution, designate the Proposed Blight Area as “Blighted and Substandard” as provided for in the Nebraska Community Law, making this Area available for redevelopment activities. The General Redevelopment Plan, when prepared, shall be developed in a manner consistent with the City of Fremont’s Comprehensive Development Plan.

Appendix A

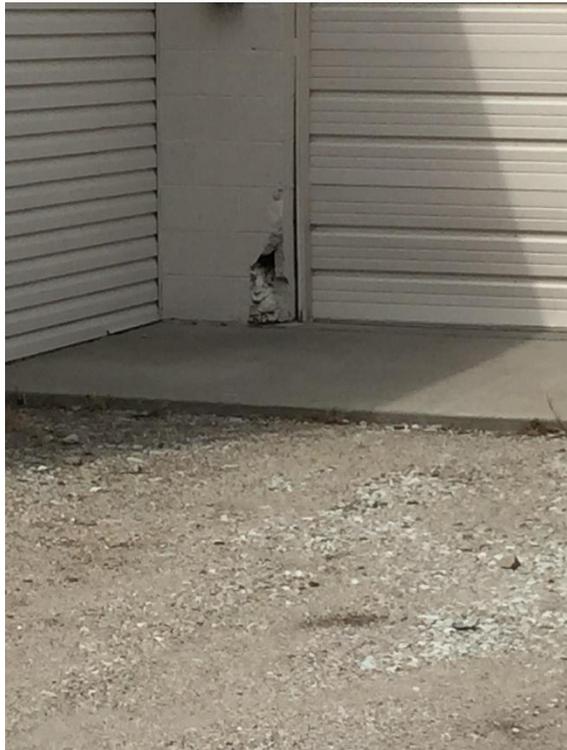
Visual Assessment – Site Photographs













**CITY COUNCIL OF THE
CITY OF FREMONT, NEBRASKA**

RESOLUTION NO. _____
(Blight and Substandard Declaration)

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREMONT,
NEBRASKA, DECLARING AN AREA WITHIN THE JURISDICTION OF THE CITY OF
FREMONT, NEBRASKA TO BE BLIGHTED AND SUBSTANDARD.**

WHEREAS, it is desirable and in the public interest of the City of Fremont, Nebraska (the “City”), to undertake and carry-out redevelopment projects in areas of the City that are determined to be substandard and blighted, as defined in the Nebraska Community Development Law, Neb. Rev. Stat. § 18-2101, et. seq., as amended (the “Act”), and in need of redevelopment;

WHEREAS, JEO Consulting Group, Inc. has prepared the Blight & Substandard Determination Study dated May 27, 2016 (the “Blight and Substandard Study”) for an area within the jurisdiction of the City legally described on the attached Exhibit “A”, which is incorporated by this reference (the “Proposed Blight Area”), copies of which are on file with the City Clerk of the City of Fremont;

WHEREAS, on June 27, 2016, the Planning Commission of the City reviewed the Blight and Substandard Study, and recommended that the Proposed Blight Area be declared a blighted and substandard area within the meaning of the Act;

WHEREAS, on July 12, 2016, the Community Development Agency of the City of Fremont (“CDA”) reviewed the Blight and Substandard Study, and recommended that the Proposed Blight Area be declared a blighted and substandard area within the meaning of the Act;

WHEREAS, on July 12, 2016, following the meeting of the CDA, the City Council held a public hearing relating to the question of whether the Proposed Blight Area is substandard and blighted and in need of redevelopment within the meaning of the Act;

WHEREAS, a notice of public hearing was published in the Fremont Tribune Newspaper on June 22, 2016 and June 29, 2016, the latter of which was at least ten (10) days prior to the time of the public hearing, which notice described the time, date, place and purpose of the hearing and specifically identified the area to be considered as substandard and blighted and in need of redevelopment;

WHEREAS, the City Council has reviewed the Blight and Substandard Study and the blight and substandard requirements set forth in the Act;

WHEREAS, the City Council has reviewed and discussed the recommendations received from the Planning Commission; and

WHEREAS, the City Council has duly considered all statements made and material submitted related to the submitted questions.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Fremont, as follows:

A. Substandard Declaration:

The City Council finds that:

1. The conditions set forth in the Blight and Substandard Study demonstrate sufficient evidence of substandard conditions in the Proposed Blight Area.
2. The Proposed Blight Area contains the following Substandard Conditions within the meaning of Neb. Rev. Stat. § 18-2103(10): dilapidation or deterioration, age or obsolescence, and the following other substandard conditions: the existence of conditions which endanger life or property by fire and other causes.

BE IT RESOLVED, that based on the findings listed in paragraphs 1 through 2 above, the City Council hereby declares that the Proposed Blight Area is a substandard area in need of redevelopment within the meaning of the Act and adopts the Blight and Substandard Study.

B. Blight Declaration:

The City Council further finds that:

1. The conditions set forth in the Blight and Substandard Study demonstrate sufficient evidence of blighted conditions in the Proposed Blight Area.
2. The Proposed Blight Area contains the following Blight Conditions within the meaning of Neb. Rev. Stat. §18-2103(11): a substantial number of deteriorated or deteriorating structures, diversity of ownership, existence of defective or inadequate street layout, faulty lot layout in relation to size, adequacy, accessibility, or usefulness, unsanitary or unsafe conditions, deterioration of site or other improvements, improper subdivision or obsolete platting, and the existence of conditions which endanger life or property by fire or other causes, which by any combination of such factors substantially impairs or arrests the sound growth of the community, retards the provision of housing accommodations or constitutes an economic or social liability, is detrimental to the public health, safety, morals, or welfare in its present condition and use, and the average age of the residential or commercial units in the area is at least 40 years.

BE IT RESOLVED, that based on the findings in paragraphs 1 through 2 above, the City Council hereby declares that the Proposed Blight Area is a blighted area in need of redevelopment within the meaning of the Act and adopts the Blight and Substandard Study.

DATED this 12th day of July, 2016.

CITY OF FREMONT, NEBRASKA

Mayor

ATTEST:

City Clerk

Exhibit "A"

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 25, TOWNSHIP 17 NORTH, RANGE 8 EAST OF THE 6TH P.M., DODGE COUNTY, NEBRASKA; THENCE NORTH ALONG THE EAST LINE OF SAID SECTION 25 TO THE CENTERLINE OF OLD HIGHWAY 8; THENCE WESTERLY ALONG THE CENTERLINE OF OLD HIGHWAY 8 TO THE NORTH LINE OF TAX LOT 20; THENCE WESTWARD ALONG SAID NORTH LINE EXTENDED TO THE CENTERLINE OF JONES STREET; THENCE SOUTHWARD ALONG THE CENTERLINE OF JONES EXTENDED TO THE SOUTH RIGHT OF WAY LINE OF THE RAILROAD; THENCE NORTHWESTERLY ALONG SAID SOUTH RIGHT OF WAY LINE TO THE EASTERLY LINE OF LOT 7-8, BLOCK 1, OF CLOVERLY SUBDIVISION; THENCE SOUTHWARD ON SAID EAST LINE TO THE CENTERLINE OF EAST FACTORY STREET; THENCE NORTHWESTERLY ALONG THE CENTERLINE OF EAST FACTORY STREET TO THE CENTERLINE OF SCHNEIDER STREET; THENCE SOUTHWARD ON SAID CENTERLINE TO THE NORTH RIGHT OF WAY LINE OF THE RAILROAD; THENCE SOUTHWARD ALONG SAID RIGHT OF WAY LINE TO THE NORTH LINE OF TAX LOT 514; THENCE WESTERLY TO THE NORTH LINE OF LOTS 20,21, & PT OF 22, NEW Q ADDITION; THENCE SOUTHWESTERLY ALONG SAID LINE TO THE INTERSECTION OF THE NORTHLINE, EXTENDED, OF LOT 26, NEW Q ADDITION; THENCE WESTERLY ON SAID NORTH LINE, EXTENDED, TO THE EAST LINE OF TAX LOT 82; THENCE SOUTH ALONG SAID EAST LINE EXTENDED, TO A POINT 850' SOUTH OF THE CENTERLINE OF CLOVERLY ROAD; THENCE WEST TO THE EAST LINE OF LOT 4, INGELWOOD VILLAGE; THENCE SOUTHERLY TO THE CENTERLINE OF HILLS FARM ROAD; THENCE EASTERLY ALONG SAID CENTERLINE TO THE INTERSECTION WITH THE EAST LINE OF SECTION 36, TOWNSHIP 17 NORTH, RANGE 8 EAST; THENCE NORTH ALONG SAID SECTION LINE, EXTENDED, TO THE POINT OF BEGINNING.

SPECIAL CITY COUNCIL MEETING

June 21, 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, Schaller and Anderson present. 8 Council Members present.

Consider a Resolution approving a form of Conditional Annexation Agreement, and authorizing the Mayor to execute the same, at such time as the City Council of the City of Fremont adopts and approves an ordinance to annex real properties located in 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. Moved by Council Member Kuhns seconded by Council Member Johnson to approve Resolution. Roll Call Vote. Council Members Bixby, Legband, Landholm, Johnson, Kuhns, Eairleywine, Schaller and Anderson voting Aye. 8 Ayes. Motion carried.

Consider a Resolution approving a form of Conditional Annexation Agreement, and authorizing the Mayor to execute the same, at such time as the City Council of the City of Fremont adopts and approves an ordinance to annex SID 4, said SID being located in the Roadway Subdivision 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. Moved by Council Member Eairleywine seconded by Council Member Legband to approve Resolution. Roll Call Vote. Council Members Bixby, Legband, Landholm, Johnson, Kuhns, Eairleywine, Schaller and Anderson voting Aye. 8 Ayes. Motion carried.

Public Hearing and 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. Mayor Getzschmen opened the public hearing. The public hearing was closed. Moved by Council Member Johnson seconded by Council Member Legband to introduce the Ordinance. Roll Call Vote. Council Members Bixby, Legband, Landholm, Johnson, Kuhns, Eairleywine, Schaller and Anderson voting Aye. 8 Ayes. Motion carried. The City Clerk gave first 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 by title.

Consider a Resolution approving a form of Conditional Annexation Agreement, and authorizing the Mayor to execute the same, at such time as the City Council of the City of Fremont adopts and approves an ordinance to annex 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. Moved by Council Member Kuhns seconded by Council Member Legband to amend resolution to correct parcel number #270065338. Roll Call Vote. Council Members Bixby, Legband, Landholm, Johnson, Kuhns, Eairleywine, Schaller and Anderson voting

Aye. 8 Ayes. Motion carried. Moved by Council Member Kuhns seconded by Council Member Johnson to approve Resolution. Roll Call Vote. Council Members Bixby, Legband, Landholm, Johnson, Kuhns, Eairleywine, Schaller and Anderson voting Aye. 8 Ayes. Motion carried.

Public Hearing and 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. Mayor Getzschmen opened the public hearing. Many residents and nonresidents spoke in opposition to and in support of the item. Moved by Council Member Schaller seconded by Council Member Eairleywine to accept resolutions/memorandum of support from the Fremont Area Chamber of Commerce, Fremont Area Young Professionals, Greater Wahoo Development Foundation, Nebraska Farm Bureau Federation, Nebraska Department of Agriculture, Nebraska Department of Economic Development, and Avian Influenza Industry Fact Sheet from the Nebraska Department of Agriculture. Roll Call Vote. Council Members Bixby, Legband, Landholm, Johnson, Kuhns, Eairleywine, Schaller and Anderson voting Aye. 8 Ayes. Motion carried. The public hearing was closed after 140 minutes of testimony. Moved by Council Member Kuhns seconded by Council Member Legband to introduce the Ordinance. Roll Call Vote. Council Members Bixby, Legband, Landholm, Johnson, Kuhns, Eairleywine, Schaller and Anderson voting Aye. 8 Ayes. Motion carried. The City Clerk gave first 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 by title.

Public Hearing and 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. Mayor Getzschmen opened the public hearing. The public hearing was closed. Moved by Council Member Kuhns seconded by Council Member Legband to introduce the Ordinance. Roll Call Vote. Council Members Bixby, Legband, Landholm, Johnson, Kuhns, Eairleywine, Schaller and Anderson voting Aye. 8 Ayes. Motion carried. The City Clerk gave first 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 by title.

Moved by Council Member Eairleywine seconded by Council Member Johnson to adjourn the meeting. Roll call vote: 8 ayes. Motion carried. Meeting adjourned at 9:31 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

CITY COUNCIL MEETING
June 28, 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, Schaller and Anderson present. 8 Council Members present.

Mayor Getzschman opened the public hearing for 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. Mayor Getzschman closed the public hearing. Moved by Member Kuhns seconded by Member Anderson to introduce the Ordinance. Roll Call Vote. Members Legband, Landholm, Johnson, Kuhns, Eairleywine, Schaller, Anderson and Bixby voting Aye. 8 Ayes. Motion carried. City Clerk provided first reading by title.

Moved by Council Member Eairleywine seconded by Council Member Legband to approve items 5 through 7, 9 through 14, and 15 through 16 of the Consent Agenda. Roll Call Vote. Council Members Bixby, Legband, Landholm, Johnson, Kuhns, Eairleywine, Schaller and Anderson voting Aye. 8 Ayes. Motion carried.

5. Dispense with and approve June 14, 2016 minutes
6. Approval of June 15 through June 28, 2016 claims
7. Resolution to allow consumption of alcohol on City property (Titan Machinery)
9. Resolution for contract renewal from GIS Workshop
10. Resolution to accept the service agreement to implement Text –to-911 capabilities for the Fremont/Dodge County 911 Center
11. Resolution allowing Mayor to sign Motorola change order
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
13. Local Option Review Team Board appointments (Jennifer Bixby / elected) (Rich Oliva / at large, Rob George / at large) (Bill Vobejda / GFDC)
14. Receive May Financial Statements
16. Consider Resolution to award purchase of GIS and GPS surveying equipment from A&D Technical Supply Co. for \$32,013
17. Consider Resolution to award coal combustion residuals marketing agreement to Nebraska Ash Company

Resolution to appoint Brian Newton as interim City Administrator authorizing official bond and authorization to sign checks. Moved by Council Member Schaller seconded by Council Member Legband to receive resolution from Dianne Brown. Roll Call Vote. Council Members Bixby, Legband, Landholm, Johnson, Kuhns, Eairleywine, Schaller and Anderson voting Aye. 8 Ayes. Motion carried. Moved by Council Member Johnson seconded by Council Member Bixby to appoint Brian Newton as interim City Administrator authorizing official bond and authorization to sign checks. Roll Call Vote. Council Members Bixby, Legband, Landholm, Johnson, Kuhns, Eairleywine, Schaller and Anderson voting Aye. 8 Ayes. Motion carried.

Creative Collective request to move Artisan Market to 6th St. between Park Ave. and Main St. Moved by Council Member Schaller seconded by Council Member Kuhns to approve Creative Collective request to move Artisan Market to 6th St. between Park Ave. and Main St. Roll Call Vote. Council Members Bixby, Legband, Landholm, Johnson, Kuhns, Eairleywine, Schaller and Anderson voting Aye. 8 Ayes. Motion carried.

Final reading of Ordinance approving a request of Ed Christoffersen, on behalf of JDJ Investments for approval of a Voluntary Annexation Petition. The City Clerk gave final reading of Ordinance approving a request of Ed Christoffersen, on behalf of JDJ Investments for approval of a Voluntary Annexation Petition. Roll Call Vote. Council Members Bixby, Legband, Landholm, Johnson, Kuhns, Eairleywine, Schaller and Anderson voting Aye. 8 Ayes. Ordinance carried.

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. The City Clerk gave 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. Roll Call Vote. Council Members Bixby, Legband, Landholm, Johnson, Kuhns, Eairleywine, Schaller and Anderson voting Aye. 8 Ayes. Ordinance carried.

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. The City Clerk gave 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. Roll Call Vote. Council Members Bixby, Legband, Landholm, Johnson, Kuhns, Eairleywine, Schaller and Anderson voting Aye. 8 Ayes. Ordinance carried.

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. The City Clerk gave 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. Roll Call Vote. Council Members Bixby, Legband, Johnson, Kuhns, Eairleywine and Anderson voting Aye. Landholm and Schaller voting Nay. 6 Ayes. Ordinance carried.

Second reading of Ordinance to amend Subdivision Ordinance related to providing for drainage of subdivision lots. The City Clerk gave second reading of Ordinance to amend Subdivision Ordinance related to providing for drainage of subdivision lots by title.

Continuation of request for 2449 East 16th Street drive encroachment request. Moved by Council Member Bixby seconded by Council Member Johnson to waive 5 ft. radius requirement. Roll Call Vote. Council Members Bixby, Legband, Landholm, Johnson, Kuhns, Eairleywine, Schaller and Anderson voting Aye. 8 Ayes. Motion carried.

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. The City Clerk gave 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 by title.

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. Many residents and nonresidents spoke in opposition to and in support of the item. Moved by Council Member Anderson seconded by Council Member Schaller to accept Greater Fremont Development Council Costco/Lincoln Premium Poultry Project Community Outreach Report. Roll Call Vote. Council Members Bixby, Legband, Landholm, Johnson, Kuhns, Fairleywine, Schaller and Anderson voting Aye. 8 Ayes. Motion carried. Comments from the public concluded after approximately 80 minutes. The City Clerk gave 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 by title.

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. The City Clerk gave 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 by title.

Moved by Council Member Landholm seconded by Council Member Schaller to adjourn the meeting. Roll call vote: 8 ayes. Motion carried. Meeting adjourned at 9:06 p.m.

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

Tyler Ficken, City Clerk

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: TYLER FICKEN, CITY CLERK

DATE: July 7, 2016

SUBJECT: CEMENT/ASPHALT/EXCAVATION APPLICATIONS

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

Business

Fauss Construction Inc.

Applicant

Rayme Fauss

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

#

CITY OF
FREMONT
NEBRASKA PATHFINDERS

LICENSE APPLICATION

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

TO THE FREMONT MAYOR AND COUNCIL:

The undersigned does hereby make application for license as Rayme Fauss

License should be issued to Rayme Fauss

License shall be used by applicant as the sole owner of business, which will be conducted under the name of Fauss Construction Inc. at 1059 County Road 20, Hooper, NE 68031

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

Applicant telephone number at place of business or where can be reached 402-654-3392

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

I have had 35 years of practical experience in this type of work at the following places (Cover the last five years)

Cedar Bluffs School Gym Entry renovation, City of Blair - public works building addition, City of Omaha addition to City Maintenance building, West Point Public Schools, two bus barns, Dodge County Maintenance facility, new construction. First Nebraska Bank, Valley, NE

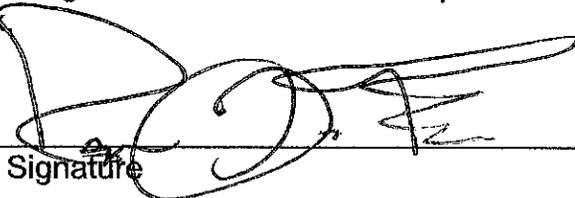
I have the following technical education: _____

I give you the following references: Mike Arps, Arps Red-I-Mix 402-721-8181, Clark Boschult, 402-720-5719 Lydell Woodbury, 402-649-0614,

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

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

Dated June 24, 2016


Signature

United States Citizenship Attestation Form

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

X I am a citizen of the United States.

OR

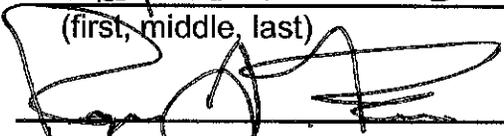
_____ I am a qualified alien under the federal Immigration and Nationality Act, my immigration status and alien number are as follows:

_____ and I agree to provide a copy of my USCIS documentation upon request.

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

DATE OF BIRTH July 22, 1960

PRINT NAME Raymon Lane Fauss
(first, middle, last)

SIGNATURE 

DATE June 24, 2016

No Material Discrepancies exist as verified by SAVE.

Verified on: _____ by: _____

STAFF REPORT

TO: Honorable Mayor and City Council
Board of Public Works

FROM: Brian Newton, General Manager

DATE: June 27, 2016

SUBJECT: Two Factor Authentication

Recommendation: Approve resolution to award proposal for two factor authentication to 2FA.

Background: Project consists of the equipment, software, and professional services necessary to incorporate two factor network authentication to strengthen network security and meet compliancy standards.

Bid Date 6/20/2016

Bidder	2FA	Prime Communication	CenturyLink	Kidwell
Total Bid	\$53,342.00	\$101,340.51	\$109,900.00	\$115,000.00

Proposals from Prime Communication, Centurylink, and Kidwell are all using the same subcontractor in their proposals: Axiad IDS. 2FA Inc. is a software and services company similar to Axiad IDS but in this case they are acting as the General Lead for this project unlike the other proposals. The single biggest difference in cost between the proposal types is the amount of hours needed for professional services for implementation. The 2FA proposal is more flexible in regards to tiering its authentication levels and less complicated when implementing the proposal, thus the lower cost. All proposals are subject to a Proof of Concept before they will be fully implemented at no cost to the City of Fremont and Department of Utilities to prove that their solution works as intended.

Fiscal Impact: Estimated total cost for the Two Factor Authentication Project is \$53,342.00 to be split 50/50 between DU and City. Estimated annual maintenance and support of \$4,977.00 per year after initial year.

RESOLUTION NO. _____

A Resolution of the City Council of the City of Fremont, Nebraska, accepting and awarding the proposal of 2FA Inc. for two factor authentication hardware, software, and professional services in the amount of \$53,342.00.

WHEREAS, the City of Fremont sought and received proposals for the purchase of hardware, software and professional services for two factor authentication; and,

WHEREAS, the Board of Public Works has reviewed the proposals received and recommends the proposal of 2FA Inc. be accepted as the best proposal for the equipment, software, and professional services for two factor authentication in the amount of \$53,342.00, provided the company successfully completes the Proof of Concept stipulated in the request for proposal.

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 proposal for equipment, software, and professional services for two factor authentication in the amount of \$53,342.00 to 2FA Inc., provided the company successfully completes the Proof of Concept stipulated in the request for proposal.

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: July 7, 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 FREMONT AREA CHAMBER OF COMMERCE, I respectfully request permission
Organization or Individual

to consume alcohol beverages on 12-31-16 at AUDITORIUM
Date Location

for a PERMATHC
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:

STAN DARLING BD. CHAIR.

Print Name

116 E 6th ST. FREMONT

Address City State & Zip

[Signature]

Signature

402-841-8605

Phone

CITY OF
FREMONT
NEBRASKA PATHFINDERS

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

FAX OR MAIL THE FORM:

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

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

On behalf of Erika DeLasancho, I respectfully request permission
Organization or Individual

to consume alcohol beverages on 10/29/2010 at CHR. FIELDS
Date Location

for a Quinceañera
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:

Erika DeLasancho N.
Print Name

Erika DeLasancho
Signature

1015 N. Pierce St #41
Address City State & Zip

402 317 9438
Phone

Fremont, NE 68025

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 Taylor Ruzicka, I respectfully request permission
Organization or Individual

to consume alcohol beverages on 07.22.2017 at Christensen Field
Date Location

for a Wedding.
Type of Event

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



Christensen Field



City Auditorium

I understand that I must contract with a retail liquor license holder to procure a **special designated permit** from the City Council and the Nebraska Liquor Control Commission. The City Council meets the 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:

Taylor Ruzicka
Print Name

Taylor Ruzicka
Signature

1942 Ash St. Ashland, NE 68003
Address City State & Zip

402.317.1848
Phone

CITY OF
FREMONT
NEBRASKA PATHFINDERS

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

FAX OR MAIL THE FORM:

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

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

On behalf of Sportsman Shoot, I respectfully request permission
Organization or Individual

to consume alcohol beverages on 10/13/16 at Christensen Field
Date Location

for a Sportsman Shoot
Type of Event

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

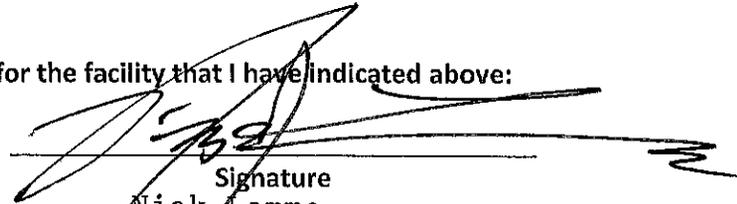
Christensen Field

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:

Sportsman Shoot
Print Name


Signature

81 W 5th Street Fremont, NE 68025
Address City State & Zip

402/721-6160
Phone

RESOLUTION NO.

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

<u>Requestor:</u>	<u>Date:</u>	<u>Purpose:</u>	<u>City Property</u>
Fremont Area Chamber of Commerce	12-31-2016	Customer Event	City Auditorium
Erica Delasancha	10-29-2016	Quinceanera	Christensen Field
Taylor Ruzicka	7-22-2017	Wedding	Christensen Field
Sportsman Shoot	10-31-2016	Sportsman Shoot	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: TYLER FICKEN, CITY CLERK

DATE: July 7, 2016

SUBJECT: SPECIAL DESIGNATED PERMIT

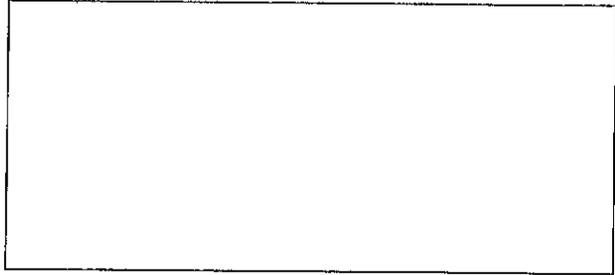
Recommendation: Move to approve Resolution

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

(911115) Dan or Lori Bunn

APPLICATION FOR SPECIAL DESIGNATED LICENSE

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



DO YOU NEED POSTERS? YES ___ NO X

NON PROFIT APPLICANTS
(Check one that best applies)

Municipal ___ Political ___ Fine Arts ___ Fraternal ___ Religious ___ Charitable ___ Public Service

LIQUOR LICENSE HOLDERS

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

CK - 25157

COMPLETE ALL QUESTIONS

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

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

NAME: Merry Martin's Lounge

ADDRESS: 739 3rd St.

CITY Dodge ZIP 68633

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

BUILDING NAME Fremont City Auditorium

ADDRESS: 929 N. Broad CITY Fremont

ZIP 68625 COUNTY and COUNTY # Dodge #5

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

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

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

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

Date <u>8-27-16</u>	Date	Date	Date	Date	Date
<u>Hours</u> From <u>5:00</u>	<u>Hours</u> From	<u>Hours</u> From	<u>Hours</u> From	<u>Hours</u> From	<u>Hours</u> From
To <u>12:00</u>	To	To	To	To	To

a. Alternate date: _____

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

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

Dance Reception Fund Raiser _____ Beer Garden _____ Sampling/Tasting _____

Other _____

6. Description of area to be licensed

Inside building, dimensions of area to be covered IN FEET 150' x 75'
(not square feet or acres)

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

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

If outdoor area, how will premises be enclosed?

___ Fence; ___ snow fence ___ chain link ___ cattle panel
___ other _____

___ Tent

7. How many attendees do you expect at event? 300

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

Security Provided by wedding party

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

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

10. Where will you be purchasing your alcohol?

Wholesaler Retailer _____ Both _____ BYO _____
(includes wineries)

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

If so, describe activity _____

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

12. Any other information or requests for exemptions: _____

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

Print name of Event Supervisor Rhonda Hanners

Signature of Event Supervisor Rhonda Hanners

Event Supervisor phone: Before 402-679-5586 During 402-679-5586
Email address _____

Consent of Authorized Representative/Applicant

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

sign here David Brester Owner 7-4-16
Authorized Representative/Applicant Title Date

David Brester
Print Name

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

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

RESOLUTION NO.

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

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

<u>Requestor:</u>	<u>Date:</u>	<u>Purpose:</u>	<u>Property</u>
Merry Martini Lounge	8-27-2016	Dance Reception	City Auditorium

PASSED AND APPROVED THIS 12th DAY OF JULY, 2016

Scott Getzschman, Mayor

ATTEST:

Tyler Ficken, City Clerk

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Jody Sanders, Director of Finance

DATE: July 8, 2016

SUBJECT: Report of Treasury

Recommendation: Move to receive Report of the Treasury

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

Fiscal Impact: None.

City of Fremont
 Report of Treasury - Cash and Investment Bank Balances
 June 30, 2016

Account Name	Statement ending balances						
	First National Bank - Fremont	First State Bank	Pinnacle Bank of Fremont	Cornerstone Bank, Columbus	NE Land National Bank, North Platte	Nebraska Public Investment Trust	BAN- CORP
Governmental							
<u>Checking/Money Market</u>							
City Treasurer	\$ 5,310,708						
City Treasurer-M Mkt	\$ 5,569,911						
City Treasurer						\$ -	
Special Revenue		\$ 12,017					
Econ Development -						\$ -	
Infrastructure - Sales Tax						\$ -	
Insured M MKT ** -Sales Tax		\$ 3,902,844					
Public Safety - Sales Tax						\$ 1,003,888	
Streets - Sales Tax						\$ 199,014	
Streets - M Mkt			\$ 388,894				
Tax Relief - Sales Tax						\$ -	
Community Development Agy	\$ 163,649						
Keno			\$ 100,479				
Keno - Npait M Mkt						\$ -	
CDBG Clearing	\$ 19,869						
E911	\$ 231,172						
Drug Task	\$ 50,659						
Employee Benefits			\$ 1,341,319				
Employee Benefits							\$ 9,633
Total Checking/Money Market	\$ 11,345,968	\$ 3,914,860	\$ 1,830,692	\$ -	\$ -	\$ 1,202,902	\$ 9,633
<u>CD Investments</u>							
General fund	\$ 24,174		\$ 6,250,000				
Sales Tax/Infrastructure fund			\$ 5,100,000				
Sales Tax/Streets fund	\$ 1,000,000		\$ 1,850,000				
Sales Tax/LB840 fund			\$ 3,500,000				
Street fund			\$ 2,350,000		\$ 500,000	\$ 1,000,000	
KENO fund			\$ 495,000				
Trust Fund			\$ 125,000		\$ 50,000		
E911			\$ 100,000				
Special assessment Fund			\$ 1,000,000				
Employee Benefits	\$ 850,000		\$ -				
Work Comp	\$ 650,000		\$ -				
Total CD Investments	\$ 2,524,174	\$ -	\$ 20,770,000	\$ -	\$ 550,000	\$ 1,000,000	\$ -
Total Governmental deposits	\$ 13,870,142	\$ 3,914,860	\$ 22,600,692	\$ -	\$ 550,000	\$ 2,202,902	\$ 9,633
					Grand total	\$ 43,148,230	

City of Fremont
 Report of Treasury - Cash and Investment Bank Balances
 June 30, 2016

Account Name	Statement ending balances						
	First National Bank - Fremont	First State Bank	Pinnacle Bank of Fremont	Cornerstone Bank, Columbus	NE Land National Bank, North Platte	Nebraska Public Investment Trust	BAN-CORP
Proprietary Funds							
<u>Checking/Money Market</u>							
Combined Utilities Fund	\$ 8,295,027						
Electric Fund	\$ 2,066,716						
Comb Util Funds/Construction	\$ 1,508,548						
Electric Funds						\$ 1,203,386	
Water Project Bond Acct	\$ 80,221						
Department of Utilities			\$ 665,957				
Sewer Improvement	\$ 3,379						
Sewer Funds						\$ 300,946	
Gas Fund						\$ 1,725,802	
Electric Fund				\$ 100			
Total Checking/Money Market	\$ 11,953,891	\$ -	\$ 665,957	\$ 100	\$ -	\$ 3,230,133	\$ -
<u>CD Investments</u>							
Electric	\$ 3,852,800		\$ 15,000,000	\$ -	\$ 2,096,000		
Water			\$ 875,000				
Sewer			\$ 5,375,000				
Gas	\$ 1,500,000		\$ 2,500,000				
Total CD Investments	\$ 5,352,800	\$ -	\$ 23,750,000	\$ -	\$ 2,096,000	\$ -	\$ -
Total Proprietary deposits	\$ 17,306,691	\$ -	\$ 24,415,957	\$ 100	\$ 2,096,000	\$ 3,230,133	\$ -
					Grand total	\$ 47,048,880	
Grand total, all funds	\$ 31,176,833	\$ 3,914,860	\$ 47,016,649	\$ 100	\$ 2,646,000	\$ 5,433,035	\$ 9,633
					Grand total	\$ 90,197,110	

STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Jody Sanders, CPA, Director of Finance
DATE: July 8, 2016
SUBJECT: Claims

Recommendation: Move to approve June 29 through July 12, 2016 claims and authorize checks to be drawn on the proper accounts.

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

Fiscal Impact: Claims total \$914,680.04.

EAL DESCRIPTION: EAL: 06302016 SHEETSJ

PAYMENT TYPES

Checks Y
EFTs Y
ePayables Y

VOUCHER SELECTION CRITERIA

Voucher/discount due date 06/30/2016
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 06/30/2016

PROGRAM: GM339L

AS OF: 06/30/2016

PAYMENT DATE: 06/30/2016

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
0006466 20160630	00 PR0630	CREDIT BUREAU SERVICES INC	00	06/29/2016	001-0000-201.00-00	PAYROLL SUMMARY	CHECK #: 81186	148.87-
						VENDOR TOTAL *	.00	148.87-
0005484 20160630	00 PR0630	NEBR DEPT OF REVENUE - GARNISHMENT	00	06/29/2016	001-0000-201.00-00	PAYROLL SUMMARY	CHECK #: 81190	435.75-
						VENDOR TOTAL *	.00	435.75-
9999999 063016	00 NORDBOE	NORDBOE, JERRY	00	06/30/2016	001-0000-201.00-00	JERRY NORDBOE/REIMBURSMNT	435.75	
						VENDOR TOTAL *	435.75	
9999999 063016	00 TRENT	TRENT, SHANA	00	06/30/2016	001-0000-201.00-00	SHANA TRENT/REIMBURSEMENT	148.87	
						VENDOR TOTAL *	148.87	
		00 General Fund				BANK TOTAL *	584.62	584.62-

PROGRAM: GM339L

AS OF: 06/30/2016

PAYMENT DATE: 06/30/2016

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						
06/29/16	MANUAL000589		01	06/29/2016	060-0660-442.70-01	06/29/16 MANUAL CLAIMS	CHECK #: 100789	84,109.89
06/29/16	MANUAL000590		01	06/29/2016	060-0660-443.70-01	06/29/16 MANUAL CLAIMS	CHECK #: 100789	11,428.64
06/29/16	MANUAL000591		01	06/29/2016	060-0660-444.70-01	06/29/16 MANUAL CLAIMS	CHECK #: 100789	604.31
06/29/16	MANUAL000592		01	06/29/2016	060-0660-391.02-00	06/29/16 COBRA	CHECK #: 100789	858.00-
06/29/16	MANUAL000593		01	06/29/2016	060-0660-391.03-00	06/29/16 COBRA	CHECK #: 100789	55.00-
VENDOR TOTAL *							.00	95,229.84
01 Employee Benefits			BANK TOTAL *				.00	95,229.84
HAND ISSUED TOTAL ***								94,645.22
TOTAL EXPENDITURES ****							584.62	94,645.22
GRAND TOTAL *****								95,229.84

EAL DESCRIPTION: EAL: 06292016 SHEETSJ

PAYMENT TYPES

Checks Y
EFTs Y
ePayables Y

VOUCHER SELECTION CRITERIA

Voucher/discount due date 06/30/2016
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

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
0000584 20160630	00 PR0630	CEI	00	06/30/2016	001-0000-201.00-00	PAYROLL SUMMARY	EFT:	3,521.65
						VENDOR TOTAL *	.00	3,521.65
0006518 20160630	00 PR0630	COATES, RICK (CREDITOR)	00	06/30/2016	001-0000-201.00-00	PAYROLL SUMMARY	22.53	
						VENDOR TOTAL *	22.53	
0006466 20160630	00 PR0630	CREDIT BUREAU SERVICES INC	00	06/30/2016	001-0000-201.00-00	PAYROLL SUMMARY	148.87	
						VENDOR TOTAL *	148.87	
0005156 20160602 20160602 20160630	00 PR0602 PR0602 PR0630	CREDIT MANAGEMENT SERVICES-DODGE CO	00	06/01/2016 06/30/2016 06/30/2016	001-0000-201.00-00 001-0000-201.00-00 001-0000-201.00-00	PAYROLL SUMMARY PAYROLL SUMMARY PAYROLL SUMMARY	CHECK #: 80944 387.92 100.58	582.02-
						VENDOR TOTAL *	488.50	582.02-
0004234 20160630	00 PR0630	DEPARTMENT OF UTILITIES C S	00	06/30/2016	001-0000-201.00-00	PAYROLL SUMMARY	EFT:	1,704.76
						VENDOR TOTAL *	.00	1,704.76
0005193 20160630	00 PR0630	DEPARTMENT OF UTILITIES PAYROLL	00	06/30/2016	001-0000-201.00-00	PAYROLL SUMMARY	EFT:	55,512.49
						VENDOR TOTAL *	.00	55,512.49
0004629 20160630	00 PR0630	INTERNAL REVENUE SERVICE **EFT**	00	06/30/2016	001-0000-201.00-00	PAYROLL SUMMARY	88,431.91	
						VENDOR TOTAL *	88,431.91	
0005477 20160630	00 PR0630	LAUGHLIN TRUSTEE, KATHLEEN A	00	06/30/2016	001-0000-201.00-00	PAYROLL SUMMARY	428.00	
						VENDOR TOTAL *	428.00	
0005484 20160630	00 PR0630	NEBR DEPT OF REVENUE - GARNISHMENT	00	06/30/2016	001-0000-201.00-00	PAYROLL SUMMARY	435.75	
						VENDOR TOTAL *	435.75	
		00 General Fund				BANK TOTAL *	89,955.56	60,156.88

PROGRAM: GM339L

AS OF: 06/30/2016

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						
06/27/16	MANUAL000588		01	06/27/2016	060-0660-444.70-01	06/27/16 AUTO CLAIMS	CHECK #: 100788	2,240.33
						VENDOR TOTAL *	.00	2,240.33
			01	Employee Benefits		BANK TOTAL *	.00	2,240.33
						HAND ISSUED TOTAL ***		1,658.31
						EFT/EPAY TOTAL ***		60,738.90
						TOTAL EXPENDITURES ****	89,955.56	62,397.21
					GRAND TOTAL	*****		152,352.77

Prepared 6/29/16, 11:24:50
Pay Date 6/30/16
Primary FIRST NATIONAL BANK

CITY of FREMONT
Direct Deposit Register

Account Number	Employee Name	Social Security	Deposit Amount
-------------------	---------------	--------------------	-------------------

Final Total 267,668.74 Count 308

CITY OF FREMONT
ELECTRONIC WITHDRAWAL LIST

FOR CITY COUNCIL MEETING: 7/12/16

AJ	WITHDRAWAL				WITHDRAWAL
GROUP NO	VENDOR NAME	DATE	ACCOUNT NO	ITEM DESCRIPTION	AMOUNT
3812	TSYS MERCHANT SOLUTIONS	07/06/16	001-1003-415.20-99	CREDIT CARD FEES	180.93
3812	TSYS MERCHANT SOLUTIONS	07/06/16	001-1003-415.20-99	CREDIT CARD FEES	135.40
3812	TSYS MERCHANT SOLUTIONS	07/06/16	001-2029-451.20-99	CREDIT CARD FEES	687.11
3812	TSYS MERCHANT SOLUTIONS	07/06/16	001-2042-440.20-99	CREDIT CARD FEES	0.00
				TOTAL EXPENDITURES	1,003.44

EAL DESCRIPTION: EAL: 07072016 SHEETSJ

PAYMENT TYPES

Checks Y
EFTs Y
ePayables Y

VOUCHER SELECTION CRITERIA

Voucher/discount due date 07/13/2016
All banks A

REPORT SEQUENCE OPTIONS:

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

This report is by: Bank/Vendor

Process by bank code? (Y,N) Y
Print reports in vendor name sequence? (Y,N) Y
Calendar year for 1099 withholding 2016
Disbursement year/per 2016/10
Payment date 07/13/2016

BANK: 00

VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0000937 4966	00	A-PLUS TREE SERVICE INC PI5163 033262	00	07/13/2016	001-2027-452.20-99	GENERAL	250.00	
VENDOR TOTAL *							250.00	
0006360 8631 8634 8631 8634 8631 8634	00	A-PLUSH LAWNS PI5042 032917 PI5137 032917 PI5043 032917 PI5138 032917 PI5044 032917 PI5139 032917	00	07/13/2016	001-2026-451.20-99 001-2026-451.20-99 001-2027-452.20-99 001-2027-452.20-99 012-2025-431.20-99 012-2025-431.20-99	GENERAL GENERAL GENERAL GENERAL GENERAL GENERAL	35.00 35.00 1,600.00 1,850.00 800.00 320.00	
VENDOR TOTAL *							4,640.00	
0000959 95215/3 95257/3 95374/3 95365/3 95204/3 95232/3 95255/3 95136/3 95267/3 95412/3	00	ACE HARDWARE PI4958 031963 PI4994 031963 PI4997 031963 PI4996 031963 PI4957 031963 PI4992 031963 PI4993 031963 PI4956 031963 PI4995 031963 PI5075 031963	00	07/13/2016	001-1206-422.30-79 001-1206-422.30-79 001-1206-422.30-79 001-1209-421.30-49 001-2024-416.30-79 001-2027-452.30-56 001-2027-452.30-32 012-2025-431.30-56 012-2025-431.30-76 012-2025-431.30-79	BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER	42.68 116.93 23.16 14.97 11.94 5.88 59.88 24.95 19.92 13.18	
VENDOR TOTAL *							333.49	
0000960 15015 15016 15015 15016 15015 15016 15015 15016 15015 15003 15016	00	ADAMS OIL INC PI5062 033293 PI5178 033315 PI5063 033293 PI5179 033315 PI5064 033293 PI5180 033315 PI5065 033293 PI5181 033315 PI5066 033293 PI5067 033307 PI5182 033315	00	07/13/2016	001-1209-421.30-44 001-1209-421.30-44 001-1305-430.30-44 001-1305-430.30-44 001-2027-452.30-44 001-2027-452.30-44 001-2029-451.30-44 001-2029-451.30-44 012-2025-431.30-44 012-2025-431.30-44 012-2025-431.30-44	FIELD PURCHASE ORDER FIELD PURCHASE ORDER	245.29 1,360.75 24.53 46.03 122.64 323.30 36.80 53.52 245.29 1,523.70 677.65	
VENDOR TOTAL *							4,659.50	
0002952 516818	00	ALAMAR UNIFORMS PI5142 033042	00	07/13/2016	001-1209-421.30-52	GENERAL	595.28	
VENDOR TOTAL *							595.28	
0003845 10461903	00	AMERICAN RED CROSS HEARTLAND PI5134 032805	00	07/13/2016	001-2029-451.20-99	GENERAL	143.00	
VENDOR TOTAL *							143.00	
0002869	00	AQUA-CHEM INC						

PROGRAM: GM339L
 City of Fremont
 General Fund

AS OF: 07/13/2016 PAYMENT DATE: 07/13/2016

BANK: 00

VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0002869	00	AQUA-CHEM INC						
00005758		PI5045 033034	00	07/13/2016	001-2028-451.30-32	GENERAL	334.75	
00005759		PI5046 033036	00	07/13/2016	001-2030-451.30-32	GENERAL	770.25	
00005759		PI5047 033036	00	07/13/2016	001-2030-451.30-56	GENERAL	234.00	
VENDOR TOTAL *							1,339.00	
0000983	00	ARPS RED-E-MIX INC						
14693		PI5187 033328	00	07/13/2016	001-2027-452.30-69	GENERAL	589.50	
14796		PI5194 031965	00	07/13/2016	001-2027-452.30-69	BLANKET PURCHASE ORDER	238.50	
14694		PI4998 031965	00	07/13/2016	012-2025-431.30-69	BLANKET PURCHASE ORDER	986.50	
14797		PI5195 031965	00	07/13/2016	012-2025-431.30-69	BLANKET PURCHASE ORDER	1,509.00	
VENDOR TOTAL *							3,323.50	
0003993	00	AUDIO VIDEO SPECIALIST						
14844		PI5234 033253	00	07/13/2016	001-1001-413.20-95	BLANKET PURCHASE ORDER	2,175.00	
14893		PI5235 033253	00	07/13/2016	001-1001-413.20-95	BLANKET PURCHASE ORDER	299.00	
15059		PI5188 033335	00	07/13/2016	001-2026-451.20-60	GENERAL	68.50	
15059		PI5189 033335	00	07/13/2016	001-2026-451.30-49	GENERAL	230.50	
VENDOR TOTAL *							2,773.00	
0003423	00	BAKER & TAYLOR ENTERTAINMENT						
B18348180		PI5223 032208	00	07/13/2016	001-2031-455.30-51	GENERAL	43.05	
VENDOR TOTAL *							43.05	
9999999	00	BARNES, SHELLY						
130458		JOHNSTON000611	00	07/13/2016	001-2029-347.00-00	DALTON JOHNSTONE/KINDR BB	55.00	
VENDOR TOTAL *							55.00	
0004311	00	BAUER BUILT INC						
880045925		PI4959 031967	00	07/13/2016	001-1209-421.20-60	BLANKET PURCHASE ORDER	11.00	
880045925		PI4960 031967	00	07/13/2016	001-1209-421.30-63	BLANKET PURCHASE ORDER	5.00	
880045934		PI4961 031967	00	07/13/2016	001-1209-421.20-60	BLANKET PURCHASE ORDER	11.00	
880045934		PI4962 031967	00	07/13/2016	001-1209-421.30-63	BLANKET PURCHASE ORDER	5.00	
880045972		PI5058 033288	00	07/13/2016	001-1209-421.20-60	FIELD PURCHASE ORDER	20.00	
880045972		PI5059 033288	00	07/13/2016	001-1209-421.30-63	FIELD PURCHASE ORDER	511.72	
880045993		PI5060 033289	00	07/13/2016	001-1209-421.20-60	FIELD PURCHASE ORDER	20.00	
880045993		PI5061 033289	00	07/13/2016	001-1209-421.30-63	FIELD PURCHASE ORDER	511.72	
880045982		PI5196 031967	00	07/13/2016	001-2042-440.20-60	BLANKET PURCHASE ORDER	8.00	
880045982		PI5197 031967	00	07/13/2016	001-2042-440.30-56	BLANKET PURCHASE ORDER	88.00	
VENDOR TOTAL *							1,191.44	
0000994	00	BIG B'S COPIES						
67662		PI5076 031968	00	07/13/2016	001-1003-415.30-35	BLANKET PURCHASE ORDER	59.96	
VENDOR TOTAL *							59.96	
0004214	00	BLACKBURN'S TOWING						
061816		PI5068 033309	00	07/13/2016	001-1209-421.20-60	GENERAL	20.00	
061816		PI5069 033309	00	07/13/2016	001-1209-421.20-99	GENERAL	65.00	
VENDOR TOTAL *							85.00	

PROGRAM: GM339L

AS OF: 07/13/2016

PAYMENT DATE: 07/13/2016

City of Fremont

General Fund

BANK: 00

VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
9999999	00	BLOEMKER, KEVIN						
130134	BLOEMKER000602		00	07/13/2016	001-0000-202.04-00	KEVIN BLOEMKER/COMM ROOM	100.00	
VENDOR TOTAL *							100.00	
0004035	00	BOMGAARS SUPPLY INC						
16154688	PI4999	031969	00	07/13/2016	001-2027-452.30-79	BLANKET PURCHASE ORDER	28.98	
16154869	PI5000	031969	00	07/13/2016	001-2027-452.30-64	BLANKET PURCHASE ORDER	47.96	
16156620	PI5077	031969	00	07/13/2016	001-2027-452.30-49	BLANKET PURCHASE ORDER	74.95	
16156507	PI5198	031969	00	07/13/2016	012-2025-431.30-56	BLANKET PURCHASE ORDER	29.65	
16156118	PI5001	031969	00	07/13/2016	024-0772-490.30-79	BLANKET PURCHASE ORDER	74.95	
VENDOR TOTAL *							256.49	
9999999	00	BRABEC, MARLIN						
130529	BRABEC 000609		00	07/13/2016	001-2029-347.00-00	MARLIN BRABEC/BALL SPONSR	125.00	
VENDOR TOTAL *							125.00	
0006511	00	BRENNER, KAILAN						
063016	PI5236	033263	00	07/13/2016	001-2029-451.20-99	GENERAL	68.00	
VENDOR TOTAL *							68.00	
0003427	00	BRODART CO						
B4568028	PI5209	032201	00	07/13/2016	001-2031-455.30-51	GENERAL	57.95	
B4569115	PI5210	032201	00	07/13/2016	001-2031-455.30-51	GENERAL	22.34	
B4569229	PI5211	032201	00	07/13/2016	001-2031-455.30-51	GENERAL	192.99	
B4571620	PI5212	032201	00	07/13/2016	001-2031-455.30-51	GENERAL	14.83	
B4571711	PI5213	032201	00	07/13/2016	001-2031-455.30-51	GENERAL	38.78	
B4571833	PI5214	032201	00	07/13/2016	001-2031-455.30-51	GENERAL	106.75	
B4574021	PI5215	032201	00	07/13/2016	001-2031-455.30-51	GENERAL	13.34	
B4579049	PI5216	032201	00	07/13/2016	001-2031-455.30-51	GENERAL	9.44	
B4579124	PI5217	032201	00	07/13/2016	001-2031-455.30-51	GENERAL	71.63	
VENDOR TOTAL *							528.05	
9999999	00	BROWN, BECKI						
130475	BROWN 000606		00	07/13/2016	001-0000-202.04-00	BECKI BROWN/KEY DEPOSIT	30.00	
VENDOR TOTAL *							30.00	
0006589	00	CALLAHAN, AUSTIN D						
063016	PI5237	033264	00	07/13/2016	001-2029-451.20-99	GENERAL	42.50	
VENDOR TOTAL *							42.50	
0006534	00	CAPPEL AUTO SUPPLY INC						
192429	PI4977	032252	00	07/13/2016	001-1206-422.30-63	BLANKET PURCHASE ORDER	3.80	
193024	PI5227	032252	00	07/13/2016	001-1206-422.30-63	BLANKET PURCHASE ORDER	22.53	
192233	PI4973	032252	00	07/13/2016	001-1209-421.30-63	BLANKET PURCHASE ORDER	256.72	
192379	PI4975	032252	00	07/13/2016	001-1209-421.30-63	BLANKET PURCHASE ORDER	21.60	
192498	PI5025	032252	00	07/13/2016	001-1209-421.30-63	BLANKET PURCHASE ORDER	45.52	
192728	PI5028	032252	00	07/13/2016	001-1209-421.30-63	BLANKET PURCHASE ORDER	9.76	
192929	PI5119	032252	00	07/13/2016	001-2027-452.30-63	BLANKET PURCHASE ORDER	31.68	
192983	PI5123	032252	00	07/13/2016	001-2027-452.30-63	BLANKET PURCHASE ORDER	67.20	

PROGRAM: GM339L

AS OF: 07/13/2016

PAYMENT DATE: 07/13/2016

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
0006534	00	CAPPEL AUTO SUPPLY INC						
193060		PI5228 032252	00	07/13/2016	001-2027-452.30-49	BLANKET PURCHASE ORDER	43.11	
192203		PI4972 032252	00	07/13/2016	012-2025-431.30-56	BLANKET PURCHASE ORDER	104.35	
192297		PI4974 032252	00	07/13/2016	012-2025-431.30-32	BLANKET PURCHASE ORDER	118.88	
192379		PI4976 032252	00	07/13/2016	012-2025-431.30-63	BLANKET PURCHASE ORDER	15.60	
192557		PI5026 032252	00	07/13/2016	012-2025-431.30-56	BLANKET PURCHASE ORDER	13.52	
192557		PI5027 032252	00	07/13/2016	012-2025-431.30-63	BLANKET PURCHASE ORDER	10.60	
192728		PI5029 032252	00	07/13/2016	012-2025-431.30-63	BLANKET PURCHASE ORDER	26.29	
192825		PI5030 032252	00	07/13/2016	012-2025-431.30-56	BLANKET PURCHASE ORDER	67.32	
192929		PI5120 032252	00	07/13/2016	012-2025-431.30-56	BLANKET PURCHASE ORDER	36.82	
192942		PI5121 032252	00	07/13/2016	012-2025-431.30-63	BLANKET PURCHASE ORDER	83.19	
192974		PI5122 032252	00	07/13/2016	012-2025-431.30-63	BLANKET PURCHASE ORDER	55.95	
						VENDOR TOTAL *	1,034.44	
0006311	00	CAROLINA SOFTWARE						
61308		PI5057 033285	00	07/13/2016	001-1013-432.30-35	FIELD PURCHASE ORDER	528.75	
						VENDOR TOTAL *	528.75	
0002675	00	CENTURYLINK (QWEST)						
402D250330		0616PI5008 032006	00	07/13/2016	001-1015-415.20-12	BLANKET PURCHASE ORDER	80.76	
402D250330		0616PI5009 032006	00	07/13/2016	001-1015-415.20-43	BLANKET PURCHASE ORDER	95.00	
4027272630		0616PI5010 032006	00	07/13/2016	001-1015-415.20-12	BLANKET PURCHASE ORDER	1,200.18	
4027279926		0616PI5013 032006	00	07/13/2016	001-1015-415.20-12	BLANKET PURCHASE ORDER	44.23	
4027272630		0616PI5011 032006	00	07/13/2016	012-2025-431.20-12	BLANKET PURCHASE ORDER	41.56	
4027279135		0616PI5012 032006	00	07/13/2016	029-2034-466.20-12	BLANKET PURCHASE ORDER	91.06	
						VENDOR TOTAL *	1,552.79	
0001024	00	CHRISTENSEN LUMBER INC						
CLC00346303-001		PI5002 031970	00	07/13/2016	001-2027-452.30-49	BLANKET PURCHASE ORDER	11.00	
CLC00346303-001		PI5003 031970	00	07/13/2016	001-2027-452.30-56	BLANKET PURCHASE ORDER	15.15	
						VENDOR TOTAL *	26.15	
0004394	00	CLIA LABORATORY PROGRAM						
28D0980957		PI4991 033292	00	07/13/2016	001-1206-422.20-65	GENERAL	150.00	
						VENDOR TOTAL *	150.00	
0006417	00	CLINE WILLIAMS WRIGHT JOHNSON						
260762		PI5040 032747	00	07/13/2016	001-1016-412.20-34	BLANKET PURCHASE ORDER	2,026.50	
						VENDOR TOTAL *	2,026.50	
0005994	00	CONSOLIDATED MANAGEMENT CO						
210033		PI5041 032832	00	07/13/2016	001-1209-421.20-13	GENERAL	80.38	
						VENDOR TOTAL *	80.38	
0006591	00	CRAM, CHELSEA A						
062916		PI5238 033266	00	07/13/2016	001-2029-451.20-99	GENERAL	93.50	
						VENDOR TOTAL *	93.50	
0002915	00	CREDIT BUREAU SERVICES INC						

PROGRAM: GM339L
 City of Fremont
 General Fund

AS OF: 07/13/2016 PAYMENT DATE: 07/13/2016

BANK: 00

VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0002915	00	CREDIT BUREAU SERVICES INC						
313600		PI5031 032256	00	07/13/2016	001-1209-421.20-99	BLANKET PURCHASE ORDER	4.00	
315420		PI5032 032256	00	07/13/2016	001-1209-421.20-99	BLANKET PURCHASE ORDER	4.00	
317210		PI5033 032256	00	07/13/2016	001-1209-421.20-99	BLANKET PURCHASE ORDER	4.00	
318990		PI5034 032256	00	07/13/2016	001-1209-421.20-99	BLANKET PURCHASE ORDER	4.00	
318990		PI5035 032256	00	07/13/2016	001-1209-421.20-99	GENERAL	41.50	
						VENDOR TOTAL *	57.50	
0001643	00	CULLIGAN OF OMAHA						
905602		PI5037 032301	00	07/13/2016	001-1209-421.20-99	GENERAL	45.00	
905741		PI5038 032301	00	07/13/2016	001-1209-421.20-99	GENERAL	45.00	
905893		PI5039 032301	00	07/13/2016	001-1209-421.20-99	GENERAL	45.00	
						VENDOR TOTAL *	135.00	
0004624	00	DANKO EMERGENCY EQUIPMENT CO						
76306		PI4984 033096	00	07/13/2016	001-1206-422.30-63	GENERAL	568.97	
						VENDOR TOTAL *	568.97	
0002897	00	DIERS INC						
117196P		PI4963 031974	00	07/13/2016	001-1209-421.30-63	BLANKET PURCHASE ORDER	184.05	
117227P		PI5004 031974	00	07/13/2016	001-1209-421.30-63	BLANKET PURCHASE ORDER	205.28	
117266		PI5199 031974	00	07/13/2016	001-1209-421.30-63	BLANKET PURCHASE ORDER	19.24	
351887		PI5078 031974	00	07/13/2016	001-2029-451.20-60	BLANKET PURCHASE ORDER	315.00	
351887		PI5079 031974	00	07/13/2016	001-2029-451.30-63	BLANKET PURCHASE ORDER	125.45	
						VENDOR TOTAL *	849.02	
0001070	00	DODGE COUNTY REGISTER OF DEEDS						
201602627		PI5014 032007	00	07/13/2016	001-1003-415.20-33	BLANKET PURCHASE ORDER	16.00	
201602707		PI5015 032007	00	07/13/2016	001-1003-415.20-33	BLANKET PURCHASE ORDER	10.00	
						VENDOR TOTAL *	26.00	
9999999	00	DOWTY, JOHN						
130562	DOWTY	000607	00	07/13/2016	001-0000-202.04-00	JOHN DOWTY/KEY DEPOSIT	30.00	
						VENDOR TOTAL *	30.00	
0006357	00	DREWS, DOUGLAS						
062616		PI5140 032974	00	07/13/2016	001-2026-451.20-99	GENERAL	273.00	
062616		PI5135 032916	00	07/13/2016	001-2027-452.20-99	GENERAL	419.00	
070316		PI5136 032916	00	07/13/2016	001-2027-452.20-99	GENERAL	419.00	
						VENDOR TOTAL *	1,111.00	
0003087	00	EAKES OFFICE SOLUTIONS						
7013066-0		PI5257 033330	00	07/13/2016	001-2031-455.30-31	GENERAL	39.79	
						VENDOR TOTAL *	39.79	
0004952	00	ELIFEGUARD INC						
62144		PI5170 033296	00	07/13/2016	001-2028-451.20-99	GENERAL	195.95	
62144		PI5171 033296	00	07/13/2016	001-2028-451.30-33	GENERAL	480.73	
						VENDOR TOTAL *	676.68	

PROGRAM: GM339L

AS OF: 07/13/2016

PAYMENT DATE: 07/13/2016

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
0001092 35880	00	EMBROIDERY CONNECTION PI5130 032427	00	07/13/2016	001-2030-451.30-79	BLANKET PURCHASE ORDER	179.00	
						VENDOR TOTAL *	179.00	
0005749 4906389	00	FARNER-BOCKEN COMPANY PI5020 032021	00	07/13/2016	001-2029-451.30-41	BLANKET PURCHASE ORDER	513.40	
						VENDOR TOTAL *	513.40	
0002050 NEFRE137914	00	FASTENAL COMPANY PI5005 031977	00	07/13/2016	001-2028-451.30-49	BLANKET PURCHASE ORDER	31.60	
						VENDOR TOTAL *	31.60	
0006587 061416	00	FASTENAU, HEATHER PI5049 033181	00	07/13/2016	001-1004-424.20-99	BLANKET PURCHASE ORDER	345.00	
						VENDOR TOTAL *	345.00	
0001112 37058 37060	00	FREMONT ELECTRIC INC PI5021 032024 PI5022 032024	00	07/13/2016 07/13/2016	001-2031-455.20-60 001-2031-455.20-60	BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER	143.75 493.17	
						VENDOR TOTAL *	636.92	
0003907 IM303355 IM305250 IM302441 IM302444 IM302445 IM302446 IM302447 IM302448	00	FREMONT HEALTH CLINIC 062016PI5023 032031 062216PI5024 032031 062016PI5050 033187 062016PI5051 033187 062016PI5052 033187 062016PI5053 033187 062016PI5054 033187 062016PI5055 033187	00	07/13/2016 07/13/2016 07/13/2016 07/13/2016 07/13/2016 07/13/2016 07/13/2016 07/13/2016	001-1206-422.20-35 001-1206-422.20-35 001-1206-422.20-35 001-1206-422.20-35 001-1206-422.20-35 001-1206-422.20-35 001-1206-422.20-35 001-1206-422.20-35	BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER GENERAL GENERAL GENERAL GENERAL GENERAL GENERAL	235.00 223.00 14.00 14.00 14.00 14.00 14.00 14.00	
						VENDOR TOTAL *	542.00	
0001125 MAY/JUNE 16	00	FREMONT PUBLIC SCHOOLS LQR000623	00	07/13/2016	001-0000-208.01-00	MAY/JUNE LIQUOR	250.00	
						VENDOR TOTAL *	250.00	
0001131 76497 76498 76499 76515 76516 76517 76519 76473 76370	00	FREMONT TRIBUNE PI5017 032009 PI5018 032009 PI5019 032009 PI5107 032009 PI5108 032009 PI5109 032009 PI5110 032009 PI5016 032009 PI5111 032009	00	07/13/2016 07/13/2016 07/13/2016 07/13/2016 07/13/2016 07/13/2016 07/13/2016 07/13/2016 07/13/2016	001-1003-415.20-33 001-1003-415.20-33 001-1003-415.20-33 001-1003-415.20-33 001-1003-415.20-33 001-1003-415.20-33 001-1003-415.20-33 001-2024-416.20-33 041-2098-431.20-33	BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER	11.13 9.16 10.47 9.16 10.80 10.15 4.25 88.39 143.15	
						VENDOR TOTAL *	296.66	
0002924	00	FREMONT WASTE TRANSFER						

PROGRAM: GM339L
 City of Fremont
 General Fund

AS OF: 07/13/2016 PAYMENT DATE: 07/13/2016

BANK: 00

VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0002924 JUN 2016 JUN 2016	00	FREMONT WASTE TRANSFER 000614 000615		07/13/2016 07/13/2016	001-2027-452.20-99 012-2025-431.20-99	JUN 2016 JUN 2016	198.95 191.13	
						VENDOR TOTAL *	390.08	
0006605 062316	00	FULLENKAMP DOYLE & JOBEUN PI5070 033327	00	07/13/2016	001-1016-412.20-34	BLANKET PURCHASE ORDER	3,235.00	
						VENDOR TOTAL *	3,235.00	
0001139 50414344 50414345	00	GERHOLD CONCRETE CO INC PI5006 031981 PI5007 031981	00	07/13/2016 07/13/2016	012-2025-431.30-69 012-2025-431.30-69	BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER	635.50 323.75	
						VENDOR TOTAL *	959.25	
0006602 063016	00	GIESE, EMILY A PI5239 033267	00	07/13/2016	001-2029-451.20-99	GENERAL	40.00	
						VENDOR TOTAL *	40.00	
0006230 53865156	00	GOVCONNECTION INC PI5056 033202	00	07/13/2016	001-1209-421.40-99	BLANKET PURCHASE ORDER	10,808.59	
						VENDOR TOTAL *	10,808.59	
0006592 063016	00	GROSSE, ALYSSA PI5240 033268	00	07/13/2016	001-2029-451.20-99	GENERAL	80.00	
						VENDOR TOTAL *	80.00	
0006593 062716	00	HANSEN, HOPE E PI5241 033269	00	07/13/2016	001-2029-451.20-99	GENERAL	17.00	
						VENDOR TOTAL *	17.00	
9999999 130495 HANSEN	00	HANSEN, RYAN 000608	00	07/13/2016	001-0000-202.04-00	RYAN HANSEN/SB TOURN DEP	100.00	
						VENDOR TOTAL *	100.00	
9999999 130526 HEADID	00	HEADID, LIBBY 000610	00	07/13/2016	001-2029-347.00-00	LIBBY HEADID/BALL SPONSR	125.00	
						VENDOR TOTAL *	125.00	
0001526 0847751-IN	00	HEIMAN FIRE EQUIPMENT INC PI5048 033095	00	07/13/2016	001-1206-422.40-18	GENERAL	574.03	
						VENDOR TOTAL *	574.03	
0001167 5730089146 5727018930	00	HY-VEE PI5200 031982 PI4964 031982	00	07/13/2016 07/13/2016	001-2031-455.30-41 012-2025-431.30-79	BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER	5.09 15.47	
						VENDOR TOTAL *	20.56	
0000485 160005646	00	INTERSTATE BATTERY SYSTEM PI4983 033025	00	07/13/2016	001-2027-452.30-63	FIELD PURCHASE ORDER	107.29	

PROGRAM: GM339L

AS OF: 07/13/2016

PAYMENT DATE: 07/13/2016

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
0000485 160005645	00	INTERSTATE BATTERY SYSTEM PI4978 032276	00	07/13/2016	012-2025-431.30-56	FIELD PURCHASE ORDER	335.19	
						VENDOR TOTAL *	442.48	
0001426 89840	00	JEO CONSULTING GROUP INC PI5071 027876	00	07/13/2016	012-2032-431.45-20	FIELD PURCHASE ORDER	660.00	
						VENDOR TOTAL *	660.00	
0006601 062716	00	JOHNSON, TRAVIS PI5242 033270	00	07/13/2016	001-2029-451.20-99	GENERAL	24.00	
						VENDOR TOTAL *	24.00	
0004542 4987656	00	KIMBALL MIDWEST PI5154 033246	00	07/13/2016	012-2025-431.30-56	FIELD PURCHASE ORDER	10.70	
						VENDOR TOTAL *	10.70	
0006594 062916	00	KINCANON, NICHOLAS E PI5243 033271	00	07/13/2016	001-2029-451.20-99	GENERAL	51.00	
						VENDOR TOTAL *	51.00	
0006595 062316	00	KMENT, JONATHON R PI5244 033272	00	07/13/2016	001-2029-451.20-99	GENERAL	34.00	
						VENDOR TOTAL *	34.00	
9999999 0001040	00	LAS FUENTES JALISCO RESTAURANT OL	00	07/13/2016	001-0000-223.00-00	OL REFUNDS	215.00	
						VENDOR TOTAL *	215.00	
0006596 063016	00	LEFLER, LAUREN PI5245 033273	00	07/13/2016	001-2029-451.20-99	GENERAL	34.00	
						VENDOR TOTAL *	34.00	
0003901 5639116	00 0716	LIBRARY HOTLINE PI4985 033216	00	07/13/2016	001-2031-455.20-93	GENERAL	119.99	
						VENDOR TOTAL *	119.99	
9999999 130223	00 LIMMER	LIMMER, JORDAN 000603	00	07/13/2016	001-0000-202.04-00	JORDAN LIMMER/BARNARD PRK	50.00	
						VENDOR TOTAL *	50.00	
0006597 063016	00	LINDGREN, TANNER E PI5246 033274	00	07/13/2016	001-2029-451.20-99	GENERAL	48.00	
						VENDOR TOTAL *	48.00	
0004681 023362	00	MAIN STREET THEATRES INC PI4990 033287	00	07/13/2016	001-2029-451.20-16	GENERAL	1,305.00	
						VENDOR TOTAL *	1,305.00	
0006598	00	MARTINEZ, ADRIANA						

PROGRAM: GM339L
 City of Fremont
 General Fund

AS OF: 07/13/2016 PAYMENT DATE: 07/13/2016

BANK: 00

VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0006598 062816	00	MARTINEZ, ADRIANA PI5247 033275	00	07/13/2016	001-2029-451.20-99	GENERAL	40.00	
VENDOR TOTAL *							40.00	
0006212 13562830 13601490	00	MATHESON TRI-GAS INC PI4965 031987 PI5080 031987	00	07/13/2016	001-1206-422.30-32	BLANKET PURCHASE ORDER	53.21	
VENDOR TOTAL *							91.18	
0006184 16-0449 16-0449	00	MAX D SIGNS LLC PI5176 033314 PI5177 033314	00	07/13/2016	001-2029-451.30-79	GENERAL	100.00	
VENDOR TOTAL *							200.00	
0001469 441845	00	MCGRATH NORTH MULLIN & KRATZ PC LLO PI5184 033320	00	07/13/2016	001-1016-412.20-34	BLANKET PURCHASE ORDER	34,582.00	
VENDOR TOTAL *							34,582.00	
0001229 10112 09620 10085 10206	00	MENARDS - FREMONT PI5083 031989 PI5081 031989 PI5082 031989 PI5201 031989	00	07/13/2016	001-2027-452.30-58	BLANKET PURCHASE ORDER	56.00	
VENDOR TOTAL *							138.95	
0002069 31012 30960 31011 31010	00	MIDWEST OUTDOOR POWER LLC PI5161 033255 PI4987 033241 PI5202 031990 PI5250 033294	00	07/13/2016	001-2027-452.30-33	GENERAL	1,016.00	
VENDOR TOTAL *							2,260.46	
0004095 94063436 94066147 94077339 94088843	00	MIDWEST TAPE PI5218 032206 PI5219 032206 PI5220 032206 PI5221 032206	00	07/13/2016	001-2031-455.30-51	GENERAL	100.20	
VENDOR TOTAL *							333.60	
0002421 99105707 I	00	MOORE MEDICAL LLC PI5162 033259	00	07/13/2016	001-1206-422.30-33	GENERAL	384.50	
VENDOR TOTAL *							384.50	
0006599 062916	00	MORTON, KATELYN L PI5248 033276	00	07/13/2016	001-2029-451.20-99	GENERAL	16.00	
VENDOR TOTAL *							16.00	
0005792 504026827	00	MOTION PICTURE LICENSING CORP PI5251 033298	00	07/13/2016	001-2031-455.20-93	GENERAL	173.07	

PROGRAM: GM339L
City of Fremont
General Fund

AS OF: 07/13/2016 PAYMENT DATE: 07/13/2016

BANK: 00

VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0005792	00	MOTION PICTURE LICENSING CORP						
						VENDOR TOTAL *	173.07	
0002006	00	NEBR DEPT OF REVENUE						
273392961	0616	PI5206 032028	00	07/13/2016	001-2026-451.20-99	BLANKET PURCHASE ORDER	79.95	
						VENDOR TOTAL *	79.95	
0003977	00	NEBR DEPT OF REVENUE						
13392961	0616	PI5207 032029	00	07/13/2016	001-2027-452.20-99	BLANKET PURCHASE ORDER	59.63	
13392961	0616	PI5208 032029	00	07/13/2016	001-2029-451.20-99	BLANKET PURCHASE ORDER	97.29	
						VENDOR TOTAL *	156.92	
0003047	00	NEBR DEPT OF ROADS						
0635978		PI4979 032502	00	07/13/2016	012-2032-431.45-20	GENERAL	9,311.27	
						VENDOR TOTAL *	9,311.27	
0003368	00	NEBR LIBRARY COMMISSION						
27477		PI5224 032211	00	07/13/2016	001-2031-455.30-51	GENERAL	445.20	
27480		PI5225 032211	00	07/13/2016	001-2031-455.30-51	GENERAL	983.15	
27458		PI5253 033311	00	07/13/2016	001-2031-455.30-51	GENERAL	42.54	
						VENDOR TOTAL *	1,470.89	
0006604	00	NEENAH FOUNDRY COMPANY						
172696		PI5183 033319	00	07/13/2016	012-2025-431.30-79	FIELD PURCHASE ORDER	533.00	
						VENDOR TOTAL *	533.00	
0001020	00	O'REILLY AUTOMOTIVE INC						
0397-382485		PI5204 031993	00	07/13/2016	001-1206-422.30-63	BLANKET PURCHASE ORDER	9.84	
0397-380465		PI5084 031993	00	07/13/2016	001-1209-421.30-63	BLANKET PURCHASE ORDER	39.99	
0397-380538		PI5086 031993	00	07/13/2016	001-1209-421.30-63	BLANKET PURCHASE ORDER	74.16	
0397-380661		PI5087 031993	00	07/13/2016	001-1209-421.30-63	BLANKET PURCHASE ORDER	14.94	
0397-380728		PI5088 031993	00	07/13/2016	001-1209-421.30-63	BLANKET PURCHASE ORDER	11.54	
0397-380957		PI5089 031993	00	07/13/2016	001-1209-421.30-63	BLANKET PURCHASE ORDER	148.75	
0397-381038		PI5091 031993	00	07/13/2016	001-1209-421.30-63	BLANKET PURCHASE ORDER	25.00-	
0397-381065		PI5092 031993	00	07/13/2016	001-1209-421.30-63	BLANKET PURCHASE ORDER	119.39-	
0397-381344		PI5094 031993	00	07/13/2016	001-1209-421.30-63	BLANKET PURCHASE ORDER	11.94	
0397-381922		PI5100 031993	00	07/13/2016	001-1209-421.30-63	BLANKET PURCHASE ORDER	64.04	
0397-382082		PI5101 031993	00	07/13/2016	001-1209-421.30-44	BLANKET PURCHASE ORDER	25.98	
0397-382466		PI5203 031993	00	07/13/2016	001-1209-421.30-63	BLANKET PURCHASE ORDER	39.99	
0397-382537		PI5205 031993	00	07/13/2016	001-1209-421.30-63	BLANKET PURCHASE ORDER	16.22	
0397-381344		PI5095 031993	00	07/13/2016	001-1305-430.30-63	BLANKET PURCHASE ORDER	3.58	
0397-381344		PI5096 031993	00	07/13/2016	001-2027-452.30-63	BLANKET PURCHASE ORDER	11.94	
0397-382215		PI5102 031993	00	07/13/2016	001-2027-452.30-63	BLANKET PURCHASE ORDER	101.99	
0397-382276		PI5103 031993	00	07/13/2016	001-2027-452.30-63	BLANKET PURCHASE ORDER	37.99-	
0397-381344		PI5097 031993	00	07/13/2016	001-2029-451.30-63	BLANKET PURCHASE ORDER	3.58	
0397-380180		PI4966 031993	00	07/13/2016	012-2025-431.30-63	BLANKET PURCHASE ORDER	273.41	
0397-380527		PI5085 031993	00	07/13/2016	012-2025-431.30-63	BLANKET PURCHASE ORDER	55.92	
0397-380999		PI5090 031993	00	07/13/2016	012-2025-431.30-63	BLANKET PURCHASE ORDER	3.99	
0397-381295		PI5093 031993	00	07/13/2016	012-2025-431.30-63	BLANKET PURCHASE ORDER	50.00-	

PROGRAM: GM339L

AS OF: 07/13/2016

PAYMENT DATE: 07/13/2016

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
0001020	00	O'REILLY AUTOMOTIVE INC						
0397-381344		PI5098 031993	00	07/13/2016	012-2025-431.30-32	BLANKET PURCHASE ORDER	16.72	
0397-381347		PI5099 031993	00	07/13/2016	012-2025-431.30-44	BLANKET PURCHASE ORDER	46.95	
VENDOR TOTAL *							743.09	
0002888	00	OFFICENET						
835736-0		PI5124 032280	00	07/13/2016	001-1004-424.20-70	BLANKET PURCHASE ORDER	42.85	
834221-0		PI5164 033282	00	07/13/2016	001-1004-424.30-31	GENERAL	51.95	
835809-0		PI5126 032281	00	07/13/2016	001-1206-422.20-95	BLANKET PURCHASE ORDER	128.82	
834792-0		PI5169 033291	00	07/13/2016	001-1206-422.30-31	GENERAL	102.76	
834442-0		PI5151 033243	00	07/13/2016	001-1209-421.30-31	GENERAL	8.99	
833857-0		PI5157 033249	00	07/13/2016	001-1209-421.30-31	GENERAL	835.48	
835736-0		PI5125 032280	00	07/13/2016	001-1305-430.20-70	BLANKET PURCHASE ORDER	42.86	
834221-0		PI5165 033282	00	07/13/2016	001-1305-430.30-31	GENERAL	39.34	
834221-1		PI5166 033282	00	07/13/2016	001-1305-430.30-31	GENERAL	77.79	
835810-0		PI5118 032229	00	07/13/2016	001-2029-451.20-70	BLANKET PURCHASE ORDER	99.09	
834795-0		PI5168 033290	00	07/13/2016	001-2030-451.30-31	GENERAL	65.59	
835737-0		PI5117 032228	00	07/13/2016	001-2031-455.20-70	BLANKET PURCHASE ORDER	19.16	
VENDOR TOTAL *							1,514.68	
0000810	00	OLD DOMINION BRUSH CO						
0090997-IN		PI5167 033286	00	07/13/2016	012-2025-431.30-56	FIELD PURCHASE ORDER	1,938.00	
VENDOR TOTAL *							1,938.00	
0005674	00	OLSSON ASSOCIATES						
255700		PI5233 033221	00	07/13/2016	012-2032-431.45-20	GENERAL	2,000.50	
VENDOR TOTAL *							2,000.50	
0000886	00	PEAVEY COMPANY, LYNN						
319540		PI5173 033301	00	07/13/2016	001-1209-421.20-11	GENERAL	22.00	
319540		PI5174 033301	00	07/13/2016	001-1209-421.30-32	GENERAL	94.00	
VENDOR TOTAL *							116.00	
0006314	00	PEST PRO'S INC						
TRANSTA 062716		PI5115 032093	00	07/13/2016	001-1013-432.20-99	FIELD PURCHASE ORDER	25.00	
VENDOR TOTAL *							25.00	
9999999	00	PINNACLE BANK						
130527		PINNACLE000612	00	07/13/2016	001-2029-347.00-00	PINNACLE BANK/BB SPONSOR	125.00	
VENDOR TOTAL *							125.00	
0006436	00	PINNACLE BANK - VISA						
617500786718		PDPI5172 033300	00	07/13/2016	001-1209-421.30-56	GENERAL	68.40	
VENDOR TOTAL *							68.40	
0002919	00	PLATTE VALLEY EQUIPMENT LLC						
611219		PI5104 031994	00	07/13/2016	001-2027-452.30-56	BLANKET PURCHASE ORDER	244.18	
619114		PI5150 033239	00	07/13/2016	001-2027-452.20-60	GENERAL	180.00	
VENDOR TOTAL *							424.18	

PROGRAM: GM339L

AS OF: 07/13/2016

PAYMENT DATE: 07/13/2016

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
0006199	00	PREMIER STAFFING INC						
7804		PI4969 032027	00	07/13/2016	001-1209-421.20-35	BLANKET PURCHASE ORDER	30.00	
7850		PI5113 032027	00	07/13/2016	001-1209-421.20-35	BLANKET PURCHASE ORDER	30.00	
7804		PI4970 032027	00	07/13/2016	001-1305-430.20-35	BLANKET PURCHASE ORDER	30.00	
7803		PI5144 033145	00	07/13/2016	001-1305-430.20-99	BLANKET PURCHASE ORDER	512.43	
7849		PI5145 033145	00	07/13/2016	001-1305-430.20-99	BLANKET PURCHASE ORDER	580.00	
7804		PI4971 032027	00	07/13/2016	001-2031-455.20-35	BLANKET PURCHASE ORDER	30.00	
						VENDOR TOTAL *	1,212.43	
0006500	00	QUATRED LLC						
53824		PI4988 033250	00	07/13/2016	001-2030-451.20-99	GENERAL	10.00	
53824		PI4989 033250	00	07/13/2016	001-2030-451.30-31	GENERAL	146.25	
						VENDOR TOTAL *	156.25	
0002876	00	RAWHIDE CHEMOIL INC						
757148		PI5186 033324	00	07/13/2016	001-1206-422.30-44	GENERAL	552.78	
757146		PI5175 033313	00	07/13/2016	001-2027-452.30-44	GENERAL	376.20	
757144		PI5254 033312	00	07/13/2016	001-2042-440.30-44	GENERAL	250.80	
757145		PI5255 033312	00	07/13/2016	001-2042-440.30-44	GENERAL	621.81	
						VENDOR TOTAL *	1,801.59	
0003505	00	RECORDED BOOKS INC						
75355977		PI5222 032207	00	07/13/2016	001-2031-455.30-51	GENERAL	64.60	
						VENDOR TOTAL *	64.60	
0001298	00	ROGERS TENT & AWNING CO						
060916		PI5148 033236	00	07/13/2016	001-2027-452.20-60	GENERAL	400.00	
060916		PI5149 033236	00	07/13/2016	001-2029-451.20-60	GENERAL	500.00	
062216		PI5141 032980	00	07/13/2016	001-2030-451.20-60	BLANKET PURCHASE ORDER	110.00	
						VENDOR TOTAL *	1,010.00	
0006600	00	ROSETE, DESTINY						
062816		PI5249 033277	00	07/13/2016	001-2029-451.20-99	GENERAL	40.00	
						VENDOR TOTAL *	40.00	
0001305	00	SAWYER GAS N WASH INC						
06082016		PI4967 031996	00	07/13/2016	001-1004-424.20-99	BLANKET PURCHASE ORDER	13.45	
						VENDOR TOTAL *	13.45	
9999999	00	SHAW, TIMOTHY						
MR Refund	MR		00	07/13/2016	001-0000-202.00-00	SHAW, TIMOTHY	201.30	
						VENDOR TOTAL *	201.30	
0001308	00	SHERWIN-WILLIAMS CO						
6107-1		PI5105 031998	00	07/13/2016	001-2029-451.30-49	BLANKET PURCHASE ORDER	121.50	
5595-8		PI4982 032863	00	07/13/2016	012-2025-431.30-76	FIELD PURCHASE ORDER	4,406.40	
						VENDOR TOTAL *	4,527.90	
9999999	00	SID DILLON CHEVROLET						

PROGRAM: GM339L
 City of Fremont
 General Fund

AS OF: 07/13/2016 PAYMENT DATE: 07/13/2016

BANK: 00

VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
9999999	00	SID DILLON CHEVROLET						
130528	DILLONS	000613	00	07/13/2016	001-2029-347.00-00	DILLONS CHEVY/BB SPONSOR	125.00	
						VENDOR TOTAL *	125.00	
0000211	00	SIRCHIE FINGER PRINT LABORATORIES						
0258762	-IN	PI5152 033245	00	07/13/2016	001-1209-421.20-11	GENERAL	48.97	
0258762	-IN	PI5153 033245	00	07/13/2016	001-1209-421.30-32	GENERAL	316.20	
						VENDOR TOTAL *	365.17	
9999999	00	STARA, JILL						
129694	STARA	000604	00	07/13/2016	001-2026-347.05-00	JILL STARA/CA CANCELED	80.00	
						VENDOR TOTAL *	80.00	
0003375	00	STATE OF NEBRASKA - CELLULAR						
1015919		PI5185 033321	00	07/13/2016	001-1209-421.20-99	GENERAL	43.00	
						VENDOR TOTAL *	43.00	
0006260	00	STUTHEIT IMPLEMENT						
P78801		PI5143 033128	00	07/13/2016	012-2025-431.30-56	FIELD PURCHASE ORDER	1,070.00	
						VENDOR TOTAL *	1,070.00	
0005078	00	SUN LIFE FINANCIAL						
JULY 2016		PI5229 032253	00	07/13/2016	060-0660-442.70-06	BLANKET PURCHASE ORDER	3,671.92	
JULY 2016		PI5230 032253	00	07/13/2016	060-0660-442.70-08	BLANKET PURCHASE ORDER	4,383.37	
						VENDOR TOTAL *	8,055.29	
9999999	00	SWAPPERS INC						
130388	SWAPPERS	000605	00	07/13/2016	001-0000-202.04-00	SWAPPERS INC/C FIELD DEP	500.00	
						VENDOR TOTAL *	500.00	
0000324	00	SYLVAN STUDIO						
32058		PI5146 033229	00	07/13/2016	001-2029-451.20-99	GENERAL	14.36	
32058		PI5147 033229	00	07/13/2016	001-2029-451.30-79	GENERAL	150.00	
						VENDOR TOTAL *	164.36	
0002718	00	THOMSON REUTERS - WEST						
834194103		PI5127 032345	00	07/13/2016	001-1209-421.20-93	GENERAL	30.00	
						VENDOR TOTAL *	30.00	
0003598	00	TIME WARNER CABLE						
0113917	0716	PI5116 032224	00	07/13/2016	001-1011-419.20-12	BLANKET PURCHASE ORDER	111.20	
						VENDOR TOTAL *	111.20	
0001339	00	TIMME WELDING & SUPPLY LLC						
20841		PI4968 032002	00	07/13/2016	001-2027-452.40-20	BLANKET PURCHASE ORDER	24.05	
						VENDOR TOTAL *	24.05	
0005179	00	TRACTOR SUPPLY CREDIT PLAN						
229811		PI5106 032004	00	07/13/2016	012-2025-431.30-79	BLANKET PURCHASE ORDER	159.94	

PROGRAM: GM339L

AS OF: 07/13/2016

PAYMENT DATE: 07/13/2016

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
0005179	00	TRACTOR SUPPLY CREDIT PLAN						
						VENDOR TOTAL *	159.94	
0001350	00	TROPHY CASE						
229852		PI4980 032647	00	07/13/2016	063-0663-480.30-79	BLANKET PURCHASE ORDER	129.50	
229853		PI4981 032647	00	07/13/2016	063-0663-480.30-79	BLANKET PURCHASE ORDER	37.00	
						VENDOR TOTAL *	166.50	
0003443	00	VALUE LINE PUBLISHING INC						
11233397		PI5226 032212	00	07/13/2016	001-2031-455.30-51	GENERAL	950.00	
						VENDOR TOTAL *	950.00	
0003337	00	WASTE CONNECTIONS INC						
4584910		000622	00	07/13/2016	001-1013-432.20-21	JUNE 2016	83,020.47	
						VENDOR TOTAL *	83,020.47	
0005116	00	WIESE PLUMBING & EXCAVATING INC						
1188		PI5112 032025	00	07/13/2016	001-1206-422.20-60	BLANKET PURCHASE ORDER	213.00	
1151		PI5159 033252	00	07/13/2016	001-2029-451.20-60	GENERAL	575.00	
1151		PI5160 033252	00	07/13/2016	001-2029-451.30-49	GENERAL	150.00	
						VENDOR TOTAL *	938.00	
0002387	00	ZOLL MEDICAL CORP						
2388712		PI4986 033227	00	07/13/2016	001-1206-422.30-33	GENERAL	123.35	
						VENDOR TOTAL *	123.35	
		00 General Fund				BANK TOTAL *	213,446.48	

PROGRAM: GM339L

AS OF: 07/13/2016

PAYMENT DATE: 07/13/2016

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							
07/01/16	MANUAL000594		01	07/01/2016	060-0660-442.70-03	07/01/16 ADMIN FEES	CHECK #: 100790	5,062.50	
07/01/16	MANUAL000595		01	07/01/2016	060-0660-443.70-03	07/01/16 ADMIN FEES	CHECK #: 100790	544.00	
07/01/16	MANUAL000596		01	07/01/2016	060-0660-444.70-03	07/01/16 ADMIN FEES	CHECK #: 100790	500.00	
07/01/16	MANUAL000597		01	07/01/2016	060-0660-442.70-02	07/01/16 REINSURANCE	CHECK #: 100790	44,669.60	
07/01/16	MANUAL000598		01	07/01/2016	060-0660-442.70-05	07/01/16 PPO	CHECK #: 100790	1,350.00	
07/06/16	MANUAL000616		01	07/06/2016	060-0660-444.70-01	07/06/16 AUTO CLAIMS	CHECK #: 100791	4,172.72	
07/06/16	MANUAL000617		01	07/06/2016	060-0660-442.70-01	07/06/16 MANUAL CLAIMS	CHECK #: 100792	53,006.44	
07/06/16	MANUAL000618		01	07/06/2016	060-0660-443.70-01	07/06/16 MANUAL CLAIMS	CHECK #: 100792	4,744.52	
07/06/16	MANUAL000619		01	07/06/2016	060-0660-391.02-00	07/06/16 COBRA	CHECK #: 100792	994.00-	
07/06/16	MANUAL000620		01	07/06/2016	060-0660-391.03-00	07/06/16 COBRA	CHECK #: 100792	63.00-	
VENDOR TOTAL *							.00	112,992.78	
0003405	00	WORKERS' COMPENSATION FUND							
42552	MANUAL	000621	01	07/06/2016	061-0000-101.12-00	06/30/16 CLAIMS	CHECK #: 100793	45,905.89	
VENDOR TOTAL *							.00	45,905.89	
01 Employee Benefits							BANK TOTAL *	.00	158,898.67

PROGRAM: GM339L

AS OF: 07/13/2016

PAYMENT DATE: 07/13/2016

City of Fremont

CDBG Clearing

BANK: 08

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0003608	00	NORTHEAST NEBR ECONOMIC DEV DIST						
17035	PI5072	030411	08	07/13/2016	031-0782-465.20-99	BLANKET PURCHASE ORDER	1,145.45	
17060	PI5073	030767	08	07/13/2016	031-0782-465.20-99	BLANKET PURCHASE ORDER	1,215.45	
17073	PI5074	031155	08	07/13/2016	031-0782-465.20-99	BLANKET PURCHASE ORDER	1,389.23	
17092	PI5128	032397	08	07/13/2016	031-0782-465.20-99	BLANKET PURCHASE ORDER	135.00	
17099	PI5129	032397	08	07/13/2016	031-0782-465.20-99	BLANKET PURCHASE ORDER	1,890.00	
17086	PI5131	032511	08	07/13/2016	031-0782-465.20-99	BLANKET PURCHASE ORDER	105.00	
17098	PI5132	032511	08	07/13/2016	031-0782-465.20-99	BLANKET PURCHASE ORDER	900.00	
17082	PI5133	032775	08	07/13/2016	031-0782-465.20-99	BLANKET PURCHASE ORDER	150.00	
						VENDOR TOTAL *	6,930.13	
			08	CDBG Clearing		BANK TOTAL *	6,930.13	

PROGRAM: GM339L

AS OF: 07/13/2016

PAYMENT DATE: 07/13/2016

City of Fremont

E911

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
0001759 7388002	00	ATS "THE BEEPER PEOPLE" PI5232 032285	09	07/13/2016	033-0789-421.20-12	BLANKET PURCHASE ORDER	329.40	
VENDOR TOTAL *							329.40	
0002675	00	CENTURYLINK (QWEST)						
4027272600	0616	PI5190 031870	09	07/13/2016	033-0789-421.20-12	BLANKET PURCHASE ORDER	13.80	
4027272600	0616	PI5191 031870	09	07/13/2016	033-0789-421.20-12	BLANKET PURCHASE ORDER	78.19	
4026440105	0616	PI5192 031875	09	07/13/2016	033-0789-421.20-12	BLANKET PURCHASE ORDER	134.57	
4026440105	0616	PI5193 031875	09	07/13/2016	033-0789-421.20-12	BLANKET PURCHASE ORDER	1,659.76	
40272103960616	PI5252	033303	09	07/13/2016	033-0789-421.20-12	BLANKET PURCHASE ORDER	205.76	
VENDOR TOTAL *							2,092.08	
0000930	00	GREAT PLAINS COMMUNICATIONS INC						
9926520001	0616	PI5036 032286	09	07/13/2016	033-0789-421.20-12	BLANKET PURCHASE ORDER	92.32	
VENDOR TOTAL *							92.32	
0003942	00	MOTOROLA SOLUTIONS INC						
78335102	PI5256	033316	09	07/13/2016	033-0789-421.20-65	BLANKET PURCHASE ORDER	15,008.88	
VENDOR TOTAL *							15,008.88	
0006516	00	MY911SHOP.COM						
FREMONT137	PI5155	033248	09	07/13/2016	033-0789-421.20-11	BLANKET PURCHASE ORDER	5.00	
FREMONT137	PI5156	033248	09	07/13/2016	033-0789-421.30-79	BLANKET PURCHASE ORDER	42.00	
VENDOR TOTAL *							47.00	
0002888	00	OFFICENET						
833857-0	PI5158	033249	09	07/13/2016	033-0789-421.30-31	GENERAL	200.27	
VENDOR TOTAL *							200.27	
0006199	00	PREMIER STAFFING INC						
7850	PI5114	032027	09	07/13/2016	033-0789-421.20-35	BLANKET PURCHASE ORDER	30.00	
VENDOR TOTAL *							30.00	
0003375	00	STATE OF NEBRASKA - CELLULAR						
1015972	PI5231	032284	09	07/13/2016	033-0789-421.20-12	BLANKET PURCHASE ORDER	768.00	
VENDOR TOTAL *							768.00	
09 E911								
BANK TOTAL *							18,567.95	
HAND ISSUED TOTAL ***								158,898.67
TOTAL EXPENDITURES ****							238,944.56	158,898.67
GRAND TOTAL *****								397,843.23

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Erin Smith, Accounting Associate

DATE: July 8, 2016

SUBJECT: CDBG 14-DTR-104

Recommendation: Approve release of loan agreement and promissory note for CDBG loan outstanding from Chris and Tom Rump and replace with loan agreement and promissory note from Fremont Area Arts Association contingent on the sale of building at 96 West 6th Street.

Background: On February 23, 2016, the City Council of the City of Fremont approved the funding of fourteen projects using \$325,000 in CDBG Downtown Revitalization Funds.

One of the fourteen projects approved was to Chris and Tom Rump at 96 West 6th Street for the amount of \$15,695. The Fremont Area Arts Association is in the process of purchasing the building at 96 West 6th Street from Chris and Tom Rump. The Fremont Area Arts Association has agreed to take assignment of this outstanding loan as a term of the sale. The Fremont Area Arts Association would sign a new loan agreement and promissory note and the loan agreement and promissory note previously signed by Chris and Tom Rump would be released contingent on the sale of the building at 96 West 6th Street.

Fiscal Impact: None

RESOLUTION NO. _____

A Resolution of the City Council of the City of Fremont, Nebraska, approving the release of loan agreement and promissory note for CDBG loan outstanding from Chris and Tom Rump and replace with loan agreement and promissory note from Fremont Area Arts Association contingent on the sale of the building at 96 West 6th Street.

WHEREAS, the City Council of the City of Fremont, Nebraska, awarded \$15,695 to Chris and Tom Rump for CDBG Downtown Revitalization activities at 96 West 6th Street on February 23, 2016; and,

WHEREAS, the Fremont Area Arts Association agrees to take assignment for this outstanding loan upon the purchase of the building at 96 West 9th Street from Chris and Tom Rump.

NOW, THEREFORE BE IT RESOLVED the City Council of the City of Fremont approve release of the loan agreement and promissory note for CDBG loan outstanding from Chris and Tom Rump and replace with loan agreement and promissory note from Fremont Area Arts Association contingent on the sale of building at 96 West 6th Street.

PASSED AND APPROVED THIS _____ DAY OF _____, 2016

Scott Getzschman, Mayor

ATTEST:

Tyler Ficken,
City Clerk

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL
BOARD OF PUBLIC WORKS

FROM: Brian Newton, General Manager

DATE: July 6, 2016

SUBJECT: Engineering Services for Upgrade of Substation B

Recommendation: Approve resolution to award proposal for Engineering Services for Upgrade of Substation B to accommodate the Elkhorn River Valley Electric Transmission Line to HDR, Inc.

Background: The City of Fremont Department of Utilities issued a Request for Proposal (RFP) for Engineering Services for an Upgrade of Substation B to accommodate the Elkhorn River Valley Electric Transmission Line. Proposals were received until 4:30 p.m. July 1st, 2016. The following proposals were received:

Submitter	HDR, Inc.	P&E Engineering Co	Lutz, Daily & Brain, LLC.
Proposal Price	\$217,708.81	\$343,000.00	\$98,000.00

The proposal from Lutz, Daily & Brain, LLC does not meet the technical requirements of the RFP and therefore is deemed to be technically non-responsive. The remaining proposals are technically acceptable.

The Board of Public Works approved and recommends acceptance of the proposal from HDR, Inc. for \$217,708.81.

Fiscal Impact: Total cost of the recommended proposal is \$217,708.81. Proposal cost is within the approved budget for the Elkhorn River Valley Transmission Line.

RESOLUTION NO. _____

A Resolution of the City Council of the City of Fremont, Nebraska, accepting and awarding the proposal of HDR, Inc. for engineering services for upgrade of substation B to accommodate the Elkhorn River Valley Electric Transmission Line in the amount of \$217,708.81.

WHEREAS, the City of Fremont sought and received proposals for engineering services for upgrade of substation B to accommodate the Elkhorn River Valley Electric Transmission Line; and,

WHEREAS, the Board of Public Works has reviewed the proposals received and recommends the proposal of HDR, Inc. be accepted as the best proposal for the engineering services for upgrade of substation B to accommodate the Elkhorn River Valley Electric Transmission Line in the amount of 217,708.81.

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 proposal for engineering services for upgrade of substation B to accommodate the Elkhorn River Valley Electric Transmission Line in the amount of \$217,708.81 to HDR, Inc.

PASSED AND APPROVED THIS _____ DAY OF _____, 2016

Scott Getzschman, Mayor

ATTEST:

Tyler Ficken, City Clerk

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: John Hemschemeyer, Director Human Resources

DATE: July 7, 2016

SUBJECT: Resignation of City Engineer and Appointment of Interim City Engineer

Recommendation: Move to accept the resignation of Justin Zetterman as City Engineer effective July 15, 2016 and appoint Dave Goedeken as Interim City Engineer

Background: The resignation of Justin Zetterman necessitates the appointment of someone to fulfill the responsibilities of the City Engineer position until such time as a regular appointment can be made. Mr. Goedeken will continue to serve as the Director of Public Works. The appointment will be effective on July 16, 2016. The Mayor has made this interim appointment.

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Paul A. Payne, City Attorney

DATE: July, 2015

SUBJECT: Acknowledge the receipt of tort claim filed by Jake Hartmann

RECOMMENDATION: A approve acknowledgement of the Tort Claim filed by Jake Hartmann

BACKGROUND; The City of Fremont has received a Notice of Tort Claim on behalf of Jake Hartmann alleging certain claims in connection with an alleged flooding in the basement which occurred on or about June 18, 2016 at 1520 West 9th, Fremont, Nebraska.

Without getting into issues concerning the City's and other parties' liability, and whether the claim of Jake Hartmann is fair and reasonable, we are simply providing a copy of this claim to you in compliance with the Nebraska Political Subdivision Tort Claims Act.

For a person to assert a tort claim against the City of Fremont, a written notice of the claim must be filed with the City clerk, Secretary or other official responsible for keeping official records. The claim must be filed within one year of the accrual of the claim, and the Council has six months to act on the claim. No suit can be filed until after the Council acts on the claim, or the six months has run.

Historically, the City of Fremont has simply let the six months run. Not all claims result in a suit being filed, so it makes good sense to not act affirmatively in many instances. In any event, if you wish to look further into this claim, please contact the City Administrator's office or the City Attorney and we will provide you with the information which we have in connection with the claim. Our recommendation is to continue to take no affirmative action on tort claims. It must be emphasized that by providing copies of alleged claims to you, we are not making an admission or representation that a claim has been properly filed in any respect. We also recommend that no comments concerning a particular claim be made during Council meetings, unless you decide to bring the matter on for formal consideration. Even then, we ask the comments be carefully considered so that the legal rights of all parties are preserved.

This is not an item for council action other than to simply acknowledge that the claim has been received

Fiscal Impact: unknown

TORT CLAIM SUBMISSION FORM

In accordance with the Tort Claims Act, it is the responsibility of a citizen reporting a personal injury or property damage claim to file a written claim with the Clerk of the City of Fremont, Nebraska. Such claim shall include what happened, when and where the incident occurred. All claims must be in writing and signed by the claimant(s). The form below may be used for this submission. Claims shall also include any medical bills for personal injury, written estimates for repair of property damage, photographs, witness contact information along with any other documentation applicable to the claim. Citizens should deliver their claims and supporting documentation to the City Clerk's Office.

SCANNED

City Clerk
City of Fremont
400 East Military Avenue
Fremont NE 68025-5141
(42) 727-2630

RECEIVED
JUL 07 2016

BY: [Signature]
JUL 07 2016

BY: [Signature]

Please complete the following:

Claimant Name: Jake Hartmann Phone Number: [Redacted]

Claimant Address: 1520 W 9th

Date of Loss: June 18th

Location of Loss: 1520 W 9th Fremont NE 68025

Description of Loss (use another sheet of paper if necessary):
I woke up to find 2-3 inches of water in my basement coming from a back up in the main line pushing water out of my toilet on to the floor. I've heard it was caused by a failure at a substation???. I've attached an estimate of loss that was not covered by insurance. Please respond with # provided

Witness Name: Jake Hartmann Witness Phone: [Redacted]

Attachments: [check] Photo(s): (I did take a couple photos) Estimates: 9,346.53 Medical Bill(s): NA

Other: (Check all that apply)

Signature of Claimant: [Signature]

Date: 7-6-16

Printed Name of Claimant: Jake Hartmann

This estimate does not include furniture, clothing, etc. not provided

City Department Involved: ? phone call made

7/6/16



Nationwide Affinity Insurance Company of America

Robert M Greenlee
Claims Specialist II
P.O. Box 182712
3400 Southpark Place, Suite A, DSPF-62
Grove City, OH 43123-4856
Tel: 317-775-7608 Fax: 1-888-319-9943
greer2@nationwide.com

Insured: JACOB HARTMANN
Property: 1520 W 9TH ST
FREMONT, NE 68025-3818
Home: 1520 W 9TH ST
FREMONT, NE 68025-3818

Cell: 

Claim Rep.: Robert Greenlee
Business: One Nationwide Gateway
Des Moines, IA 50391-5572

Business: (317) 775-7608
E-mail: greer2@nationwide.com

Estimator: Robert Greenlee
Business: One Nationwide Gateway
Des Moines, IA 50391-5572

Business: (317) 775-7608
E-mail: greer2@nationwide.com

Claim Number: 275242-GD

Policy Number: HOA 0057125305

Type of Loss: Water Weather

Date Contacted: 6/27/2016 9:30 PM

Date of Loss: 6/18/2016

Date Received: 6/18/2016

Date Inspected: 7/1/2016 12:00 PM

Date Entered: 6/23/2016 10:35 AM

Price List: NEOM8X_JUL16
Restoration/Service/Remodel

Estimate: JACOB_HARTMANN



Nationwide Affinity Insurance Company of America

Robert M Greenlee
Claims Specialist II
P.O. Box 182712
3400 Southpark Place, Suite A, DSPF-62
Grove City, OH 43123-4856
Tel: 317-775-7608 Fax: 1-888-319-9943
greer2@nationwide.com

Dear Valued Customer,

Please refer to the enclosed itemized estimate. The estimate contains our valuation of the damages for the reported loss and was prepared using reasonable and customary prices for your geographic area. If this document contains estimated structural repairs and you choose to hire a contractor, please provide this estimate to them.

If any hidden, or additional damage, and/or damaged items, are discovered, please contact me or have your contractor or vendor contact me immediately. Coverage for the hidden or additional damages and/or damaged items, would need to be determined, and may require an inspection/re-inspection, before any supplemental payment would be authorized. Please do not destroy, or discard any of the hidden, or additional damages, and/or damaged items, until we have had an opportunity to review the hidden or additional damages and/or damaged items, and have reached an agreement with you on any supplemental cost.

If you, your contractor, or vendor determine that there are additional building fees and/or permits associated with the estimated repairs, that may not be included in this estimate, please contact me immediately so that I may review and make a determination as to the appropriate payment.

If a mortgage company is included on your claim payment check, please contact the mortgage company to discuss how to handle the proceeds of this payment.

Thank you for allowing Nationwide Affinity Insurance Company of America to serve your insurance needs. Please contact me at the numbers listed above if you have any questions regarding this estimate or any other matter pertaining to your claim.



Nationwide Affinity Insurance Company of America

Robert M Greenlee
 Claims Specialist II
 P.O. Box 182712
 3400 Southpark Place, Suite A, DSPF-62
 Grove City, OH 43123-4856
 Tel: 317-775-7608 Fax: 1-888-319-9943
 greer2@nationwide.com

CONTINUED - Bedroom

DESCRIPTION	QTY	UNIT PRICE	TAX	RCV	DEPREC.	ACV
11. Door dummy knob - Detach & reset	1.00	EA 5.44	0.00	5.44	(0.00)	5.44
12a. Remove Door opening (jamb & casing) - 32"to36"wide - paint grade	1.00	EA 3.97	0.00	3.97	(0.00)	3.97
12b. Door opening (jamb & casing) - 32"to36"wide - paint grade	1.00	EA 99.30	3.79	103.09	(1.94)	101.15
13a. Remove Casing - 2 1/4"	56.33	LF 0.31	0.00	17.46	(0.00)	17.46
13b. Casing - 2 1/4"	56.33	LF 1.74	3.31	101.32	(1.69)	99.63
14. Stain & finish door/window trim & jamb (per side)	4.00	EA 28.37	1.55	115.03	(7.88)	107.15
15. Stain & finish door slab only (per side)	2.00	EA 40.45	1.09	81.99	(5.56)	76.43
16. Stain & finish casing	56.33	LF 1.09	0.71	62.11	(3.62)	58.49
17. Carpet pad	143.49	SF 0.55	4.82	83.74	(36.85)	46.89
18. Carpet	143.33	SF 2.57	20.57	388.93	(157.19)	231.74
Not Covered Reference Only Totals:			69.85	2,325.07	(243.59)	2,081.48
Totals: Bedroom			69.85	2,325.07	243.59	2,081.48



Living Room

Height: 7' 10"

398.67 SF Walls	259.74 SF Ceiling
658.41 SF Walls & Ceiling	259.74 SF Floor
28.86 SY Flooring	47.75 LF Floor Perimeter
62.58 LF Ceil. Perimeter	

Door	2' 8" X 6' 8"	Opens into BEDROOM
Missing Wall - Goes to Floor	8' 2" X 6' 8"	Opens into BUMP_OUT
Missing Wall - Goes to Floor	4' X 6' 8"	Opens into BUMP_OUT
Missing Wall	5' 9" X 7' 10"	Opens into HALLWAY

DESCRIPTION	QTY	UNIT PRICE	TAX	RCV	DEPREC.	ACV
-------------	-----	------------	-----	-----	---------	-----

NOT COVERED REFERENCE ONLY

19. Contents - move out then reset	1.00	EA 34.58	0.00	34.58	(0.00)	34.58
20. Water extraction from carpeted floor - Category 3 water	259.74	SF 1.10	20.00	305.71	(0.00)	305.71
21. Tear out wet non-salvageable carpet, no bag - Cat 3 water	259.74	SF 0.35	0.00	90.91	(0.00)	90.91



Nationwide Affinity Insurance Company of America

Robert M Greenlee
 Claims Specialist II
 P.O. Box 182712
 3400 Southpark Place, Suite A, DSPF-62
 Grove City, OH 43123-4856
 Tel: 317-775-7608 Fax: 1-888-319-9943
 greer2@nationwide.com

CONTINUED - Living Room

DESCRIPTION	QTY	UNIT PRICE	TAX	RCV	DEPREC.	ACV
22. Tear out wet carpet pad, no bagging - Category 3 water	259.74	SF	0.17	0.00	44.16	(0.00) 44.16
23. Tear out wet drywall, no bagging, per LF - to 2' - Cat 3	47.75	LF	3.07	0.00	146.59	(0.00) 146.59
24. Apply anti-microbial agent	355.24	SF	0.18	5.01	68.95	(0.00) 68.95
25. Clean stud wall	95.50	SF	0.51	3.55	52.26	(0.00) 52.26
26. 1/2" - drywall per LF - up to 2' tall	47.75	LF	5.84	3.04	281.90	(0.00) 281.90
27. Seal/prime then paint the walls (2 coats)	398.67	SF	0.70	4.19	283.26	(21.33) 261.93
28. Carpet pad	259.74	SF	0.55	8.73	151.59	(66.71) 84.88
29. Carpet	291.67	SF	2.57	41.85	791.44	(319.88) 471.56
Not Covered Reference Only Totals:			86.37	2,251.35	(407.92)	1,843.43
Totals: Living Room			86.37	2,251.35	407.92	1,843.43



Bump Out

Height: 7' 10"

159.25 SF Walls	38.89 SF Ceiling
198.14 SF Walls & Ceiling	38.89 SF Floor
4.32 SY Flooring	17.58 LF Floor Perimeter
29.75 LF Ceil. Perimeter	

- Missing Wall 2' 11" X 7' 10" Opens into HALLWAY
- Missing Wall - Goes to Floor 8' 2" X 6' 8" Opens into LIVING_ROOM
- Missing Wall - Goes to Floor 4' X 6' 8" Opens into LIVING_ROOM

DESCRIPTION	QTY	UNIT PRICE	TAX	RCV	DEPREC.	ACV
-------------	-----	------------	-----	-----	---------	-----

NOT COVERED REFERENCE ONLY

30. Contents - move out then reset - Small room	1.00	EA	25.96	0.00	25.96	(0.00) 25.96
31. Water extraction from hard surface floor - Cat 3 water	38.89	SF	0.68	1.85	28.30	(0.00) 28.30
32. Tear out wet drywall, no bagging, per LF - to 2' - Cat 3	17.58	LF	3.07	0.00	53.97	(0.00) 53.97
33. Apply anti-microbial agent	74.06	SF	0.18	1.04	14.37	(0.00) 14.37
34. Clean stud wall	35.17	SF	0.51	1.31	19.25	(0.00) 19.25
35. 1/2" - drywall per LF - up to 2' tall	17.58	LF	5.84	1.12	103.79	(0.00) 103.79



Nationwide Affinity Insurance Company of America

Robert M Greenlee
 Claims Specialist II
 P.O. Box 182712
 3400 Southpark Place, Suite A, DSPF-62
 Grove City, OH 43123-4856
 Tel: 317-775-7608 Fax: 1-888-319-9943
 greer2@nationwide.com

CONTINUED - Hallway

DESCRIPTION	QTY	UNIT PRICE	TAX	RCV	DEPREC.	ACV
47a. Remove Interior door unit	1.00	EA 11.85	0.00	11.85	(0.00)	11.85
47b. Interior door unit	1.00	EA 155.99	7.29	163.28	(5.57)	157.71
48. Door dummy knob - Detach & reset	1.00	EA 5.44	0.00	5.44	(0.00)	5.44
49a. Remove Casing - 2 1/4"	17.00	LF 0.31	0.00	5.27	(0.00)	5.27
49b. Casing - 2 1/4"	17.00	LF 1.74	1.00	30.58	(0.51)	30.07
50. Stain & finish door/window trim & jamb (per side)	2.00	EA 28.37	0.77	57.51	(3.94)	53.57
51. Stain & finish door slab only (per side)	2.00	EA 40.45	1.09	81.99	(5.56)	76.43
52. Stain & finish casing	17.00	LF 1.09	0.21	18.74	(1.09)	17.65
53. Carpet pad	67.98	SF 0.55	2.28	39.67	(17.46)	22.21
54. Carpet	89.50	SF 2.57	12.84	242.86	(98.16)	144.70
Not Covered Reference Only Totals:			36.93	1,159.59	(141.30)	1,018.29
Totals: Hallway			36.93	1,159.59	141.30	1,018.29



Utility Room

Height: 7' 10"

707.03 SF Walls	254.37 SF Ceiling
961.40 SF Walls & Ceiling	254.37 SF Floor
28.26 SY Flooring	90.83 LF Floor Perimeter
93.83 LF Ceil. Perimeter	

Door	3' X 6' 8"	Opens into HALLWAY
Window	2' 8" X 1'	Opens into Exterior
Window	2' 8" X 1'	Opens into Exterior
Window	2' 8" X 1'	Opens into Exterior

DESCRIPTION	QTY	UNIT PRICE	TAX	RCV	DEPREC.	ACV
NOT COVERED REFERENCE ONLY						
55. Contents - move out then reset - Large room	1.00	EA 51.87	0.00	51.87	(0.00)	51.87
56. Water extraction from hard surface floor - Cat 3 water	254.37	SF 0.68	12.11	185.08	(0.00)	185.08
57. Apply anti-microbial agent	436.03	SF 0.18	6.15	84.64	(0.00)	84.64
58. Clean concrete more than the floor	436.03	SF 0.20	6.44	93.65	(0.00)	93.65



Nationwide Affinity Insurance Company of America

Robert M Greenlee
 Claims Specialist II
 P.O. Box 182712
 3400 Southpark Place, Suite A, DSPF-62
 Grove City, OH 43123-4856
 Tel: 317-775-7608 Fax: 1-888-319-9943
 greer2@nationwide.com

CONTINUED - Utility Room

DESCRIPTION	QTY	UNIT PRICE	TAX	RCV	DEPREC.	ACV
Not Covered Reference Only Totals:			24.70	415.24		415.24
Totals: Utility Room			24.70	415.24	0.00	415.24
Area Not Covered Reference Only Total:			225.42	6,518.40	(801.33)	5,717.07
Totals: Main Level			225.42	6,518.40	801.33	5,717.07

Equipment

DESCRIPTION	QTY	UNIT PRICE	TAX	RCV	DEPREC.	ACV
NOT COVERED REFERENCE ONLY						
59. Equipment setup, take down, and monitoring (hourly charge)	3.00	HR	41.60	8.74	133.54	(0.00) 133.54
60. Air mover (per 24 hour period) - No monitoring	45.00	EA	24.95	78.59	1,201.34	(0.00) 1,201.34
61. Dehumidifier (per 24 hour period) - Large - No monitoring	3.00	EA	71.00	14.91	227.91	(0.00) 227.91
62. Negative air fan/Air scrubber (24 hr period) - No monit.	3.00	DA	73.28	15.39	235.23	(0.00) 235.23
63. Carbon vapor filter (for air scrubber) - 16" x 16"	1.00	EA	61.55	8.28	69.83	(0.00) 69.83
64. Equipment decontamination charge - per piece of equipment	17.00	EA	28.55	37.68	523.03	(0.00) 523.03
65. Add for personal protective equipment (hazardous cleanup)	16.00	EA	9.15	19.25	165.65	(0.00) 165.65
66. Single axle dump truck - per load - including dump fees	1.00	EA	208.51	0.00	208.51	(0.00) 208.51
67. Lead swab test - self test (per sample)	5.00	EA	12.39	1.14	63.09	(0.00) 63.09
Home was built pre 1978						
Not Covered Reference Only Totals:			183.98	2,828.13		2,828.13
Totals: Equipment			183.98	2,828.13	0.00	2,828.13
Area Not Covered Reference Only Total:			409.40	9,346.53	(801.33)	8,545.20
Line Item Totals: JACOB_HARTMANN			409.40	9,346.53	801.33	8,545.20



Nationwide Affinity Insurance Company of America

Robert M Greenlee
Claims Specialist II
P.O. Box 182712
3400 Southpark Place, Suite A, DSPF-62
Grove City, OH 43123-4856
Tel: 317-775-7608 Fax: 1-888-319-9943
greer2@nationwide.com

Grand Total Areas:

1,868.73 SF Walls	764.46 SF Ceiling	2,633.20 SF Walls and Ceiling
764.46 SF Floor	84.94 SY Flooring	231.83 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	278.17 LF Ceil. Perimeter
764.46 Floor Area	832.21 Total Area	1,868.73 Interior Wall Area
953.22 Exterior Wall Area	126.00 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	



Nationwide Affinity Insurance Company of America

Robert M Greenlee
Claims Specialist II
P.O. Box 182712
3400 Southpark Place, Suite A, DSPF-62
Grove City, OH 43123-4856
Tel: 317-775-7608 Fax: 1-888-319-9943
greer2@nationwide.com

Summary for Not Covered Reference Only

Line Item Total	8,937.13
Material Sales Tax	141.51
Cln Mat Sales Tax	18.02
Subtotal	9,096.66
Cleaning Total Tax	249.87
Replacement Cost Value	\$9,346.53
Less Depreciation	(801.33)
Actual Cash Value	\$8,545.20
Less Deductible	(1,000.00)
Net Claim	\$7,545.20
Total Recoverable Depreciation	801.33
Net Claim if Depreciation is Recovered	\$8,346.53

Robert Greenlee

This estimate includes amounts to test and/or for initial containment of lead and/or asbestos. These amounts may not be covered by your policy given the absence of direct physical loss to your property caused by lead and/or asbestos and/or the application of certain policy exclusions, including those for loss resulting directly or indirectly from enforcement of an Ordinance or Law and from Contamination or Pollution. Nonetheless, as an accommodation to you, the company has agreed to pay the specified testing and/or containment costs on your behalf. In accepting this estimate and the company's payment, you agree that the company is reserving all its rights and that the payment of these testing and/or containment costs will not prejudice, waive, or affect in any way the company's ability to enforce its rights under your policy and otherwise.

For additional information related to lead and asbestos testing and containment, visit www.epa.gov/lead or www.epa.gov/asbestos.

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Paul A. Payne, City Attorney

DATE: July, 2015

SUBJECT: Acknowledge the receipt of tort claim filed by Dawn McDuffee

RECOMMENDATION: A approve acknowledgement of the Tort Claim filed by Dawn McDuffee

BACKGROUND; The City of Fremont has received a Notice of Tort Claim on behalf of Dawn McDuffee alleging certain claims in connection with an alleged branch damaging siding which occurred on or about June 18, 2016 at 1342 East 19th Street, Fremont, Nebraska.

Without getting into issues concerning the City's and other parties' liability, and whether the claim of Dawn McDuffee is fair and reasonable, we are simply providing a copy of this claim to you in compliance with the Nebraska Political Subdivision Tort Claims Act.

For a person to assert a tort claim against the City of Fremont, a written notice of the claim must be filed with the City clerk, Secretary or other official responsible for keeping official records. The claim must be filed within one year of the accrual of the claim, and the Council has six months to act on the claim. No suit can be filed until after the Council acts on the claim, or the six months has run.

Historically, the City of Fremont has simply let the six months run. Not all claims result in a suit being filed, so it makes good sense to not act affirmatively in many instances. In any event, if you wish to look further into this claim, please contact the City Administrator's office or the City Attorney and we will provide you with the information which we have in connection with the claim. Our recommendation is to continue to take no affirmative action on tort claims. It must be emphasized that by providing copies of alleged claims to you, we are not making an admission or representation that a claim has been properly filed in any respect. We also recommend that no comments concerning a particular claim be made during Council meetings, unless you decide to bring the matter on for formal consideration. Even then, we ask the comments be carefully considered so that the legal rights of all parties are preserved.

This is not an item for council action other than to simply acknowledge that the claim has been received

Fiscal Impact: unknown

Please complete the following:

Claimant Name: Dawn McDuffee Phone Number: ~~XXXXXXXXXX~~

Claimant Address: 1342 E 14th St Fremont NE 68005

Date of Loss: June 18, 2016

Location of Loss: 1342 E 14th St Fremont NE 68005

Description of Loss (use another sheet of paper if necessary):

On June 18 approx 6-6:30am the Dept of Utilities worker was in my back yard to remove a branch from the electric wire. When he removed the branch from the wire, the branch then fell on the telephone, & cable wires attached to the house. Both wires were ripped out of the siding, taking siding & insulation with them; both wires remained attached to their boxes & are working.

→ sorry I don't remember his name

Witness Name: Dept of Utilities Witness Phone: ~~XXXXXXXXXX~~

Attachments: _____ Photo(s): ✓ Estimates: ✓ Medical Bill(s): _____

Other: _____ (Check all that apply)

Dawn McDuffee
Signature of Claimant

6-23-16
Date

Dawn McDuffee
Printed Name of Claimant

City Department Involved: _____

Customer: Dawn McDuffee

Date: June 23, 2016

Address: 1342 E 19th St
Fremont, NE 68025



Location: 1342 E 19th St
Fremont, NE 68025

Description of work to be completed, including labor & materials unless noted:

Siding repair on back of house

Remove damaged siding

Replace with new 8" aluminum pre-painted lap siding to match existing as close a possible

Siding color is not guarenteed to match existing. Paint may be needed - not included in this bid

50% Down to begin project	\$220.00
Final Upon completion of project	\$220.00
Bid for Total Project:	\$440.00

Note: Any modifications to above description will be in addition to bid price

Signature _____

Date: _____

Signature _____

Date: _____

Please call Mike at 402-719-5375 with any questions regarding this project.
Thank you for your business.







STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Paul A. Payne, City Attorney

DATE: July, 2015

SUBJECT: Acknowledge the receipt of tort claim filed by Daniel Soukup

RECOMMENDATION: A approve acknowledgement of the Tort Claim filed by Daniel Soukup

BACKGROUND; The City of Fremont has received a Notice of Tort Claim on behalf of Daniel Soukup alleging certain claims in connection with an alleged flooding in the basement which occurred on or about June 18, 2016 at 2041 East 19th Street, Fremont, Nebraska.

Without getting into issues concerning the City's and other parties' liability, and whether the claim of Daniel Soukup is fair and reasonable, we are simply providing a copy of this claim to you in compliance with the Nebraska Political Subdivision Tort Claims Act.

For a person to assert a tort claim against the City of Fremont, a written notice of the claim must be filed with the City clerk, Secretary or other official responsible for keeping official records. The claim must be filed within one year of the accrual of the claim, and the Council has six months to act on the claim. No suit can be filed until after the Council acts on the claim, or the six months has run.

Historically, the City of Fremont has simply let the six months run. Not all claims result in a suit being filed, so it makes good sense to not act affirmatively in many instances. In any event, if you wish to look further into this claim, please contact the City Administrator's office or the City Attorney and we will provide you with the information which we have in connection with the claim. Our recommendation is to continue to take no affirmative action on tort claims. It must be emphasized that by providing copies of alleged claims to you, we are not making an admission or representation that a claim has been properly filed in any respect. We also recommend that no comments concerning a particular claim be made during Council meetings, unless you decide to bring the matter on for formal consideration. Even then, we ask the comments be carefully considered so that the legal rights of all parties are preserved.

This is not an item for council action other than to simply acknowledge that the claim has been received

Fiscal Impact: unknown

TORT CLAIM SUBMISSION FORM

In accordance with the Tort Claims Act, it is the responsibility of a citizen reporting a personal injury or property damage claim to file a written claim with the Clerk of the City of Fremont, Nebraska. Such claim shall include what happened, when and where the incident occurred. All claims must be in writing and signed by the claimant(s). The form below may be used for this submission. Claims shall also include any medical bills for personal injury, written estimates for repair of property damage, photographs, witness contact information along with any other documentation applicable to the claim. Citizens should deliver their claims and supporting documentation to the City Clerk's Office.

SCANNED

JUL 07 2016
BY: [Signature]

City Clerk
City of Fremont
400 East Military Avenue
Fremont NE 68025-5141
(42) 727-2630

RECEIVED

JUL 07 2016
BY: [Signature]

Please complete the following:

Claimant Name: DANIEL and Jane Soukup Phone Number: [Redacted]

Claimant Address: 2041 EAST 19th St

Date of Loss: June 18, 2016

Location of Loss: 2041 EAST 19th St

Description of Loss (use another sheet of paper if necessary):
Pad and CARPET
Bill for Water Removal

Witness Name: Randy HEARICKSON Witness Phone: [Redacted]

Attachments: Photo(s): [checked] Estimates: Medical Bill(s):

Other: [checked] (Check all that apply)

[Signature]
Signature of Claimant

July 1, 2016
Date

DANIEL Soukup
Printed Name of Claimant

City Department Involved: City of Fremont

STEAMWAY OF FREMONT

837 North 'D' Street #3

Fremont, NE 68025

402-620-1402

Date-June 19, 2016

Customer Name- Dan Soukup

~~Telephone (402) 620-8951~~

Address-2041 East 19th Street Fremont, NE 68025

Description of work done-

Extract water from carpet and concrete floor at the above address

Amount-\$500.00

Tax- \$35.00

TOTAL DUE--\$535.00

*Ref check 4411
June 27, 2016
535.00*

Thank you for choosing Steamway of Fremont for this restoration project.

Sincerely;



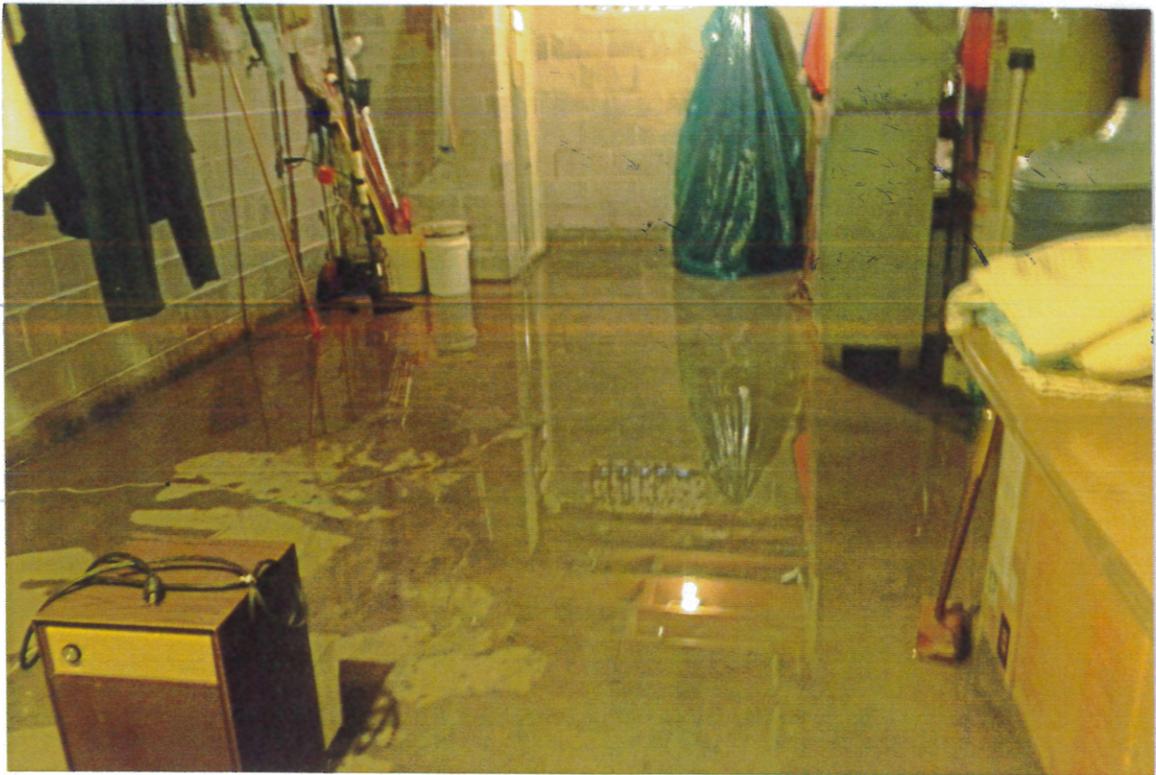
Randy Henrichson

Owner/operator

Steamway of Fremont

*Rec'd
by R. M.*





Dan and June Soukup

2041 East 19th St

Fremont, WY 68025

402-721-3691

Dan and June Soukup

2041 East 19th St

Fremont, WY 68025

402-721-3691



Dan and Jane Soukey
2041 East 19th St
Fremont, Ne 68025

Dan and Jane Soukey
2041 East 19th St
Fremont Ne 68025
402-721-7691



Donald James Soukup
7041 East 19th St
Front, Mo 68125
402-721-3691

Donald James Soukup
7041 East 19th St
Front, Mo 68125
402-721-3691

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 – Final 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: Mayor and City Council
FROM: Troy Anderson, Director of Planning
DATE: June 24, 2016
SUBJECT: Zoning Change – 1510 S Main St.

Recommendation: 1) hold second 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

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: John Hemschemeyer – Director of Human Resources

DATE: July 7, 2016

SUBJECT: Group Medical, Dental, and Associated Benefit Plans

<p>Recommendation: Approve recommendation of IMA to enter into a 3 year agreement with Blue Cross Blue Shield of Nebraska for the City of Fremont's Medical, Dental, Prescription Drug Plans, and with Blue Cross's recommended vendor for COBRA and Flex Administration.</p>

Background: The City has retained IMA Inc., as our insurance broker for a number of years. The attached letter from IMA Inc., outlines their recommendation to change providers from RCI to Blue Cross Blue Shield of Nebraska. The change will be effective on October 1, 2016. Medical and Dental benefits will remain the same. The City will benefit from deeper PPO network discounts for Medical expenses and will now have a similar network for Dental providers. Disruption analysis shows that 96.2 percent medical providers used by our employees last year will be in the new PPO network. In addition, the City will now have a Dental PPO network with 82.7 percent of dental providers used last year being in the PPO dental network. Our current Stop loss contract with Starline, approved by the Council earlier this year will also remain in place but at a reduced rate. COBRA and Flex administration costs will also be reduced over current levels.

Fiscal Impact: Analysis by IMA projects annual savings of \$470,000 during the first year. This will be reduced slightly by approximately \$53,720 in run-out fees charged by RCI, our currently administrator to pay claims after October 1, 2016 that were incurred prior to October 1, 2016. This is a normal transition expense.



July 5, 2016

John Hemschemeyer
Human Resources Director
400 E Military
Fremont, NE 68025

RE: 2016 Renewal and Marketing Summary

John,

On behalf of City of Fremont, IMA sent Requests for Proposal (RFP) for Third Party Administration (TPA)/Medical and Dental Network Access and Pharmaceutical Benefit Management (PBM) to pursue additional savings for the City's benefit program. An October 1, 2016 effective date was requested with a 12 month contract period.

Current Vendors

RCI, Midlands Choice and NPS are not changing their rates October 1, 2016.

Request for Proposals

RFP's were sent to Meritain/Aetna, Blue Cross Blue Shield of Nebraska (BCBSNE), Cigna, UMR/United Healthcare.

IMA also requested self-funded dental options. RFP's were sent to BCBSNE, Cigna, Delta Dental of Nebraska and MetLife.

Market Analysis

As a package option, BCBSNE is the most competitive provider for City of Fremont. This recommendation is based on provider match, network discounts and pharmaceutical savings and rebates. IMA conducted a thorough network re-price analysis and found BCBSNE's discounts to be the deepest and most consistent. BCBSNE is also offering is the most competitive dental option for City of Fremont. See below for a summary of costs.



MEDICAL

Vendors (10/1/16-9/30/17)	TPA / Network Access Fees – Per Employee Per Month	TPA / Network Access Fees – Annual*	Expected Claims**	Stop Loss (Individual and Aggregate)***	Total Annual Projected Costs	Annual Difference
RCI / Midlands Choice / NPS / StarLine	\$24.25	\$78,570	\$5,235,911	\$540,821	\$5,855,302	
Meritain / Aetna / NPS / StarLine	\$31.85	\$103,194	\$5,078,364	\$524,596	\$5,706,154	-\$149,148
BCBSNE (Administration****, Network Access and PBM) / StarLine	\$43.70	\$141,588	\$4,796,573	\$508,372	\$5,446,533	-\$408,769
UMR / UHC / NPS / StarLine	\$47.00	\$152,280	\$5,025,849	\$519,188	\$5,697,317	-\$157,985

* Based on 270 employees.

** As projected by StarLine (City of Fremont's stop loss vendor). Additional expected prescription savings and rebates are included in these numbers.

*** Projected amounts from StarLine for changes in TPA's and networks.

**** Administration fees are guaranteed for 3 years.

BCBSNE offers a Medical Provider Savings Discount Guarantee, whereby City of Fremont is refunded a portion of the administration fee if the discounts are not as deep as projected, and if discounts are greater than projected, City of Fremont pays an additional administration fee to BCBSNE. This program is structured such that City of Fremont cannot lose.

DENTAL

Vendors (10/1/16-9/30/17)	Network Access Fee – per Employee per Month	TPA/Network Access Fees – Annual	Expected Claims	Total	Difference
RCI (no network)	\$2.00	\$6,480	\$283,338	\$289,828	
BCBSNE (3 year admin fee)	\$3.90	\$12,636	\$215,337	\$227,973	-\$61,845
Delta Dental	\$4.75	\$15,390	\$224,946	\$240,336	-\$49,482



Summary

IMA's recommendation is to move to BCBSNE October 1, 2016 for medical administration and network access, dental administration and network access and pharmacy benefit management. BCBSNE has offered City of Fremont a 3 year rate guarantee for medical and dental administration for an additional 3.2%. IMA believes this to be the most attractive option. City of Fremont's next renewal would be 10/1/19. IMA also recommends implementing Discovery Benefits (through BCBSNE) for Flexible Spending Account (FSA) and COBRA Administration effective 10/1/16. Discovery Benefits is \$0.25 less per participant for FSA and \$0.15 less per participant for COBRA administration, resulting in additional savings for the City of Fremont.

These recommendations are projected to save City of Fremont approximately \$470,000 over renewing with the current vendors.

RCI's run-out fees to administer claims incurred prior to 10/1/16 are estimated to be \$53,720

Sincerely,

Lee Littlejohn
Account Executive, IMA Financial Group

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: TYLER FICKEN, CITY CLERK

DATE: July 7, 2016

SUBJECT: SATELLITE KENO APPLICATION – WHIS’S END ZONE LOUNGE

Recommendation: Move to approve keno satellite application of Whis’s End Zone Lounge 843 & 845 South Broad Street, Fremont, NE 68025

Background: The State requires Form 50G to be signed by the City Authorized Official (Mayor).



11115 "O" Street • Omaha, NE 68137
Phone (402) 339-1200 • Fax (402) 339-7382

June 22, 2016

Mr. Tyler Ficken
City Clerk
City of Fremont
400 East Military
Fremont, NE 68025-5141

RE: NEW KENO SATELLITE APPLICATION

Dear Mr. Ficken:

I am pleased to inform you that Big Red Keno is presenting you with a new keno sales outlet (satellite) application for the following location:

Whis's End Zone Lounge
843 & 845 South Broad Street
Fremont, NE 68025

I have enclosed:

- A copy of the Satellite Lease and Operating Agreement
- Form 50G Schedule II for your signature after approval

Please place the keno sales outlet location application on the Council's agenda for approval at your earliest convenience. Could you please email the date it will be on the agenda? After approval, please return the signed Schedule II and a copy of the resolutions to me at the address below. If you have any questions, please feel free to contact me at 402-670-2965.

Thank you,

A handwritten signature in cursive script that reads "Katrina Coffey".

Katrina Coffey
Vice President of Sales & Community Relations
Big Red Keno
11115 O Street
Omaha, Ne 68137



NEBRASKA SCHEDULE II - County/City Lottery Sales Outlet Location Application

FORM 50G

- No license fee required
- Incomplete schedules will be returned
- Read instructions on reverse side

PLEASE DO NOT WRITE IN THIS SPACE

1 Nebraska I.D. Number of County, City, or Village: 770191 2 County, City, or Village Name as shown on Form 50G: Fremont

SALES OUTLET LOCATION INFORMATION (Attach additional sheet if necessary)

Your social security number and date of birth are required under the Nebraska County and City Lottery Act and will be used to request criminal history information from law enforcement agencies to determine if the legal requirements for a lottery sales outlet location's license are met.

3 Nebraska Identification Number: 35-11385480 4 Federal I.D. or Social Security Number: 46-0734725 5 Type of Application: New Renewal Report Changes Cancel

BUSINESS NAME AND LOCATION ADDRESS		BUSINESS NAME AND MAILING ADDRESS		
Name	<u>Mitch Sawyer</u>	Business Name	<u>Same</u>	
Trade Name of Business (if Different Than Above)	<u>Whiss's End Zone Lounge</u>	Street or Other Mailing Address		
Street Address	<u>843-845 S. Broad St.</u>	City	State	Zip Code
City	<u>Fremont NE</u>	<u>68025</u>		
Nebraska Liquor License Number	<u>CK-099140</u>			

6 Type of Ownership: Sole Proprietorship Domestic Corporation Limited Liability Company Nonprofit Corporation or Organization Partnership Foreign Corporation Domesticated Corporation Other _____ 7 Location Type: Keno Satellite Keno Independent Game

8 List the social security number, full name, home address, date of birth, type of involvement, and percentage of ownership for each of the following persons involved with the applicant.

a. If a sole proprietorship, list the individual owner.

b. If a partnership, list each partner and spouse.

c. If a corporation, list each officer and spouse and each person or entity holding ten percent or more of the debt or equity of the applicant corporation. If any entity holding ten percent or more of the debt or equity of the applicant corporation is a partnership, limited liability company, or corporation, list each partner of such partnership, each member of such limited liability company, or each officer of such corporation and every person or entity holding ten percent or more of the debt or equity of any such partnership, limited liability company or corporation.

d. If a limited liability company, list each member and spouse.

e. If a nonprofit organization or nonprofit corporation, list each officer and the person designated as manager.

(Attach additional sheet if necessary)

Social Security Number	Name, Address, City, State, Zip Code (See Instructions)	Date of Birth	Type of Involvement and Percentage of Ownership
[REDACTED]	<u>Mitch Sawyer - 1737 Frederiksen St - Fremont 68025</u>	[REDACTED]	<u>Owner</u>
[REDACTED]	<u>Bridget Sawyer - same address</u>	[REDACTED]	<u>Spouse</u>

9 Does any person other than those listed in line 8 above have any ownership interest in the license applicant? (See Instructions)

YES NO

If Yes, in the case of an individual, identify the social security number, full name, home address, date of birth, type of ownership interest of each such individual. In the case of a business, identify the federal employer identification number, business name, address, and type of ownership interest of each such business. (Attach additional sheet if necessary)

10a Has anyone listed in line 8 ever been convicted of, forfeited bond upon a charge of, or pled guilty or nolo contendere to any felony or misdemeanor at any time involving any gambling activity, fraud, theft, willful failure to make required payments or reports, or filing false reports with a government agency at any level? This includes shoplifting or issuing bad checks.

If Yes, see instructions. YES NO

10b Has anyone listed in line 8 ever been convicted of, forfeited bond upon a charge of, or pled guilty or nolo contendere to any felony other than that described in line 10a within ten years preceding the date of this application?

If Yes, see instructions. YES NO

11 Has each of the individuals listed in line 8 above filed fingerprint cards and proper fees for criminal background investigation with the Nebraska State Patrol, or when applicable, attached a signed affidavit for each spouse waiver? (See Instructions)

YES NO

12 Do any of the individuals listed in line 8 above have a financial interest, directly or indirectly, in any company licensed as a manufacturer or distributor pursuant to the Nebraska Bingo Act or the Nebraska Pickle Card Lottery Act or in any company licensed as a manufacturer-distributor pursuant to the Nebraska County and City Lottery Act?

If Yes, attach a detailed explanation of such interests. YES NO

13 Does any member of the governing board or any governing official of the county, city, or village named in this application have any financial interest, directly or indirectly, in the business named in this application?

If Yes, attach a detailed explanation of such interests. YES NO

14 Do any of the individuals listed in line 8 above currently hold or have any of the individuals previously held any other licenses issued under the Nebraska Bingo Act, the Nebraska Pickle Card Lottery Act, the Nebraska Lottery and Raffle Act, or the Nebraska County and City Lottery Act?

YES NO If Yes, indicate the types of licenses, and their current status (active, suspended, cancelled, revoked, or expired). Pickle Lic

Under penalties of law, I declare that I have examined this application, and to the best of my knowledge and belief, it is correct. I will comply with the provisions of the Nebraska County and City Lottery Act and the regulations adopted under such Act.

sign here

[Signature]
Signature of Sales Outlet Location Owner, Member, Partner, Officer, or Person Authorized by Attached Power of Attorney

owner
Title

6/15/16
Date

[REDACTED]
Daytime Telephone Number

Name of Person to Contact Regarding This Application:

Name: Mitch Sawyer

Title: owner

Daytime Telephone Number: [REDACTED]

AUTHORIZATION - Signature of Governing Official
Attach documentation indicating approval of location by governing board of the county, city or village and a copy of the site agreement.

sign here

I declare that I have examined this application, and authorize the applicant to conduct a lottery on behalf of the county, city, or village named in this application.
Authorized Signature

Title

Date

Daytime Telephone Number

12. **Expanded Gambling.** If additional gambling activities are legalized in the future and you wish to offer those activities at the Premises, we agree to use our best efforts to make those activities available to you on mutually agreed terms. If we are unable to do so for any reason within six months after your written request for such legal gambling activities, you may discontinue your obligation to staff the Game in accordance with Section 14. In return for the foregoing and our other obligations herein, and in view of our significant capital investment in reliance hereon, you agree not to permit anyone other than us to offer, supply or install gambling activities (other than paper pickle cards as allowed by the Nebraska Pickle Card Lottery Act on the date this Agreement is signed by us) at the Premises under any circumstances before the Scheduled Expiration Date of this Agreement.

13. **Indemnity.** You agree to indemnify, defend and hold us, the Community, and our and their respective employees and agents, harmless from and against any and all losses, costs, expenses (including reasonable attorneys' fees) and damages arising out of or related to: (a) your breach of this Agreement; or (b) any third party claim based on your, your staff's, or your customers' acts or omissions; or (c) the conduct of your business or the condition of the Premises or any adjoining areas (including parking areas). We will not, however, be entitled to such indemnity if the sole proximate cause of proven damages was our own negligence or willful misconduct.

14. **Your Right to Terminate or Discontinue.** You may terminate this Agreement early if we materially default hereunder, and fail to cure our default within 30 days after receipt of written notice from you, specifying our default to be corrected. You may discontinue your responsibility to staff the Game: (a) if we propose a rent reduction pursuant to Section 3 and you give us written notice that you reject the same within 15 days after your receipt thereof; (b) if you determine, reasonably and in good faith, that continued staffing would be unprofitable; or (c) if we are unable to provide you, under Section 12, with additional gambling activities that you desire. Discontinuation of staffing shall not terminate this Agreement. We may, but are not required to, staff the Game at the Premises if you discontinue staffing. In such event, we may deduct the cost thereof from the rent due. If you discontinue staffing, any reconcomencement thereof by you will be subject to approval by us and applicable government authorities. Your right to terminate this Agreement or discontinue staffing under this Section is your exclusive remedy for our breach of this Agreement, and is in lieu of any other rights and remedies which you may have at law or equity.

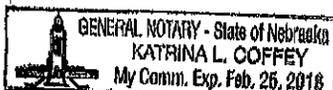
15. **Our Right to Terminate or Discontinue.** We may terminate this Agreement early or discontinue our responsibilities under Section 6 without causing a termination hereof if: (a) you or your staff fail to comply with Section 2 or Section 10 in any respect, or your license to act as a sales outlet location is denied or revoked; (b) you otherwise materially default hereunder, and fail to cure the same within 30 days after receipt of written notice from us; (c) you discontinue staffing for any reason; (d) a material adverse change occurs in your business, financial or other condition, in our good faith determination; (e) there is a change in ownership of your business or you transfer your interest in, or discontinue business at, the Premises; (f) you have lost more than \$700 in Weekly Handle on average during any calendar quarter; or (g) we determine in good faith that a change in Regulatory Requirements will make continuation of our responsibilities hereunder impractical or unprofitable.

16. **Remedies.** If we terminate this Agreement early or exercise our right to discontinue our obligations in accordance with Section 15, we will be entitled to recover our damages, in addition to our other rights and remedies at law and in equity. Our damages are deemed to be no less than the product of: (i) the number of weeks remaining until the Scheduled Expiration Date; multiplied by (ii) eight percent (8%) of your average Weekly Handle (averaged for the period beginning with commencement of the Game at the Premises and ending 12 months before the event giving rise to such termination or discontinuance; if the Game at the Premises continued for less than 15 months, we will use the average for the first half of such period). We will not, however, be entitled to damages if our termination or discontinuance was based solely on: (A) Section 15(f); or (B) Section 15(c) or 15(e) provided that you otherwise continue to comply with the terms of this Agreement until the Scheduled Expiration Date (including, but not limited to, your obligation not to permit additional gambling activities under Section 12, even in circumstances where we are unable to provide you with the additional gambling activities that you desire). You further agree that we shall be entitled to specific performance and/or injunctive relief to enforce the terms hereof, including, but not limited to, injunctive relief against third parties, with respect to violations pertaining to Section 12. As security for your performance of Section 12 and payment of our damages occasioned thereby, you hereby grant us a security interest in and assign to us any rents or other payments due under any lease or other agreement and any other revenues to which you may be entitled with respect to other gambling activities on the Premises; and you also hereby grant us a power of attorney to sign and file on your behalf any financing statement or other document related to such security interest.

Miscellaneous. This Agreement: (a) is a continuation of any prior existing lease we may have with regard to the Premises; (b) supersedes the terms of any and all such leases and is the exclusive statement of the agreement of the parties with respect to the subject matter hereof; (c) may not be amended except in writing executed by the parties; and (d) shall be interpreted and enforced in accordance with the laws of Nebraska. This Agreement binds the undersigned Satellite, the individual signing this Agreement, the Premises, any successor-in-interest to the business of the undersigned Satellite, and any new location to which your business is moved or expanded, through the Scheduled Expiration Date, unless terminated earlier as provided herein, and the provisions of this Agreement which survive termination continue to bind such persons and locations after termination. If any provision of this Agreement shall be unenforceable, the remaining provisions shall remain in effect. No waiver hereunder (whether by course of conduct or otherwise) shall be effective unless in writing and no waiver shall be considered a waiver of any other or further default. Our nonenforcement or waiver of any provision under any similar agreement(s) shall not be deemed a waiver of any provision under this Agreement. The parties intend their relationship under this Agreement to be that of independent contractors and not employees, agents, joint venturers, or partners; neither party shall have the power or authority to bind the other. Notices hereunder shall be given in writing by personal delivery or certified mail, addressed to the parties at the addresses set forth herein and shall be deemed given upon receipt.

Satellite Name: <u>Mitch Sawyer</u> <u>Whis's End Zone Lounge</u> Premises Address: <u>843-845 S. Broad St.</u> <u>Fremont, NE 68025</u> <small>(Premises legal description attached as Attachment A)</small>	I have read and understand this Agreement (Front and Back) and am signing on behalf of myself and the Satellite named herein. By: <u>[Signature]</u> Print Name: <u>Mitch Sawyer</u> Title: <u>owner</u>
State of Nebraska, Co. of <u>DODGE</u> as This Instrument was acknowledged before me on <u>6-15-16</u> by <u>Mitch Sawyer</u> the <u>owner</u> of <u>Whis's End Zone Lounge</u> a <u>Nebraska Sole Proprietorship</u> on behalf of the <u>Sole Proprietorship</u> <u>[Signature]</u> Notary	Accepted: EHPV Lottery Services LLC By: <u>[Signature]</u> Officer of EHPV Lottery Services LLC Print Name: <u>Todd Ryan</u> Dated: <u>6/17/16</u>

© 1995-2013 EHPV LOTTERY SERVICES LLC. ALL RIGHTS RESERVED. VERSION 2013A



SUBJECT TO TERMS ON REVERSE

BIG RED KENO**FREMONT SATELLITE LEASE AND OPERATING AGREEMENT**

This Satellite Lease and Operating Agreement is between EHPV Lottery Services LLC dba Big Red Keno, 11248 John Galt Boulevard, Omaha, NE 68137 and the undersigned "Satellite". In this Agreement: (i) "we", "us", and "our" means and refers to EHPV Lottery Services LLC; (ii) "you" and "your" means and refers to the undersigned Satellite and any successor-in-interest to the business of the undersigned Satellite; (iii) "Premises" means the location specified below and any new location to which your business is moved or expanded; (iv) "Game" means the legal gambling activities contemplated by this Agreement; (v) "Equipment" means any computer(s), input terminal(s), display device(s) and other equipment that we place at the Premises; (vi) "Supplies" means tickets, bet slips and other items of personal property necessary to play the Game; (vii) "Weekly Handle" means the amount wagered on the Game at the Premises in any week, determined in accordance with the Game Rules; (viii) "Game Rules" means the Big Red Keno Satellite Manual and other rules we develop or implement from time to time for conduct of the Game, all of which are made a part of this Agreement; (ix) "Game Funds" means all proceeds of wagers, whether or not accepted in violation of this Agreement; (x) "Scheduled Expiration Date" means the last day that this Agreement may be effective, taking into account all possible Renewal Terms; (xi) "Community" means the City of Fremont and the Village of Englewood as their interests may appear.

1. **Lease.** You hereby lease to us space within the Premises specified below. That space shall be as indicated on Attachment A or as mutually agreed and shall in any event be sufficient to allow play of the Game and placement of the Equipment in a manner that is convenient for your customers. You agree that we may enter the Premises at any time during your normal business hours for purposes of inspecting or repairing the Equipment, viewing the manner in which the Game is offered, reviewing Game records, conducting Game audits, or exercising our rights under Section 7.

2. **Compliance with Law.** You agree to: (a) obtain and maintain in effect during the term of this Agreement all necessary and applicable licenses, permits, and approvals (including, but not limited to, a federal wagering stamp, a sales outlet location license, and any necessary licenses for your staff); and (b) comply with all "Regulatory Requirements" which include, but are not limited to, all applicable laws, regulations, ordinances, resolutions, rules and rulings promulgated by any federal, state or local government or any court, agency, instrumentality or official, and specifically including, but not limited to, the lottery operator agreement or similar agreement between us and the Community, and related rules, agreements, memoranda of understanding, resolutions and actions, and the Nebraska County and City Lottery Act and regulations promulgated pursuant thereto, all as now existing or hereafter amended, adopted or replaced, and whether applicable to conducting the Game at the Premises, the operation of your business or otherwise.

3. **Rent.** We will pay you rent equal to 4.5% of the first \$15,000 of Weekly Handle, 6.5% of any amount over \$15,000 of Weekly Handle. We will pay rent at least twice each month on settlement dates we choose. If we pay rent based on a period shorter or longer than one week, we may prorate or multiply the \$15,000 threshold to fit that period. We may withhold or offset rent against any amounts you owe us or our affiliates under this Agreement or otherwise. If there is a change in Regulatory Requirements or other change in circumstances that we consider to be adverse, we may decrease the amount of rent due hereunder upon 45 days' prior written notice to you.

4. **Staffing.** You agree to supervise and be responsible for the staffing necessary at the Premises for customers to play the Game, and to require your staff to comply with all Game Rules and Regulatory Requirements. Staff members who have not been trained or approved by us or who have not been appropriately licensed shall not be permitted to have any duties with respect to the Game.

5. **Your Obligations.** You agree to comply with and perform all of your obligations under the Game Rules and this Agreement. You agree to: (a) maintain (or reimburse us for) electrical power and phone lines (or other communications services designated by us); (b) operate your business and the Premises in a clean, safe, orderly, lawful and respectable manner and condition, with no adverse changes as compared to when you became a sales outlet location for the Game; (c) maintain current, complete and accurate records pertaining to your business and transactions related to the Game and give us and relevant government officials access thereto promptly on request; (d) maintain commercially reasonable insurance (including, at least, public liability insurance) naming us as an additional insured and provide us with certificates evidencing the same on request; (e) pay all applicable taxes pertaining to conduct of the Game at the Premises (including, but not limited to, federal, state and local excise and occupational taxes); (f) use your best efforts to detect and prevent cheating with respect to the Game and tampering with the Equipment and Supplies and immediately report the same or your reasonable suspicions related thereto to us; and (g) maintain the confidentiality of all materials and information that we provide to you and return the same to us upon termination of this Agreement. You represent and agree that you have and will maintain all third party approvals necessary for you to perform under this Agreement. You agree to meet all of your obligations under this Agreement at your expense, except as expressly provided in this Agreement.

6. **Our Obligations.** So long as you comply with this Agreement, we agree that you may be a sales outlet location for the Game. We will, at our own expense: (a) maintain any necessary central computer for the Game; (b) provide you with Equipment and Supplies and such construction as we determine to be necessary for the installation of the Game at the Premises; (c) repair (and, if necessary, replace) defective Equipment and insure (or self-insure) the same; (d) train your staff in the operation of the Equipment; and (e) market the Game as we deem necessary (e.g., through on-Premises signs). We do not guarantee that operation of the Game or the Equipment will be uninterrupted or error-free. We will not be considered in default if our performance is prevented due to a cause beyond our control, including, but not limited to, computer and communications failures.

7. **Equipment.** All Equipment remains our property, shall not be considered fixtures and shall be returned to us immediately upon any termination or discontinuation pursuant to Sections 14 or 15. We may add to, remove, or alter all or any of the Equipment at any time. You agree to use due care to safeguard the Equipment and agree to notify us immediately if any of it is lost, stolen, damaged, or destroyed or appears to be malfunctioning. You agree to reimburse us for any losses sustained as a result of your failure to comply with the foregoing or the negligence or intentional misconduct of you or your staff or customers.

8. **Marketing and Protection of Marks.** You agree to prominently display the promotional and informational material we provide regarding the Game. You acknowledge that the name "Big Red Keno", the "Big Red" ball, and any other names, marks, slogans and similar materials that we may publish or distribute (the "Marks") are our property, whether or not registered, and you agree not to take any action to impair our ownership or the value thereof, or to bring the same into disrepute. You agree to obtain our prior written approval before you advertise or promote the Game or use the Marks.

9. **Conduct of the Game.** You agree to make the Game available to your customers during your normal business hours. You agree to use reasonable efforts to ensure that persons playing the Game on the Premises are limited to customers physically present on the Premises. Except in the case of tickets written for 21 or more consecutive games, you shall require customers to redeem all winning tickets immediately after the last game to which they relate and before the calling of the next game. You shall redeem all winning tickets in the presence of all customers having purchased tickets at the Premises for the games to which such tickets relate, and you shall not permit customers to purchase tickets, leave the Premises and return later for redemption. In the case of tickets written for 21 or more consecutive games, you may permit delayed redemption in accordance with the Game Rules.

10. **Game Funds.** You shall require all wagers on the Game to be paid in cash (valid U.S. currency) at the time they are made. If you cash checks for customers, you shall do so separately and at your own risk and shall not accept checks in our name. All Game Funds are our sole and exclusive property. You agree to: (a) hold Game Funds in trust for us; (b) keep Game Funds separate from your funds; and (c) prevent any of your creditors or other third parties from seizing or otherwise enforcing any lien, claim or other interest in Game Funds. All Game Funds, less prizes paid by you in accordance with the Game Rules, shall be deposited no later than noon of the first banking day after receipt into a separate bank account that we have approved. If this bank account is other than our account, we are hereby authorized to transfer the balance of that account to our account on a daily basis and you agree to sign a funds transfer agreement to permit the same. We are entitled to immediate payment of any deposit of Game Funds not made when due or for any non-cash wager proceeds that you accept. Interest shall accrue thereon at the lesser of 24% per annum or the highest lawful rate until paid.

11. **Term.** This Agreement shall be effective through February 25, 2015 and shall thereafter be automatically renewed for up to three additional consecutive renewal terms of five years each (each a "Renewal Term") unless we have given you written notice of non-renewal of this Agreement any time before the commencement of the next Renewal Term. Sections 5(e), 6(e), 6(g), 12, 13, and 16 shall survive any termination of this Agreement.

SUBJECT TO TERMS ON REVERSE

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Chief of Police Jeff Elliott
DATE: 06-30-2016
SUBJECT: Dodge County Humane Society contract for animal control services

Recommendation: .Approve, and allow the Mayor to sign the contract

Background: The City of Fremont and The Dodge County Humane Society (DCHS) have worked together to address animal control for the city under a contract that began in August of 2015 and is set to expire in August of 2016.

DCHS has met expectations over the last year and it is my recommendation that we renew our contract with DCHS for animal control services.

The renewed contract would include a 3% increase per year beginning in 2016 for the one year length of the contract; otherwise the contract is the same as the previous contract.

Fiscal Impact:
First year \$87,550

For City Clerk use:

_____ 1st
_____ 2nd
_____ ayes _____ nays

10A1

ANIMAL CONTRACT

THIS CONTRACT is entered into by and between the City of Fremont, a municipal corporation in Dodge County, Nebraska, sometimes hereinafter referred to as "City," and the Dodge County Humane Society, a Nebraska non-profit corporation with its principal place of business at 787 S. Luther Road, Fremont, Nebraska 68025, hereinafter referred to as "DCHS."

RECITALS

WHEREAS, in furtherance of the health, welfare, and safety of the residents and citizens of the City of Fremont, the City recognizes the need for control of animals; and,

WHEREAS, the statutes of the State of Nebraska and the ordinances of the City of Fremont provide laws governing the care and control of animals; and,

WHEREAS, the City has no pound master to enforce said state laws or city ordinances;

WHEREAS, under the provisions of the Fremont Municipal Code, the Mayor and the City Council are authorized to enter into a Contract for the purpose of providing a shelter and staff for carrying out the enforcement of City ordinances or state laws dealing with animal care and control; and,

WHEREAS, DCHS has a lease with the City for a shelter and maintains a staff and is capable and desirous of providing the City with certain enumerated services to enforce and carry out the laws and ordinances for the care and control of animals within the limits of the City of Fremont during the term of this Contract.

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

1) DUTIES OF THE CITY:

The City, in fulfilling the conditions of the Contract for services rendered, agrees and covenants with DCHS as follows:

- a) To cooperate with DCHS and to furnish the services of the City Police Department, whenever, in the sole determination of the City, it shall be necessary to aid in the enforcement and administration of the City ordinances under the Fremont Municipal Code.
- b) To assist DCHS with animal license requirements and compliance.
- c) To pay DCHS the compensation set forth in paragraph 4 hereof.
- d) To review and monitor all the activities and functions of the DCHS relating to this Contract.
- e) To prescribe accounting systems for records and accounts.

- f) To require progress reports, including an annual Contract Completion Report, of the activities and functions of the DCHS.
- g) To be responsible for and issue press releases regarding any interruption in Services.

2) **DUTIES OF DCHS:**

In carrying out the terms of this Contract, DCHS agrees to provide the following services:

- a) To furnish a monthly report of its activities to the Chief of Police of the City of Fremont. This report will include “Tracking” stats in regards to the number of animals entering and exiting the facility, euthanasia’s and reason for the action including “intakes and dispositions” as well as micro chipping records.
- b) To issue licenses required and to enforce and carry out all licensing requirements relating to animals under the Fremont Municipal Code.
- c) To act as pound master and to carry out the duties provided under the Fremont Municipal Code, or as hereafter amended, and, within its authority, to enforce all laws, City ordinances, and rules and regulations of the City of Fremont and the State of Nebraska, relating to the control of animals, both domestic and wild, except animals considered vermin such as rats or mice, within the city limits and to utilize the assistance of the Fremont Police Department in the enforcement of the above laws.
- d) To furnish the services of a shelter, shelter director, and staff to enforce and administer the provisions of the Fremont Municipal Code and Chapter 28, Article 10 of the Statutes of Nebraska.
- e) To be the lead agency for animal control services in disaster situations.
- f) To furnish the services as identified on Exhibit “A” hereto and incorporated herein by reference (the “Services”).

3) **TERM:**

This contract shall be in full force and effect from the date of signing through and including the end of the twelfth month thereafter. The City has the option to renew this agreement if DCHS agrees to do so for an additional one (1) year term.

4) **COMPENSATION:**

In consideration of the services herein provided, the City agrees to pay DCHS the sum specified herein below, payable as follows:

Amount agreed to is a total of \$87,550.00 the first year of the term payable in monthly installments after services are rendered. First payment to be made in the month following for the month for which services were rendered, and the same for the following months.

Further, DCHS shall be entitled to a sum equal to \$1.00 issuance fee per license of the license fees collected by DCHS for licensing animals pursuant to ordinances and regulations of the City of Fremont, Nebraska.

All impound release fees collected by DCHS shall be retained by DCHS and shall not be considered as Compensation to DCHS hereunder.

5) EQUAL EMPLOYMENT OPPORTUNITY CLAUSE:

Annexed hereto as Exhibit "B," and made part hereof by reference, are the equal employment provisions of this Contract. Refusal by DCHS to comply with any portion of this program as therein stated and described will subject the offending party to any or all of the following penalties:

- a) Withholding of all future payments under the involved contract to DCHS in violation until it is determined DCHS is in compliance with the provisions of the Contract;
- b) Refusal of all future bids for any contracts with the City or any of its departments or divisions until such time as DCHS demonstrates it has established an shall carry out the policies of the program as herein outlined.

6) NON-DISCRIMINATION:

DCHS shall not, in the performance of this Contract, discriminate or permit discrimination in violation of federal or state laws or local ordinances because of race, color, sex, age or disability as recognized under 42USCS § 12101 et. seq. and Fremont Municipal Code, political or religious opinions, affiliations, or national origin.

7) CAPTIONS:

Captions used in this Contract are for convenience and are not used in the construction of this Agreement.

8) APPLICABLE LAW:

Parties to this Contract shall conform to all existing and applicable City ordinances, resolutions, state laws, federal laws and all existing and applicable rules and regulations. Nebraska law will govern the terms and the performance under this Contract.

9) INTEREST OF THE CITY:

Pursuant to Fremont ordinances, no elected official or any officer or employee of the City shall have a financial interest, direct or indirect, in any City contract. Any violation of this section with the knowledge of the person or corporation contracting with the City shall render the contract voidable by the Mayor or Council.

DCHS leases the facility from which it operates from the City and any capital improvements or permanent additions or modification to the facility, or its fixtures, must be approved by the City in writing and if approved will be subject to compliance with the City's procurement policies.

10) INTEREST OF THE CONTRACTOR:

DCHS covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict with the performance of services required to be performed under this Contract; it further covenants that, in the performance of this Contract, no person having any such interest shall be employed.

11) MERGER:

This Contract shall not be merged into any other oral or written contract, lease, or deed of any type, except as is set forth in the current lease between the City and DCHS. This is the complete and full agreement of the parties.

12) MODIFICATION:

This Contract contains the entire agreement of the parties. No representations were made or relied upon by either party other than those that are expressly set forth herein. No agent, employee, or other representative of either party is empowered to alter any of the terms hereof unless done in writing and signed by an authorized officer of the respective parties.

13) ASSIGNMENT:

DCHS may not assign its rights under this Contract without the express prior written consent of the City.

14) STRICT COMPLIANCE:

All provisions of this Contract and each and every document that shall be attached shall be strictly complied with as written, and no substitution or change shall be made except upon written direction from an authorized representative. All provisions of this Contract will comply with federal, state and local regulations and DCHS will provide proof of compliance.

15) INDEMNIFICATION:

DCHS shall indemnify and save harmless the City of Fremont, its officers,

employees, and agents from all claims, suits, or actions of every kind and character made upon or brought against the said City of Fremont, its officer, employees, and agents for or on account of any injuries or damages received or sustained by any party or parties as a result of the negligence of the said DCHS or its servants, agents, and subcontractors in performing the work under this Contract.

16) CODE PROVISIONS:

During the term of this Contract, DCHS shall be familiar with and expressly follow the provisions of the Fremont Municipal Code and shall be required to:

- a) Maintain records and accounts, including property, personnel, and financial records, as prescribed by the City to ensure an accounting of all Contract expenses;
- b) Make such records and accounts available for audit purposes to the Finance Director or any other authorized City representative at any time;
- c) Retain such records and accounts for a period of five years;
- d) Submit an annual budget to the City Administration;
- e) Not exceed the limitations so established and not to shift amounts among line items without a properly executed modification of the Contract.
- f) Submit to the City Administration progress reports on a quarterly basis of all activities and functions for which funds of the City are received;
- g) Submit to the City Administration a Contract Completion Report; and;
- f) Be subject to all federal, state and local legislation prohibiting discrimination, including Title VI of the Civil Rights Act, the Fair Employment Practices Ordinance, and the provisions of the City Code of the City of Fremont.

17) VEHICLE:

DCHS will provide a suitably equipped vehicle for the use of the DCHS employees to respond to animal control calls. The insurance, maintenance, repair and servicing of such vehicle shall be the responsibility of DCHS.

18) AUTHORIZED REPRESENTATIVE:

In further consideration of the mutual covenants herein contained, the parties hereto expressly agree that for purposes of notice, including legal service of process, during the term of this Contract and for the period of any applicable statute of limitations thereafter, the following named individuals shall be the authorized representatives of the parties:

1. City of Fremont
Chief of Police
Fremont Police Department
725 N. Park Ave.
Fremont, NE 68025

2. Dodge County Humane Society
President/CEO
787 S. Luther Road
Fremont, NE 68025

19) Assigned DCHS employees will be “on call” and be available to respond to animal control calls six days per week, Monday through Saturday, except for the following holidays:

New Year’s Day
Memorial Day
Fourth of July
Labor Day
Thanksgiving Day
Christmas Day

Calls between 5:00 p.m. and 8:00 a.m. shall be to address emergencies only. The shelter facility will be closed on Sundays and the foregoing holidays and employees will not be on call on those days, except by special agreement between DCHS and the City of Fremont Chief of Police.

EXECUTED this _____ day of _____, 2016.

ATTEST:

DODGE COUNTY HUMANE SOCIETY (DCHS)
A Nebraska Non-Profit Corporation

Treasurer

By: _____
President of the Board of Directors

EXECUTED this _____ day of _____, 2016.

ATTEST:

CITY OF FREMONT, a Municipal Corporation

City Clerk, City of Fremont

By: _____
Scott Getzschman, Mayor

EXHIBIT “A”

SERVICES PROVIDED TO THE CITY OF FREMONT BY THE DODGE COUNTY HUMANE SOCIETY

1. Dogs at large complaint/lost-found animal
 - a. DCHS handles all calls during normal business hours.
 - b. After business hours police will meet people who transport animals at shelter to place animal.
 - c. If people finding/capturing animals can't transport, DCHS will come out and pick animal up, during business hours.
 - d. Police will not chase or transport animals.
2. Barking dog complaints.
 - a. DCHS will respond to barking dog complaint during business hours. They will then report findings and action taken to dispatch. If necessary police will respond to issue citations.
 - b. After business hours police will handle barking dog complaints.
3. Cruelty
 - a. DCHS will respond to animal cruelty complaints during business hours. They will then report findings and action taken to dispatch. If necessary, police will respond to issue citations.
 - b. Police will handle animal cruelty cases after business hours. If necessary DCHS will respond to impound animals.
4. Deceased animal pick-up – private and/or public property
 - a. DCHS will pick up animals during business hours.
 - b. After business hours, animal will be left until business hours unless it creates some traffic or other potential hazard in which case DCHS will be called out.
 - c. Police will not pick up dead animals.
5. Wildlife
 - a. DCHS will respond to all wild animal calls during business hours.
 - b. DCHS will respond to wild animal calls after business hours only in the case of emergencies.
 - c. Police will respond to wild animal calls only when necessary to terminate an animal as decided by DCHS or that is threatening humans.
6. Rabies (animal bites)
 - a. Police will handle all animal bites. Reports will be forwarded to DCHS for follow up. DCHS will be responsible for follow up but police will work with DCHS for enforcement.
 - b. DCHS will respond during business hours and after business hours if necessary for impoundment and/or quarantine of animals, or other emergency circumstances.
7. Dangerous Animal capture and containment
 - a. Police will respond to all vicious animal calls.
 - b. DCHS will respond during business hours or after business hours if requested by police.
8. DCHS shall capture, secure, remove and impound in a humane manner any dog violating any of the provisions of the municipal code. The dogs so impounded shall be treated in a humane manner and shall be provided with a sufficient supply of food and fresh water each day. Each impounded dog shall be kept and maintained at the pound for a period of not less than three (3) working days excluding holidays and weekends, unless reclaimed earlier by the

owner. Notice of impoundment of animals whose owners are not known including significant marks or identifications, shall be available at the Police Department within twenty-four hours after impoundment as public notification of such impoundment. If the owner is known, he/she shall be notified as soon as possible by the DCHS. Any dog may be reclaimed by its owner during the period of impoundment by the payment of fees which are set forth on Exhibit C, which fees may be changed from time to time by the DCHS, with the approval of the City. The owner shall be required to comply with the licensing and rabies vaccination requirements of the Municipal Code before the dog is released. If the dog is not claimed at the end of the required waiting period, after public notice has been given, the DCHS may humanely dispose of the dog provided that if, in the judgment of the DCHS, a suitable home can be found for any such dog, the dog shall be turned over to that person and the new owner shall be required to pay all fees and meet all licensing and vaccinating requirements of the Municipal Code.

9. Livestock

- a. Loose livestock not on owner's property shall be captured by DCHS during normal business hours. Such captured animals will be treated as dogs are treated and processed pursuant to paragraph 8 hereof.

10. Animal control calls within the city limits of Fremont dispatched at the request of the Fremont Police Department pursuant to this Agreement and within normal business hours, shall have priority over all other non-emergency matters, subject to availability of DCHS employees.

11. Euthanasia duties will be performed by licensed veterinary personnel.

EXHIBIT “B”

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

During the performance of this Agreement, “Contractor” agrees as follows:

- 1) Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, sexual orientation, gender identity, disability or national origin. Contractor shall ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, age, sexual orientation, gender identity, disability or national origin. As used herein, the word “treated” shall mean and include, without limitation, the following: recruited, whether by advertising or by other means; compensated; selected for training, including apprenticeship; promoted; upgraded; demoted; downgraded; transferred; laid off; and terminated. Contractor agrees to and shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officers setting forth the provisions of this nondiscrimination clause.
- 2) Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contract or, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, sexual orientation, gender identity, or national origin, age, disability.
- 3) Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice advising the labor union or worker’s representative of Contractor’s commitments under the Equal Employment Opportunity Clause of the City and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 4) Contractor shall furnish to the City Contract Compliance Officer all Federal forms containing the information and reports required by the Federal government for Federal contracts under Federal rules and regulations, and including the information required by Sections 10-192 to 10-194, inclusive, and shall permit reasonable access to his records. Records accessible to the City Contract Compliance Officer shall be those which are related to Paragraphs (1) through (7) of this Exhibit and only after reasonable advance written notice is given to Contractor. The purpose for this provision is to provide for investigation to ascertain compliance with the program provided for herein.
- 5) Contractor shall take such actions as the City may reasonably direct as a means of enforcing the provisions of Paragraph (1) through (7) herein, including penalties and sanctions for noncompliance; however, in the event Contractor becomes involved in or is threatened with litigation as the result of such directions by the City, the City will enter into such litigation as necessary to protect the interests of the City and to effectuate the provisions of this division; and in the case of contracts receiving Federal assistance, Contractor or the City may request the United States to enter into such litigation to protect the interests of the United States.
- 6) Contractor shall file, if any, compliance reports with Contractor in the same form and to

the same extent as required by the Federal government for Federal contracts under Federal rules and regulations. Such compliance reports shall be filed with the City Contract Compliance Officer. Compliance reports filed at such times as directed shall contain information as to the employment practices, policies, programs and statistics of Contractor.

- 7) The Contractor shall include the provisions of Paragraphs (1) through (7) of this Section, "Equal Employment Opportunity Clause," and Section 10-193 in every subcontract or purchase order so that such provisions will be binding upon each sub-contractor or vendor.
- 8) The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.
- 9) This contract will be declared void if for any reason signor of this agreement is found not to have legal authority to bind DCHS.

EXHIBIT "C"

1. Impound (Intake) Fee, per animal - \$40.00
After normal business hours said fee will be \$50.00 per animal.
2. Boarding of Dogs - \$10.00 per night
3. Boarding of Cats - \$10.00 per night
4. Additional boarding of sick or dangerous animals \$20.00 per night plus any medical expenses incurred for treatment.
5. Rabies quarantine - \$20.00 per night plus impound (intake) fee
6. No proof of current Rabies Vaccination - \$10.00

RESOLUTION NO. 2016-

A Resolution of the City Council of the City of Fremont, Nebraska to allow the Mayor to sign the Dodge County Humane Society Animal Control Contract.

WHEREAS, the City of Fremont and the Dodge County Humane Society have worked together under contract successfully since 2015; and,

WHEREAS, the current contract is set to expire in August of 2016; and,

WHEREAS, the City of Fremont has no animal control officers that can currently conduct animal control; and,

WHEREAS, the Dodge County Humane Society is able to manage animal control for the city; and,

WHEREAS, an agreement has been reached between the City of Fremont and the Dodge County Humane Society for animal control services for a one year period.

NOW THEREFORE BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF FREMONT, NEBRASKA: that the Mayor is hereby authorized to sign this resolution and other necessary documents to implement the Animal Control Contract between the City of Fremont and the Dodge County Humane Society.

PASSED AND APPROVED THIS _____ DAY OF _____, 2016.

SCOTT GETZSCHMAN, MAYOR
ATTEST:

) CITY SEAL

Tyler Ficken
City Clerk