



COMMUNITY DEVELOPMENT AGENCY

July 26, 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 approving a Redevelopment Agreement and authorizing Tax Increment Financing Indebtedness for properties described as being part of Sections 25, 26, and 36, all in Township 17 North, Range 8 East of the 6th P.M., Dodge County, Nebraska, and more generally located at 2200 S Downing St., to hereinafter be known as Project No. 1 – Costco Poultry Complex. (staff report)
4. Adjournment

CITY COUNCIL MEETING

July 26, 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 Resolution approving a Redevelopment Agreement and authorizing Tax Increment Financing Indebtedness for properties described as being part of Sections 25, 26, and 36, all in Township 17 North, Range 8 East of the 6th P.M., Dodge County, Nebraska, and more generally located at 2200 S Downing St., to hereinafter be known as Project No. 1 – Costco Poultry Complex. (staff report)
5. Public hearing Ordinance approving a request of MBEE, LLC, the owner of approximately 4.2 acres located at 1804 Old Highway 8, for approval of a Zoning Change from R-4 High-Density Residential to LI Limited Industrial. (staff report)
6. Public hearing Resolution approving a request of Dodd Engineering & Surveying, LLC, on behalf of MBEE, LLC, owners of approximately 8.4 acres located at 1804 Old Highway 8, for approval of a Conditional Use Permit for a Recycling Center. (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.*

7. Dispense with and approve July 7, 2016 minutes and July 12, 2016 minutes
8. Request for a variance to the requirement of the construction of sidewalks at a proposed new construction site located on the west side of Luther Road located north of the Sid Dillon car lot on the northwest corner of 23rd Street and Luther Road. (staff report)
9. Request for a variance to the requirement of the construction of sidewalks at 1709 Miramar Drive. (staff report)
10. Consideration of resolution to award contract for construction of 27th Street water main to Thompson Construction, Inc. (staff report)
11. Approval of July 13 through July 26, 2016 claims and authorize checks to be drawn on the proper accounts. (staff report)
12. Consideration of Resolution to amend powered activated carbon agreement with Cabot Norit (staff report)
13. Consideration to allow Fremont Police Department to apply for Wal-Mart Foundation Community Grant (staff report)
14. Approve acknowledgement of the Tort Claim filed by Victor Granillo Alvarez (staff report)
15. Approve acknowledgement of the Tort Claim filed by Cristian Ovidio Barcenas (staff report)
16. Approve acknowledgement of the Tort Claim filed by Joel A. Barcenas (staff report)
17. Approve acknowledgement of the Tort Claim filed by Erica Kotschwar (staff report)
18. Approve acknowledgement of the Tort Claim filed by Ross Pesek (staff report)
19. Approve acknowledgement of the Tort Claim filed by Lucille Schmit (staff report)
20. Approve acknowledgement of the Tort Claim filed by Don Welty (staff report)
21. Consideration of Award construction management services, Ridge Road Trail Project (staff report)
22. Consideration of construction testing agreement, North Hancock Pavement Reconstruction Project. (staff report)
23. Consideration of construction staking agreement, North Hancock Pavement Reconstruction Project. (staff report)

REGULAR AGENDA: requires individual associated action

24. Interlocal Agreement between Dodge County and City (staff report)
25. Consideration of Ordinance for revision of Government salary 2015-2016 (staff report)
26. Consideration of Ordinance for Government salary 2016-2017 (staff report)
27. Consideration of Ordinance for Department of Utilities salary 2016-2017 (staff report)

28. Consideration of continuing disclosure amending Ordinance (staff report)
29. Consideration of Resolution for combined utility bond refunding and reissue (staff report)
30. Consideration of Ordinance for combined utility bond refunding and reissue (staff report)
31. Final reading of Ordinance to amend Subdivision Ordinance related to providing for drainage of subdivision lots (staff report)
32. Adjournment

Agenda posted at the Municipal Building on July 22, 2016 and online at www.fremontne.gov. Agenda distributed to the Mayor and City Council on July 22, 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 22, 2016
SUBJECT: Redevelopment Agreement – Project No. 1, Costco Poultry Complex

Recommendation: move to approve the resolution.

Background: On July 19, 2016, the City Council for the City of Fremont approved a redevelopment plan for approximately 496 acres located south of the Chicago and Northwestern Railroad and east of South Broad Street. That plan identified both a general redevelopment plan for the area as well as a specific redevelopment plan for property identified as approximately 421 acres, known as Project No. 1, Costco Poultry Complex.

The redeveloper, Costco Wholesale Corporation (Redeveloper), now wishes to enter into a redevelopment agreement for the redevelopment of the project site including the use of tax-increment financing to assist in the cost of certain public improvements and other items eligible for reimbursement as defined in the agreement.

In accordance with Article VIII, Section 12 of the Nebraska Constitution and Neb. Rev. Stat. §§ 18-2101 to 18-2154, as amended, the City has adopted a Redevelopment Plan for an area designated as blighted and substandard and authorizes the Community Development Agency (CDA) to enter into a redevelopment agreement including the issuance of tax increment financing (TIF) indebtedness and subsequent capture of tax increment for a period not to exceed fifteen (15) years to pay debt service on the TIF indebtedness.

The Redevelopment Agreement (Agreement), includes provisions for authority to enter into the Agreement, obligations of each party including issuance of TIF indebtedness and use of the same, extension of municipal services, construction of a wastewater lagoon system, utility rate incentives, street improvements, construction of private improvements (i.e. an approximately 75,000 square foot hatchery, an approximately 250,000 square foot processing facility, a feed mill and associated improvements), financing and encumbrances, and default, remedies, and indemnification. All terms and conditions of the Agreement have been reviewed and are amenable to City Staff and the Redeveloper.

Fiscal Impact: N/A

CERTIFICATION OF REDEVELOPER

Costco Wholesale Corporation, a Washington corporation, or its permitted assignee (“Redeveloper”) intends to enter into a Redevelopment Agreement with the Community Development Agency of the City of Fremont, Nebraska (“CDA”) relating to the Project described therein. In connection with the Redevelopment Agreement and pursuant to Neb. Rev. Stat. §18-2119, Redeveloper hereby certifies the following to the CDA:

- a. Redeveloper or its operator intends to file an application with the Department of Revenue to receive tax incentives under the Nebraska Advantage Act for a project located or to be located within the redevelopment project area;
- b. Such application will include, as one of the tax incentives, a refund of the City’s local option sales tax revenue; and
- c. Such application has not yet been approved under the Nebraska Advantage Act.

COSTCO WHOLESALE CORPORATION,
a Washington corporation

By: *Proffey* 7/21/16
Name: *Bryce Cooper*
Title: *AVP/COMP. COUNSEL*

COMMUNITY DEVELOPMENT AGENCY OF THE
CITY OF FREMONT, NEBRASKA

RESOLUTION NO. 2016-____
(Redevelopment Agreement for Redevelopment
Project No. 1, Costco Poultry Complex)

**A RESOLUTION OF THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF
FREMONT, NEBRASKA APPROVING THE REDEVELOPMENT AGREEMENT FOR
REDEVELOPMENT PROJECT NO. 1, COSTCO POULTRY COMPLEX AND AUTHORIZING
THE ISSUANCE OF TAX INCREMENT FINANCING INDEBTEDNESS.**

WHEREAS, the Community Development Agency of the City of Fremont, Nebraska (the "CDA") via Resolution No. 2016-123 dated July 19th, 2016 approved and adopted the South Fremont Industrial Redevelopment Plan (the "Redevelopment Plan") containing Redevelopment Project No. 1, Costco Poultry Complex (the "Project") and a Cost-Benefit Analysis for the Project pursuant to the Nebraska Community Development Law codified at Neb. Rev. Stat. §18-2101 et seq. (the "Act");

WHEREAS, a copy of the redevelopment agreement by and between the CDA and Costco Wholesale Corporation, a Washington corporation, (the "Redeveloper") that will implement and govern the redevelopment aspects of the Project (the "Redevelopment Agreement") is attached as Exhibit "A" and incorporated herein by this reference;

WHEREAS, on July 26, 2016, a meeting of the CDA was held at the Christensen Field Multi-Purpose Building, 1710 W. 16th Street, in Fremont, Nebraska in order to determine whether the Redevelopment Agreement should be approved;

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

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

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

WHEREAS, the Redeveloper has certified to the CDA pursuant to Neb. Rev. Stat. §18-2119 that (a) Redeveloper or its operator intends to file an application with the Department of Revenue to receive tax incentives under the Nebraska Advantage Act for a project located or to be located within the redevelopment project area; (b) such application will include, as one of the tax incentives, a refund of the City's local option sales tax revenue; and (c) such application has not yet been approved under the Nebraska Advantage Act;

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

WHEREAS, pursuant to the provisions of the Act and in light of the foregoing findings and determinations, the CDA desires to approve the Redevelopment Agreement and to approve TIF Indebtedness in an amount not to exceed Thirteen Million Five Hundred Thousand Dollars and No/100 (\$13,500,000.00) in the form of the TIF Note attached to the Redevelopment Agreement as Exhibit "C".

NOW, THEREFORE, BE IT RESOLVED, that subject to the annexation under the City of Fremont Ordinance No. 5370 becoming effective, the CDA of the City of Fremont, Nebraska does hereby approve and adopt the Redevelopment Agreement;

BE IT FURTHER RESOLVED, that subject to the annexation under the City of Fremont Ordinance No. 5370 becoming effective, the CDA of the City of Fremont is hereby authorized, following the lapse of thirty (30) days after the approval and execution of the Redevelopment Agreement, to issue TIF Indebtedness in an amount not to exceed Thirteen Million Five Hundred Thousand Dollars and No/100 (\$13,500,000.00) in the form of the TIF Note attached to the Redevelopment Agreement as Exhibit "C", with such TIF Indebtedness to be repaid solely from the Tax Increment created by the Project and does not represent the general obligation of the CDA nor the City of Fremont; and

BE IT FURTHER RESOLVED, that upon the annexation under the City of Fremont Ordinance No. 5370 becoming effective, and following the lapse of thirty (30) days after approval of the Redevelopment Agreement by the City Council of the City of Fremont, Nebraska becoming effective, the CDA hereby authorizes its Chair to execute and deliver the Redevelopment Agreement and to take all such other actions contemplated and required by the Redevelopment Agreement.

DATED THIS 26th day of July, 2016.

COMMUNITY DEVELOPMENT AGENCY
OF THE CITY OF FREMONT, NEBRASKA

By: _____
Chair

ATTEST: _____
Secretary

EXHIBIT "A"

Redevelopment Agreement

(See Attached)

REDEVELOPMENT AGREEMENT

(REDEVELOPMENT PROJECT NO. 1, COSTCO POULTRY COMPLEX)

This Redevelopment Agreement is made and entered into as of the ____ day of _____, 20____, ("Agreement) by and between the Community Development Agency of the City of Fremont, Nebraska ("CDA") and Costco Wholesale Corporation, a Washington corporation, or its permitted assignee as provided herein ("Redeveloper").

RECITALS

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

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

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

D. Redeveloper submitted a redevelopment project proposal to redevelop the Project Site.

E. The proposed redevelopment project involves acquisition of the Project Site, the construction of a new hatchery, feed mill, and poultry processing plant, and associated improvements by Redeveloper.

F. The CDA has approved the Redeveloper's proposed redevelopment project, including the use of tax-increment financing to assist in the cost of certain public improvements and other items eligible for reimbursement defined in this Agreement or the Act.

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

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

ARTICLE I

DEFINITIONS AND INTERPRETATION

Section 1.01 Terms Defined in this Agreement.

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

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

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

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

D. "Commercial Operation Date" means the date at which the processing plant commences processing of poultry (estimated in August 2018).

E. "Effective Date of Division" means January 1, 2018, or as may be established in Section 3.01 below.

F. "Eligible Project Costs" means only costs or expenses incurred by Redeveloper or the City for Public Improvements and other items eligible for reimbursement under the Act.

G. "Force Majeure" means (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority not precipitated by wrongful or illegal acts of the party claiming Force Majeure or their agents or contractors; (g)

national or regional emergency; (h) or other causes beyond the reasonable control of Redeveloper or the City.

H. "Minimum Project Valuation" means an amount equal to Seventy Million and No/100 Dollars (\$70,000,000.00).

I. "Private Improvements" means all the private improvements to be constructed on the Project Site as more particularly described on Exhibit "A-1" attached and incorporated by this reference.

J. "Project" means the Project No. 1, Costco Poultry Complex and includes improvements to the Project Site and adjacent thereto, including the Private Improvements and Public Improvements defined herein and described on Exhibit "A", Exhibit "A-1" and Exhibit "A-2" attached and incorporated by this reference.

K. "Project Completion Date" means on or before December 31, 2018, subject to delays caused by Force Majeure as defined in Section 1.01(G) and delays caused by City's failure to timely complete items referenced in Sections 3.07, 3.08, and 3.10 herein.

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

M. "Public Improvements" shall include all the public improvements more particularly described on Exhibit "A-2" which are eligible improvements under the Act. The costs of the Public Improvements include the debt service payments of the TIF Indebtedness.

N. "Redeveloper" means Costco Wholesale Corporation, a Washington corporation or its permitted assignee as provided herein.

O. "Agreement" means this Redevelopment Agreement between the CDA and Redeveloper with respect to the Project.

P. "Redevelopment Area" means the Redevelopment Area that is set forth in the South Fremont Industrial Redevelopment Plan for Project No. 1, Costco Poultry Complex adopted by the CDA as of July 19, 2016.

Q. “Redevelopment Plan” means the South Fremont Industrial Redevelopment Plan prepared by JEO Consulting Group, Inc. and dated June 17, 2016, and approved by the City Council of the City on July 19, 2016 pursuant to Resolution No. 2016-123.

R. “Soft Costs” means the City’s costs incurred in relation to the Project, which include, but are not limited to, the cost of issuance, attorney fees, grading, construction, and site plan review, permitting review, consulting, miscellaneous engineering costs, and other out-of-pocket costs related to the Project.

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

T. “TIF Note” shall have the meaning ascribed to it in Section 3.03.

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

Section 1.02 Construction and Interpretation.

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

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

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

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

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

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

ARTICLE II
REPRESENTATIONS

Section 2.01 Representations by the CDA.

The CDA makes the following representations and findings:

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

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

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

Section 2.02 Representations of Redeveloper.

Redeveloper makes the following representations and findings:

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

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

(c) There is no litigation pending or to the best of its knowledge threatened against Redeveloper affecting its ability to carry out the acquisition, construction, equipping and furnishing of the Project or the carrying into effect of this Agreement or, except as disclosed in

writing to the CDA, as to any other matter materially affecting the ability of Redeveloper to perform its obligations hereunder.

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

(e) Redeveloper shall not assign this Agreement to any successor or assignee except in accordance with Section 4.05 hereof.

(f) Pursuant to Neb. Rev. Stat. §18-2119, the Redeveloper certifies to the CDA the following:

- a. Redeveloper or its operator intends to file an application with the Department of Revenue to receive tax incentives under the Nebraska Advantage Act for a project located or to be located within the redevelopment project area;
- b. Such application will include, as one of the tax incentives, a refund of the City's local option sales tax revenue; and
- c. Such application has not yet been approved under the Nebraska Advantage Act.

ARTICLE III

OBLIGATIONS OF THE CDA AND PUBLIC IMPROVEMENTS

Section 3.01 Capture of Tax Increment.

Subject to the contingencies described below and to all of the terms and conditions of this Agreement, commencing for the tax year of the Effective Date of Division and continuing thereafter, the CDA shall capture the Tax Increment, as defined below, from the Project pursuant to the Nebraska Community Development Law. The CDA shall capture the Tax Increment generated by the Project Site for a total period not to exceed fifteen (15) years after

the Effective Date of Division. The Effective Date of Division shall be January 1, 2018, thus creating the base value as of January 1, 2017. The base value shall not include the Lagoon Site to be transferred to the City pursuant to Section 4.07. The CDA shall file with the County Assessor the "Notice to Divide Taxes" on or prior to August 1 in the year of the Effective Date of Division. Provided, however, the CDA reserves the right to adjust this Effective Date of Division pursuant to the Nebraska Community Development Law with the consent and approval of the Redeveloper, which shall not be unreasonably withheld, dependent on the construction schedule of the Project and the date of construction completion.

Section 3.02 Tax Increment.

The term Tax Increment shall mean, in accordance with Neb. Rev. Stat. § 18-2147 of the Nebraska Community Development Law, the difference between the ad valorem tax which is produced by the tax levy (fixed each year by the Dodge County Board of Equalization) for the Project Site before the commencement of the construction of the Private Improvements for that year prior to the year in which the Effective Date of Division falls, and the ad valorem tax which is produced by the tax levy for the Project Site after completion of construction of the Private Improvements as part of the Project. For this Project, the anticipated Tax Increment is the difference between (i) the projected taxes payable for 2018 (after substantial completion of construction) and subsequent years thereafter, and (ii) the taxes payable for 2017 (before commencement of construction) as more particularly set forth on Exhibit "B".

Section 3.03 Issuance of TIF Indebtedness.

No sooner than thirty (30) days following the approval and execution of this Agreement, the CDA shall incur or issue TIF Indebtedness (the "TIF Note") in the estimated amount of Thirteen Million Five Hundred Thousand and No/100 Dollars (\$13,500,000.00), as calculated on the attached and incorporated Exhibit "B", to be issued to the Redeveloper which shall entitle Redeveloper to receive the semi-annual incremental tax payments generated by the Project. The TIF Indebtedness, which shall be in the form of a TIF Promissory Note, attached as Exhibit "C", shall not be a general obligation of the CDA or City, which shall issue such TIF Note solely

as a conduit. Redeveloper shall either self-fund or monetize the TIF Note. Regardless of whether Redeveloper self-funds or monetizes the TIF Note, Redeveloper shall timely pay the costs outlined in Exhibit “D” and contemplated within this Agreement. If Redeveloper elects to monetize the TIF Note, then it shall locate a lender or other entity to acquire and fund the acquisition of the TIF Note for the TIF Indebtedness. Redeveloper may pledge or assign the TIF Note to such lender and the CDA shall consent to such pledge or assignment upon request, in which case proceeds may be made payable directly to such lender. The TIF Note issued to Redeveloper shall be secured by a pledge or assignment of the Tax Increment to be captured by the CDA. To the extent Redeveloper directly funds or pays the costs outlined in Exhibit “D”, Redeveloper shall be entitled to use available TIF Note proceeds to reimburse itself for such costs.

Section 3.04 Use of TIF Indebtedness.

The CDA will collect and use the Tax Increment to pay debt service on the TIF Indebtedness incurred as provided in Section 3.03 of this Agreement. Notwithstanding the foregoing, the amount of the TIF Note that the CDA agrees to service and repay with the Tax Increment shall not exceed the amount of the Eligible Project Costs certified by Redeveloper pursuant to Section 4.02 and listed on Exhibit “D”. In addition, Redeveloper shall pay (subject to reimbursement from available TIF Note proceeds as provided in Section 3.03) the CDA an amount sufficient to pay: (a) the CDA’s one-time Administrative Fee of one percent (1%) of the face amount of the TIF Note; and (b) a sum equal to five percent (5%) of the face amount of the TIF Note to pay for improvements and related costs in the Redevelopment Area designated by the CDA, and the CDA’s Soft Costs. The Tax Increment shall be paid pursuant to the terms of any TIF Promissory Note and/or TIF resolution issued by the CDA relating to this Project.

Section 3.05 Creation of Fund.

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

Section 3.06 Projected TIF Sources and Uses.

The TIF Indebtedness calculation formula set forth on Exhibit “B”, contemplates the annual generation of incremental taxes created by the Project in the amount of approximately Thirteen Million Five Hundred Thousand and No/100 Dollars (\$13,500,000.00). The TIF Note and the TIF sources and eligible uses are attached on Exhibit “C” and Exhibit “D” and incorporated by this reference. The Projected Uses of the TIF funds are eligible under the Act, and are estimates which shall be confirmed upon construction completion and be certified by the Redeveloper under Section 4.02 below.

Section 3.07 Extension of Utilities.

The City shall extend the following utilities, to the mutually approved location of the boundary of the Project Site: water, sewer, electric and natural gas to be completed by June 30, 2018, subject to Force Majeure and provided that the City shall not be obligated to commence work or incur any such costs associated with the extension of utilities or associated projects until the City receives payment from Redeveloper to cover such costs pursuant to Section 5.01.

Section 3.08 Construction of Wastewater Lagoon System

The City shall construct a wastewater lagoon system on a parcel of land within the Project Site (the “Lagoon Site”), to be provided to the City by Redeveloper pursuant to Section 4.07 to be completed by June 30, 2018, subject to Force Majeure and provided that the City shall not be obligated to commence work or incur any such costs associated with the wastewater lagoon system or associated projects until the City receives payment from Redeveloper to cover such costs pursuant to Section 5.01 and until Redeveloper transfers the Lagoon Site to the City as contemplated in Section 4.07.

Section 3.09 Utilities Rate Incentive.

If Redeveloper meets the tariff terms defined by City Ordinance, City Department of Utilities shall offer an economic incentive rate of approximately six percent (6%) to ten percent (10%) on electric consumption for five (5) years, commencing on the first date of Commercial Operation Date and ending five years thereafter.

Section 3.10 Street Improvements.

The City in conjunction with Dodge County shall construct and improve certain streets and intersections in public right-of-way (whether now existing or newly created) per the terms of Interlocal Cooperation Agreement between the City and Dodge County, Nebraska. The street and intersection improvements shall be as mutually approved by the City and Redeveloper and will comply with the design standards of the City. Redeveloper and the City recognize vacation of existing public rights-of-way and the dedication of new public-rights-of-way may occur upon subdivision of the Project Site. The street improvements are to be completed by June 30, 2018, subject to Force Majeure and provided that the City shall not be obligated to commence work or incur any such costs associated with the street improvements until the City receives payment from Redeveloper to cover such costs pursuant to Section 5.01.

Section 3.11 Permit Issuance.

Building and other permits relating to the Project and Project Site shall not be issued by the City to the Redeveloper until the CDA or the City, as the case may be, receives from Redeveloper the payments Redeveloper is required to make under this Agreement.

ARTICLE IV

OBLIGATIONS OF REDEVELOPER

Section 4.01 Construction of Project; Insurance.

(a) Redeveloper will substantially complete the Private Improvements, grading and site preparation, and site acquisition as described on Exhibit "A-1", Exhibit "A-2", and Exhibit "D" and install the equipment necessary to operate the Private Improvements and complete the grading, site preparation, and site acquisition no later than the Project Completion Date, subject

to delays caused by Force Majeure. Redeveloper shall be solely responsible for obtaining all permits and approvals necessary to acquire, construct and equip the Private Improvements and to complete the grading, site preparation, and site acquisition. Until construction of the Private Improvements, grading, site preparation, and site acquisition have been completed, Redeveloper shall make reports in such detail and at such times as may be reasonably requested by the CDA as to the actual progress of Redeveloper with respect to construction of the Private Improvements, and completion of the grading, site preparation, and site acquisition. Promptly after substantial completion by Redeveloper of the Private Improvements, grading, site preparation, and site acquisition, Redeveloper shall furnish to the CDA a Certificate of Completion, the form of which is attached as Exhibit "E" and incorporated by this reference. The certification by Redeveloper shall be a conclusive determination of satisfaction of the agreements and covenants in this Agreement with respect to the obligations of Redeveloper to construct the Private Improvements, grading, site preparation, and site acquisition.

(b) Any contractor chosen by Redeveloper or Redeveloper itself shall be required to obtain and keep in force at all times until completion of construction, policies of insurance including coverage for contractors' general liability and completed operations (provided that Redeveloper may self-insure in lieu of obtaining and keeping in force such policy of insurance) and, with regard to any work performed by Redeveloper or its contractors within the public right-of-way, a penal bond as required by the Act. The CDA shall be named as an additional insured. Any contractor chosen by Redeveloper or Redeveloper itself, as an owner, shall be required to purchase and maintain property insurance upon the Project to the full insurable value thereof (provided that Redeveloper may self-insure in lieu of obtaining and keeping in force such policy of insurance). This insurance shall insure against the perils of fire and extended coverage and shall include "special causes of loss" insurance for physical loss or damage.

Section 4.02 Cost Certification.

Redeveloper shall submit to the CDA a certification of Eligible Project Costs, after expenditure of such project costs to verify the uses described on Exhibit "D". Redeveloper

may, at its option, submit one or more partial Eligible Project Costs Certifications prior to expenditure of all Eligible Project Costs providing certification of receipt of billings for work in progress. All Eligible Project Costs Certifications shall be subject to review and approval by the CDA prior to the funding of such eligible costs. Determinations by the CDA whether costs included in the Eligible Project Costs Certification are properly included in Eligible Project Costs as defined in this Agreement shall be made in its sole discretion and shall be conclusive and binding on Redeveloper.

Section 4.03 No Discrimination.

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

Section 4.04 Pay Real Estate Taxes.

(a) It is anticipated that the completed Project and Project Site will create a taxable real property valuation of the Project and Project Site of not less than the Minimum Project Valuation set forth in Section 1.01(H) above, by no later than as of the Project Completion Date. During the period of this Agreement, Redeveloper, its successors and assigns, will: (1) not protest a real estate property valuation of the Project and Project Site to a sum less than or equal to the Minimum Project Valuation; (2) not convey the Project Site or structures thereon to any entity which would be exempt from the payment of real estate taxes or cause the nonpayment of such real estate taxes; and (3) Redeveloper shall not apply to the Dodge County Assessor for the structures, or any portion thereof, to be taxed separately from the underlying land of the Project Site.

(b) If, during the period of this Agreement, the Project Site is assessed at less than the Minimum Project Valuation, Redeveloper acknowledges and agrees that this will likely result in a shortfall in the amount of the anticipated Tax Increment, as set forth on Exhibit "B", and

Redeveloper agrees that it shall be at risk for such shortfall, and if Redeveloper has monetized the TIF Note, for making up any shortfall due the lender or holder of said note, provided Redeveloper shall be entitled to receive reimbursement of any such shortfall to the extent TIF Revenues become available during the TIF Period in an amount in excess of the amount necessary to meet the current debt service payments. Any such shortfall amounts not reimbursed at the end of the TIF Period shall be forgiven.

Section 4.05 No Assignment or Conveyance.

Redeveloper shall not convey, assign or transfer the Project Site, any interest therein, or this Agreement prior to the termination of the 15 year period commencing on the Effective Date of Division hereof without the prior written consent of the CDA, which shall not be unreasonably withheld, except for the following conveyances, which shall be permitted without consent of the CDA: (a) any conveyance to a wholly-owned affiliate or subsidiary of Costco Wholesale Corporation; or (b) any conveyance as security for indebtedness (i) previously incurred by Redeveloper or incurred by Redeveloper after the Effective Date of Division for Project costs or any subsequent physical improvements to the Project Site with the outstanding principal amount of all such indebtedness (whether incurred prior to or after the Effective Date of Division) secured by the Project Site which shall have lien priority over the obligations of Redeveloper pursuant to this Agreement, or (ii) any additional or subsequent conveyance as security for indebtedness incurred by Redeveloper for Project costs or any subsequent physical improvements to the Project Site provided that any such conveyance shall be subject to the obligations of Redeveloper pursuant to this Agreement.

Section 4.06. Evidence of Financial Ability.

Upon request of the CDA, Redeveloper shall provide to the CDA reasonable evidence of availability of the specific amount of finances necessary for purposes of carrying out the obligations of Redeveloper in connection with acquisition of the Project Site and construction of the Private Improvements and completion of site grading and preparation.

Section 4.07. Land for Wastewater Lagoon System Transferred to City.

Promptly following the subdivision of the Project Site to create a mutually acceptable parcel on the Project Site for the location of the City's wastewater lagoon system for the Lagoon Site, which subdivision shall be completed no later than December 31, 2017, Redeveloper shall transfer to the City the Lagoon Site by special warranty deed or by perpetual, exclusive easement at no cost to the City, on or before December 31, 2017.

Section 4.08. Conveyance of Easements.

Redeveloper shall timely convey perpetual non-exclusive easements to the City over land in which city-owned infrastructure sits and to provide access to such infrastructure, which easements shall be in form and substance acceptable to the City.

Section 4.09. Pretreatment and Installation of Dissolved Air Flotation (DAF) System.

Redeveloper shall screen and pretreat its industrial wastewater discharge by commencement of Commercial Operation Date. Minimum pretreatment shall include a Dissolved Air Flotation (DAF) system capable of lowering oil and grease discharge levels to less than 120 milligrams per liter.

Section 4.10 Utilities Extension Funds Applications.

- (a) Redeveloper shall apply for and pursue in good faith approval of a grant from the Economic Incentive Fund in the amount of One Hundred and Seventy-Five Thousand Dollars (\$175,000.00) per year for two years, to be applied exclusively to the City Department of Utilities infrastructure improvements that are necessary to serve the Project Site no later than ninety 90 days after execution of this Agreement.
- (b) Redeveloper shall timely apply for L.B. 840 funds in the amount of One Million Dollars (\$1,000,000.00) to be applied exclusively to eligible activities (per the Local Option Economic Development Plan).

ARTICLE V

FINANCING REDEVELOPMENT PROJECT; ENCUMBRANCES

Section 5.01 Financing.

(a) TIF proceeds are to be spent on the designated items in the same priority as the order shown on Exhibit "D" until exhausted.

(b) Redeveloper shall pay from its own funds all of the costs and shall arrange all necessary financing for the construction of the Private Improvements.

(c) Redeveloper shall pay to the City (subject to reimbursement from available TIF Note proceeds as provided in Section 3.03) within 15 days after invoicing up to but not to exceed the amount allocated for such expense on Exhibit "D" for the City's cost to extend the utilities contemplated in Section 3.07 and related engineering and design costs. However, Redeveloper is entitled to obtain from the City Department of Utilities an economic development incentive in an amount not to exceed Two Million Dollars and No/100 (\$2,000,000.00) (the "Economic Development Incentive"), which amount received from the City Department of Utilities shall offset a portion of Redeveloper's contribution set forth on Exhibit "D" to the cost of extending utilities pursuant to Section 3.07 that Redeveloper would otherwise be required to pay to the City pursuant to this Section. The Economic Development Incentive need not be repaid to the City Department of Utilities if Redeveloper meets the minimum consumption levels as defined in a form agreement provided by the City Department of Utilities ("Clawback Provisions Agreement") for fifteen (15) years commencing 1 year following the Commercial Date of Operation, which Redeveloper agrees to enter into promptly following the mutual execution of this Agreement. The City Department of Utilities will invoice only 50% of its actual costs contemplated in Section 3.07 until the Economic Development Incentive is fully depleted at which point the City shall invoice at 100% of its costs to the Redeveloper to be paid to the City in accordance with these terms. Redeveloper acknowledges that if Redeveloper does not meet the minimum consumption levels defined in the Clawback Provisions Agreement, Redeveloper must reimburse all or a portion of the Economic Development Incentive to the City Department of Utilities within 30 days following the expiration of the term of the Clawback Provisions Agreement. Any amounts in excess of the monies Redeveloper is required to pay to the City as shown on Exhibit "D" for

utility extensions and as discounted herein shall be paid by the City out of its own funds. (Neb. Rev. Stat. §16-120).

(d) Redeveloper shall pay to the City (subject to reimbursement from available TIF Note proceeds as provided in Section 3.03) within 15 days after invoicing up to but not to exceed the amount allocated for such expense on Exhibit "D" for the construction of a wastewater lagoon system contemplated in Section 3.08 and related engineering and design costs. Any amounts in excess of the monies Redeveloper is required to pay to the City as shown on Exhibit "D" for the wastewater lagoon system shall be paid by the City out of its own funds. (Neb. Rev. Stat. §16-120).

(e) To the extent received by the City, \$1,000,000.00 of Dodge County funds shall be used to make street improvements contemplated herein per an Interlocal Cooperation Agreement between the City and Dodge County. Redeveloper shall pay the City (subject to reimbursement from available TIF Note proceeds as provided in Section 3.03) within 15 days after invoicing for all other amounts necessary for the construction of a street improvements contemplated in Section 3.10 and related engineering and design costs.

(f) The City's and CDA's administrative fees and Soft Costs contemplated in Section 3.04 shall be paid by Redeveloper in accordance with that Section. The agreement entered into between Redeveloper and the City dated May 25, 2016 (the "Reimbursement Agreement") regarding reimbursement for engineering design costs shall be considered a cost to be allocated to the Public Improvements for which it was performed (subject to reimbursement from available TIF Note proceeds as provided in Section 3.04). To the extent the City or CDA incurs any further costs before funding by Redeveloper as contemplated under this Agreement, the parties shall amend the Reimbursement Agreement to provide for the Redeveloper paying such costs to the City.

(g) Redeveloper shall pay and perform the site grading and preparation of the Project Site contemplated in Section 4.01 (subject to reimbursement from available TIF Note proceeds as provided in Section 3.03).

(h) Redeveloper shall pay and perform all actions necessary for the site acquisition contemplated in Section 4.01 (subject to reimbursement from available TIF Note proceeds as provided in Section 3.03).

Section 5.02 Encumbrances.

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

ARTICLE VI

DEFAULT, REMEDIES; INDEMNIFICATION

Section 6.01 General Remedies of the CDA and Redeveloper.

Subject to the further provisions of this Article VI, in the event of any failure to perform or breach of this Agreement or any of its terms or conditions, by either party hereto or any successor to such party, such party, or successor, shall, upon written notice from the other, proceed immediately to commence such actions as may be reasonably designed to cure or remedy such failure to perform or breach which cure or remedy shall be accomplished within a reasonable time by the diligent pursuit of corrective action. In case such action is not taken, or diligently pursued, or the failure to perform or breach shall not be cured or remedied within a reasonable time, this Agreement shall be in default and the aggrieved party may institute such proceedings as may be necessary or desirable to enforce its rights under this Agreement, including, but not limited to, proceedings to compel specific performance by the party failing to perform or in breach of its obligations; provided that, in view of the additional remedies of the

CDA set out in Section 6.02, the remedy of specific performance by Redeveloper shall not include or be construed to include the covenant to build or construct the Private Improvements or Project.

Section 6.02 Additional Remedies of the CDA.

In the event that:

- (a) Redeveloper, or successor in interest, shall fail to complete the construction of the Project on or before the Project Completion Date, or shall abandon construction work for any period of 120 consecutive days (not including any period covered pursuant to the terms of Section 6.04 below), excepting delays caused by Force Majeure;
- (b) Redeveloper, or successor in interest, shall fail to pay real estate taxes, assessments on the Project Site or any part thereof when due, and such taxes or assessments or payments in lieu of taxes shall not have been paid, or provisions satisfactory to the CDA made for such payment within thirty (30) days following written notice from the CDA;
- (c) There is, in violation of Section 4.05 of this Agreement, transfer of the Project Site or any part thereof, and such failure or action by Redeveloper has not been cured within 30 days following written notice from the CDA,

then Redeveloper shall be in default of this Agreement; and in the event that such failure to perform, breach or default is not cured in the period herein provided, the parties agree that the damages caused to the CDA would be difficult to determine with certainty. To the extent that such failure results in the fact that the CDA is not able to capture the full amount of the anticipated Tax Increment contemplated hereunder, Redeveloper assumes all risk of such shortfall and shall indemnify and hold the CDA and the City harmless from any claim by a third party that it did not receive on a timely basis any and all proceeds anticipated to be received from the TIF Note as a result thereof.

Section 6.03 Remedies in the Event of Other Redeveloper Defaults.

In the event Redeveloper fails to perform any other provisions of this Agreement (other than those specific provisions contained in Section 6.02), and such failure has not been cured within 30 days following written notice from the CDA, then Redeveloper shall be in default. In such an instance, the CDA may seek to enforce the terms of this Agreement or exercise any other remedies that may be provided in this Agreement or by applicable law; provided, however, that the default covered by this Section shall not give rise to a right of rescission or termination of this Agreement.

Section 6.04 Limitation of Liability; Indemnification.

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

(b) Redeveloper agrees to indemnify, defend (at the CDA's and/or the City's option) and hold harmless the CDA, the City, their respective employees, officials, agents, representatives and volunteers from and against any and all liabilities, damages, injuries (including death), property damage (including loss of use), claims, liens, judgments, costs, expenses, suits, actions, or proceedings and reasonable attorney's fees, and actual damages of any kind or nature, arising out of or in connection with any aspect of the acts, omissions, negligence or willful misconduct of Redeveloper, its employees, agents, officers, contractors or

subcontractors, or Redeveloper's performance or failure to perform under the terms and conditions of this Agreement. Such indemnification, hold harmless and defense obligation shall exclude only such liability actions as arise directly out of acts, omissions, or the sole negligence or willful misconduct of the CDA or the City. The indemnification and defense obligations set forth herein shall survive the termination of this Agreement.

ARTICLE VII

MISCELLANEOUS

Section 7.01 Memorandum.

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

Section 7.02 Governing Law.

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

Section 7.03 Binding Effect; Modification.

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

Section 7.04 No Agency or Partnership.

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

Section 7.05 CDA Member Interest.

Pursuant to Neb. Rev. Stat. §18-2106, no member or employee of the CDA has or will voluntarily acquire any interest, direct or indirect, in any redevelopment project or in any property included or planned by the CDA to be included in any such project, or in any contract or proposed contract in connection with any such project.

Section 7.06. Merger.

This Agreement shall not be merged into any other oral or written contract, lease or deed of any type.

Section 7.07. Further Assurances.

At any time, at either party's reasonable request and without further consideration, the other party hereto shall execute and deliver such other instruments and documents, and take such other actions as may be reasonably required in order to more effectively carry out and implement the provisions and purposes of this Agreement.

Section 7.08. Authorized Representative.

In further consideration of the mutual covenants herein contained, the parties hereto expressly agree that for the purpose of notice, including legal service of process, during the term of this Agreement 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:

City of Fremont
Att: City Clerk
400 E Military Ave.
Fremont, NE 68025

Legal Service:

City of Fremont
Att: City Clerk
400 E Military Ave.
Fremont NE, 68025

2) Redeveloper:

Costco Wholesale Corporation
Att: Jonathan Luz
999 Lake Drive
Issaquah, WA 98027

Legal Service:

Costco Wholesale Corporation
Att: Bruce Coffey
999 Lake Drive
Issaquah, WA 98027

Either party may designate additional representatives or substitute representative by giving written notice thereof to the designated representative of the other party.

7.09. Separate Counterparts.

This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

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

[SIGNATURE PAGES FOLLOW]

"CDA"

COMMUNITY DEVELOPMENT AGENCY
OF THE CITY OF
FREMONT, NEBRASKA

ATTEST:

By: _____
Secretary

By: _____
Chairman

STATE OF NEBRASKA)
) ss.
COUNTY OF FREMONT)

The foregoing instrument was acknowledged before me this ___ day of _____, 20__, by _____ and _____, Chairman and Secretary respectively of the Community Development Agency of the City of Fremont, Nebraska, a public body corporate and politic, on behalf of the Agency.

Notary Public

[SIGNATURE PAGE TO REDEVELOPMENT AGREEMENT]

EXHIBIT "A"

DESCRIPTION OF PROJECT SITE

The Project Site is defined as the real estate legally described as:

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

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 17 NORTH, RANGE 8 EAST, DODGE COUNTY, NEBRASKA, THENCE EASTERLY ON AN ASSUMED BEARING OF N87°43'50"E ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF SECTION 26, 1130.95 FEET TO A POINT ON THE APPROXIMATE WESTERLY RAILROAD RIGHT-OF-WAY LINE; THENCE S05°07'33"E ON SAID WESTERLY RAILROAD RIGHT-OF-WAY LINE, 1178.00 FEET TO A POINT INTERSECTING THE NORTHERLY RIGHT-OF-WAY LINE OF HILLS FARM ROAD; THENCE N59°05'58"W ON SAID NORTHERLY RIGHT-OF-WAY LINE; 697.41 FEET; THENCE CONTINUING N86°26'21"W, ON SAID NORTHERLY RIGHT-OF-WAY LINE, 1931.80 FEET; THENCE N02°10'38"W, 1162.85 FEET TO THE NORTHWEST CORNER OF LOT 6, EAST INGLEWOOD SUBDIVISION, A PLATTED AND RECORDED SUBDIVISION IN DODGE COUNTY; THENCE N87°42'03"E ON THE NORTH LINE OF SAID LOT 6, 545.50 FEET TO THE NORTHEAST CORNER OF SAID LOT 6; THENCE N02°06'54"W ON THE EAST LINE OF LOT 5, SAID EAST INGLEWOOD SUBDIVISION, 283.94 FEET TO A POINT ON THE EAST LINE OF LOT 4, SAID EAST INGLEWOOD SUBDIVISION; THENCE N88°10'00"E, 772.03 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE S01°58'55"E ON SAID WEST LINE OF THE NORTHEAST QUARTER, 842.47 FEET TO THE POINT OF BEGINNING.

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

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

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 26;

THENCE NORTHEASTERLY ON THE NORTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER ON AN ASSUMED BEARING OF N87°52'30"E, 33.00 FEET TO THE POINT OF BEGINNING; THENCE S58°58'04"E, 191.84 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF EAST CLOVERLY ROAD; THENCE N88°05'46"E ON SAID SOUTHERLY RIGHT-OF-WAY LINE OF EAST CLOVERLY ROAD, 1425.78 FEET TO A POINT OF CURVATURE; THENCE ON A 1308.22 FOOT RADIUS CURVE TO THE RIGHT ON SAID SOUTHERLY RIGHT-OF-WAY LINE OF EAST CLOVERLY ROAD, AN ARC LENGTH OF 1030.78 FEET (LONG CHORD BEARS S69°21'38"E, 1004.32 FEET); THENCE S46°47'16"E ON SAID SOUTHERLY RIGHT-OF-WAY LINE OF EAST CLOVERLY ROAD, 1238.40 FEET TO A POINT OF CURVATURE; THENCE ON A 260.00 FOOT RADIUS CURVE TO THE LEFT ON SAID SOUTHERLY RIGHT-OF-WAY LINE OF EAST CLOVERLY ROAD, AN ARC LENGTH OF 145.89 FEET (LONG CHORD BEARS S62°49'54"E, 143.98 FEET); THENCE S43°15'11"W, 507.62 FEET; THENCE S02°10'141"E, 149.93 FEET; THENCE S87°49'55"E, 729.97 FEET; THENCE N02°07'45"W, 189.94 FEET; THENCE N02°07'45"W, 256.01 FEET TO A POINT ON THE APPROXIMATE SOUTHWESTERLY RAILROAD RIGHT-OF-WAY LINE; THENCE S46°46'20"E ON SAID SOUTHWESTERLY RAILROAD RIGHT-OF-WAY LINE, 1911.83 FEET TO A POINT ON THE EAST LINE OF SAID WEST HALF OF THE SOUTHEAST QUARTER; THENCE S02°14'28"E ON SAID EAST LINE OF THE WEST HALF, 1107.05 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER; THENCE S02°12'31"E ON THE EAST LINE OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 36, 1356.15 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF HILLS FARM ROAD; THENCE N70°35'17"W ON SAID NORTHERLY RIGHT-OF-WAY LINE OF HILLS FARM ROAD, 1410.04 FEET; THENCE N02°14'36"W, 711.27 FEET; THENCE N71°00'17"W, 375.56 FEET TO A POINT ON THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 25; THENCE CONTINUING N71°00'17"W, 825.89 FEET; THENCE N70°58'58"W, 290.07 FEET; THENCE N62°51'54"W, 488.40 FEET; THENCE S01°12'50"E, 631.29 FEET TO A POINT ON SAID SOUTH LINE OF THE SOUTHWEST QUARTER; THENCE N58°57'36"W ON THE NORTHERLY RIGHT-OF-WAY LINE OF HILLS FARM ROAD, 984.75 FEET TO A POINT INTERSECTING THE NORTHERLY RIGHT-OF-WAY LINE OF HILLS FARM ROAD AND THE WEST RIGHT-OF-WAY LINE OF YAGER ROAD; THENCE N02°09'03"W ON SAID WEST RIGHT-OF-WAY LINE OF YAGER ROAD, 306.92 FEET TO THE NORTHEAST CORNER OF LOT 1R, REPLAT OF BLOCK 1 SOUTH FREMONT; THENCE S87°49'05"W ON THE NORTH LINE OF SAID LOT 1R, 226.99 FEET TO THE NORTHWEST CORNER OF SAID LOT 1R; THENCE S02°11'37"E ON THE WEST LINE OF SAID LOT 1R, 161.11 FEET TO A POINT ON SAID NORTHERLY RIGHT-OF-WAY LINE OF HILLS FARM ROAD; THENCE N59°08'09"W ON SAID NORTHERLY RIGHT-OF-WAY LINE OF HILLS FARM ROAD, 1231.92 FEET TO A POINT INTERSECTING SAID NORTHERLY RIGHT-OF-WAY LINE OF HILLS FARM ROAD AND THE EAST RIGHT-OF-WAY LINE OF SOUTH PLATTE AVENUE; THENCE N02°07'30"W ON SAID EAST RIGHT-OF-

WAY LINE OF SOUTH PLATTE AVENUE, 2604.69 FEET TO THE POINT OF BEGINNING.

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

EXHIBIT "A-1"

DESCRIPTION OF PRIVATE IMPROVEMENTS

The Project undertaken by Redeveloper on the Project Site shall consist of the Private Improvements and the Public Improvements. The Private Improvements to be constructed by Redeveloper on the Project Site consist of an integrated poultry complex which is anticipated to include the following:

1. An approximately 75,000 square foot hatchery;
2. An approximately 250,000 square foot processing facility; and
3. A feed mill which will include several approximately 145 foot silos and a 170 foot mill tower, and associated improvements.

The location, size, and design of the Private Improvements may vary based on the final design of the integrated poultry complex.

EXHIBIT "A-2"

DESCRIPTION OF PUBLIC IMPROVEMENTS

The Project undertaken by Redeveloper on the Project Site shall consist of the Private Improvements and the Public Improvements. The Public Improvements to be constructed are anticipated to include the following:

1. Extension and installation of public utilities, including:
 - a. 3.6 miles of electric service lines (336 ACSR);
 - b. 1.5 miles of 16" ductile water lines;
 - c. 3.2 miles of 10" gas line; and
 - d. 4.5 miles of 16-20" forced wastewater main;
2. Construction of above-ground, covered wastewater treatment lagoons;
3. Construction and improvement of public street infrastructure within the new and existing public rights-of-way; and
4. Grading and site preparation.

The location, size, and design of the Public Improvements may vary based on the final design of the integrated poultry complex.

EXHIBIT "B"

TIF INDEBTEDNESS

1. **Principal Amount.** \$13,500,000.00.

Assumptions:

| | |
|---------------------------|----------|
| Dodge Co. Tax Levy (2015) | 1.973072 |
| Interest Rate | 5.0% |
| TIF period (years) | 14 |

Property Value Assumptions:

| | Assessed Value | Estimated Taxes |
|-------------------|---------------------|--------------------|
| Pre-Project | \$ 2, 223,750 | \$ 43,876 |
| Completed Project | <u>\$71,328,300</u> | <u>\$1,407,369</u> |
| Difference | <u>\$69,105,050</u> | <u>\$1,363,492</u> |

TIF Calculations:

| | |
|------------------------|---------------------|
| Annual TIF Amount | \$1,363,500 |
| TIF Loan Amount | \$13,500,000 |

2. **Anticipated Tax Increment:** Approximately \$1,363,500 annually.
3. **Maturity Date.** On or before 15 years following the Effective Date of Division.

EXHIBIT "C"
TIF NOTE
(See Attached)

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

Registered

Registered

No. 1

\$ _____

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

COMMUNITY REDEVELOPMENT REVENUE NOTE
 (PROJECT NO. 1, COSTCO POULTRY COMPLEX PROJECT)
 SERIES 20__A

| Maturity Date | Interest Rate | Original Issuance Date |
|---------------|---------------|------------------------|
| _____ | 5.0% | _____, 20__ |

| Registered Holder | Principal Amount |
|-------------------|------------------|
| _____ | \$ _____ |

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

This Note is designated The Community Development Agency of the City of Fremont, Nebraska Redevelopment Revenue Note (Project No. 1, Costco Poultry Complex), Series

20__A, aggregating _____ and 00/100 Dollars (\$_____.00) (the "Note") in principal amount which has been issued pursuant to the Section 12 of Article VIII of the Nebraska Constitution and Neb. Rev. Stat. §§ 18-2101 through 18-2154, as amended and supplemented (the "Act") and under and pursuant to a Resolution adopted by the Governing Body of the Issuer (the "Resolution"), to aid in the financing of a redevelopment project pursuant to the Act. This Note does not represent a debt or pledge of the faith or credit of the Issuer or grant to the Registered Holder of this Note any right to have the Issuer levy any taxes or appropriate any funds for the payment of the principal hereof or the interest hereon nor is this Note a general obligation of the Issuer, or the individual officials, officers or agents thereof. This Note is payable solely and only out of the Tax Increment Revenues generated by the Project as identified in the Resolution. All such revenue has been duly pledged for that purpose. If the Project does not generate sufficient Tax Increment Revenues or the Issuer does not receive sufficient Tax Increment Revenues to pay the Note in full, then the Issuer shall only pay the net amount received in Tax Increment Revenues from the Project as full payment of this Note.

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

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

It is hereby certified and recited and the Issuer has found: that the Project is an eligible "redevelopment project" as defined in the Act; that the issuance of this Note and the construction of the Project will promote the public welfare and carry out the purposes of the Act by, among other things, contributing to the development of a blighted and substandard area of the City of Fremont, Nebraska, pursuant to a Redevelopment Plan adopted by the City; that all acts, conditions and things required to be done precedent to and in the issuance of this Note have been properly done, have happened and have been performed in regular and due time, form and manner as required by law; and, that this Note does not constitute a debt of the Issuer within the meaning of any constitutional or statutory limitations.

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

receiving payment of, or on account of, the principal hereof and premium, if any, and interest due hereon and for all other purposes.

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

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

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

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

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

[SIGNATURE PAGE TO FOLLOW]

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

THE COMMUNITY DEVELOPMENT
AGENCY OF THE CITY OF FREMONT,
NEBRASKA

ATTEST:

Secretary

By: _____
Chairman

CERTIFICATE OF AUTHENTICATION

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

Fremont City Treasurer,
as Paying Agent and Registrar

By: _____
Authorized Signature

EXHIBIT "D"

PROJECTED TIF SOURCES AND USES

1. PROJECTED TIF SOURCES

| | | |
|---------------------|---------------------------|----------|
| Assumptions: | Dodge Co. Tax Levy (2015) | 1.973072 |
| | Interest Rate | 5.0% |
| | TIF period (years) | 14 |

| | | |
|------------------------------------|-------------------|--------------------|
| Property Value Assumptions: | Assessed Value | Estimated Taxes |
| | Pre-Project | \$ 43,876 |
| | Completed Project | <u>\$1,407,369</u> |
| | Difference | \$1,363,492 |

| | | |
|--------------------------|------------------------|---------------------|
| TIF Calculations: | Annual TIF Amount | \$ 1,363,500 |
| | TIF Loan Amount | \$13,500,000 |

2. PROJECTED TIF USES¹

| | Project Costs² |
|-----------------------------------|----------------------------------|
| A. City Fees: | |
| 1. Administrative Fee (1%) | \$135,000 |
| 2. Soft Costs (5%) | \$675,000 |
| B. Utility Extension ³ | \$4,000,000 |
| C. Water Treatment Lagoons | \$5,000,000 |
| D. Public Street Infrastructure | \$3,500,000 |
| E. Grading and Site Preparation | \$5,000,000 |
| F. Site Acquisition | <u>\$8,280,000</u> |
| Total: | \$26,590,000 |

*Eligible TIF Uses are projected to be approximately \$24,590,000, but the TIF Revenue Projection is limited to \$13,500,000 which is the sum generated by the projected incremental revenue. The Redeveloper shall only be obligated to certify construction costs up to the amount of the TIF indebtedness.

¹ TIF proceeds are to be spent in the same priority order shown here until exhausted.

² All costs are estimates and are subject to adjustment upon receipt of construction bids and final confirmation upon construction completion.

³ Subject to the Economic Development Incentive provided for in Section 5.01(c).

EXHIBIT "E"

CERTIFICATE OF COMPLETION

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

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

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 17 NORTH, RANGE 8 EAST, DODGE COUNTY, NEBRASKA, THENCE EASTERLY ON AN ASSUMED BEARING OF N87°43'50"E ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF SECTION 26, 1130.95 FEET TO A POINT ON THE APPROXIMATE WESTERLY RAILROAD RIGHT-OF-WAY LINE; THENCE S05°07'33"E ON SAID WESTERLY RAILROAD RIGHT-OF-WAY LINE, 1178.00 FEET TO A POINT INTERSECTING THE NORTHERLY RIGHT-OF-WAY LINE OF HILLS FARM ROAD; THENCE N59°05'58"W ON SAID NORTHERLY RIGHT-OF-WAY LINE; 697.41 FEET; THENCE CONTINUING N86°26'21"W, ON SAID NORTHERLY RIGHT-OF-WAY LINE, 1931.80 FEET; THENCE N02°10'38"W, 1162.85 FEET TO THE NORTHWEST CORNER OF LOT 6, EAST INGLEWOOD SUBDIVISION, A PLATTED AND RECORDED SUBDIVISION IN DODGE COUNTY; THENCE N87°42'03"E ON THE NORTH LINE OF SAID LOT 6, 545.50 FEET TO THE NORTHEAST CORNER OF SAID LOT 6; THENCE N02°06'54"W ON THE EAST LINE OF LOT 5, SAID EAST INGLEWOOD SUBDIVISION, 283.94 FEET TO A POINT ON THE EAST LINE OF LOT 4, SAID EAST INGLEWOOD SUBDIVISION; THENCE N88°10'00"E, 772.03 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE S01°58'55"E ON SAID WEST LINE OF THE NORTHEAST QUARTER, 842.47 FEET TO THE POINT OF BEGINNING.

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

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

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

SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER; THENCE S02°12'31"E ON THE EAST LINE OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 36, 1356.15 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF HILLS FARM ROAD; THENCE N70°35'17"W ON SAID NORTHERLY RIGHT-OF-WAY LINE OF HILLS FARM ROAD, 1410.04 FEET; THENCE N02°14'36"W, 711.27 FEET; THENCE N71°00'17"W, 375.56 FEET TO A POINT ON THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 25; THENCE CONTINUING N71°00'17"W, 825.89 FEET; THENCE N70°58'58"W, 290.07 FEET; THENCE N62°51'54"W, 488.40 FEET; THENCE S01°12'50"E, 631.29 FEET TO A POINT ON SAID SOUTH LINE OF THE SOUTHWEST QUARTER; THENCE N58°57'36"W ON THE NORTHERLY RIGHT-OF-WAY LINE OF HILLS FARM ROAD, 984.75 FEET TO A POINT INTERSECTING THE NORTHERLY RIGHT-OF-WAY LINE OF HILLS FARM ROAD AND THE WEST RIGHT-OF-WAY LINE OF YAGER ROAD; THENCE N02°09'03"W ON SAID WEST RIGHT-OF-WAY LINE OF YAGER ROAD, 306.92 FEET TO THE NORTHEAST CORNER OF LOT 1R, REPLAT OF BLOCK 1 SOUTH FREMONT; THENCE S87°49'05"W ON THE NORTH LINE OF SAID LOT 1R, 226.99 FEET TO THE NORTHWEST CORNER OF SAID LOT 1R; THENCE S02°11'37"E ON THE WEST LINE OF SAID LOT 1R, 161.11 FEET TO A POINT ON SAID NORTHERLY RIGHT-OF-WAY LINE OF HILLS FARM ROAD; THENCE N59°08'09"W ON SAID NORTHERLY RIGHT-OF-WAY LINE OF HILLS FARM ROAD, 1231.92 FEET TO A POINT INTERSECTING SAID NORTHERLY RIGHT-OF-WAY LINE OF HILLS FARM ROAD AND THE EAST RIGHT-OF-WAY LINE OF SOUTH PLATTE AVENUE; THENCE N02°07'30"W ON SAID EAST RIGHT-OF-WAY LINE OF SOUTH PLATTE AVENUE, 2604.69 FEET TO THE POINT OF BEGINNING.

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

("Redeveloper Property"), all the improvements required to be constructed upon the above-described Redeveloper Property have been satisfactorily completed in accordance with the requirements of the REDEVELOPMENT AGREEMENT (Project No. 1, Costco Poultry Complex Project) by and between the Community Development Agency of the City of Fremont, Nebraska, a municipal corporation in the State of Nebraska, and Costco Wholesale Corporation, a

Washington corporation, and its successors and assigns (“Redeveloper”), said Agreement dated as of _____ and a Memorandum of which is recorded as Instrument No. _____, in the office of the Register of Deeds for Dodge County, Nebraska.

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

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the CDA and Redeveloper have executed this instrument this _____ day of _____, 20__.

“CDA”

COMMUNITY DEVELOPMENT AGENCY
OF THE CITY OF FREMONT, NEBRASKA

_____, Chairperson

STATE OF NEBRASKA)
) ss.
COUNTY OF DODGE)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, Chairperson of the Community Development Agency of the City of Fremont, Nebraska, on behalf of the Agency.

Notary Public

EXHIBIT "F"

MEMORANDUM OF REDEVELOPMENT AGREEMENT
(PROJECT NO. 1, COSTCO POULTRY COMPLEX)

This Memorandum of Redevelopment Agreement ("Memorandum") is made this ___ day of _____, 20__ by and between the Community Development Agency of the City of Fremont, Nebraska ("CDA") and Costco Wholesale Corporation, a Washington corporation ("Redeveloper").

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

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

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OF THE 6TH P.M., DODGE COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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

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

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

[SIGNATURE PAGES TO FOLLOW]

“CDA”

COMMUNITY DEVELOPMENT AGENCY
OF THE CITY OF FREMONT, NEBRASKA

_____, Chairperson

STATE OF NEBRASKA)
) ss.
COUNTY OF DODGE)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, Chairperson of the Community Development Agency of the City of Fremont, Nebraska, on behalf of the Agency.

Notary Public

Staff Report

TO: Mayor and City Council
FROM: Troy Anderson, Director of Planning
DATE: July 22, 2016
SUBJECT: Redevelopment Agreement – Project No. 1, Costco Poultry Complex

Recommendation: move to approve the resolution.

Background: On July 19, 2016, the City Council for the City of Fremont approved a redevelopment plan for approximately 496 acres located south of the Chicago and Northwestern Railroad and east of South Broad Street. That plan identified both a general redevelopment plan for the area as well as a specific redevelopment plan for property identified as approximately 421 acres, known as Project No. 1, Costco Poultry Complex.

The redeveloper, Costco Wholesale Corporation (Redeveloper), now wishes to enter into a redevelopment agreement for the redevelopment of the project site including the use of tax-increment financing to assist in the cost of certain public improvements and other items eligible for reimbursement as defined in the agreement.

In accordance with Article VIII, Section 12 of the Nebraska Constitution and Neb. Rev. Stat. §§ 18-2101 to 18-2154, as amended, the City has adopted a Redevelopment Plan for an area designated as blighted and substandard and authorizes the Community Development Agency (CDA) to enter into a redevelopment agreement including the issuance of tax increment financing (TIF) indebtedness and subsequent capture of tax increment for a period not to exceed fifteen (15) years to pay debt service on the TIF indebtedness.

The Redevelopment Agreement (Agreement), includes provisions for authority to enter into the Agreement, obligations of each party including issuance of TIF indebtedness and use of the same, extension of municipal services, construction of a wastewater lagoon system, utility rate incentives, street improvements, construction of private improvements (i.e. an approximately 75,000 square foot hatchery, an approximately 250,000 square foot processing facility, a feed mill and associated improvements), financing and encumbrances, and default, remedies, and indemnification. All terms and conditions of the Agreement have been reviewed and are amenable to City Staff and the Redeveloper.

Fiscal Impact: N/A

CERTIFICATION OF REDEVELOPER

Costco Wholesale Corporation, a Washington corporation, or its permitted assignee (“Redeveloper”) intends to enter into a Redevelopment Agreement with the Community Development Agency of the City of Fremont, Nebraska (“CDA”) relating to the Project described therein. In connection with the Redevelopment Agreement and pursuant to Neb. Rev. Stat. §18-2119, Redeveloper hereby certifies the following to the CDA:

- a. Redeveloper or its operator intends to file an application with the Department of Revenue to receive tax incentives under the Nebraska Advantage Act for a project located or to be located within the redevelopment project area;
- b. Such application will include, as one of the tax incentives, a refund of the City’s local option sales tax revenue; and
- c. Such application has not yet been approved under the Nebraska Advantage Act.

COSTCO WHOLESALE CORPORATION,
a Washington corporation

By: *[Signature]* 7/21/16
Name: *Bryce Cooper*
Title: *AVP/COMP. COUNSEL*

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

RESOLUTION NO. 2016-_____
(Redevelopment Agreement for Redevelopment
Project No. 1, Costco Poultry Complex)

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREMONT, NEBRASKA
APPROVING THE REDEVELOPMENT AGREEMENT FOR REDEVELOPMENT PROJECT
NO. 1, COSTCO POULTRY COMPLEX AND AUTHORIZING THE ISSUANCE OF TAX
INCREMENT FINANCING INDEBTEDNESS.**

WHEREAS, the City Council of the City of Fremont, Nebraska via Resolution No. 2016-123 dated July 19, 2016 approved and adopted the South Fremont Industrial Redevelopment Plan (the "Redevelopment Plan") containing Redevelopment Project No. 1, Costco Poultry Complex (the "Project") and a Cost-Benefit Analysis for the Project pursuant to the Nebraska Community Development Law codified at Neb. Rev. Stat. §§ 18-2101 et seq. (the "Act");

WHEREAS, a copy of the redevelopment agreement by and between the Community Development Agency of the City of Fremont, Nebraska (the "CDA") and Costco Wholesale Corporation, a Washington corporation, (the "Redeveloper") that will implement and govern the redevelopment aspects of the Project (the "Redevelopment Agreement") is attached as Exhibit "A" and incorporated herein by this reference;

WHEREAS, on July 26, 2016, a meeting of the CDA was held at Christensen Field Multi-Purpose Building, 1710 W. 16th Street in Fremont, Nebraska in order to determine whether the Redevelopment Agreement should be approved;

WHEREAS, on July 26, 2016, following the CDA meeting, a meeting of the City Council was held at Christensen Field Multi-Purpose Building, 1710 W. 16th Street in Fremont, Nebraska in order to determine whether the Redevelopment Agreement should be approved;

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

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

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

WHEREAS, the Redeveloper has certified to the CDA pursuant to Neb. Rev. Stat. §18-2119 that (a) Redeveloper or its operator intends to file an application with the Department of Revenue to receive tax incentives under the Nebraska Advantage Act for a project located or to be located within the redevelopment project area; (b) such application will include, as one of the tax incentives, a refund of the City's local option sales tax revenue; and (c) such application has not yet been approved under the Nebraska Advantage Act;

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

WHEREAS, pursuant to the provisions of the Act and in light of the foregoing findings and determinations, the City Council desires to approve the Redevelopment Agreement, and to approve TIF Indebtedness in an amount not to exceed Thirteen Million Five Hundred Thousand Dollars and No/100 (\$13,500,000.00) in the form of the TIF Note attached to the Redevelopment Agreement as Exhibit "C".

NOW, THEREFORE, BE IT RESOLVED, that subject to the annexation under the City of Fremont Ordinance No. 5370 becoming effective, the City Council of the City of Fremont, Nebraska does hereby approve and adopt the Redevelopment Agreement;

BE IT FURTHER RESOLVED, that subject to the annexation under the City of Fremont Ordinance No. 5370 becoming effective, the City Council of the City of Fremont authorizes the CDA of the City of Fremont, following the lapse of thirty (30) days after the approval and execution of the Redevelopment Agreement, to issue TIF Indebtedness in an amount not to exceed Thirteen Million Five Hundred Thousand Dollars and No/100 (\$13,500,000.00) in the form of the TIF Note attached to the Redevelopment Agreement as Exhibit "C", with such TIF Indebtedness to be repaid solely from the Tax Increment created by the Project and does not represent the general obligation of the CDA nor the City of Fremont; and

BE IT FURTHER RESOLVED, that upon the annexation under the City of Fremont Ordinance No. 5370 becoming effective, the CDA is hereby authorized to execute and deliver the Redevelopment Agreement and to take all such other actions contemplated and required by the Redevelopment Agreement.

DATED THIS 26th day of July, 2016.

CITY OF FREMONT, NEBRASKA

By: _____
Mayor

ATTEST: _____
City Clerk

EXHIBIT "A"

Redevelopment Agreement

(See Attached)

REDEVELOPMENT AGREEMENT

(REDEVELOPMENT PROJECT NO. 1, COSTCO POULTRY COMPLEX)

This Redevelopment Agreement is made and entered into as of the ____ day of _____, 20____, ("Agreement) by and between the Community Development Agency of the City of Fremont, Nebraska ("CDA") and Costco Wholesale Corporation, a Washington corporation, or its permitted assignee as provided herein ("Redeveloper").

RECITALS

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

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

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

D. Redeveloper submitted a redevelopment project proposal to redevelop the Project Site.

E. The proposed redevelopment project involves acquisition of the Project Site, the construction of a new hatchery, feed mill, and poultry processing plant, and associated improvements by Redeveloper.

F. The CDA has approved the Redeveloper's proposed redevelopment project, including the use of tax-increment financing to assist in the cost of certain public improvements and other items eligible for reimbursement defined in this Agreement or the Act.

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

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

ARTICLE I

DEFINITIONS AND INTERPRETATION

Section 1.01 Terms Defined in this Agreement.

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

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

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

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

D. "Commercial Operation Date" means the date at which the processing plant commences processing of poultry (estimated in August 2018).

E. "Effective Date of Division" means January 1, 2018, or as may be established in Section 3.01 below.

F. "Eligible Project Costs" means only costs or expenses incurred by Redeveloper or the City for Public Improvements and other items eligible for reimbursement under the Act.

G. "Force Majeure" means (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority not precipitated by wrongful or illegal acts of the party claiming Force Majeure or their agents or contractors; (g)

national or regional emergency; (h) or other causes beyond the reasonable control of Redeveloper or the City.

H. "Minimum Project Valuation" means an amount equal to Seventy Million and No/100 Dollars (\$70,000,000.00).

I. "Private Improvements" means all the private improvements to be constructed on the Project Site as more particularly described on Exhibit "A-1" attached and incorporated by this reference.

J. "Project" means the Project No. 1, Costco Poultry Complex and includes improvements to the Project Site and adjacent thereto, including the Private Improvements and Public Improvements defined herein and described on Exhibit "A", Exhibit "A-1" and Exhibit "A-2" attached and incorporated by this reference.

K. "Project Completion Date" means on or before December 31, 2018, subject to delays caused by Force Majeure as defined in Section 1.01(G) and delays caused by City's failure to timely complete items referenced in Sections 3.07, 3.08, and 3.10 herein.

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

M. "Public Improvements" shall include all the public improvements more particularly described on Exhibit "A-2" which are eligible improvements under the Act. The costs of the Public Improvements include the debt service payments of the TIF Indebtedness.

N. "Redeveloper" means Costco Wholesale Corporation, a Washington corporation or its permitted assignee as provided herein.

O. "Agreement" means this Redevelopment Agreement between the CDA and Redeveloper with respect to the Project.

P. "Redevelopment Area" means the Redevelopment Area that is set forth in the South Fremont Industrial Redevelopment Plan for Project No. 1, Costco Poultry Complex adopted by the CDA as of July 19, 2016.

Q. “Redevelopment Plan” means the South Fremont Industrial Redevelopment Plan prepared by JEO Consulting Group, Inc. and dated June 17, 2016, and approved by the City Council of the City on July 19, 2016 pursuant to Resolution No. 2016-123.

R. “Soft Costs” means the City’s costs incurred in relation to the Project, which include, but are not limited to, the cost of issuance, attorney fees, grading, construction, and site plan review, permitting review, consulting, miscellaneous engineering costs, and other out-of-pocket costs related to the Project.

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

T. “TIF Note” shall have the meaning ascribed to it in Section 3.03.

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

Section 1.02 Construction and Interpretation.

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

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

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

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

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

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

ARTICLE II
REPRESENTATIONS

Section 2.01 Representations by the CDA.

The CDA makes the following representations and findings:

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

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

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

Section 2.02 Representations of Redeveloper.

Redeveloper makes the following representations and findings:

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

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

(c) There is no litigation pending or to the best of its knowledge threatened against Redeveloper affecting its ability to carry out the acquisition, construction, equipping and furnishing of the Project or the carrying into effect of this Agreement or, except as disclosed in

writing to the CDA, as to any other matter materially affecting the ability of Redeveloper to perform its obligations hereunder.

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

(e) Redeveloper shall not assign this Agreement to any successor or assignee except in accordance with Section 4.05 hereof.

(f) Pursuant to Neb. Rev. Stat. §18-2119, the Redeveloper certifies to the CDA the following:

- a. Redeveloper or its operator intends to file an application with the Department of Revenue to receive tax incentives under the Nebraska Advantage Act for a project located or to be located within the redevelopment project area;
- b. Such application will include, as one of the tax incentives, a refund of the City's local option sales tax revenue; and
- c. Such application has not yet been approved under the Nebraska Advantage Act.

ARTICLE III

OBLIGATIONS OF THE CDA AND PUBLIC IMPROVEMENTS

Section 3.01 Capture of Tax Increment.

Subject to the contingencies described below and to all of the terms and conditions of this Agreement, commencing for the tax year of the Effective Date of Division and continuing thereafter, the CDA shall capture the Tax Increment, as defined below, from the Project pursuant to the Nebraska Community Development Law. The CDA shall capture the Tax Increment generated by the Project Site for a total period not to exceed fifteen (15) years after

the Effective Date of Division. The Effective Date of Division shall be January 1, 2018, thus creating the base value as of January 1, 2017. The base value shall not include the Lagoon Site to be transferred to the City pursuant to Section 4.07. The CDA shall file with the County Assessor the "Notice to Divide Taxes" on or prior to August 1 in the year of the Effective Date of Division. Provided, however, the CDA reserves the right to adjust this Effective Date of Division pursuant to the Nebraska Community Development Law with the consent and approval of the Redeveloper, which shall not be unreasonably withheld, dependent on the construction schedule of the Project and the date of construction completion.

Section 3.02 Tax Increment.

The term Tax Increment shall mean, in accordance with Neb. Rev. Stat. § 18-2147 of the Nebraska Community Development Law, the difference between the ad valorem tax which is produced by the tax levy (fixed each year by the Dodge County Board of Equalization) for the Project Site before the commencement of the construction of the Private Improvements for that year prior to the year in which the Effective Date of Division falls, and the ad valorem tax which is produced by the tax levy for the Project Site after completion of construction of the Private Improvements as part of the Project. For this Project, the anticipated Tax Increment is the difference between (i) the projected taxes payable for 2018 (after substantial completion of construction) and subsequent years thereafter, and (ii) the taxes payable for 2017 (before commencement of construction) as more particularly set forth on Exhibit "B".

Section 3.03 Issuance of TIF Indebtedness.

No sooner than thirty (30) days following the approval and execution of this Agreement, the CDA shall incur or issue TIF Indebtedness (the "TIF Note") in the estimated amount of Thirteen Million Five Hundred Thousand and No/100 Dollars (\$13,500,000.00), as calculated on the attached and incorporated Exhibit "B", to be issued to the Redeveloper which shall entitle Redeveloper to receive the semi-annual incremental tax payments generated by the Project. The TIF Indebtedness, which shall be in the form of a TIF Promissory Note, attached as Exhibit "C", shall not be a general obligation of the CDA or City, which shall issue such TIF Note solely

as a conduit. Redeveloper shall either self-fund or monetize the TIF Note. Regardless of whether Redeveloper self-funds or monetizes the TIF Note, Redeveloper shall timely pay the costs outlined in Exhibit “D” and contemplated within this Agreement. If Redeveloper elects to monetize the TIF Note, then it shall locate a lender or other entity to acquire and fund the acquisition of the TIF Note for the TIF Indebtedness. Redeveloper may pledge or assign the TIF Note to such lender and the CDA shall consent to such pledge or assignment upon request, in which case proceeds may be made payable directly to such lender. The TIF Note issued to Redeveloper shall be secured by a pledge or assignment of the Tax Increment to be captured by the CDA. To the extent Redeveloper directly funds or pays the costs outlined in Exhibit “D”, Redeveloper shall be entitled to use available TIF Note proceeds to reimburse itself for such costs.

Section 3.04 Use of TIF Indebtedness.

The CDA will collect and use the Tax Increment to pay debt service on the TIF Indebtedness incurred as provided in Section 3.03 of this Agreement. Notwithstanding the foregoing, the amount of the TIF Note that the CDA agrees to service and repay with the Tax Increment shall not exceed the amount of the Eligible Project Costs certified by Redeveloper pursuant to Section 4.02 and listed on Exhibit “D”. In addition, Redeveloper shall pay (subject to reimbursement from available TIF Note proceeds as provided in Section 3.03) the CDA an amount sufficient to pay: (a) the CDA’s one-time Administrative Fee of one percent (1%) of the face amount of the TIF Note; and (b) a sum equal to five percent (5%) of the face amount of the TIF Note to pay for improvements and related costs in the Redevelopment Area designated by the CDA, and the CDA’s Soft Costs. The Tax Increment shall be paid pursuant to the terms of any TIF Promissory Note and/or TIF resolution issued by the CDA relating to this Project.

Section 3.05 Creation of Fund.

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

Section 3.06 Projected TIF Sources and Uses.

The TIF Indebtedness calculation formula set forth on Exhibit “B”, contemplates the annual generation of incremental taxes created by the Project in the amount of approximately Thirteen Million Five Hundred Thousand and No/100 Dollars (\$13,500,000.00). The TIF Note and the TIF sources and eligible uses are attached on Exhibit “C” and Exhibit “D” and incorporated by this reference. The Projected Uses of the TIF funds are eligible under the Act, and are estimates which shall be confirmed upon construction completion and be certified by the Redeveloper under Section 4.02 below.

Section 3.07 Extension of Utilities.

The City shall extend the following utilities, to the mutually approved location of the boundary of the Project Site: water, sewer, electric and natural gas to be completed by June 30, 2018, subject to Force Majeure and provided that the City shall not be obligated to commence work or incur any such costs associated with the extension of utilities or associated projects until the City receives payment from Redeveloper to cover such costs pursuant to Section 5.01.

Section 3.08 Construction of Wastewater Lagoon System

The City shall construct a wastewater lagoon system on a parcel of land within the Project Site (the “Lagoon Site”), to be provided to the City by Redeveloper pursuant to Section 4.07 to be completed by June 30, 2018, subject to Force Majeure and provided that the City shall not be obligated to commence work or incur any such costs associated with the wastewater lagoon system or associated projects until the City receives payment from Redeveloper to cover such costs pursuant to Section 5.01 and until Redeveloper transfers the Lagoon Site to the City as contemplated in Section 4.07.

Section 3.09 Utilities Rate Incentive.

If Redeveloper meets the tariff terms defined by City Ordinance, City Department of Utilities shall offer an economic incentive rate of approximately six percent (6%) to ten percent (10%) on electric consumption for five (5) years, commencing on the first date of Commercial Operation Date and ending five years thereafter.

Section 3.10 Street Improvements.

The City in conjunction with Dodge County shall construct and improve certain streets and intersections in public right-of-way (whether now existing or newly created) per the terms of Interlocal Cooperation Agreement between the City and Dodge County, Nebraska. The street and intersection improvements shall be as mutually approved by the City and Redeveloper and will comply with the design standards of the City. Redeveloper and the City recognize vacation of existing public rights-of-way and the dedication of new public-rights-of-way may occur upon subdivision of the Project Site. The street improvements are to be completed by June 30, 2018, subject to Force Majeure and provided that the City shall not be obligated to commence work or incur any such costs associated with the street improvements until the City receives payment from Redeveloper to cover such costs pursuant to Section 5.01.

Section 3.11 Permit Issuance.

Building and other permits relating to the Project and Project Site shall not be issued by the City to the Redeveloper until the CDA or the City, as the case may be, receives from Redeveloper the payments Redeveloper is required to make under this Agreement.

ARTICLE IV

OBLIGATIONS OF REDEVELOPER

Section 4.01 Construction of Project; Insurance.

(a) Redeveloper will substantially complete the Private Improvements, grading and site preparation, and site acquisition as described on Exhibit "A-1", Exhibit "A-2", and Exhibit "D" and install the equipment necessary to operate the Private Improvements and complete the grading, site preparation, and site acquisition no later than the Project Completion Date, subject

to delays caused by Force Majeure. Redeveloper shall be solely responsible for obtaining all permits and approvals necessary to acquire, construct and equip the Private Improvements and to complete the grading, site preparation, and site acquisition. Until construction of the Private Improvements, grading, site preparation, and site acquisition have been completed, Redeveloper shall make reports in such detail and at such times as may be reasonably requested by the CDA as to the actual progress of Redeveloper with respect to construction of the Private Improvements, and completion of the grading, site preparation, and site acquisition. Promptly after substantial completion by Redeveloper of the Private Improvements, grading, site preparation, and site acquisition, Redeveloper shall furnish to the CDA a Certificate of Completion, the form of which is attached as Exhibit "E" and incorporated by this reference. The certification by Redeveloper shall be a conclusive determination of satisfaction of the agreements and covenants in this Agreement with respect to the obligations of Redeveloper to construct the Private Improvements, grading, site preparation, and site acquisition.

(b) Any contractor chosen by Redeveloper or Redeveloper itself shall be required to obtain and keep in force at all times until completion of construction, policies of insurance including coverage for contractors' general liability and completed operations (provided that Redeveloper may self-insure in lieu of obtaining and keeping in force such policy of insurance) and, with regard to any work performed by Redeveloper or its contractors within the public right-of-way, a penal bond as required by the Act. The CDA shall be named as an additional insured. Any contractor chosen by Redeveloper or Redeveloper itself, as an owner, shall be required to purchase and maintain property insurance upon the Project to the full insurable value thereof (provided that Redeveloper may self-insure in lieu of obtaining and keeping in force such policy of insurance). This insurance shall insure against the perils of fire and extended coverage and shall include "special causes of loss" insurance for physical loss or damage.

Section 4.02 Cost Certification.

Redeveloper shall submit to the CDA a certification of Eligible Project Costs, after expenditure of such project costs to verify the uses described on Exhibit "D". Redeveloper

may, at its option, submit one or more partial Eligible Project Costs Certifications prior to expenditure of all Eligible Project Costs providing certification of receipt of billings for work in progress. All Eligible Project Costs Certifications shall be subject to review and approval by the CDA prior to the funding of such eligible costs. Determinations by the CDA whether costs included in the Eligible Project Costs Certification are properly included in Eligible Project Costs as defined in this Agreement shall be made in its sole discretion and shall be conclusive and binding on Redeveloper.

Section 4.03 No Discrimination.

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

Section 4.04 Pay Real Estate Taxes.

(a) It is anticipated that the completed Project and Project Site will create a taxable real property valuation of the Project and Project Site of not less than the Minimum Project Valuation set forth in Section 1.01(H) above, by no later than as of the Project Completion Date. During the period of this Agreement, Redeveloper, its successors and assigns, will: (1) not protest a real estate property valuation of the Project and Project Site to a sum less than or equal to the Minimum Project Valuation; (2) not convey the Project Site or structures thereon to any entity which would be exempt from the payment of real estate taxes or cause the nonpayment of such real estate taxes; and (3) Redeveloper shall not apply to the Dodge County Assessor for the structures, or any portion thereof, to be taxed separately from the underlying land of the Project Site.

(b) If, during the period of this Agreement, the Project Site is assessed at less than the Minimum Project Valuation, Redeveloper acknowledges and agrees that this will likely result in a shortfall in the amount of the anticipated Tax Increment, as set forth on Exhibit "B", and

Redeveloper agrees that it shall be at risk for such shortfall, and if Redeveloper has monetized the TIF Note, for making up any shortfall due the lender or holder of said note, provided Redeveloper shall be entitled to receive reimbursement of any such shortfall to the extent TIF Revenues become available during the TIF Period in an amount in excess of the amount necessary to meet the current debt service payments. Any such shortfall amounts not reimbursed at the end of the TIF Period shall be forgiven.

Section 4.05 No Assignment or Conveyance.

Redeveloper shall not convey, assign or transfer the Project Site, any interest therein, or this Agreement prior to the termination of the 15 year period commencing on the Effective Date of Division hereof without the prior written consent of the CDA, which shall not be unreasonably withheld, except for the following conveyances, which shall be permitted without consent of the CDA: (a) any conveyance to a wholly-owned affiliate or subsidiary of Costco Wholesale Corporation; or (b) any conveyance as security for indebtedness (i) previously incurred by Redeveloper or incurred by Redeveloper after the Effective Date of Division for Project costs or any subsequent physical improvements to the Project Site with the outstanding principal amount of all such indebtedness (whether incurred prior to or after the Effective Date of Division) secured by the Project Site which shall have lien priority over the obligations of Redeveloper pursuant to this Agreement, or (ii) any additional or subsequent conveyance as security for indebtedness incurred by Redeveloper for Project costs or any subsequent physical improvements to the Project Site provided that any such conveyance shall be subject to the obligations of Redeveloper pursuant to this Agreement.

Section 4.06. Evidence of Financial Ability.

Upon request of the CDA, Redeveloper shall provide to the CDA reasonable evidence of availability of the specific amount of finances necessary for purposes of carrying out the obligations of Redeveloper in connection with acquisition of the Project Site and construction of the Private Improvements and completion of site grading and preparation.

Section 4.07. Land for Wastewater Lagoon System Transferred to City.

Promptly following the subdivision of the Project Site to create a mutually acceptable parcel on the Project Site for the location of the City's wastewater lagoon system for the Lagoon Site, which subdivision shall be completed no later than December 31, 2017, Redeveloper shall transfer to the City the Lagoon Site by special warranty deed or by perpetual, exclusive easement at no cost to the City, on or before December 31, 2017.

Section 4.08. Conveyance of Easements.

Redeveloper shall timely convey perpetual non-exclusive easements to the City over land in which city-owned infrastructure sits and to provide access to such infrastructure, which easements shall be in form and substance acceptable to the City.

Section 4.09. Pretreatment and Installation of Dissolved Air Flotation (DAF) System.

Redeveloper shall screen and pretreat its industrial wastewater discharge by commencement of Commercial Operation Date. Minimum pretreatment shall include a Dissolved Air Flotation (DAF) system capable of lowering oil and grease discharge levels to less than 120 milligrams per liter.

Section 4.10 Utilities Extension Funds Applications.

- (a) Redeveloper shall apply for and pursue in good faith approval of a grant from the Economic Incentive Fund in the amount of One Hundred and Seventy-Five Thousand Dollars (\$175,000.00) per year for two years, to be applied exclusively to the City Department of Utilities infrastructure improvements that are necessary to serve the Project Site no later than ninety 90 days after execution of this Agreement.
- (b) Redeveloper shall timely apply for L.B. 840 funds in the amount of One Million Dollars (\$1,000,000.00) to be applied exclusively to eligible activities (per the Local Option Economic Development Plan).

ARTICLE V

FINANCING REDEVELOPMENT PROJECT; ENCUMBRANCES

Section 5.01 Financing.

(a) TIF proceeds are to be spent on the designated items in the same priority as the order shown on Exhibit "D" until exhausted.

(b) Redeveloper shall pay from its own funds all of the costs and shall arrange all necessary financing for the construction of the Private Improvements.

(c) Redeveloper shall pay to the City (subject to reimbursement from available TIF Note proceeds as provided in Section 3.03) within 15 days after invoicing up to but not to exceed the amount allocated for such expense on Exhibit "D" for the City's cost to extend the utilities contemplated in Section 3.07 and related engineering and design costs. However, Redeveloper is entitled to obtain from the City Department of Utilities an economic development incentive in an amount not to exceed Two Million Dollars and No/100 (\$2,000,000.00) (the "Economic Development Incentive"), which amount received from the City Department of Utilities shall offset a portion of Redeveloper's contribution set forth on Exhibit "D" to the cost of extending utilities pursuant to Section 3.07 that Redeveloper would otherwise be required to pay to the City pursuant to this Section. The Economic Development Incentive need not be repaid to the City Department of Utilities if Redeveloper meets the minimum consumption levels as defined in a form agreement provided by the City Department of Utilities ("Clawback Provisions Agreement") for fifteen (15) years commencing 1 year following the Commercial Date of Operation, which Redeveloper agrees to enter into promptly following the mutual execution of this Agreement. The City Department of Utilities will invoice only 50% of its actual costs contemplated in Section 3.07 until the Economic Development Incentive is fully depleted at which point the City shall invoice at 100% of its costs to the Redeveloper to be paid to the City in accordance with these terms. Redeveloper acknowledges that if Redeveloper does not meet the minimum consumption levels defined in the Clawback Provisions Agreement, Redeveloper must reimburse all or a portion of the Economic Development Incentive to the City Department of Utilities within 30 days following the expiration of the term of the Clawback Provisions Agreement. Any amounts in excess of the monies Redeveloper is required to pay to the City as shown on Exhibit "D" for

utility extensions and as discounted herein shall be paid by the City out of its own funds. (Neb. Rev. Stat. §16-120).

(d) Redeveloper shall pay to the City (subject to reimbursement from available TIF Note proceeds as provided in Section 3.03) within 15 days after invoicing up to but not to exceed the amount allocated for such expense on Exhibit "D" for the construction of a wastewater lagoon system contemplated in Section 3.08 and related engineering and design costs. Any amounts in excess of the monies Redeveloper is required to pay to the City as shown on Exhibit "D" for the wastewater lagoon system shall be paid by the City out of its own funds. (Neb. Rev. Stat. §16-120).

(e) To the extent received by the City, \$1,000,000.00 of Dodge County funds shall be used to make street improvements contemplated herein per an Interlocal Cooperation Agreement between the City and Dodge County. Redeveloper shall pay the City (subject to reimbursement from available TIF Note proceeds as provided in Section 3.03) within 15 days after invoicing for all other amounts necessary for the construction of a street improvements contemplated in Section 3.10 and related engineering and design costs.

(f) The City's and CDA's administrative fees and Soft Costs contemplated in Section 3.04 shall be paid by Redeveloper in accordance with that Section. The agreement entered into between Redeveloper and the City dated May 25, 2016 (the "Reimbursement Agreement") regarding reimbursement for engineering design costs shall be considered a cost to be allocated to the Public Improvements for which it was performed (subject to reimbursement from available TIF Note proceeds as provided in Section 3.04). To the extent the City or CDA incurs any further costs before funding by Redeveloper as contemplated under this Agreement, the parties shall amend the Reimbursement Agreement to provide for the Redeveloper paying such costs to the City.

(g) Redeveloper shall pay and perform the site grading and preparation of the Project Site contemplated in Section 4.01 (subject to reimbursement from available TIF Note proceeds as provided in Section 3.03).

(h) Redeveloper shall pay and perform all actions necessary for the site acquisition contemplated in Section 4.01 (subject to reimbursement from available TIF Note proceeds as provided in Section 3.03).

Section 5.02 Encumbrances.

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

ARTICLE VI

DEFAULT, REMEDIES; INDEMNIFICATION

Section 6.01 General Remedies of the CDA and Redeveloper.

Subject to the further provisions of this Article VI, in the event of any failure to perform or breach of this Agreement or any of its terms or conditions, by either party hereto or any successor to such party, such party, or successor, shall, upon written notice from the other, proceed immediately to commence such actions as may be reasonably designed to cure or remedy such failure to perform or breach which cure or remedy shall be accomplished within a reasonable time by the diligent pursuit of corrective action. In case such action is not taken, or diligently pursued, or the failure to perform or breach shall not be cured or remedied within a reasonable time, this Agreement shall be in default and the aggrieved party may institute such proceedings as may be necessary or desirable to enforce its rights under this Agreement, including, but not limited to, proceedings to compel specific performance by the party failing to perform or in breach of its obligations; provided that, in view of the additional remedies of the

CDA set out in Section 6.02, the remedy of specific performance by Redeveloper shall not include or be construed to include the covenant to build or construct the Private Improvements or Project.

Section 6.02 Additional Remedies of the CDA.

In the event that:

- (a) Redeveloper, or successor in interest, shall fail to complete the construction of the Project on or before the Project Completion Date, or shall abandon construction work for any period of 120 consecutive days (not including any period covered pursuant to the terms of Section 6.04 below), excepting delays caused by Force Majeure;
- (b) Redeveloper, or successor in interest, shall fail to pay real estate taxes, assessments on the Project Site or any part thereof when due, and such taxes or assessments or payments in lieu of taxes shall not have been paid, or provisions satisfactory to the CDA made for such payment within thirty (30) days following written notice from the CDA;
- (c) There is, in violation of Section 4.05 of this Agreement, transfer of the Project Site or any part thereof, and such failure or action by Redeveloper has not been cured within 30 days following written notice from the CDA,

then Redeveloper shall be in default of this Agreement; and in the event that such failure to perform, breach or default is not cured in the period herein provided, the parties agree that the damages caused to the CDA would be difficult to determine with certainty. To the extent that such failure results in the fact that the CDA is not able to capture the full amount of the anticipated Tax Increment contemplated hereunder, Redeveloper assumes all risk of such shortfall and shall indemnify and hold the CDA and the City harmless from any claim by a third party that it did not receive on a timely basis any and all proceeds anticipated to be received from the TIF Note as a result thereof.

Section 6.03 Remedies in the Event of Other Redeveloper Defaults.

In the event Redeveloper fails to perform any other provisions of this Agreement (other than those specific provisions contained in Section 6.02), and such failure has not been cured within 30 days following written notice from the CDA, then Redeveloper shall be in default. In such an instance, the CDA may seek to enforce the terms of this Agreement or exercise any other remedies that may be provided in this Agreement or by applicable law; provided, however, that the default covered by this Section shall not give rise to a right of rescission or termination of this Agreement.

Section 6.04 Limitation of Liability; Indemnification.

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

(b) Redeveloper agrees to indemnify, defend (at the CDA's and/or the City's option) and hold harmless the CDA, the City, their respective employees, officials, agents, representatives and volunteers from and against any and all liabilities, damages, injuries (including death), property damage (including loss of use), claims, liens, judgments, costs, expenses, suits, actions, or proceedings and reasonable attorney's fees, and actual damages of any kind or nature, arising out of or in connection with any aspect of the acts, omissions, negligence or willful misconduct of Redeveloper, its employees, agents, officers, contractors or

subcontractors, or Redeveloper's performance or failure to perform under the terms and conditions of this Agreement. Such indemnification, hold harmless and defense obligation shall exclude only such liability actions as arise directly out of acts, omissions, or the sole negligence or willful misconduct of the CDA or the City. The indemnification and defense obligations set forth herein shall survive the termination of this Agreement.

ARTICLE VII

MISCELLANEOUS

Section 7.01 Memorandum.

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

Section 7.02 Governing Law.

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

Section 7.03 Binding Effect; Modification.

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

Section 7.04 No Agency or Partnership.

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

Section 7.05 CDA Member Interest.

Pursuant to Neb. Rev. Stat. §18-2106, no member or employee of the CDA has or will voluntarily acquire any interest, direct or indirect, in any redevelopment project or in any property included or planned by the CDA to be included in any such project, or in any contract or proposed contract in connection with any such project.

Section 7.06. Merger.

This Agreement shall not be merged into any other oral or written contract, lease or deed of any type.

Section 7.07. Further Assurances.

At any time, at either party's reasonable request and without further consideration, the other party hereto shall execute and deliver such other instruments and documents, and take such other actions as may be reasonably required in order to more effectively carry out and implement the provisions and purposes of this Agreement.

Section 7.08. Authorized Representative.

In further consideration of the mutual covenants herein contained, the parties hereto expressly agree that for the purpose of notice, including legal service of process, during the term of this Agreement 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:

City of Fremont
Att: City Clerk
400 E Military Ave.
Fremont, NE 68025

Legal Service:

City of Fremont
Att: City Clerk
400 E Military Ave.
Fremont NE, 68025

2) Redeveloper:

Costco Wholesale Corporation
Att: Jonathan Luz
999 Lake Drive
Issaquah, WA 98027

Legal Service:

Costco Wholesale Corporation
Att: Bruce Coffey
999 Lake Drive
Issaquah, WA 98027

Either party may designate additional representatives or substitute representative by giving written notice thereof to the designated representative of the other party.

7.09. Separate Counterparts.

This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

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

[SIGNATURE PAGES FOLLOW]

"CDA"

COMMUNITY DEVELOPMENT AGENCY
OF THE CITY OF
FREMONT, NEBRASKA

ATTEST:

By: _____
Secretary

By: _____
Chairman

STATE OF NEBRASKA)
) ss.
COUNTY OF FREMONT)

The foregoing instrument was acknowledged before me this ___ day of _____, 20__, by _____ and _____, Chairman and Secretary respectively of the Community Development Agency of the City of Fremont, Nebraska, a public body corporate and politic, on behalf of the Agency.

Notary Public

[SIGNATURE PAGE TO REDEVELOPMENT AGREEMENT]

EXHIBIT "A"

DESCRIPTION OF PROJECT SITE

The Project Site is defined as the real estate legally described as:

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

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 17 NORTH, RANGE 8 EAST, DODGE COUNTY, NEBRASKA, THENCE EASTERLY ON AN ASSUMED BEARING OF N87°43'50"E ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF SECTION 26, 1130.95 FEET TO A POINT ON THE APPROXIMATE WESTERLY RAILROAD RIGHT-OF-WAY LINE; THENCE S05°07'33"E ON SAID WESTERLY RAILROAD RIGHT-OF-WAY LINE, 1178.00 FEET TO A POINT INTERSECTING THE NORTHERLY RIGHT-OF-WAY LINE OF HILLS FARM ROAD; THENCE N59°05'58"W ON SAID NORTHERLY RIGHT-OF-WAY LINE; 697.41 FEET; THENCE CONTINUING N86°26'21"W, ON SAID NORTHERLY RIGHT-OF-WAY LINE, 1931.80 FEET; THENCE N02°10'38"W, 1162.85 FEET TO THE NORTHWEST CORNER OF LOT 6, EAST INGLEWOOD SUBDIVISION, A PLATTED AND RECORDED SUBDIVISION IN DODGE COUNTY; THENCE N87°42'03"E ON THE NORTH LINE OF SAID LOT 6, 545.50 FEET TO THE NORTHEAST CORNER OF SAID LOT 6; THENCE N02°06'54"W ON THE EAST LINE OF LOT 5, SAID EAST INGLEWOOD SUBDIVISION, 283.94 FEET TO A POINT ON THE EAST LINE OF LOT 4, SAID EAST INGLEWOOD SUBDIVISION; THENCE N88°10'00"E, 772.03 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE S01°58'55"E ON SAID WEST LINE OF THE NORTHEAST QUARTER, 842.47 FEET TO THE POINT OF BEGINNING.

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

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

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 26;

THENCE NORTHEASTERLY ON THE NORTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER ON AN ASSUMED BEARING OF N87°52'30"E, 33.00 FEET TO THE POINT OF BEGINNING; THENCE S58°58'04"E, 191.84 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF EAST CLOVERLY ROAD; THENCE N88°05'46"E ON SAID SOUTHERLY RIGHT-OF-WAY LINE OF EAST CLOVERLY ROAD, 1425.78 FEET TO A POINT OF CURVATURE; THENCE ON A 1308.22 FOOT RADIUS CURVE TO THE RIGHT ON SAID SOUTHERLY RIGHT-OF-WAY LINE OF EAST CLOVERLY ROAD, AN ARC LENGTH OF 1030.78 FEET (LONG CHORD BEARS S69°21'38"E, 1004.32 FEET); THENCE S46°47'16"E ON SAID SOUTHERLY RIGHT-OF-WAY LINE OF EAST CLOVERLY ROAD, 1238.40 FEET TO A POINT OF CURVATURE; THENCE ON A 260.00 FOOT RADIUS CURVE TO THE LEFT ON SAID SOUTHERLY RIGHT-OF-WAY LINE OF EAST CLOVERLY ROAD, AN ARC LENGTH OF 145.89 FEET (LONG CHORD BEARS S62°49'54"E, 143.98 FEET); THENCE S43°15'11"W, 507.62 FEET; THENCE S02°10'141"E, 149.93 FEET; THENCE S87°49'55"E, 729.97 FEET; THENCE N02°07'45"W, 189.94 FEET; THENCE N02°07'45"W, 256.01 FEET TO A POINT ON THE APPROXIMATE SOUTHWESTERLY RAILROAD RIGHT-OF-WAY LINE; THENCE S46°46'20"E ON SAID SOUTHWESTERLY RAILROAD RIGHT-OF-WAY LINE, 1911.83 FEET TO A POINT ON THE EAST LINE OF SAID WEST HALF OF THE SOUTHEAST QUARTER; THENCE S02°14'28"E ON SAID EAST LINE OF THE WEST HALF, 1107.05 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER; THENCE S02°12'31"E ON THE EAST LINE OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 36, 1356.15 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF HILLS FARM ROAD; THENCE N70°35'17"W ON SAID NORTHERLY RIGHT-OF-WAY LINE OF HILLS FARM ROAD, 1410.04 FEET; THENCE N02°14'36"W, 711.27 FEET; THENCE N71°00'17"W, 375.56 FEET TO A POINT ON THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 25; THENCE CONTINUING N71°00'17"W, 825.89 FEET; THENCE N70°58'58"W, 290.07 FEET; THENCE N62°51'54"W, 488.40 FEET; THENCE S01°12'50"E, 631.29 FEET TO A POINT ON SAID SOUTH LINE OF THE SOUTHWEST QUARTER; THENCE N58°57'36"W ON THE NORTHERLY RIGHT-OF-WAY LINE OF HILLS FARM ROAD, 984.75 FEET TO A POINT INTERSECTING THE NORTHERLY RIGHT-OF-WAY LINE OF HILLS FARM ROAD AND THE WEST RIGHT-OF-WAY LINE OF YAGER ROAD; THENCE N02°09'03"W ON SAID WEST RIGHT-OF-WAY LINE OF YAGER ROAD, 306.92 FEET TO THE NORTHEAST CORNER OF LOT 1R, REPLAT OF BLOCK 1 SOUTH FREMONT; THENCE S87°49'05"W ON THE NORTH LINE OF SAID LOT 1R, 226.99 FEET TO THE NORTHWEST CORNER OF SAID LOT 1R; THENCE S02°11'37"E ON THE WEST LINE OF SAID LOT 1R, 161.11 FEET TO A POINT ON SAID NORTHERLY RIGHT-OF-WAY LINE OF HILLS FARM ROAD; THENCE N59°08'09"W ON SAID NORTHERLY RIGHT-OF-WAY LINE OF HILLS FARM ROAD, 1231.92 FEET TO A POINT INTERSECTING SAID NORTHERLY RIGHT-OF-WAY LINE OF HILLS FARM ROAD AND THE EAST RIGHT-OF-WAY LINE OF SOUTH PLATTE AVENUE; THENCE N02°07'30"W ON SAID EAST RIGHT-OF-

WAY LINE OF SOUTH PLATTE AVENUE, 2604.69 FEET TO THE POINT OF BEGINNING.

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

EXHIBIT "A-1"

DESCRIPTION OF PRIVATE IMPROVEMENTS

The Project undertaken by Redeveloper on the Project Site shall consist of the Private Improvements and the Public Improvements. The Private Improvements to be constructed by Redeveloper on the Project Site consist of an integrated poultry complex which is anticipated to include the following:

1. An approximately 75,000 square foot hatchery;
2. An approximately 250,000 square foot processing facility; and
3. A feed mill which will include several approximately 145 foot silos and a 170 foot mill tower, and associated improvements.

The location, size, and design of the Private Improvements may vary based on the final design of the integrated poultry complex.

EXHIBIT "A-2"

DESCRIPTION OF PUBLIC IMPROVEMENTS

The Project undertaken by Redeveloper on the Project Site shall consist of the Private Improvements and the Public Improvements. The Public Improvements to be constructed are anticipated to include the following:

1. Extension and installation of public utilities, including:
 - a. 3.6 miles of electric service lines (336 ACSR);
 - b. 1.5 miles of 16" ductile water lines;
 - c. 3.2 miles of 10" gas line; and
 - d. 4.5 miles of 16-20" forced wastewater main;
2. Construction of above-ground, covered wastewater treatment lagoons;
3. Construction and improvement of public street infrastructure within the new and existing public rights-of-way; and
4. Grading and site preparation.

The location, size, and design of the Public Improvements may vary based on the final design of the integrated poultry complex.

EXHIBIT "B"

TIF INDEBTEDNESS

1. **Principal Amount.** \$13,500,000.00.

Assumptions:

| | |
|---------------------------|----------|
| Dodge Co. Tax Levy (2015) | 1.973072 |
| Interest Rate | 5.0% |
| TIF period (years) | 14 |

Property Value Assumptions:

| | Assessed Value | Estimated Taxes |
|-------------------|---------------------|--------------------|
| Pre-Project | \$ 2, 223,750 | \$ 43,876 |
| Completed Project | <u>\$71,328,300</u> | <u>\$1,407,369</u> |
| Difference | <u>\$69,105,050</u> | <u>\$1,363,492</u> |

TIF Calculations:

| | |
|------------------------|---------------------|
| Annual TIF Amount | \$1,363,500 |
| TIF Loan Amount | \$13,500,000 |

2. **Anticipated Tax Increment:** Approximately \$1,363,500 annually.
3. **Maturity Date.** On or before 15 years following the Effective Date of Division.

EXHIBIT "C"
TIF NOTE
(See Attached)

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

Registered

Registered

No. 1

\$ _____

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

COMMUNITY REDEVELOPMENT REVENUE NOTE
 (PROJECT NO. 1, COSTCO POULTRY COMPLEX PROJECT)
 SERIES 20__A

| Maturity Date | Interest Rate | Original Issuance Date |
|---------------|---------------|------------------------|
| _____ | 5.0% | _____, 20__ |

| Registered Holder | Principal Amount |
|-------------------|------------------|
| _____ | \$ _____ |

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

This Note is designated The Community Development Agency of the City of Fremont, Nebraska Redevelopment Revenue Note (Project No. 1, Costco Poultry Complex), Series

20__A, aggregating _____ and 00/100 Dollars (\$_____.00) (the "Note") in principal amount which has been issued pursuant to the Section 12 of Article VIII of the Nebraska Constitution and Neb. Rev. Stat. §§ 18-2101 through 18-2154, as amended and supplemented (the "Act") and under and pursuant to a Resolution adopted by the Governing Body of the Issuer (the "Resolution"), to aid in the financing of a redevelopment project pursuant to the Act. This Note does not represent a debt or pledge of the faith or credit of the Issuer or grant to the Registered Holder of this Note any right to have the Issuer levy any taxes or appropriate any funds for the payment of the principal hereof or the interest hereon nor is this Note a general obligation of the Issuer, or the individual officials, officers or agents thereof. This Note is payable solely and only out of the Tax Increment Revenues generated by the Project as identified in the Resolution. All such revenue has been duly pledged for that purpose. If the Project does not generate sufficient Tax Increment Revenues or the Issuer does not receive sufficient Tax Increment Revenues to pay the Note in full, then the Issuer shall only pay the net amount received in Tax Increment Revenues from the Project as full payment of this Note.

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

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

It is hereby certified and recited and the Issuer has found: that the Project is an eligible "redevelopment project" as defined in the Act; that the issuance of this Note and the construction of the Project will promote the public welfare and carry out the purposes of the Act by, among other things, contributing to the development of a blighted and substandard area of the City of Fremont, Nebraska, pursuant to a Redevelopment Plan adopted by the City; that all acts, conditions and things required to be done precedent to and in the issuance of this Note have been properly done, have happened and have been performed in regular and due time, form and manner as required by law; and, that this Note does not constitute a debt of the Issuer within the meaning of any constitutional or statutory limitations.

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

receiving payment of, or on account of, the principal hereof and premium, if any, and interest due hereon and for all other purposes.

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

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

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

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

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

[SIGNATURE PAGE TO FOLLOW]

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

THE COMMUNITY DEVELOPMENT
AGENCY OF THE CITY OF FREMONT,
NEBRASKA

ATTEST:

Secretary

By: _____
Chairman

CERTIFICATE OF AUTHENTICATION

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

Fremont City Treasurer,
as Paying Agent and Registrar

By: _____
Authorized Signature

EXHIBIT "D"

PROJECTED TIF SOURCES AND USES

1. PROJECTED TIF SOURCES

| | | |
|---------------------|---------------------------|----------|
| Assumptions: | Dodge Co. Tax Levy (2015) | 1.973072 |
| | Interest Rate | 5.0% |
| | TIF period (years) | 14 |

| | | |
|------------------------------------|-------------------|--------------------|
| Property Value Assumptions: | Assessed Value | Estimated Taxes |
| | Pre-Project | \$ 43,876 |
| | Completed Project | <u>\$1,407,369</u> |
| | Difference | \$1,363,492 |

| | | |
|--------------------------|------------------------|---------------------|
| TIF Calculations: | Annual TIF Amount | \$ 1,363,500 |
| | TIF Loan Amount | \$13,500,000 |

2. PROJECTED TIF USES¹

| | Project Costs² |
|-----------------------------------|----------------------------------|
| A. City Fees: | |
| 1. Administrative Fee (1%) | \$135,000 |
| 2. Soft Costs (5%) | \$675,000 |
| B. Utility Extension ³ | \$4,000,000 |
| C. Water Treatment Lagoons | \$5,000,000 |
| D. Public Street Infrastructure | \$3,500,000 |
| E. Grading and Site Preparation | \$5,000,000 |
| F. Site Acquisition | <u>\$8,280,000</u> |
| Total: | \$26,590,000 |

*Eligible TIF Uses are projected to be approximately \$24,590,000, but the TIF Revenue Projection is limited to \$13,500,000 which is the sum generated by the projected incremental revenue. The Redeveloper shall only be obligated to certify construction costs up to the amount of the TIF indebtedness.

¹ TIF proceeds are to be spent in the same priority order shown here until exhausted.

² All costs are estimates and are subject to adjustment upon receipt of construction bids and final confirmation upon construction completion.

³ Subject to the Economic Development Incentive provided for in Section 5.01(c).

EXHIBIT "E"

CERTIFICATE OF COMPLETION

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

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

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 17 NORTH, RANGE 8 EAST, DODGE COUNTY, NEBRASKA, THENCE EASTERLY ON AN ASSUMED BEARING OF N87°43'50"E ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF SECTION 26, 1130.95 FEET TO A POINT ON THE APPROXIMATE WESTERLY RAILROAD RIGHT-OF-WAY LINE; THENCE S05°07'33"E ON SAID WESTERLY RAILROAD RIGHT-OF-WAY LINE, 1178.00 FEET TO A POINT INTERSECTING THE NORTHERLY RIGHT-OF-WAY LINE OF HILLS FARM ROAD; THENCE N59°05'58"W ON SAID NORTHERLY RIGHT-OF-WAY LINE; 697.41 FEET; THENCE CONTINUING N86°26'21"W, ON SAID NORTHERLY RIGHT-OF-WAY LINE, 1931.80 FEET; THENCE N02°10'38"W, 1162.85 FEET TO THE NORTHWEST CORNER OF LOT 6, EAST INGLEWOOD SUBDIVISION, A PLATTED AND RECORDED SUBDIVISION IN DODGE COUNTY; THENCE N87°42'03"E ON THE NORTH LINE OF SAID LOT 6, 545.50 FEET TO THE NORTHEAST CORNER OF SAID LOT 6; THENCE N02°06'54"W ON THE EAST LINE OF LOT 5, SAID EAST INGLEWOOD SUBDIVISION, 283.94 FEET TO A POINT ON THE EAST LINE OF LOT 4, SAID EAST INGLEWOOD SUBDIVISION; THENCE N88°10'00"E, 772.03 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE S01°58'55"E ON SAID WEST LINE OF THE NORTHEAST QUARTER, 842.47 FEET TO THE POINT OF BEGINNING.

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

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

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

SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER; THENCE S02°12'31"E ON THE EAST LINE OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 36, 1356.15 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF HILLS FARM ROAD; THENCE N70°35'17"W ON SAID NORTHERLY RIGHT-OF-WAY LINE OF HILLS FARM ROAD, 1410.04 FEET; THENCE N02°14'36"W, 711.27 FEET; THENCE N71°00'17"W, 375.56 FEET TO A POINT ON THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 25; THENCE CONTINUING N71°00'17"W, 825.89 FEET; THENCE N70°58'58"W, 290.07 FEET; THENCE N62°51'54"W, 488.40 FEET; THENCE S01°12'50"E, 631.29 FEET TO A POINT ON SAID SOUTH LINE OF THE SOUTHWEST QUARTER; THENCE N58°57'36"W ON THE NORTHERLY RIGHT-OF-WAY LINE OF HILLS FARM ROAD, 984.75 FEET TO A POINT INTERSECTING THE NORTHERLY RIGHT-OF-WAY LINE OF HILLS FARM ROAD AND THE WEST RIGHT-OF-WAY LINE OF YAGER ROAD; THENCE N02°09'03"W ON SAID WEST RIGHT-OF-WAY LINE OF YAGER ROAD, 306.92 FEET TO THE NORTHEAST CORNER OF LOT 1R, REPLAT OF BLOCK 1 SOUTH FREMONT; THENCE S87°49'05"W ON THE NORTH LINE OF SAID LOT 1R, 226.99 FEET TO THE NORTHWEST CORNER OF SAID LOT 1R; THENCE S02°11'37"E ON THE WEST LINE OF SAID LOT 1R, 161.11 FEET TO A POINT ON SAID NORTHERLY RIGHT-OF-WAY LINE OF HILLS FARM ROAD; THENCE N59°08'09"W ON SAID NORTHERLY RIGHT-OF-WAY LINE OF HILLS FARM ROAD, 1231.92 FEET TO A POINT INTERSECTING SAID NORTHERLY RIGHT-OF-WAY LINE OF HILLS FARM ROAD AND THE EAST RIGHT-OF-WAY LINE OF SOUTH PLATTE AVENUE; THENCE N02°07'30"W ON SAID EAST RIGHT-OF-WAY LINE OF SOUTH PLATTE AVENUE, 2604.69 FEET TO THE POINT OF BEGINNING.

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

("Redeveloper Property"), all the improvements required to be constructed upon the above-described Redeveloper Property have been satisfactorily completed in accordance with the requirements of the REDEVELOPMENT AGREEMENT (Project No. 1, Costco Poultry Complex Project) by and between the Community Development Agency of the City of Fremont, Nebraska, a municipal corporation in the State of Nebraska, and Costco Wholesale Corporation, a

Washington corporation, and its successors and assigns (“Redeveloper”), said Agreement dated as of _____ and a Memorandum of which is recorded as Instrument No. _____, in the office of the Register of Deeds for Dodge County, Nebraska.

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

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the CDA and Redeveloper have executed this instrument this _____ day of _____, 20__.

“CDA”

COMMUNITY DEVELOPMENT AGENCY
OF THE CITY OF FREMONT, NEBRASKA

_____, Chairperson

STATE OF NEBRASKA)
) ss.
COUNTY OF DODGE)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, Chairperson of the Community Development Agency of the City of Fremont, Nebraska, on behalf of the Agency.

Notary Public

EXHIBIT "F"

MEMORANDUM OF REDEVELOPMENT AGREEMENT
(PROJECT NO. 1, COSTCO POULTRY COMPLEX)

This Memorandum of Redevelopment Agreement ("Memorandum") is made this ___ day of _____, 20__ by and between the Community Development Agency of the City of Fremont, Nebraska ("CDA") and Costco Wholesale Corporation, a Washington corporation ("Redeveloper").

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

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

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 17 NORTH, RANGE 8 EAST, DODGE COUNTY, NEBRASKA, THENCE EASTERLY ON AN ASSUMED BEARING OF N87°43'50"E ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF SECTION 26, 1130.95 FEET TO A POINT ON THE APPROXIMATE WESTERLY RAILROAD RIGHT-OF-WAY LINE; THENCE S05°07'33"E ON SAID WESTERLY RAILROAD RIGHT-OF-WAY LINE, 1178.00 FEET TO A POINT INTERSECTING THE NORTHERLY RIGHT-OF-WAY LINE OF HILLS FARM ROAD; THENCE N59°05'58"W ON SAID NORTHERLY RIGHT-OF-WAY LINE; 697.41 FEET; THENCE CONTINUING N86°26'21"W, ON SAID NORTHERLY RIGHT-OF-WAY LINE, 1931.80 FEET; THENCE N02°10'38"W, 1162.85 FEET TO THE NORTHWEST CORNER OF LOT 6, EAST INGLEWOOD SUBDIVISION, A PLATTED AND RECORDED SUBDIVISION IN DODGE COUNTY; THENCE N87°42'03"E ON THE NORTH LINE OF SAID LOT 6, 545.50 FEET TO THE NORTHEAST CORNER OF SAID LOT 6; THENCE N02°06'54"W ON THE EAST LINE OF LOT 5, SAID EAST INGLEWOOD SUBDIVISION, 283.94 FEET TO A POINT ON THE EAST LINE OF LOT 4, SAID EAST INGLEWOOD SUBDIVISION; THENCE N88°10'00"E, 772.03 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE S01°58'55"E ON SAID WEST LINE OF THE NORTHEAST QUARTER, 842.47 FEET TO THE POINT OF BEGINNING.

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

A TRACT OF LAND TO BE ANNEXED INTO THE CITY OF FREMONT, LOCATED IN PART OF SOUTHEAST QUARTER OF THE NORTHEAST QUARTER, AND PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 26, AND PART OF THE SOUTH HALF OF THE NORTHWEST QUARTER AND PART OF THE SOUTHWEST QUARTER AND PART OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 25, AND PART OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 17 NORTH, RANGE 8 EAST

OF THE 6TH P.M., DODGE COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 26; THENCE NORTHEASTERLY ON THE NORTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER ON AN ASSUMED BEARING OF N87°52'30"E, 33.00 FEET TO THE POINT OF BEGINNING; THENCE S58°58'04"E, 191.84 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF EAST CLOVERLY ROAD; THENCE N88°05'46"E ON SAID SOUTHERLY RIGHT-OF-WAY LINE OF EAST CLOVERLY ROAD, 1425.78 FEET TO A POINT OF CURVATURE; THENCE ON A 1308.22 FOOT RADIUS CURVE TO THE RIGHT ON SAID SOUTHERLY RIGHT-OF-WAY LINE OF EAST CLOVERLY ROAD, AN ARC LENGTH OF 1030.78 FEET (LONG CHORD BEARS S69°21'38"E, 1004.32 FEET); THENCE S46°47'16"E ON SAID SOUTHERLY RIGHT-OF-WAY LINE OF EAST CLOVERLY ROAD, 1238.40 FEET TO A POINT OF CURVATURE; THENCE ON A 260.00 FOOT RADIUS CURVE TO THE LEFT ON SAID SOUTHERLY RIGHT-OF-WAY LINE OF EAST CLOVERLY ROAD, AN ARC LENGTH OF 145.89 FEET (LONG CHORD BEARS S62°49'54"E, 143.98 FEET); THENCE S43°15'11"W, 507.62 FEET; THENCE S02°10'141"E, 149.93 FEET; THENCE S87°49'55"E, 729.97 FEET; THENCE N02°07'45"W, 189.94 FEET; THENCE N02°07'45"W, 256.01 FEET TO A POINT ON THE APPROXIMATE SOUTHWESTERLY RAILROAD RIGHT-OF-WAY LINE; THENCE S46°46'20"E ON SAID SOUTHWESTERLY RAILROAD RIGHT-OF-WAY LINE, 1911.83 FEET TO A POINT ON THE EAST LINE OF SAID WEST HALF OF THE SOUTHEAST QUARTER; THENCE S02°14'28"E ON SAID EAST LINE OF THE WEST HALF, 1107.05 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER; THENCE S02°12'31"E ON THE EAST LINE OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 36, 1356.15 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF HILLS FARM ROAD; THENCE N70°35'17"W ON SAID NORTHERLY RIGHT-OF-WAY LINE OF HILLS FARM ROAD, 1410.04 FEET; THENCE N02°14'36"W, 711.27 FEET; THENCE N71°00'17"W, 375.56 FEET TO A POINT ON THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 25; THENCE CONTINUING N71°00'17"W, 825.89 FEET; THENCE N70°58'58"W, 290.07 FEET; THENCE N62°51'54"W, 488.40 FEET; THENCE S01°12'50"E, 631.29 FEET TO A POINT ON SAID SOUTH LINE OF THE SOUTHWEST QUARTER; THENCE N58°57'36"W ON THE NORTHERLY RIGHT-OF-WAY LINE OF HILLS FARM ROAD, 984.75 FEET TO A POINT INTERSECTING THE NORTHERLY RIGHT-OF-WAY LINE OF HILLS FARM ROAD AND THE WEST RIGHT-OF-WAY LINE OF YAGER ROAD; THENCE N02°09'03"W ON SAID WEST RIGHT-OF-WAY LINE OF YAGER ROAD, 306.92 FEET TO THE NORTHEAST CORNER OF LOT 1R, REPLAT OF BLOCK 1 SOUTH FREMONT; THENCE S87°49'05"W ON THE NORTH LINE OF SAID LOT 1R, 226.99 FEET TO THE NORTHWEST CORNER OF SAID LOT 1R; THENCE S02°11'37"E ON THE WEST LINE OF SAID LOT 1R, 161.11 FEET TO A POINT ON SAID NORTHERLY RIGHT-OF-WAY LINE OF HILLS FARM ROAD; THENCE N59°08'09"W ON SAID NORTHERLY RIGHT-OF-WAY LINE OF HILLS FARM ROAD, 1231.92 FEET TO A POINT INTERSECTING SAID NORTHERLY RIGHT-OF-WAY LINE OF HILLS FARM ROAD AND THE EAST RIGHT-OF-WAY LINE OF SOUTH PLATTE AVENUE; THENCE N02°07'30"W ON SAID EAST RIGHT-OF-WAY LINE OF SOUTH PLATTE AVENUE, 2604.69 FEET TO THE POINT OF BEGINNING.

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

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

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

[SIGNATURE PAGES TO FOLLOW]

“CDA”

COMMUNITY DEVELOPMENT AGENCY
OF THE CITY OF FREMONT, NEBRASKA

_____, Chairperson

STATE OF NEBRASKA)
) ss.
COUNTY OF DODGE)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, Chairperson of the Community Development Agency of the City of Fremont, Nebraska, on behalf of the Agency.

Notary Public

Staff Report

TO: Mayor and City Council
FROM: Troy Anderson, Director of Planning
DATE: July 22, 2016
SUBJECT: Zoning Change – 1804 Old Hwy 8

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

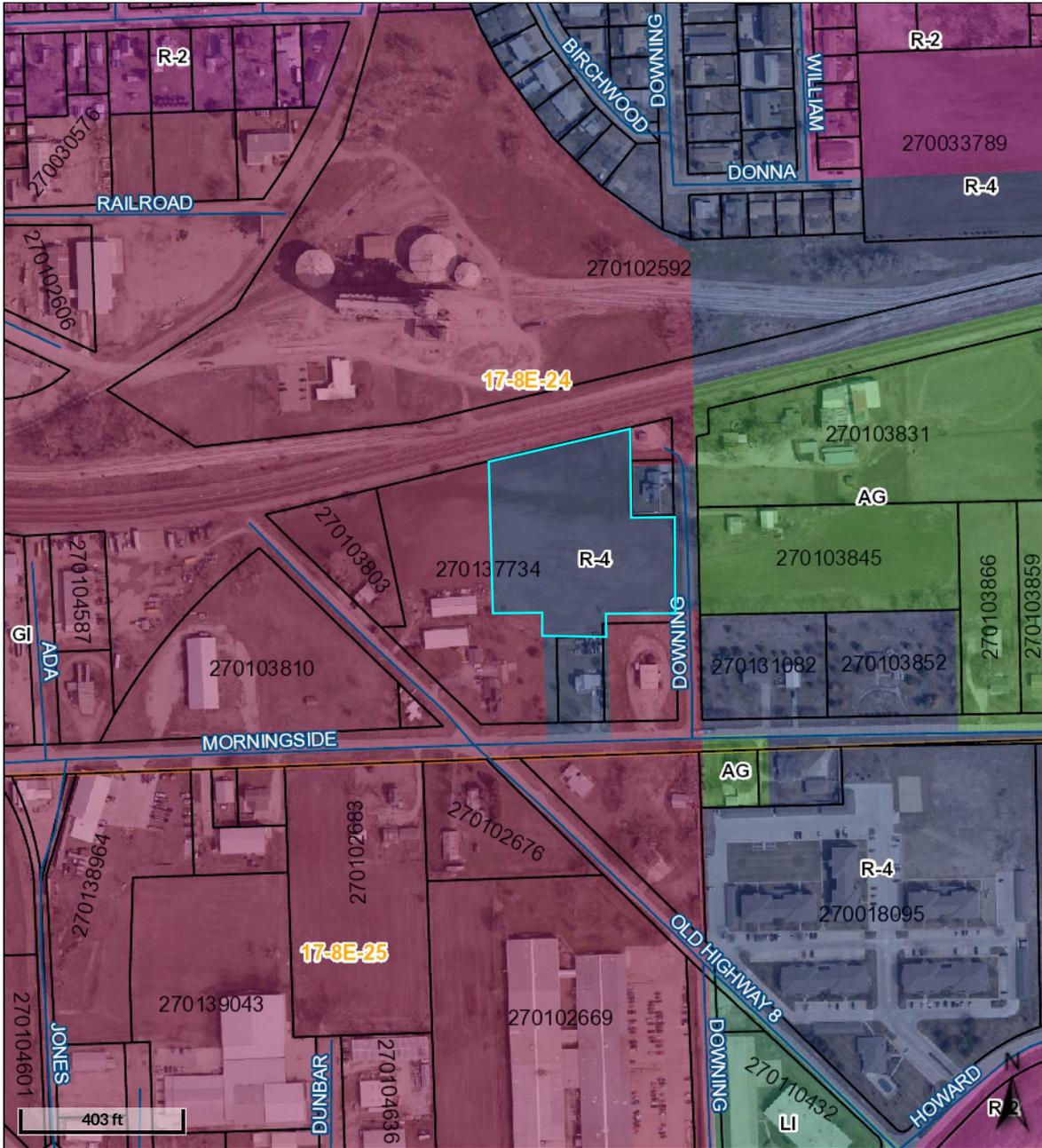
Background: The owner of approximately 4.2 acres located at 1804 Old Highway 8, MBEE, LLC, is requesting approval of a zoning change from R-4 High Density Residential to LI Limited Industrial. The reason for the request is to expand industrial use of the property.

The subject property is located on the northeast corner of Old Hwy 8 and Morningside Rd. Property to the north, opposite the Union Pacific Railroad are zoned GI General Industrial, consist of an office, feed handling and mixing, industrial shells, and light commercial utility buildings, and is listed as commercial; properties to the east are zoned GI General Industrial, R-4 High-Density Residential, AG Agricultural (opposite Downing St.), and GI General Industrial, respectively, consist of two residences, a farm utility building, and a storage warehouse, and is listed as residential, residential, and commercial, respectively; property to the south is zoned R-4 High-Density Residential, consists of a residence, and is listed as residential; and property to the west is zoned GI General Industrial, consists of a residence, and is listed as residential. The subject property currently consists of a residence, and farm utility buildings, and is listed as residential.

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

By a vote of 6-0, with Commission Member Sawyer recusing himself, the Planning Commission recommended approval of the Zoning Change at its regularly scheduled meeting July 18, 2016.

Fiscal Impact: N/A



Overview



Legend

Highways

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

Parcels

Sections

Airport

Streets

Zoning

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

Date created: 4/15/2016



Developed by
The Schneider Corporation

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 1804 OLD HIGHWAY 8, FROM R-4 HIGH DENSITY RESIDENTIAL TO LI LIMITED INDUSTRIAL; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, the City has determined that the subject property is zoned R-4 High Density Residential; and

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

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

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

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

SECTION I. ZONING. That paragraph "b" of Article 406 of Ordinance No. 3939 as it pertains to the Official Zoning Map is changed to rezone the following described real estate, from R-4 High Density Residential to LI Limited Industrial:

A PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER AND PART OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 17 NORTH, RANGE 8 EAST OF THE 6TH P.M., DODGE COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF LOT 7, IOWA RAILROAD COMPANY SUBDIVISION; THENCE SOUTH ALONG THE EAST LINE THEREOF 210 FEET TO THE POINT OF BEGINNING; THENCE S00°16'16"E A DISTANCE OF 247.69 FEET TO THE SOUTHEAST CORNER OF SAID LOT 7; THENCE N90°00'00"W A DISTANCE OF 174.89 FEET ALONG THE SOUTH LINE OF SAID LOT 7; THENCE S00°16'16"E A DISTANCE OF 78.38 FEET; THENCE N88°52'40"W A DISTANCE OF 221.93 FEET TO A POINT ALONG THE WEST LINE OF LOT 10, IOWA RAILROAD COMPANY SUBDIVISION; THENCE NORTH ALONG WEST LINE OF SAID LOT 10 TO THE SOUTHEAST CORNER OF LOT 8, IOWA RAILROAD COMPANY SUBDIVISION; THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 8 TO A POINT 450 FEET WEST OF THE EAST LINE OF SAID LOT 7; THENCE N00°16'16"W TO THE NORTH LINE OF SAID LOT 8; THENCE N78°32'35"E ALONG THE

NORTH LINE OF SAID LOT 8 TO THE NORTHWEST CORNER OF SAID LOT 7; THENCE CONTINUING N78°32'35"E ALONG THE NORTH LINE OF SAID LOT 7 TO A POINT, SAID POINT BEING 101.94 FEET FROM THE NORTHEAST CORNER OF SAID LOT 7; THENCE S00°16'16"E A DISTANCE OF 189.75 FEET; THENCE N90°00'00"E A DISTANCE OF 100 FEET TO THE POINT OF BEGINNING.

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

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

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

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

Scott Getzschman, Mayor

ATTEST:

Tyler Ficken, City Clerk

Staff Report

TO: Mayor and City Council
FROM: Troy Anderson, Director of Planning
DATE: July 22, 2016
SUBJECT: Conditional Use Permit – 1804 Old Hwy 8

Recommendation: 1) open the public hearing, 2) receive testimony, 3) close the public hearing, and 4) move to approve the resolution.

Background: The agent for the owner of approximately 8.4 acres located at 1804 Old Highway 8, MBEE, LLC, is requesting approval of a Conditional Use Permit for Recycling Center. The reason for the request is to gain the necessary approvals to further development plans for the subject property.

The subject property is located on the northeast corner of Old Hwy 8 and Morningside Rd. Property to the north, opposite the Union Pacific Railroad are zoned GI General Industrial, consist of an office, feed handling and mixing, industrial shells, and light commercial utility buildings, and is listed as commercial; properties to the east are zoned GI General Industrial, R-4 High-Density Residential, AG Agricultural (opposite Downing St.), and GI General Industrial, respectively, consist of two residences, a farm utility building, and a storage warehouse, and is listed as residential, residential, and commercial, respectively; property to the south is zoned R-4 High-Density Residential, consists of a residence, and is listed as residential; and property to the west is zoned GI General Industrial, consists of a residence, and is listed as residential. The subject property currently consists of a residence, and farm utility buildings, and is listed as residential.

The applicant proposes construction of an eighteen thousand (18,000) square foot facility for the purposes of recycling collection and processing, along with all associated landscaping, screening and off-street parking standards.

According to subsection 1203.e., FZO, "The Planning Commission and City Council shall review and act upon the application based on the criteria established in Table 12-1 and conformance with applicable regulations in these Zoning Regulations." Table 12-1 has been included in Staff's Report for your convenience.

Subsection 1203.f., FZO, continues to read, "1. The City Council may, at its discretion, apply a Conditional Use Permit to a specific owner or applicant. The City Council may establish special site development or operational regulations as a condition for approval of a Conditional Use

Permit. 2. The City Council shall not grant a Special Use Permit for any home occupation/home-based business which is otherwise prohibited under Section 611 of these Regulations.”

By a vote of 5-0, with Commission Member Sawyer recusing himself and Commission Member Gifford abstaining, the Planning Commission recommended approval of the Conditional Use Permit at its regularly scheduled meeting July 18, 2016.

Fiscal Impact: N/A

ADMINISTRATION AND PROCEDURES

Table 12-1: Criteria For Site Plan Review And Conditional Use Permits

| Land Use Compatibility | CRITERIA | APPLIES TO | |
|-------------------------------------|---|---------------------|---------------------------|
| | | Site Plan Review | Conditional Use Permit |
| Development Density | Site area per unit or floor area ratio should be similar to surrounding uses if not separated by major natural or artificial features. | | X |
| Height and Scale | | | |
| Height and Bulk | Development should minimize differences in height and building size from surrounding structures. Differences should be justified by urban design considerations. | X | X |
| Setbacks | Development should respect pre-existing setbacks in surrounding area. Variations should be justified by site or operating characteristics. | X | X |
| Building Coverage | Building coverage should be similar to that of surrounding development of possible. higher coverage should be mitigated by landscaping or site amenities. | X | X |
| Site Development | | | |
| Frontage | Project frontage along a street should be similar to lot width. | X | X |
| Parking and Internal Circulation | Parking should serve all structures with minimal conflicts between pedestrians and vehicles. | X | X |
| | All structures must be accessible to public safety vehicles. | X | X |
| Landscaping | Development must have access to adjacent public streets and ways. Internal circulation should minimize conflicts and congestion at public access points. | | |
| | Landscaping should be integral to the development, providing street landscaping, breaks in uninterrupted paved areas, and buffering where required by surrounding land uses. Parts of site with sensitive environmental features or natural drainageways should be preserved. | X | X |
| Building Design | Architectural design and building materials should be compatible with surrounding areas or highly visible locations | | X |
| Operating Characteristics | | | |
| Traffic Capacity | Project should not obstruct traffic on adjacent streets. Compensating improvements will be required to mitigate impact on street system operations. | X | X |
| External Traffic Effects | Project design should direct non-residential traffic away from residential areas. | X | X |
| Operating Hours | Projects with long operating hours must minimize effects on surrounding residential areas. | X | X |

ADMINISTRATION AND PROCEDURES

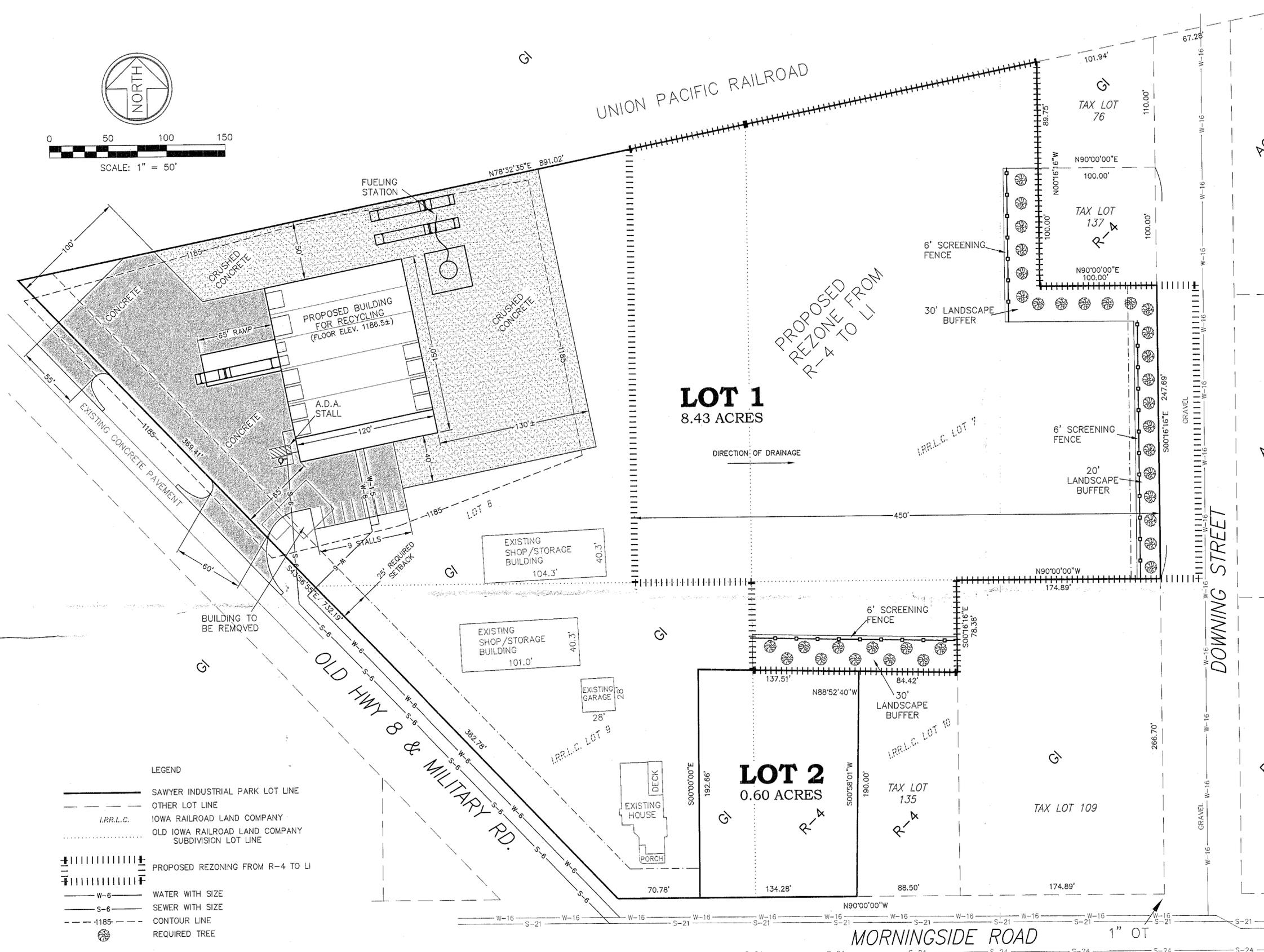
Table 12-1: Criteria For Site Plan Review And Special Use Permits

| Operating Characteristics | CRITERIA | APPLIES TO | |
|------------------------------|--|---------------------|---------------------------|
| | | Site Plan Review | Conditional Use Permit |
| Outside Storage | Outside storage areas must be screened from surrounding streets and less intensive land uses. | X | X |
| <hr/> | | | |
| Public Facilities | | | |
| Sanitary Waste Disposal | Developments within 500 feet of a public sanitary sewer must connect to sewer system. Individual disposal systems, if permitted, shall not adversely affect public health, safety, or welfare. | X | X |
| Storm Water Management | Sanitary sewer must have adequate capacity to serve development. | X | X |
| | Development should handle storm water adequately to prevent overloading of public storm water management system. | X | X |
| | Development should not inhibit development of other properties. | X | X |
| Utilities | Development should not increase probability of erosion, flooding, landslides, or other run-off related effects. | X | X |
| | Project must be served by utilities. | X | X |
| | Rural estate subdivisions should be located in designated areas which can accommodate utility and infrastructure installation consistent with the need to protect the environment and public health. | X | X |
| <hr/> | | | |
| Comprehensive Plan | Projects should be consistent with the City of Fremont's Comprehensive Development Plan. | | X |

PROPOSED RECYCLING CENTER



0 50 100 150
SCALE: 1" = 50'



LEGEND

- SAWYER INDUSTRIAL PARK LOT LINE
- OTHER LOT LINE
- I.R.R.L.C. IOWA RAILROAD LAND COMPANY
- OLD IOWA RAILROAD LAND COMPANY SUBDIVISION LOT LINE
- PROPOSED REZONING FROM R-4 TO LI
- WATER WITH SIZE
- SEWER WITH SIZE
- CONTOUR LINE
- REQUIRED TREE

NOT FOR CONSTRUCTION

NOTE: UTILITY LOCATIONS ARE INCOMPLETE AND APPROXIMATE AND MAY NOT BE RELIED ON FOR CONSTRUCTION. NOTIFY DIGGERS HOTLINE (1-800-331-5666) 24 HOURS PRIOR TO ANY CONSTRUCTION. DODD ENGINEERING & SURVEYING IS NOT RESPONSIBLE FOR ANY DAMAGE TO ANY UNDERGROUND UTILITY OR STRUCTURE.



Dodd Engineering & Surveying
Stephen W. Dodd P.E. & L.S.
Ph. 402-727-9067
402 North D, P.O. Box 1855
Fremont, NE 68026-1855
email: Steve@doddengineering.net

PRELIMINARY SITE PLAN FOR CONDITIONAL USE PERMIT

OWNER: MBEE, LLC, 220 WEST CLOVERLY ROAD, FREMONT, NE. 68025
LEGAL DESCRIPTION: LOT 1, SAWYER INDUSTRIAL PARK, DODGE COUNTY, NEBRASKA
PROPERTY ADDRESS: 1804 OLD HIGHWAY 8, FREMONT, NE. 68025

RC BUILDING

GENERAL NOTES:

- THESE DRAWINGS, AND COPIES THEREOF, ARE LEGAL INSTRUMENTS OF SERVICE FOR USE OF THE OWNER ONLY.
- ANY DEVIATIONS FROM THE CONTRACT DOCUMENTS, WHICH ARE NECESSITATED BY FIELD CONDITIONS, SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT IMMEDIATELY.
- ALL WORK DONE SHALL CONFORM TO THE APPLICABLE EDITION OF THE INTERNATIONAL BUILDING CODE AND THE STATE AND LOCAL BUILDING CODES.
- EACH TRADE SHALL BE HELD RESPONSIBLE FOR KNOWLEDGE OF THE GENERAL NOTES INCLUDED THROUGHOUT THE CONTRACT DOCUMENTS AND THE APPLICABLE BUILDING CODES.
- CONTRACTOR IS RESPONSIBLE TO VERIFY ALL FIELD CONDITIONS PRIOR TO BIDDING. CONTRACTOR ACKNOWLEDGES REVIEW OF CONDITIONS AND INTENT OF ALL CONSTRUCTION DOCUMENTS UPON SUBMITTING BID.
- ALL COLORS AND FINISH MATERIALS SHALL BE SELECTED BY THE OWNER AND/OR HIS AGENT.
- NOTED DIMENSIONS TAKE PRECEDENCE OVER SCALED DIMENSIONS.
- ALL DIMENSIONS ARE TO FACE OF STUD, CENTERLINE OF COLUMN UNLESS NOTED OTHERWISE.
- ALL WOOD IN CONTACT WITH CONCRETE OR MASONRY SHALL BE TREATED.

GOVERNING CODES:

- 2012 INTERNATIONAL BUILDING CODE
- 2009 INTERNATIONAL ENERGY CONSERVATION CODE
- 2012 UNIFORM PLUMBING CODE
- 2012 UNIFORM MECHANICAL CODE
- 2014 NATIONAL ELECTRICAL CODE
- 2012 INTERNATIONAL FUEL GAS CODE
- 2012 NFPA 54
- 2000 LIFE SAFETY 101
- 2010 ADA STANDARDS

* THIS IS A GENERAL LIST OF GOVERNING CODES. IT IS THE RESPONSIBILITY OF EACH CONTRACTOR TO VERIFY THAT ALL GOVERNING CODES ARE BEING MET.

BUILDING / CODE NOTES:

CONST. TYPE: V-B
 STORIES: 1
 BUILDING HEIGHT: 25'-0"
 FIRE SPRINKLERS: YES - FULLY SPRINKLED
 FIRE ALARMS: NO
 OCCUPANCY: S-1

GROSS BUILDING AREA: 18,000 S.F.

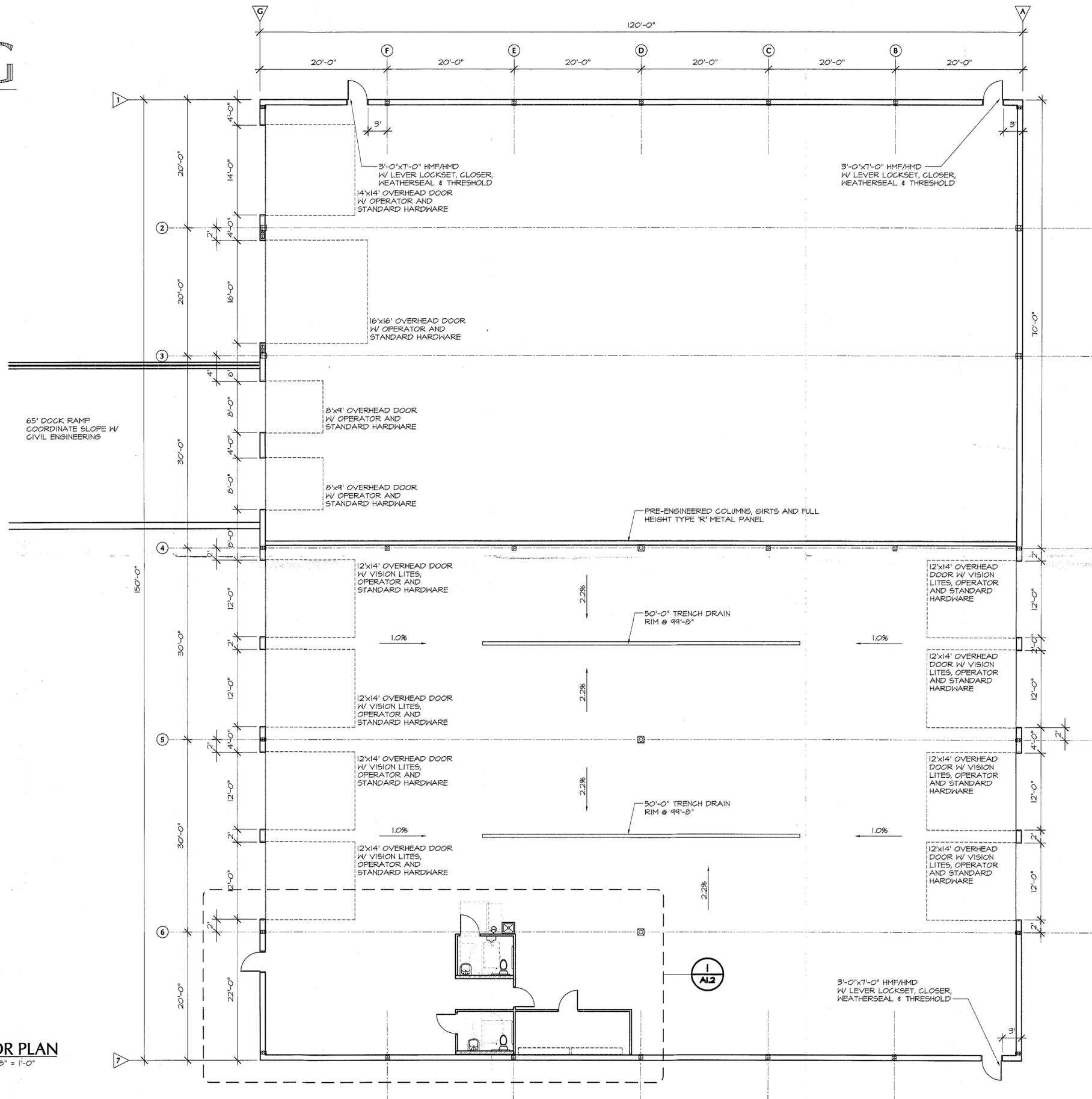
ALLOWABLE AREA MODIFICATIONS:

At = TABULATED ALLOWABLE AREAS PER I.B.C. TABLE 503
 Aa = ALLOWABLE AREA PER FLOOR
 If = INCREASE DUE TO FRONTAGE
 Is = INCREASE DUE TO SPRINKLERS
 F = PERIMETER FRONTING PUBLIC WAY OR OPEN SPACE
 P = PERIMETER OF BUILDING
 W = WIDTH OF PUBLIC WAY OR OPEN SPACE PER 506.2.1

At = 9,000 S.F.
 Is = 3
 Aa = [At + [At x If] + [At x Is]]
 Aa = [9,000 + [9,000x3] = 36,000 S.F.

| DRAWING LIST | |
|--------------|--|
| SHEET | DRAWINGS |
| A1.1 | NOTES / FLOOR PLAN |
| A1.2 | ENLARGED FLOOR PLAN / RCP PLAN |
| A2.1 | BUILDING ELEVATIONS |
| S1.1 | STRUCTURAL NOTES / SCHEDULES / DETAILS |
| S1.2 | FOUNDATION PLAN |
| M1.1 | MECHANICAL & HVAC FLOOR PLANS |
| M2.1 | MECHANICAL & HVAC SPECS / DETAILS |
| M2.2 | MECHANICAL & HVAC SCHEDULES |
| E1.1 | ELECTRICAL PLAN / LIGHTING PLAN |

FLOOR PLAN
 SCALE: 1/8" = 1'-0"

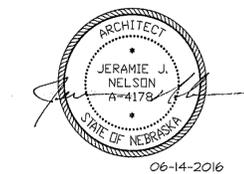


AI
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Innovations
 PO BOX 6425
 LINCOLN, NEBRASKA 68506
 PHONE: (402) 461-4929
 FAX: (402) 421-7118

REVISIONS

DATE

NO.



RC BUILDING
OLD HIGHWAY 8 &
MORNINGSIDE RD
FREMONT, NEBRASKA

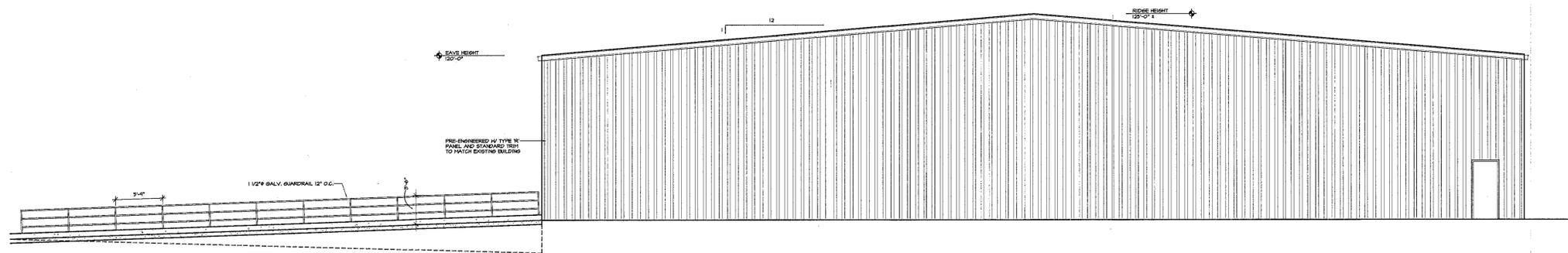
FLOOR PLAN

Project: 16-04010

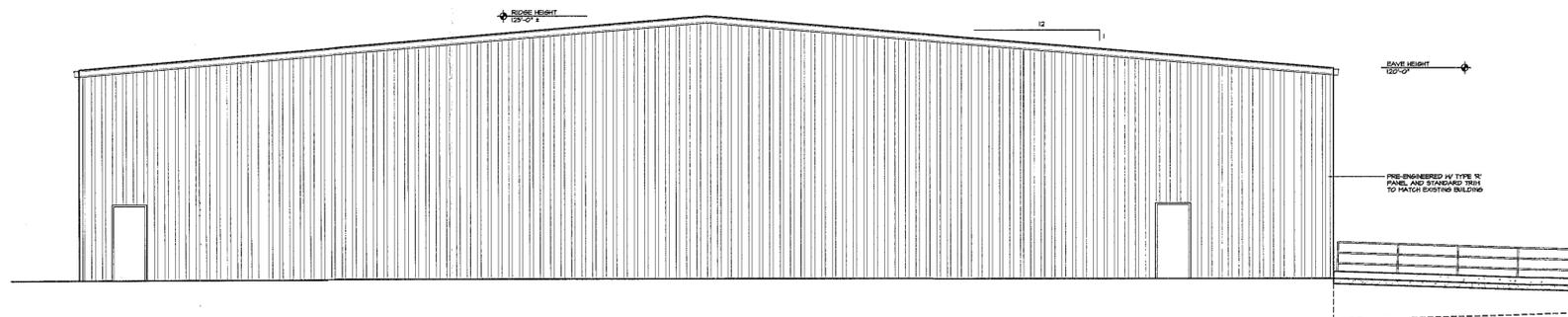
Date: 15 MAY 2016

Revision Date:

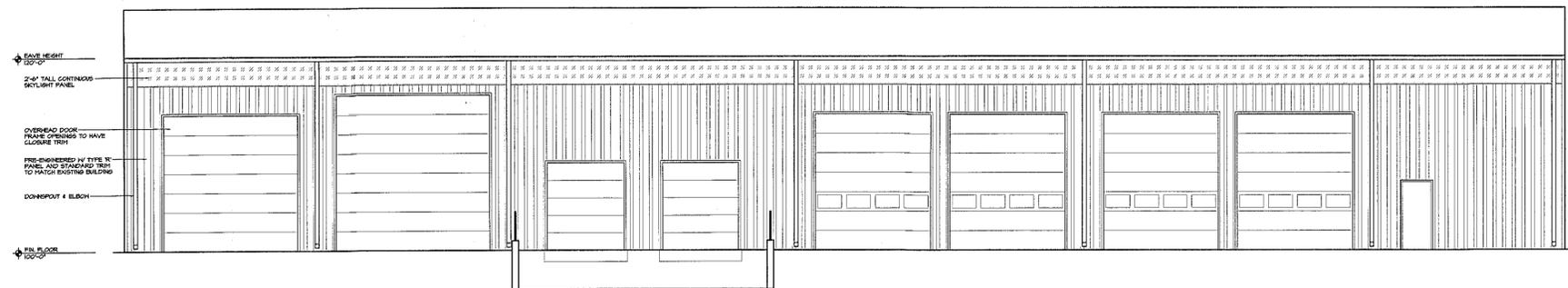
A1.1



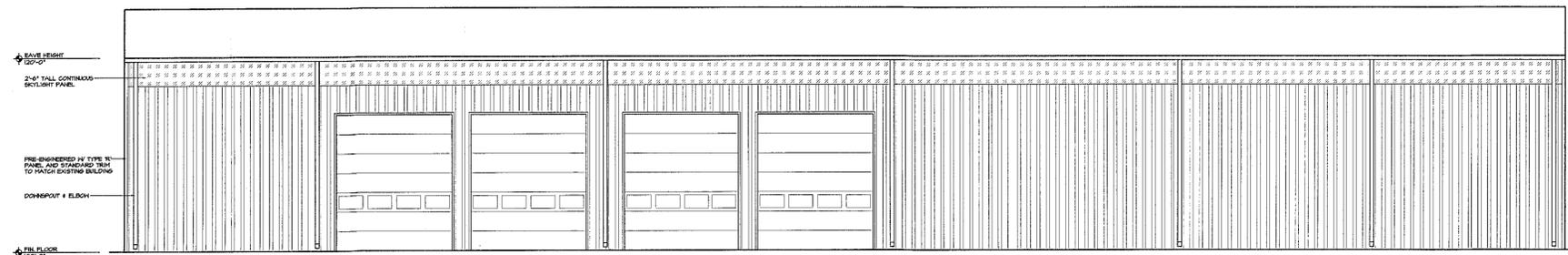
1. SOUTH ELEVATION
SCALE: 1/8" = 1'-0"



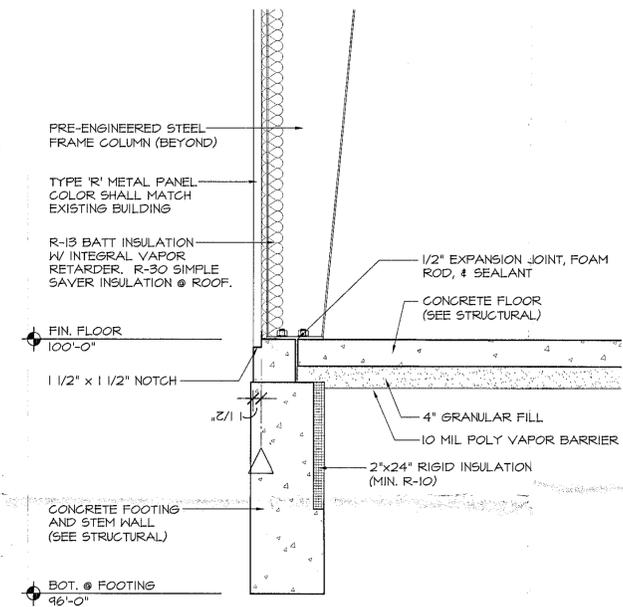
2. NORTH ELEVATION
SCALE: 1/8" = 1'-0"



3. WEST ELEVATION
SCALE: 1/8" = 1'-0"



4. EAST ELEVATION
SCALE: 1/8" = 1'-0"

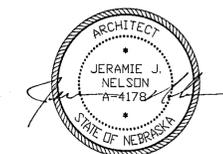


5. TYP. SECTION
SCALE: 3/4" = 1'-0"

REVISIONS

DATE

NO.



06-14-2016

RC BUILDING
OLD HIGHWAY 8 &
MORNINGSIDE RD
FREMONT, NEBRASKA

ELEVATIONS
SECTION

Project: 16-04010

Date: 15 MAY 2016

Revision Date:

A2.1

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF FREMONT, NEBRASKA, AUTHORIZING THE ISSUANCE OF A CONDITIONAL USE PERMIT FOR PROPERTY LOCATED AT 1804 OLD HIGHWAY 8 FOR THE PURPOSES OF A RECYCLING CENTER; PROVIDING FOR REPEAL OF RESOLUTIONS 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 approval of a Conditional Use Permit for Day Care (General) was filed with the offices of the Department of Planning, City of Fremont (City); and

WHEREAS, the City has determined that the subject property is currently zoned both GI General Industrial and R-4 High Density Residential; and

WHEREAS, a request for Zoning Change was also filed with the offices of the Department of Planning, City of Fremont (City) for that part of the subject property currently zoned R-4 High Density Residential to thereafter be rezoned LI Limited Industrial; and

WHEREAS, both Recycling Collection and Recycling Processing (i.e. Recycling Center) in both an LI Limited Industrial and a GI General Industrial zoning district requires a Conditional Use Permit; and

WHEREAS, a public hearing on the proposed Conditional Use Permit was held by the Planning Commission on July 18, 2016, and subsequently by the City Council on July 26, 2016; and

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

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

SECTION I. PERMIT. Issuance of a Conditional Use Permit for the purpose of a Recycling Center is hereby authorized for the following described real estate:

All of Lot 1, Sawyer Industrial Park Subdivision, Dodge County, Nebraska.

Subject to the following conditions:

- A. All representations, whether oral or written, made by the applicant(s) or his/her agent(s) in support of a Conditional Use Permit are conditions upon which this permit is issued, provided they do not conflict with other conditions imposed by either codes and ordinances of the City or this permit;
- B. The Conditional Use Permit is issued under the conditions set out in subsection 1203, Fremont Zoning Ordinance (FZO), as amended; and

C. Approval of the owners request for Zoning Change for that part of the subject property currently zoned R-4 for property currently zoned R-4 High Density Residential to thereafter be rezoned LI Limited Industrial.

SECTION 2. REPEALER. All prior resolutions, if any, which conflict with this Resolution are hereby repealed.

SECTION 3. SEVERABILITY. If any section, subsection, sentence, clause, phrase, or portion of this Resolution, 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 Resolution 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

SPECIAL CITY COUNCIL MEETING

July 7, 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 Legband, Landholm, Johnson, Kuhns, Eairleywine, Schaller and Anderson present. 7 Council Members present.

Final 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. City Clerk provided final reading. Mayor Getzschman called for a vote on final reading. Roll call vote. Legband, Landholm, Schaller, Johnson, Kuhns, Eairleywine and Anderson voting Aye. 7 Ayes. Ordinance approved.

Final 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. Councilmember Kuhns moved, seconded by Councilmember Legband to receive Roadway Subdivision Letter from Law Office of Yost, Schafersman, Lamme, Hillis, Mitchell, Schulz & Hartmann, P.C.. Roll call vote. Legband, Landholm, Schaller, Johnson, Kuhns, Eairleywine and Anderson voting Aye. 7 Ayes. Motion carried. City Clerk provided final reading. Councilmember Schaller moved, seconded by Councilmember Landholm to receive Supporting Documents from Dodge county Board of Supervisors, Fremont Area Chamber of Commerce, Fremont Area Young Professionals, Greater Wahoo Development Foundation, Nebraska Farm Bureau Federation, Nebraska Farm Bureau, Dodge County Farm Bureau, Madison County Farm Bureau, Saunders County Farm Bureau, Cuming County Farm Bureau, Nebraska State Dairy Association, Nebraska Soybean Association, Nebraska Soybean Board, Nebraska Corn Growers Association, Nebraska Department of Agriculture, Nebraska Department of Economic Development and Nebraska Poultry Industries. Roll call vote. Legband, Landholm, Schaller, Johnson, Kuhns, Eairleywine and Anderson voting Aye. 7 Ayes. Motion carried. The Council received approximately 95 minutes of testimony from residents and non-residents in support and in opposition to the item. City Clerk provided final reading. Mayor Getzschman called for a vote on final reading. Roll call vote. Legband, Landholm, Schaller, Johnson, Kuhns, Eairleywine and Anderson voting Aye. 7 Ayes. Ordinance approved.

Final 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. City Clerk provided final reading. Mayor Getzschman called for a

vote on final reading. Roll call vote. Legband, Landholm, Schaller, Johnson, Kuhns, Eairleywine and Anderson voting Aye. 7 Ayes. Ordinance approved.

Moved by Council Member Kuhns seconded by Council Member Legband to adjourn the meeting. Roll call vote: 7 ayes. Motion carried. Meeting adjourned at 9:03 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

COMMUNITY DEVELOPMENT AGENCY

July 12, 2016

7:00 p.m.

The Chairman 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 Committee Members Bixby, Legband, Landholm, Schaller, Johnson, Kuhns, and Eairleywine present. 7 Members present.

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. Chairman Getzschmen opened the public hearing. Many residents and nonresidents spoke in opposition to and in support of the item. Moved by Committee Member Schaller seconded by Committee Member Johnson to receive item titled 42 U.S. Code section 1983 – Civil action for deprivation of rights. Roll Call Vote. Committee Members Bixby, Legband, Landholm, Johnson, Kuhns, Eairleywine and Schaller voting Aye. 7 Ayes. Motion carried. Moved by Committee Member Schaller seconded by Committee Member Legband to receive Nebraska Farm Bureau list of support resolutions. Roll Call Vote. Committee Members Bixby, Legband, Landholm, Johnson, Kuhns, Eairleywine and Schaller voting Aye. 7 Ayes. Motion carried. Moved by Committee Member Landholm seconded by Committee Member Legband to receive item titled Chicken Manure: Collateral Damage from the Chicken Factory Farm. Roll Call Vote. Committee Members Bixby, Legband, Landholm, Johnson, Kuhns, Eairleywine and Schaller voting Aye. 7 Ayes. Motion carried. The public hearing was closed after receiving testimony. Committee Member Johnson moved, seconded by Committee Member Bixby to approve Resolution 2016-007. Roll call vote. Bixby, Legband, Landholm, Schaller, Johnson, Kuhns and Eairleywine voting Aye. 7 Ayes. Motion carried.

Moved by Committee Member Landholm seconded by Committee Member Legband to adjourn the meeting. Roll call vote: 7 ayes. Motion carried. Meeting adjourned at 7:40 p.m.

CITY COUNCIL MEETING

July 12, 2016

7:00 p.m.

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

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. Chairman Getzschmen opened the public hearing. Residents and nonresidents spoke in opposition to and in support of the item. The public hearing was closed after receiving testimony. Committee Member Schaller moved, seconded by Committee Member Johnson to approve Resolution 2016116. Roll call vote. Bixby, Legband, Landholm, Schaller, Johnson, Kuhns and Eairleywine voting Aye. 7 Ayes. Motion carried.

Moved by Council Member Schaller seconded by Council Member Landholm to approve items 5 through 13 and items 15 through 17. Roll Call Vote. Council Members Bixby, Legband, Landholm, Johnson, Kuhns, Schaller and Eairleywine voting Aye. 7 Ayes. Motion carried.

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.)
7. Resolution 2016-117 to award proposal for two factor authentication to 2FA
8. Resolution 2016-118 to allow consumption of alcohol on City property (Fremont Area Chamber of Commerce, Erika Delasancha, Taylor Ruzicka, Sportsman Shoot)
9. Resolution 2016-119 to approve special designated liquor license, Merry Martini Lounge
10. Move to receive Report of the Treasury
11. Approval of June 29 through July 12, 2016 claims and authorize checks to be drawn on the proper accounts.
12. Resolution 2016-120 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
13. Resolution 2016-121 to award proposal for Engineering Services for Upgrade of Substation B to accommodate the Elkhorn River Valley Electric Transmission Line to HDR, Inc.
15. Approve acknowledgement of the Tort Claim filed by Jake Hartmann
16. Approve acknowledgement of the Tort Claim filed by Dawn McDuffee
17. Approve acknowledgement of the Tort Claim filed by Daniel Soukup

Resignation of City Engineer and Appointment of Interim City Engineer. Moved by Committee Member Kuhns seconded by Committee Member Schaller to receive Resolution to appoint Diane Brown as Citizen Advisor for selection of City Engineer. Roll Call Vote. Council Members Bixby, Legband, Landholm, Johnson, Kuhns, Eairleywine and Schaller voting Aye. 7 Ayes. Motion carried. Councilmember Johnson moved, seconded by Councilmember Eairleywine to accept the resignation of City Engineer Zetterman. Roll call vote. Bixby, Legband, Landholm, Schaller, Johnson, Kuhns, and Eairleywine voting Aye. 7 Ayes. Motion carried.

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

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. Councilmember Eairleywine moved, seconded by Councilmember Kuhns to suspend the rules and move to final reading. Roll call vote. Bixby, Legband, Landholm, Johnson, Kuhns and Eairleywine voting Aye. 6 Ayes. Schaller Abstain. City Clerk provided final reading. Mayor Getzschman called for a vote on final reading. Roll call vote. Bixby, Legband, Landholm, Johnson, Kuhns and Eairleywine voting Aye. 6 Ayes. Schaller Abstain. Ordinance approved.

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. Council Member Kuhns moved, seconded by Council Member Landholm 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 as presented. Roll call vote. Bixby, Legband, Landholm, Schaller, Johnson, Kuhns, and Eairleywine voting Aye. 7 Ayes. Motion carried.

Consideration of keno satellite application of Whis's End Zone Lounge 843 & 845 South Broad Street, Fremont, NE 68025. Council Member Schaller moved, seconded by Council Member Legband to approve keno satellite application of Whis's End Zone Lounge 843 & 845 South Broad Street, Fremont, NE 68025 and sign form 50G as requested. Roll call vote. Bixby, Legband, Landholm, Schaller, Johnson, Kuhns, and Eairleywine voting Aye. 7 Ayes. Motion carried.

Consideration of contract for Dodge County Humane Society Contract for animal control services. Council Member Schaller moved, seconded by Council Member Landholm to enter into a contract with Dodge County Humane Society Contract for animal control services as presented. Roll call vote. Bixby, Legband, Landholm, Schaller, Johnson, Kuhns, and Eairleywine voting Aye. 7 Ayes. Motion carried.

Moved by Council Member Eairleywine seconded by Council Member Bixby to adjourn the meeting. Roll call vote: 7 ayes. Motion carried. Meeting adjourned at 8:31 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

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Dave Goedeken, Public Works Director

DATE: July 15, 2016

SUBJECT: Request for a variance to the requirement of the construction of sidewalks at a proposed new construction site located on a parcel of ground on the west side of Luther Road located directly north of the Sid Dillon car lot which is on the northwest corner of 23rd Street and Luther Road.

Recommendation – Move to approve the variance

Background: Steve Dodd is in the process of designing a site plan for a new commercial building site located north of the Sid Dillon's on the west side of Luther Road. Per City code, as recently amended, sidewalks are required with the construction of all new principal structures unless a variance is granted by the City Council. In this case, there are multiple power poles located on the west side of Luther Road that connect to a substation located roughly on northeast corner of this lot. Constructing a sidewalk through here would be difficult and it will be more appropriate to have pedestrian traffic on the east side of Luther Road in the future.

Fiscal Impact: There is no fiscal impact to the City.



RESOLUTION NO. _____

A Resolution of the City Council of the City of Fremont, Nebraska approving a request to waive the requirement of the construction of sidewalks at a proposed commercial site to be located on the west side of North Luther Road, directly north of the existing Sid Dillon car dealership.

WHEREAS, Steve Dodd is in the process of designing a site plan for a new commercial development on the west side of North Luther Road, north of the existing Sid Dillon car dealership;

WHEREAS, The location of multiple power poles on the west side of North Luther Road, leading to an existing substation, conflict with the area within the right-of-way where a sidewalk would be constructed;

BE IT RESOLVED, That the governing body of the City of Fremont, Nebraska approves a variance from the requirements of Section 8-413 of the Fremont Municipal as amended by Council action on May 31, 2016.

PASSED AND APPROVED THIS ____ DAY OF _____, 2016

SCOTT GETZSCHMAN, MAYOR

ATTEST:

TYLER FICKEN, CITY CLERK

STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Dave Goedeken, Public Works Director
DATE: July 15, 2016
SUBJECT: Request for a variance to the requirement of the construction of sidewalks at 1709 Miramar Drive.

| |
|--|
| Recommendation – Move to approve the variance |
|--|

Background: Victory Lake Marine has recently completed the construction of a principal building at 1709 Miramar Drive. Section 8-413 of the Fremont Municipal Code requires sidewalks to be constructed with the construction of a new principal structure on a lot. In this case, Staff feels that sidewalks should not be required as they were never constructed on any other lot in this development and sidewalks here would go nowhere. The development is now all but fully built out. Requiring sidewalks be built on the other lots would require Council action and if that decision was made in the future, the same could be required of this site at that time.

Fiscal Impact: There is no fiscal impact to the City.



RESOLUTION NO. _____

A Resolution of the City Council of the City of Fremont, Nebraska approving a request to waive the requirement of the construction of sidewalks at 1709 Miramar Drive

WHEREAS, Victory Lake Marine, Inc has recently completed construction of a new principal building at 1709 Miramar Drive and is requesting that the City Council waive the requirement for sidewalks at this site;

WHEREAS, There are currently no sidewalks constructed on any lots within this development;

BE IT RESOLVED, That the governing body of the City of Fremont, Nebraska approves a variance from the requirements of Section 8-413 of the Fremont Municipal as amended by Council action on May 31, 2016.

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: Troy Schaben, Assistant General Manager
Department of Utilities

DATE: July 26, 2016

SUBJECT: Construction of 27th Street Water Main

Recommendation: Approve resolution to award contract to Thompson Construction, Inc.

BACKGROUND:

The City of Fremont Department of Utilities accepted bids on July 12, 2016 for construction of water main along 27th Street west of Luther Road. The Tabulated bids are shown below.

| | | |
|---|---|---|
| Thompson Construction, Inc. 2404 N. Lincoln Ave Fremont, NE 68025 | Sawyer Construction 220 W. Cloverly Fremont, NE 68025 | K2 Construction 7701 Cornhusker Hwy Lincoln, Ne 68507 |
| \$69,950.00 | \$79,492.50 | \$107,388.50 |

The Board of Public Works approved staff's recommendation to award the contract to Thompson Construction, Inc. for \$69,950.00 and recommends City Council to do the same.

FISCAL IMPACT:

Capital expenditure of \$69,950.00

RESOLUTION NO. _____

A Resolution of the City Council of the City of Fremont, Nebraska, accepting and awarding the bid of Thompson Construction, Inc. for construction of water main along 27th Street west of Luther Road in the amount of \$69,950.00.

WHEREAS, the City of Fremont sought and received bids on July 12, 2016 for construction of water main along 27th Street west of Luther Road; and,

WHEREAS, the Board of Public Works has reviewed the bids received and recommends the bid of Thompson Construction, Inc. be accepted as being in the best interest of the City for the construction of the water main in the amount of \$69,950.00.

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 bid for construction of water main along 27th Street west of Luther Road to Thompson Construction, Inc. in the amount of \$69,950.00.

PASSED AND APPROVED THIS _____ DAY OF _____, 2016

Scott Getzschman, Mayor

ATTEST:

Tyler Ficken, City Clerk

STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Jody Sanders, CPA, Director of Finance
DATE: July 22, 2016
SUBJECT: Claims

Recommendation: Move to approve July 13 through July 26, 2016 claims and authorize checks to be drawn on the proper accounts.

Background: Council will review claims via email July 22, 2016.

Fiscal Impact: Claims total \$1,234,064.26.

EAL DESCRIPTION: EAL: 07132016 ANDERSEND

PAYMENT TYPES

Checks Y
EFTs Y
ePayables Y

VOUCHER SELECTION CRITERIA

Voucher/discount due date 07/14/2016
All banks A

REPORT SEQUENCE OPTIONS:

Vendor X One vendor per page? (Y,N) N
Bank/Vendor 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: 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

| VEND NO | SEQ# | VENDOR NAME | BNK | CHECK/DUE DATE | ACCOUNT NO | ITEM DESCRIPTION | CHECK AMOUNT | EFT, EPAY OR HAND- ISSUED AMOUNT |
|----------|--------|----------------------------------|-----|----------------|--------------------|-------------------------|-----------------|----------------------------------|
| 0000584 | 00 | CEI | | | | | | |
| 20160714 | | PR0714 | 00 | 07/14/2016 | 001-0000-201.00-00 | PAYROLL SUMMARY | EFT: | 133,113.32 |
| | | | | | | VENDOR TOTAL * | .00 | 133,113.32 |
| 0006518 | 00 | COATES, RICK (CREDITOR) | | | | | | |
| 20160714 | | PR0714 | 00 | 07/14/2016 | 001-0000-201.00-00 | PAYROLL SUMMARY | 27.31 | |
| | | | | | | VENDOR TOTAL * | 27.31 | |
| 0004234 | 00 | DEPARTMENT OF UTILITIES C S | | | | | | |
| 20160714 | | PR0714 | 00 | 07/14/2016 | 001-0000-201.00-00 | PAYROLL SUMMARY | EFT: | 1,829.76 |
| | | | | | | VENDOR TOTAL * | .00 | 1,829.76 |
| 0005193 | 00 | DEPARTMENT OF UTILITIES PAYROLL | | | | | | |
| 20160714 | | PR0714 | 00 | 07/14/2016 | 001-0000-201.00-00 | PAYROLL SUMMARY | EFT: | 56,587.72 |
| | | | | | | VENDOR TOTAL * | .00 | 56,587.72 |
| 0004629 | 00 | INTERNAL REVENUE SERVICE **EFT** | | | | | | |
| 20160714 | | PR0714 | 00 | 07/14/2016 | 001-0000-201.00-00 | PAYROLL SUMMARY | 86,044.98 | |
| | | | | | | VENDOR TOTAL * | 86,044.98 | |
| 0005477 | 00 | LAUGHLIN TRUSTEE, KATHLEEN A | | | | | | |
| 20160714 | | PR0714 | 00 | 07/14/2016 | 001-0000-201.00-00 | PAYROLL SUMMARY | 428.00 | |
| | | | | | | VENDOR TOTAL * | 428.00 | |
| 0005708 | 00 | REGIONAL CARE INC | | | | | | |
| 07/11/16 | MANUAL | 000625 | 01 | 07/11/2016 | 060-0660-444.70-01 | 07/11/16 AUTO CLAIMS | CHECK #: 100794 | 1,656.52 |
| | | | | | | VENDOR TOTAL * | .00 | 1,656.52 |
| | | | | | | HAND ISSUED TOTAL *** | | 1,656.52 |
| | | | | | | EFT/EPAY TOTAL *** | | 191,530.80 |
| | | | | | | TOTAL EXPENDITURES **** | 86,500.29 | 193,187.32 |
| | | | | | | GRAND TOTAL ***** | | 279,687.61 |

Prepared 7/13/16, 8:11:59
Pay Date 7/14/16
Primary FIRST NATIONAL BANK

CITY of FREMONT
Direct Deposit Register

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

Final Total 259,022.45 Count 322

EAL DESCRIPTION: EAL: 07212016 SHEETSJ

PAYMENT TYPES

Checks Y
EFTs Y
ePayables Y

VOUCHER SELECTION CRITERIA

Voucher/discount due date 07/27/2016
All banks A

REPORT SEQUENCE OPTIONS:

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

This report is by: Bank/Vendor

Process by bank code? (Y,N) Y
Print reports in vendor name sequence? (Y,N) Y
Calendar year for 1099 withholding 2016
Disbursement year/per 2016/10
Payment date 07/27/2016

PROGRAM: GM339L

AS OF: 07/27/2016

PAYMENT DATE: 07/27/2016

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 |
|--------------------------|-----------------------|--|-----|-------------------|--------------------|--------------------------|-----------------|---------------------------------------|
| 0000956 703258 | 00 | A & A DRUG CO INC PI5316 031964 | 00 | 07/27/2016 | 001-1206-422.30-33 | BLANKET PURCHASE ORDER | 9.72 | |
| VENDOR TOTAL * | | | | | | | 9.72 | |
| 0006360 8646 | 00 | A-PLUSH LAWN PI5301 032917 | 00 | 07/27/2016 | 001-2026-451.20-99 | GENERAL | 35.00 | |
| 8649 | | PI5429 032917 | 00 | 07/27/2016 | 001-2026-451.20-99 | GENERAL | 35.00 | |
| 8646 | | PI5302 032917 | 00 | 07/27/2016 | 001-2027-452.20-99 | GENERAL | 1,600.00 | |
| 8649 | | PI5430 032917 | 00 | 07/27/2016 | 001-2027-452.20-99 | GENERAL | 1,850.00 | |
| 8646 | | PI5303 032917 | 00 | 07/27/2016 | 012-2025-431.20-99 | GENERAL | 800.00 | |
| 8649 | | PI5431 032917 | 00 | 07/27/2016 | 012-2025-431.20-99 | GENERAL | 320.00 | |
| VENDOR TOTAL * | | | | | | | 4,640.00 | |
| 0000959 95628/3 | 00 | ACE HARDWARE PI5441 031963 | 00 | 07/27/2016 | 001-1206-422.30-79 | BLANKET PURCHASE ORDER | 43.43 | |
| 95728/3 | | PI5502 031963 | 00 | 07/27/2016 | 001-1206-422.30-79 | BLANKET PURCHASE ORDER | 11.98 | |
| 95496/3 | | PI5274 031963 | 00 | 07/27/2016 | 001-2027-452.30-49 | BLANKET PURCHASE ORDER | 34.95 | |
| 95702/3 | | PI5440 031963 | 00 | 07/27/2016 | 001-2027-452.30-56 | BLANKET PURCHASE ORDER | 33.67 | |
| 95700/3 | | PI5501 031963 | 00 | 07/27/2016 | 012-2025-431.30-79 | BLANKET PURCHASE ORDER | 6.59 | |
| VENDOR TOTAL * | | | | | | | 130.62 | |
| 0002952 516303 | 00 | ALAMAR UNIFORMS PI5433 033196 | 00 | 07/27/2016 | 001-1209-421.30-52 | GENERAL | 503.99 | |
| 515993 | | PI5549 033188 | 00 | 07/27/2016 | 001-1209-421.20-11 | GENERAL | 16.00 | |
| 515993 | | PI5550 033188 | 00 | 07/27/2016 | 001-1209-421.30-52 | GENERAL | 503.99 | |
| VENDOR TOTAL * | | | | | | | 1,023.98 | |
| 0000967 120209 | 00 | ALLIED APPLIANCE INC PI5381 033207 | 00 | 07/27/2016 | 001-1206-422.30-79 | GENERAL | 50.00 | |
| VENDOR TOTAL * | | | | | | | 50.00 | |
| 0006169 51514 0716 | 00 | AMERICAN BROADBAND INTERNET PI5267 032283 | 00 | 07/27/2016 | 001-1011-419.20-12 | BLANKET PURCHASE ORDER | 175.00 | |
| VENDOR TOTAL * | | | | | | | 175.00 | |
| 9999999 132808 | 00 | ANDERSON, DAVE ANDERSON000638 | 00 | 07/27/2016 | 001-0000-202.04-00 | DAVE ANDERSON/CF DEPOSIT | 200.00 | |
| VENDOR TOTAL * | | | | | | | 200.00 | |
| 0002869 00005997 | 00 | AQUA-CHEM INC PI5378 033034 | 00 | 07/27/2016 | 001-2028-451.30-32 | GENERAL | 196.00 | |
| 00005998 | | PI5379 033036 | 00 | 07/27/2016 | 001-2030-451.30-32 | GENERAL | 924.10 | |
| VENDOR TOTAL * | | | | | | | 1,120.10 | |
| 0000983 14858 | 00 | ARPS RED-E-MIX INC PI5275 031965 | 00 | 07/27/2016 | 012-2025-431.30-69 | BLANKET PURCHASE ORDER | 445.00 | |
| 14924 | | PI5317 031965 | 00 | 07/27/2016 | 012-2025-431.30-69 | BLANKET PURCHASE ORDER | 597.00 | |
| VENDOR TOTAL * | | | | | | | 1,042.00 | |

PROGRAM: GM339L

AS OF: 07/27/2016

PAYMENT DATE: 07/27/2016

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 |
|--------------------------|-----------------------|-----------------------------------|-----|-------------------|--------------------|------------------------|-----------------|---------------------------------------|
| 0002954 | 00 | ASPHALT AND CONCRETE MATERIALS CO | | | | | | |
| 00042341 | | PI5261 032217 | 00 | 07/27/2016 | 012-2025-431.30-69 | FIELD PURCHASE ORDER | 530.43 | |
| 00042397 | | PI5491 032217 | 00 | 07/27/2016 | 012-2025-431.30-69 | FIELD PURCHASE ORDER | 334.85 | |
| | | | | | | VENDOR TOTAL * | 865.28 | |
| 0006160 | 00 | ASSOCIATED FIRE PROTECTION | | | | | | |
| 74269 | | PI5436 033352 | 00 | 07/27/2016 | 001-2031-455.20-99 | GENERAL | 253.75 | |
| | | | | | | VENDOR TOTAL * | 253.75 | |
| 0003993 | 00 | AUDIO VIDEO SPECIALIST | | | | | | |
| 15124 | | PI5434 033253 | 00 | 07/27/2016 | 001-1001-413.20-95 | BLANKET PURCHASE ORDER | 675.00 | |
| 18704 | | PI5499 033253 | 00 | 07/27/2016 | 001-1001-413.20-95 | BLANKET PURCHASE ORDER | 150.00 | |
| | | | | | | VENDOR TOTAL * | 825.00 | |
| 0004439 | 00 | AYALA, JUAN E | | | | | | |
| 062816 | | PI5424 032700 | 00 | 07/27/2016 | 001-1209-421.20-99 | GENERAL | 25.00 | |
| | | | | | | VENDOR TOTAL * | 25.00 | |
| 0002763 | 00 | BAKER & TAYLOR BOOKS | | | | | | |
| 2032078565 | | PI5461 032200 | 00 | 07/27/2016 | 001-2031-455.30-51 | GENERAL | 128.32 | |
| 2032106960 | | PI5462 032200 | 00 | 07/27/2016 | 001-2031-455.30-51 | GENERAL | 82.22 | |
| 5014172810 | | PI5463 032200 | 00 | 07/27/2016 | 001-2031-455.30-51 | GENERAL | 140.39 | |
| | | | | | | VENDOR TOTAL * | 350.93 | |
| 0003423 | 00 | BAKER & TAYLOR ENTERTAINMENT | | | | | | |
| B18887020 | | PI5486 032208 | 00 | 07/27/2016 | 001-2031-455.30-51 | GENERAL | 14.35 | |
| B19106530 | | PI5487 032208 | 00 | 07/27/2016 | 001-2031-455.30-51 | GENERAL | 13.50 | |
| B19297030 | | PI5488 032208 | 00 | 07/27/2016 | 001-2031-455.30-51 | GENERAL | 43.05 | |
| B19354800 | | PI5489 032208 | 00 | 07/27/2016 | 001-2031-455.30-51 | GENERAL | 141.80 | |
| B19963840 | | PI5490 032208 | 00 | 07/27/2016 | 001-2031-455.30-51 | GENERAL | 13.50 | |
| | | | | | | VENDOR TOTAL * | 226.20 | |
| 0004311 | 00 | BAUER BUILT INC | | | | | | |
| 880046219 | | PI5276 031967 | 00 | 07/27/2016 | 012-2025-431.20-60 | BLANKET PURCHASE ORDER | 11.00 | |
| 880046219 | | PI5277 031967 | 00 | 07/27/2016 | 012-2025-431.30-63 | BLANKET PURCHASE ORDER | 5.00 | |
| | | | | | | VENDOR TOTAL * | 16.00 | |
| 0004035 | 00 | BOMGAARS SUPPLY INC | | | | | | |
| 16158354 | | PI5318 031969 | 00 | 07/27/2016 | 001-2027-452.30-32 | BLANKET PURCHASE ORDER | 31.96 | |
| 16156662 | | PI5278 031969 | 00 | 07/27/2016 | 012-2025-431.30-33 | BLANKET PURCHASE ORDER | 10.99 | |
| 16156662 | | PI5279 031969 | 00 | 07/27/2016 | 012-2025-431.30-56 | BLANKET PURCHASE ORDER | 11.99 | |
| 16460369 | | PI5503 031969 | 00 | 07/27/2016 | 012-2025-431.30-63 | BLANKET PURCHASE ORDER | 64.98 | |
| | | | | | | VENDOR TOTAL * | 119.92 | |
| 0006511 | 00 | BRENNER, KAILAN | | | | | | |
| 070516 | | PI5551 033263 | 00 | 07/27/2016 | 001-2029-451.20-99 | GENERAL | 34.00 | |
| | | | | | | VENDOR TOTAL * | 34.00 | |
| 0003427 | 00 | BRODART CO | | | | | | |

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 |
|--------------------------|-----------------------|---------------------------|-----|-------------------|--------------------|---------------------------|-----------------|---------------------------------------|
| 0003427 | 00 | BRODART CO | | | | | | |
| B4581086 | | PI5464 032201 | 00 | 07/27/2016 | 001-2031-455.30-51 | GENERAL | 770.05 | |
| B4581104 | | PI5465 032201 | 00 | 07/27/2016 | 001-2031-455.30-51 | GENERAL | 133.63 | |
| B4583580 | | PI5466 032201 | 00 | 07/27/2016 | 001-2031-455.30-51 | GENERAL | 680.32 | |
| B4587161 | | PI5467 032201 | 00 | 07/27/2016 | 001-2031-455.30-51 | GENERAL | 171.09 | |
| B4588199 | | PI5468 032201 | 00 | 07/27/2016 | 001-2031-455.30-51 | GENERAL | 234.14 | |
| B4584723 | | PI5521 032201 | 00 | 07/27/2016 | 001-2031-455.30-51 | GENERAL | 150.47 | |
| | | | | | | VENDOR TOTAL * | 2,139.70 | |
| 0006590 | 00 | CALLAHAN, BRENNAN G | | | | | | |
| 063016 | | PI5552 033265 | 00 | 07/27/2016 | 001-2029-451.20-99 | GENERAL | 17.00 | |
| | | | | | | VENDOR TOTAL * | 17.00 | |
| 0006534 | 00 | CAPPEL AUTO SUPPLY INC | | | | | | |
| 193218 | | PI5366 032252 | 00 | 07/27/2016 | 001-1209-421.30-63 | BLANKET PURCHASE ORDER | 29.88 | |
| 193297 | | PI5369 032252 | 00 | 07/27/2016 | 001-1209-421.30-63 | BLANKET PURCHASE ORDER | 9.57 | |
| 193480 | | PI5370 032252 | 00 | 07/27/2016 | 001-1209-421.30-63 | BLANKET PURCHASE ORDER | 71.39 | |
| 193586 | | PI5371 032252 | 00 | 07/27/2016 | 001-2027-452.30-56 | BLANKET PURCHASE ORDER | 17.60 | |
| 193702 | | PI5412 032252 | 00 | 07/27/2016 | 001-2027-452.30-63 | BLANKET PURCHASE ORDER | 73.60 | |
| 193697 | | PI5413 032252 | 00 | 07/27/2016 | 001-2027-452.30-63 | BLANKET PURCHASE ORDER | 253.33 | |
| 193718 | | PI5414 032252 | 00 | 07/27/2016 | 001-2027-452.30-63 | BLANKET PURCHASE ORDER | 13.99 | |
| 193847 | | PI5492 032252 | 00 | 07/27/2016 | 001-2027-452.30-63 | BLANKET PURCHASE ORDER | 20.92 | |
| 193865 | | PI5493 032252 | 00 | 07/27/2016 | 001-2027-452.30-63 | BLANKET PURCHASE ORDER | 5.28 | |
| 193867 | | PI5494 032252 | 00 | 07/27/2016 | 001-2027-452.30-63 | BLANKET PURCHASE ORDER | 7.73 | |
| 193953 | | PI5525 032252 | 00 | 07/27/2016 | 001-2027-452.30-63 | BLANKET PURCHASE ORDER | 123.16 | |
| 193131 | | PI5300 032252 | 00 | 07/27/2016 | 012-2025-431.30-63 | BLANKET PURCHASE ORDER | 9.92 | |
| 192744 | | PI5365 032252 | 00 | 07/27/2016 | 012-2025-431.30-63 | BLANKET PURCHASE ORDER | 26.29 | |
| 193218 | | PI5367 032252 | 00 | 07/27/2016 | 012-2025-431.30-52 | BLANKET PURCHASE ORDER | 23.98 | |
| 193218 | | PI5368 032252 | 00 | 07/27/2016 | 012-2025-431.30-56 | BLANKET PURCHASE ORDER | 86.85 | |
| 193601 | | PI5411 032252 | 00 | 07/27/2016 | 012-2025-431.30-56 | BLANKET PURCHASE ORDER | 55.16 | |
| 193845 | | PI5524 032252 | 00 | 07/27/2016 | 012-2025-431.30-63 | BLANKET PURCHASE ORDER | 27.01 | |
| | | | | | | VENDOR TOTAL * | 787.62 | |
| 9999999 | 00 | CAPRON, KEVIN | | | | | | |
| 130808 | CAPRON | 000639 | 00 | 07/27/2016 | 001-0000-202.04-00 | KEVIN CAPRON/KEY DEPOSIT | 30.00 | |
| | | | | | | VENDOR TOTAL * | 30.00 | |
| 0006311 | 00 | CAROLINA SOFTWARE | | | | | | |
| 61553 | | PI5293 032088 | 00 | 07/27/2016 | 001-1013-432.20-65 | FIELD PURCHASE ORDER | 200.00 | |
| | | | | | | VENDOR TOTAL * | 200.00 | |
| 9999999 | 00 | CARRILLO, NOEMI | | | | | | |
| 131549 | CARRILLO | 000640 | 00 | 07/27/2016 | 001-0000-202.04-00 | NOEMI CARRILLO/CA DEPOSIT | 100.00 | |
| | | | | | | VENDOR TOTAL * | 100.00 | |
| 0000584 | 00 | CEI | | | | | | |
| JUL 16 WC | | 000632 | 00 | 07/27/2016 | 001-1015-415.10-26 | JUL 16 WC | EFT: | 23,470.67 |
| JUL 16 WC | | 000633 | 00 | 07/27/2016 | 012-2025-431.10-26 | JUL 16 WC | EFT: | 1,250.00 |
| | | | | | | VENDOR TOTAL * | .00 | 24,720.67 |

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 |
|---|-----------------------|--|-----|---|--|--|-------------------------|---------------------------------------|
| 0005030 1385484 | 00 | CENTER POINT PI5474 032203 | | LARGE PRINT 00 07/27/2016 | 001-2031-455.30-51 | GENERAL | 484.14 | |
| VENDOR TOTAL * | | | | | | | 484.14 | |
| 0002675 4027538697 402D250330 402D254115 | 00 | CENTURYLINK (QWEST) 0716PI5453 032006 0716PI5451 032006 0716PI5452 032006 | | 00 07/27/2016 00 07/27/2016 00 07/27/2016 | 001-1011-419.20-12 001-1015-415.20-12 001-1206-422.20-12 | BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER | 82.94 80.76 85.56 | |
| VENDOR TOTAL * | | | | | | | 249.26 | |
| 0001024 CLC00347866-001 | 00 | CHRISTENSEN LUMBER INC PI5319 031970 | | 00 07/27/2016 | 012-2025-431.30-69 | BLANKET PURCHASE ORDER | 5.60 | |
| VENDOR TOTAL * | | | | | | | 5.60 | |
| 0006417 261487 | 00 | CLINE WILLIAMS WRIGHT JOHNSON PI5426 032747 | | 00 07/27/2016 | 001-1016-412.20-34 | BLANKET PURCHASE ORDER | 1,504.70 | |
| VENDOR TOTAL * | | | | | | | 1,504.70 | |
| 0005201 188387 | 00 | COCA-COLA REFRESHMENTS USA INC PI5287 032020 | | 00 07/27/2016 | 001-2029-451.30-41 | BLANKET PURCHASE ORDER | 1,134.96 | |
| VENDOR TOTAL * | | | | | | | 1,134.96 | |
| 0005994 210083 210133 210183 | 00 | CONSOLIDATED MANAGEMENT CO PI5427 032832 PI5428 032832 PI5527 032832 | | 00 07/27/2016 00 07/27/2016 00 07/27/2016 | 001-1209-421.20-13 001-1209-421.20-13 001-1209-421.20-13 | GENERAL GENERAL GENERAL | 88.87 55.88 67.70 | |
| VENDOR TOTAL * | | | | | | | 212.45 | |
| 0001885 2467735 | 00 | CORNHUSKER INTERNATIONAL TRUCKS INC PI5389 033340 | | 00 07/27/2016 | 012-2025-431.30-63 | FIELD PURCHASE ORDER | 1,050.08 | |
| VENDOR TOTAL * | | | | | | | 1,050.08 | |
| 0006591 071416 | 00 | CRAM, CHELSEA A PI5553 033266 | | 00 07/27/2016 | 001-2029-451.20-99 | GENERAL | 68.00 | |
| VENDOR TOTAL * | | | | | | | 68.00 | |
| 0001643 906045 906226 906435 | 00 | CULLIGAN OF OMAHA PI5419 032301 PI5420 032301 PI5421 032301 | | 00 07/27/2016 00 07/27/2016 00 07/27/2016 | 001-1209-421.20-99 001-1209-421.20-99 001-1209-421.20-99 | GENERAL GENERAL GENERAL | 45.00 45.00 22.00 | |
| VENDOR TOTAL * | | | | | | | 112.00 | |
| 0003492 351353 | 00 | CW ASSOCIATES PI5574 033372 | | 00 07/27/2016 | 001-2031-455.30-51 | GENERAL | 38.50 | |
| VENDOR TOTAL * | | | | | | | 38.50 | |
| 9999999 132716 | 00 | DENKER, ADAM DENKER 000641 | | 00 07/27/2016 | 001-0000-202.04-00 | ADAM DENKER/KEY DEPOSIT | 30.00 | |
| VENDOR TOTAL * | | | | | | | 30.00 | |

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| VEND NO INVOICE NO | SEQ# VOUCHER NO | VENDOR NAME P.O. NO | BNK | CHECK/DUE DATE | ACCOUNT NO | ITEM DESCRIPTION | CHECK AMOUNT | EFT, EPAY OR HAND-ISSUED AMOUNT |
|--------------------------|-----------------------|--------------------------------|-----|-------------------|--------------------|------------------------|-----------------|---------------------------------------|
| 0006420 | 00 | DEPARTMENT OF THE TREASURY | | | | | | |
| FORM 720-V | 2016PI5307 | 033334 | 00 | 07/27/2016 | 060-0660-441.70-07 | BLANKET PURCHASE ORDER | 1,071.20 | |
| | | | | | | VENDOR TOTAL * | 1,071.20 | |
| 0001063 | 00 | DIAMOND VOGEL PAINT CENTER | | | | | | |
| 501389499 | PI5382 | 033226 | 00 | 07/27/2016 | 012-2025-431.20-60 | FIELD PURCHASE ORDER | 90.00 | |
| 501389499 | PI5383 | 033226 | 00 | 07/27/2016 | 012-2025-431.30-56 | FIELD PURCHASE ORDER | 583.00 | |
| | | | | | | VENDOR TOTAL * | 673.00 | |
| 0002897 | 00 | DIERS INC | | | | | | |
| 117301P | PI5320 | 031974 | 00 | 07/27/2016 | 001-1209-421.30-63 | BLANKET PURCHASE ORDER | 33.42 | |
| | | | | | | VENDOR TOTAL * | 33.42 | |
| 0003359 | 00 | DODGE COUNTY HUMANE SOCIETY | | | | | | |
| JUNE 2016 | PI5418 | 032300 | 00 | 07/27/2016 | 001-1209-421.20-65 | GENERAL | 7,083.84 | |
| | | | | | | VENDOR TOTAL * | 7,083.84 | |
| 0001070 | 00 | DODGE COUNTY REGISTER OF DEEDS | | | | | | |
| 201603089 | PI5336 | 032007 | 00 | 07/27/2016 | 001-1003-415.20-33 | BLANKET PURCHASE ORDER | 10.00 | |
| 201603090 | PI5337 | 032007 | 00 | 07/27/2016 | 001-1003-415.20-33 | BLANKET PURCHASE ORDER | 34.00 | |
| 201603211 | PI5402 | 032007 | 00 | 07/27/2016 | 001-1003-415.20-33 | BLANKET PURCHASE ORDER | 16.00 | |
| | | | | | | VENDOR TOTAL * | 60.00 | |
| 0006357 | 00 | DREWS, DOUGLAS | | | | | | |
| 071016 | PI5528 | 032916 | 00 | 07/27/2016 | 001-2027-452.20-99 | GENERAL | 464.32 | |
| 071716 | PI5529 | 032916 | 00 | 07/27/2016 | 001-2027-452.20-99 | GENERAL | 419.00 | |
| | | | | | | VENDOR TOTAL * | 883.32 | |
| 0003087 | 00 | EAKES OFFICE SOLUTIONS | | | | | | |
| 7014623-0 | PI5495 | 032324 | 00 | 07/27/2016 | 001-2031-455.30-31 | GENERAL | 64.50 | |
| | | | | | | VENDOR TOTAL * | 64.50 | |
| 0006061 | 00 | ELEMETAL FABRICATION LLC | | | | | | |
| 20375 | PI5328 | 031992 | 00 | 07/27/2016 | 012-2025-431.30-63 | BLANKET PURCHASE ORDER | 247.60 | |
| 20420 | PI5400 | 031992 | 00 | 07/27/2016 | 012-2025-431.30-63 | BLANKET PURCHASE ORDER | 122.20 | |
| | | | | | | VENDOR TOTAL * | 369.80 | |
| 0006264 | 00 | EMS BILLING SERVICES INC | | | | | | |
| 20161994 | PI5375 | 032371 | 00 | 07/27/2016 | 001-1206-422.20-99 | GENERAL | 5,174.40 | |
| | | | | | | VENDOR TOTAL * | 5,174.40 | |
| 0005749 | 00 | FARNER-BOCKEN COMPANY | | | | | | |
| 4944866 | PI5288 | 032021 | 00 | 07/27/2016 | 001-2029-451.30-41 | BLANKET PURCHASE ORDER | 698.75 | |
| | | | | | | VENDOR TOTAL * | 698.75 | |
| 0002050 | 00 | FASTENAL COMPANY | | | | | | |
| NEFRE138180 | PI5321 | 031977 | 00 | 07/27/2016 | 012-2025-431.30-79 | BLANKET PURCHASE ORDER | 168.26 | |
| | | | | | | VENDOR TOTAL * | 168.26 | |

PROGRAM: GM339L

AS OF: 07/27/2016

PAYMENT DATE: 07/27/2016

City of Fremont

General Fund

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| VEND NO INVOICE NO | SEQ# VOUCHER NO | VENDOR NAME P.O. NO | BNK | CHECK/DUE DATE | ACCOUNT NO | ITEM DESCRIPTION | CHECK AMOUNT | EFT, EPAY OR HAND-ISSUED AMOUNT |
|---|-----------------------|---|-----|--|--|--|---|---------------------------------------|
| 0006587 070816 | 00 | FASTENAU, HEATHER PI5380 033181 | 00 | 07/27/2016 | 001-1004-424.20-99 | BLANKET PURCHASE ORDER | 310.00 | |
| VENDOR TOTAL * | | | | | | | 310.00 | |
| 0001112 37200 37200 | 00 | FREMONT ELECTRIC INC PI5403 032024 PI5404 032024 | 00 | 07/27/2016 07/27/2016 | 001-2027-452.20-60 001-2027-452.30-48 | BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER | 57.50 52.34 | |
| VENDOR TOTAL * | | | | | | | 109.84 | |
| 0001107 33625 33626 33627 33629 33630 33631 JUNE 2016 06252016 JUNE 2016 06252016 JUNE 2016 | 00 | FREMONT HEALTH PI5454 032008 PI5455 032008 PI5456 032008 PI5457 032008 PI5458 032008 PI5459 032008 PI5338 032008 PI5341 032008 PI5339 032008 PI5342 032008 PI5340 032008 | 00 | 07/27/2016 07/27/2016 07/27/2016 07/27/2016 07/27/2016 07/27/2016 07/27/2016 07/27/2016 07/27/2016 07/27/2016 07/27/2016 | 001-1206-422.30-33 001-1206-422.30-33 001-1206-422.30-33 001-1206-422.30-79 001-1206-422.30-33 001-1206-422.30-33 001-1209-421.20-35 001-2027-452.20-35 001-2030-451.20-35 001-2030-451.20-35 012-2025-431.20-35 | BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER | 38.27 61.66 37.05 1.56 108.82 164.74 45.00 50.00 90.00 30.00 135.00 | |
| VENDOR TOTAL * | | | | | | | 762.10 | |
| 0003907 IM305250 IM304434 IM304435 IM304436 IM304437 IM304439 IM307118 IM307152 IM307154 IM307156 IM308413 IM308417 IM309488 IM309489 IM309490 IM309491 | 00 | FREMONT HEALTH CLINIC 062216PI5292 032031 070616PI5534 033187 070616PI5535 033187 070616PI5536 033187 070616PI5537 033187 070616PI5538 033187 070616PI5539 033187 070616PI5540 033187 070616PI5541 033187 070616PI5542 033187 071216PI5543 033187 071216PI5544 033187 071216PI5545 033187 071216PI5546 033187 071216PI5547 033187 071216PI5548 033187 | 00 | 07/27/2016 07/27/2016 07/27/2016 07/27/2016 07/27/2016 07/27/2016 07/27/2016 07/27/2016 07/27/2016 07/27/2016 07/27/2016 07/27/2016 07/27/2016 07/27/2016 07/27/2016 07/27/2016 | 001-1206-422.20-35 001-1206-422.20-35 001-1206-422.20-35 001-1206-422.20-35 001-1206-422.20-35 001-1206-422.20-35 001-1206-422.20-35 001-1206-422.20-35 001-1206-422.20-35 001-1206-422.20-35 001-1206-422.20-35 001-1206-422.20-35 001-1206-422.20-35 001-1206-422.20-35 001-1206-422.20-35 001-1206-422.20-35 | BLANKET PURCHASE ORDER GENERAL GENERAL GENERAL GENERAL GENERAL GENERAL GENERAL GENERAL GENERAL GENERAL GENERAL GENERAL GENERAL GENERAL GENERAL | 176.00 14.00 14.00 14.00 14.00 14.00 14.00 14.00 14.00 14.00 14.00 14.00 14.00 14.00 14.00 14.00 | |
| VENDOR TOTAL * | | | | | | | 386.00 | |
| 0001131 76510 76528 76529 76530 76531 76544 | 00 | FREMONT TRIBUNE PI5343 032009 PI5345 032009 PI5352 032009 PI5353 032009 PI5354 032009 PI5355 032009 | 00 | 07/27/2016 07/27/2016 07/27/2016 07/27/2016 07/27/2016 07/27/2016 | 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 | BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER | 93.91 2.38 12.44 4.25 303.22 140.82 | |

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| VEND NO INVOICE NO | SEQ# VOUCHER NO | VENDOR NAME P.O. NO | BNK | CHECK/DUE DATE | ACCOUNT NO | ITEM DESCRIPTION | CHECK AMOUNT | EFT, EPAY OR HAND-ISSUED AMOUNT |
|--------------------------|-----------------------|-----------------------------|-----|-------------------|--------------------|------------------------|-----------------|---------------------------------------|
| 0001131 | 00 | FREMONT TRIBUNE | | | | | | |
| 76552 | | PI5356 032009 | 00 | 07/27/2016 | 001-1003-415.20-33 | BLANKET PURCHASE ORDER | 16.36 | |
| 76553 | | PI5357 032009 | 00 | 07/27/2016 | 001-1003-415.20-33 | BLANKET PURCHASE ORDER | 17.35 | |
| 76554 | | PI5358 032009 | 00 | 07/27/2016 | 001-1003-415.20-33 | BLANKET PURCHASE ORDER | 17.35 | |
| 76555 | | PI5359 032009 | 00 | 07/27/2016 | 001-1003-415.20-33 | BLANKET PURCHASE ORDER | 17.35 | |
| 76528 | | PI5346 032009 | 00 | 07/27/2016 | 001-1015-415.20-33 | BLANKET PURCHASE ORDER | 2.38 | |
| 76528 | | PI5347 032009 | 00 | 07/27/2016 | 001-2021-412.20-33 | BLANKET PURCHASE ORDER | 2.38 | |
| 76528 | | PI5348 032009 | 00 | 07/27/2016 | 001-2024-416.20-33 | BLANKET PURCHASE ORDER | 2.38 | |
| 76528 | | PI5349 032009 | 00 | 07/27/2016 | 001-2027-452.20-33 | BLANKET PURCHASE ORDER | 2.41 | |
| 76528 | | PI5350 032009 | 00 | 07/27/2016 | 001-2031-455.20-33 | BLANKET PURCHASE ORDER | 2.38 | |
| 76528 | | PI5351 032009 | 00 | 07/27/2016 | 029-2034-466.20-33 | BLANKET PURCHASE ORDER | 2.38 | |
| | | | | | | VENDOR TOTAL * | 639.74 | |
| 0006263 | 00 | GALE/CENGAGE LEARNING INC | | | | | | |
| 58249301 | | PI5469 032202 | 00 | 07/27/2016 | 001-2031-455.30-51 | GENERAL | 47.23 | |
| 58256675 | | PI5470 032202 | 00 | 07/27/2016 | 001-2031-455.30-51 | GENERAL | 219.65 | |
| 58257258 | | PI5471 032202 | 00 | 07/27/2016 | 001-2031-455.30-51 | GENERAL | 19.46 | |
| 58279619 | | PI5472 032202 | 00 | 07/27/2016 | 001-2031-455.30-51 | GENERAL | 53.98 | |
| 58317259 | | PI5473 032202 | 00 | 07/27/2016 | 001-2031-455.30-51 | GENERAL | 48.73 | |
| 58288294 | | PI5522 032202 | 00 | 07/27/2016 | 001-2031-455.30-51 | GENERAL | 2,094.76 | |
| | | | | | | VENDOR TOTAL * | 2,483.81 | |
| 0001139 | 00 | GERHOLD CONCRETE CO INC | | | | | | |
| 50416041 | | PI5395 031981 | 00 | 07/27/2016 | 012-2025-431.30-69 | BLANKET PURCHASE ORDER | 248.13 | |
| | | | | | | VENDOR TOTAL * | 248.13 | |
| 0006602 | 00 | GIESE, EMILY A | | | | | | |
| 071316 | | PI5554 033267 | 00 | 07/27/2016 | 001-2029-451.20-99 | GENERAL | 56.00 | |
| | | | | | | VENDOR TOTAL * | 56.00 | |
| 0006592 | 00 | GROSSE, ALYSSA | | | | | | |
| 071216 | | PI5555 033268 | 00 | 07/27/2016 | 001-2029-451.20-99 | GENERAL | 64.00 | |
| | | | | | | VENDOR TOTAL * | 64.00 | |
| 0006593 | 00 | HANSEN, HOPE E | | | | | | |
| 071116 | | PI5556 033269 | 00 | 07/27/2016 | 001-2029-451.20-99 | GENERAL | 17.00 | |
| | | | | | | VENDOR TOTAL * | 17.00 | |
| 0001167 | 00 | HY-VEE | | | | | | |
| 5740713611 | | PI5322 031982 | 00 | 07/27/2016 | 001-2029-451.30-41 | BLANKET PURCHASE ORDER | 16.67 | |
| 57344482981 | | PI5442 031982 | 00 | 07/27/2016 | 001-2031-455.30-41 | BLANKET PURCHASE ORDER | 1.99 | |
| | | | | | | VENDOR TOTAL * | 18.66 | |
| 0005752 | 00 | IMA INC - BENEFITS DIVISION | | | | | | |
| 1049438 | | PI5361 032071 | 00 | 07/27/2016 | 060-0660-442.70-07 | BLANKET PURCHASE ORDER | 3,750.00 | |
| | | | | | | VENDOR TOTAL * | 3,750.00 | |
| 0005319 | 00 | IMA INC - WICHITA DIVISION | | | | | | |
| 1049495 | | PI5407 032072 | 00 | 07/27/2016 | 061-0661-441.10-26 | BLANKET PURCHASE ORDER | 8,270.00 | |

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| VEND NO INVOICE NO | SEQ# VOUCHER NO | VENDOR NAME P.O. NO | BNK | CHECK/DUE DATE | ACCOUNT NO | ITEM DESCRIPTION | CHECK AMOUNT | EFT, EPAY OR HAND-ISSUED AMOUNT |
|--------------------------|-----------------------|----------------------------|-----|-------------------|--------------------|---------------------------|-----------------|---------------------------------------|
| 0005319 | 00 | IMA INC - WICHITA DIVISION | | | | | | |
| 1049499 | | PI5408 032072 | 00 | 07/27/2016 | 061-0661-441.10-26 | BLANKET PURCHASE ORDER | 6,390.00 | |
| 1049500 | | PI5437 033359 | 00 | 07/27/2016 | 061-0661-441.10-26 | BLANKET PURCHASE ORDER | 5,130.00 | |
| | | | | | | VENDOR TOTAL * | 19,790.00 | |
| 0005305 | 00 | IMAGETREND INC | | | | | | |
| 102226 | | PI5393 033350 | 00 | 07/27/2016 | 001-1206-419.20-65 | GENERAL | 6,600.00 | |
| | | | | | | VENDOR TOTAL * | 6,600.00 | |
| 0003074 | 00 | JACKSON SERVICES INC | | | | | | |
| JULY 2016 | | PI5508 032011 | 00 | 07/27/2016 | 001-1013-432.20-99 | BLANKET PURCHASE ORDER | 80.00 | |
| JULY 2016 | | PI5509 032011 | 00 | 07/27/2016 | 001-1206-422.20-91 | BLANKET PURCHASE ORDER | 53.00 | |
| JULY 2016 | | PI5510 032011 | 00 | 07/27/2016 | 001-1209-421.20-91 | BLANKET PURCHASE ORDER | 188.00 | |
| JULY 2016 | | PI5511 032011 | 00 | 07/27/2016 | 001-2027-452.20-99 | BLANKET PURCHASE ORDER | 100.05 | |
| JULY 2016 | | PI5512 032011 | 00 | 07/27/2016 | 001-2031-455.20-99 | BLANKET PURCHASE ORDER | 87.25 | |
| JULY 2016 | | PI5513 032011 | 00 | 07/27/2016 | 012-2025-431.20-99 | BLANKET PURCHASE ORDER | 222.28 | |
| | | | | | | VENDOR TOTAL * | 730.58 | |
| 0001176 | 00 | JENSEN TIRE CO | | | | | | |
| 302699 | | PI5504 031983 | 00 | 07/27/2016 | 001-2027-452.20-60 | BLANKET PURCHASE ORDER | 10.00 | |
| 302699 | | PI5505 031983 | 00 | 07/27/2016 | 001-2027-452.30-56 | BLANKET PURCHASE ORDER | 15.00 | |
| | | | | | | VENDOR TOTAL * | 25.00 | |
| 0006601 | 00 | JOHNSON, TRAVIS | | | | | | |
| 071416 | | PI5557 033270 | 00 | 07/27/2016 | 001-2029-451.20-99 | GENERAL | 48.00 | |
| | | | | | | VENDOR TOTAL * | 48.00 | |
| 9999999 | 00 | KIEFER, KYLE | | | | | | |
| 132504 | KIEFER | 000642 | 00 | 07/27/2016 | 001-0000-202.04-00 | KYLE KIEFER/KEY DEPOSIT | 30.00 | |
| | | | | | | VENDOR TOTAL * | 30.00 | |
| 0006595 | 00 | KMENT, JONATHON R | | | | | | |
| 071216 | | PI5558 033272 | 00 | 07/27/2016 | 001-2029-451.20-99 | GENERAL | 51.00 | |
| | | | | | | VENDOR TOTAL * | 51.00 | |
| 9999999 | 00 | KNOELL, LISA | | | | | | |
| 131223 | KNOELL | 000643 | 00 | 07/27/2016 | 001-2026-347.05-00 | LISA KNOELL/CF CONCESSION | 25.00 | |
| | | | | | | VENDOR TOTAL * | 25.00 | |
| 0002898 | 00 | LARSEN INTERNATIONAL | | | | | | |
| C89125 | | PI5391 033349 | 00 | 07/27/2016 | 001-1206-422.20-60 | GENERAL | 154.26 | |
| C89125 | | PI5392 033349 | 00 | 07/27/2016 | 001-1206-422.30-63 | GENERAL | 326.47 | |
| C89048 | | PI5566 033297 | 00 | 07/27/2016 | 001-1206-422.20-60 | GENERAL | 523.24 | |
| C89048 | | PI5567 033297 | 00 | 07/27/2016 | 001-1206-422.30-63 | GENERAL | 2,149.34 | |
| | | | | | | VENDOR TOTAL * | 3,153.31 | |
| 0006596 | 00 | LEFLER, LAUREN | | | | | | |
| 071216 | | PI5559 033273 | 00 | 07/27/2016 | 001-2029-451.20-99 | GENERAL | 51.00 | |
| | | | | | | VENDOR TOTAL * | 51.00 | |

PROGRAM: GM339L

AS OF: 07/27/2016

PAYMENT DATE: 07/27/2016

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 |
|--------------------------|-----------------------|-------------------------------------|-----|-------------------|--------------------|------------------------|-----------------|---------------------------------------|
| 0006573 | 00 | LEXISNEXIS | | | | | | |
| 3090593805 | | PI5269 032969 | 00 | 07/27/2016 | 001-1016-412.30-51 | BLANKET PURCHASE ORDER | 210.00 | |
| | | | | | | VENDOR TOTAL * | 210.00 | |
| 0006545 | 00 | LINCOLN PHYSICAL THERAPY AND SPORTS | | | | | | |
| JUNE 2016 | | PI5376 032460 | 00 | 07/27/2016 | 001-2030-451.20-35 | BLANKET PURCHASE ORDER | 102.00 | |
| | | | | | | VENDOR TOTAL * | 102.00 | |
| 0006597 | 00 | LINDGREN, TANNER E | | | | | | |
| 071116 | | PI5560 033274 | 00 | 07/27/2016 | 001-2029-451.20-99 | GENERAL | 48.00 | |
| | | | | | | VENDOR TOTAL * | 48.00 | |
| 0006569 | 00 | MACH 3 ENTERPRISES | | | | | | |
| 071116 | | PI5530 032936 | 00 | 07/27/2016 | 001-2031-455.20-99 | GENERAL | 1,200.00 | |
| | | | | | | VENDOR TOTAL * | 1,200.00 | |
| 9999999 | 00 | MANKA, JEFF | | | | | | |
| 132334 MANKA | | 000644 | 00 | 07/27/2016 | 001-0000-202.04-00 | JEFF MANKA/KEY DEPOSIT | 30.00 | |
| | | | | | | VENDOR TOTAL * | 30.00 | |
| 0006598 | 00 | MARTINEZ, ADRIANA | | | | | | |
| 071416 | | PI5561 033275 | 00 | 07/27/2016 | 001-2029-451.20-99 | GENERAL | 16.00 | |
| | | | | | | VENDOR TOTAL * | 16.00 | |
| 0006523 | 00 | MCKESSON MEDICAL-SURGICAL | | | | | | |
| 80977959 | | PI5306 033318 | 00 | 07/27/2016 | 001-1206-422.30-33 | GENERAL | 157.40 | |
| 81899838 | | PI5570 033355 | 00 | 07/27/2016 | 001-1206-422.30-33 | GENERAL | 412.51 | |
| | | | | | | VENDOR TOTAL * | 569.91 | |
| 0001229 | 00 | MENARDS - FREMONT | | | | | | |
| 10284 | | PI5323 031989 | 00 | 07/27/2016 | 001-1206-422.30-79 | BLANKET PURCHASE ORDER | 26.80 | |
| 10791 | | PI5325 031989 | 00 | 07/27/2016 | 001-1206-422.30-79 | BLANKET PURCHASE ORDER | 19.99 | |
| 10796 | | PI5399 031989 | 00 | 07/27/2016 | 001-1206-422.30-79 | BLANKET PURCHASE ORDER | 22.59 | |
| 10115 | | PI5396 031989 | 00 | 07/27/2016 | 001-1209-421.30-76 | BLANKET PURCHASE ORDER | 29.90 | |
| 10581 | | PI5397 031989 | 00 | 07/27/2016 | 001-1209-421.30-79 | BLANKET PURCHASE ORDER | 29.90 | |
| 10739 | | PI5398 031989 | 00 | 07/27/2016 | 001-1209-421.30-79 | BLANKET PURCHASE ORDER | 239.76 | |
| 11006 | | PI5326 031989 | 00 | 07/27/2016 | 001-2026-451.30-48 | BLANKET PURCHASE ORDER | 53.94 | |
| 11006 | | PI5327 031989 | 00 | 07/27/2016 | 001-2026-451.30-49 | BLANKET PURCHASE ORDER | 73.94 | |
| 10434 | | PI5258 031989 | 00 | 07/27/2016 | 001-2029-451.30-79 | BLANKET PURCHASE ORDER | 31.54 | |
| 10710 | | PI5324 031989 | 00 | 07/27/2016 | 001-2029-451.30-41 | BLANKET PURCHASE ORDER | 29.80 | |
| 10434 | | PI5259 031989 | 00 | 07/27/2016 | 001-2030-451.30-79 | BLANKET PURCHASE ORDER | 31.53 | |
| 10908 | | PI5443 031989 | 00 | 07/27/2016 | 001-2030-451.30-49 | BLANKET PURCHASE ORDER | 24.98 | |
| | | | | | | VENDOR TOTAL * | 554.87 | |
| 0004095 | 00 | MIDWEST TAPE | | | | | | |
| 94093289 | | PI5475 032206 | 00 | 07/27/2016 | 001-2031-455.30-51 | GENERAL | 235.76 | |
| 94104813 | | PI5476 032206 | 00 | 07/27/2016 | 001-2031-455.30-51 | GENERAL | 73.20 | |
| 94106788 | | PI5477 032206 | 00 | 07/27/2016 | 001-2031-455.30-51 | GENERAL | 73.05 | |
| 94113724 | | PI5478 032206 | 00 | 07/27/2016 | 001-2031-455.30-51 | GENERAL | 37.68 | |

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| VEND NO INVOICE NO | SEQ# VOUCHER NO | VENDOR NAME P.O. NO | BNK | CHECK/DUE DATE | ACCOUNT NO | ITEM DESCRIPTION | CHECK AMOUNT | EFT, EPAY OR HAND-ISSUED AMOUNT |
|-------------------------------|-----------------------|--|-----|-------------------|--|--|-----------------|---------------------------------------|
| 0004095 94120947 | 00 | MIDWEST TAPE PI5479 032206 | 00 | 07/27/2016 | 001-2031-455.30-51 | GENERAL | 20.84 | |
| | | | | | | VENDOR TOTAL * | 440.53 | |
| 9999999 132498 | 00 MILLER | MILLER, BRIGET 000645 | 00 | 07/27/2016 | 001-0000-202.04-00 | BRIGET MILLER/KEY DEPOSIT | 30.00 | |
| | | | | | | VENDOR TOTAL * | 30.00 | |
| 0002421 99118484 | 00 I | MOORE MEDICAL LLC PI5386 033322 | 00 | 07/27/2016 | 001-1206-422.30-33 | GENERAL | 332.35 | |
| | | | | | | VENDOR TOTAL * | 332.35 | |
| 0006599 071316 | 00 | MORTON, KATELYN L PI5562 033276 | 00 | 07/27/2016 | 001-2029-451.20-99 | GENERAL | 48.00 | |
| | | | | | | VENDOR TOTAL * | 48.00 | |
| 0003340 1012760 1012760 | 00 | NEBR DEPT OF AERONAUTICS PI5373 032323 PI5374 032323 | 00 | 07/27/2016 | 029-2034-466.20-99 029-2034-490.60-02 | BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER | | EFT: 1,224.39 EFT: 1,750.00 |
| | | | | | | VENDOR TOTAL * | .00 | 2,974.39 |
| 0003047 0636151 | 00 | NEBR DEPT OF ROADS PI5526 032502 | 00 | 07/27/2016 | 012-2032-431.45-20 | GENERAL | 6,520.61 | |
| | | | | | | VENDOR TOTAL * | 6,520.61 | |
| 0006206 6160100 | 00 | NEBR ENVIRONMENTAL PRODUCTS PI5304 033218 | 00 | 07/27/2016 | 012-2025-431.40-50 | FIELD PURCHASE ORDER | 188,723.00 | |
| | | | | | | VENDOR TOTAL * | 188,723.00 | |
| 0005736 17535578 | 00 | NEBR METHODIST HOSPITAL PI5571 033366 | 00 | 07/27/2016 | 001-1209-421.20-99 | GENERAL | 350.00 | |
| | | | | | | VENDOR TOTAL * | 350.00 | |
| 0003052 2016 2ND QRT | 00 | NEBR UC FUND PI5425 032713 | 00 | 07/27/2016 | 001-1015-415.10-25 | BLANKET PURCHASE ORDER | 296.00 | |
| | | | | | | VENDOR TOTAL * | 296.00 | |
| 0005638 324820 | 00 2016 | NEBRASKA DEPARTMENT OF AGRICULTURE PI5435 033351 | 00 | 07/27/2016 | 029-2034-466.20-99 | GENERAL | 49.84 | |
| | | | | | | VENDOR TOTAL * | 49.84 | |
| 9999999 132471 | 00 NELSEN | NELSEN, DARYL 000646 | 00 | 07/27/2016 | 001-0000-202.04-00 | DARYL NELSEN/KEY DEPOSIT | 30.00 | |
| | | | | | | VENDOR TOTAL * | 30.00 | |
| 9999999 132503 | 00 NEUHAUS | NEUHAUS, KELLY 000647 | 00 | 07/27/2016 | 001-0000-202.04-00 | KELLY NEUHAUS/KEY DEPOSIT | 30.00 | |
| | | | | | | VENDOR TOTAL * | 30.00 | |

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| VEND NO INVOICE NO | SEQ# VOUCHER NO | VENDOR NAME P.O. NO | BNK | CHECK/DUE DATE | ACCOUNT NO | ITEM DESCRIPTION | CHECK AMOUNT | EFT, EPAY OR HAND-ISSUED AMOUNT |
|---|-----------------------|---------------------------|-----|-------------------|--------------------|--------------------------|-----------------|---------------------------------------|
| 0006329 JUNE 2016 | 00 000637 | NNSWC LANDFILL | 00 | 07/27/2016 | 001-1013-432.20-21 | JUNE 2016 | 71,973.26 | |
| VENDOR TOTAL * | | | | | | | 71,973.26 | |
| 0001020 0397-382810 0397-380981 0397-382784 0397-382625 0397-382783 0397-385947 0397-385988 0397-386016 0397-382611 0397-386230 | 00 | O'REILLY AUTOMOTIVE INC | | | | | | |
| | | PI5329 031993 | 00 | 07/27/2016 | 001-1206-422.30-79 | BLANKET PURCHASE ORDER | 10.99 | |
| | | PI5260 031993 | 00 | 07/27/2016 | 001-1209-421.30-63 | BLANKET PURCHASE ORDER | 119.39 | |
| | | PI5283 031993 | 00 | 07/27/2016 | 001-1209-421.30-63 | BLANKET PURCHASE ORDER | 16.22 | |
| | | PI5281 031993 | 00 | 07/27/2016 | 001-2027-452.30-63 | BLANKET PURCHASE ORDER | 14.60 | |
| | | PI5282 031993 | 00 | 07/27/2016 | 001-2027-452.30-63 | BLANKET PURCHASE ORDER | 31.93 | |
| | | PI5444 031993 | 00 | 07/27/2016 | 001-2027-452.30-63 | BLANKET PURCHASE ORDER | 183.31 | |
| | | PI5445 031993 | 00 | 07/27/2016 | 001-2027-452.30-63 | BLANKET PURCHASE ORDER | 78.00 | |
| | | PI5446 031993 | 00 | 07/27/2016 | 001-2027-452.30-63 | BLANKET PURCHASE ORDER | 28.12 | |
| | | PI5280 031993 | 00 | 07/27/2016 | 012-2025-431.30-63 | BLANKET PURCHASE ORDER | 19.10 | |
| | | PI5506 031993 | 00 | 07/27/2016 | 012-2025-431.30-63 | BLANKET PURCHASE ORDER | 69.07 | |
| VENDOR TOTAL * | | | | | | | 570.73 | |
| 0005807 0000469995 | 00 | OCLC INC | | | | | | |
| | | PI5497 032407 | 00 | 07/27/2016 | 001-2031-455.20-93 | GENERAL | 1,105.10 | |
| VENDOR TOTAL * | | | | | | | 1,105.10 | |
| 0002888 836156-0 836832-0 835963-0 834926-0 835979-0 835861-0 | 00 | OFFICENET | | | | | | |
| | | PI5388 033337 | 00 | 07/27/2016 | 001-1004-424.30-31 | GENERAL | 289.10 | |
| | | PI5460 032091 | 00 | 07/27/2016 | 001-1013-432.20-60 | FIELD PURCHASE ORDER | 79.00 | |
| | | PI5273 033329 | 00 | 07/27/2016 | 001-1206-422.30-31 | GENERAL | 15.57 | |
| | | PI5270 033295 | 00 | 07/27/2016 | 001-1209-421.30-31 | GENERAL | 499.90 | |
| | | PI5415 032255 | 00 | 07/27/2016 | 001-1209-421.20-70 | BLANKET PURCHASE ORDER | 149.38 | |
| | | PI5272 033326 | 00 | 07/27/2016 | 001-2027-452.30-31 | GENERAL | 79.02 | |
| VENDOR TOTAL * | | | | | | | 1,111.97 | |
| 0005674 255162 | 00 | OLSSON ASSOCIATES | | | | | | |
| | | PI5308 029461 | 00 | 07/27/2016 | 040-2037-452.45-20 | FIELD PURCHASE ORDER | 2,050.00 | |
| VENDOR TOTAL * | | | | | | | 2,050.00 | |
| 0005755 1419-103851617 | 00 | OVERDRIVE INC | | | | | | |
| | | PI5523 032210 | 00 | 07/27/2016 | 001-2031-455.30-51 | GENERAL | 131.88 | |
| VENDOR TOTAL * | | | | | | | 131.88 | |
| 9999999 132888 | 00 | PAFFORD, KURT | | | | | | |
| | | PAFFORD 000648 | 00 | 07/27/2016 | 001-2027-347.03-00 | KURT PAFFORD/GARDEN PLOT | 35.00 | |
| VENDOR TOTAL * | | | | | | | 35.00 | |
| 9999999 130840 | 00 | PECK, KILEY | | | | | | |
| | | PECK 000649 | 00 | 07/27/2016 | 001-0000-202.04-00 | KILEY PECK/COMM RM DEP | 100.00 | |
| VENDOR TOTAL * | | | | | | | 100.00 | |
| 0001279 070616 070616 | 00 | PETTY CASH | | | | | | |
| | | PI5285 032016 | 00 | 07/27/2016 | 001-2024-416.20-11 | BLANKET PURCHASE ORDER | 123.54 | |
| | | PI5286 032016 | 00 | 07/27/2016 | 001-2027-452.40-20 | BLANKET PURCHASE ORDER | 15.00 | |

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| VEND NO INVOICE NO | SEQ# VOUCHER NO | VENDOR NAME P.O. NO | BNK | CHECK/DUE DATE | ACCOUNT NO | ITEM DESCRIPTION | CHECK AMOUNT | EFT, EPAY OR HAND-ISSUED AMOUNT |
|--------------------------|-----------------------|-----------------------------------|-----|-------------------|--------------------|--------------------------|-----------------|---------------------------------------|
| 0001279 | 00 | PETTY CASH | | | | | | |
| | | | | | | VENDOR TOTAL * | 138.54 | |
| 0002919 | 00 | PLATTE VALLEY EQUIPMENT LLC | | | | | | |
| 618251 | | PI5507 031994 | 00 | 07/27/2016 | 001-2027-452.30-56 | BLANKET PURCHASE ORDER | 426.00 | |
| 638160 | | PI5533 033048 | 00 | 07/27/2016 | 001-2027-452.30-56 | GENERAL | 798.51 | |
| 632768 | | PI5447 031994 | 00 | 07/27/2016 | 012-2025-431.30-56 | BLANKET PURCHASE ORDER | 72.55 | |
| 634436 | | PI5448 031994 | 00 | 07/27/2016 | 012-2025-431.20-60 | BLANKET PURCHASE ORDER | 195.60 | |
| 634436 | | PI5449 031994 | 00 | 07/27/2016 | 012-2025-431.30-56 | BLANKET PURCHASE ORDER | 111.20 | |
| | | | | | | VENDOR TOTAL * | 1,603.86 | |
| 0006199 | 00 | PREMIER STAFFING INC | | | | | | |
| 7893 | | PI5289 032027 | 00 | 07/27/2016 | 001-1209-421.20-35 | BLANKET PURCHASE ORDER | 15.00 | |
| 7893 | | PI5290 032027 | 00 | 07/27/2016 | 001-1209-421.20-35 | BLANKET PURCHASE ORDER | 15.00 | |
| | | | | | | VENDOR TOTAL * | 30.00 | |
| 0003989 | 00 | PROGRESSIVE BUSINESS TECHNOLOGIES | | | | | | |
| 17927 | | PI5568 033331 | 00 | 07/27/2016 | 001-2031-455.30-31 | GENERAL | 101.00 | |
| | | | | | | VENDOR TOTAL * | 101.00 | |
| 0006336 | 00 | PSYCHOLOGICAL RESOURCES | | | | | | |
| 1605002 | | PI5390 033346 | 00 | 07/27/2016 | 001-1209-421.20-99 | BLANKET PURCHASE ORDER | 675.00 | |
| | | | | | | VENDOR TOTAL * | 675.00 | |
| 9999999 | 00 | RADDATZ, TAMMY | | | | | | |
| 132499 | RADDATZ | 000650 | 00 | 07/27/2016 | 001-2027-347.03-00 | TAMMY RADDATZ/PK SHELTER | 13.00 | |
| | | | | | | VENDOR TOTAL * | 13.00 | |
| 0003505 | 00 | RECORDED BOOKS INC | | | | | | |
| 75360288 | | PI5480 032207 | 00 | 07/27/2016 | 001-2031-455.30-51 | GENERAL | 193.80 | |
| 75361671 | | PI5481 032207 | 00 | 07/27/2016 | 001-2031-455.30-51 | GENERAL | 56.90 | |
| 75362827 | | PI5482 032207 | 00 | 07/27/2016 | 001-2031-455.30-51 | GENERAL | 113.80 | |
| 75365012 | | PI5483 032207 | 00 | 07/27/2016 | 001-2031-455.30-51 | GENERAL | 70.47 | |
| 75366008 | | PI5484 032207 | 00 | 07/27/2016 | 001-2031-455.30-51 | GENERAL | 56.90 | |
| 75366009 | | PI5485 032207 | 00 | 07/27/2016 | 001-2031-455.30-51 | GENERAL | 56.90 | |
| | | | | | | VENDOR TOTAL * | 548.77 | |
| 9999999 | 00 | REILLY, JAKE | | | | | | |
| 132374 | REILLY | 000651 | 00 | 07/27/2016 | 001-0000-202.04-00 | JAKE REILLY/KEY DEPOSIT | 30.00 | |
| | | | | | | VENDOR TOTAL * | 30.00 | |
| 0006579 | 00 | RISE BROADBAND | | | | | | |
| 0135917 | 0716 | PI5498 033068 | 00 | 07/27/2016 | 029-2034-466.20-99 | BLANKET PURCHASE ORDER | 66.45 | |
| | | | | | | VENDOR TOTAL * | 66.45 | |
| 0006600 | 00 | ROSETE, DESTINY | | | | | | |
| 071416 | | PI5563 033277 | 00 | 07/27/2016 | 001-2029-451.20-99 | GENERAL | 32.00 | |
| | | | | | | VENDOR TOTAL * | 32.00 | |

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|---|-----------------------|---|-----|--|--|--|---|---------------------------------------|
| 0006344 4472 | 00 | RUDA SEPTIC LLC PI5409 032172 | 00 | 07/27/2016 | 001-1013-432.20-99 | FIELD PURCHASE ORDER | 195.00 | |
| VENDOR TOTAL * | | | | | | | 195.00 | |
| 9999999 132710 | 00 | RUSSELL, KENDRA RUSSELL 000652 | 00 | 07/27/2016 | 001-0000-202.04-00 | KENDRA RUSSELL/CA DEPOSIT | 200.00 | |
| VENDOR TOTAL * | | | | | | | 200.00 | |
| 0001305 62919-27 62919-13 | 00 | SAWYER GAS N WASH INC PI5401 031996 PI5330 031996 | 00 | 07/27/2016 07/27/2016 | 001-1209-421.20-99 001-1305-430.20-99 | BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER | 334.05 35.35 | |
| VENDOR TOTAL * | | | | | | | 369.40 | |
| 0004863 13361080 13383540 | 00 | SCHOLASTIC INC PI5564 033279 PI5565 033280 | 00 | 07/27/2016 07/27/2016 | 001-2031-455.30-51 001-2031-455.30-51 | GENERAL GENERAL | 803.00 510.95 | |
| VENDOR TOTAL * | | | | | | | 1,313.95 | |
| 0006203 160700466 160700466 160700466 160700466 160700466 160700466 | 00 | SCREENING ONE INC PI5309 030844 PI5310 030844 PI5311 030844 PI5312 030844 PI5313 030844 PI5314 030844 | 00 | 07/27/2016 07/27/2016 07/27/2016 07/27/2016 07/27/2016 07/27/2016 | 001-1209-421.20-99 001-1305-430.20-99 001-2029-451.20-99 001-2030-451.20-99 001-2031-455.20-99 012-2025-431.20-99 | BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER | 20.00 14.50 11.50 11.50 103.70 14.50 | |
| VENDOR TOTAL * | | | | | | | 175.70 | |
| 0003036 16-0989 16-0989 | 00 | SHAFFER COMMUNICATIONS INC PI5384 033284 PI5385 033284 | 00 | 07/27/2016 07/27/2016 | 001-1209-421.20-60 001-1209-421.30-65 | GENERAL GENERAL | 140.00 125.00 | |
| VENDOR TOTAL * | | | | | | | 265.00 | |
| 0001308 6085-9 | 00 | SHERWIN-WILLIAMS CO PI5268 032863 | 00 | 07/27/2016 | 012-2025-431.30-76 | FIELD PURCHASE ORDER | 3,294.00 | |
| VENDOR TOTAL * | | | | | | | 3,294.00 | |
| 0001316 23616 23616 | 00 | SIFFRING LANDSCAPING & GARDEN CTR PI5331 031999 PI5332 031999 | 00 | 07/27/2016 07/27/2016 | 029-2034-466.20-60 029-2034-466.30-79 | BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER | 187.50 135.00 | |
| VENDOR TOTAL * | | | | | | | 322.50 | |
| 9999999 132709 | 00 | SILVEY, ALEINA SILVEY 000653 | 00 | 07/27/2016 | 001-0000-202.04-00 | ALEINA SILVEY/COMM RM DEP | 100.00 | |
| VENDOR TOTAL * | | | | | | | 100.00 | |
| 9999999 131554 | 00 | SOLARES, NEFTAI I SOLARES 000654 | 00 | 07/27/2016 | 001-0000-202.04-00 | NEFTAI I SOLARES/CF DEP | 200.00 | |
| VENDOR TOTAL * | | | | | | | 200.00 | |

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| VEND NO INVOICE NO | SEQ# VOUCHER NO | VENDOR NAME P.O. NO | BNK | CHECK/DUE DATE | ACCOUNT NO | ITEM DESCRIPTION | CHECK AMOUNT | EFT, EPAY OR HAND-ISSUED AMOUNT |
|------------------------------------|-----------------------|--|-----|-------------------|--|--|-------------------------|---------------------------------------|
| 0003694 071816 | 00 | SOUTHEAST LIBRARY SYSTEM PI5572 033368 | 00 | 07/27/2016 | 001-2031-455.20-13 | GENERAL | 155.00 | |
| VENDOR TOTAL * | | | | | | | 155.00 | |
| 0003375 1015922 | 00 | STATE OF NEBRASKA - CELLULAR PI5262 032221 | 00 | 07/27/2016 | 001-1015-415.20-12 | BLANKET PURCHASE ORDER | 1,636.43 | |
| VENDOR TOTAL * | | | | | | | 1,636.43 | |
| 0002916 013206 013206 | 00 | STEENBLOCK ERECTORS INC PI5363 032236 PI5364 032236 | 00 | 07/27/2016 | 029-2034-466.20-60 029-2034-466.30-49 | FIELD PURCHASE ORDER FIELD PURCHASE ORDER | 1,462.00 820.50 | |
| VENDOR TOTAL * | | | | | | | 2,282.50 | |
| 0006223 13693 13654 13654 | 00 | T SQUARE SUPPLY LLC PI5450 032001 PI5333 032001 PI5334 032001 | 00 | 07/27/2016 | 001-1206-422.30-79 001-2031-455.20-60 001-2031-455.30-49 | BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER | 30.00 25.00 63.00 | |
| VENDOR TOTAL * | | | | | | | 118.00 | |
| 9999999 132376 | 00 | TACNER, TONY TACNER 000655 | 00 | 07/27/2016 | 001-0000-202.04-00 | TONY TACNER/KEY DEPOSIT | 30.00 | |
| VENDOR TOTAL * | | | | | | | 30.00 | |
| 0004668 2143543 | 00 | TALX UC EXPRESS PI5362 032232 | 00 | 07/27/2016 | 001-1015-415.10-25 | BLANKET PURCHASE ORDER | 337.50 | |
| VENDOR TOTAL * | | | | | | | 337.50 | |
| 0006607 1289 | 00 | THE CROSSER LLC PI5500 033358 | 00 | 07/27/2016 | 001-1206-422.40-18 | GENERAL | 3,200.00 | |
| VENDOR TOTAL * | | | | | | | 3,200.00 | |
| 0006063 7955402 | 00 | TITAN MACHINERY INC (VICTORS) PI5335 032003 | 00 | 07/27/2016 | 012-2025-431.30-56 | BLANKET PURCHASE ORDER | 72.81 | |
| VENDOR TOTAL * | | | | | | | 72.81 | |
| 0005179 230124 | 00 | TRACTOR SUPPLY CREDIT PLAN PI5284 032004 | 00 | 07/27/2016 | 012-2025-431.30-79 | BLANKET PURCHASE ORDER | 199.90 | |
| VENDOR TOTAL * | | | | | | | 199.90 | |
| 0004745 430431 | 00 | UNIQUE MANAGEMENT SERVICES INC PI5496 032405 | 00 | 07/27/2016 | 001-2031-455.20-99 | GENERAL | 80.55 | |
| VENDOR TOTAL * | | | | | | | 80.55 | |
| 9999999 131550 | 00 | VILLASENOR, HORTENCIA VILLASNR000657 | 00 | 07/27/2016 | 001-0000-202.04-00 | HORTENCIA VILLASENOR/CA | 100.00 | |
| VENDOR TOTAL * | | | | | | | 100.00 | |
| 0006496 4739 | 00 | VINCE KUNASEK DESIGN PI5305 033231 | 00 | 07/27/2016 | 001-2042-440.40-13 | GENERAL | 2,700.00 | |

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|--------------------------|-----------------------|---------------------------------|-----|-------------------|--------------------|-------------------------|-----------------|---------------------------------------|
| 0006496 | 00 | VINCE KUNASEK DESIGN | | | | | | |
| | | | | | | VENDOR TOTAL * | 2,700.00 | |
| 9999999 | 00 | WAGNER, DEE | | | | | | |
| 132712 | WAGNER | 000656 | 00 | 07/27/2016 | 001-2027-347.03-00 | DEE WAGNER/CLEM SHELTER | 13.00 | |
| | | | | | | VENDOR TOTAL * | 13.00 | |
| 0003337 | 00 | WASTE CONNECTIONS INC | | | | | | |
| 4584985 | | PI5263 032225 | 00 | 07/27/2016 | 001-1206-422.20-99 | BLANKET PURCHASE ORDER | 157.70 | |
| 4584985 | | PI5264 032225 | 00 | 07/27/2016 | 001-1209-421.20-99 | BLANKET PURCHASE ORDER | 204.19 | |
| 4585049 | | PI5294 032198 | 00 | 07/27/2016 | 001-2026-451.20-99 | GENERAL | 572.67 | |
| 4585049 | | PI5295 032198 | 00 | 07/27/2016 | 001-2027-452.20-99 | GENERAL | 432.97 | |
| 4585049 | | PI5296 032198 | 00 | 07/27/2016 | 001-2028-451.20-99 | GENERAL | 65.00 | |
| 4585049 | | PI5297 032198 | 00 | 07/27/2016 | 001-2029-451.20-99 | GENERAL | 266.00 | |
| 4585049 | | PI5298 032198 | 00 | 07/27/2016 | 001-2030-451.20-99 | GENERAL | 347.00 | |
| 4584876 | | PI5266 032226 | 00 | 07/27/2016 | 001-2031-455.20-99 | BLANKET PURCHASE ORDER | 66.92 | |
| 4585049 | | PI5299 032198 | 00 | 07/27/2016 | 001-2042-440.20-99 | GENERAL | 63.52 | |
| 4584985 | | PI5265 032225 | 00 | 07/27/2016 | 012-2025-431.20-99 | BLANKET PURCHASE ORDER | 191.87 | |
| | | | | | | VENDOR TOTAL * | 2,367.84 | |
| 0005116 | 00 | WIESE PLUMBING & EXCAVATING INC | | | | | | |
| 1378 | | PI5515 032025 | 00 | 07/27/2016 | 001-2026-451.20-60 | BLANKET PURCHASE ORDER | 100.00 | |
| 1378 | | PI5516 032025 | 00 | 07/27/2016 | 001-2026-451.30-49 | BLANKET PURCHASE ORDER | 156.95 | |
| 1040 | | PI5514 032025 | 00 | 07/27/2016 | 001-2027-452.40-13 | BLANKET PURCHASE ORDER | 245.25 | |
| 1395 | | PI5517 032025 | 00 | 07/27/2016 | 001-2027-452.20-60 | BLANKET PURCHASE ORDER | 75.00 | |
| 1395 | | PI5518 032025 | 00 | 07/27/2016 | 001-2027-452.30-49 | BLANKET PURCHASE ORDER | 67.65 | |
| 1388 | | PI5405 032025 | 00 | 07/27/2016 | 001-2028-451.20-60 | BLANKET PURCHASE ORDER | 150.00 | |
| 1388 | | PI5406 032025 | 00 | 07/27/2016 | 001-2028-451.30-49 | BLANKET PURCHASE ORDER | 33.75 | |
| 1315 | | PI5360 032025 | 00 | 07/27/2016 | 001-2029-451.20-60 | BLANKET PURCHASE ORDER | 70.00 | |
| | | | | | | VENDOR TOTAL * | 898.60 | |
| 0005518 | 00 | WINDSTREAM OF THE MIDWEST INC | | | | | | |
| 4027272630 | 0716 | PI5372 032282 | 00 | 07/27/2016 | 001-1015-415.20-12 | BLANKET PURCHASE ORDER | 81.00 | |
| | | | | | | VENDOR TOTAL * | 81.00 | |
| 9999999 | 00 | WOODS, SHANNON | | | | | | |
| 131566 | WOODS | 000658 | 00 | 07/27/2016 | 001-0000-202.04-00 | SHANNON WOODS/KEY DEP | 30.00 | |
| | | | | | | VENDOR TOTAL * | 30.00 | |
| 0005115 | 00 | WRIGHT, NANCY L | | | | | | |
| 070416 | | PI5422 032331 | 00 | 07/27/2016 | 001-1209-421.20-99 | GENERAL | 25.00 | |
| 071216 | | PI5423 032331 | 00 | 07/27/2016 | 001-1209-421.20-99 | GENERAL | 25.00 | |
| | | | | | | VENDOR TOTAL * | 50.00 | |
| 0003339 | 00 | WSI CORPORATION | | | | | | |
| INV00013589 | | PI5410 032227 | 00 | 07/27/2016 | 029-2034-466.20-99 | GENERAL | 417.00 | |
| | | | | | | VENDOR TOTAL * | 417.00 | |
| 0002387 | 00 | ZOLL MEDICAL CORPORATION | | | | | | |

PROGRAM: GM339L

AS OF: 07/27/2016

PAYMENT DATE: 07/27/2016

City of Fremont

General Fund

BANK: 00

| VEND NO INVOICE NO | SEQ# VOUCHER NO | VENDOR NAME P.O. NO | BNK NO | CHECK/DUE DATE | ACCOUNT NO | ITEM DESCRIPTION | CHECK AMOUNT | EFT, EPAY OR HAND-ISSUED AMOUNT |
|--------------------------|-----------------------|--|-----------|-------------------|--------------------|----------------------|-----------------|---------------------------------------|
| 0002387 2396206 | 00 | ZOLL MEDICAL CORPORATION PI5387 033323 | 00 | 07/27/2016 | 001-1206-422.30-33 | GENERAL | 420.00 | |
| | | | | | | VENDOR TOTAL * | 420.00 | |
| 0005631 SS17803 | 00 | 3M (TRAFFIC SAFETY SYSTEMS) PI5271 033306 | 00 | 07/27/2016 | 012-2025-431.30-76 | FIELD PURCHASE ORDER | 351.00 | |
| | | | | | | VENDOR TOTAL * | 351.00 | |
| 0001337 MAY19 2016 | 00 | 30 BOWL PI5394 031900 | 00 | 07/27/2016 | 001-2029-451.20-16 | GENERAL | 972.00 | |
| | | | | | | VENDOR TOTAL * | 972.00 | |
| 0002910 100115 | 00 | 5TH SEASON INC PI5377 033031 | 00 | 07/27/2016 | 001-2031-455.20-99 | GENERAL | 75.00 | |
| 160617 | 063016 | PI5531 033031 | 00 | 07/27/2016 | 001-2031-455.20-99 | GENERAL | 220.00 | |
| 272694 | 071216 | PI5532 033031 | 00 | 07/27/2016 | 001-2031-455.20-99 | GENERAL | 75.00 | |
| 17969 | | PI5569 033353 | 00 | 07/27/2016 | 001-2031-455.20-60 | GENERAL | 52.00 | |
| | | | | | | VENDOR TOTAL * | 422.00 | |
| | | 00 General Fund | | | | BANK TOTAL * | 378,169.52 | 27,695.06 |

PROGRAM: GM339L

AS OF: 07/27/2016

PAYMENT DATE: 07/27/2016

City of Fremont

Employee Benefits

BANK: 01

| VEND NO INVOICE NO | SEQ# VOUCHER NO | VENDOR NAME P.O. NO | BNK | CHECK/DUE DATE | ACCOUNT NO | ITEM DESCRIPTION | CHECK AMOUNT | EFT, EPAY OR HAND-ISSUED AMOUNT |
|--------------------------|-----------------------|----------------------------|-----|-------------------|--------------------|-------------------------|-----------------|---------------------------------------|
| 0005708 | 00 | REGIONAL CARE INC | | | | | | |
| 07/13/16 | MANUAL000627 | | 01 | 07/13/2016 | 060-0660-442.70-01 | 07/13/16 MANUAL CLAIMS | CHECK #: 100795 | 124,094.06 |
| 07/13/16 | MANUAL000628 | | 01 | 07/13/2016 | 060-0660-443.70-01 | 07/13/16 MANUAL CLAIMS | CHECK #: 100795 | 3,302.08 |
| 07/13/16 | MANUAL000629 | | 01 | 07/13/2016 | 060-0660-444.70-01 | 07/13/16 MANUAL CLAIMS | CHECK #: 100795 | 353.60 |
| 07/18/16 | MANUAL000631 | | 01 | 07/18/2016 | 060-0660-444.70-01 | 07/18/16 AUTO CLAIMS | CHECK #: 100797 | 5,024.19 |
| 07/20/16 | MANUAL000634 | | 01 | 07/20/2016 | 060-0660-442.70-01 | 07/20/16 MANUAL CLAIMS | CHECK #: 100798 | 69,368.30 |
| 07/20/16 | MANUAL000635 | | 01 | 07/20/2016 | 060-0660-443.70-01 | 07/20/16 MANUAL CLAIMS | CHECK #: 100798 | 6,776.31 |
| 07/20/16 | MANUAL000636 | | 01 | 07/20/2016 | 060-0660-444.70-01 | 07/20/16 MANUAL CLAIMS | CHECK #: 100798 | 294.54 |
| | | | | | | VENDOR TOTAL * | .00 | 209,213.08 |
| 0003405 | 00 | WORKERS' COMPENSATION FUND | | | | | | |
| 20160715 | MANUAL000630 | | 01 | 07/15/2016 | 061-0000-101.12-00 | Bring Acct Back to Base | CHECK #: 100796 | 20,533.07 |
| | | | | | | VENDOR TOTAL * | .00 | 20,533.07 |
| | | 01 Employee Benefits | | | | BANK TOTAL * | .00 | 229,746.15 |

PROGRAM: GM339L

AS OF: 07/27/2016

PAYMENT DATE: 07/27/2016

City of Fremont

Keno Fund

BANK: 04

| VEND NO | SEQ# | VENDOR NAME | BNK | CHECK/DUE | ACCOUNT | ITEM | CHECK | EFT, EPAY OR |
|-----------|---------|----------------------|-----|------------|--------------------|----------------------|-----------|--------------|
| INVOICE | VOUCHER | P.O. | | DATE | NO | DESCRIPTION | AMOUNT | HAND-ISSUED |
| NO | NO | NO | | | | | | AMOUNT |
| 0003558 | 00 | NEBR DEPT OF REVENUE | | | | | | |
| 770191 | 0616 | PI5520 032096 | 04 | 07/27/2016 | 020-2066-490.60-11 | FIELD PURCHASE ORDER | 24,690.00 | |
| | | | | | | VENDOR TOTAL * | 24,690.00 | |
| 0003400 | 00 | VILLAGE OF INGLEWOOD | | | | | | |
| JUNE 2016 | | PI5519 032095 | 04 | 07/27/2016 | 020-2066-490.60-15 | FIELD PURCHASE ORDER | 1,905.06 | |
| | | | | | | VENDOR TOTAL * | 1,905.06 | |
| | | | 04 | | | Keno Fund | | |
| | | | | | | BANK TOTAL * | 26,595.06 | |

PROGRAM: GM339L

AS OF: 07/27/2016

PAYMENT DATE: 07/27/2016

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 |
| 0001301 | 00 | RUMPS FURNACE AND HARDWARE INC | | | | | | |
| 1607070001 | | PI5573 033370 | 08 | 07/27/2016 | 031-0782-465.70-00 | BLANKET PURCHASE ORDER | 15,695.00 | |
| | | | | | | VENDOR TOTAL * | 15,695.00 | |
| | | | 08 | CDBG Clearing | | BANK TOTAL * | 15,695.00 | |

BANK: 09

| VEND NO INVOICE NO | SEQ# VOUCHER NO | VENDOR NAME P.O. NO | BNK NO | CHECK/DUE DATE | ACCOUNT NO | ITEM DESCRIPTION | CHECK AMOUNT | EFT, EPAY OR HAND-ISSUED AMOUNT |
|---------------------------|-----------------------|--|-----------|--------------------------|--|--|-----------------------|---------------------------------------|
| 0003467 342478 | 00 | APCO INTERNATIONAL INC PI5432 033171 | 09 | 07/27/2016 | 033-0789-421.20-13 | BLANKET PURCHASE ORDER | 439.00 | |
| | | | | | | VENDOR TOTAL * | 439.00 | |
| 0005568 10588 10588 | 00 | GIS WORKSHOP LLC PI5438 033361 PI5439 033361 | 09 | 07/27/2016 07/27/2016 | 033-0789-421.20-65 033-0789-421.20-65 | BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER | 2,331.00 14,319.00 | |
| | | | | | | VENDOR TOTAL * | 16,650.00 | |
| 0004678 3868211 | 00 | LANGUAGE LINE SERVICES PI5416 032287 | 09 | 07/27/2016 | 033-0789-421.20-99 | BLANKET PURCHASE ORDER | 127.89 | |
| | | | | | | VENDOR TOTAL * | 127.89 | |
| 0006199 7893 | 00 | PREMIER STAFFING INC PI5291 032027 | 09 | 07/27/2016 | 033-0789-421.20-35 | BLANKET PURCHASE ORDER | 30.00 | |
| | | | | | | VENDOR TOTAL * | 30.00 | |
| 0006203 160700466 | 00 | SCREENING ONE INC PI5315 030844 | 09 | 07/27/2016 | 033-0789-421.20-99 | BLANKET PURCHASE ORDER | 29.00 | |
| | | | | | | VENDOR TOTAL * | 29.00 | |
| 0004196 4026542437 | 00 0716 | WESTEL SYSTEMS PI5417 032288 | 09 | 07/27/2016 | 033-0789-421.20-12 | BLANKET PURCHASE ORDER | 177.52 | |
| | | | | | | VENDOR TOTAL * | 177.52 | |
| | | | 09 | E911 | | BANK TOTAL * | 17,453.41 | |
| | | | | | | HAND ISSUED TOTAL *** | | 229,746.15 |
| | | | | | | EFT/EPAY TOTAL *** | | 27,695.06 |
| | | | | | | TOTAL EXPENDITURES **** | 437,912.99 | 257,441.21 |
| | | | | | GRAND TOTAL | ***** | | 695,354.20 |

STAFF REPORT

TO: Honorable Mayor and City Council
Board of Public Works

FROM: Brian Newton, General Manager
Department of Utilities

DATE: July 06, 2016

SUBJECT: Powder Activated Carbon Agreement

Recommendation: Approve resolution to amend powdered activated carbon agreement with Cabot Norit

BACKGROUND:

Nebraska Department of Environmental Quality requires Powdered Activated Carbon (PAC) injection in boiler #8 at the Lon D. Wright facility.

In 2015 we solicited for the PAC supply and entered a one year agreement with Cabot Norit with the option of taking five, one year extensions. Cabot Norit has offered us a one year extension with no cost adjustments. Our legal team has reviewed proposed extension and has no suggestions.

The Board of Public Works accepted staff's recommendation and seeks the City Council's approval to execute the first amendment to the powdered activated carbon supply agreement with Cabot Norit.

FISCAL IMPACT:

FY 2016/2017 operating budget expenditure of \$85,000

RESOLUTION NO. _____

A Resolution of the City Council of the City of Fremont, Nebraska, to amend the powered activated carbon agreement with Cabot Norit Americas accepting a one-year extension of the agreement with no cost adjustments.

WHEREAS, the City of Fremont entered into a one-year agreement with Cabot Norit Americas on August 9, 2015 for powered activated carbon injected into the Lon D. Wright #8 boiler to meet emission regulations; and,

WHEREAS, the agreement can be extended each year for five years; and,

WHEREAS, the Board of Public Works has reviewed and accepted an offer by Cabot Norit Americas to exercise the option to extend the agreement for another year with no cost adjustments to the cost of carbon.

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council accept the recommendation of the Board of Public Works to amend the current agreement to accept a one-year extension of the terms with Cabot Norit Americas for powered activated carbon at the same cost.

PASSED AND APPROVED THIS _____ DAY OF _____, 2016

Scott Getzschman, Mayor

ATTEST:

Tyler Ficken, City Clerk

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Chief of Police Jeff Elliott
DATE: 07-21-2016
SUBJECT: Wal-Mart Foundation Community Grant Program

Recommendation: Allow the Police Department to apply for the grant

Background: The Wal-Mart Foundation Community Grant Program has approached the City of Fremont Police about the possibility of giving this agency a grant of \$1000 for the purchase of certain police equipment or the furtherance of certain police programs. We are requesting permission to apply for the grant and use the proceeds toward a yet to be decided program or equipment.

Fiscal Impact: \$1000 toward a police program or equipment

For City Clerk use:

_____ 1st
_____ 2nd
_____ ayes _____ nays

10A1

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Paul A. Payne, City Attorney

DATE: July, 2016

SUBJECT: Acknowledge the receipt of tort claim filed by Victor Granillo Alvarez

RECOMMENDATION: A approve acknowledgement of the Tort Claim filed by Victor Granillo Alvarez

BACKGROUND; The City of Fremont has received a Notice of Tort Claim on behalf of Victor Granillo Alvarez alleging certain claims in connection with an alleged flooding which occurred on or about June 18, 2016 at 1540 West 10th Street, Fremont, Nebraska.

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

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

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

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

Fiscal Impact: unknown

TORT CLAIM SUBMISSION FORM

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

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

Please complete the following:

Claimant Name: Victor Granillo Alvarez Phone Number: ~~XXXXXXXXXX~~

Claimant Address: 1540 W 10th St Fremont NE 68025

Date of Loss: 06-18-2016

Location of Loss: 1540 W 10th St #

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

The cleaning company had to pull all carpets. we also lost a king size bed and a computer.

Witness Name: Claudia Payer Colindres Witness Phone: ~~XXXXXXXXXX~~

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

Other: _____ (Check all that apply)

[Signature]
Signature of Claimant

7-11-16
Date

VICTOR GRANILLO ALVAREZ
Printed Name of Claimant

SCANNED

JUL 12 2016
BY: [Signature]

RECEIVED
JUL 11 2016

City Department Involved: _____

[Signature]

Please select a state in the drop-down list:

2790G123



Insured Victor Granillo - Alvarez

Claim Number 2790G123

**Authorization to Repair
(To be signed prior to beginning services/repairs)**

TO: State Farm Fire and Casualty Company

I have agreed to use the State Farm Premier Service® Program. I understand the use of this program is voluntary and I have been offered the opportunity to choose any independent contractor and/or independent service provider(s) participating in the State Farm Premier Service Program. I also understand they are independent contractors and/or independent service providers hired by me and not by the State Farm Insurance Companies. I understand State Farm® is paying for the repairs to the property damage covered under my policy, subject to the deductible and the policy's terms and conditions, and that State Farm is not exercising its option under the insurance contract to repair or replace any part of the property damage.

I have selected and authorized ServiceMaster Restoration Services to perform repairs as indicated on their estimate due to loss on: 6/18/16 I understand my deductible is payable to the authorized independent contractor and/or independent service provider(s).

I agree to pay my independent contractor and/or service provider(s) for any repairs, or additional improvements made at my direction, that are not covered under my policy.

(Date) 6/18/16

(Year) 2016

(Insured Signature)

| | |
|--|-------------------------|
| <u>To be completed by the contractor</u> | |
| Repair Start Date: <u>6/18/2016</u> | Time: <u>11:15 A.M.</u> |
| Estimated Completion Date: | |

State Farm® insurance policies, applications, forms and required notices are written in English. This document has been translated for your convenience. In the event of any difference in interpretation, the English language version controls.

1002036
105296

12.07.20.2010

NE

Asegurado

Número de Reclamo

**Autorización Para Reparar
(Para ser firmado antes de comenzar los servicios/las reparaciones)**

A: State Farm Fire and Casualty Company

He acordado usar el Programa Premier Service®. Entiendo que el uso de este programa es voluntario y que me ofrecieron la oportunidad de seleccionar a cualquier contratista independiente y/o proveedor(es) de servicios independiente(s) que participe(n) en el Programa Premier Service de State Farm. Además, entiendo que estos son contratistas independientes y/o proveedores de servicios independientes contratados por mí mismo y no por State Farm Insurance Companies. Entiendo que State Farm pagará por las reparaciones de la propiedad dañada cubierta según mi póliza, sujeta al deducible y a los términos y condiciones de la póliza, y que State Farm no ejercita su opción bajo el contrato de seguro para reparar o reemplazar cualquier parte de la propiedad dañada.

Yo he seleccionado y autorizo a ServiceMaster Restoration Services para realizar las reparaciones según se indica en su presupuesto, por una pérdida que ocurrió el 6/18/16. Entiendo que debo pagar mi deducible al contratista independiente y/o al(a los) proveedor(es) de servicios independiente(s) autorizado(s).

ServiceMaster

2790G123

ServiceMaster Restoration Services
13510 Giles Rd.
Omaha, NE 68138
402-932-5477

Insured: Granillo-Alvarez, Victor
Property: 1540 W Tenth St
Fremont, NE 68025
Home: 1540 W Tenth St
Fremont, NE 68025

Home: ~~XXXXXXXXXX~~
Cell: ~~XXXXXXXXXX~~

Claim Number: 2790G123

Policy Number:

Type of Loss: Water

Date of Loss: 6/17/2016
Date Inspected:

Date Received: 6/18/2016 4:54 AM
Date Entered: 6/21/2016 3:16 PM

Price List: NEOM8X_JUN16
Restoration/Service/Remodel
Estimate: GRANILLO-ALVAREZ_VI

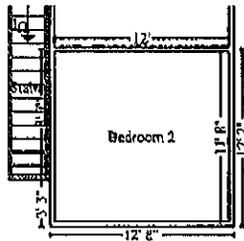
ServiceMaster

27909123

ServiceMaster Restoration Services
 13510 Giles Rd.
 Omaha, NE 68138
 402-932-5477

CONTINUED - Living Room

| DESCRIPTION | QTY | REMOVE | REPLACE | TAX | TOTAL |
|---|----------|--------|---------|---------------|-----------------|
| 12. Drill holes for wall cavity drying | 1.00 EA | 0.00 | 0.38 | 0.03 | 0.41 |
| 13. Content Manipulation charge - per hour | 2.00 HR | 0.00 | 25.36 | 3.55 | 54.27 |
| 18. Dehumidifier (per 24 hour period) - XLarge - No monitoring 1 Dehumidifier for 4 Days | 4.00 EA | 0.00 | 101.25 | 28.35 | 433.35 |
| 19. Air mover (per 24 hour period) - No monitoring 7 Air Movers for 4 Days | 28.00 EA | 0.00 | 24.95 | 48.90 | 747.50 |
| Totals: Living Room | | | | 117.60 | 1,797.55 |



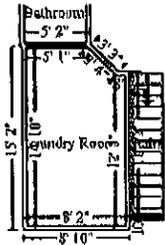
Bedroom 2

Height: 8'

| | |
|---------------------------|--------------------------|
| 378.67 SF Walls | 140.00 SF Ceiling |
| 518.67 SF Walls & Ceiling | 140.00 SF Floor |
| 15.56 SY Flooring | 47.33 LF Floor Perimeter |
| 47.33 LF Ceil. Perimeter | |

| DESCRIPTION | QTY | REMOVE | REPLACE | TAX | TOTAL |
|---|-----------|--------|---------|--------------|---------------|
| 4. Tear out wet non-salvageable carpet, cut & bag for disp. | 140.00 SF | 0.43 | 0.00 | 4.85 | 65.05 |
| 5. Tear out wet carpet pad and bag for disposal | 140.00 SF | 0.41 | 0.00 | 4.65 | 62.05 |
| 6. Water extraction from carpeted floor | 140.00 SF | 0.00 | 0.44 | 4.31 | 65.91 |
| 7. Tear out baseboard | 47.33 LF | 0.35 | 0.00 | 1.16 | 17.73 |
| 8. Drill holes for wall cavity drying | 47.33 EA | 0.00 | 0.38 | 1.26 | 19.25 |
| 17. Air mover (per 24 hour period) - No monitoring 2 Air Movers for 4 Days | 8.00 EA | 0.00 | 24.95 | 13.97 | 213.57 |
| Totals: Bedroom 2 | | | | 30.20 | 443.56 |

ServiceMaster Restoration Services
 13510 Giles Rd.
 Omaha, NE 68138
 402-932-5477



Laundry Room

Height: 8'

| | |
|---------------------------|--------------------------|
| 356.22 SF Walls | 116.34 SF Ceiling |
| 472.57 SF Walls & Ceiling | 116.34 SF Floor |
| 12.93 SY Flooring | 44.53 LF Floor Perimeter |
| 44.53 LF Ceil. Perimeter | |

| DESCRIPTION | QTY | REMOVE | REPLACE | TAX | TOTAL |
|---|-----------|--------|---------|---------------|-----------------|
| 20. Dehumidifier (per 24 hour period) - XLarge - No monitoring 1 Dehumidifier for 4 Days | 4.00 EA | 0.00 | 101.25 | 28.35 | 433.35 |
| 21. Air mover (per 24 hour period) - No monitoring 2 Air Movers for 4 Days | 8.00 EA | 0.00 | 24.95 | 13.97 | 213.57 |
| 22. Water extraction from hard surface floor | 116.34 SF | 0.00 | 0.20 | 1.63 | 24.90 |
| Totals: Laundry Room | | | | 43.95 | 671.82 |
| Total: Main Level | | | | 231.63 | 3,522.62 |
| Line Item Totals: GRANILLO-ALVAREZ_VI | | | | 231.63 | 3,522.62 |

Grand Total Areas:

| | | |
|-----------------------------|------------------------------------|-------------------------------|
| 2,662.51 SF Walls | 990.09 SF Ceiling | 3,652.60 SF Walls and Ceiling |
| 1,019.72 SF Floor | 113.30 SY Flooring | 323.99 LF Floor Perimeter |
| 0.00 SF Long Wall | 0.00 SF Short Wall | 322.09 LF Ceil. Perimeter |
| 1,019.72 Floor Area | 1,135.59 Total Area | 2,176.69 Interior Wall Area |
| 1,236.03 Exterior Wall Area | 137.34 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 | |

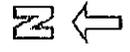
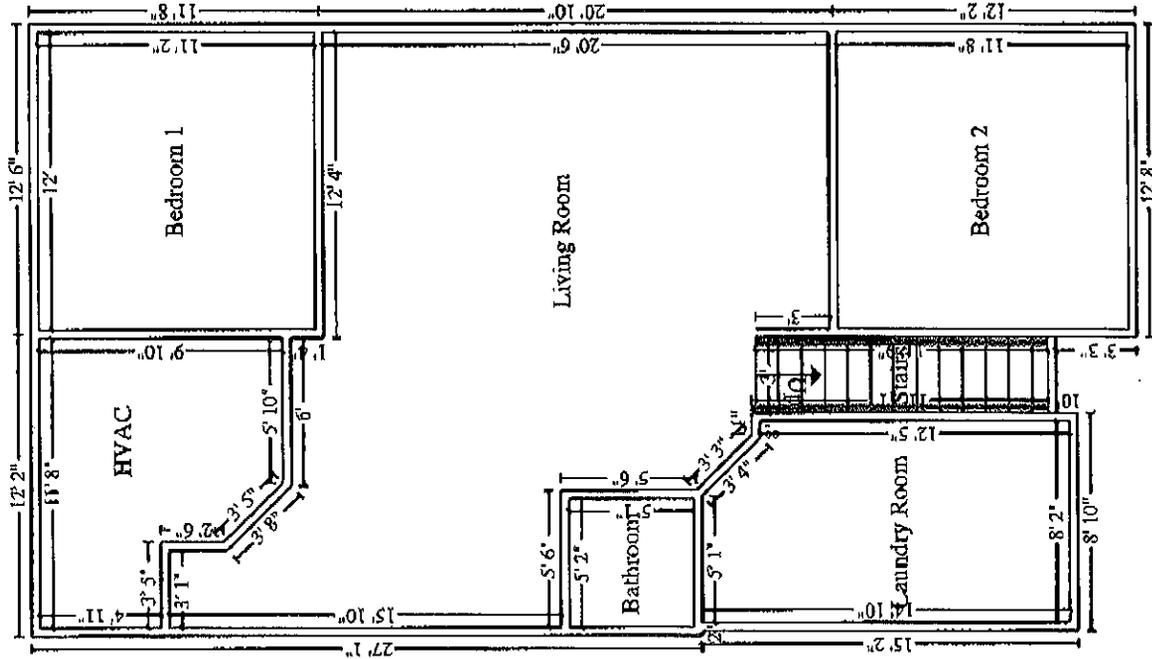
ServiceMaster

2790G123

ServiceMaster Restoration Services
13510 Giles Rd.
Omaha, NE 68138
402-932-5477

Summary for Dwelling

| | |
|-------------------------------|-------------------|
| Line Item Total | 3,290.99 |
| Material Sales Tax | 1.18 |
| Subtotal | 3,292.17 |
| Total Tax | 230.45 |
| Replacement Cost Value | \$3,522.62 |
| Net Claim | \$3,522.62 |



STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Paul A. Payne, City Attorney

DATE: July, 2016

SUBJECT: Acknowledge the receipt of tort claim filed by Cristian Ovidio Barcenas

RECOMMENDATION: A approve acknowledgement of the Tort Claim filed by Cristian Ovidio Barcenas

BACKGROUND; The City of Fremont has received a Notice of Tort Claim on behalf of Cristian Ovidio Barcenas alleging certain claims in connection with an alleged flooding which occurred on or about June 18, 2016 at 1045 North Davenport Avenue, Fremont, Nebraska.

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

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

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

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

Fiscal Impact: unknown

TORT CLAIM SUBMISSION FORM

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

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

Please complete the following:

Claimant Name: Cristian Barcenas Phone Number: ~~XXXXXXXXXXXX~~

Claimant Address: 1045 N. Davenport Ave.

Date of Loss: 6-18-16

Location of Loss: 1045 N. Davenport Ave. Fremont, NE 68025

Description of Loss (use another sheet of paper if necessary):
I woke up at 3:30 a.m. because my brother in law call me to check the basement and there was like 1 inch of water and water kept coming in. I did call insurance and they told me to call a company to clean the water and they will send the bill to insurance. few days later insurance didn't cover it. see next page. told me they

Witness Name: Danie Alvarez Witness Phone: ~~XXXXXXXXXXXX~~

Attachments: Photo(s): Estimates: 3582.69 Medical Bill(s): NA

Other: _____ (Check all that apply)

Cristian Barcenas
Signature of Claimant

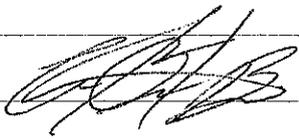
7-12-16
Date

Cristian Ovidio Barcenas
Printed Name of Claimant

City Department Involved: _____

SCANNED
JUL 13 2016

My office Cabinet got damage, wood floor
in the office got damage, Cloth on boxes, two
Cabinets, basemant vinyl floor got damage,
~~couch~~ couch, and I pay out of my pocket
the Cleaning bill.

A handwritten signature in black ink, appearing to be 'A. B.', written in a cursive style.



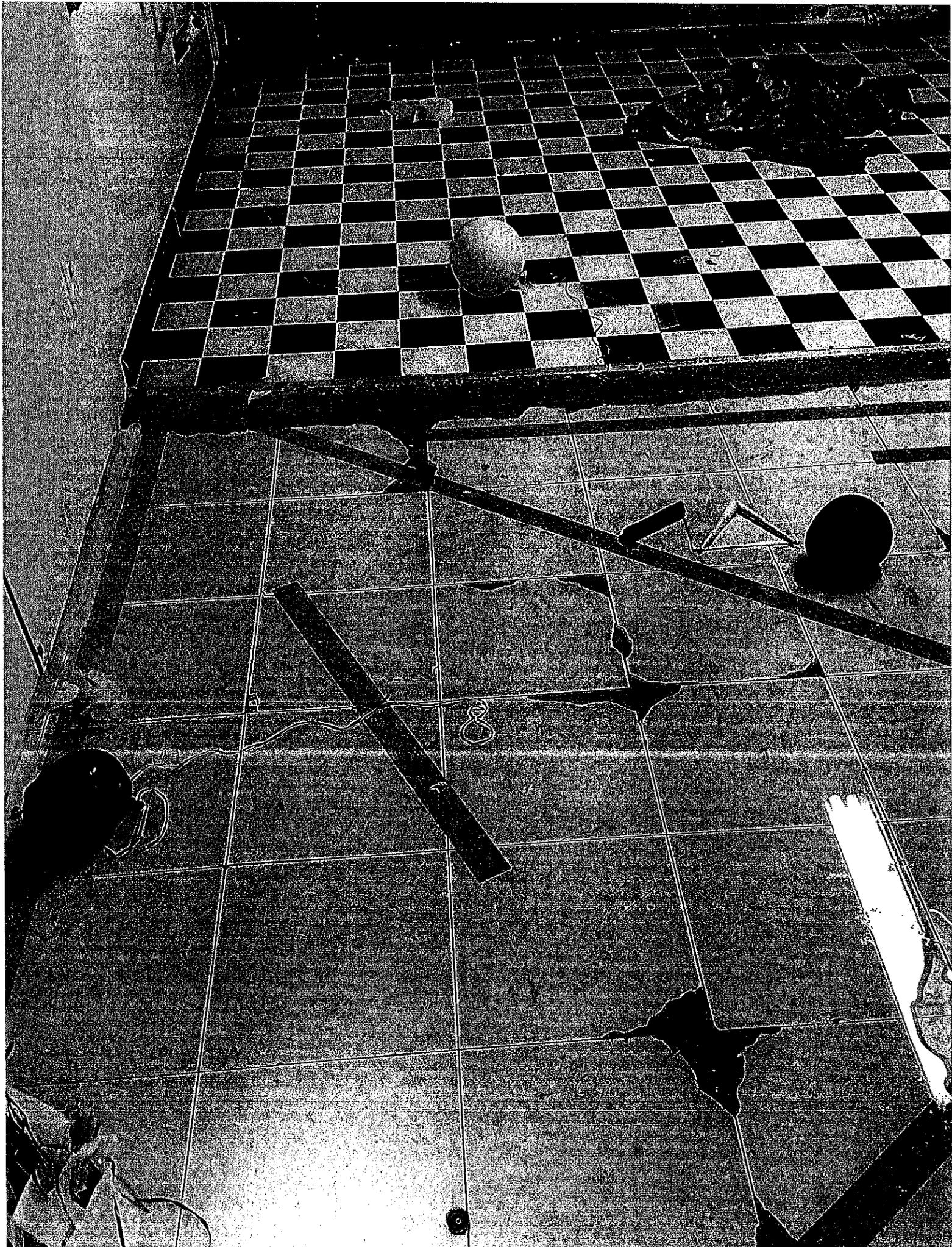
BE CAREFUL
DO NOT OPEN
HERE

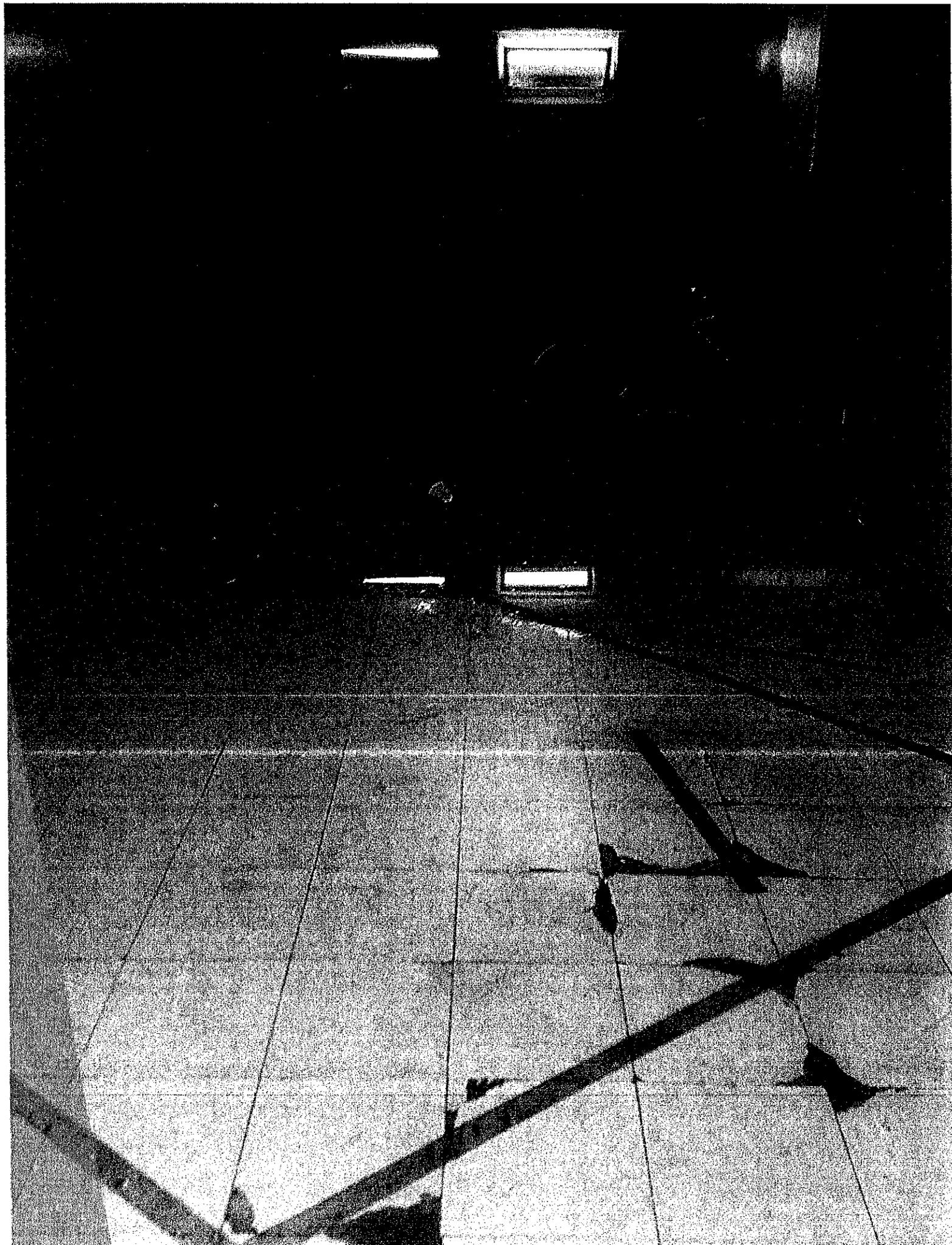
PIXMA
SERIES

BE CAREFUL
DO NOT OPEN
HERE

PIXMA i250
with USB Cable

PIXMA
SERIES
DO NOT OPEN
HERE













STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Paul A. Payne, City Attorney

DATE: July, 2016

SUBJECT: Acknowledge the receipt of tort claim filed by Joel A. Barcenes

RECOMMENDATION: A approve acknowledgement of the Tort Claim filed by Joel A. Barcenes

BACKGROUND; The City of Fremont has received a Notice of Tort Claim on behalf of Joel A. Barcenes alleging certain claims in connection with an alleged flooding which occurred on or about June 18, 2016 at 1822 Austin Lane, Fremont, Nebraska.

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

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

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

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

Fiscal Impact: unknown

TORT CLAIM SUBMISSION FORM

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

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

Please complete the following:

Claimant Name: Joel A. Barcenas Phone Number: ~~XXXXXXXXXX~~

Claimant Address: 1822 Austin Lane Fremont NE 68025

Date of Loss: 6-18-16

Location of Loss: Same as above.

Description of Loss (use another sheet of paper if necessary): Drain Backed up
Carpet, 1 sofa, 1 organ, 2 beds, a computer desk
TV Stand, Christmas Tree and lights, Luggage bags, 7
all these items were in the basement!

Witness Name: Nory Y Barcenas Witness Phone: ~~XXXXXXXXXX~~

Attachments: _____ Photo(s): _____ Estimates: 5500 Medical Bill(s): _____

Other: _____ (Check all that apply)

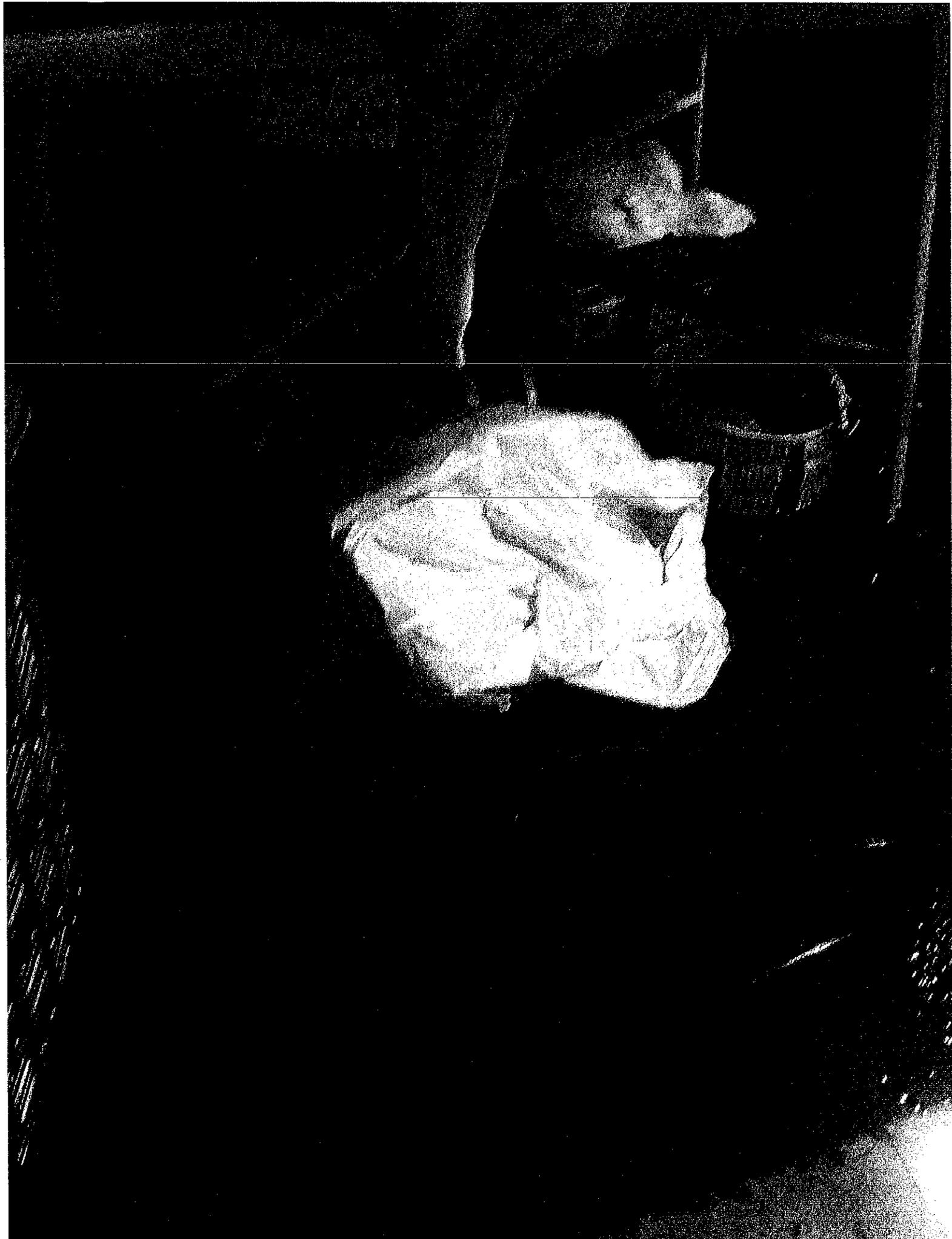
Joel A. Barcenas
Signature of Claimant

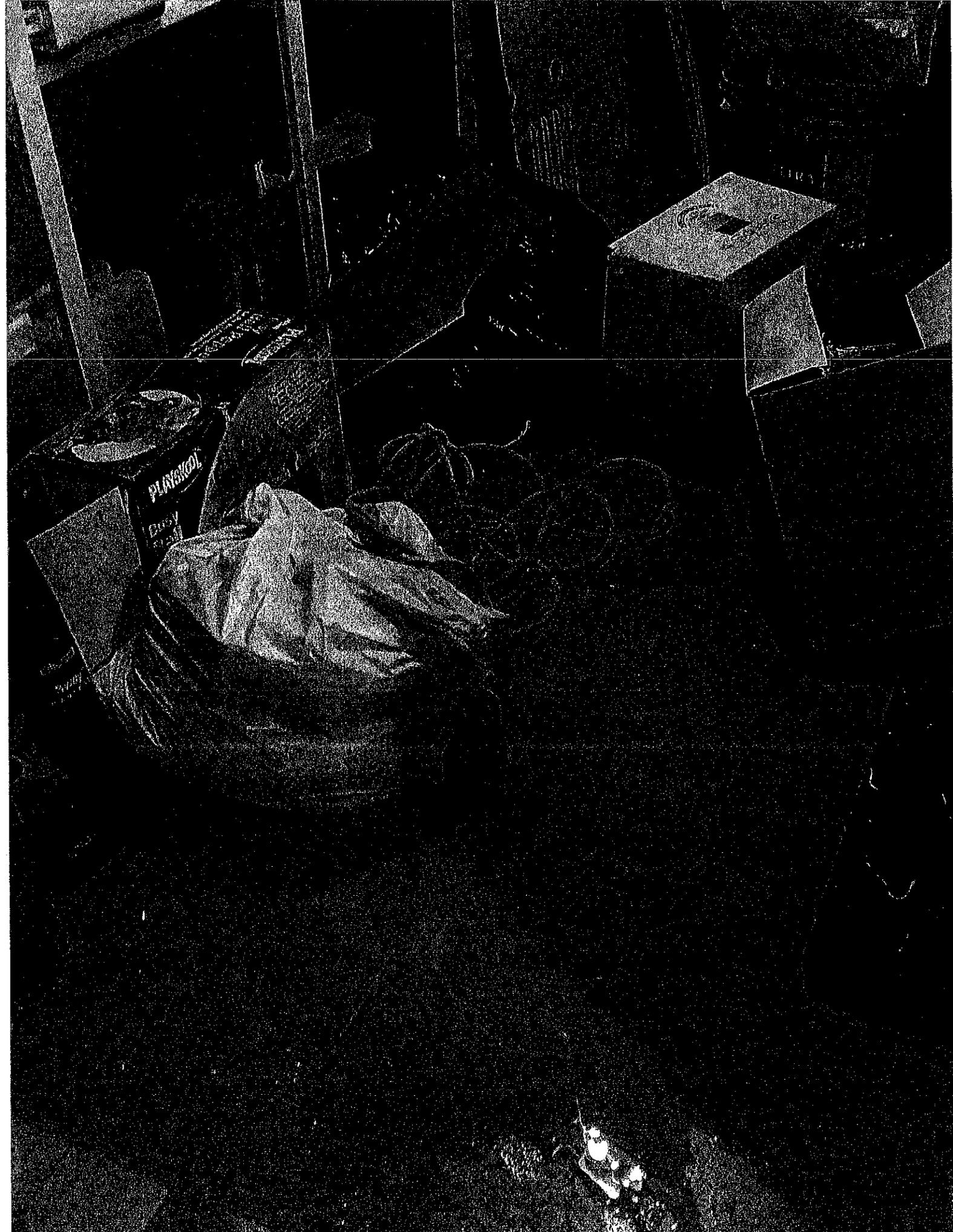
7-12-16
Date

Joel A. Barcenas
Printed Name of Claimant

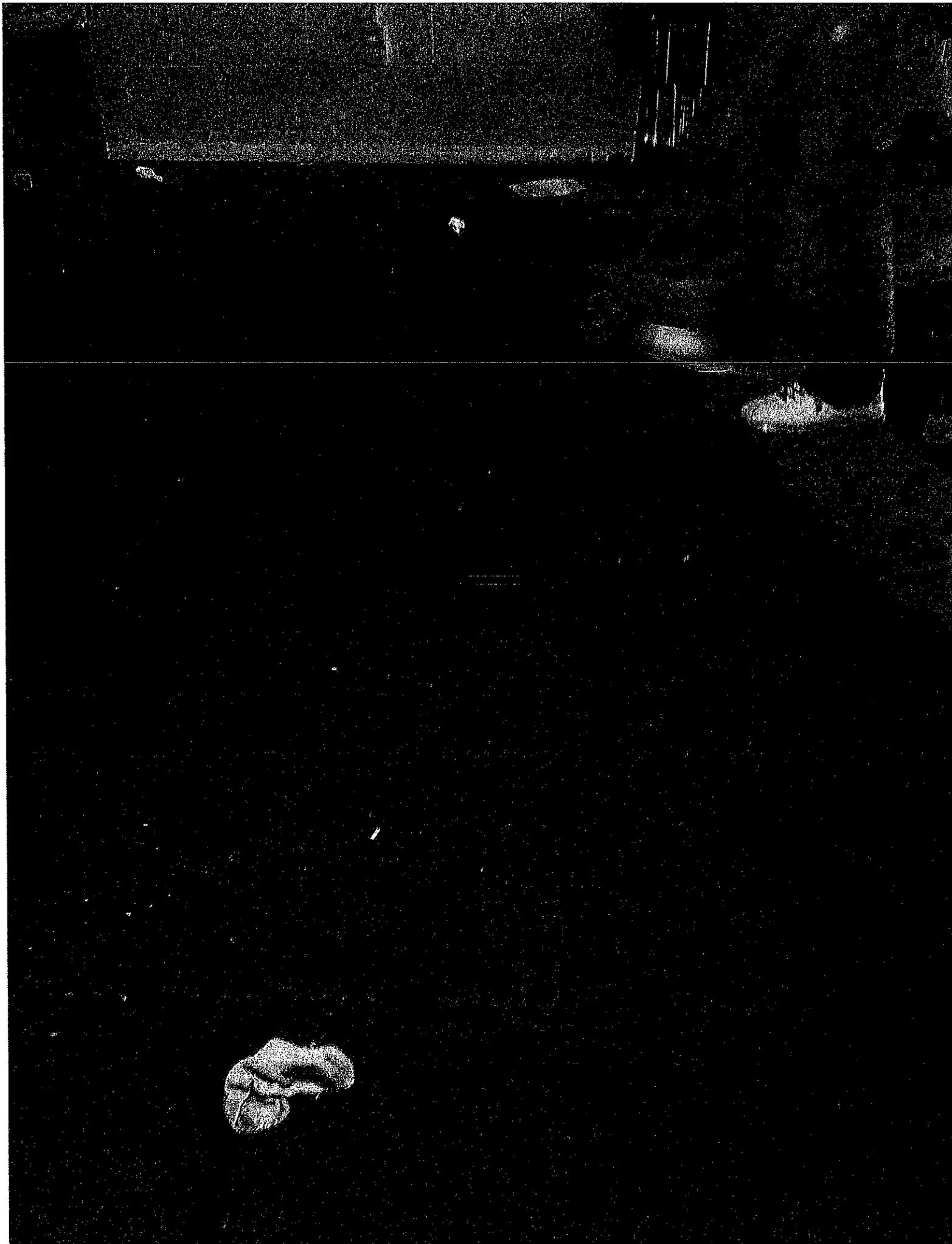
City Department Involved: _____

SCANNED
JUL 13 2016

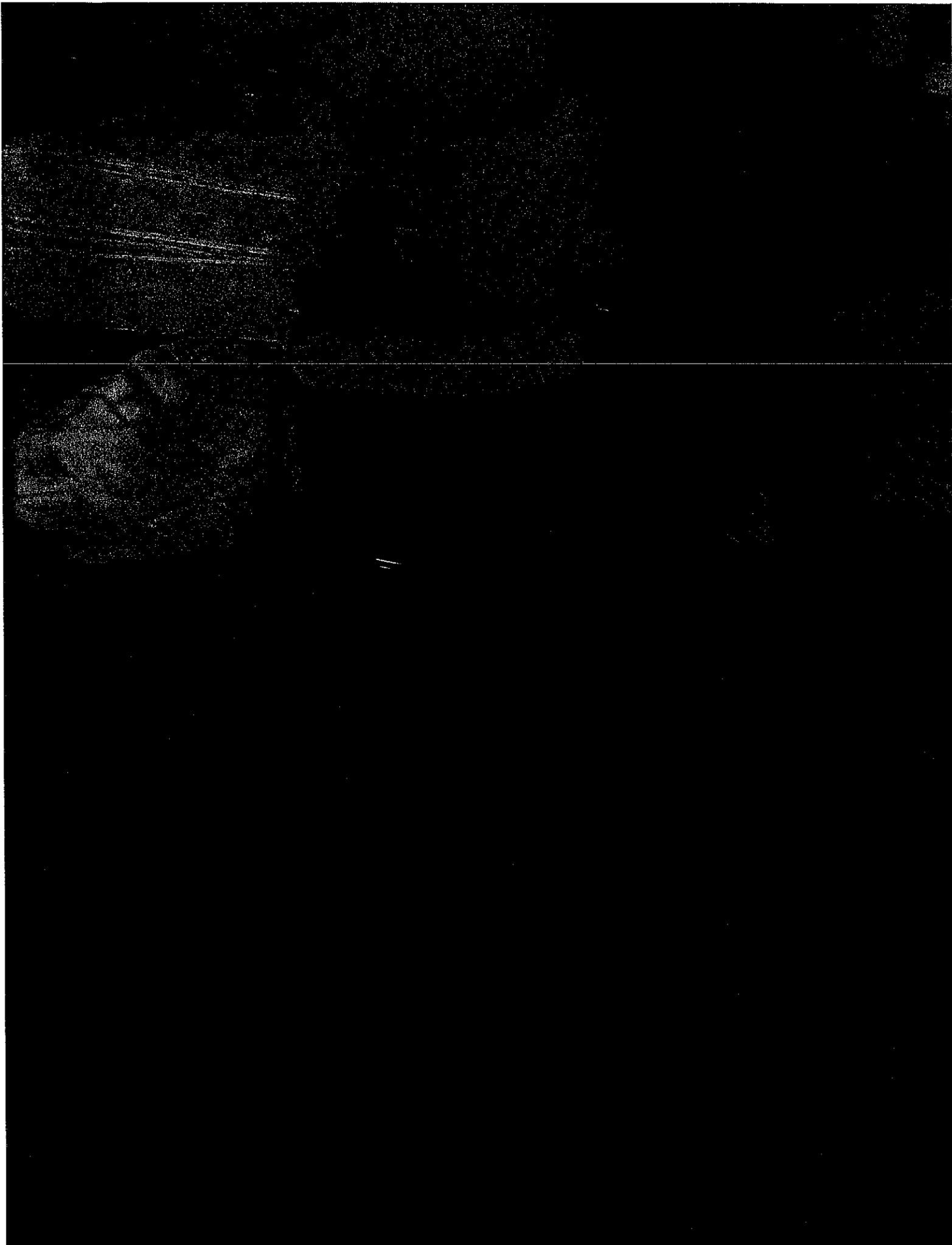


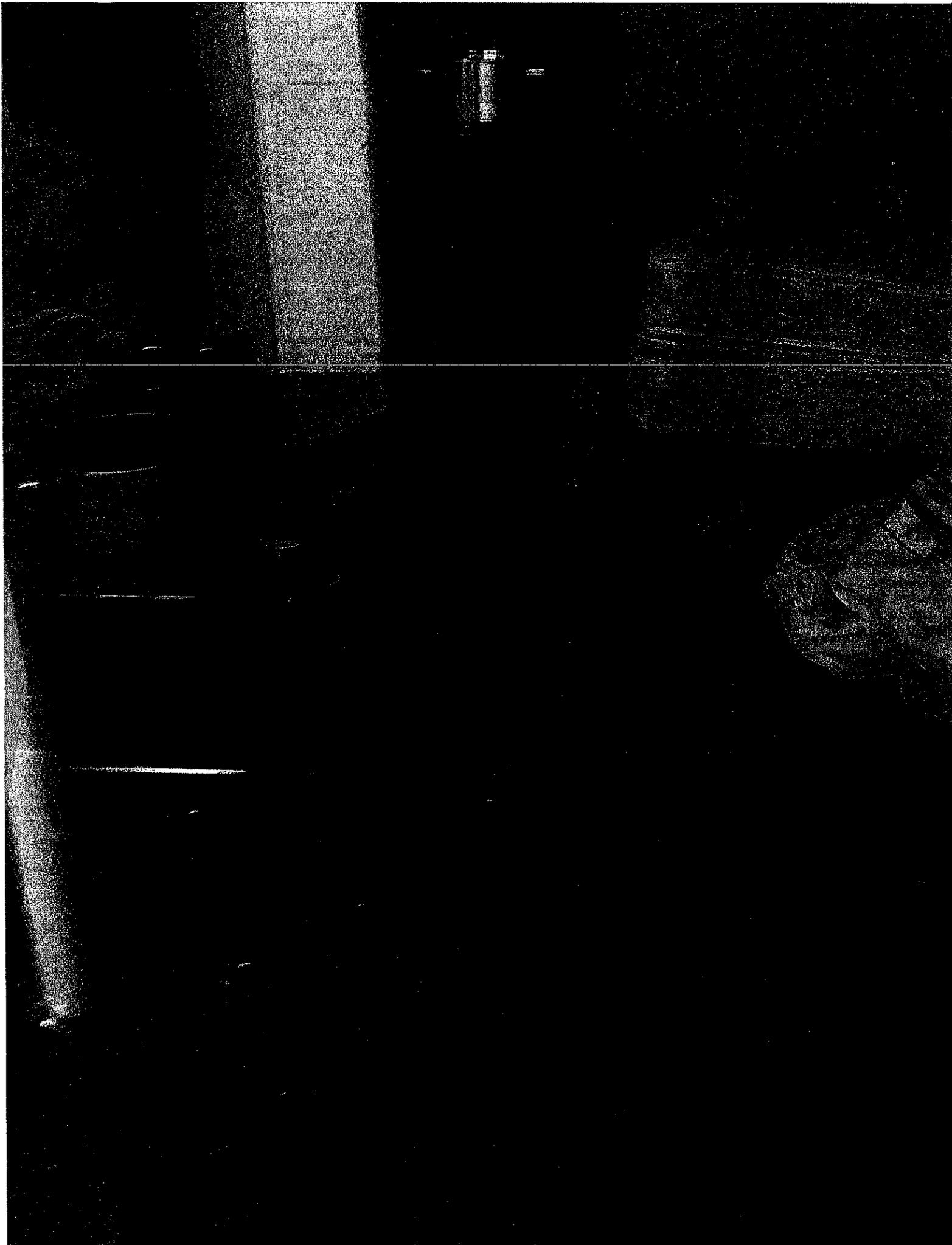




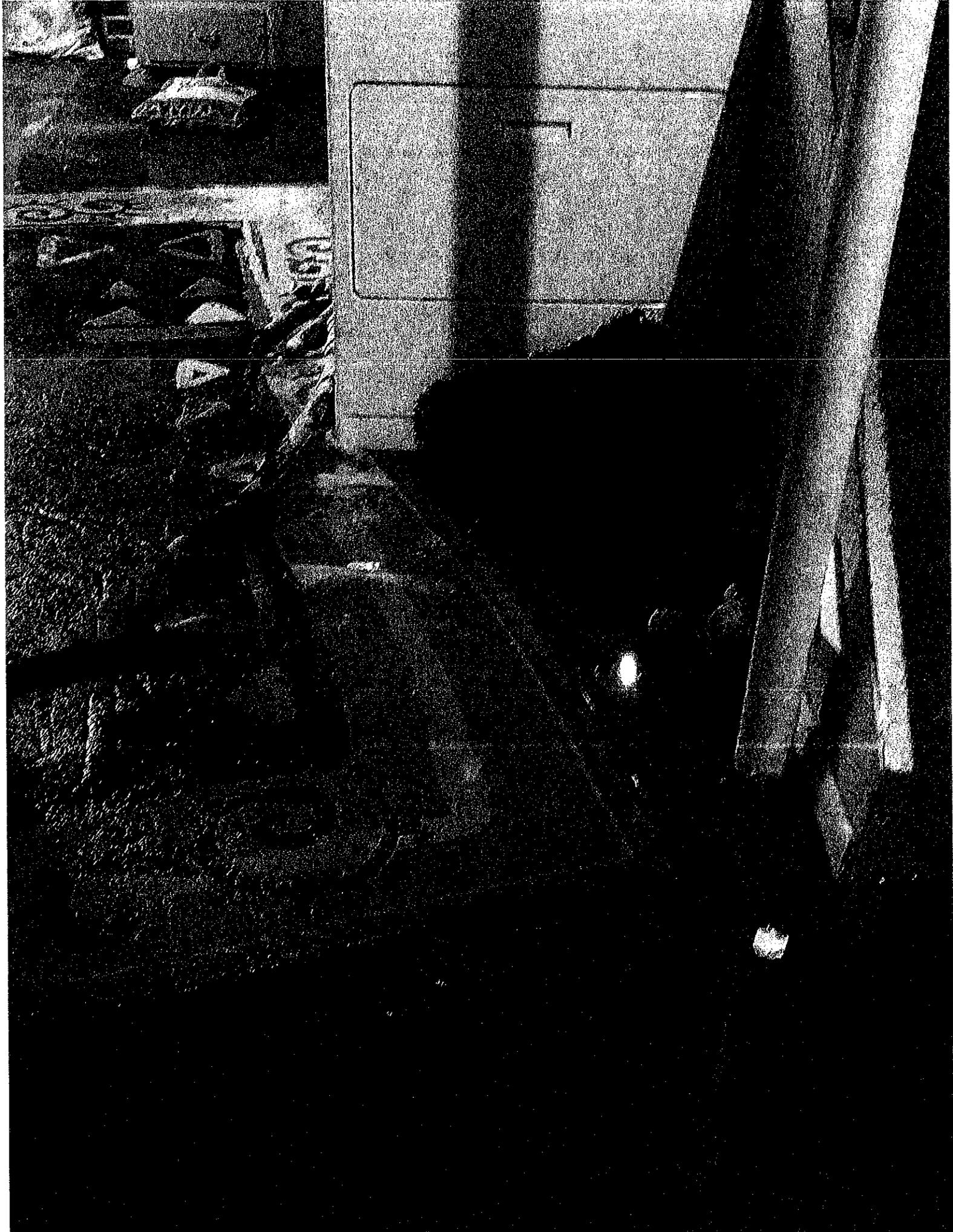




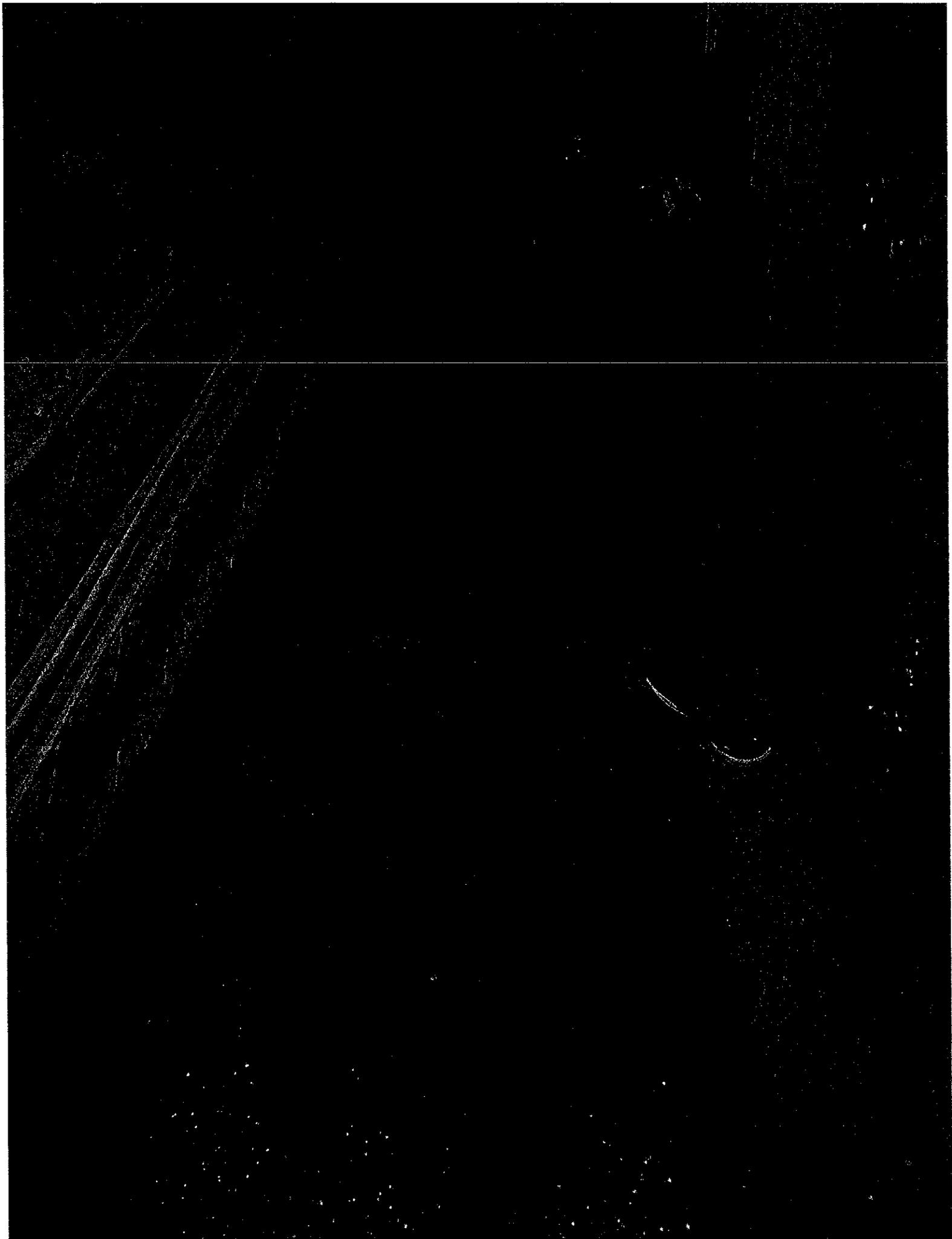


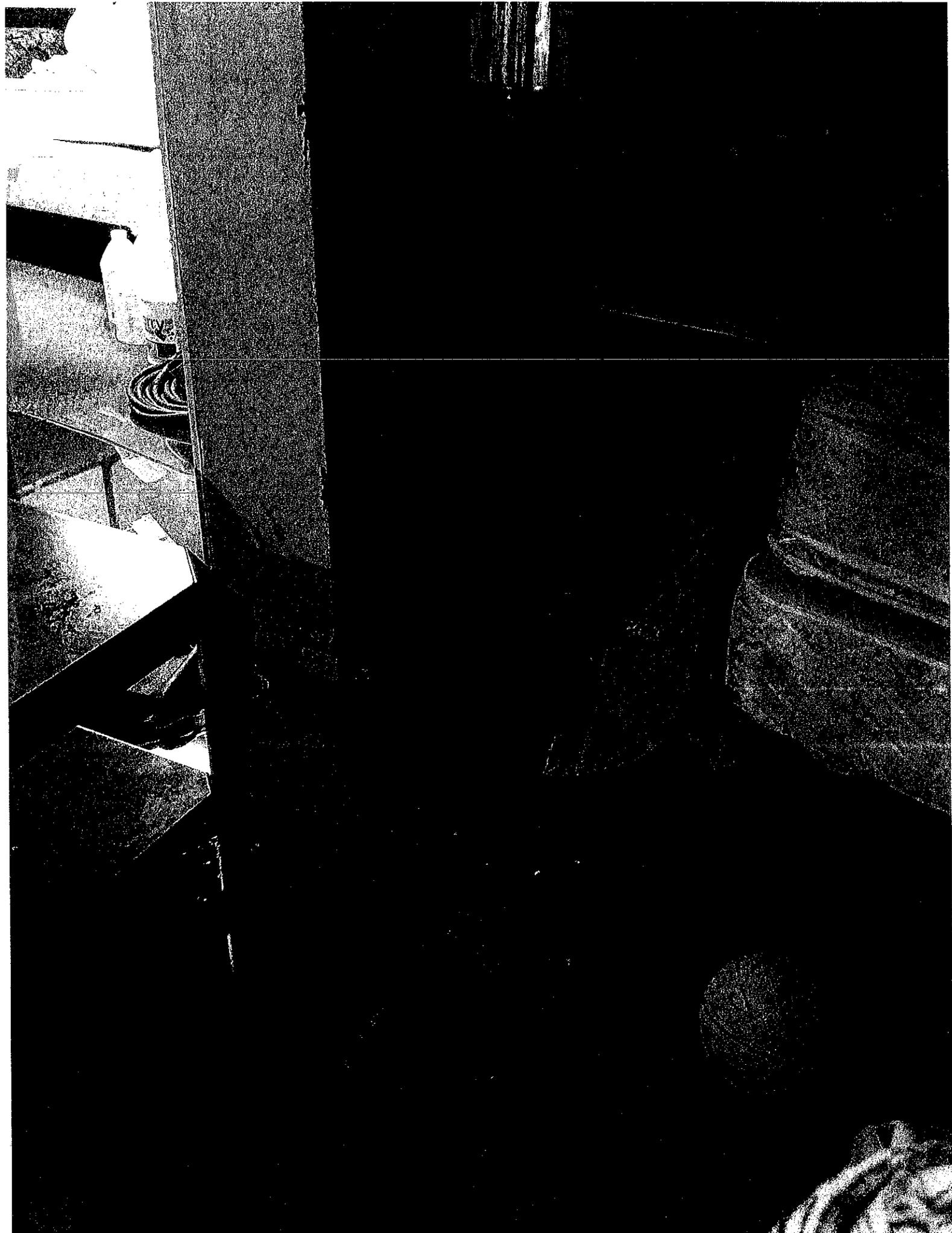


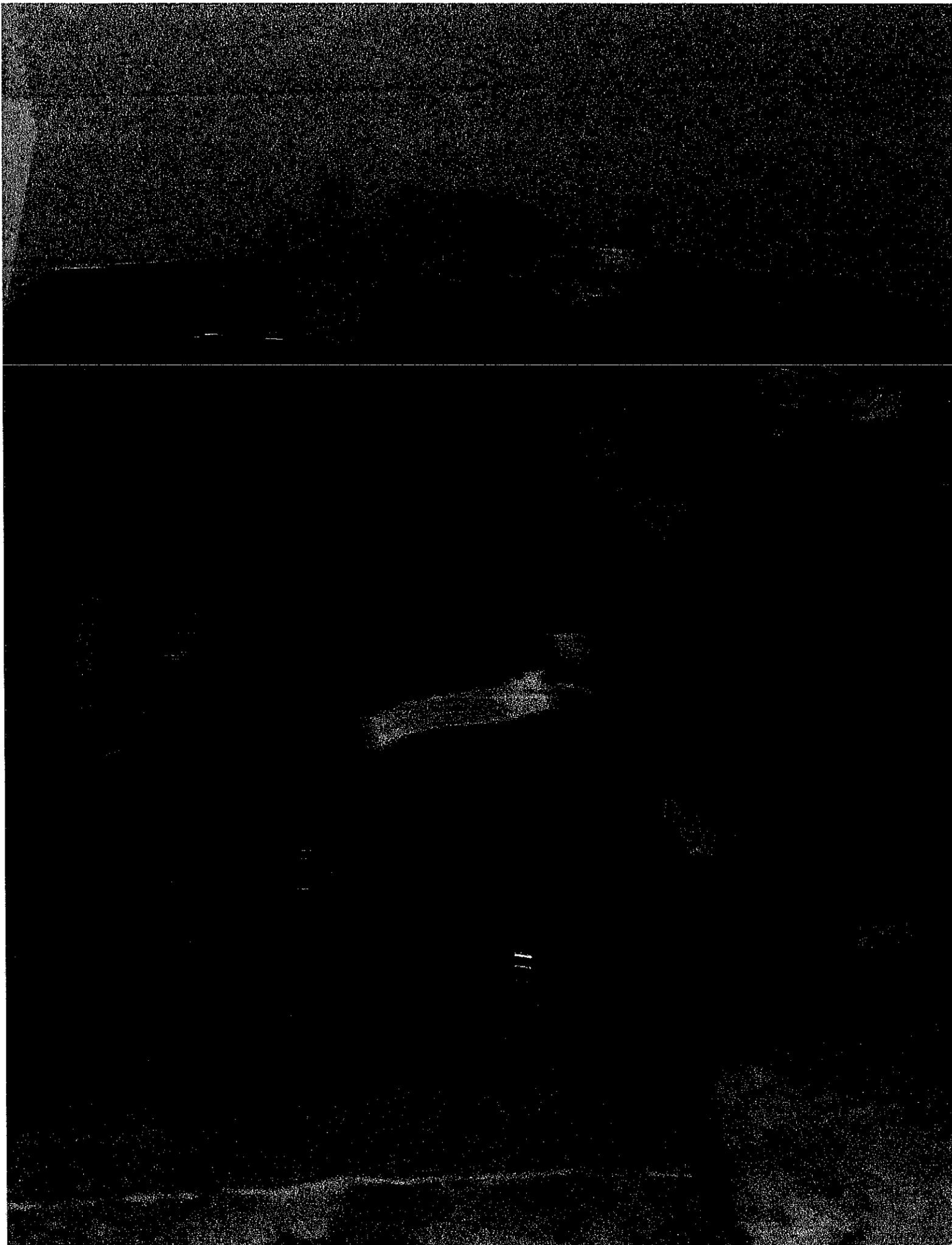


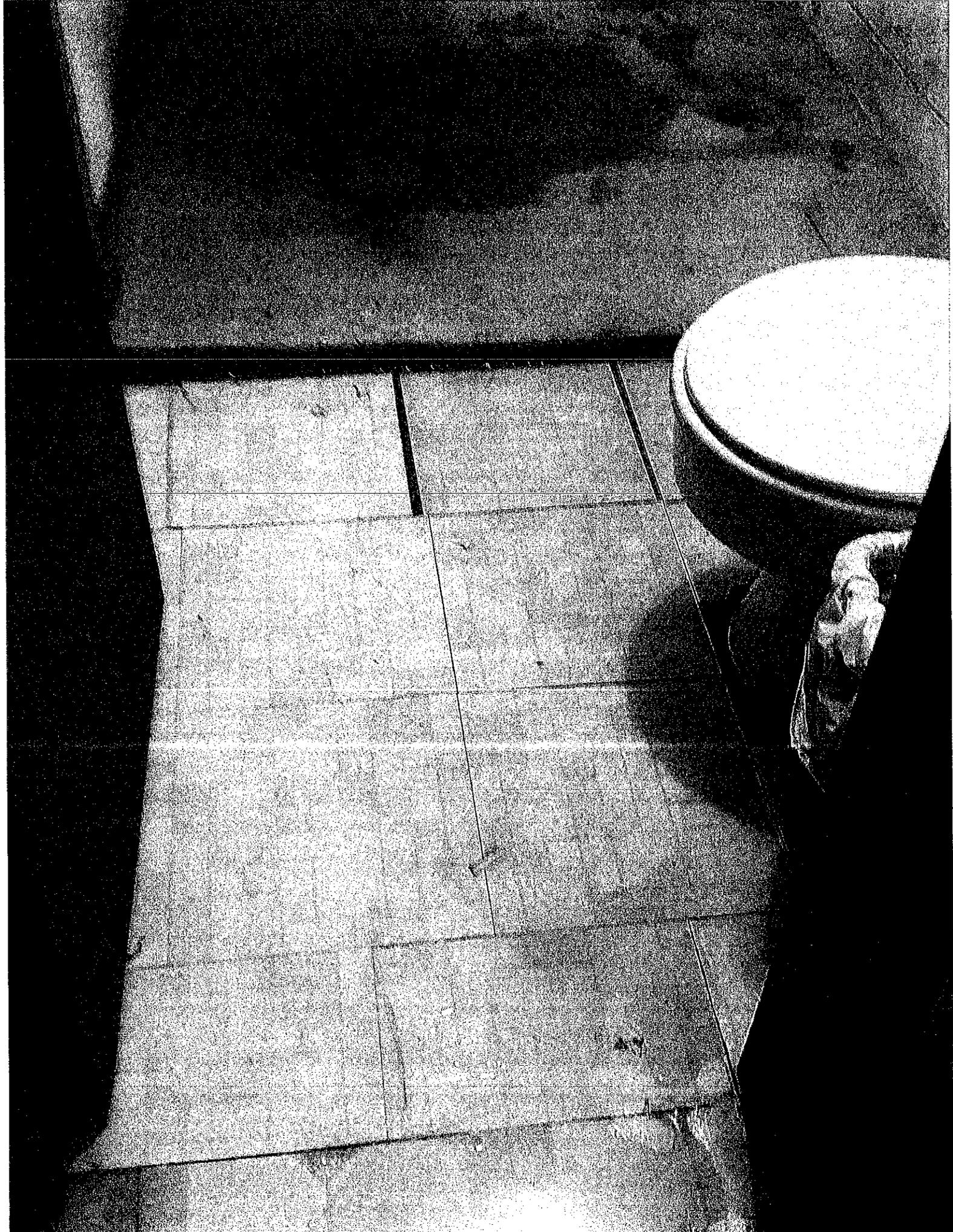


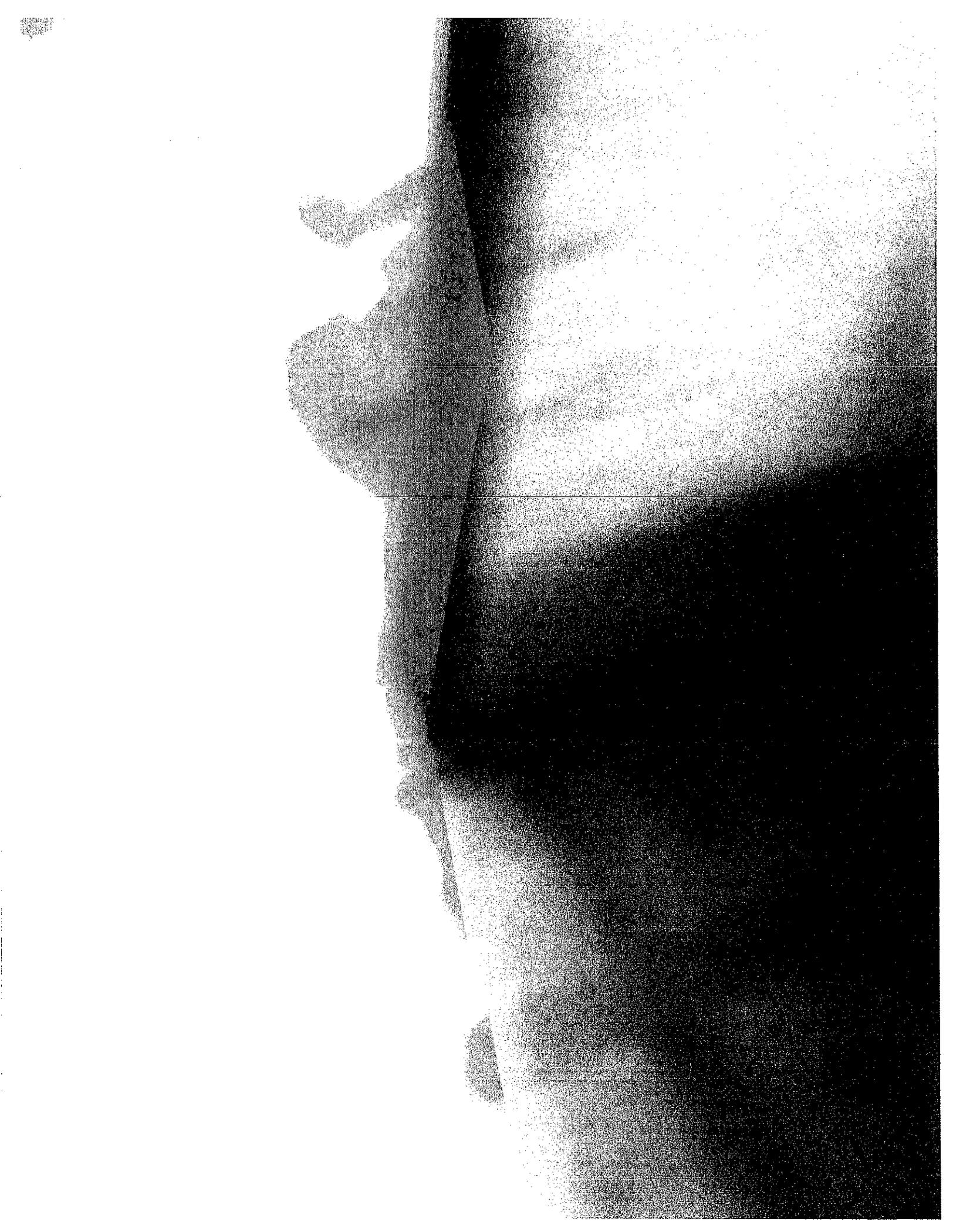












STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Paul A. Payne, City Attorney

DATE: July, 2015

SUBJECT: Acknowledge the receipt of tort claim filed by Erica Kotschwar

RECOMMENDATION: A approve acknowledgement of the Tort Claim filed by Erica Kotschwar

BACKGROUND; The City of Fremont has received a Notice of Tort Claim on behalf of Erica and Lonnie Kotschwar alleging certain claims in connection with an alleged flooding in the basement which occurred on or about June 18, 2016 at 1045 W. Dakota, Fremont, Nebraska.

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

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

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

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

Fiscal Impact: unknown

TORT CLAIM SUBMISSION FORM

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

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

Please complete the following:

Claimant Name: Lonnie & Erica Kotschwar Phone Number: [scribble]

Claimant Address: 1045 W Dakota

Date of Loss: 6/18/16

Location of Loss: 1045 W Dakota

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

Witness Name: _____ Witness Phone: _____

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

Other: _____ (Check all that apply)

Erica Kotschwar
Signature of Claimant

7/18/16
Date

Erica Kotschwar
Printed Name of Claimant

City Department Involved: _____

To whom it make concern,

On the morning of Saturday June 18th, 2016, Fremont Nebraska received over 7+ inches of rain in a very short time period. Due to the excess amount of water coming down the Rawhide Creek and from the weather system moving through the area, several people in Fremont experienced flooding in their streets and sewage water back up in their basements.

We live on 1045 W Dakota in Washington Heights. There was several feet of water in our street, the drainage canal was over flowing and like many people on our street, we had sewage water coming up through our shower drain and floor drain in our basement. In total we ended up with almost 3 inches of sewage water covering all of our basement floor. If my husband and son had not thought to place several towels in the floor drain I am sure we would have ended up with even more sewer water.

I have taken several pictures during the flooding, through out the clean up process of the damage that was done and pictures after the clean up process. Luckily most of our small valuables located in the basement were in plastic totes. But we lost several large items including, 2 large christmas trees, a wall size bookcase, 2 small bookcases, a love seat couch, bathroom sink cabinet, two large cupboards, a wall mounted desk, door frames, carpet on half of the basement, floor tile on the other half of the basement, hardwood wall inter-locking panels which can not be found in any store, and trauma from the flooding, the damage to our home and the clean up process.

We are asking the City of Fremont for compensation for the damage to our home and for the expense of the clean up. Sewage water backed up into our home as well as several other homes because the city's water sanitation system was not equipped to handle the amount of water that was received on June 18, 2016.

Thank you for your time
Sincerely
Erica and Lonnie Kotschwar
1045 W Dakota
Fremont Ne 68025

A handwritten signature in black ink, appearing to read "Erica Kotschwar". The signature is written in a cursive style and is positioned below the typed name and address.

BATTLE CREEK MUTUAL INSURANCE CO
PO BOX 340
BATTLE CREEK, NE 68715
(402)675-2925

W CS

West Nebraska Claims Service

P.O. Box 401
Norfolk, NE 68702-0401
m-mann@wncs.net
402-992-5756 - Cell
308-632-4055 - Fax

Insured: Erica Kotschwar
Property: 1045 Dakota St
Fremont, NE 68025

Claim Rep.: Mike Mann
Business: P.O. Box 401
Norfolk, NE 68702-0401

Business: (402) 992-5756
Fax: (855) 255-5074
E-mail: m-mann@wncs.net

Estimator: Mike Mann
Business: P.O. Box 401
Norfolk, NE 68702-0401

Business: (402) 992-5756
E-mail: m-mann@wncs.net

Reference:
Company: Battle Creek Mutual Insurance
Business: P.O. Box 340
Battle Creek, NE 68715

Business: (800) 289-5401
E-mail: claims@bcmutual.com

Claim Number: 0000178616

Policy Number: HONE000008780

Type of Loss: Backup of Sewer or Drain

Date Contacted: 6/21/2016
Date of Loss: 6/17/2016
Date Inspected: 6/21/2016

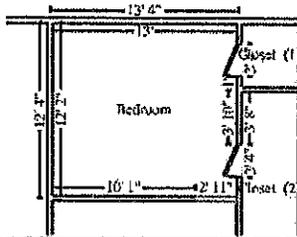
Date Received: 6/21/2016
Date Entered: 6/28/2016

Price List: NEOM8X_JUN16
Restoration/Service/Remodel
Estimate: NO16-0093

P.O. Box 401
 Norfolk, NE 68702-0401
 m-mann@wncs.net
 402-992-5756 - Cell
 308-632-4055 - Fax

NO16-0093

Main Level



Bedroom

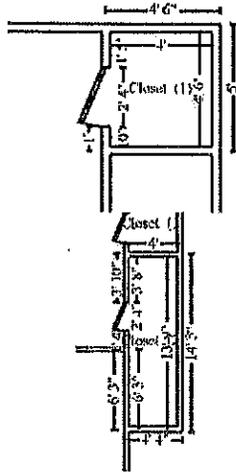
Height: 7'

| | |
|---------------------------|--------------------------|
| 332.89 SF Walls | 158.17 SF Ceiling |
| 491.06 SF Walls & Ceiling | 158.17 SF Floor |
| 17.57 SY Flooring | 47.42 LF Floor Perimeter |
| 50.33 LF Ceil. Perimeter | |

Missing Wall - Goes to Floor

2' 11" X 6' 8"

Opens into DEN



Subroom: Closet (1)

Height: 7'

| | |
|---------------------------|--------------------------|
| 119.00 SF Walls | 18.00 SF Ceiling |
| 137.00 SF Walls & Ceiling | 18.00 SF Floor |
| 2.00 SY Flooring | 17.00 LF Floor Perimeter |
| 17.00 LF Ceil. Perimeter | |

Subroom: Closet (2)

Height: 7'

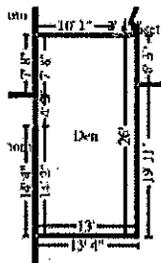
| | |
|---------------------------|--------------------------|
| 248.50 SF Walls | 55.00 SF Ceiling |
| 303.50 SF Walls & Ceiling | 55.00 SF Floor |
| 6.11 SY Flooring | 35.50 LF Floor Perimeter |
| 35.50 LF Ceil. Perimeter | |

| DESCRIPTION | QUANTITY | UNIT PRICE | TAX | RCV | DEPREC. | ACV |
|--|-----------|------------|-------|--------|---------|--------|
| 1. R&R Siding - shiplap - pine or equal | 176.00 SF | 4.79 | 21.07 | 864.11 | (0.00) | 864.11 |
| 2. Stain & finish wood siding | 176.00 SF | 1.17 | 4.31 | 210.23 | (0.00) | 210.23 |
| 3. R&R Panelling | 85.17 SF | 2.47 | 3.93 | 214.30 | (0.00) | 214.30 |
| 4. R&R Interior door unit | 2.00 EA | 167.90 | 14.58 | 350.38 | (0.00) | 350.38 |
| 5. Door lockset - Detach & reset | 2.00 EA | 15.55 | 0.00 | 31.10 | (0.00) | 31.10 |
| 6. Stain & finish door/window trim & jamb (per side) | 4.00 EA | 28.47 | 1.55 | 115.43 | (0.00) | 115.43 |
| 7. Stain & finish door slab only (per side) | 4.00 EA | 40.60 | 2.18 | 164.58 | (0.00) | 164.58 |
| 8. Insulation - Labor Minimum | 1.00 EA | 132.35 | 0.00 | 132.35 | (0.00) | 132.35 |
| 9. R&R Rigid foam insulation board - 1" | 26.00 SF | 0.93 | 0.86 | 25.04 | (0.00) | 25.04 |
| 10. Remove Carpet | 231.17 SF | 0.18 | 0.00 | 41.61 | (0.00) | 41.61 |
| 11. Carpet | 265.84 SF | 2.57 | 38.15 | 721.36 | (0.00) | 721.36 |
| 15 % waste added for Carpet. | | | | | | |
| 12. Contents - move out then reset - Large room | 1.00 EA | 51.89 | 0.00 | 51.89 | (0.00) | 51.89 |
| 13. Water extraction from carpeted floor - Cat 3 water - Heavy | 231.17 SF | 1.32 | 21.36 | 326.50 | (0.00) | 326.50 |

P.O. Box 401
 Norfolk, NE 68702-0401
 m-mann@wncs.net
 402-992-5756 - Cell
 308-632-4055 - Fax

CONTINUED - Bedroom

| DESCRIPTION | QUANTITY | UNIT PRICE | TAX | RCV | DEPREC. | ACV |
|---|----------|------------|---------------|-----------------|-------------|-----------------|
| 14. Air mover (per 24 hour period) - No monitoring | 9.00 EA | 24.95 | 15.72 | 240.27 | (0.00) | 240.27 |
| 15. Dehumidifier (per 24 hour period) - No monitoring | 3.00 EA | 51.19 | 10.75 | 164.32 | (0.00) | 164.32 |
| Totals: Bedroom | | | 134.46 | 3,653.47 | 0.00 | 3,653.47 |



Den

Height: 7'

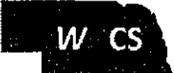
| | |
|---------------------------|--------------------------|
| 499.89 SF Walls | 338.00 SF Ceiling |
| 837.89 SF Walls & Ceiling | 338.00 SF Floor |
| 37.56 SY Flooring | 71.08 LF Floor Perimeter |
| 78.00 LF Ceil. Perimeter | |

Missing Wall - Goes to Floor
 Missing Wall - Goes to Floor

4' X 6' 8"
 2' 11" X 6' 8"

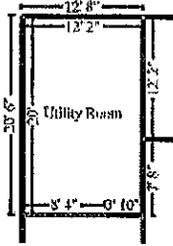
Opens into LAUNDRY_ROOM
 Opens into BEDROOM

| DESCRIPTION | QUANTITY | UNIT PRICE | TAX | RCV | DEPREC. | ACV |
|--|-----------|------------|---------------|-----------------|-------------|-----------------|
| 16. Tear out wet drywall, cleanup, bag, per LF - to 2' - Cat 3 | 22.00 LF | 3.70 | 0.48 | 81.88 | (0.00) | 81.88 |
| 17. Cleaning Technician - per hour Labor to remove built-in book cases. | 8.00 HR | 29.33 | 16.42 | 251.06 | (0.00) | 251.06 |
| 18. Bookcase - built in - 10" - (SF of face area) | 34.00 SF | 12.49 | 15.02 | 439.68 | (0.00) | 439.68 |
| 19. Stain & finish bookcase | 34.00 SF | 2.14 | 1.17 | 73.93 | (0.00) | 73.93 |
| 20. Seal the surface area w/latex based stain blocker - one coat | 22.00 SF | 0.42 | 0.11 | 9.35 | (0.00) | 9.35 |
| 21. Paint the surface area - one coat | 174.00 SF | 0.48 | 1.34 | 84.86 | (0.00) | 84.86 |
| 22. R&R Paneling | 263.00 SF | 2.47 | 12.15 | 661.76 | (0.00) | 661.76 |
| 23. R&R Rigid foam insulation board - 1" | 52.00 SF | 0.93 | 1.71 | 50.07 | (0.00) | 50.07 |
| 24. Remove Carpet | 338.00 SF | 0.18 | 0.00 | 60.84 | (0.00) | 60.84 |
| 25. Carpet 15 % waste added for Carpet. | 388.70 SF | 2.57 | 55.78 | 1,054.74 | (0.00) | 1,054.74 |
| 26. Contents - move out then reset - Extra large room | 1.00 EA | 103.78 | 0.00 | 103.78 | (0.00) | 103.78 |
| 27. Water extraction from carpeted floor - Cat 3 water - Heavy | 240.50 SF | 1.32 | 22.22 | 339.68 | (0.00) | 339.68 |
| 28. Air mover (per 24 hour period) - No monitoring | 12.00 EA | 24.95 | 20.96 | 320.36 | (0.00) | 320.36 |
| 29. Dehumidifier (per 24 hour period) - No monitoring | 6.00 EA | 51.19 | 21.50 | 328.64 | (0.00) | 328.64 |
| Totals: Den | | | 168.86 | 3,860.63 | 0.00 | 3,860.63 |



West Nebraska Claims Service

P.O. Box 401
 Norfolk, NE 68702-0401
 m-mann@wnes.net
 402-992-5756 - Cell
 308-632-4055 - Fax



Utility Room

Height: 7'

| | |
|---------------------------|--------------------------|
| 394.78 SF Walls | 243.33 SF Ceiling |
| 638.11 SF Walls & Ceiling | 243.33 SF Floor |
| 27.04 SY Flooring | 56.00 LF Floor Perimeter |
| 64.33 LF Ceil. Perimeter | |

Missing Wall - Goes to Floor

8' 4" X 6' 8"

Opens into LAUNDRY_ROOM

| DESCRIPTION | QUANTITY | UNIT PRICE | TAX | RCV | DEPREC. | ACV |
|--|-----------|------------|--------------|---------------|-------------|---------------|
| 30. Water extraction from hard surface floor - Cat 3 water | 243.33 SF | 0.68 | 11.58 | 177.04 | (0.00) | 177.04 |
| 31. Air mover (per 24 hour period) - No monitoring | 3.00 EA | 24.95 | 5.24 | 80.09 | (0.00) | 80.09 |
| 32. Dehumidifier (per 24 hour period) - No monitoring | 3.00 EA | 51.19 | 10.75 | 164.32 | (0.00) | 164.32 |
| 33. Clean concrete the floor | 243.33 SF | 0.20 | 3.59 | 52.26 | (0.00) | 52.26 |
| Totals: Utility Room | | | 31.16 | 473.71 | 0.00 | 473.71 |



Laundry Room

Height: 7'

| | |
|---------------------------|--------------------------|
| 410.81 SF Walls | 214.28 SF Ceiling |
| 625.08 SF Walls & Ceiling | 214.28 SF Floor |
| 23.81 SY Flooring | 58.10 LF Floor Perimeter |
| 70.43 LF Ceil. Perimeter | |

Missing Wall - Goes to Floor

4' X 6' 8"

Opens into DEN

Missing Wall - Goes to Floor

8' 4" X 6' 8"

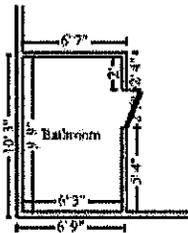
Opens into UTILITY_ROOM

| DESCRIPTION | QUANTITY | UNIT PRICE | TAX | RCV | DEPREC. | ACV |
|--|-----------|------------|-------|--------|---------|--------|
| 34. Water extraction from hard surface floor - Cat 3 water | 214.28 SF | 0.68 | 10.20 | 155.91 | (0.00) | 155.91 |
| 35. Air mover (per 24 hour period) - No monitoring | 3.00 EA | 24.95 | 5.24 | 80.09 | (0.00) | 80.09 |
| 36. Dehumidifier (per 24 hour period) - No monitoring | 3.00 EA | 51.19 | 10.75 | 164.32 | (0.00) | 164.32 |
| 37. Clean concrete the floor | 214.28 SF | 0.20 | 3.16 | 46.02 | (0.00) | 46.02 |
| 38. Dryer - Remove & reset | 1.00 EA | 19.06 | 0.00 | 19.06 | (0.00) | 19.06 |
| 39. Washing machine - Remove & reset | 1.00 EA | 20.85 | 0.00 | 20.85 | (0.00) | 20.85 |
| 40. Tear out wet drywall, no bagging, per LF - to 2' - Cat 3 | 28.00 LF | 3.08 | 0.00 | 86.24 | (0.00) | 86.24 |
| 41. 1/2" - drywall per LF - up to 2' tall | 28.00 LF | 5.86 | 1.78 | 165.86 | (0.00) | 165.86 |
| 42. Seal the surface area w/latex based stain blocker - one coat | 56.00 SF | 0.42 | 0.27 | 23.79 | (0.00) | 23.79 |
| 43. Paint the surface area - one coat | 217.00 SF | 0.48 | 1.67 | 105.83 | (0.00) | 105.83 |

P.O. Box 401
 Norfolk, NE 68702-0401
 m-mann@wncs.net
 402-992-5756 - Cell
 308-632-4055 - Fax

CONTINUED - Laundry Room

| DESCRIPTION | QUANTITY | UNIT PRICE | TAX | RCV | DEPREC. | ACV |
|-----------------------------|----------|------------|--------------|---------------|-------------|---------------|
| Totals: Laundry Room | | | 33.07 | 867.97 | 0.00 | 867.97 |



Bathroom

Height: 7'

| | |
|---------------------------|--------------------------|
| 223.53 SF Walls | 60.73 SF Ceiling |
| 284.25 SF Walls & Ceiling | 60.73 SF Floor |
| 6.75 SY Flooring | 31.93 LF Floor Perimeter |
| 31.93 LF Ceil, Perimeter | |

| DESCRIPTION | QUANTITY | UNIT PRICE | TAX | RCV | DEPREC. | ACV |
|--|-----------|------------|--------------|-----------------|-------------|-----------------|
| 44. Water extraction from hard surface floor - Cat 3 water | 30.36 SF | 0.68 | 1.44 | 22.08 | (0.00) | 22.08 |
| 45. Air mover (per 24 hour period) - No monitoring | 3.00 EA | 24.95 | 5.24 | 80.09 | (0.00) | 80.09 |
| 46. Clean concrete part of the floor | 30.36 SF | 0.20 | 0.45 | 6.52 | (0.00) | 6.52 |
| 47. Tear out wet drywall, no bagging, per LF - to 2' - Cat 3 | 11.00 LF | 3.08 | 0.00 | 33.88 | (0.00) | 33.88 |
| 48. 1/2" - drywall per LF - up to 2' tall | 11.00 LF | 5.86 | 0.70 | 65.16 | (0.00) | 65.16 |
| 49. Seal the surface area w/latex based stain blocker - one coat | 22.00 SF | 0.42 | 0.11 | 9.35 | (0.00) | 9.35 |
| 50. Paint part of the walls - one coat | 111.76 SF | 0.48 | 0.86 | 54.50 | (0.00) | 54.50 |
| 51. R&R Vanity | 6.25 LF | 138.03 | 42.88 | 905.57 | (0.00) | 905.57 |
| 52. Detach & Reset Countertop - flat laid plastic laminate | 6.25 LF | 16.82 | 0.00 | 105.13 | (0.00) | 105.13 |
| 53. Seal & paint vanity - inside and out | 6.25 LF | 27.04 | 2.30 | 171.30 | (0.00) | 171.30 |
| Totals: Bathroom | | | 53.98 | 1,453.58 | 0.00 | 1,453.58 |

Debris Removal

| DESCRIPTION | QUANTITY | UNIT PRICE | TAX | RCV | DEPREC. | ACV |
|--|----------|------------|-------------|---------------|-------------|---------------|
| 54. Dumpster load - Approx. 12 yards, 1-3 tons of debris | 1.00 EA | 227.74 | 0.00 | 227.74 | (0.00) | 227.74 |
| Totals: Debris Removal | | | 0.00 | 227.74 | 0.00 | 227.74 |

| | | | | | | |
|--------------------------|--|--|---------------|------------------|-------------|------------------|
| Total: Main Level | | | 421.53 | 10,537.10 | 0.00 | 10,537.10 |
|--------------------------|--|--|---------------|------------------|-------------|------------------|

P.O. Box 401
 Norfolk, NE 68702-0401
 m-mann@wncs.net
 402-992-5756 - Cell
 308-632-4055 - Fax

| | | | | |
|-----------------------------|--------|-----------|------|-----------|
| Line Item Totals: NO16-0093 | 421.53 | 10,537.10 | 0.00 | 10,537.10 |
|-----------------------------|--------|-----------|------|-----------|

Grand Total Areas:

| | | |
|-------------------|---------------------|-------------------------------|
| 2,229.39 SF Walls | 1,087.50 SF Ceiling | 3,316.89 SF Walls and Ceiling |
| 1,087.50 SF Floor | 120.83 SY Flooring | 317.03 LF Floor Perimeter |
| 0.00 SF Long Wall | 0.00 SF Short Wall | 347.53 LF Ceil. Perimeter |

| | | |
|-----------------------------|------------------------------------|-----------------------------|
| 1,087.50 Floor Area | 1,170.94 Total Area | 2,229.39 Interior Wall Area |
| 1,192.79 Exterior Wall Area | 149.10 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 | |

P.O. Box 401
Norfolk, NE 68702-0401
m-mann@wncs.net
402-992-5756 - Cell
308-632-4055 - Fax

Summary for WATER BACKUP & SUMP DISCHARGE

| | |
|-------------------------------|--------------------|
| Line Item Total | 10,115.57 |
| Material Sales Tax | 224.96 |
| CIn Mat Sales Tax | 0.34 |
| Subtotal | 10,340.87 |
| Cleaning Total Tax | 196.23 |
| Replacement Cost Value | \$10,537.10 |
| Less Deductible | (1,000.00) |
| Less Amount Over Limit(s) | (4,537.10) |
| Net Claim | \$5,000.00 |

Mike Mann



INVOICE

ServiceMaster Restoration Services

13510 GILES ROAD
OMAHA, NEBRASKA 68138
OFFICE 402-932-5477 FAX 402-932-4549

DATE: July 12, 2016
INVOICE # 412016
FOR: Water Damage Mitigation

Bill To:
Erica Kotchwar
1045 W. Dakota
Fremont, Ne. 68025

| DESCRIPTION | AMOUNT |
|---|-------------------|
| Balance Forward | \$0.00 |
| 6/21/2016 Water Damage Mitigation | \$3,434.81 |
| DUE UPON RECIEPT We do Accept Credit Cards over the phone. | |
| TOTAL AMOUNT DUE | \$3,434.81 |

Make Checks Payable to Servicemaster Restoration
If you have any questions concerning this invoice, Please Contact Wendy McDonnell - Office Manager
We do take Credit Cards over the phone also.

THANK YOU FOR YOUR BUSINESS!

Insured: Erica Kotchwar
Property: 1045 W Dakota
fremont, NE 68025

Home: (402) 719-3575

Estimator: Jeremy Claus
Business: 13510 Giles Rd.
Omaha, NE 68138

Business: (402) 216-1142

Contractor:
Company: ServiceMaster Restoration Services
Business: 13510 Giles Rd
Omaha, NE 68138

Cellular: (402) 216-1142

E-mail: jeremy@svm-restore.com

Claim Number:

Policy Number:

Type of Loss:

Date of Loss:
Date Inspected:

Date Received:
Date Entered: 6/24/2016 12:38 PM

Price List: NEOM8X_MAY16
Restoration/Service/Remodel
Estimate: ERICAKOTCHWARMIT

ERICAKOTCHWARMIT

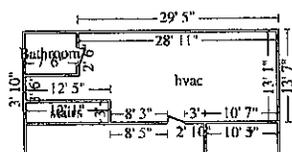
Main Level

Main Level

| DESCRIPTION | QTY | REMOVE | REPLACE | TAX | TOTAL |
|---|---------|--------|---------|--------------|---------------|
| 1. Dumpster load - Approx. 12 yards, 1-3 tons of debris | 0.50 EA | 227.74 | 0.00 | 7.97 | 121.84 |
| 2. Equipment setup, take down, and monitoring (hourly charge) | 6.00 HR | 0.00 | 41.69 | 17.51 | 267.65 |
| Total: Main Level | | | | 25.48 | 389.49 |

hvac

Height: 8'

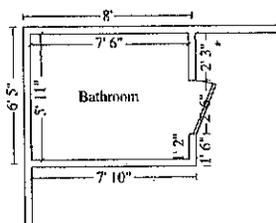


| | |
|-----------------------------|--------------------------|
| 797.33 SF Walls | 390.47 SF Ceiling |
| 1,187.80 SF Walls & Ceiling | 390.47 SF Floor |
| 43.39 SY Flooring | 99.67 LF Floor Perimeter |
| 99.67 LF Ceil. Perimeter | |

| DESCRIPTION | QTY | REMOVE | REPLACE | TAX | TOTAL |
|---|-----------|--------|---------|--------------|-----------------|
| 13. Remove Interior door unit | 1.00 EA | 11.85 | 0.00 | 0.83 | 12.68 |
| 14. Tear out wet paneling, bag for disposal | 12.00 SF | 0.43 | 0.00 | 0.44 | 5.60 |
| 17. Tear out non-salvageable vinyl tile, cut & bag for disp. | 390.47 SF | 1.14 | 0.00 | 32.91 | 478.05 |
| 18. Air mover (per 24 hour period) - No monitoring 5 air movers for 3 days | 15.00 EA | 0.00 | 24.95 | 26.20 | 400.45 |
| 26. Apply anti-microbial agent | 589.80 SF | 0.00 | 0.18 | 8.32 | 114.48 |
| 33. Clean floor | 390.47 SF | 0.00 | 0.29 | 7.93 | 121.17 |
| Totals: hvac | | | | 76.63 | 1,132.43 |

Bathroom

Height: 8'



| | |
|---------------------------|--------------------------|
| 214.67 SF Walls | 44.38 SF Ceiling |
| 259.04 SF Walls & Ceiling | 44.38 SF Floor |
| 4.93 SY Flooring | 26.83 LF Floor Perimeter |
| 26.83 LF Ceil. Perimeter | |

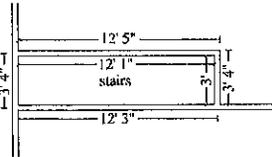
| DESCRIPTION | QTY | REMOVE | REPLACE | TAX | TOTAL |
|------------------------------------|---------|--------|---------|------|-------|
| 10. Cabinet - vanity unit - Detach | 4.00 LF | 0.00 | 11.68 | 3.27 | 49.99 |

CONTINUED - Bathroom

| DESCRIPTION | QTY | REMOVE | REPLACE | TAX | TOTAL |
|---|----------|--------|---------|--------------|---------------|
| 11. Sink - single bowl - Detach | 1.00 EA | 0.00 | 20.40 | 1.43 | 21.83 |
| 12. Tear out wet drywall, cleanup, bag for disposal | 30.00 SF | 0.71 | 0.00 | 1.83 | 23.13 |
| 19. Air mover (per 24 hour period) - No monitoring | 3.00 EA | 0.00 | 24.95 | 5.24 | 80.09 |
| 27. Apply anti-microbial agent | 98.04 SF | 0.00 | 0.18 | 1.39 | 19.04 |
| 35. Clean floor | 44.38 SF | 0.00 | 0.29 | 0.90 | 13.77 |
| Totals: Bathroom | | | | 14.06 | 207.85 |

stairs

Height: 8'

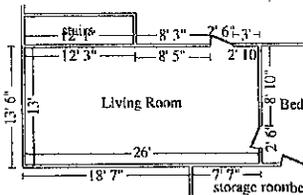


| | |
|---------------------------|--------------------------|
| 241.33 SF Walls | 36.25 SF Ceiling |
| 277.58 SF Walls & Ceiling | 36.25 SF Floor |
| 4.03 SY Flooring | 30.17 LF Floor Perimeter |
| 30.17 LF Ceil. Perimeter | |

| DESCRIPTION | QTY | REMOVE | REPLACE | TAX | TOTAL |
|--|----------|--------|---------|-------------|--------------|
| 15. Tear out wet non-salvageable carpet, cut & bag for disp. | 72.50 SF | 0.43 | 0.00 | 2.50 | 33.68 |
| 16. Tear out wet carpet pad and bag for disposal | 72.50 SF | 0.41 | 0.00 | 2.40 | 32.13 |
| 28. Apply anti-microbial agent | 96.58 SF | 0.00 | 0.18 | 1.37 | 18.75 |
| 36. Clean floor | 36.25 SF | 0.00 | 0.29 | 0.74 | 11.25 |
| Totals: stairs | | | | 7.01 | 95.81 |

Living Room

Height: 8'

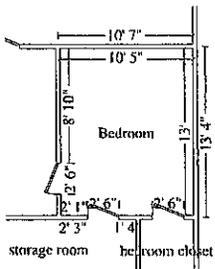


| | |
|---------------------------|--------------------------|
| 624.00 SF Walls | 338.00 SF Ceiling |
| 962.00 SF Walls & Ceiling | 338.00 SF Floor |
| 37.56 SY Flooring | 78.00 LF Floor Perimeter |
| 78.00 LF Ceil. Perimeter | |

| DESCRIPTION | QTY | REMOVE | REPLACE | TAX | TOTAL |
|--|-----------|--------|---------|------|-------|
| 4. Tear out wet drywall, cleanup, bag for disposal | 24.00 SF | 0.71 | 0.00 | 1.46 | 18.50 |
| 5. Tear out wet paneling, bag for disposal | 128.00 SF | 0.43 | 0.00 | 4.62 | 59.66 |
| 6. Remove Shelving - 12" - in place | 32.00 LF | 0.24 | 0.00 | 0.54 | 8.22 |

CONTINUED - Living Room

| DESCRIPTION | QTY | REMOVE | REPLACE | TAX | TOTAL |
|--|-----------|--------|---------|--------------|---------------|
| 20. Air mover (per 24 hour period) - No monitoring 3 air movers for 3 days | 9.00 EA | 0.00 | 24.95 | 15.72 | 240.27 |
| 23. Dehumidifier (per 24 hour period) - XLarge - No monitoring | 3.00 EA | 0.00 | 101.25 | 21.26 | 325.01 |
| 29. Apply anti-microbial agent | 494.00 SF | 0.00 | 0.18 | 6.96 | 95.88 |
| 37. Clean floor | 338.00 SF | 0.00 | 0.29 | 6.86 | 104.88 |
| Totals: Living Room | | | | 57.42 | 852.42 |



Bedroom

Height: 8'

| | |
|---------------------------|--------------------------|
| 374.67 SF Walls | 135.42 SF Ceiling |
| 510.08 SF Walls & Ceiling | 135.42 SF Floor |
| 15.05 SY Flooring | 46.83 LF Floor Perimeter |
| 46.83 LF Ceil. Perimeter | |

| DESCRIPTION | QTY | REMOVE | REPLACE | TAX | TOTAL |
|--|-----------|--------|---------|--------------|---------------|
| 21. Air mover (per 24 hour period) - No monitoring 2 air movers for 3 days | 6.00 EA | 0.00 | 24.95 | 10.48 | 160.18 |
| 24. Remove T & G paneling - knotty pine paneling (unfinished) | 117.08 SF | 0.24 | 0.00 | 1.97 | 30.07 |
| 30. Apply anti-microbial agent | 229.08 SF | 0.00 | 0.18 | 3.23 | 44.46 |
| 38. Clean floor | 135.42 SF | 0.00 | 0.29 | 2.75 | 42.02 |
| Totals: Bedroom | | | | 18.43 | 276.73 |



storage room

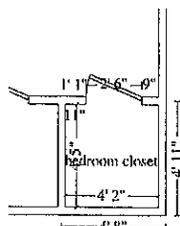
Height: 8'

| | |
|---------------------------|--------------------------|
| 289.33 SF Walls | 60.36 SF Ceiling |
| 349.69 SF Walls & Ceiling | 60.36 SF Floor |
| 6.71 SY Flooring | 36.17 LF Floor Perimeter |
| 36.17 LF Ceil. Perimeter | |

| DESCRIPTION | QTY | REMOVE | REPLACE | TAX | TOTAL |
|--------------------------------|-----------|--------|---------|------|-------|
| 32. Apply anti-microbial agent | 132.69 SF | 0.00 | 0.18 | 1.87 | 25.75 |
| 39. Clean floor | 60.36 SF | 0.00 | 0.29 | 1.23 | 18.73 |

CONTINUED - storage room

| DESCRIPTION | QTY | REMOVE | REPLACE | TAX | TOTAL |
|----------------------|-----|--------|---------|------|-------|
| Totals: storage room | | | | 3.10 | 44.48 |



bedroom closet

Height: 8'

| | |
|---------------------------|--------------------------|
| 137.33 SF Walls | 18.40 SF Ceiling |
| 155.74 SF Walls & Ceiling | 18.40 SF Floor |
| 2.04 SY Flooring | 17.17 LF Floor Perimeter |
| 17.17 LF Ceil. Perimeter | |

| DESCRIPTION | QTY | REMOVE | REPLACE | TAX | TOTAL |
|---|----------|--------|---------|---------------|-----------------|
| 22. Air mover (per 24 hour period) - No monitoring 1 air mover for 3 days | 3.00 EA | 0.00 | 24.95 | 5.24 | 80.09 |
| 31. Apply anti-microbial agent | 52.74 SF | 0.00 | 0.18 | 0.74 | 10.23 |
| 40. Clean floor | 18.40 SF | 0.00 | 0.29 | 0.37 | 5.71 |
| Totals: bedroom closet | | | | 6.35 | 96.03 |
| Total: Main Level | | | | 208.48 | 3,095.24 |

Labor Minimums Applied

| DESCRIPTION | QTY | REMOVE | REPLACE | TAX | TOTAL |
|---|---------|--------|---------|---------------|-----------------|
| 7. Finish carpentry labor minimum | 1.00 EA | 0.00 | 162.96 | 11.41 | 174.37 |
| 25. Paneling labor minimum | 1.00 EA | 0.00 | 154.39 | 10.81 | 165.20 |
| Totals: Labor Minimums Applied | | | | 22.22 | 339.57 |
| Line Item Totals: ERICAKOTCHWARMIT | | | | 230.70 | 3,434.81 |

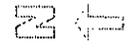
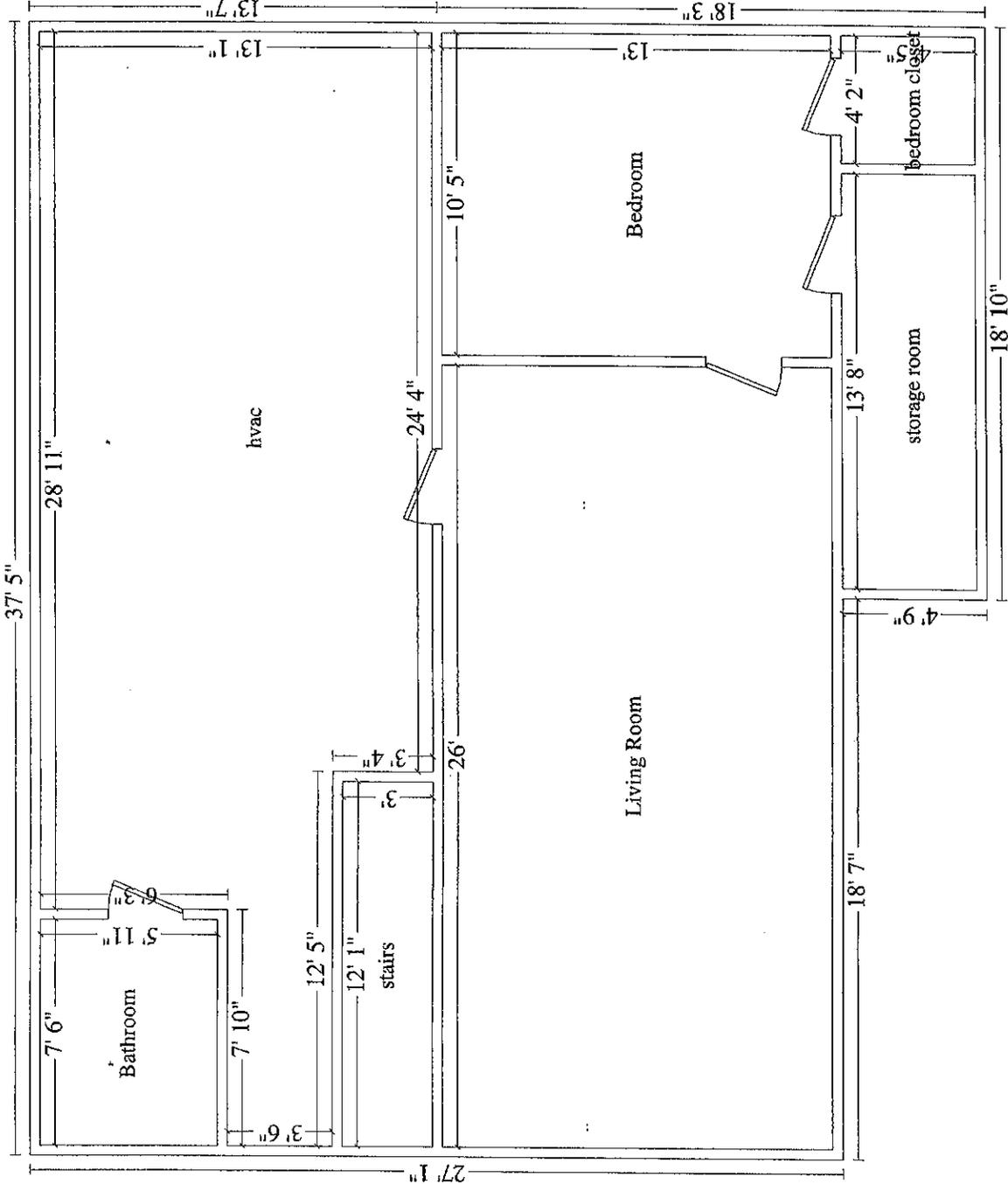
Grand Total Areas:

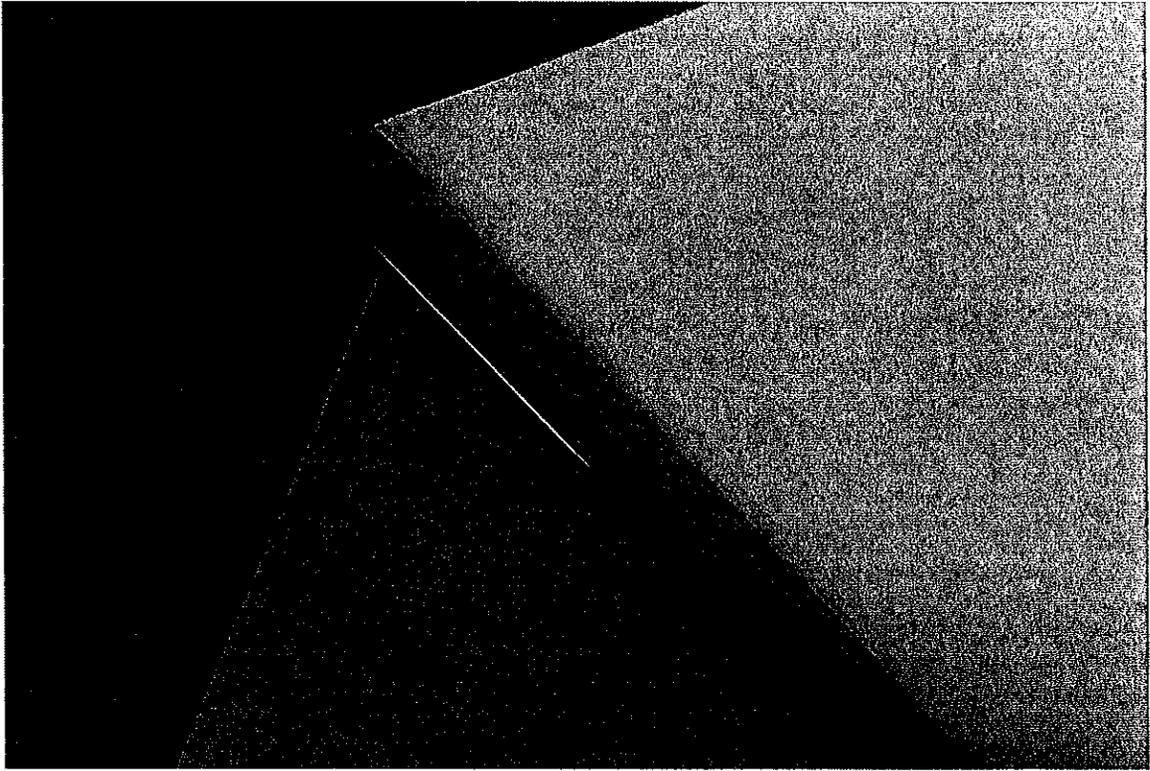
| | | |
|-----------------------------|------------------------------------|-------------------------------|
| 2,678.67 SF Walls | 1,023.27 SF Ceiling | 3,701.94 SF Walls and Ceiling |
| 1,023.27 SF Floor | 113.70 SY Flooring | 334.83 LF Floor Perimeter |
| 0.00 SF Long Wall | 0.00 SF Short Wall | 334.83 LF Ceil. Perimeter |
| 1,023.27 Floor Area | 1,102.83 Total Area | 2,678.67 Interior Wall Area |
| 1,246.50 Exterior Wall Area | 138.50 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 | |

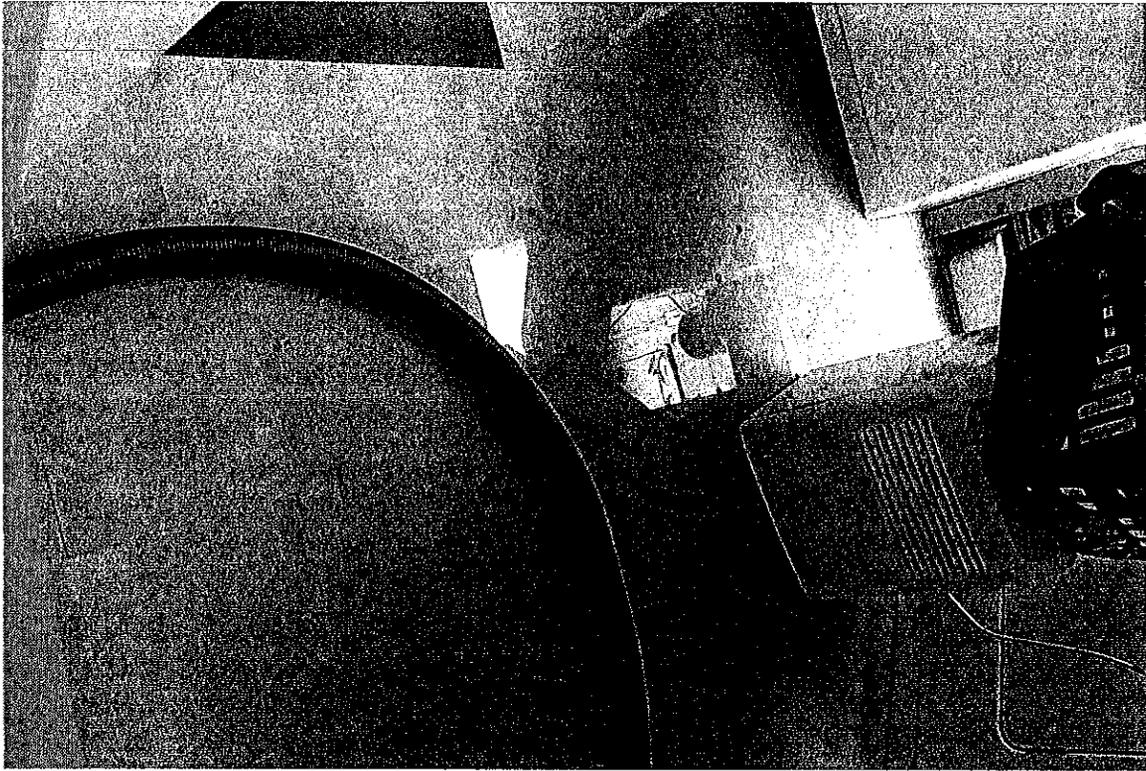
Summary for Dwelling

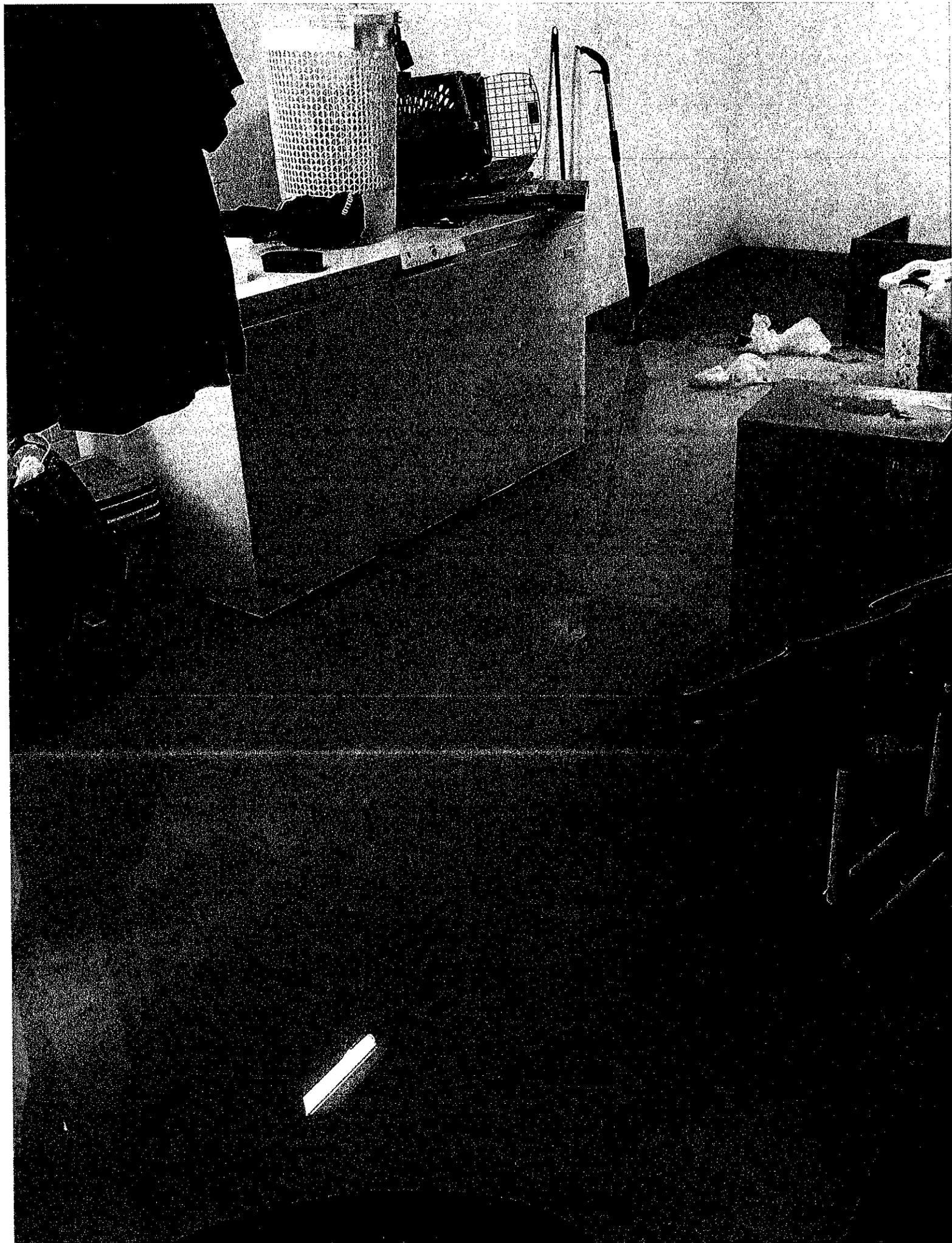
| | |
|-------------------------------|-------------------|
| Line Item Total | 3,204.11 |
| Material Sales Tax | 5.98 |
| Subtotal | 3,210.09 |
| Total Tax | 224.72 |
| Replacement Cost Value | \$3,434.81 |
| Net Claim | \$3,434.81 |

Jeremy Claus

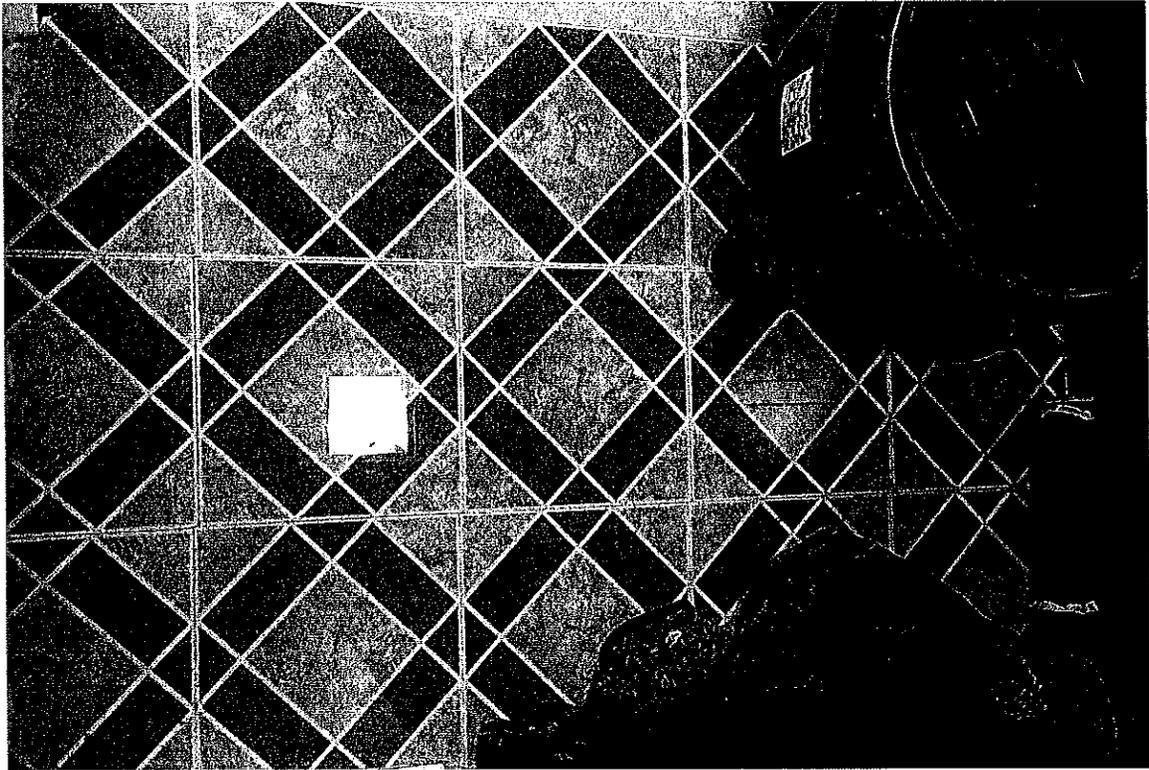


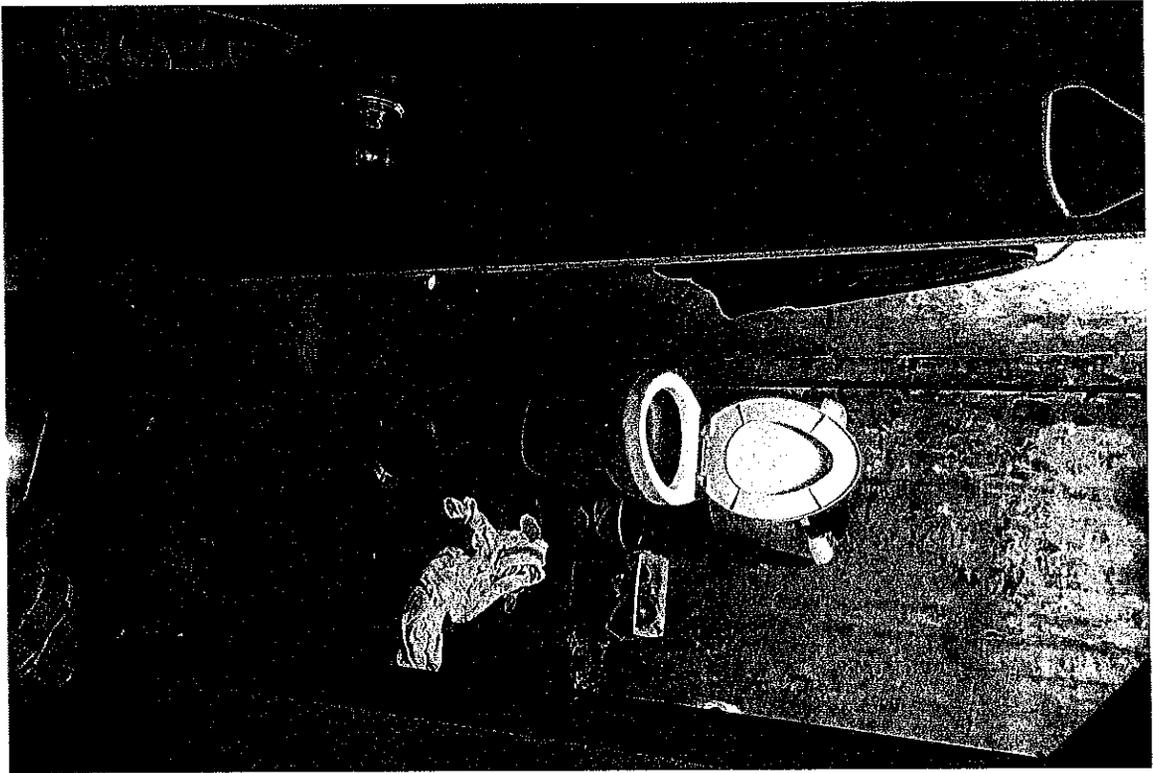




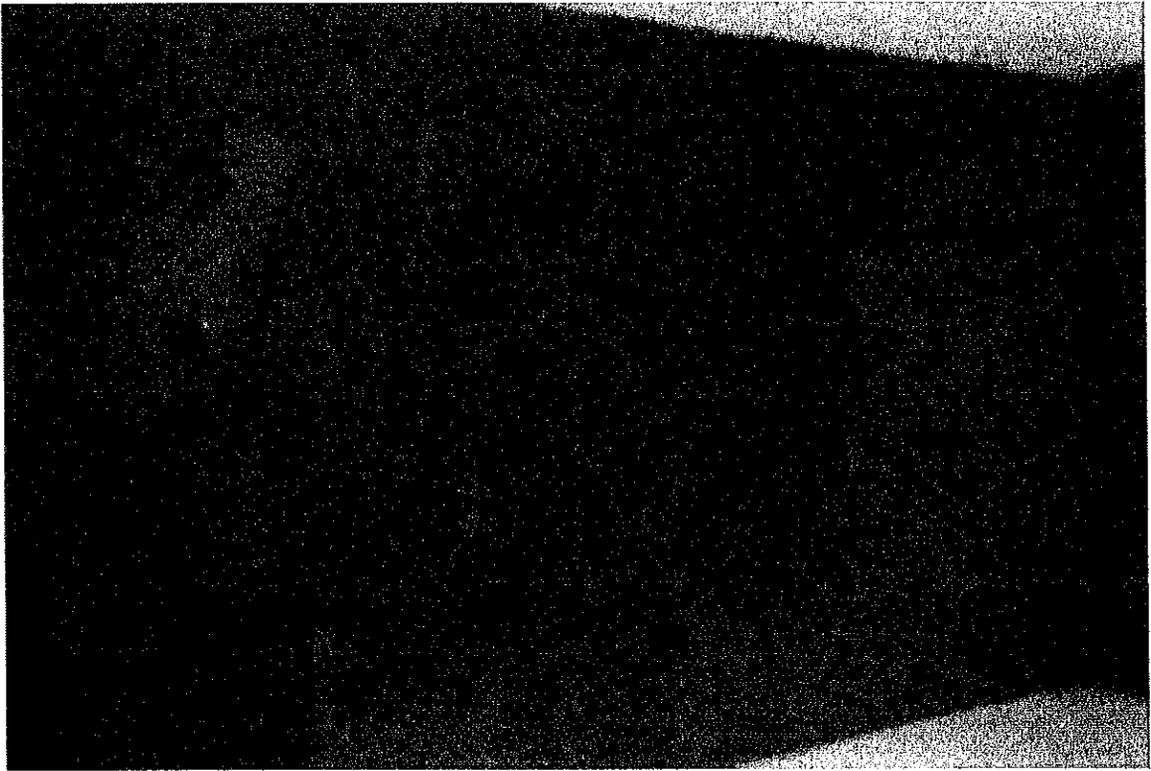


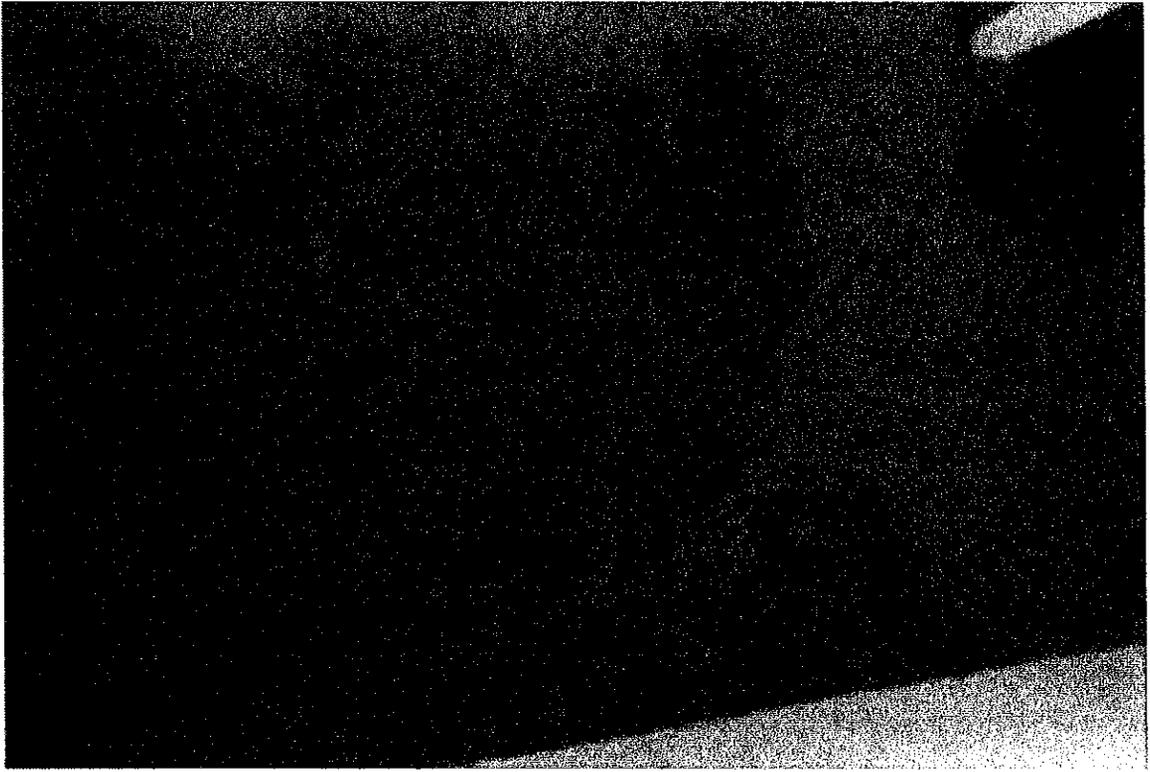




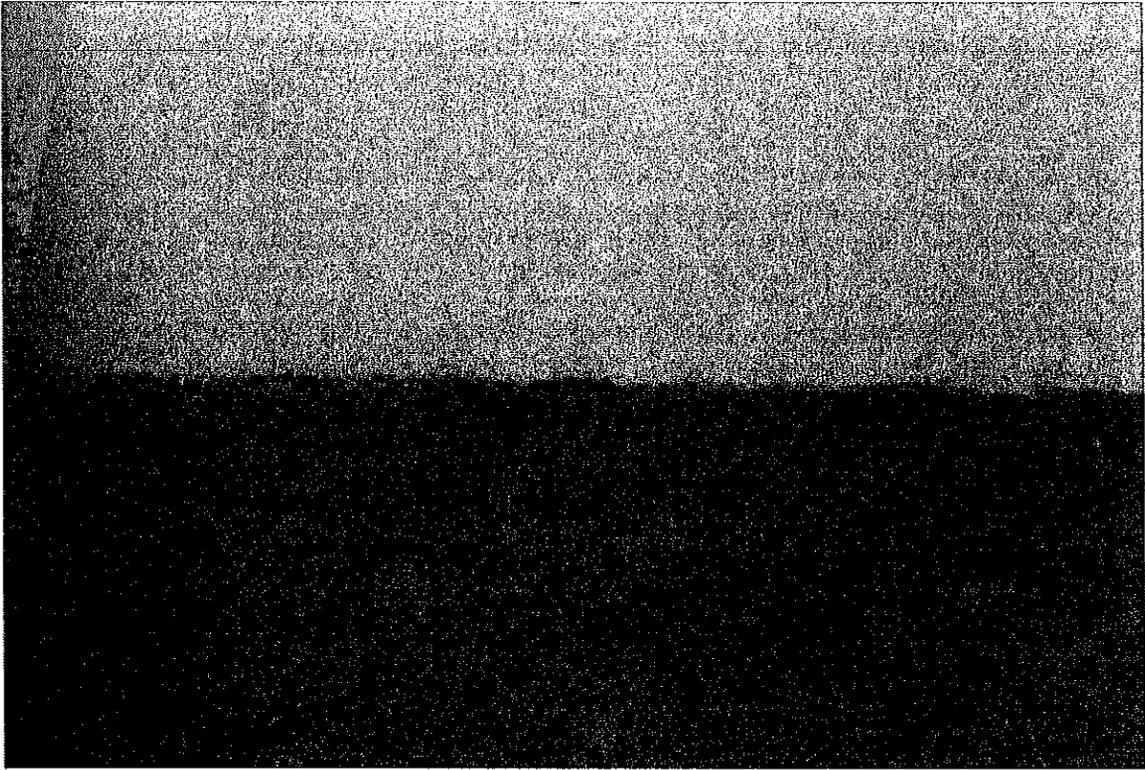


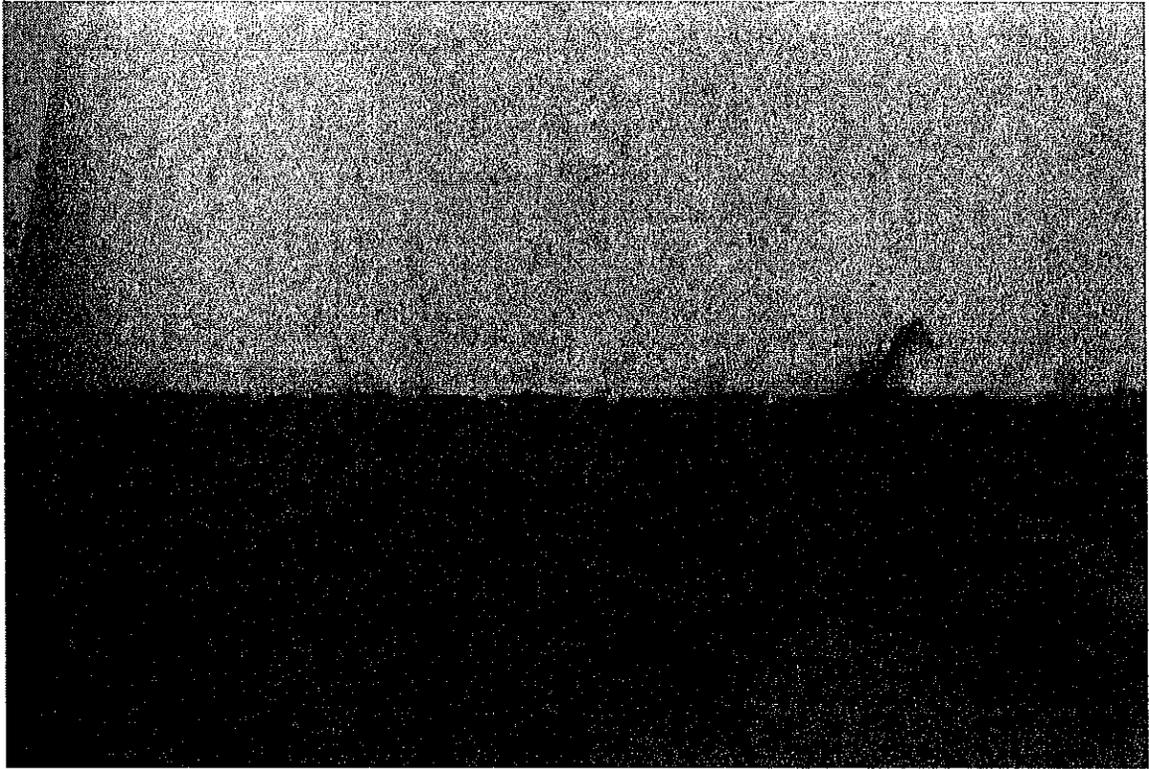




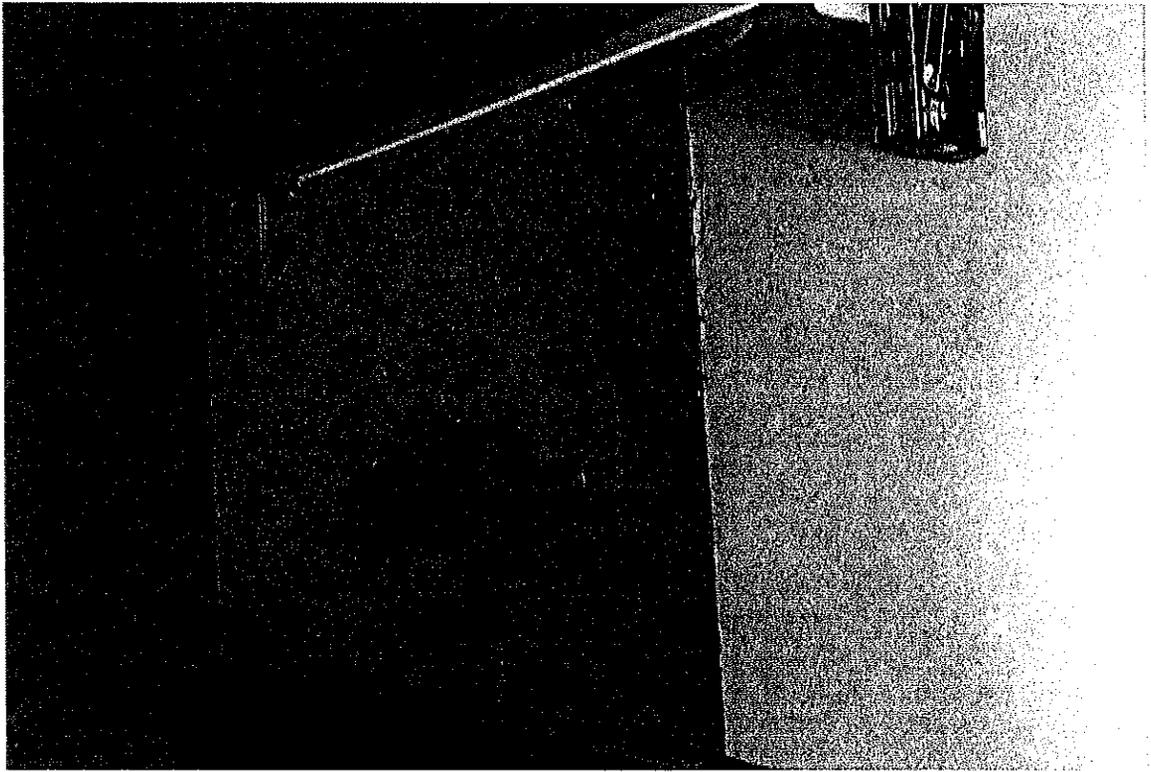


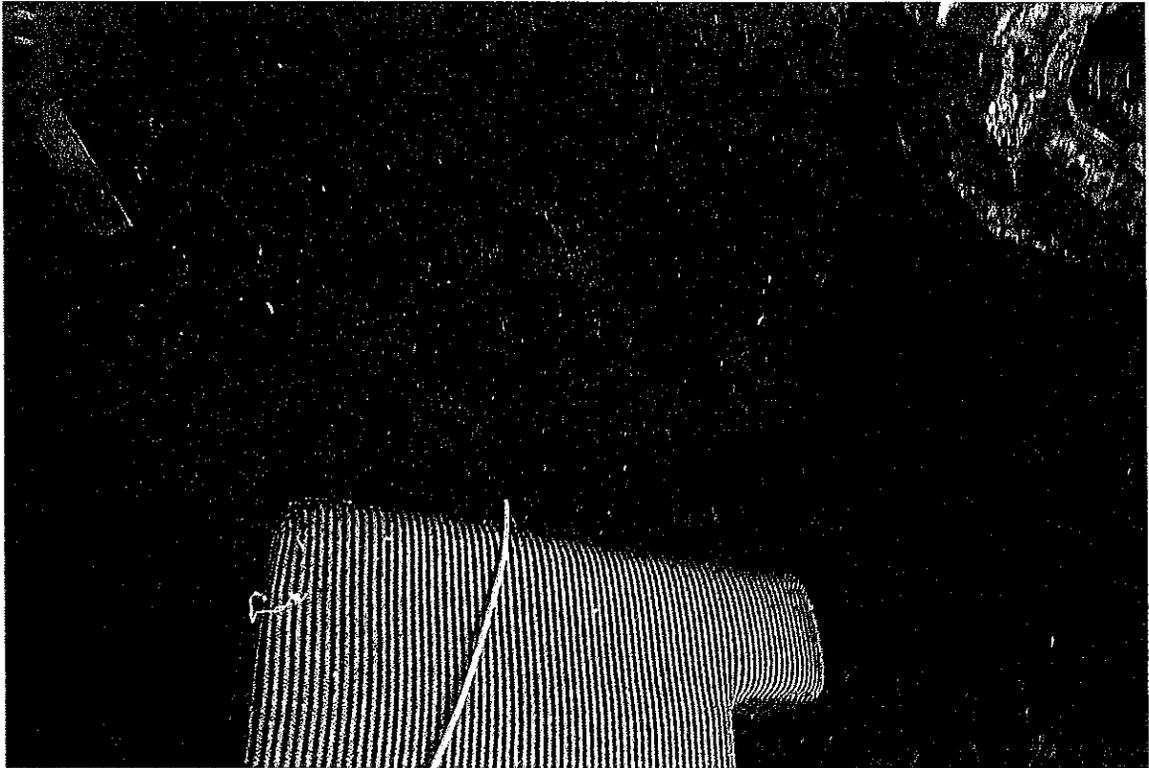


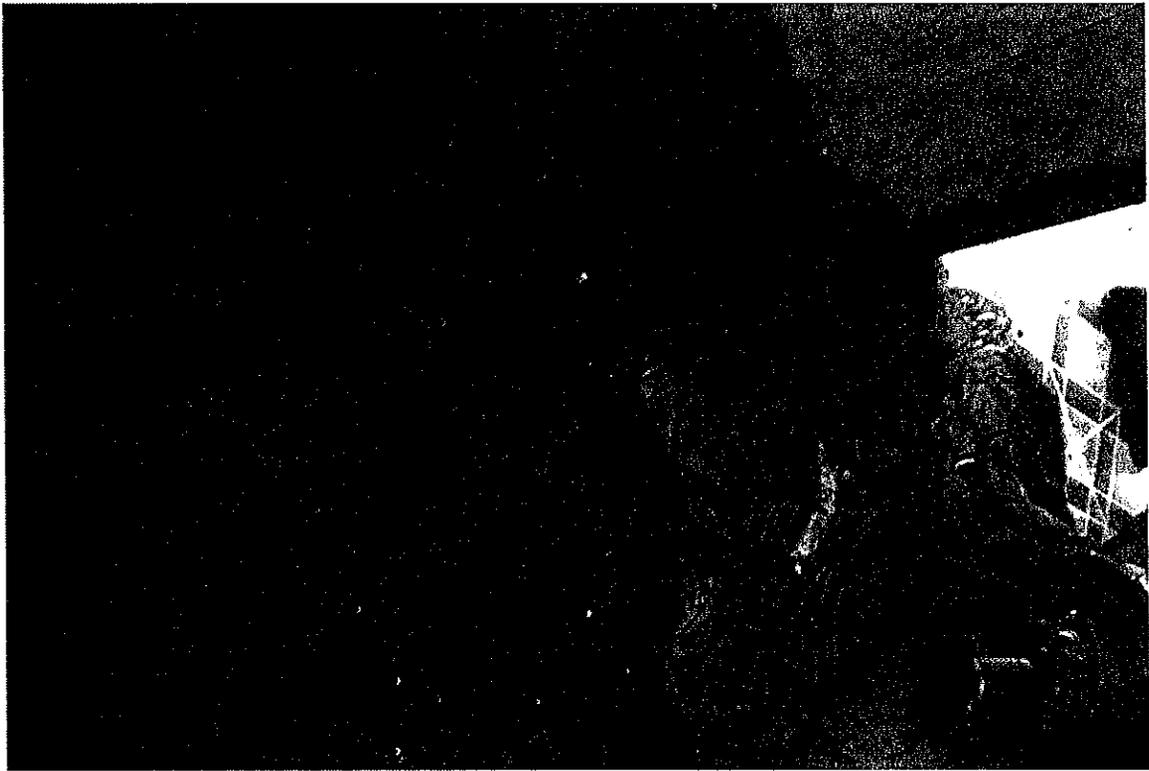


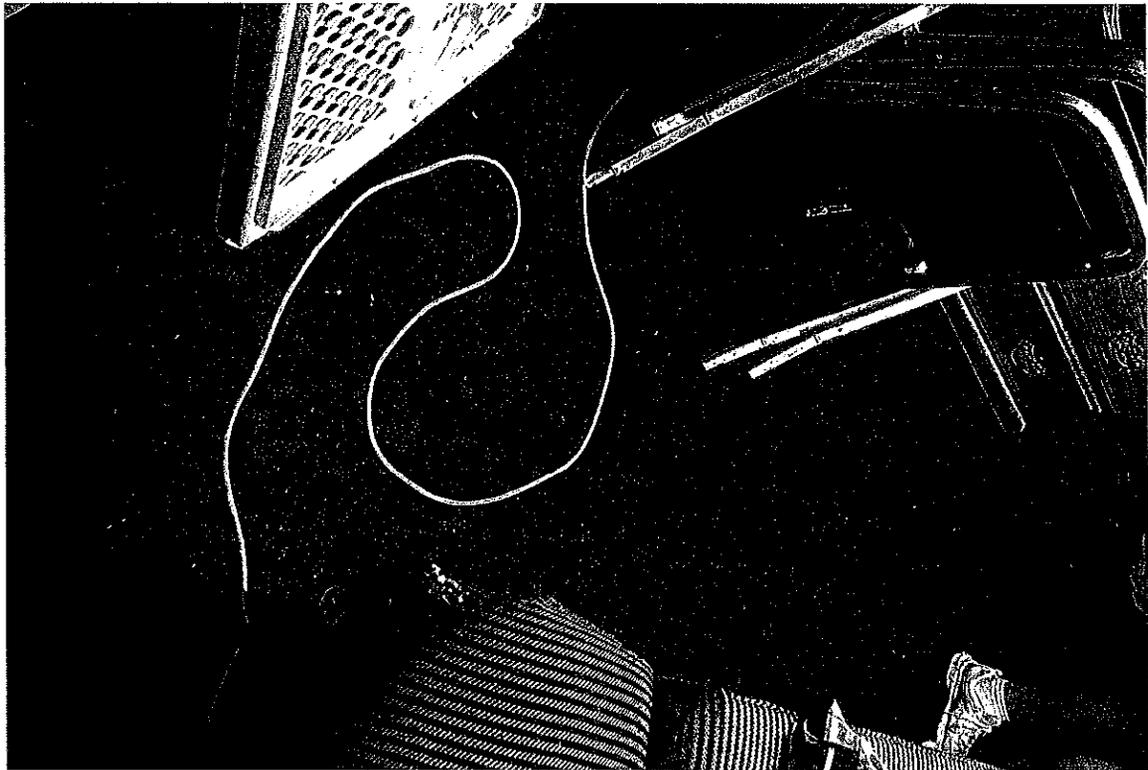




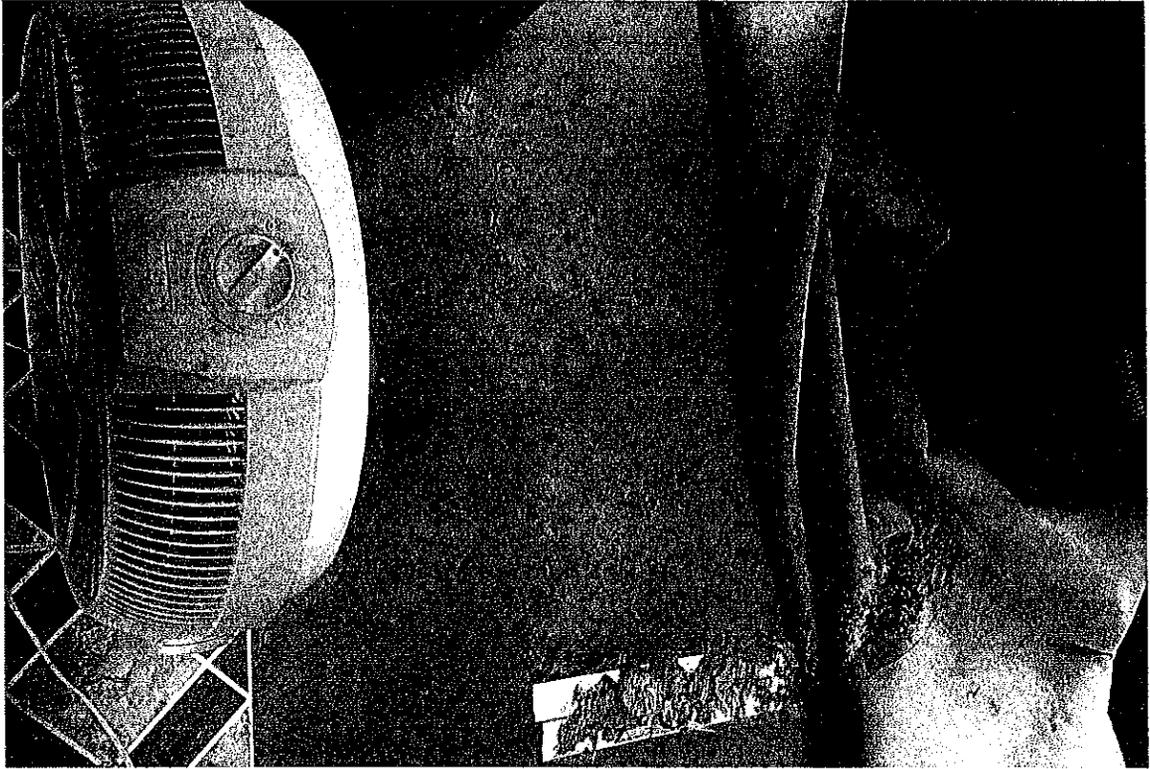


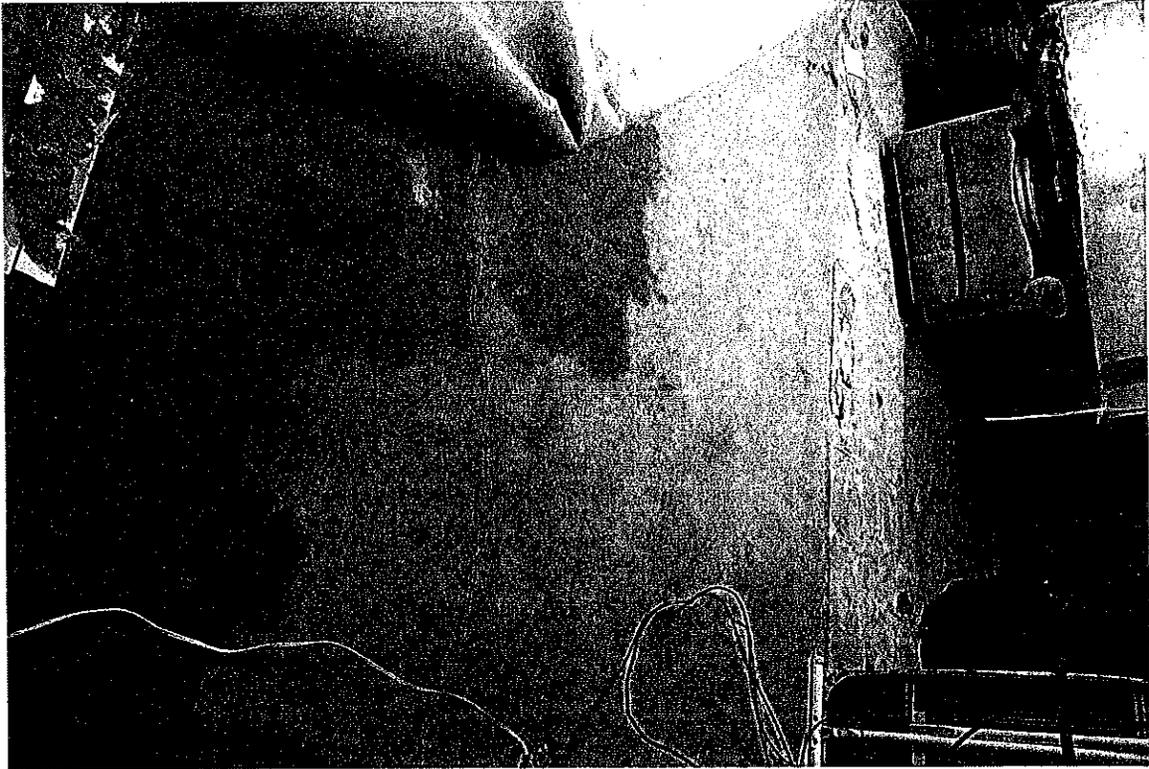






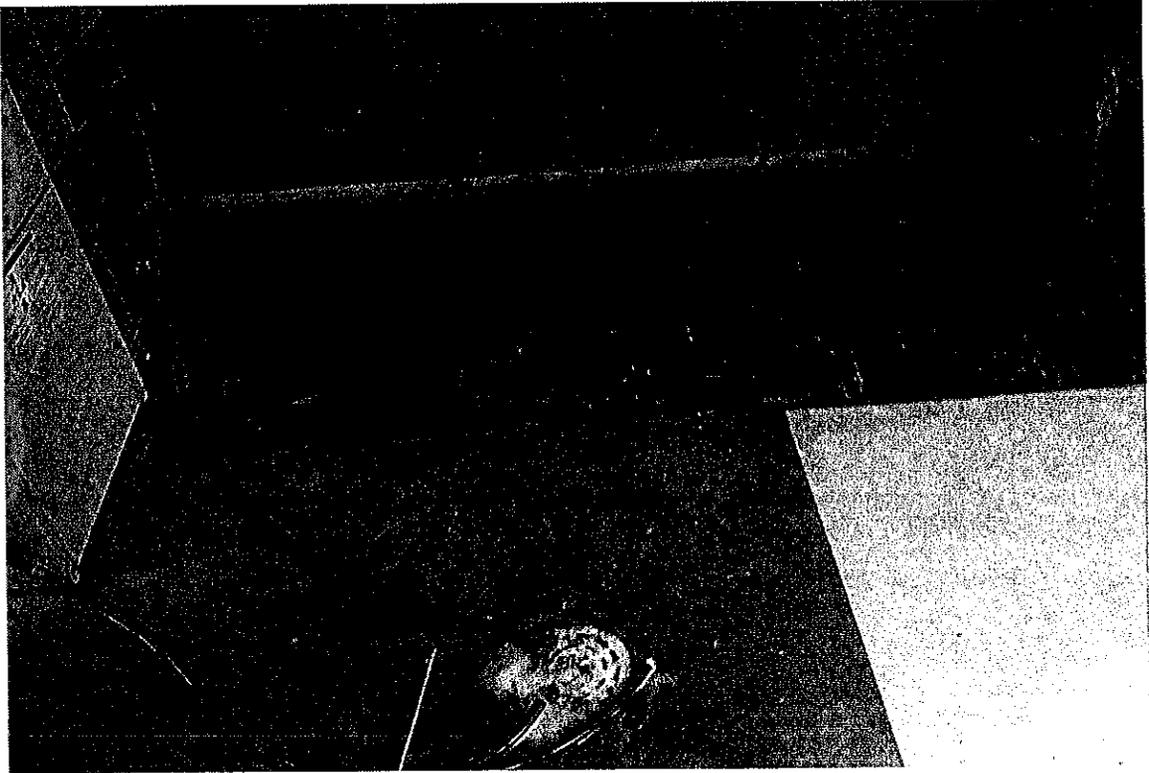


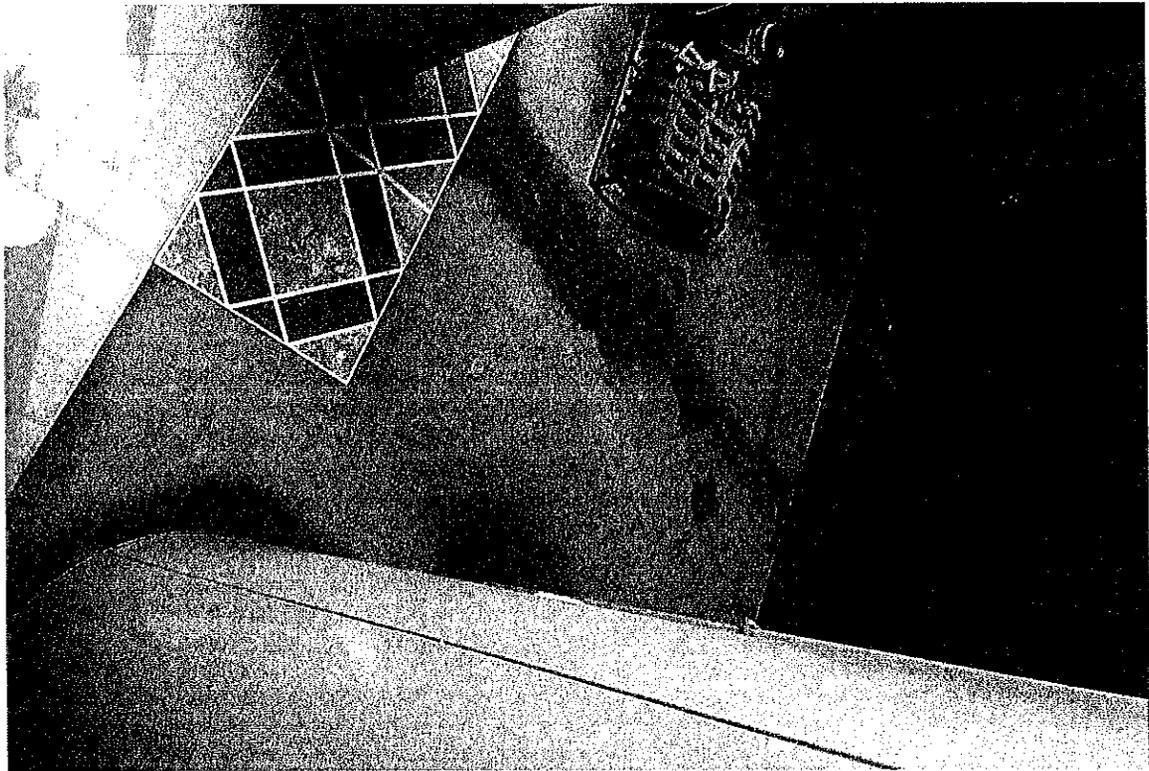


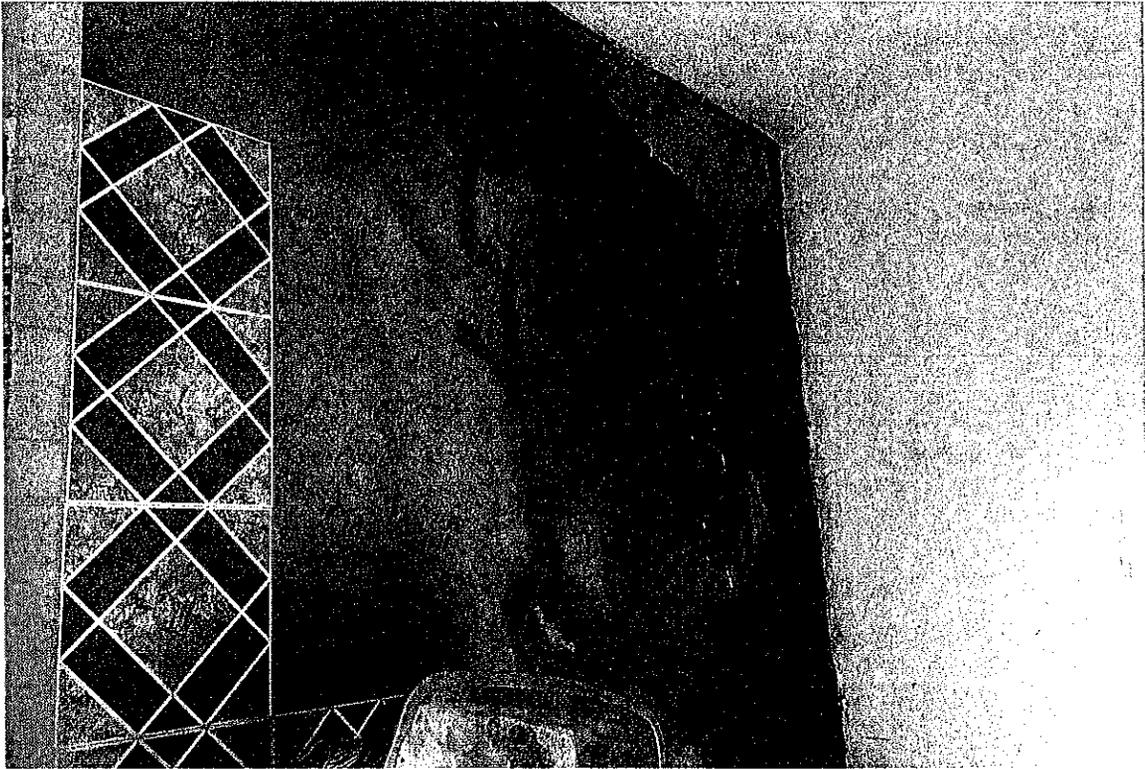








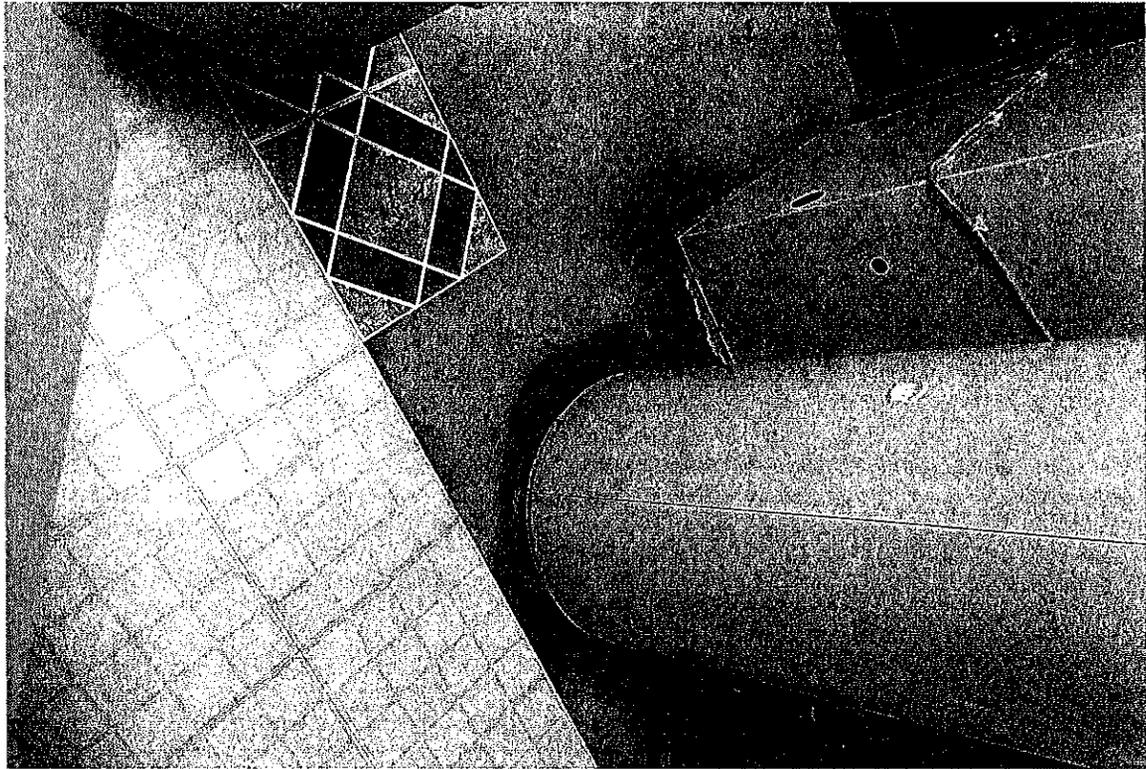




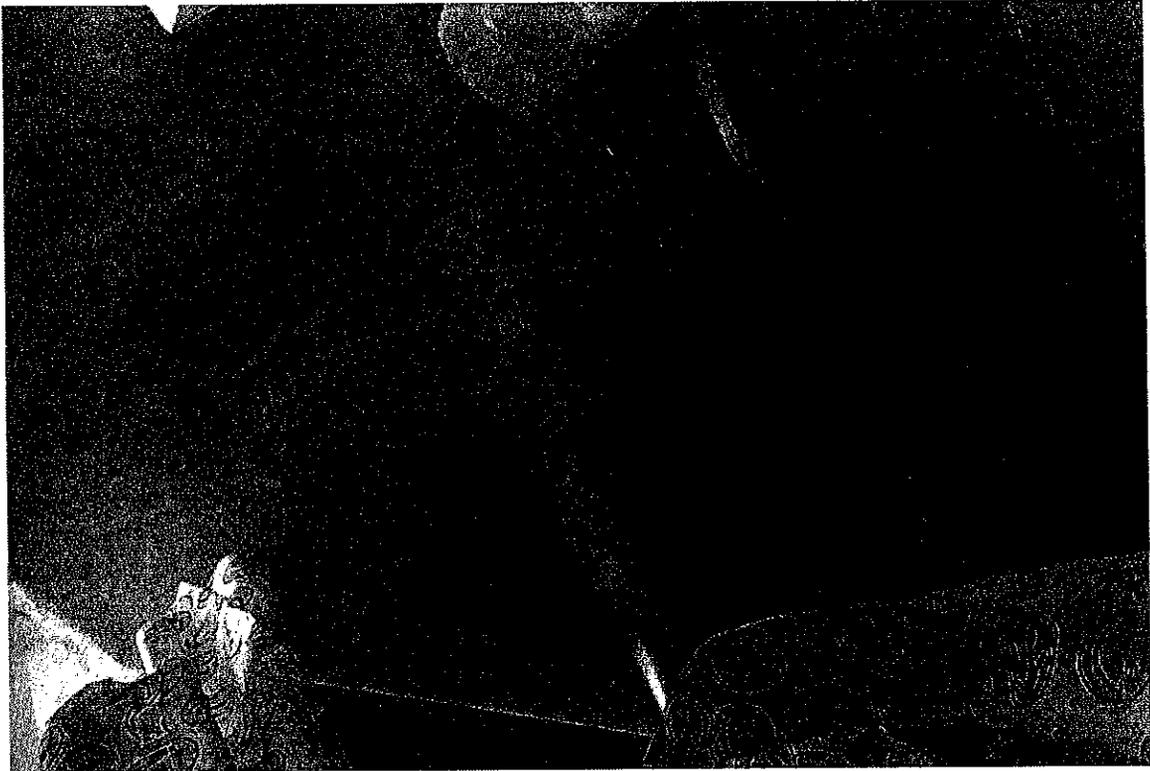


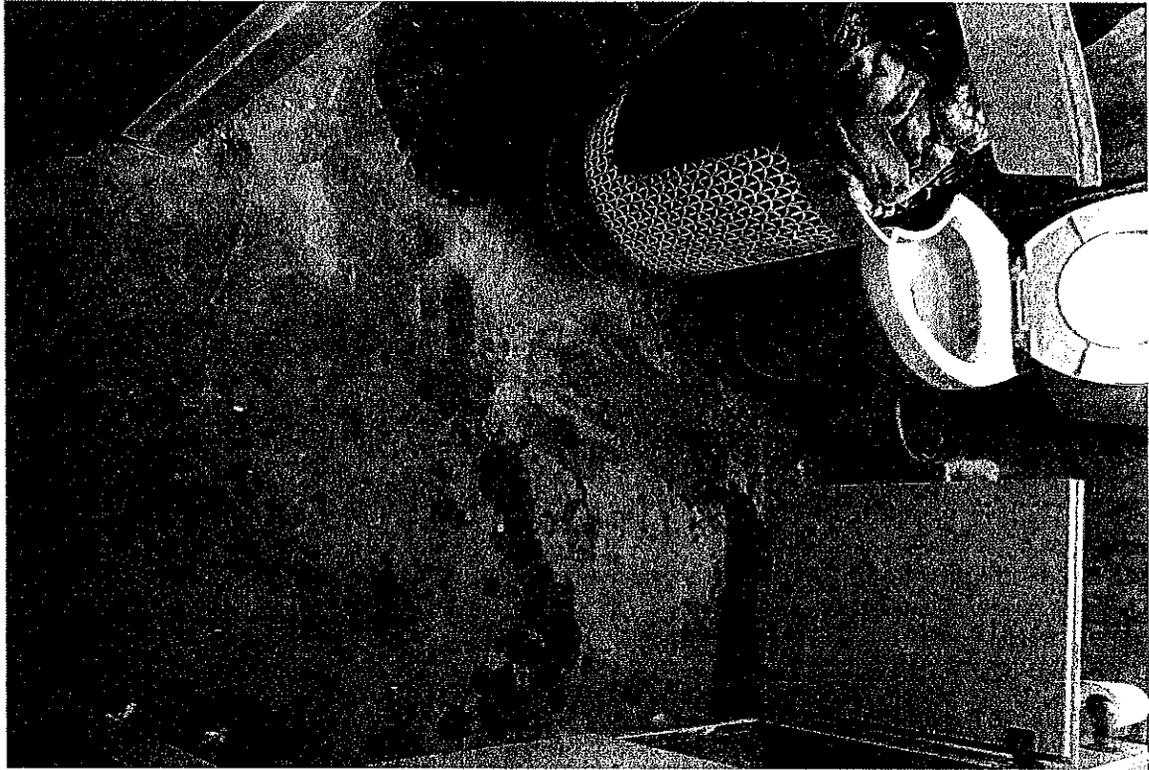




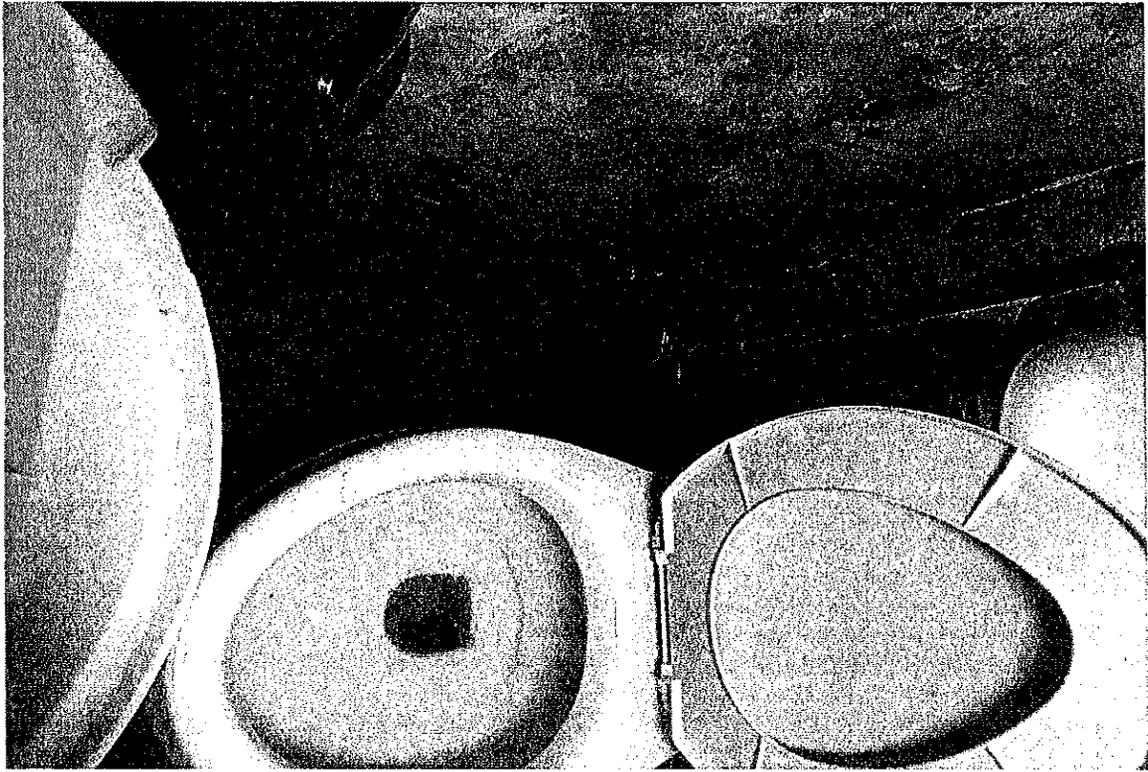




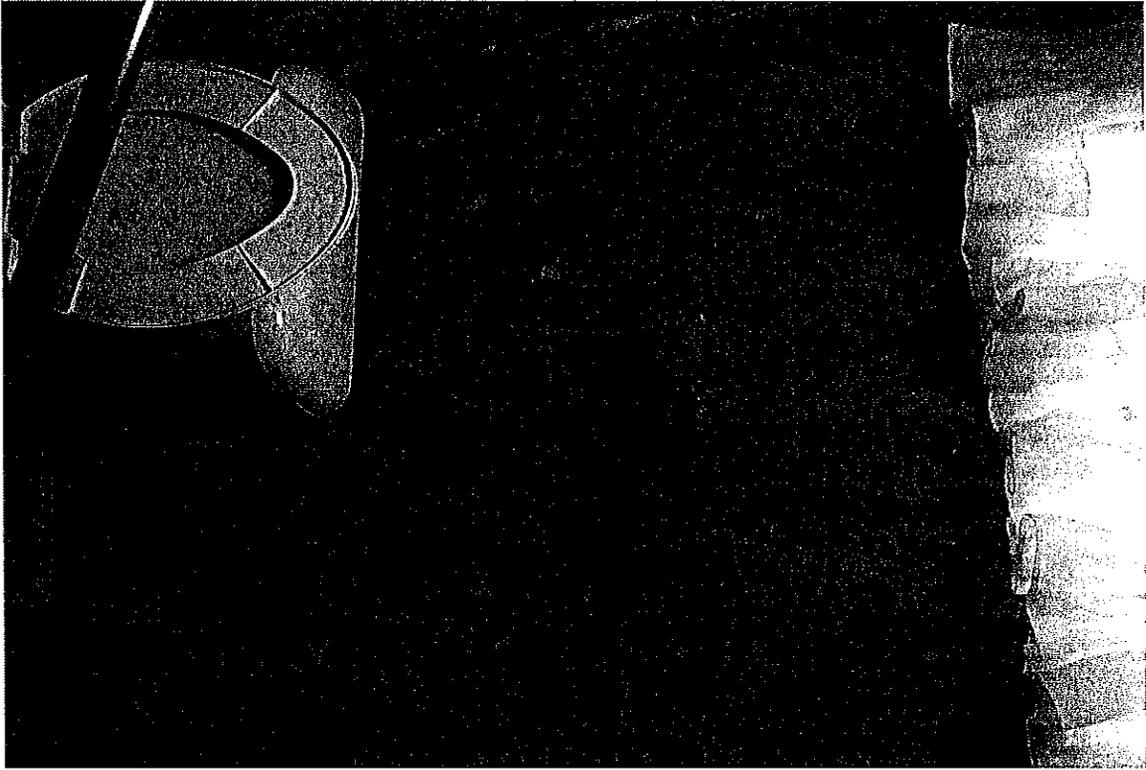










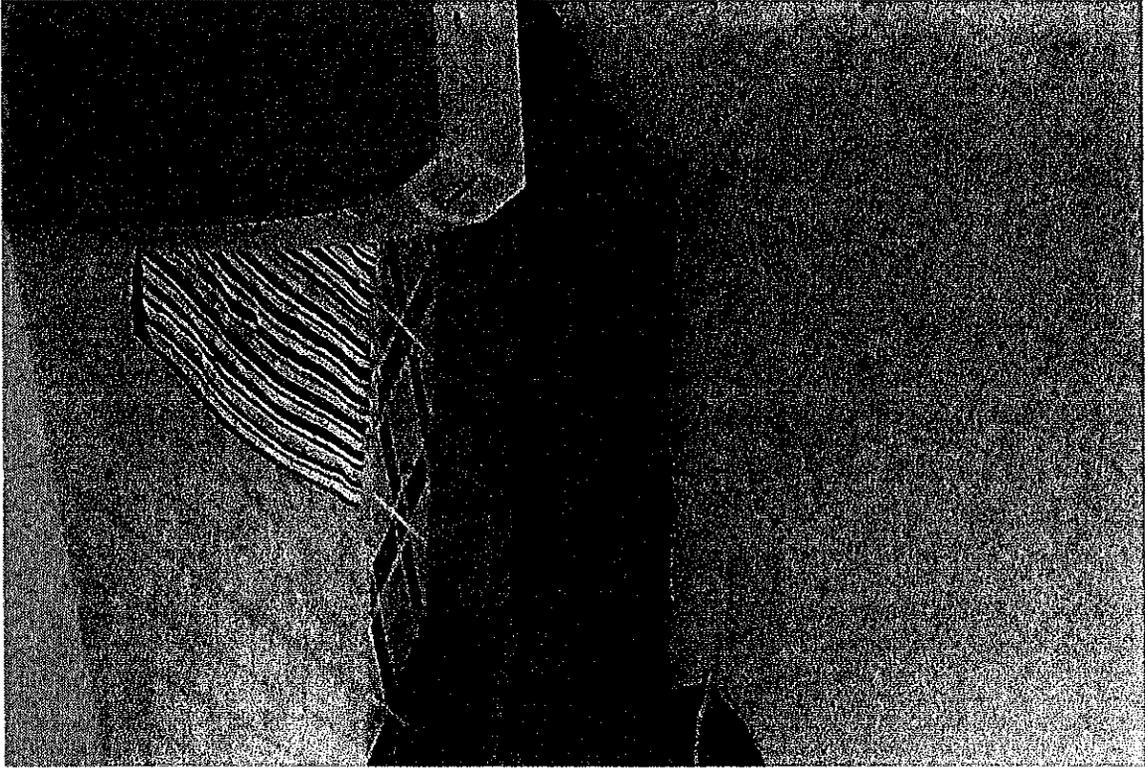




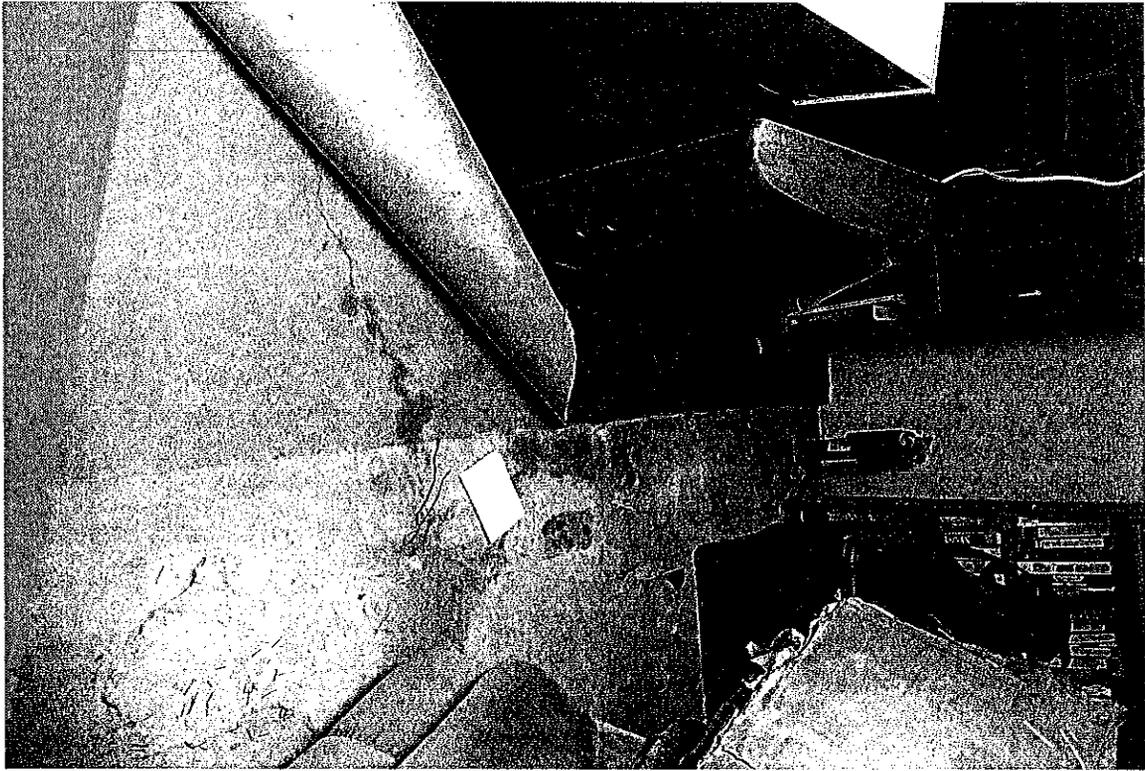


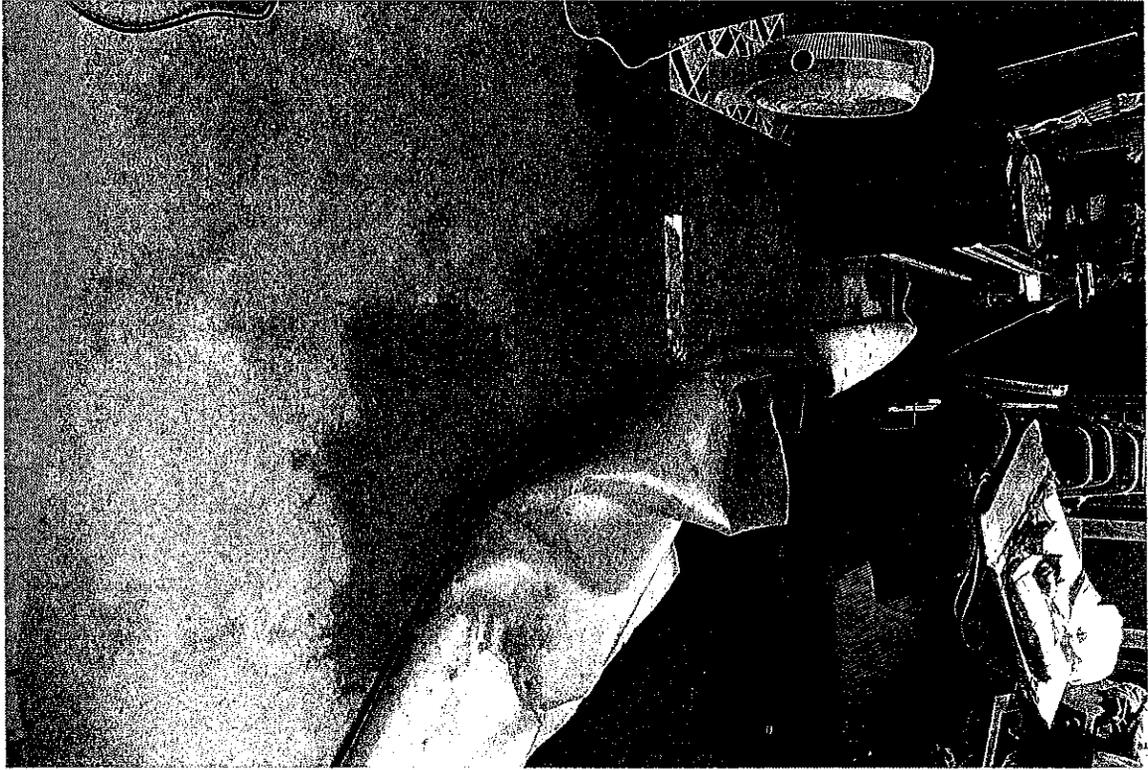




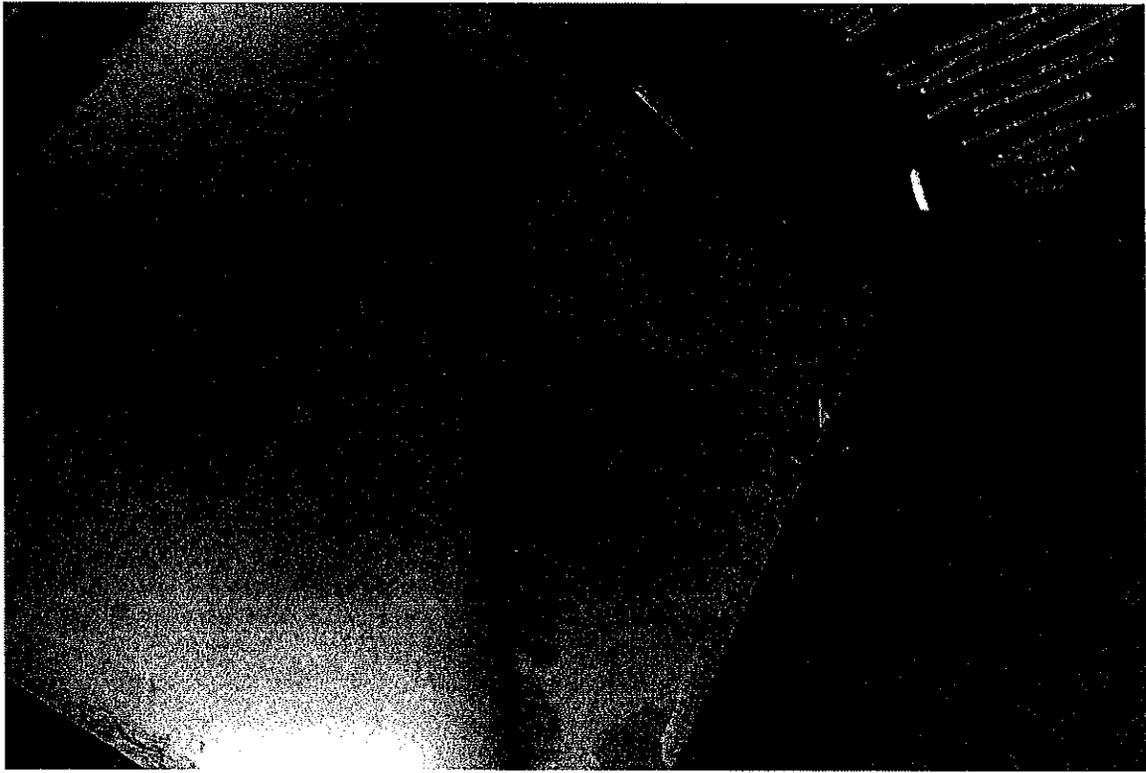












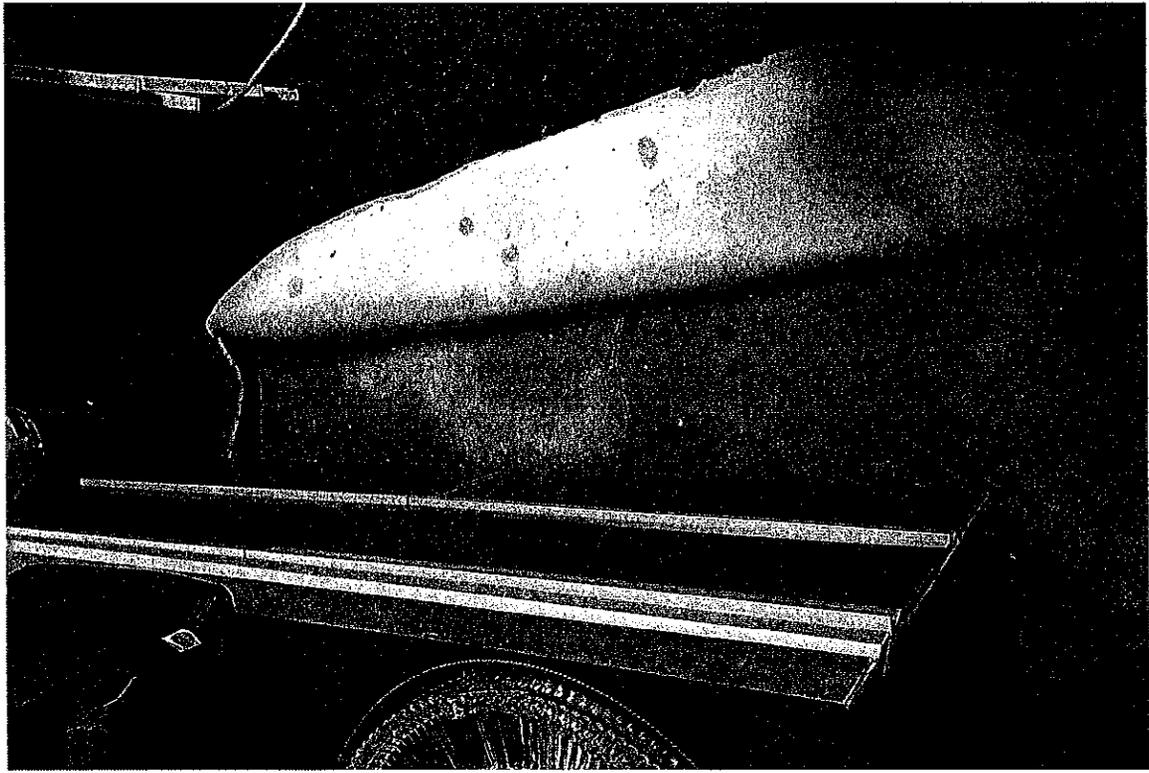


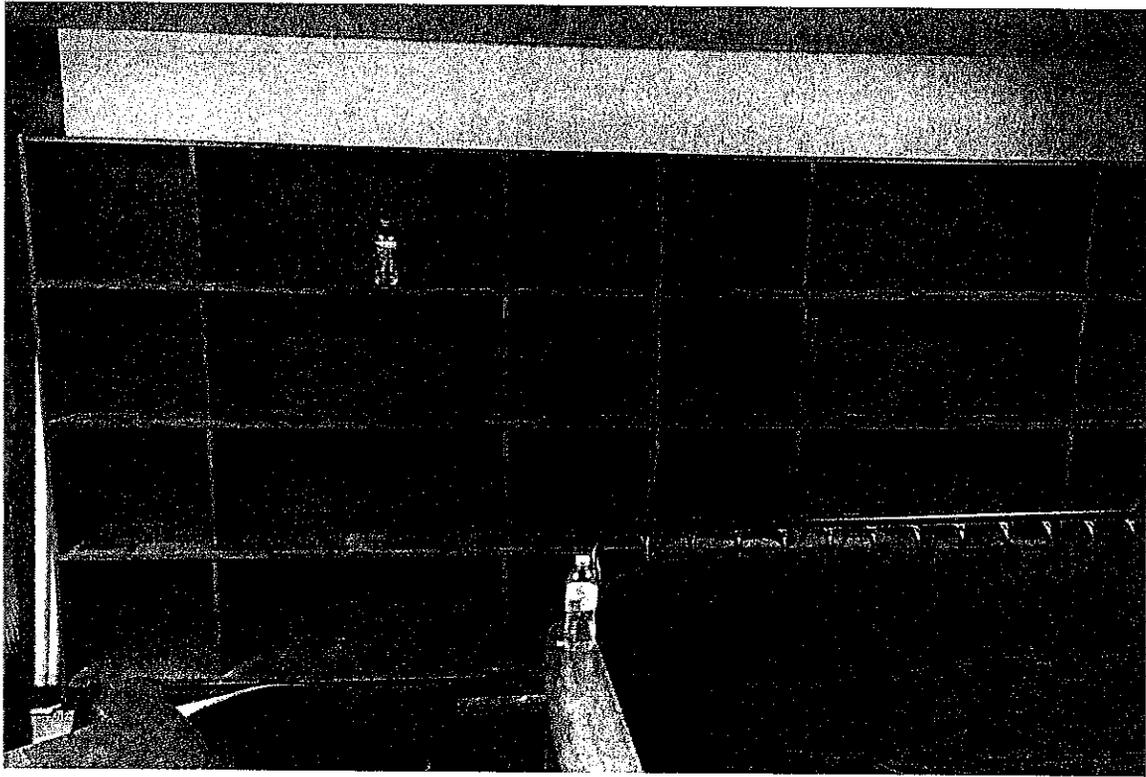


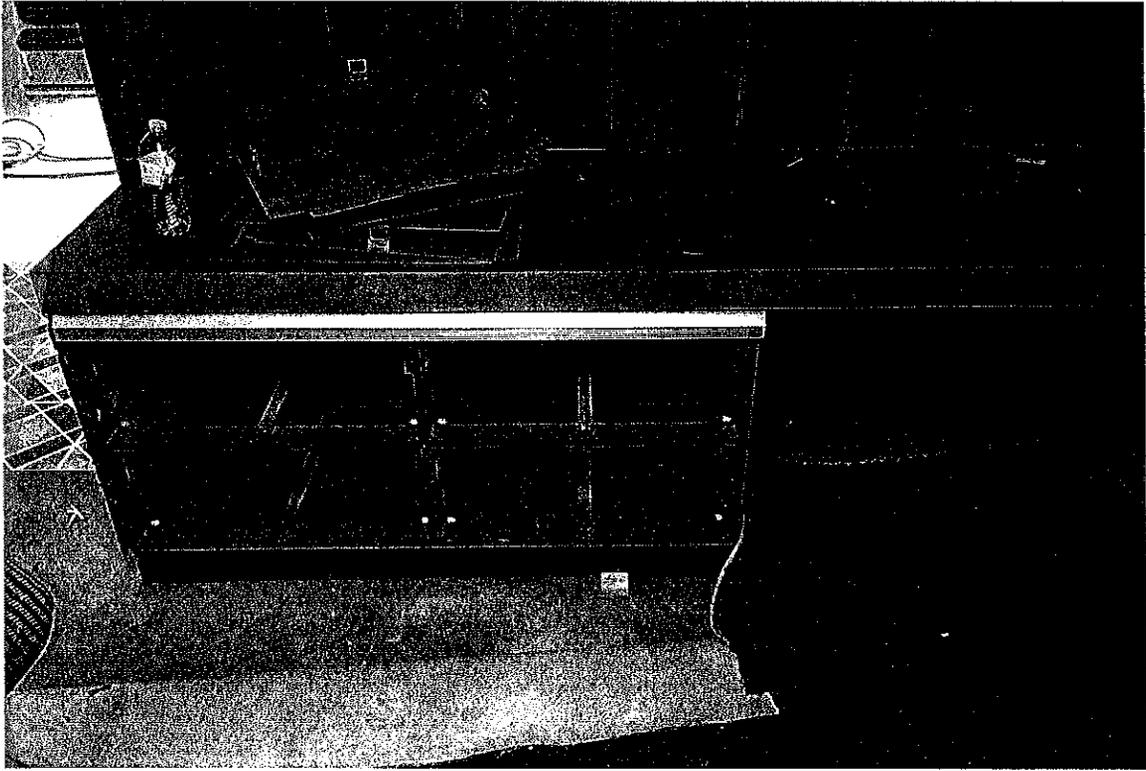


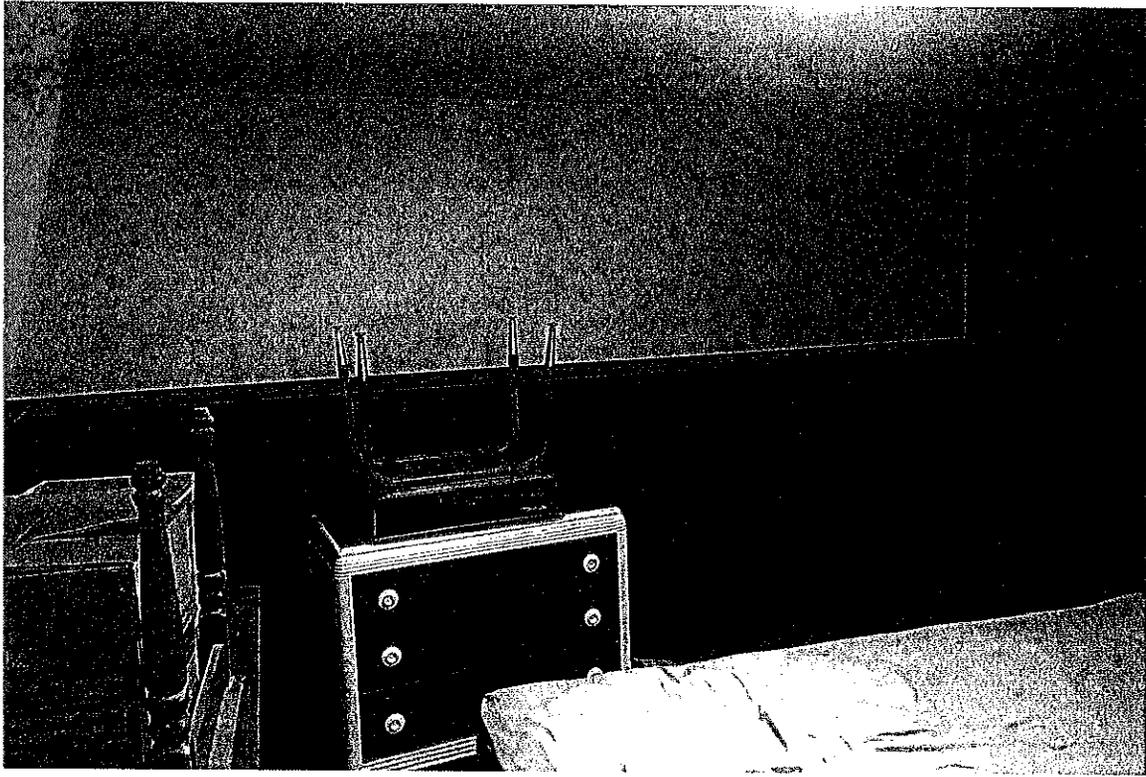


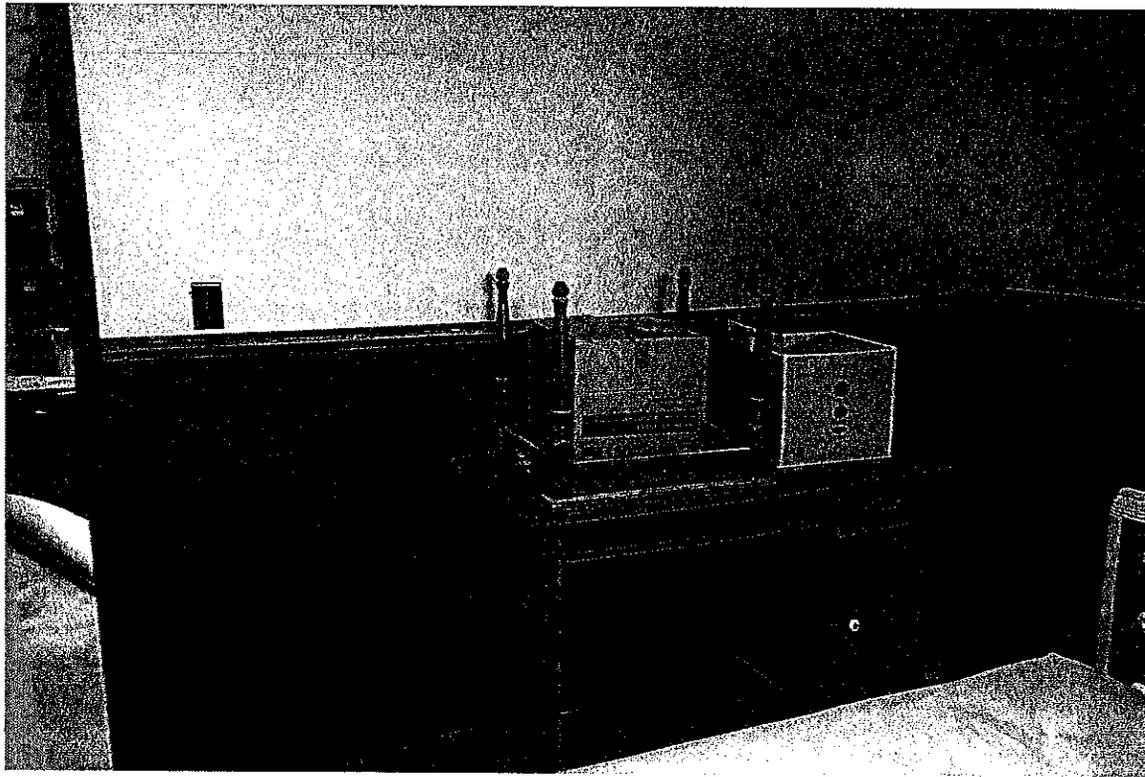


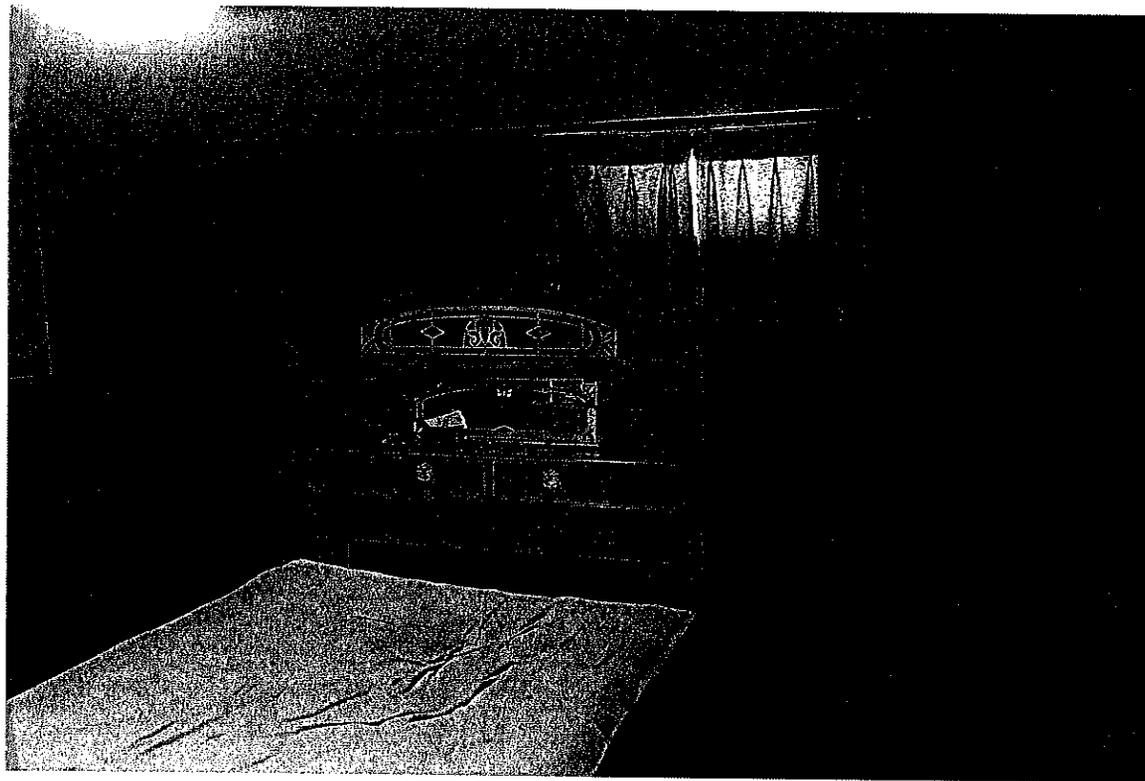












STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Paul A. Payne, City Attorney

DATE: July, 2016

SUBJECT: Acknowledge the receipt of tort claim filed by Ross Pesek

RECOMMENDATION: A approve acknowledgement of the Tort Claim filed by Ross Pesek

BACKGROUND; The City of Fremont has received a Notice of Tort Claim on behalf of the family of Andrew Perez-Martinez alleging certain claims in connection with alleged fatal injury which occurred on May 9, 2016 at Fremont, Nebraska.

Without getting into issues concerning the City's and other parties' liability, and whether the claim of Ross Pesek 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



July 6, 2016

Kimberly Volk
City Clerk
400 E. Military Avenue
Fremont, NE 68025

RE: Andrew Perez-Martinez

Dear Ms. Volk,

As you are aware, on May 9, 2016 Andrew Perez Martinez was fatally injured in a car accident while walking home from school – the Johnson Crossing Academic Center (JCAC). Unfortunately, this was an avoidable accident that was caused by the failure of the City of Fremont, Dodge County and Fremont Public Schools to work together to ensure a safe route to school existed for students.

Traffic and safety issues have been the focus of repeated criticism and concern of parents since JCAC opened in 2012. The failure of public officials to work together to address these issues with student safety as the primary concern led to the tragic death of Andrew Perez-Martinez

Claim is hereby being made pursuant to Neb. Rev. Stat.13-905 for payment of medical expenses incurred, funeral costs and any other damages recoverable under the law. As of now, the family of Andrew Perez-Martinez has incurred more than \$160,000 of medical bills and will likely learn of more.

Please feel free to contact me at (402) 342-9684 to work toward resolving this issue without resorting to litigation.

Warm Regards,

Ross Pesek

RECEIVED
JUL 11 2016

BY:

SCANNED

JUL 11 2016

BY:

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Paul A. Payne, City Attorney

DATE: July, 2016

SUBJECT: Acknowledge the receipt of tort claim filed by Lucille Schmit

RECOMMENDATION: A approve acknowledgement of the Tort Claim filed by Lucille Schmit

BACKGROUND; The City of Fremont has received a Notice of Tort Claim on behalf of Cornelius and Lucille Schmit alleging certain claims in connection with an alleged flooding which occurred on or about June 18, 2016 at 2020 East 20th Street, Fremont, Nebraska.

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

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

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

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

Fiscal Impact: unknown

TORT CLAIM SUBMISSION FORM

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

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

Please complete the following:

Claimant Name: Cornelius & Lucille Schmit Phone Number: ~~XXXXXXXXXX~~

Claimant Address: 2020 E. 20th St. ~~XXXXXXXXXX~~
(RICH)

Date of Loss: 6-18-16

Location of Loss: 2020 E 20th St.

Description of Loss (use another sheet of paper if necessary):
water damage to walls, furniture, carpets, bookcases, pictures & old antique trunks, bed couch/s/sofa. Had a company from North Platte extract water for 12-13 hours. Extracted nearly 1000 gal of water and dried the basement for 10 days with dehumidifier and fans. The city's pumps weren't working.

Witness Name: Richard J. Schmit Richard Witness Phone: ~~XXXXXXXXXX~~

Attachments: 1 Photo(s): 9 Estimates: \$19,424.⁰⁵ Medical Bill(s): 0

Other: _____ (Check all that apply)

Lucille Schmit
Signature of Claimant

7-14-16
Date

Lucille Schmit
Printed Name of Claimant

City Department Involved: _____

RECEIVED
JUL 14 2016
BY: JM SCANNED
JUL 15 2016



True Clean Carpet Care & Restoration Specialist

620 North Custer Avenue
North Platte, NE 69101
(308) 534-1688

Client: Cornelius & Lucille Schmit
Property: 2020 E 20th
Fremont, NE 68025

Operator Info:
Operator: OWNER

Estimator: Tim Schmit
Business: 620 North Custer
North Platte, NE 69101

Business: (308) 520-6916

Type of Estimate: Water Damage

Date Entered: 6/22/2016

Date Assigned:

Price List: NEOM7X_JUN16

Labor Efficiency: Restoration/Service/Remodel

Estimate: CORNELIUS_SCHMIT

THE FOLLOWING IS AN ESTIMATE FOR DAMAGE TO THE ABOVE ADDRESS.
IN THE EVENT YOU HAVE QUESTIONS OR COMMENTS REGARDING THIS LOSS, PLEASE CONTACT ME.
THANK YOU FOR PLACING YOUR TRUST IN TRUE CLEAN CARPET CARE AND RESTORATION.



True Clean Carpet Care & Restoration Specialist

620 North Custer Avenue
North Platte, NE 69101
(308) 534-1688

CORNELIUS_SCHMIT

General

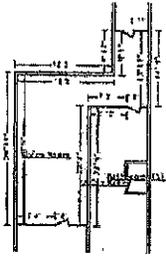
General

| DESCRIPTION | QNTY | REMOVE | REPLACE | TOTAL |
|---|-----------|--------|---------|----------|
| 1. Emergency service call - after business hours | 1.00 EA | 0.00 | 175.08 | 175.08 |
| 2. Equipment setup, take down, and monitoring (hourly charge) 2 hours set up 12 hours monitoring 2 hours take down | 14.00 HR | 0.00 | 41.69 | 583.66 |
| 3. Power distribution box 1 box for 13 days charging for 7 days | 7.00 DA | 0.00 | 35.80 | 250.60 |
| 4. Mileage North Platte to Fremont 6/18 | 278.00 EA | 0.00 | 0.54 | 150.12 |
| 5. Pumping of standing water - truck mounted (per hour) 7 hours extracting after business hours 6/18 | 7.00 HR | 0.00 | 295.03 | 2,065.21 |
| 6. Pumping of standing water - truck mounted (per hour) 6/19 8 hours extracting water after business hours | 8.00 HR | 0.00 | 295.03 | 2,360.24 |
| 7. Mileage 6/20 Fremont to North Platte | 278.00 EA | 0.00 | 0.54 | 150.12 |
| 8. Mileage 6/22 North Platte To Fremont | 278.00 EA | 0.00 | 0.54 | 150.12 |
| 9. Mileage 6/23 Fremont to North Platte | 278.00 EA | 0.00 | 0.54 | 150.12 |
| 10. Mileage 6/25 North Platte to Fremont | 278.00 EA | 0.00 | 0.54 | 150.12 |
| 11. Mileage 6/26 Fremont to North Platte | 278.00 EA | 0.00 | 0.54 | 150.12 |
| 12. Mileage 7/5 North Platte to Fremont | 278.00 EA | 0.00 | 0.54 | 150.12 |
| 13. Mileage 7/6 Fremont to North Platte | 278.00 EA | 0.00 | 0.54 | 150.12 |
| Total: General | | | | 6,635.75 |



True Clean Carpet Care & Restoration Specialist

620 North Custer Avenue
 North Platte, NE 69101
 (308) 534-1688



Living Room

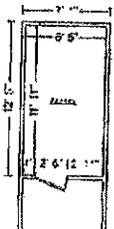
Height: 8'

| | |
|-----------------------------|---------------------------|
| 979.19 SF Walls | 498.79 SF Ceiling |
| 1,477.97 SF Walls & Ceiling | 498.79 SF Floor |
| 55.42 SY Flooring | 122.40 LF Floor Perimeter |
| 122.40 LF Ceil. Perimeter | |

| DESCRIPTION | QNTY | REMOVE | REPLACE | TOTAL |
|---|-----------|--------|---------|----------|
| 14. Water extraction from floor - Weight-assisted | 498.79 SF | 0.00 | 0.84 | 418.98 |
| 15. Baseboard - Detach | 105.00 LF | 0.00 | 0.84 | 88.20 |
| 16. Dehumidifier (per 24 hour period) - Large - No monitoring 6/20 - 7/5 1 dehu for 15 days charging for 9 days | 9.00 EA | 0.00 | 71.00 | 639.00 |
| 17. Dehumidifier (per 24 hour period) - XLarge - No monitoring 6/20 - 7/5 1 extra large dehu for 15 days charging for 9 days | 9.00 EA | 0.00 | 101.25 | 911.25 |
| 18. Mini air mover (per 24 hour period) - No monitoring 6/22 - 7/5 3 mini air movers for 13 days charging for 7 days | 21.00 EA | 0.00 | 10.00 | 210.00 |
| 19. Air mover (per 24 hour period) - No monitoring 6/22 - 7/5 7 air movers for 13 days charging for 7 days | 49.00 EA | 0.00 | 24.95 | 1,222.55 |
| 20. Mini air mover (per 24 hour period) - No monitoring 6/25 - 7/5 3 mini air movers for 10 days charging for 4 days | 12.00 EA | 0.00 | 10.00 | 120.00 |
| 21. Clean and deodorize carpet | 498.79 SF | 0.00 | 0.32 | 159.61 |

Totals: Living Room

3,769.59



Pantry

Height: 8'

| | |
|---------------------------|--------------------------|
| 292.76 SF Walls | 76.04 SF Ceiling |
| 368.80 SF Walls & Ceiling | 76.04 SF Floor |
| 8.45 SY Flooring | 36.60 LF Floor Perimeter |
| 36.60 LF Ceil. Perimeter | |

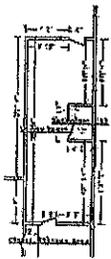
| DESCRIPTION | QNTY | REMOVE | REPLACE | TOTAL |
|--|----------|--------|---------|-------|
| 22. Water extraction from hard surface floor CORNELIUS_SCHMIT | 76.04 SF | 0.00 | 0.20 | 15.21 |

7/4/2016

Page: 3

CONTINUED - Pantry

| DESCRIPTION | QNTY | REMOVE | REPLACE | TOTAL |
|--|--|--------|---------|--------------|
| 23. Mini air mover (per 24 hour period) - No monitoring | 6.00 EA | 0.00 | 10.00 | 60.00 |
| 6/20 - 6/22 & 6/25 - 7/5 | 1 mini air mover for 12 days charging for 6 days | | | |
| Totals: Pantry | | | | 75.21 |



Utility Room

Height: 8'

| | |
|-----------------------------|--------------------------|
| 711.36 SF Walls | 295.14 SF Ceiling |
| 1,006.50 SF Walls & Ceiling | 295.14 SF Floor |
| 32.79 SY Flooring | 88.92 LF Floor Perimeter |
| 88.92 LF Ceil. Perimeter | |



Subroom: Bathroom (1)

Height: 8'

| | |
|---------------------------|--------------------------|
| 147.11 SF Walls | 20.57 SF Ceiling |
| 167.68 SF Walls & Ceiling | 20.57 SF Floor |
| 2.29 SY Flooring | 18.39 LF Floor Perimeter |
| 18.39 LF Ceil. Perimeter | |

| DESCRIPTION | QNTY | REMOVE | REPLACE | TOTAL |
|--|---|--------|---------|--------|
| 24. Water extraction from hard surface floor | 315.71 SF | 0.00 | 0.20 | 63.14 |
| 25. Dehumidifier (per 24 hour period) - Large - No monitoring | 9.00 EA | 0.00 | 71.00 | 639.00 |
| 6/20 - 7/5 | 1 dehu for 15 days charging for 9 days | | | |
| 26. Air mover (per 24 hour period) - No monitoring | 2.00 EA | 0.00 | 24.95 | 49.90 |
| 6/20 - 7/5 | 2 air movers for 2 days charging for 1 day | | | |
| 27. Air mover (per 24 hour period) - No monitoring | 7.00 EA | 0.00 | 24.95 | 174.65 |
| 6/22 - 7/5 | 1 air mover for 13 days charging for 7 days | | | |
| 28. Mini air mover (per 24 hour period) - No monitoring | 35.00 EA | 0.00 | 10.00 | 350.00 |
| 6/22 - 7/5 | 5 mini air movers for 13 days charging for 7 days | | | |

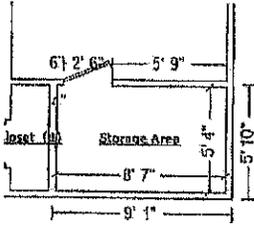
Totals: Utility Room

1,276.69



True Clean Carpet Care & Restoration Specialist

620 North Custer Avenue
 North Platte, NE 69101
 (308) 534-1688

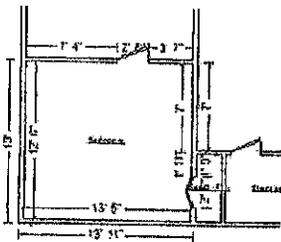


Storage Area

Height: 8'

| | |
|---------------------------|--------------------------|
| 222.58 SF Walls | 45.83 SF Ceiling |
| 268.42 SF Walls & Ceiling | 45.83 SF Floor |
| 5.09 SY Flooring | 27.82 LF Floor Perimeter |
| 27.82 LF Ceil. Perimeter | |

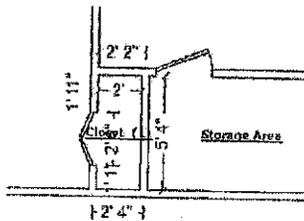
| DESCRIPTION | QNTY | REMOVE | REPLACE | TOTAL |
|---|----------|--------|---------|--------|
| 29. Water extraction from hard surface floor | 45.83 SF | 0.00 | 0.20 | 9.17 |
| 30. Air mover (per 24 hour period) - No monitoring | 14.00 EA | 0.00 | 24.95 | 349.30 |
| 6/22-7/5 2 air movers for 13 days charging for 7 days | | | | |
| Totals: Storage Area | | | | 358.47 |



Bedroom

Height: 8'

| | |
|---------------------------|--------------------------|
| 414.52 SF Walls | 167.58 SF Ceiling |
| 582.10 SF Walls & Ceiling | 167.58 SF Floor |
| 18.62 SY Flooring | 51.81 LF Floor Perimeter |
| 51.81 LF Ceil. Perimeter | |



Subroom: Closet (1)

Height: 8'

| | |
|---------------------------|--------------------------|
| 118.00 SF Walls | 10.80 SF Ceiling |
| 128.80 SF Walls & Ceiling | 10.80 SF Floor |
| 1.20 SY Flooring | 14.75 LF Floor Perimeter |
| 14.75 LF Ceil. Perimeter | |

| DESCRIPTION | QNTY | REMOVE | REPLACE | TOTAL |
|---|-----------|--------|---------|--------|
| 31. Water extraction from floor - Weight-assisted | 178.38 SF | 0.00 | 0.84 | 149.84 |
| 32. Air mover (per 24 hour period) - No monitoring | 14.00 EA | 0.00 | 24.95 | 349.30 |
| 6/22 - 7/5 2 air movers for 13 days charging for 7 days | | | | |
| 33. Mini air mover (per 24 hour period) - No monitoring | 7.00 EA | 0.00 | 10.00 | 70.00 |
| 6/22 - 7/5 1 mini air mover for 13 days charging for 7 days | | | | |



True Clean Carpet Care & Restoration Specialist

620 North Custer Avenue
 North Platte, NE 69101
 (308) 534-1688

CONTINUED - Bedroom

| DESCRIPTION | QNTY | REMOVE | REPLACE | TOTAL |
|---|---------|--------|---------|------------------|
| 34. Mini air mover (per 24 hour period) - No monitoring | 4.00 EA | 0.00 | 10.00 | 40.00 |
| 6/25 - 7/5 1 mini air mover for 10 days charging for 4 days | | | | |
| Totals: Bedroom | | | | 609.14 |
| Total: General | | | | 12,724.85 |
| Line Item Totals: CORNELIUS_SCHMIT | | | | 12,724.85 |

Grand Total Areas:

| | | |
|-----------------------------|------------------------------------|-------------------------------|
| 2,885.52 SF Walls | 1,114.75 SF Ceiling | 4,000.27 SF Walls and Ceiling |
| 1,114.75 SF Floor | 123.86 SY Flooring | 360.69 LF Floor Perimeter |
| 0.00 SF Long Wall | 0.00 SF Short Wall | 360.69 LF Ceil. Perimeter |
| 1,114.75 Floor Area | 1,027.28 Total Area | 2,885.52 Interior Wall Area |
| 1,576.85 Exterior Wall Area | 175.21 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 | |



True Clean Carpet Care & Restoration Specialist

620 North Custer Avenue
North Platte, NE 69101
(308) 534-1688

Summary

| | |
|------------------------|--------------------|
| Line Item Total | 12,724.85 |
| Replacement Cost Value | <u>\$12,724.85</u> |
| Net Claim | <u>\$12,724.85</u> |

Tim Schmit



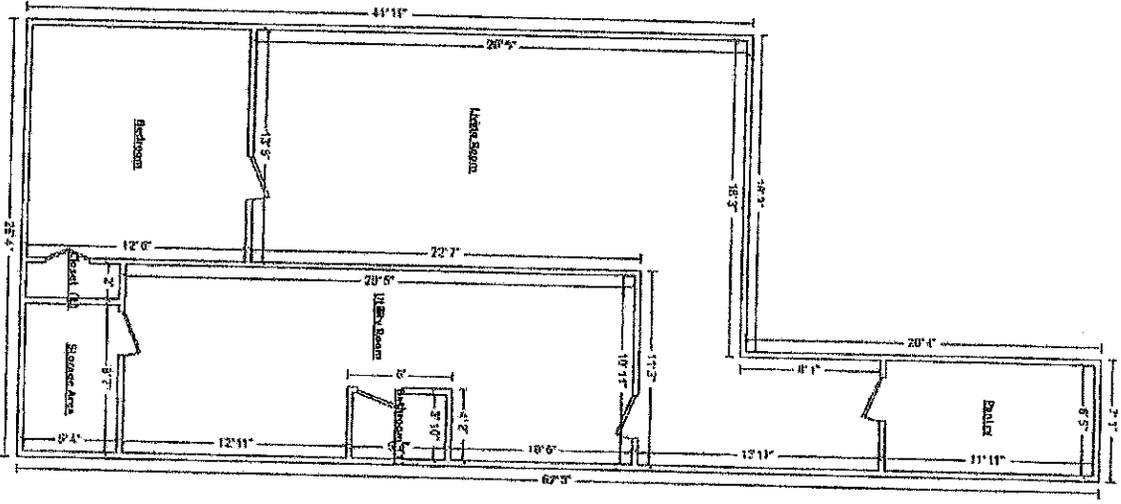
True Clean Carpet Care & Restoration Specialist

620 North Custer Avenue
North Platte, NE 69101
(308) 534-1688

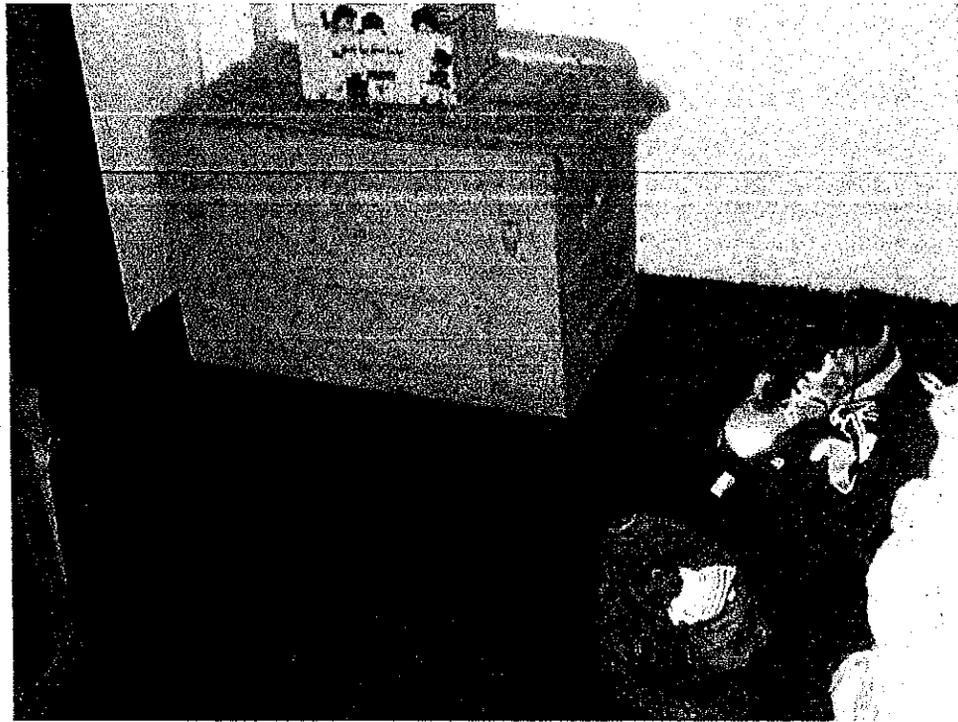
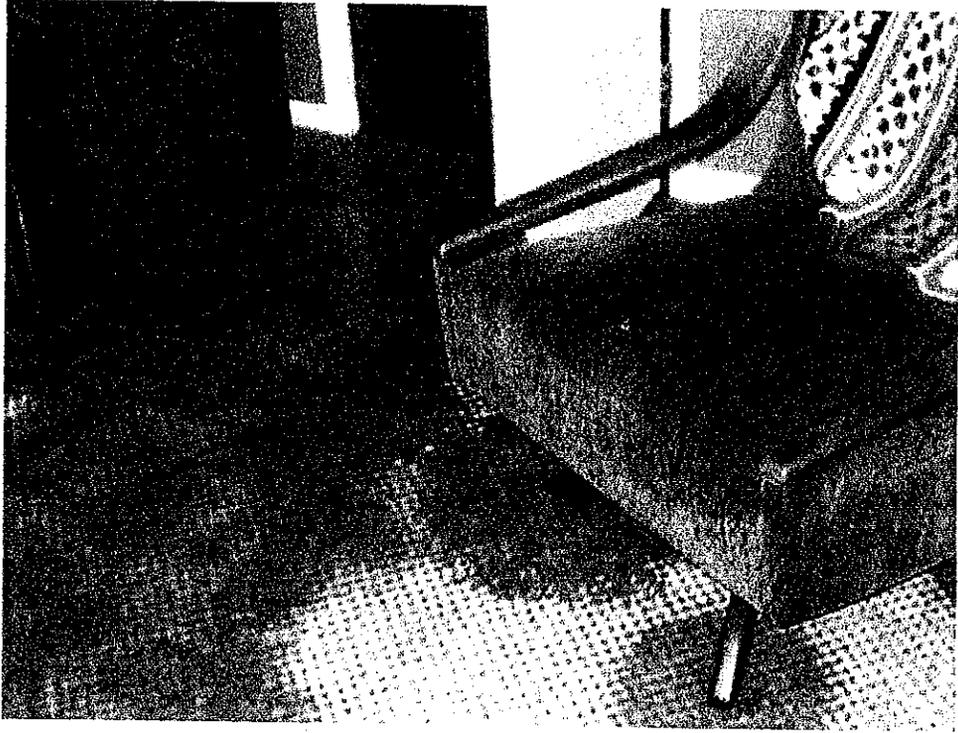
Recap by Room

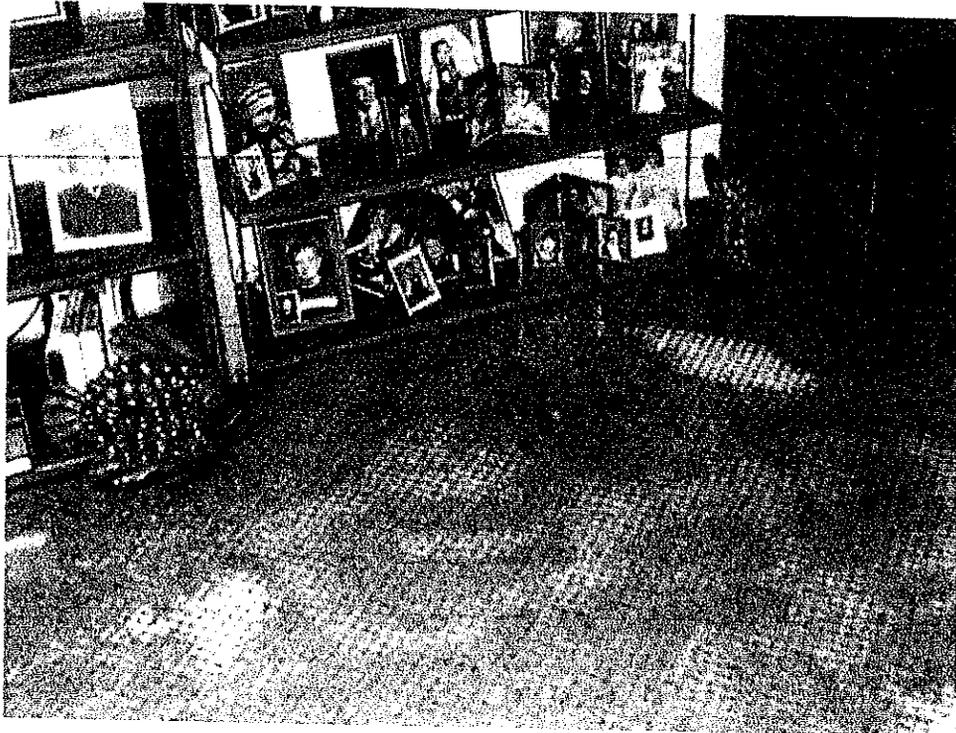
Estimate: CORNELIUS_SCHMIT

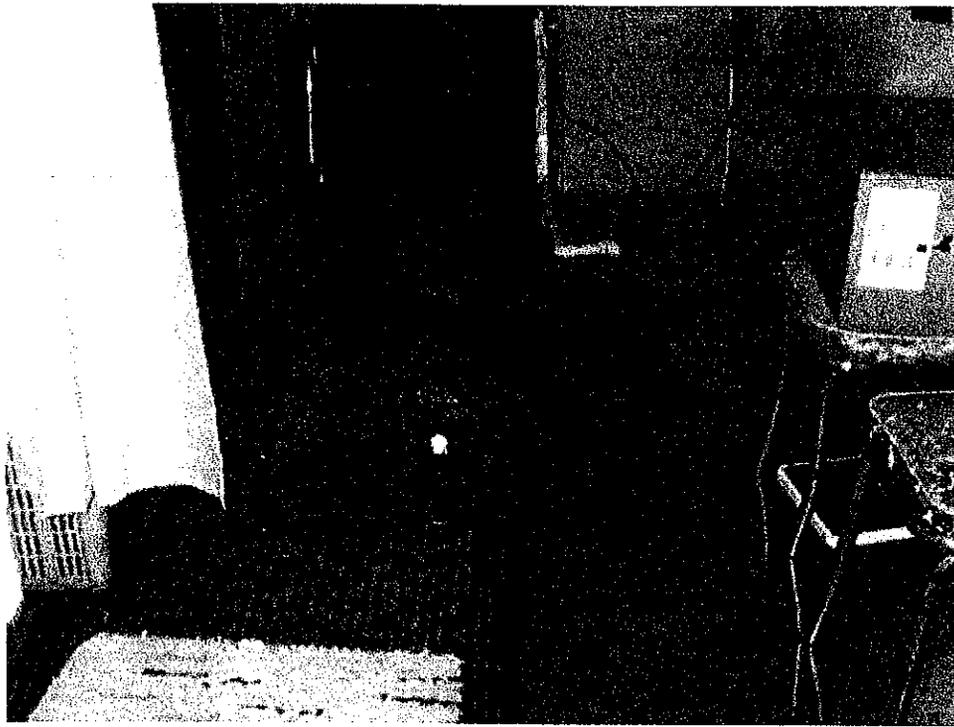
| | | |
|------------------------|-----------|---------|
| Area: General | 6,635.75 | 52.15% |
| Living Room | 3,769.59 | 29.62% |
| Pantry | 75.21 | 0.59% |
| Utility Room | 1,276.69 | 10.03% |
| Storage Area | 358.47 | 2.82% |
| Bedroom | 609.14 | 4.79% |
| <hr/> | | |
| Area Subtotal: General | 12,724.85 | 100.00% |
| <hr/> | | |
| Subtotal of Areas | 12,724.85 | 100.00% |
| <hr/> | | |
| Total | 12,724.85 | 100.00% |

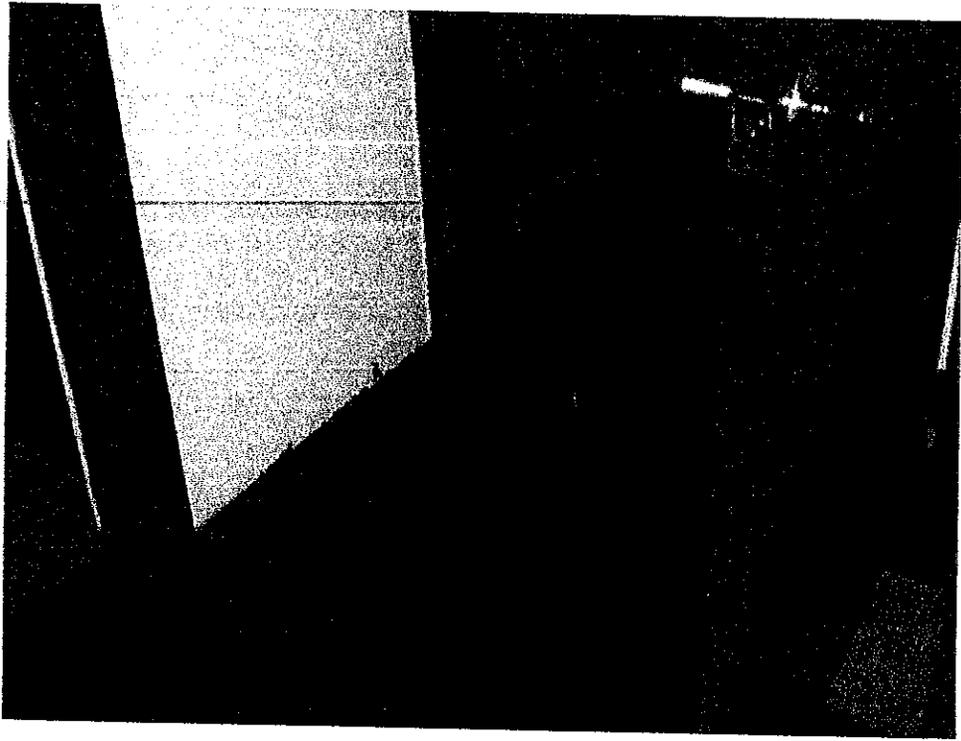
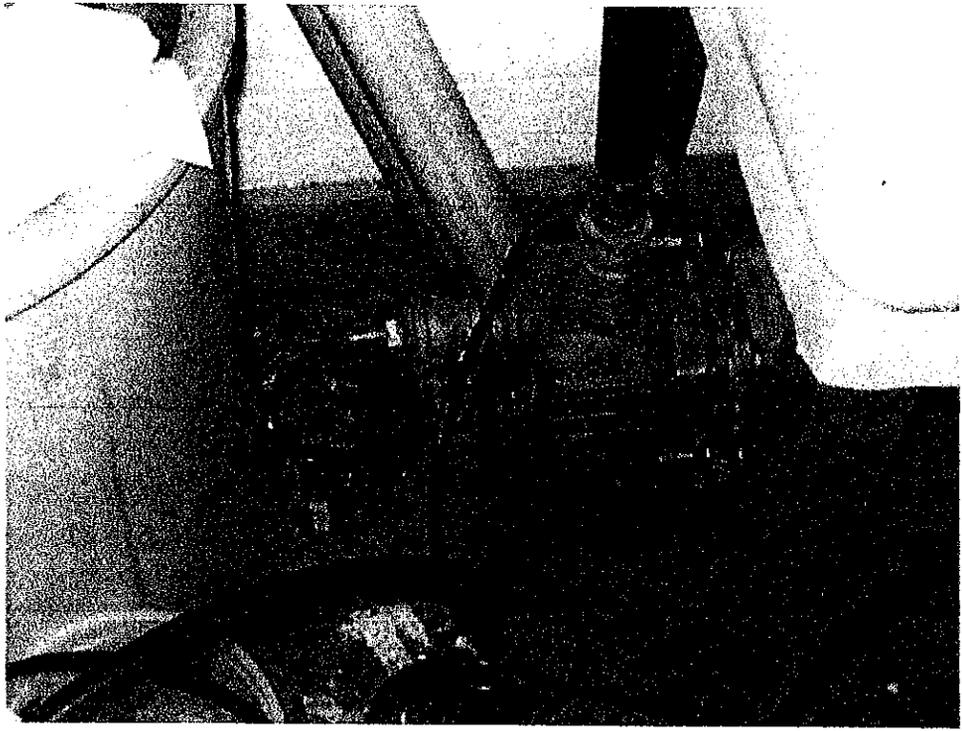


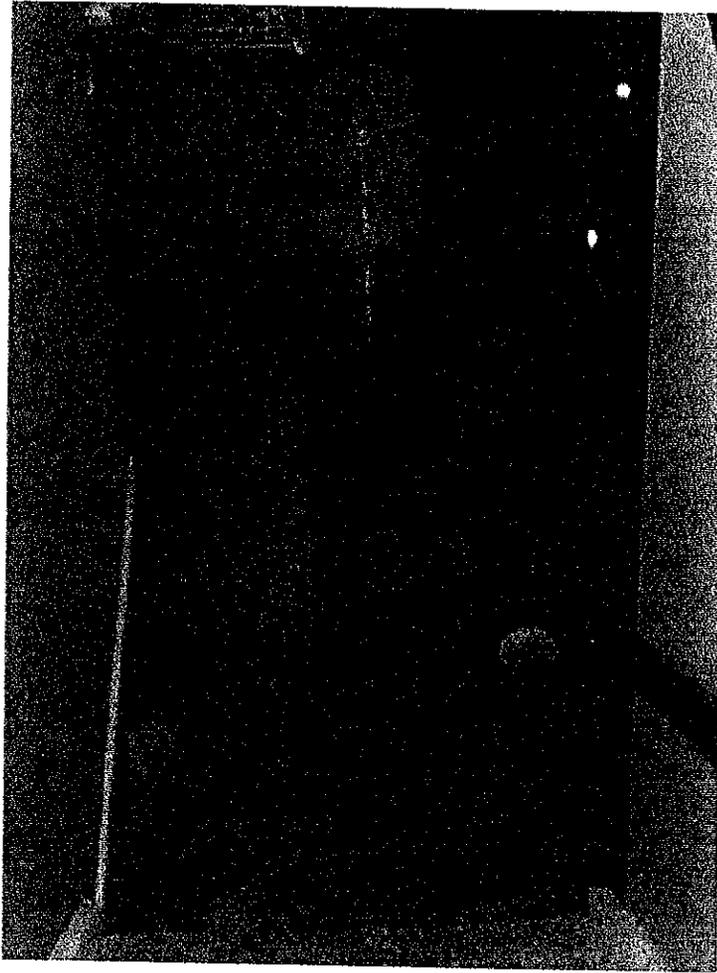
Carpet \$ 700
luggage 150
bedding 200
books 100
baby crib 150
tray 150
Card table + Chair 150
hoses 200
sump pump 150
labor for repair on basement \$ 3000
excess electric bill 750
Labor - help to carry out \$ 1000











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 Don Welty

RECOMMENDATION: A approve acknowledgement of the Tort Claim filed by Don Welty

BACKGROUND; The City of Fremont has received a Notice of Tort Claim on behalf of Don Welty alleging certain claims in connection with an alleged flooding in the basement which occurred on or about June 18, 2016 at 2065 Hazel Street, Fremont, Nebraska.

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

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

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

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

Fiscal Impact: unknown

TORT CLAIM SUBMISSION FORM

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

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

Please complete the following:

Claimant Name: Don Welty Phone Number: [scribbled]

Claimant Address: 655 W 23rd St, Apt 614 Fremont

Date of Loss: 6/17 - 6/18

Location of Loss: 2065 Hazel St, Fremont, Ne 68025

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

This loss was the result of a heavy rain and 2 city sub-stations being off line.
down pour of rain. The result of 8" there was a
loss of this magnitude. The roof is not waterproof
is not waterproof. The damage of \$5800 is already
There is an invoice for the floor is not replaced
The bedroom was full of mold and a few more things
of wood. The family room was covered with carpet.

Witness Name: Carol L. Thompson Witness Phone: [scribbled]

Attachments: Invoice \$5800 Photo(s): _____ Estimates: _____ Medical Bill(s): _____

Other: map of basement (Check all that apply)

Signature of Claimant: Donald E Welty

Date: 7/15/2016

Printed Name of Claimant: Donald E Welty

City Department Involved: Water

SCANNED
JUL 18 2016

RECEIVED
JUL 18 2016
BY: [Signature]

Invoice

ServiceMaster of Lanc Co. - JLK Mgmt

3130 So. 6th #108

Lincoln, NE 68502

Invoice No: 0021546

Invoice Date: 7/7/2016

Ph: 402-434-2197

Email: servicemaster@neb.rr.com

Billing Information

Thompson, Carol
2065 Hazel Street
Fremont, NE 68025

Service Information

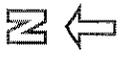
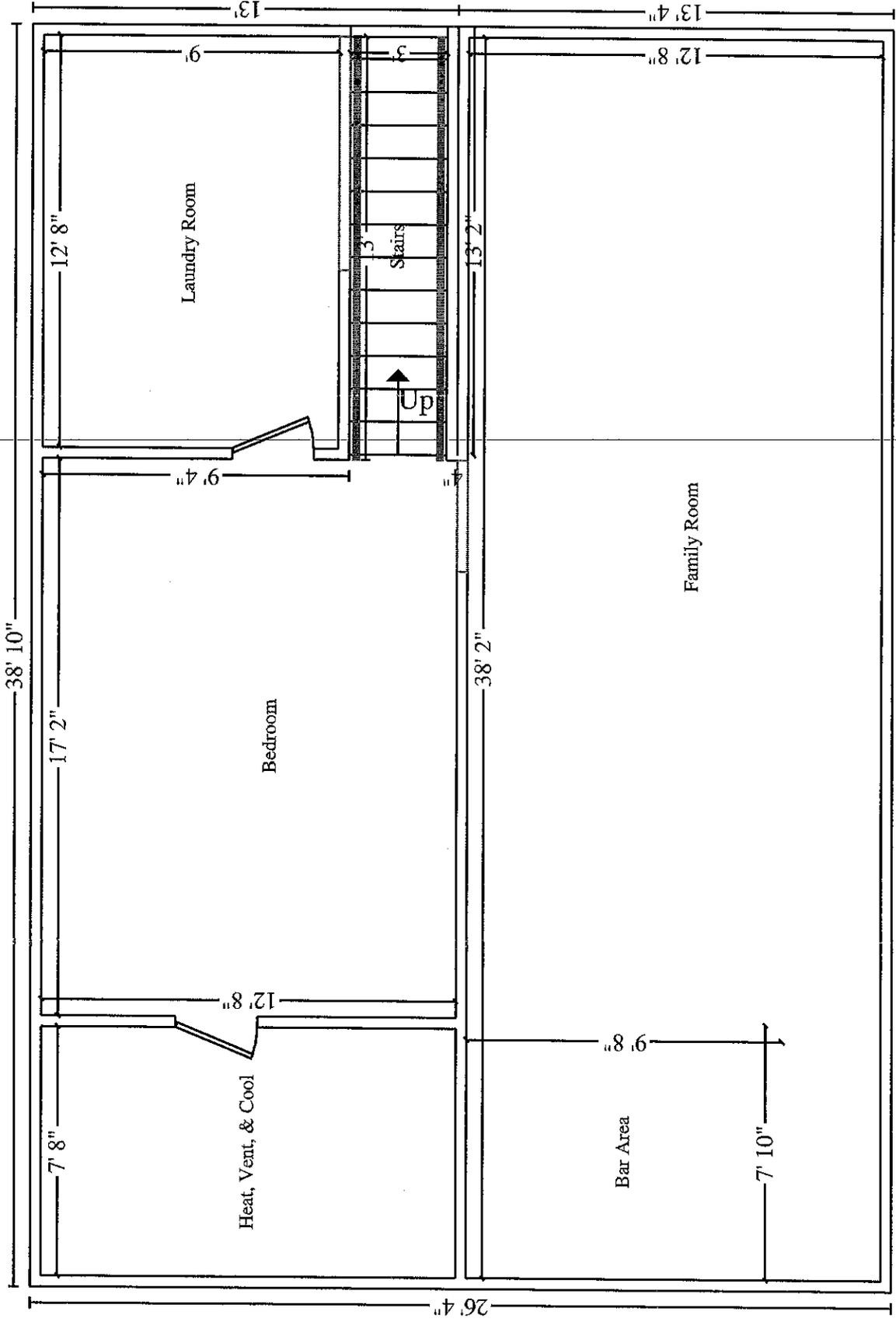
Thompson, Carol
2065 Hazel Street
Fremont, NE 68025

Cust No. 20302

| Date | Service Type and Description | Amount |
|----------|--|------------|
| 7/7/2016 | FLOOD Extraction, demo, apply anti-microbial agent, equipment set-up and take-down, monitoring | \$2,349.78 |
| 7/7/2016 | RENTAL Air movers, dehumidifiers | \$3,084.30 |
| | Sub Total | \$5,434.08 |
| | Sale Tax | \$380.38 |
| | Payment Received | |
| | Total Invoice | \$5,814.46 |

Invoice is due on or before 7/17/2016

PAYMENT IS DUE UPON RECEIPT



STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Dave Goedeken, Public Works Director

DATE: July 22, 2016

SUBJECT: Award Construction Management Services, Fremont, Ridge Road Trail Project

| |
|--------------------|
| Approve Resolution |
|--------------------|

Background: The City has awarded the contract for the construction of this project. This Agreement is for the Construction Management Services. Requests for Proposals were sent out and four proposals were received. Staff recommends awarding the work to JEO Engineering Group, Inc. for the amount of \$62,540.00. Final price may vary from quoted price due to levels of work required in the field.

RESOLUTION NO. _____

A Resolution of the City Council of the City of Fremont, Nebraska to authorize to approve the award of work to JEO Engineering Group, Inc. for Construction Management Services on the Fremont, Ridge Road Trail Project.

BE IT RESOLVED: That the City Council of the City of Fremont, Nebraska to authorize to approve the award of work to JEO Engineering Group, Inc. for Construction Management Services on the Fremont, Ridge Road Trail Project.

PASSED AND APPROVED THIS ____ DAY OF _____, 2016

Scott Getzschman, Mayor

ATTEST:

Tyler Ficken
City Clerk



July 8, 2016

City of Fremont
Mr. Justin Zetterman
400 East Military
Fremont, Nebraska

RE: Proposal for Fremont Ridge Road Trail Construction Management

Dear Mr. Zetterman and Selection Committee Members:

JEO appreciates the opportunity to provide Construction Engineering for the Ridge Road Trail Project. JEO will serve as the prime consultant and will provide construction management and inspection. We are pleased to have Robert Matlock from Thiele Geotech, Inc. on our team to provide materials testing services. Our team of professionals will collaborate with all project partners to achieve a result that meets the requirements of the plans, specifications, and all other contract documents, while maintaining the records as required by the Recreational Trails Program (RTP).

The JEO team recognizes that providing qualified staff that have applicable and relevant experience is essential to achieve a successful outcome on the project. The JEO team can attest that we have both the experience and commitment to make absolutely certain that a quality trail is constructed that the City of Fremont will be proud of. The table below outlines the team's qualifications for this project. The proposed project team is available immediately to start upon notice to proceed.

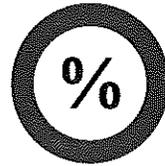
| Staff | Role | Qualifications |
|----------------------|------------------------------|---|
| Jon W. Mooberry, PE | Project Manager | Jon has 13 years of design and construction experience. His experience includes four federally funded trail projects totaling five miles of trails. |
| Julie A. Ogden, PE | Environmental Compliance | Julie has 23 years of design and construction experience. She is also the primary author on all NEPA documents used in previous RTP projects. |
| Scott A. Cowles, PE | Senior Construction Engineer | Scott has over 20 years of construction engineering experience working on NDOR and local projects. |
| Brent P. Ciecior, EI | Construction Inspector | Brent has two years of construction observation experience, which he recently used on the Lincoln Haymarket Ballpark Trail Project. |
| Jon E. Bounds, CI | Construction Inspector | Jon has over ten years of construction and project superintendent experience while working as a private contractor. While at JEO, he has been the inspector for five transportation projects. |
| Josh D. Borchers, LS | Survey Coordinator | Josh will use his 18 years of experience to coordinate the survey staking aspect of this project. |
| Robert Matlock, PE | Materials Testing | Robert has 22 years of experience in the field of materials testing. He will coordinate the technicians testing the materials on this project. |

The JEO team and I welcome an opportunity to meet with you to further discuss our qualifications and how we can help the City of Fremont achieve its goals. If you have any questions or comments, please contact me at 402.443.7487 or jmooberry@jeo.com.

Sincerely,

Jon W. Mooberry, PE
Project Manager
142 W 11th Street
Wahoo, NE 68066-1210

ORGANIZATIONAL CHART



Current Available Workload

JEO has teamed with Thiele Geotech, Inc. to complete materials testing. Thiele has staff certified in the areas of concrete, asphalt, and soils for materials testing. JEO and Thiele have worked together successfully on various projects including the State Lakes Trail and Blair Connector Trails. Our team looks forward to assisting the City of Fremont with making this project a success.

CITY OF FREMONT



Jon W. Woobery, PE
Project Manager

35%

Julie A. Ogden, PE
Environmental Compliance

20%

Steve A. Parr, LS
Local Liaison

20%

Scott A. Cowles, PE
Senior Construction Engineer

25%

Brent P. Cretcor, EI
Construction Inspector

50%

Jon E. Bounds, CI
Construction Inspector

80%

Josh D. Boychers, LS
Survey Coordinator

25%

Robert Matlock, PE
Materials Testing



20%

PROJECT APPROACH

Upon award of a project, the JEO project manager and construction engineer will meet to review the plans, special provisions, environmental documents (NEPA, CE and Green Sheet), and other contract requirements. This information will allow us to prepare the files, field books, and record keeping lists (including distribution requirements). The contractor and owner would each work directly with the construction engineer to maintain consistent lines of communication. The construction engineer would also relay any changes in plans for observation requirements to the project manager. JEO's project manager would provide the coordination with the design engineer in review of the shop drawings and other questions during construction.

At the pre-construction conference the project schedule would be provided by the contractor and reviewed with all parties, including the affected utilities. Key milestones (change in access, phasing, or completion of major work elements) will be highlighted. Other topics covered at the meeting would include: plan questions, progress meetings, safety, use of the site/right-of-way, landowner access, traffic control, special permitting items, and more.

JEO will provide construction review of the project. The review will be part-time but will include inspection of all critical work elements while they occur. These elements are identified as:

- Concrete placement for driveways, trails, and curbs
- Subgrade preparation and placement of aggregate sub-base
- Culvert placement
- Retaining wall construction

An informal set of as-built plans will be kept on the job site for the construction engineer and construction technicians to note changes in the plans. From our past project experience, we have found that having this one centralized location provides for easier communication of this knowledge between team members. It also allows the set of plans to be provided to the CAD technician for as-built plan preparation at the completion of the project.

With the focus on maintaining the environmental commitments, JEO has prepared a management plan to ensure completion of these reviews. The environmental commitments are taken from the project green sheets and put into a table format where information from reviews can be added. This document is kept on site in the SWPPP binder.

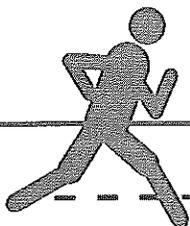
PROJECT MATRIX

| RECENT TRAIL AND SIDEWALK PROJECTS | PROJECT ELEMENTS | | | | | | | |
|--|--|---|-----------------------------------|----------------------|------------------------------|----------------------------------|-------------------|-----------------------------------|
| | Transportation Alternative Funding | Recreational Trails Program Funds | Concrete/ Asphalt Surfacing | Pedestrian Bridge | Road/ Street Crossings | Permits (NDOR, NPDES, 404) | NEPA Documents | Construction Phase Services |
| Auburn Longs Creek Trail | | ■ | ■ | | | | | |
| Streeter Park and Pedestrian Bridge | | ■ | ■ | ■ | | | | ■ |
| Dannebrog Trail | | ■ | ■ | | ■ | ■ | ■ | ■ |
| Ralston Oak Park Trail | | ■ | ■ | | | ■ | ■ | ■ |
| Schuyler South Park Trail, Phases I-III | | ■ | ■ | ■ | ■ | ■ | ■ | ■ |
| Fremont State Lakes Road Trail | ■ | | ■ | | ■ | ■ | ■ | ■ |
| Homestead Trail - Lincoln to Cortland | ■ | ■ | | ■ | ■ | ■ | | ■ |
| Elkhorn Skyline Trail, Phases I-III | ■ | ■ | ■ | ■ | ■ | ■ | | ■ |
| Fremont Military/Johnson Trail | ■ | | ■ | | ■ | ■ | | ■ |
| Lake Wanahoo Trail, Phase I & II | | ■ | ■ | ■ | ■ | ■ | ■ | ■ |

LABOR RATES AND ESTIMATED FEES

| | | STAFFING | | | | | ESTIMATED FEE |
|-------------------------------------|--|---|-----------|-----------|-----------|------------|--------------------|
| | | Jon M. | Julie | Scott | Brent | Jon B. | |
| TASK | | \$148.00 | \$166.00 | \$130.00 | \$97.00 | \$84.00 | \$200.00 |
| Project Management and Meetings | | | | | | | \$4,284.00 |
| 1.1 | Pre-Construction Meeting | 4 | | | | 4 | \$928.00 |
| 1.2 | Progress Meetings (Five Estimated) | 2 | | | | 10 | \$1,136.00 |
| 1.3 | Coordination with Design Engineer/City Staff | 4 | | | | | \$592.00 |
| 1.4 | Traffic Control Plan Review | 1 | | | | | \$148.00 |
| 1.5 | Overall Project Management | 10 | | | | | \$1,480.00 |
| Construction Staking | | | | | | | \$10,000.00 |
| 2.1 | Construction Control Points | | | | | 6 | \$1,200.00 |
| 2.2 | Construction Staking for Improvements | | | | | 44 | \$8,800.00 |
| Construction Management | | | | | | | \$1,748.00 |
| 3.1 | Pay Applications | 2 | | | | 4 | \$632.00 |
| 3.2 | Change Orders | 2 | | | | 4 | \$632.00 |
| 3.3 | Schedule Monitoring | 1 | | | | 4 | \$484.00 |
| Construction Inspection/Observation | | | | | | | \$44,760.00 |
| 4.1 | On-Site Reviews of Construction Work | 10 | | 20 | 10 | 220 | \$23,530.00 |
| 4.2 | Weekly Field Reports | 5 | | | | 10 | \$1,580.00 |
| 4.3 | Environmental Compliance Checks | | 15 | | | | \$2,490.00 |
| 4.4 | SWPPP Inspections | | | | | 15 | \$1,260.00 |
| Materials Testing | | By Subconsultant (Thiele Geotech, Inc.) | | | | | \$15,900.00 |
| Project Closeout | | | | | | | \$1,748.00 |
| 6.1 | Final Punch List and Quantity Concurrence | 2 | | | | 4 | \$632.00 |
| 6.2 | Pre-Construction Meeting | 2 | | | | 2 | \$464.00 |
| 6.3 | Pre-Construction Meeting | 1 | | | | 6 | \$652.00 |
| TOTAL HOURS | | 46 | 15 | 20 | 10 | 283 | 50 |
| TOTAL ESTIMATED FEE | | | | | | | \$62,540.00 |

Fee estimate based on construction start date of 7/20/2016 and completion date of 10/1/2016, plus project close-out. Survey scope of work includes staking of trail paving, storm sewer, and retaining wall per specifications. Material testing estimate includes soil compaction and concrete testing per scope of work but may be lower or higher pending factors such as weather and contractor's schedule/performance.



STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Dave Goedeken, Public Works Director

DATE: July 22, 2016

SUBJECT: Construction Testing Agreement, North Hancock Pavement Reconstruction Project.

| |
|--------------------|
| Approve Resolution |
|--------------------|

Background: The City has awarded the contract for the construction of this project. This Agreement is for the Construction Testing. Requests for Proposals were sent out and two proposals were received. Staff recommends awarding the work to Mid-States Testing for the amount of \$2,941.00. Final price may vary from quoted price due to levels of work required in the field.

RESOLUTION NO. _____

A Resolution of the City Council of the City of Fremont, Nebraska to authorize to approve the Agreement with Mid-States Testing for Construction Phase Testing on the North Hancock Street Reconstruction Project.

BE IT RESOLVED: That the City Council of the City of Fremont, Nebraska to authorize to approve the Agreement with Mid-States Testing for Construction Phase Testing on the North Hancock Street Reconstruction Project.

PASSED AND APPROVED THIS ____ DAY OF _____, 2016

Scott Getzschman, Mayor

ATTEST:

Tyler Ficken
City Clerk

MID-STATE
ENGINEERING &
TESTING, INC.

June 28, 2016

Mr. Justin Zetterman
 City Engineer – City of Fremont
 400 E. Military Avenue
 Fremont, NE. 68025

RE: Proposal of Work and Costs
Construction Quality Control Testing
North Hancock Street Reconstruction Project
Fremont, Nebraska

Justin,

Mid-State Engineering & Testing, Inc. is pleased to provide the following cost estimate to provide Quality Control Testing and Engineering Services for the Hancock Street project in Fremont, Nebraska. Included are both unit costs and a total cost estimate based on our understanding of the project at this time.

Project Description – proposed construction will consist of removal of approximately three blocks of existing pavement and replacement with seven (7) inch concrete pavement with a concrete curb and gutter. No significant grade changes are anticipated.

Quality Control Testing and Engineering Services requested at this time is limited to subgrade evaluation and testing and testing during concrete placement. Its assumed this work will be performed on an on-call basis, with individual tests and observations invoiced at the following unit rates.

PROFESSIONAL SERVICES

| | |
|---|---------------|
| Senior Engineer (P.E.) | \$110.00/hour |
| Professional Engineer (P.E.) | 90.00/hour |
| Project Engineer (E.I.T.) | 75.00/hour |
| Certified Engineering Tech (C.E.T.) | 55.00/hour |
| Engineering Technician | 45.00/hour |

FIELD WORK

| | |
|--|--------------|
| Concrete Test Set..... | \$90.00/each |
| (includes slump, air, temperature, batch 4 cylinders, and molds) | |
| Compaction Tests (nuclear or balloon)..... | 32.00/each |
| Trip Charge (includes man and vehicle) | 70.00/trip |

**MID-STATE
ENGINEERING & TESTING**

North Hancock Street Reconstruction Project
Fremont, Nebraska
June 28, 2016
Page 2 of 3

| | |
|------------------------|------------|
| Extra Slump Test | 25.00/each |
| Extra Air Test | 40.00/each |

LABORATORY (SOILS and CONCRETE)

Soils and Aggregates

| | |
|---|---------------|
| Standard Proctor Tests (ASTM D-698) | \$140.00/each |
| Atterberg Limits Tests | 50.00/each |
| #200 Washed Sieve Analysis | 25.00/each |
| Sieve Analysis | 70.00/each |

Concrete

| | |
|---|--------------|
| Cylinder Compressive Strength | \$13.00/each |
| Spare Cylinders (Store and Cure - No Break) | 8.00/each |

Based on the above unit costs, the following total cost estimate is provided. Again, this is our best estimate based on our understanding of the project at this time. Actual costs will be dependant on weather conditions, the pace of construction, the amount of rework and other factors which effect QA/QC testing costs.

CONVENTIONAL CONSTRUCTION QUALITY CONTROL

Field Work – Concrete Rebar and Structural Fill

| | |
|--|-------------------|
| 8 Concrete Test Sets @ \$90/set | \$720.00 |
| 10 Compaction Tests @ \$32/each | 320.00 |
| 2 Hours Senior Engineer @ \$110/hour | 220.00 |
| (Subgrade Observation) | |
| 12 Trips @ \$70/trip | 840.00 |
| Subtotal..... | \$2,100.00 |

Laboratory

| | |
|---|-----------------|
| 32 Concrete Cylinder Compressive Strength @\$13/each..... | \$416.00 |
| 2 Standard Proctors @ \$140/each..... | 280.00 |
| 1 Atterberg Limits @ \$50/each | 50.00 |
| 1 Wash Sieve Analysis @ \$70/each | 70.00 |
| 1 #200 Wash Sieve Analysis @ \$25/each..... | 25.00 |
| Subtotal..... | \$841.00 |

TOTAL COST ESTIMATE\$2,941.00

The provided total cost estimate is our best estimate at this time. Quality Control testing will be performed on an on-call basis. As previously stated, actual testing and inspection costs will be dependent on the pace of construction, weather conditions and testing frequency requested. Work will be invoiced at the unit rates indicated for the actual work required.

MID-STATE
ENGINEERING & TESTING

North Hancock Street Reconstruction Project
Fremont, Nebraska
June 28, 2016
Page 3 of 3

Mid-State Engineering & Testing Inc. is accredited through the AASHTO Accreditation Program in concrete, and aggregates. Inspections and proficiency tests are performed through CCRL and AMRL. Our field technicians are certified through NICET, ACI, and NDOR. Mid-State Engineering & Testing, Inc. carries a full range of general and professional liability insurance.

If you have any questions or need additional information, feel free to call at your convenience. If this proposal of work and cost is acceptable, please return a signed copy to our office.

Respectfully Submitted,
Mid-State Engineering & Testing, Inc.



Jim Musilek, P.E.

Accepted By: _____ Date: _____

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Dave Goedeken, Public Works Director

DATE: July 22, 2016

SUBJECT: Construction Staking Agreement, North Hancock Pavement Reconstruction Project.

| |
|--------------------|
| Approve Resolution |
|--------------------|

Background: The City has awarded the contract for the construction of this project. This Agreement is for the Construction Staking Services. Requests for Proposals were sent out and one proposal was received. Staff recommends awarding the work to Associated Engineering, Inc. for the amount of \$8,900.00. Final price may vary from quoted price due to levels of work required in the field.

RESOLUTION NO. _____

A Resolution of the City Council of the City of Fremont, Nebraska to authorize to approve the award of work to Associated Engineering, Inc. for Construction Staking on the North Hancock Street Reconstruction Project.

BE IT RESOLVED: That the City Council of the City of Fremont, Nebraska to authorize to approve the award of work to Associated Engineering, Inc. for Construction Staking on the North Hancock Street Reconstruction Project.

PASSED AND APPROVED THIS ____ DAY OF _____, 2016

Scott Getzschman, Mayor

ATTEST:

Tyler Ficken
City Clerk

Goedeken, Dave

From: Zetterman, Justin
Sent: Friday, July 15, 2016 2:03 PM
To: Goedeken, Dave
Subject: FW: Hancock Paving project

Update to Associate's staking bid. Their original did not properly reflect the scope.

Justin Zetterman, P.E., CFM
City Engineer
City of Fremont, NE
Dir: 402-753-1380
Ph: 402.727.2636
M: 402.317.1474

From: Steve Humphries [mailto:shumphries@aepec-cls.com]
Sent: Friday, July 15, 2016 9:51 AM
To: Zetterman, Justin
Cc: Tom Medhi; Sam Decker
Subject: Hancock Paving project

Justin: Tom and I reviewed the project again in light of your e-mail. Our price would be \$8,900 to stake the two phases according to your requirements, grading at every 25 feet both sides of the street and centerlines, all the radius points of the matching streets, etc. We understand the pours will be done half street at a time.

Please feel free to contact us with any questions.

Thank you!

Sincerely,

Stephen L. Humphries, LS
Survey Manager
Associated Engineering & Surveying
2705 N. Main Street
Omaha, Nebraska 68022
Phone: (402) 289-5040
Fax: (402) 289-5045
E-mail: shumphries@aepec-cls.com
www.ae-pc.com

Staff Report

TO: Mayor and City Council
FROM: Troy Anderson, Director of Planning
DATE: July 22, 2016
SUBJECT: Interlocal Agreement –Costco Poultry Complex Road Improvements

Recommendation: move to approve the resolution.

Background: As part of the redevelopment plan for property known as Project No. 1, Costco Poultry Complex, the City of Fremont, Nebraska, (City) and County of Dodge, Nebraska, (County) wish to cooperate with the construction, improvement, and payment for certain roads, streets, and related improvements, and further desires to identify the contribution towards funding said improvements by the County, in an amount of one million dollars (\$1,000,000.00).

The Interlocal Cooperation Agreement (Agreement) was prepared in accordance with the Interlocal Cooperation Act of the State of Nebraska (Chapter 13, Article 8 of the Revised Statutes of Nebraska, 1943, as amended), and subsequently authorizes each party to enter into the same.

This Agreement was approved by the Dodge County Board of Supervisors on July 20, 2016. All terms and conditions of the Agreement have been reviewed and are amenable to City Staff and the County.

Fiscal Impact: N/A

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF FREMONT, NEBRASKA, AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL COOPERATION AGREEMENT WITH THE COUNTY OF DODGE, NEBRASKA, (COUNTY) TO IDENTIFY THE COUNTY’S CONTRIBUTION TOWARDS FUNDING ROAD, STREET, AND RELATED IMPROVEMENTS ASSOCIATED WITH PROJECT NO. 1, COSTCO POULTRY COMPLEX.

WHEREAS, the City of Fremont, Nebraska, (City) and the County of Dodge, Nebraska, (County) are authorized by the Interlocal Cooperation Act of the State of Nebraska (Chapter 13, Article 8 of the Revised Statutes of Nebraska, 1943, as amended); and

WHEREAS, the City and the County wish to cooperate with the construction, improvement, and payment for certain roads, streets, and related improvements; and

WHEREAS, the City and the County desire to identify the contribution towards funding said improvements by the County, in an amount of one million dollars (\$1,000,000.00).

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FREMONT, NEBRASKA, AS FOLLOWS: That the Mayor is hereby authorized to execute the agreement, attached hereto and incorporated herein as Exhibit A, with the County to identify the County’s contribution towards funding road, street, and related improvements associated with Project No. 1, Costco Poultry Complex.

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

Scott Getzschman, Mayor

ATTEST:

Tyler Ficken, City Clerk

INTERLOCAL COOPERATION AGREEMENT

THIS INTERLOCAL COOPERATION AGREEMENT dated this ____ day of _____, 2016, by and among the CITY OF FREMONT, NEBRASKA, a political subdivision of the State of Nebraska (hereinafter the "City"), and the COUNTY OF DODGE, NEBRASKA, a political subdivision of the State of Nebraska (hereinafter "County"), all being public agencies as defined in the Nebraska Interlocal Cooperation Act.

WHEREAS, approximately 412 acres of undeveloped land, more or less, are situated within the County and conditionally annexed into the corporate limits of the City and described on Exhibit "A" hereto (herein "Area Conditionally Annexed"), which is known to be under consideration of being purchased by Costco Wholesale Corporation, a Washington company (herein "Prospective Owner") or a wholly owned affiliate thereof, with proposed development for use as an agricultural and industrial processing facility (herein the "Property"); and

WHEREAS, the Property is to be developed into an agricultural and industrial facility in accordance with the Comprehensive Development Plan of the City, as amended, and has been conditionally zoned by the City in accordance with such Comprehensive Development Plan; and

WHEREAS, the County consented to the conditional annexation of the Area Conditionally Annexed by the City; and

WHEREAS, the parties wish to make provision for construction, improvement, and payment for certain roads, streets, and other related improvements ("Road Improvements"), which are deemed reasonably necessary to accommodate the use and redevelopment of the Property and any other properties located within the Area Conditionally Annexed.

NOW, THEREFORE, IT IS AGREED as follows:

1. Purpose. The purpose of this Agreement is to permit the City and the County to cooperate with each other on a basis of mutual advantage in the redevelopment of the Property by the Prospective Owner and to provide for the development of and payment for Road Improvements within and surrounding the Area Conditionally Annexed.
2. Conditional Annexation of the Area Conditionally Annexed and Impact on this Agreement. The City has conditionally annexed the Area Conditionally Annexed into the corporate limits of the City, pursuant to the terms and conditions contained in the ordinance annexing the Area Conditionally Annexed, City of Fremont Ordinance No. 5370 and the Conditional Annexation Agreement between the City and Prospective Owner authorized in City of Fremont Resolution No. 2106-108. In the event that such conditions are not met, the Area Conditionally Annexed shall not be included within the corporate limits of the City. This

Agreement shall only become effective if and when such conditions for annexation specified in the above ordinance, resolution, and agreement are met.

3. No Obligation to Annex Additional Property. The City shall not be obligated to annex any additional property into its corporate limits.
4. Continuing Agreements. The parties agree as follows:
 - a. Construction and/or Improvement of Road Improvements. The City shall be responsible for constructing and/or improving, or causing the construction and/or improvement of, the Road Improvements required to service the Property that are located inside the corporate limits of the City, and the County shall be responsible for constructing and/or improving, or causing the construction and/or improvement of, the Road Improvements required to service the Property that are located outside the corporate limits of the City, all in accordance with the terms hereof. The general location, nature, and quality of such Road Improvements are to be determined by the body responsible constructing and/or improving or causing the construction and/or improvement of such Road Improvements in its sole discretion.
 - b. Payment for Road Improvements. The County shall provide up to One Million Dollars and No/100 (\$1,000,000.00) of County funds for the purpose of constructing and/or improving the Road Improvements located inside and outside of the corporate limits of the City that are required to service the Property. Upon receipt of the traffic engineering study for the Area Conditionally Annexed and its surrounding areas, the City and County engineers and other appropriate City and County officials shall jointly develop a budget allocating the said funds for construction/installation/right-of-way acquisition of Road Improvements.
 - c. Road Right-of-Way Acquisition. The City and County are responsible for acquiring rights-of-way necessary for the construction/installation of the Road Improvements.
5. Miscellaneous.
 - a. Notices. Any notice or other communication required or permitted hereunder shall be made by hand delivery, facsimile transmission, courier service or airmail. Notices shall be addressed as set forth below or such other address as shall be furnished in writing by either party. Any notice or communication hand delivered or sent by facsimile transmission shall be deemed received when delivered or sent. Any notice sent by courier service or airmail shall be deemed given on the date received.

City: Fremont City Clerk
Fremont City Hall
400 E Military Ave
Fremont NE 68025

County: Dodge County Clerk
Dodge County Courthouse
435 N Park
Fremont NE 68025

- b. Counterparts. This Agreement may be executed in counterparts (including by facsimile), each of which shall constitute an original, but all of which shall constitute one and the same instrument.
6. Interlocal Cooperation Act. This Agreement is entered into between the parties pursuant to the Interlocal Cooperation Act of the State of Nebraska (Chapter 13, Article 8 of the Revised Statutes of Nebraska, 1943, as amended). The parties agree:
- a. Once this Agreement becomes effective as identified in Section 8 below, the provisions of this Interlocal Agreement shall continue in full force and effect until the City and the County determine that the primary purposes hereof have been accomplished, which shall not be sooner than substantial build out of the infrastructure and building improvements on the Property in accordance herewith and the construction and improvement of the Road Improvements described in Section 4.
 - b. There is no separate legal or administrative entity created hereby.
 - c. The purpose hereof is as stated in Section 1 and the recitals hereto.
 - d. Except for the County providing up to One Million Dollars and No/100 (\$1,000,000.00) for proposed Road Improvements required to service the Property, no separate financing is necessary to the implementation of this Agreement.
 - e. Termination of this Agreement other than as herein expressly provided for and any modification of the terms hereof shall require the mutual agreement of the parties as evidenced by formal resolution of their respective governing bodies or by written agreement of their respective designees as appointed by formal resolution.
 - f. This cooperative effort will be administered by the Clerk of the City of Fremont and the Dodge County Clerk or their respective designee. The Clerk of the City of Fremont and the Dodge County Clerk or their respective designee shall jointly work to acquire, hold, and dispose of all real or personal property pursuant to this Agreement.
7. Consistency of Action. The parties each agree to take such actions as are needed to carry out the terms hereof and to refrain from taking any action that is inconsistent with the terms hereof.

8. Effective Date. This Agreement shall be effective upon the occurrence of the latter of the following:

- a. Separate approving actions of the governing bodies of the City and the County are taken, which approvals shall include all actions of either party prior to such effective date taken in reliance upon and in accordance with the terms of this Agreement, and the parties shall each furnish to the other a certified copy of the resolution of its governing body;
- b. The satisfaction of the conditions specified in the ordinance, resolution, and agreement identified in Section 2 above.

[Signature Page Follows]

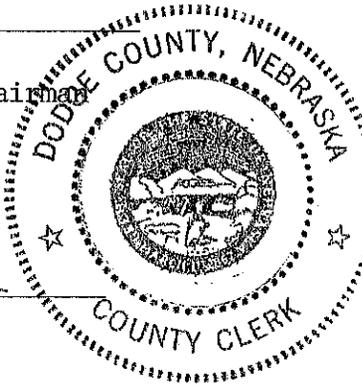
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers on the date and year first written above.

DODGE COUNTY, NEBRASKA, a political subdivision of the State of Nebraska,

By: Lon Strand
~~Bob Misset, Chairman~~
Lon Strand, Vice-Chairman

ATTEST 07/20/2016

Fred Mytty
Fred Mytty, County Clerk



APPROVED AS TO FORM

Oliver Glass
Oliver Glass, County Attorney

CITY OF FREMONT, NEBRASKA, a political subdivision of the State of Nebraska,

By: _____
Scott Getzschman, Mayor

ATTEST

Tyler Ficken, City Clerk

APPROVED AS TO FORM

Paul Payne, City Attorney

[Signature Page]

Staff Report

TO: Honorable Mayor and City Council

FROM: John Hemschemeyer – Human Resources Department

DATE: July 21, 2016

SUBJECT: Government Salary Ordinance #5357 for 2015-2016 (revised)

| |
|---|
| Recommendation: 1. Move to introduce Ordinance; 2. Hold first reading; 3. Move to suspend the rules and place on final reading; 4. Hold final reading; 5. Vote on Ordinance |
|---|

Background: Management is recommending revising the current Government Salary Ordinance creating a Civil Engineer position to replace the City Engineer position. Currently the Director of Public Works is the interim City Engineer. We believe this change will add flexibility enhance communication. The workload will be evaluated along with budget considerations to determine if an additional Civil Engineer position will be needed in the future. At this time however we are not requesting a change in the number of budgeted positions. In order to commence recruitment of the Civil Engineer we are requesting the position be added at this time.

We also are requesting a change in title of the Office Services Associate to Executive Assistant – Communication and Grants. This position was vacated recently. The new title better reflects the responsibilities of the position. No pay change is recommended.

FISCAL IMPACT: The Civil Engineer position will be graded at level 26 versus the 33.5 level of the City Engineer.

ORDINANCE NO.

An Ordinance of the City of Fremont, Nebraska pertaining to pay plan for officers and employees, repealing Ordinance No. 5357 and all other ordinances and parts of ordinances in conflict herewith; providing for publication in pamphlet form and providing for an effective date.

Be it ordained by the Mayor and City Council of Fremont, Nebraska:

SECTION I. That the following schedule of Pay Grades be used for pay purposes in place of those originally stated in all other ordinances and parts of ordinances in conflict herewith are hereby repealed.

SECTION II. That the Class Title and Pay Grade of each non union position for the City shall be as follows:

| | Job Title | Paygrade | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 |
|---|-----------------------------------|----------|---------|---------|---------|---------|---------|---------|---------|---------|
| Subsection A. Non Union Exempt | City Administrator | 39.0 | 49.5584 | 52.0331 | 54.6376 | 57.3656 | 60.2364 | 63.2503 | 66.4135 | 69.7326 |
| | Director of Public Works | 34.0 | 38.8284 | 40.7704 | 42.8100 | 44.9533 | 47.2008 | 49.5584 | 52.0331 | 54.6376 |
| | City Engineer | 33.5 | 37.9126 | 39.8092 | 41.7967 | 43.8882 | 46.0835 | 48.3828 | 50.8055 | 53.3452 |
| | Police Chief | 33.0 | 36.9838 | 38.8284 | 40.7704 | 42.8100 | 44.9533 | 47.2008 | 49.5584 | 52.0331 |
| | Fire Chief | 31.0 | 33.5413 | 35.2235 | 36.9838 | 38.8284 | 40.7704 | 42.8100 | 44.9533 | 47.2008 |
| | Director of Planning | 30.5 | 32.7488 | 34.3856 | 36.1069 | 37.9126 | 39.8092 | 41.7967 | 43.8882 | 46.0835 |
| | Director of Parks and Recreation | 30.0 | 31.9434 | 33.5413 | 35.2235 | 36.9838 | 38.8284 | 40.7704 | 42.8100 | 44.9533 |
| | Library Director | 27.5 | 28.2931 | 29.7026 | 31.1899 | 32.7488 | 34.3856 | 36.1069 | 37.9126 | 39.8092 |
| | Chief Building Inspector | 26.5 | 26.9485 | 28.2931 | 29.7026 | 31.1899 | 32.7488 | 34.3856 | 36.1069 | 37.9126 |
| | Civil Engineer | 26.0 | 26.2861 | 27.5981 | 28.9751 | 30.4235 | 31.9434 | 33.5413 | 35.2235 | 36.9838 |
| | City Clerk/Treasurer | 25.5 | 25.6624 | 26.9485 | 28.2931 | 29.7026 | 31.1899 | 32.7488 | 34.3856 | 36.1069 |
| | Superintendent of Public Services | 25.5 | 25.6624 | 26.9485 | 28.2931 | 29.7026 | 31.1899 | 32.7488 | 34.3856 | 36.1069 |
| | Recreation Superintendent | 23.5 | 23.2723 | 24.4413 | 25.6624 | 26.9485 | 28.2931 | 29.7026 | 31.1899 | 32.7488 |
| | Director of Communications | 21.0 | 20.5898 | 21.6227 | 22.7072 | 23.8439 | 25.0324 | 26.2861 | 27.5981 | 28.9751 |
| | | | | | | | | | | |
| Subsection B. Non Union Hourly | Police Lieutenant | 25.5 | 25.6624 | 26.9485 | 28.2931 | 29.7026 | 31.1899 | 32.7488 | 34.3856 | 36.1069 |
| | Executive Asst- Comm & Grants | 23.5 | 23.2723 | 24.4413 | 25.6624 | 26.9485 | 28.2931 | 29.7026 | 31.1899 | 32.7488 |
| | Park Maintenance Supervisor | 23.0 | 22.7072 | 23.8439 | 25.0324 | 26.2861 | 27.5981 | 28.9751 | 30.4235 | 31.9434 |
| | Building Inspector II | 21.5 | 21.1094 | 22.1616 | 23.2723 | 24.4413 | 25.6624 | 26.9485 | 28.2931 | 29.7026 |
| | Automotive Maintenance Supv | 21.0 | 20.5898 | 21.6227 | 22.7072 | 23.8439 | 25.0324 | 26.2861 | 27.5981 | 28.9751 |
| | Street Construction Supervisor | 21.0 | 20.5898 | 21.6227 | 22.7072 | 23.8439 | 25.0324 | 26.2861 | 27.5981 | 28.9751 |
| | Fire Captain/EMT-P | FP8 | 20.1009 | 21.0226 | 21.9932 | 23.0079 | 24.0717 | 25.1943 | 26.3707 | 27.6061 |

| | | | |
|----------------------------------|-------------|-------------|---|
| Rec: Baseball/ Softball Instruct | 8.00-8.50 | 9.00-9.50 | * |
| Recreation: Chief Instructor | 8.00-9.00 | 9.00-10.00 | * |
| Recreation Leader | 8.00-10.25 | 9.00-11.25 | * |
| Rec: Playground Asst Director | 8.25-8.75 | 9.00-9.50 | * |
| Recreation: Playground Director | 8.50-9.50 | 9.00-10.00 | * |
| Recreation: Playground Leader | 8.00-8.50 | 9.00-9.50 | * |
| Rec:Umpire/Scorekeeper Supv | 8.00-8.50 | 9.00-9.50 | * |
| Relief Dispatcher | 10.45-10.55 | 10.45-10.55 | * |
| Reserve Police Officer | 10.45-10.55 | 10.45-10.55 | * |
| Reserve Firefighter | 8.00 | 9.00 | * |
| Senior Center Assistant Manager | 8.00-10.25 | 9.00-11.25 | * |
| Splash Station: Head Maint | 8.50-9.50 | 9.00-10.00 | * |
| Splash Station: Maintenance Asst | 8.00-8.50 | 9.00-9.50 | * |
| City Utility Worker | 8.00-12.70 | 9.00-12.70 | * |

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|---|------------------------|-------------|
| Subsection D. Temporary and Part-Time Hourly | City Council Member | \$500/mo |
| | City Physician | \$50/mo |
| | City Prosecutor | \$377.75/mo |
| | Mayor | \$1000/mo |
| | Civil Defense Director | \$333/mo |

SECTION III. That the Class Title and Pay Grade of each union position for the City shall be as follows:

| | Job Title | Pay Grade | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 |
|--------------------------------|--------------------------|-----------|---------|---------|---------|---------|---------|---------|---------|---------|
| Subsection E. AFSCME Hourly | Engineering Associate II | 23.0 | 22.7072 | 23.8439 | 25.0324 | 26.2861 | 27.5981 | 28.9751 | 30.4235 | 31.9434 |
| | Librarian II | 22.5 | 22.1616 | 23.2723 | 24.4413 | 25.6624 | 26.9485 | 28.2931 | 29.7026 | 31.1899 |
| | Engineering Associate | 22.0 | 21.6227 | 22.7072 | 23.8439 | 25.0324 | 26.2861 | 27.5981 | 28.9751 | 30.4235 |
| | Librarian I | 19.0 | 18.6737 | 19.6091 | 20.5898 | 21.6227 | 22.7072 | 23.8439 | 25.0324 | 26.2861 |
| | Heavy Equipment Mechanic | 18.5 | 18.2385 | 19.1478 | 20.1027 | 21.1094 | 22.1616 | 23.2723 | 24.4413 | 25.6624 |
| | Equipment Mechanic I | 17.5 | 17.3682 | 18.2385 | 19.1478 | 20.1027 | 21.1094 | 22.1616 | 23.2723 | 24.4413 |
| | Maintenance Worker III | 17.0 | 16.9329 | 17.7840 | 18.6737 | 19.6091 | 20.5898 | 21.6227 | 22.7072 | 23.8439 |
| | Equipment Operator | 16.5 | 16.5370 | 17.3682 | 18.2385 | 19.1478 | 20.1027 | 21.1094 | 22.1616 | 23.2723 |

| | | | | | | | | | |
|----------------------------|------|---------|---------|---------|---------|---------|---------|---------|---------|
| Maintenance Worker II | 15.5 | 15.7508 | 16.5370 | 17.3682 | 18.2385 | 19.1478 | 20.1027 | 21.1094 | 22.1616 |
| Senior Office Associate | 14.0 | 14.6273 | 15.3548 | 16.1211 | 16.9329 | 17.7840 | 18.6737 | 19.6091 | 20.5898 |
| Library Assistant III | 13.0 | 13.9258 | 14.6273 | 15.3548 | 16.1211 | 16.9329 | 17.7840 | 18.6737 | 19.6091 |
| Office Associate | 12.5 | 13.6010 | 14.2830 | 14.9974 | 15.7508 | 16.5370 | 17.3682 | 18.2385 | 19.1478 |
| Library Assistant II | 11.5 | 12.9515 | 13.6010 | 14.2830 | 14.9974 | 15.7508 | 16.5370 | 17.3682 | 18.2385 |
| Transfer Station Cashier | 11.0 | 12.6396 | 13.2633 | 13.9258 | 14.6273 | 15.3548 | 16.1211 | 16.9329 | 17.7840 |
| Code Enforcement Assistant | 10.5 | 12.3345 | 12.9515 | 13.6010 | 14.2830 | 14.9974 | 15.7508 | 16.5370 | 17.3682 |
| Custodian | 10.5 | 12.3345 | 12.9515 | 13.6010 | 14.2830 | 14.9974 | 15.7508 | 16.5370 | 17.3682 |
| Library Assistant I | 8.0 | 10.9121 | 11.4576 | 12.0356 | 12.6396 | 13.2633 | 13.9258 | 14.6273 | 15.3548 |

| | | | | | | | | | | |
|------------------------------------|------------------|-----|---------|---------|---------|---------|---------|---------|---------|---------|
| Subsection F. FOP Union | Police Sergeant | PS1 | 24.0717 | 25.1191 | 26.1665 | 27.2138 | 28.2612 | 29.3085 | 30.3560 | 31.4034 |
| | Police Detective | PT1 | 19.6816 | 20.7705 | 21.8591 | 22.9482 | 24.0370 | 25.1258 | 26.2147 | 27.3035 |
| | Police Officer | PO1 | 19.1334 | 20.1853 | 21.2373 | 22.2892 | 23.3411 | 24.3932 | 25.4451 | 26.4970 |
| | Dispatcher I | PD1 | 14.6350 | 15.4345 | 16.2338 | 17.0333 | 17.8328 | 18.6323 | 19.4318 | 20.2313 |

| | | | | | | | | | | |
|-------------------------------------|-----------------------|-----|---------|---------|---------|---------|---------|---------|---------|---------|
| Subsection G. IAFF Union | Fire Lieutenant/EMT-P | FP6 | 17.2703 | 18.0535 | 18.8762 | 19.7381 | 20.6397 | 21.5904 | 22.5854 | 23.6298 |
| | Fire Lieutenant/EMT-I | FI6 | 16.2383 | 17.0215 | 17.8442 | 18.7061 | 19.6077 | 20.5584 | 21.5534 | 22.5978 |
| | Fire Lieutenant | F06 | 15.6157 | 16.3989 | 17.2216 | 18.0835 | 18.9851 | 19.9358 | 20.9308 | 21.9752 |
| | Firefighter/EMT-P | FP5 | 15.1422 | 15.8169 | 16.5264 | 17.2703 | 18.0535 | 18.8762 | 19.7381 | 20.6397 |
| | Firefighter/EMT-I | FI5 | 14.1102 | 14.7849 | 15.4944 | 16.2383 | 17.0215 | 17.8442 | 18.7061 | 19.6077 |
| | Firefighter/EMT | F05 | 13.4876 | 14.1623 | 14.8718 | 15.6157 | 16.3989 | 17.2216 | 18.0835 | 18.9851 |

SECTION IV. All ordinances and parts of ordinances in conflict herewith are repealed.

SECTION V. That this ordinance be effective October 1, 2015. Employees whose current pay is above their current pay grade shall have their salaries frozen.

SECTION VI. That the Civil Defense Director position be added effective 15 days after this ordinance is published.

SECTION VII. That the Civil Engineer position be added effective 15 days after this ordinance is published.

SECTION VIII. That the Office Services Associate job title be changed to Executive Assistant- Communications & Grants.

SECTION VII That this ordinance be effective from and after its passage and publication according to law and published in pamphlet form by the City Clerk.

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 21, 2016

SUBJECT: Government Salary Ordinance (2016-2017)

| |
|---------------------------------------|
| Recommendation: 1. Hold first reading |
|---------------------------------------|

Background: Staff is recommending increases to the salary ordinances in accordance with previously approved Collective Bargaining Agreements.

1. Union increases:
 - a. AFSCME 3.0 %
 - b. FIRE 2.5%
 - c. FOP 2.5% for Dispatcher 1, 3.0% for Police Officers and Sergeants, and 4.0 % for Police Detectives.

2. Salary increases:
 - a. 3.0 % to all City non-union employees.

Changed the title of City Clerk Treasurer to City Clerk to reflect the transfer of the Treasurer function to the Director of Finance.

FISCAL IMPACT: All costs have been accounted for in the previously approved budget.

ORDINANCE NO.

An Ordinance of the City of Fremont, Nebraska pertaining to pay plan for officers and employees, repealing Ordinance No. 5373 and all other ordinances and parts of ordinances in conflict herewith; providing for publication in pamphlet form and providing for an effective date.

Be it ordained by the Mayor and City Council of Fremont, Nebraska:

SECTION I. That the following schedule of Pay Grades be used for pay purposes in place of those originally stated in all other ordinances and parts of ordinances in conflict herewith are hereby repealed.

SECTION II. That the Class Title and Pay Grade of each non union position for the City shall be as follows:

| | Job Title | Paygrade | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 |
|---|-----------------------------------|----------|---------|---------|---------|---------|---------|---------|---------|---------|
| Subsection A. Non Union Exempt | City Administrator | 39.0 | 51.0452 | 53.5941 | 56.2767 | 59.0866 | 62.0435 | 65.1478 | 68.4059 | 71.8246 |
| | Director of Public Works | 34.0 | 39.9933 | 41.9935 | 44.0943 | 46.3019 | 48.6168 | 51.0452 | 53.5941 | 56.2767 |
| | City Engineer | 33.5 | 39.0500 | 41.0035 | 43.0506 | 45.2048 | 47.4660 | 49.8343 | 52.3297 | 54.9456 |
| | Police Chief | 33.0 | 38.0933 | 39.9933 | 41.9935 | 44.0943 | 46.3019 | 48.6168 | 51.0452 | 53.5941 |
| | Fire Chief | 31.0 | 34.5475 | 36.2802 | 38.0933 | 39.9933 | 41.9935 | 44.0943 | 46.3019 | 48.6168 |
| | Director of Planning | 30.5 | 33.7313 | 35.4172 | 37.1901 | 39.0500 | 41.0035 | 43.0506 | 45.2048 | 47.4660 |
| | Director of Parks and Recreation | 30.0 | 32.9017 | 34.5475 | 36.2802 | 38.0933 | 39.9933 | 41.9935 | 44.0943 | 46.3019 |
| | Library Director | 27.5 | 29.1419 | 30.5937 | 32.1256 | 33.7313 | 35.4172 | 37.1901 | 39.0500 | 41.0035 |
| | Chief Building Inspector | 26.5 | 27.7570 | 29.1419 | 30.5937 | 32.1256 | 33.7313 | 35.4172 | 37.1901 | 39.0500 |
| | Civil Engineer | 26.0 | 27.0747 | 28.4260 | 29.8444 | 31.3362 | 32.9017 | 34.5475 | 36.2802 | 38.0933 |
| | City Clerk | 25.5 | 26.4323 | 27.7570 | 29.1419 | 30.5937 | 32.1256 | 33.7313 | 35.4172 | 37.1901 |
| | Superintendent of Public Services | 25.5 | 26.4323 | 27.7570 | 29.1419 | 30.5937 | 32.1256 | 33.7313 | 35.4172 | 37.1901 |
| | Recreation Superintendent | 23.5 | 23.9705 | 25.1745 | 26.4323 | 27.7570 | 29.1419 | 30.5937 | 32.1256 | 33.7313 |
| Director of Communications | 21.0 | 21.2075 | 22.2714 | 23.3884 | 24.5592 | 25.7834 | 27.0747 | 28.4260 | 29.8444 | |
| | | | | | | | | | | |
| Subsection B. Non Union Hourly | Police Lieutenant | 25.5 | 26.4323 | 27.7570 | 29.1419 | 30.5937 | 32.1256 | 33.7313 | 35.4172 | 37.1901 |
| | Executive Asst- Comm & Grants | 23.5 | 23.9705 | 25.1745 | 26.4323 | 27.7570 | 29.1419 | 30.5937 | 32.1256 | 33.7313 |
| | Park Maintenance Supervisor | 23.0 | 23.3884 | 24.5592 | 25.7834 | 27.0747 | 28.4260 | 29.8444 | 31.3362 | 32.9017 |
| | Building Inspector II | 21.5 | 21.7427 | 22.8264 | 23.9705 | 25.1745 | 26.4323 | 27.7570 | 29.1419 | 30.5937 |
| | Automotive Maintenance Supv | 21.0 | 21.2075 | 22.2714 | 23.3884 | 24.5592 | 25.7834 | 27.0747 | 28.4260 | 29.8444 |
| | Street Construction Supervisor | 21.0 | 21.2075 | 22.2714 | 23.3884 | 24.5592 | 25.7834 | 27.0747 | 28.4260 | 29.8444 |
| | Fire Captain/EMT-P | FP8 | 20.6978 | 21.6471 | 22.6469 | 23.6920 | 24.7877 | 25.9440 | 27.1557 | 28.4281 |

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|------------------------------------|------|---------|---------|---------|---------|---------|---------|---------|---------|
| City Attorney Investigator | 20.0 | 20.1974 | 21.2075 | 22.2714 | 23.3884 | 24.5592 | 25.7834 | 27.0747 | 28.4260 |
| Building Inspector I | 19.5 | 19.7222 | 20.7058 | 21.7427 | 22.8264 | 23.9705 | 25.1745 | 26.4323 | 27.7570 |
| Fire Captain | F08 | 18.9997 | 19.9490 | 20.9488 | 21.9939 | 23.0896 | 24.2459 | 25.4576 | 26.7300 |
| Legal Secretary | 18.0 | 18.3175 | 19.2339 | 20.1974 | 21.2075 | 22.2714 | 23.3884 | 24.5592 | 25.7834 |
| Human Resources Technician I | 17.0 | 17.4409 | 18.3175 | 19.2339 | 20.1974 | 21.2075 | 22.2714 | 23.3884 | 24.5592 |
| Cemetery Sexton | 16.5 | 17.0331 | 17.8892 | 18.7857 | 19.7222 | 20.7058 | 21.7427 | 22.8264 | 23.9705 |
| Events Maintenance Supervisor | 16.5 | 17.0331 | 17.8892 | 18.7857 | 19.7222 | 20.7058 | 21.7427 | 22.8264 | 23.9705 |
| Evidence/Equipment Tech | 16.5 | 17.0331 | 17.8892 | 18.7857 | 19.7222 | 20.7058 | 21.7427 | 22.8264 | 23.9705 |
| Senior Center Director | 16.0 | 16.6047 | 17.4409 | 18.3175 | 19.2339 | 20.1974 | 21.2075 | 22.2714 | 23.3884 |
| Deputy City Clerk | 15.5 | 16.2233 | 17.0331 | 17.8892 | 18.7857 | 19.7222 | 20.7058 | 21.7427 | 22.8264 |
| Senior Office Associate | 14.0 | 15.0661 | 15.8154 | 16.6047 | 17.4409 | 18.3175 | 19.2339 | 20.1974 | 21.2075 |
| Dispatcher I- Part-time | HD1 | 15.0005 | 15.8200 | 16.6393 | 17.4588 | 18.2783 | 19.0977 | 19.9172 | 20.7367 |
| Transfer Station Cashier-Part-time | 11.0 | 13.0188 | 13.6612 | 14.3436 | 15.0661 | 15.8154 | 16.6047 | 17.4409 | 18.3175 |
| Custodian- Part time | HT1 | 9.2700 | 9.7335 | 10.2202 | 10.7312 | 11.2677 | 11.8311 | 12.4226 | 13.0437 |
| Library Aide- Part time | HT1 | 9.2700 | 9.7335 | 10.2202 | 10.7312 | 11.2677 | 11.8311 | 12.4226 | 13.0437 |

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|---|--|-------------|
| Subsection C. Temporary/ Seasonal Hourly | Admissions Attendant | 9:00-9:50 |
| | Admissions Supervisor | 9:00-10:00 |
| | Aquatic Supervisor | 10:00-11:00 |
| | Concessions Attendant | 9:00-9:50 |
| | Concessions Supervisor | 9:00-10:00 |
| | Custodian Helper | 9:00-10:55 |
| | After Hour Custodian Helper | 10:00-11:00 |
| | Head Guard | 9:00-9:80 |
| | Head Water Safety Instructor | 9:00-9:50 |
| | Library Aide | 9:00-10:25 |
| | Lifeguard (w/CPO) | 9:00-10:00 |
| | Lifeguard I | 9:00-9:50 |
| | Lifeguard II | 9:00-9:60 |
| | Office Trainee | 9:00-10:80 |
| | Park Ranger | 9:00-11:00 |
| | Rec: Arts & Crafts Instructor | 9:00-9:50 |
| | Rec: Baseball/ Softball Instruct | 9:00-9:50 |
| | Recreation: Chief Instructor | 9:00-10:00 |

| | |
|----------------------------------|-------------|
| Recreation Leader | 9.00-11.25 |
| Rec: Playground Asst Director | 9.00-9.50 |
| Recreation: Playground Director | 9.00-10.00 |
| Recreation: Playground Leader | 9.00-9.50 |
| Rec:Umpire/Scorekeeper Supv | 9.00-9.50 |
| Relief Dispatcher | 10.45-10.55 |
| Reserve Police Officer | 10.45-10.55 |
| Reserve Firefighter | 9.00 |
| Senior Center Assistant Manager | 9.00-11.25 |
| Splash Station: Head Maint | 9.00-10.00 |
| Splash Station: Maintenance Asst | 9.00-9.50 |
| City Utility Worker | 9.00-12.70 |

| | | |
|---|------------------------|-------------|
| Subsection D. Temporary and Part-Time Hourly | City Council Member | \$500/mo |
| | City Physician | \$50/mo |
| | City Prosecutor | \$377.75/mo |
| | Mayor | \$1000/mo |
| | Civil Defense Director | \$333/mo |

SECTION III. That the Class Title and Pay Grade of each union position for the City shall be as follows:

| | Job Title | Pay Grade | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 |
|--------------------------------|--------------------------|-----------|---------|---------|---------|---------|---------|---------|---------|---------|
| Subsection E. AFSCME Hourly | Engineering Associate II | 23.0 | 23.3884 | 24.5592 | 25.7834 | 27.0747 | 28.4260 | 29.8444 | 31.3362 | 32.9017 |
| | Librarian II | 22.5 | 22.8264 | 23.9705 | 25.1745 | 26.4323 | 27.7570 | 29.1419 | 30.5937 | 32.1256 |
| | Engineering Associate | 22.0 | 22.2714 | 23.3884 | 24.5592 | 25.7834 | 27.0747 | 28.4260 | 29.8444 | 31.3362 |
| | Librarian I | 19.0 | 19.2339 | 20.1974 | 21.2075 | 22.2714 | 23.3884 | 24.5592 | 25.7834 | 27.0747 |
| | Heavy Equipment Mechanic | 18.5 | 18.7857 | 19.7222 | 20.7058 | 21.7427 | 22.8264 | 23.9705 | 25.1745 | 26.4323 |
| | Equipment Mechanic I | 17.5 | 17.8892 | 18.7857 | 19.7222 | 20.7058 | 21.7427 | 22.8264 | 23.9705 | 25.1745 |
| | Maintenance Worker III | 17.0 | 17.4409 | 18.3175 | 19.2339 | 20.1974 | 21.2075 | 22.2714 | 23.3884 | 24.5592 |
| | Equipment Operator | 16.5 | 17.0331 | 17.8892 | 18.7857 | 19.7222 | 20.7058 | 21.7427 | 22.8264 | 23.9705 |
| | Maintenance Worker II | 15.5 | 16.2233 | 17.0331 | 17.8892 | 18.7857 | 19.7222 | 20.7058 | 21.7427 | 22.8264 |
| | Senior Office Associate | 14.0 | 15.0661 | 15.8154 | 16.6047 | 17.4409 | 18.3175 | 19.2339 | 20.1974 | 21.2075 |
| | Library Assistant III | 13.0 | 14.3436 | 15.0661 | 15.8154 | 16.6047 | 17.4409 | 18.3175 | 19.2339 | 20.1974 |
| | Office Associate | 12.5 | 14.0090 | 14.7115 | 15.4473 | 16.2233 | 17.0331 | 17.8892 | 18.7857 | 19.7222 |
| Library Assistant II | 11.5 | 13.3400 | 14.0090 | 14.7115 | 15.4473 | 16.2233 | 17.0331 | 17.8892 | 18.7857 | |

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|-----------------------------------|-------------|---------|---------|---------|---------|---------|---------|---------|---------|
| Transfer Station Cashier | 11.0 | 13.0188 | 13.6612 | 14.3436 | 15.0661 | 15.8154 | 16.6047 | 17.4409 | 18.3175 |
| Code Enforcement Assistant | 10.5 | 12.7045 | 13.3400 | 14.0090 | 14.7115 | 15.4473 | 16.2233 | 17.0331 | 17.8892 |
| Custodian | 10.5 | 12.7045 | 13.3400 | 14.0090 | 14.7115 | 15.4473 | 16.2233 | 17.0331 | 17.8892 |
| Library Assistant I | 8.0 | 11.2395 | 11.8013 | 12.3967 | 13.0188 | 13.6612 | 14.3436 | 15.0661 | 15.8154 |

| | | | | | | | | | | |
|------------------------------------|-------------------------|------------|---------|---------|---------|---------|---------|---------|---------|---------|
| Subsection F. FOP Union | Police Sergeant | PS1 | 24.7939 | 25.8727 | 26.9515 | 28.0302 | 29.1090 | 30.1878 | 31.2667 | 32.3455 |
| | Police Detective | PT1 | 20.4689 | 21.6013 | 22.7335 | 23.8661 | 24.9985 | 26.1308 | 27.2633 | 28.3956 |
| | Police Officer | PO1 | 19.7074 | 20.7909 | 21.8744 | 22.9579 | 24.0413 | 25.1250 | 26.2085 | 27.2919 |
| | Dispatcher I | PD1 | 15.0009 | 15.8204 | 16.6396 | 17.4591 | 18.2786 | 19.0981 | 19.9176 | 20.7371 |

| | | | | | | | | | | |
|-------------------------------------|------------------------------|------------|---------|---------|---------|---------|---------|---------|---------|---------|
| Subsection G. IAFF Union | Fire Lieutenant/EMT-P | FP6 | 17.7042 | 18.5070 | 19.3502 | 20.2337 | 21.1578 | 22.1323 | 23.1522 | 24.2227 |
| | Fire Lieutenant/EMT-I | FI6 | 16.6287 | 17.4315 | 18.2747 | 19.1582 | 20.0823 | 21.0568 | 22.0767 | 23.1472 |
| | Fire Lieutenant | F06 | 16.0061 | 16.8089 | 17.6521 | 18.5356 | 19.4597 | 20.4342 | 21.4541 | 22.5246 |
| | Firefighter/EMT-P | FP5 | 15.5229 | 16.2145 | 16.9417 | 17.7042 | 18.5070 | 19.3502 | 20.2337 | 21.1578 |
| | Firefighter/EMT-I | FI5 | 14.4474 | 15.1390 | 15.8662 | 16.6287 | 17.4315 | 18.2747 | 19.1582 | 20.0823 |
| | Firefighter/EMT | F05 | 13.8248 | 14.5164 | 15.2436 | 16.0061 | 16.8089 | 17.6521 | 18.5356 | 19.4597 |

SECTION IV. All ordinances and parts of ordinances in conflict herewith are appealed.

SECTION V. That this ordinance be effective October 1, 2016. Employees whose current pay is above their current pay grade shall have their salaries frozen.

SECTION VI. Remove the Treasurer from the City Clerk job title.

SECTION VII. That this ordinance be effective from and after its passage and publication according to law and published in pamphlet form by the City Clerk.

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 21, 2016
SUBJECT: Department of Utilities Salary Ordinance (2016-2017)

| |
|---|
| Recommendation: 1. Hold first reading Ordinance |
|---|

Background: Staff is recommending increases to the salary ordinances in accordance with previously approved Collective Bargaining Agreement.

1. Union increases:
 - a. IBEW 3.0%
2. Salary increases:
 - a. 3.0 % to all Department of Utility non-union employees.

FISCAL IMPACT: All costs have been accounted for in the previously approved budget.

ORDINANCE NO. _____

An Ordinance of the City of Fremont, Nebraska pertaining to pay plan for officers and employees, repealing Ordinance No. 5346 and all other ordinances and parts of ordinances in conflict herewith; providing for publication in pamphlet form and providing for an effective date.

Be it ordained by the Mayor and City Council of Fremont, Nebraska:

SECTION I. That the following schedule of Pay Grades be used for pay purposes in place of those originally stated in all other ordinances and parts of ordinances in conflict herewith are hereby repealed.

SECTION II. That the Class Title and Pay Grade of each non union position for the City shall be as follows:

| | Job Title | Paygrade | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 |
|---|---|-----------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|
| Non-union Exempt Classifications | General Manager | 43.5 | 63.6143 | 66.7987 | 70.1368 | 73.6491 | 77.3285 | 81.1887 | 85.2483 | 89.5106 |
| | Assistant General Manager | 40.0 | 53.5928 | 56.2755 | 59.0852 | 62.0421 | 65.1463 | 68.4042 | 71.8229 | 75.4087 |
| | Power Plant Superintendent | 37.5 | 47.4649 | 49.8330 | 52.3283 | 54.9441 | 57.6937 | 60.5838 | 63.6143 | 66.7987 |
| | City Attorney | 35.0 | 41.9926 | 44.0932 | 46.3008 | 48.6156 | 51.0439 | 53.5928 | 56.2755 | 59.0852 |
| | Director of Finance | 33.5 | 39.0491 | 41.0023 | 43.0496 | 45.2037 | 47.4649 | 49.8330 | 52.3283 | 54.9441 |
| | Director of Electrical Engineering | 33.0 | 38.0924 | 39.9923 | 41.9926 | 44.0932 | 46.3008 | 48.6156 | 51.0439 | 53.5928 |
| | Mechanical Engineer | 33.0 | 38.0924 | 39.9923 | 41.9926 | 44.0932 | 46.3008 | 48.6156 | 51.0439 | 53.5928 |
| | Assistant Power Plant Supt | 32.5 | 37.1892 | 39.0491 | 41.0023 | 43.0496 | 45.2037 | 47.4649 | 49.8330 | 52.3283 |
| | Administrative Services Director | 31.5 | 35.4164 | 37.1892 | 39.0491 | 41.0023 | 43.0496 | 45.2037 | 47.4649 | 49.8330 |
| | Distribution Superintendent | 31.0 | 34.5467 | 36.2794 | 38.0924 | 39.9923 | 41.9926 | 44.0932 | 46.3008 | 48.6156 |
| | Gas System Superintendent | 30.0 | 32.9010 | 34.5467 | 36.2794 | 38.0924 | 39.9923 | 41.9926 | 44.0932 | 46.3008 |
| | Director of Information Systems | 29.5 | 32.1248 | 33.7305 | 35.4164 | 37.1892 | 39.0491 | 41.0023 | 43.0496 | 45.2037 |
| | Customer Services/Customer Billing Mgr | 28.5 | 30.5929 | 32.1248 | 33.7305 | 35.4164 | 37.1892 | 39.0491 | 41.0023 | 43.0496 |
| | Director of Human Resources | 28.5 | 30.5929 | 32.1248 | 33.7305 | 35.4164 | 37.1892 | 39.0491 | 41.0023 | 43.0496 |
| | Wastewater Treatment Superintendent | 27.5 | 29.1412 | 30.5929 | 32.1248 | 33.7305 | 35.4164 | 37.1892 | 39.0491 | 41.0023 |
| | Accountant | 26.5 | 27.7563 | 29.1412 | 30.5929 | 32.1248 | 33.7305 | 35.4164 | 37.1892 | 39.0491 |
| Water and Sewer Superintendent | 26.5 | 27.7563 | 29.1412 | 30.5929 | 32.1248 | 33.7305 | 35.4164 | 37.1892 | 39.0491 | |
| Safety Manager | 25.5 | 26.4317 | 27.7563 | 29.1412 | 30.5929 | 32.1248 | 33.7305 | 35.4164 | 37.1892 | |
| Stores Supervisor | 25.0 | 25.7827 | 27.0741 | 28.4254 | 29.8437 | 31.3355 | 32.9010 | 34.5467 | 36.2794 | |

| | | | | | | | | | | |
|-----------------------------|---|-------------|---------|---------|---------|---------|---------|---------|---------|---------|
| Non Union Hourly | Power Plant Electrical Supervisor | 30.5 | 33.7305 | 35.4164 | 37.1892 | 39.0491 | 41.0023 | 43.0496 | 45.2037 | 47.4649 |
| | Power Plant Maintenance Supervisor | 30.0 | 32.9010 | 34.5467 | 36.2794 | 38.0924 | 39.9923 | 41.9926 | 44.0932 | 46.3008 |
| | Power Plant Shift Supervisor | 29.5 | 32.1248 | 33.7305 | 35.4164 | 37.1892 | 39.0491 | 41.0023 | 43.0496 | 45.2037 |
| | Electric Metering and Service Supervisor | 27.5 | 29.1412 | 30.5929 | 32.1248 | 33.7305 | 35.4164 | 37.1892 | 39.0491 | 41.0023 |
| | Fuel Handling Supervisor | 27.0 | 28.4254 | 29.8437 | 31.3355 | 32.9010 | 34.5467 | 36.2794 | 38.0924 | 39.9923 |
| | Line Crew Supervisor | 27.0 | 28.4254 | 29.8437 | 31.3355 | 32.9010 | 34.5467 | 36.2794 | 38.0924 | 39.9923 |
| | Gas Crew Supervisor | 26.5 | 27.7563 | 29.1412 | 30.5929 | 32.1248 | 33.7305 | 35.4164 | 37.1892 | 39.0491 |
| | Tree Trimming Supervisor | 24.5 | 25.1740 | 26.4317 | 27.7563 | 29.1412 | 30.5929 | 32.1248 | 33.7305 | 35.4164 |
| | WWTP Laboratory Technician | 22.0 | 22.2708 | 23.3879 | 24.5585 | 25.7827 | 27.0741 | 28.4254 | 29.8437 | 31.3355 |
| | Network/PC Technician | 21.5 | 21.7423 | 22.8259 | 23.9700 | 25.1740 | 26.4317 | 27.7563 | 29.1412 | 30.5929 |
| | Automotive Maintenance Supervisor | 21.0 | 21.2071 | 22.2708 | 23.3879 | 24.5585 | 25.7827 | 27.0741 | 28.4254 | 29.8437 |
| | Human Resources Technician II | 19.0 | 19.2333 | 20.1969 | 21.2071 | 22.2708 | 23.3879 | 24.5585 | 25.7827 | 27.0741 |
| | Accounting Associate | 17.5 | 17.8887 | 18.7852 | 19.7218 | 20.7052 | 21.7423 | 22.8259 | 23.9700 | 25.1740 |
| | Customer Services Associate | 14.5 | 15.4470 | 16.2230 | 17.0325 | 17.8887 | 18.7852 | 19.7218 | 20.7052 | 21.7423 |
| | Accounting Assistant | 14.0 | 15.0658 | 15.8149 | 16.6044 | 17.4405 | 18.3170 | 19.2333 | 20.1969 | 21.2071 |
| Custodian- 3/4 time | 11.0 | 13.0186 | 13.6608 | 14.3431 | 15.0658 | 15.8149 | 16.6044 | 17.4405 | 18.3170 | |

SECTION III. That the Class Title and Pay Grade of each union position for the City shall be as follows:

| | Job Titles | Pay Grade | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step7 | Step 8 |
|--|--|------------------|---------------|---------------|---------------|---------------|---------------|---------------|--------------|---------------|
| IBEW Union Classifications | Power Plant Operator III | 27.5 | 29.1412 | 30.5929 | 32.1248 | 33.7305 | 35.4164 | 37.1892 | 39.0491 | 41.0023 |
| | Instrument & Control Technician | 27.0 | 28.4254 | 29.8437 | 31.3355 | 32.9010 | 34.5467 | 36.2794 | 38.0924 | 39.9923 |
| | Senior Engineering Associate | 26.5 | 27.7563 | 29.1412 | 30.5929 | 32.1248 | 33.7305 | 35.4164 | 37.1892 | 39.0491 |
| | Power Plant Operator II | 26.0 | 27.0741 | 28.4254 | 29.8437 | 31.3355 | 32.9010 | 34.5467 | 36.2794 | 38.0924 |
| | Electrician II | 25.5 | 26.4317 | 27.7563 | 29.1412 | 30.5929 | 32.1248 | 33.7305 | 35.4164 | 37.1892 |
| | Senior Electrical Technician | 25.5 | 26.4317 | 27.7563 | 29.1412 | 30.5929 | 32.1248 | 33.7305 | 35.4164 | 37.1892 |
| | Lineworker First Class | 25.0 | 25.7827 | 27.0741 | 28.4254 | 29.8437 | 31.3355 | 32.9010 | 34.5467 | 36.2794 |
| | Environmental Engineering Assistant | 24.5 | 25.1740 | 26.4317 | 27.7563 | 29.1412 | 30.5929 | 32.1248 | 33.7305 | 35.4164 |
| | Gas Leak Surveyor | 24.5 | 25.1740 | 26.4317 | 27.7563 | 29.1412 | 30.5929 | 32.1248 | 33.7305 | 35.4164 |
| | Gas Service Worker | 24.5 | 25.1740 | 26.4317 | 27.7563 | 29.1412 | 30.5929 | 32.1248 | 33.7305 | 35.4164 |
| | Measurement Technician | 24.5 | 25.1740 | 26.4317 | 27.7563 | 29.1412 | 30.5929 | 32.1248 | 33.7305 | 35.4164 |
| | Power Plant Mechanic II | 24.5 | 25.1740 | 26.4317 | 27.7563 | 29.1412 | 30.5929 | 32.1248 | 33.7305 | 35.4164 |
| | Power Plant Operator I | 24.5 | 25.1740 | 26.4317 | 27.7563 | 29.1412 | 30.5929 | 32.1248 | 33.7305 | 35.4164 |
| Power Plant Statistical Technician II | 24.5 | 25.1740 | 26.4317 | 27.7563 | 29.1412 | 30.5929 | 32.1248 | 33.7305 | 35.4164 | |

| | Job Titles | Pay Grade | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step7 | Step 8 |
|---------------------------------------|---|------------------|---------------|---------------|---------------|---------------|---------------|---------------|--------------|---------------|
| IBEW Union Classifications | Gas System Worker/Welder | 23.5 | 23.9700 | 25.1740 | 26.4317 | 27.7563 | 29.1412 | 30.5929 | 32.1248 | 33.7305 |
| | Corrosion Technician/ Drafter | 22.5 | 22.8259 | 23.9700 | 25.1740 | 26.4317 | 27.7563 | 29.1412 | 30.5929 | 32.1248 |
| | Fuel Handler | 22.5 | 22.8259 | 23.9700 | 25.1740 | 26.4317 | 27.7563 | 29.1412 | 30.5929 | 32.1248 |
| | Gas System Worker II | 22.5 | 22.8259 | 23.9700 | 25.1740 | 26.4317 | 27.7563 | 29.1412 | 30.5929 | 32.1248 |
| | Power Plant Statistical Technician I | 22.5 | 22.8259 | 23.9700 | 25.1740 | 26.4317 | 27.7563 | 29.1412 | 30.5929 | 32.1248 |
| | Engineering Associate | 22.0 | 22.2708 | 23.3879 | 24.5585 | 25.7827 | 27.0741 | 28.4254 | 29.8437 | 31.3355 |
| | Water Treatment Technician | 22.0 | 22.2708 | 23.3879 | 24.5585 | 25.7827 | 27.0741 | 28.4254 | 29.8437 | 31.3355 |
| | Power Plant Mechanic I | 21.5 | 21.7423 | 22.8259 | 23.9700 | 25.1740 | 26.4317 | 27.7563 | 29.1412 | 30.5929 |
| | Utility Tree Trimmer | 21.0 | 21.2071 | 22.2708 | 23.3879 | 24.5585 | 25.7827 | 27.0741 | 28.4254 | 29.8437 |
| | Wastewater Plant Mechanic II | 21.0 | 21.2071 | 22.2708 | 23.3879 | 24.5585 | 25.7827 | 27.0741 | 28.4254 | 29.8437 |
| | Gas System Worker I | 20.5 | 20.7052 | 21.7423 | 22.8259 | 23.9700 | 25.1740 | 26.4317 | 27.7563 | 29.1412 |
| | Lineworker Apprentice | 20.0 | 20.1969 | 21.2071 | 22.2708 | 23.3879 | 24.5585 | 25.7827 | 27.0741 | 28.4254 |
| | Water and Sewer Serviceworker II | 20.0 | 20.1969 | 21.2071 | 22.2708 | 23.3879 | 24.5585 | 25.7827 | 27.0741 | 28.4254 |
| | Wastewater Plant Mechanic I | 19.0 | 19.2333 | 20.1969 | 21.2071 | 22.2708 | 23.3879 | 24.5585 | 25.7827 | 27.0741 |
| | Wastewater Plant Operator II | 19.0 | 19.2333 | 20.1969 | 21.2071 | 22.2708 | 23.3879 | 24.5585 | 25.7827 | 27.0741 |
| | Utility Equipment Mechanic II | 19.0 | 19.2333 | 20.1969 | 21.2071 | 22.2708 | 23.3879 | 24.5585 | 25.7827 | 27.0741 |
| | Electrician I | 18.5 | 18.7852 | 19.7218 | 20.7052 | 21.7423 | 22.8259 | 23.9700 | 25.1740 | 26.4317 |
| | Utility Equipment Mechanic I | 18.0 | 18.3170 | 19.2333 | 20.1969 | 21.2071 | 22.2708 | 23.3879 | 24.5585 | 25.7827 |
| | Water and Sewer Serviceworker I | 18.0 | 18.3170 | 19.2333 | 20.1969 | 21.2071 | 22.2708 | 23.3879 | 24.5585 | 25.7827 |
| | Stores Associate | 17.5 | 17.8887 | 18.7852 | 19.7218 | 20.7052 | 21.7423 | 22.8259 | 23.9700 | 25.1740 |
| | Utility Maintenance Worker II | 16.0 | 16.6044 | 17.4405 | 18.3170 | 19.2333 | 20.1969 | 21.2071 | 22.2708 | 23.3879 |
| | Wastewater Plant Operator I | 16.0 | 16.6044 | 17.4405 | 18.3170 | 19.2333 | 20.1969 | 21.2071 | 22.2708 | 23.3879 |
| | Customer Billing Assistant | 14.5 | 15.4470 | 16.2230 | 17.0325 | 17.8887 | 18.7852 | 19.7218 | 20.7052 | 21.7423 |
| | Power Plant Service Worker | 14.5 | 15.4470 | 16.2230 | 17.0325 | 17.8887 | 18.7852 | 19.7218 | 20.7052 | 21.7423 |
| | Utility Office Associate II | 14.5 | 15.4470 | 16.2230 | 17.0325 | 17.8887 | 18.7852 | 19.7218 | 20.7052 | 21.7423 |
| | Customer Services Assistant | 13.5 | 14.7111 | 15.4470 | 16.2230 | 17.0325 | 17.8887 | 18.7852 | 19.7218 | 20.7052 |
| | Utility Office Associate I | 13.0 | 14.3431 | 15.0658 | 15.8149 | 16.6044 | 17.4405 | 18.3170 | 19.2333 | 20.1969 |
| | Custodian | 11.0 | 13.0186 | 13.6608 | 14.3431 | 15.0658 | 15.8149 | 16.6044 | 17.4405 | 18.3170 |

| Temporary/ Seasonal | <u>Class Title</u> | | <u>Hourly Wage</u> |
|--------------------------------|-------------------------------------|--|---------------------------|
| | Utility Worker | | 9.00 -12.70 |
| | Custodian- Part time | | 9.00 -12.70 |
| | Board of Public Works Member | | \$75/mo |

*

- SECTION IV.** All ordinances and parts of ordinances in conflict herewith are appealed.
- SECTION V.** The above salary adjustments are effective October 1, 2016. Employees whose current pay is above their current pay grade shall have their salaries frozen.
- SECTION VI.** That the 3/4 time non union custodian position be added effective 15 days after this ordinance is published.
- SECTION VII.** That this ordinance be effective from and after its passage and publication according to law.
- SECTION VIII.** This ordinance shall be published in pamphlet form by the City Clerk.

PASSED AND APPROVED THIS _____ DAY OF _____, 2016.

Scott Getzschman, Mayor

ATTEST:

Tyler Ficken, City Clerk

STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Jody Sanders, Director of Finance
DATE: July 22, 2016
SUBJECT: Continuing Disclosure Amending Ordinance

Recommendation: 1. Move to introduce Ordinance; 2. Hold first reading; 3. Move to suspend the rules and place on final reading; 4. Hold final reading; 5. Vote on Ordinance

Background: The City Council passed Ordinance 5335 on March 31, 2015 amending ordinances applicable to all existing bond issues to update the continuing disclosure requirements on each bond issue. This amendment to all of the City's bond ordinances provided the consistency necessary to comply with its continuing disclosure requirements.

At the same meeting of the City Council, a new bond ordinance was passed (#5334) reissuing combined utility revenue bonds. That ordinance did not contain the updated continuing disclosure language. The proposed amendment includes the updated language. The amendment makes changes to the description of the type of information provided annually. Previous versions reference a statistical section commonly found in a Comprehensive Annual Financial Report (CAFR), which the City does not compile. New language references Managements' Discussion and Analysis and other items already included in the audited financial statements.

Fiscal Impact: None. Failure to comply with a CDA could result in SEC fines and/or the tax-exempt status of the City's municipal bonds could be revoked.

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 5334 RELATING TO THE CITY'S COMBINED UTILITIES REVENUE REFUNDING BONDS, SERIES 2015 (THE "ORDINANCE"), WHICH ORDINANCE WAS PREVIOUSLY ADOPTED BY THE MAYOR AND COUNCIL OF THE CITY ON MARCH 31, 2015, AND PARTICULARLY AMENDING PROVISIONS OF THE ORDINANCE RELATING TO THE CONTINUING DISCLOSURE REQUIREMENTS UNDER SEC RULE 15C2-12, AS AMENDED; OTHERWISE RATIFYING AND AFFIRMING THE ORDINANCE; AND PROVIDING FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM

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

Section 1. The Mayor and Council of the City of Fremont, Nebraska (the "City") hereby find and determine that the Ordinance referenced above was duly passed and adopted and was authorized for the purposes further described in said Ordinance; that the Ordinances contained references to certain sections of the City's Comprehensive Annual Financial Report ("CAFR") in the continuing disclosure undertaking section of the Ordinance, and the City does not currently prepare and file a CAFR with the MSRB (as defined below); and that it is appropriate to amend the applicable section of the Ordinance to modify the intent of the City with respect to its continuing disclosure undertakings.

Section 2. For the purposes described in Section 1 hereof, Section 18 of the Ordinance is hereby amended and restated in its entirety as follows:

In accordance with the requirements of Rule 15c2-12, as amended (the "Rule"), promulgated by the Securities and Exchange Commission, the City, being the only "obligated person" with respect to the Series 2015 Bonds, agrees that it will provide the following continuing disclosure information to the Municipal Securities Rulemaking Board (the "MSRB") in an electronic format as prescribed by the MSRB:

- (a) not later than seven (7) months after the end of each fiscal year of the City (the "Delivery Date"), financial information or operating data for the City generally consisting of the information set forth in the "Management's Discussion and Analysis" section of City's annual financial statements ("Annual Financial Information");
- (b) when and if available, audited financial statements for the City, which audited financial information shall be prepared on the basis of generally accepted accounting principles; and
- (c) in a timely manner not in excess of ten (10) business days after the occurrence of the event, notice of the occurrence of any of the following events with respect to the Series 2015 Bonds:

- (1) principal and interest payment delinquencies;
- (2) non-payment related defaults, if material;
- (3) unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) substitution of credit or liquidity providers, or their failure to perform;
- (6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Series 2015 Bonds, or other material events affecting the tax status of the Series 2015 Bonds;
- (7) modifications to rights of the holders of the Series 2015 Bonds, if material;
- (8) bond calls, if material, and tender offers;
- (9) defeasances;
- (10) release, substitution, or sale of property securing repayment of the Series 2015 Bonds, if material;
- (11) rating changes;
- (12) bankruptcy, insolvency, receivership or similar events of the City (this event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the City in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City);
- (13) the consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than

in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(14) appointment of a successor or additional trustee or the change of name of a trustee, if material; and

(d) in a timely manner, notice of any failure on the part of the City to provide Annual Financial Information and the audited financial statements not later than the Delivery Date.

The City has not undertaken to provide notice of the occurrence of any other event, except the events listed above.

The City agrees that all documents provided to the MSRB under the terms of this continuing disclosure undertaking shall be provided for filing in such format and accompanied by such identifying information as shall be prescribed by the MSRB. The City reserves the right to modify from time to time the specific types of information provided or the format of the presentation of such information or the accounting methods in accordance with which such information is presented, to the extent necessary or appropriate in the judgment of the City, consistent with the Rule. The City agrees that such covenants are for the benefit of the registered owners of the Series 2015 Bonds (including Beneficial Owners) and that such covenants may be enforced by any registered owner or Beneficial Owner, provided that any such right to enforcement shall be limited to specific enforcement of such undertaking and any failure shall not constitute an event of default under the Ordinance. The continuing disclosure obligations of the City, as described above, shall cease when none of the Series 2015 Bonds remain outstanding.

Section 3. The Ordinance, as amended hereby, is hereby ratified and affirmed in all respects. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance. This Ordinance shall be in force and take effect from and after its passage and approval according to law. This Ordinance shall be published in pamphlet form.

PASSED AND APPROVED this 26th day of July, 2016.

By _____
Mayor

ATTEST:

City Clerk

(SEAL)

STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Jody Sanders, CPA, Director of Finance
DATE: July 22, 2016
SUBJECT: Combined Utility Bond Refunding and Reissue

Recommendation: 1. Move to approve resolution to call in Series 2011 bonds for payment. 2. Move to introduce Ordinance to reissue bonds. 3. Hold first reading. 4. Move to suspend the rules and place on final reading. 5. Hold final reading. 6. Vote on Ordinance.

Background: The Series 2011 Combined Utility Bonds dated July 19, 2011 have a remaining balance of \$2,665,000 as of September 1, 2016. The bonds were allocated to the Water, Sewer, and Gas Funds at the time of original issuance. These bonds are eligible for refunding, and bond interest rates continue to decline. Staff has asked the underwriter to refund the bonds, and reissue \$355,000 less in bonds, paying that amount down out of the Gas fund, which currently has a cash surplus.

At the July 20, 2016 Board of Public Works approved the refunding and reissue and have forwarded the item to the City Council for consideration. John Trecek with Ameritas Investment Corp. will be at the City Council meeting to present the final numbers. A draft of the ordinance follows this staff report.

Fiscal Impact: Reduction in Gas fund cash and bonds payable of \$355,000. Projected net present value savings of approximately \$175,000 over the life of reissued bonds (eight years), depending on rates on the date of the City Council Meeting.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREMONT, NEBRASKA, CALLING IN FOR PAYMENT ON SEPTEMBER 1, 2016 OUTSTANDING COMBINED UTILITIES REVENUE REFUNDING BONDS, SERIES 2011, DATED JULY 19, 2011.

BE IT RESOLVED AND ENACTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF FREMONT, NEBRASKA, as follows:

Section 1. That the following bonds, in accordance with their option provision, are hereby irrevocably called for payment on September 1, 2016, after which date interest on the bonds will cease:

Combined Utilities Revenue Refunding Bonds, Series 2011, dated July 19, 2011, numbered as they are shown on the books and records of the Paying Agent and Registrar, in the total outstanding principal amount of \$2,665,000, maturing, in the principal amounts, bearing CUSIP numbers as follows:

| <u>Principal Amount</u> | <u>Maturity Date</u> | <u>CUSIP</u> |
|-------------------------|----------------------|--------------|
| \$ 270,000 | September 1, 2017 | 357415 LQ9 |
| 275,000 | September 1, 2018 | 357415 LR7 |
| 285,000 | September 1, 2019 | 357415 LS5 |
| 290,000 | September 1, 2020 | 357415 LT3 |
| 300,000 | September 1, 2021 | 357415 LU0 |
| 300,000 | September 1, 2022 | 357415 LV8 |
| 310,000 | September 1, 2023 | 357415 LW6 |
| 315,000 | September 1, 2024 | 357415 LX4 |
| 320,000 | September 1, 2025 | 357415 LY2 |

Section 2. These bonds are to be paid at the principal corporate trust office of the First National Bank of Omaha (successor in interest to The Fremont National Bank and Trust Company), Fremont, Nebraska, paying agent and registrar for said bonds (the "Paying Agent").

Section 3. A true copy of this resolution shall be filed by the City Clerk with the Paying Agent at least thirty (30) days prior to call date and the Paying Agent and Registrar is hereby irrevocably instructed to take appropriate action to mail notice to registered owners at least thirty (30) days prior to the call date.

DATED this 26th day of July, 2016.

ATTEST:

By _____
Mayor

City Clerk

(S E A L)

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE ISSUANCE OF COMBINED UTILITIES REVENUE REFUNDING BONDS, SERIES 2016, OF THE CITY OF FREMONT, NEBRASKA, IN THE AGGREGATE PRINCIPAL AMOUNT OF TWO MILLION THREE HUNDRED TEN THOUSAND DOLLARS (\$2,310,000) FOR THE PURPOSE OF REFUNDING CERTAIN OUTSTANDING BONDS OF THE CITY; DIRECTING THE APPLICATION OF THE PROCEEDS OF SAID BONDS; PRESCRIBING THE FORM, TERMS AND DETAILS OF SAID BONDS; PLEDGING AND HYPOTHECATING THE REVENUE AND EARNINGS OF THE COMBINED ELECTRIC SYSTEM, WATER SYSTEM, SEWER SYSTEM AND GAS SYSTEM OF SAID CITY FOR THE PAYMENT OF SAID BONDS AND THE INTEREST THEREON; PROVIDING FOR THE COLLECTION, SEGREGATION AND APPLICATION OF THE REVENUES OF SAID SYSTEMS; ENTERING INTO A CONTRACT ON BEHALF OF THE CITY WITH THE HOLDERS OF SAID BONDS; APPOINTING A PAYING AGENT AND REGISTRAR; PROVIDING FOR THE SALE OF THE BONDS; AUTHORIZING THE DELIVERY OF THE BONDS TO THE PURCHASER; RATIFYING AND AFFIRMING PREVIOUSLY ADOPTED POST-ISSUANCE TAX COMPLIANCE POLICIES; AND PROVIDING FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM

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

Section 1. The Mayor and Council of the City of Fremont, Nebraska (the “City”) hereby find and determine as follows:

(a) The City owns and operates an electric power plant and distribution system (said plant and system as now existing and all additions and improvements thereto hereafter constructed or acquired are herein referred to as the “Electric System”), which Electric System represents a revenue-producing undertaking of the City.

(b) The City owns and operates a water plant and distribution system (said plant and system as now existing and all additions and improvements thereto hereafter acquired are herein referred to as the “Water System”), which Water System represents a revenue-producing undertaking of the City.

(c) The City owns and operates a sewer plant and system (said plant and system as now existing and all additions and improvements thereto hereafter acquired are herein referred to as the “Sewer System”), which Sewer System represents a revenue-producing undertaking of the City.

(d) The City owns and operates a gas plant and distribution system (said plant and system as now existing and all additions and improvements thereto hereafter acquired are herein referred to as the “Gas System”), which Gas System represents a revenue-producing undertaking of the City.

(e) The Electric System, Water System, Sewer System and Gas System shall, together, be referred to in this Ordinance as the “Combined Utilities”.

(f) The City has issued and there remain currently outstanding the following revenue bonds (the “2011 Bonds”) which constitute a charge against the revenues of the Combined Utilities:

Combined Utilities Revenue Refunding Bonds, Series 2011, date of original issue July 19, 2011, issued pursuant to Ordinance No. 5207 of which \$2,930,000 in principal amount are presently outstanding;

(g) The City also has heretofore issued and there remain currently outstanding the following revenue bonds which constitute a charge against the revenues of the Combined Utilities:

Combined Utilities Revenue Refunding Bonds, Series 2012, date of original issue March 6, 2012, issued pursuant to Ordinance No. 5238 of which \$16,850,000 in principal amount are presently outstanding (the “Series 2012 Bonds”);

Combined Utilities Revenue Bonds, Series 2013, date of original issue August 30, 2013, issued pursuant to Ordinance No. 5276 of which \$8,595,000 in principal amount are presently outstanding (the “Series 2013 Bonds”);

Combined Utilities Revenue Refunding Bonds, Series 2014A, date of original issue June 3, 2014, issued pursuant to Ordinance No. 5305 of which \$2,165,000 in principal amount are presently outstanding (the “Series 2014A Bonds”); and

Combined Utilities Revenue Bonds, Series 2014B, date of original issue July 29, 2014, issued pursuant to Ordinance No. 5311 of which \$33,885,000, in principal amount are presently outstanding (the “Series 2014B Bonds”);

Combined Utilities Revenue Bonds, Series 2015, date of original issue May 5, 2015, issued pursuant to Ordinance No. 5334 of which \$4,695,000, in principal amount are presently outstanding (the “Series 2015 Bonds”);

(h) The Series 2012 Bonds, the Series 2013 Bonds, the Series 2014A Bonds, the Series 2014B Bonds and the Series 2015 Bonds (collectively, the “Outstanding Parity Bonds”), together with the 2011 Bonds to be refunded, presently constitute the only outstanding indebtedness of the City for which the revenues of any of the Combined Utilities have been pledged under the terms of Ordinance No. 5238, Ordinance No. 5276, Ordinance No. 5305, Ordinance No. 5311 and Ordinance No. 5334 (collectively the “Outstanding Parity Ordinances”).

(i) Since the issuance of the 2011 Bonds, the interest rates in the bond markets have declined and the City can effect a savings in interest costs by issuing refunding bonds to redeem the 2011 Bonds maturing September 1 in the years 2017 through and including 2025, in the principal amount of \$2,665,000 (the “Refunded Bonds”); the Refunded Bonds have been called for redemption

on September 1, 2016 (the “Redemption Date”); and it is necessary and advisable for the City to issue its combined utilities revenue refunding bonds in the principal amount of \$2,310,000 to refund the Refunded Bonds as called on the Redemption Date.

(j) In accordance with the terms of the Outstanding Parity Ordinances, pursuant to which the City is authorized to issued refunding bonds which qualify as “Additional Bonds” of equal lien to the Outstanding Parity Bonds, the City hereby determines that after the issuance of the bonds herein authorized the principal payments due in any calendar year in which the Outstanding Parity Bonds mature, or in any calendar year prior thereto, will not be increased over the amount of such principal payments due in such calendar years immediately prior to the issuance of the bonds herein authorized and the redemption of the Refunded Bonds.

(k) To satisfy the funding requirements described in this Section 1, it is necessary for the City to issue its Combined Utilities Revenue Refunding Bonds, Series 2016, in the total principal amount of \$2,310,000 pursuant to Sections 18-1803 to 18-1805 R.R.S. Neb. 2012, as amended.

(l) All conditions, acts and things required by law to exist or to be done precedent to the issuance of the Series 2016 Bonds herein authorized as such “Additional Bonds” as provided for in the Outstanding Parity Ordinances and in this Ordinance do exist and have been done or are hereby required to be done in regular and due form and time as required by law.

Section 2. In addition to the definitions provided for in certain other Sections hereof, the following definitions of terms shall apply, unless the context shall clearly indicate otherwise:

(a) “Additional Bonds” shall mean any and all bonds hereafter issued by the City pursuant to the terms of this Ordinance which are equal in lien to the Outstanding Parity Bonds, including any such bonds issued pursuant to Section 13 hereof, and refunding bonds issued pursuant to Section 14 hereof, as and when such bonds are or become equal in lien to the Outstanding Parity Bonds according to their terms and the terms of said Sections.

(b) “Average Annual Debt Service Requirements” shall mean that number computed by adding all of the principal and interest due when computed to the absolute maturity of the bonds for which such computation is required and dividing by the number of years remaining that the longest bond of any issue for which such computation is required has to run to maturity. In making such computation, the principal of any bonds for which mandatory redemptions are scheduled shall be treated as maturing in accordance with such schedule of mandatory redemptions.

(c) “Deposit Securities” shall mean direct obligations of or obligations the principal of and interest on which are unconditionally guaranteed by the United States of America.

(d) “Maximum Annual Debt Service Requirements” shall mean the maximum aggregate amount of payments of principal and interest due with respect to the bonds for which such computation is required in any one fiscal year. In making such computations the principal of any bonds for which mandatory redemptions are scheduled shall be treated as maturing in accordance with such schedule of mandatory redemptions.

(e) “Net Revenues” shall mean the gross revenues derived by the City from the ownership or operation of the Combined Utilities, including investment income, but not including any income from sale or disposition of any property belonging to or forming a part of the Combined Utilities, less the ordinary expenses to the City of operating and maintaining the Combined Utilities payable from the Operation and Maintenance Account as described in Section 11 in this Ordinance. Operation and maintenance expenses for purposes of determining “Net Revenues” shall not include depreciation, amortization (of financing expenses) or interest on any bonds or other indebtedness. Net Revenues for all purposes of this Ordinance shall be shown by an audit for the fiscal year in question as conducted by independent certified public accountants.

(f) “Paying Agent and Registrar” shall mean for the Series 2016 Bonds the paying agent and registrar designated in Section 4 of this Ordinance. For the Outstanding Parity Bonds and any series of Additional Bonds, “Paying Agent and Registrar” shall mean the officer or institution designated for such office in the applicable Outstanding Parity Ordinance.

(g) “Permitted Investments” shall mean Deposit Securities and, to the extent permitted by applicable law;

(i) Investments in U.S. dollar denominated deposit accounts, federal funds, bankers acceptances, and certificates of deposit of any bank whose short term debt obligations are rated “A-1+” by S&P and “P-1” by Moody’s and maturing no more than 360 calendar days after the date of purchase (holding company ratings are not considered as ratings of a bank);

(ii) Certificates of deposit of any bank, which certificates are fully insured by the Federal Deposit Insurance Corporation (“FDIC”);

(iii) Investments in money market funds rated “AAAm” or “AAAm-G” by S&P;

(iv) Commercial paper which is rated at the time of purchase in the single highest classification, “P-1” by Moody’s Inc. and “A-1+” by S&P and which matures not more than 270 calendar days after the date of purchase; or

(v) Municipal obligations rated “Aaa/AAA” or general obligations of States with a rating of “A1/A+” or higher by both Moody’s and S&P;

Section 3. To provide funds to be used to, along with other funds of the City, refund the Refunded Bonds, there shall be and there are hereby ordered issued Combined Utilities Revenue Refunding Bonds, Series 2016 of the City of Fremont, Nebraska, in the principal amount of Two Million Three Hundred Ten Thousand Dollars (\$2,310,000) (the “Series 2016 Bonds”) to bear date of original issue of September 1, 2016, in fully registered form. Said bonds shall bear interest at the rates per annum and mature on September 1 of each year in the principal amounts as follows:

| Maturing on September 1 of Year | <u>Principal Amount</u> | <u>Interest Rate</u> |
|---------------------------------------|-------------------------|----------------------|
| 2017 | \$ 270,000 | |
| 2018 | 275,000 | |
| 2019 | 285,000 | |
| 2020 | 290,000 | |
| 2021 | 290,000 | |
| 2022 | 300,000 | |
| 2023 | 300,000 | |
| 2024 | 300,000 | |

The Series 2016 Bonds shall be issued in the denomination of \$5,000 or any integral multiple thereof and shall be numbered from 1 upwards in the order of their issuance. No Series 2016 Bond shall be issued originally or upon transfer or partial redemption having more than one principal maturity. The initial bond numbering and principal amounts for each of the Series 2016 Bonds issued shall be as directed by the initial purchasers thereof. Interest on the Series 2016 Bonds, at the respective rates for each maturity, shall be payable on March 1, 2017 and semiannually thereafter on March 1 and September 1 of each year (each an “Interest Payment Date”), and the Series 2016 Bonds shall bear such interest from the date of original issue or most recent Interest Payment Date to which interest has been paid or provided for, whichever is later, until maturity or earlier redemption. Interest shall be computed on the basis of a 360-day year consisting of twelve 30-day months. The interest due on each Interest Payment Date shall be payable to the registered owners of record as of the close of business on the fifteenth day immediately preceding the Interest Payment Date (the “Record Date”), subject to the provisions of Section 4 hereof. Payments of interest due on the Series 2016 Bonds prior to maturity or earlier redemption shall be made by the Paying Agent and Registrar, by mailing a check or draft in the amount due for such interest on each Interest Payment Date to the registered owner of each Series 2016 Bond, as of the Record Date for such Interest Payment Date, to such owner’s registered address as shown on the books of registration as required to be maintained in Section 4 hereof. Payments of principal due at maturity or earlier redemption, together with any accrued interest then due, shall be made by said Paying Agent and Registrar to the registered owners upon presentation and surrender of the Series 2016 Bonds to said Paying Agent and Registrar at its principal corporate trust office. The City and said Paying Agent and Registrar may treat the registered owner of any Series 2016 Bond as the absolute owner of such Series 2016 Bond for the purpose of making payment thereon and for all other purposes and neither the City nor the Paying Agent and Registrar shall be affected by any notice or knowledge to the contrary, whether such Series 2016 Bond or any installment of interest due thereon shall be overdue or not. All payments on account of interest or principal made to the registered owner of any Series 2016 Bond in accordance with the terms of this Ordinance shall be valid and effectual and shall be a discharge of the City and said Paying Agent and Registrar, in respect of the liability upon the Series 2016 Bonds or claims for interest to the extent of the sum or sums so paid. The terms of this Ordinance relating to payment and transfer of the Series 2016 Bonds are subject to the further provisions of Section 8 hereof while the Series 2016 Bonds are outstanding in book-entry form.

Section 4. The First National Bank of Omaha, Fremont, Nebraska, is hereby designated to serve as Paying Agent and Registrar for the Series 2016 Bonds. Said Paying Agent and Registrar shall serve in such capacities under the terms of an agreement entitled "Paying Agent and Registrar's Agreement" between the City and said Paying Agent and Registrar, the form of which is hereby approved. The Mayor and City Clerk are hereby authorized to execute said agreement in substantially the form presented but with such changes as they shall deem appropriate or necessary. The Paying Agent and Registrar shall keep and maintain for the City books for the registration and transfer of the Series 2016 Bonds at its principal corporate trust office. The names and registered addresses of the registered owner or owners of the Series 2016 Bonds shall at all times be recorded in such books. Any Series 2016 Bond may be transferred pursuant to its provisions at the principal corporate trust office of said Paying Agent and Registrar upon surrender of such bond for cancellation, accompanied by a written instrument of transfer, in form satisfactory to said Paying Agent and Registrar, duly executed by the registered owner in person or by such owner's duly authorized agent, and thereupon the Paying Agent and Registrar will register such transfer upon said registration books and deliver to the transferee registered owner or owners (or send by registered mail to the transferee owner or owners at such owner's or owners' risk and expense), registered in the name of such transferee owner or owners, a new Series 2016 Bond or Series 2016 Bonds of the same interest rate, aggregate principal amount and maturity. To the extent of the denominations authorized for the Series 2016 Bonds by this ordinance, one Series 2016 Bond may be transferred for several such bonds of the same interest rate and maturity and for a like aggregate principal amount, and several such bonds may be transferred for one or several such bonds, respectively, of the same interest rate and maturity and for a like aggregate principal amount. In every case of transfer of a Series 2016 Bond, the surrendered Series 2016 Bond or Series 2016 Bonds shall be canceled and destroyed. For every such exchange or transfer of Series 2016 Bonds, the City, or the Paying Agent and Registrar may make a charge sufficient to reimburse the City or the Paying Agent and Registrar (as the case may be) for any tax, fee or other governmental charge required to be paid with respect to any such exchange or transfer. All Series 2016 Bonds issued upon transfer of the Series 2016 Bonds so surrendered shall be valid obligations of the City evidencing the same obligations as the Series 2016 Bonds surrendered and shall be entitled to all benefits and protection of this ordinance to the same extent as the Series 2016 Bonds upon transfer of which they were delivered. The City and said Paying Agent and Registrar shall not be required to transfer any Series 2016 Bond during any period from any Record Date until its immediately following Interest Payment Date or to transfer any Series 2016 Bonds called for redemption for a period of thirty (30) days next preceding any date fixed for redemption prior to maturity. In the event that payments of interest due on the Series 2016 Bonds on an interest payment date are not timely made, such interest shall cease to be payable to the registered owners as of the Record Date for such interest payment date and shall be payable to the registered owners of the Series 2016 Bonds as of a special date of record for payment of such defaulted interest as shall be designated by the Paying Agent and Registrar whenever monies for the purpose of paying such defaulted interest become available.

Section 5. The Series 2016 Bonds shall be subject to redemption, in whole or in part, prior to maturity at any time on or after September 1, 2021, at par plus accrued interest on the principal amount redeemed to the date fixed for redemption. The City may select the bonds to be redeemed from such optional redemption in its sole discretion but bonds shall be redeemed only in the amount of \$5,000 or integral multiples thereof. Notice of redemption of any bond called for

redemption shall be given at the direction of the Mayor and Council by the Paying Agent and Registrar by mail not less than thirty (30) days prior to the date fixed for redemption, first class postage prepaid, sent to the registered owner of such bond at said owner's registered address. Such notice shall designate the bond or bonds to be redeemed by number and maturity, the date of original issue, the date fixed for redemption and state that such bond or bonds are to be presented for prepayment at the office of the Paying Agent and Registrar. In case of any bond partially redeemed, such notice shall specify the portion of the principal amount of such bond to be redeemed. No defect in the mailing of notice for any bond shall affect the sufficiency of the proceedings of the Mayor and Council designating the bonds called for redemption or the effectiveness of such call for bonds for which notice by mail has been properly given and the Mayor and Council shall have the right to further direct notice of redemption for any such bond for which defective notice has been given.

Section 6. If any Series 2016 Bond is not paid upon presentation of such bond at maturity or any interest installment is not paid when due, such delinquent Series 2016 Bond or delinquent interest installment shall bear interest thereafter until paid at a rate equal to the rate assessed against delinquent taxes under Section 45-104.01 R.R.S. Nebraska, 2010, as now existing or as the same may be amended from time to time by the Nebraska Legislature.

Section 7. If the date for payment of the principal of or interest on the Series 2016 Bonds shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the city where the principal corporate trust office of the Paying Agent and Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such day shall have the same force and effect as if made on the nominal date of payment.

Section 8. The Series 2016 Bonds shall be executed on behalf of the City by being signed by the Mayor and the City Clerk, both of which signatures may be facsimile signatures, and shall have the City seal impressed on each such bond. The City Clerk shall make and certify a transcript of proceedings had and done precedent to the issuance of said bonds which shall be delivered to the purchaser of said bonds. After being executed by the Mayor and City Clerk, said bonds shall be delivered to the Treasurer of the City who shall be responsible therefor under his official bond. The Paying Agent and Registrar shall register each Series 2016 Bond in the name of its initial registered owner as designated by the initial purchaser. Each Series 2016 Bond shall be authenticated on behalf of the City by the Paying Agent and Registrar. The Series 2016 Bonds shall be issued initially as "book-entry only" bonds using the services of The Depository Trust Company (the "Depository"), with one typewritten bond per maturity being issued to the Depository. In such connection said officers of the City are authorized to execute and deliver a letter of representations and inducement (including any Blanket Letter previously executed and delivered) (the "Letter of Representations") in the form required by the Depository, for and on behalf of the City, which shall thereafter govern matters with respect to registration, transfer, payment and redemption of the Series 2016 Bonds. Upon issuance of the Series 2016 Bonds as "book-entry-only" bonds, the following provisions shall apply:

(a) The City and the Paying Agent and Registrar shall have no responsibility or obligation to any broker-dealer, bank or other financial institution for which the Depository holds such bonds as securities depository (each, a “Bond Participant”) or to any person who is an actual purchaser of a Series 2016 Bond from a Bond Participant while the Series 2016 Bonds are in book-entry form (each a “Beneficial Owner”) with respect to the following:

(i) the accuracy of the records of the Depository, any nominees of the Depository or any Bond Participant with respect to any ownership interest in the Series 2016 Bonds;

(ii) the delivery to any Bond Participant, any Beneficial Owner or any other person, other than the Depository, of any notice with respect to the Series 2016 Bonds, including any notice of redemption; or

(iii) the payment to any Bond Participant, any Beneficial Owner or any other person, other than the Depository, of any amount with respect to the Series 2016 Bonds.

The Paying Agent and Registrar shall make payments with respect to the Series 2016 Bonds only to or upon the order of the Depository or its nominee, and all such payments shall be valid and effective fully to satisfy and discharge the obligations with respect to such Series 2016 Bonds to the extent of the sum or sums so paid. No person other than the Depository shall receive an authenticated Series 2016 Bond, except as provided in (e) below.

(b) Upon receipt by the Paying Agent and Registrar of written notice from the Depository to the effect that the Depository is unable to or unwilling to discharge its responsibilities, the Paying Agent and Registrar shall issue, transfer and exchange Series 2016 Bonds requested by the Depository in appropriate amounts. Whenever the Depository requests the Paying Agent and Registrar to do so, the Paying Agent and Registrar will cooperate with the Depository in taking appropriate action after reasonable notice (i) to arrange, with the prior written consent of the City, for a substitute depository willing and able upon reasonable and customary terms to maintain custody of the Series 2016 Bonds or (ii) to make available Series 2016 Bonds registered in whatever name or names the Beneficial Owners transferring or exchanging such Series 2016 Bonds shall designate.

(c) If the City determines that it is desirable that certificates representing the Series 2016 Bonds be delivered to the ultimate Beneficial Owners of the Series 2016 Bonds and so notifies the Paying Agent and Registrar in writing, the Paying Agent and Registrar shall so notify the Depository, whereupon the depository will notify the Bond Participants of the availability through the Depository of bond certificates representing the Series 2016 Bonds. In such event, the Paying Agent and Registrar

shall issue, transfer and exchange bond certificates representing the Series 2016 Bonds as requested by the Depository in appropriate amounts and in authorized denominations.

(d) Notwithstanding any other provision of this Ordinance to the contrary, so long as any Series 2016 Bond is registered in the name of the Depository or any nominee thereof, all payments with respect to such bond and all notices with respect to such bond shall be made and given, respectively, to the Depository as provided in the Letter of Representations.

(e) Registered ownership of the Series 2016 Bonds may be transferred on the books of registration maintained by the Paying Agent and Registrar, and the Series 2016 Bonds may be delivered in physical form to the following:

(i) any successor securities depository or its nominee; or

(ii) any person, upon (A) the resignation of the Depository from its functions as depository or (B) termination of the use of the Depository pursuant to this Section and the terms of the Paying Agent and Registrar's Agreement.

(f) In the event of any partial redemption of a Series 2016 Bond unless and until such partially redeemed bond has been replaced in accordance with the provisions of this Ordinance, the books and records of the Paying Agent and Registrar shall govern and establish the principal amount of such bond as is then outstanding and all of the Series 2016 Bonds issued to the Depository or its nominee shall contain a legend to such effect.

If for any reason the Depository resigns and is not replaced or upon termination by the City of book-entry-only form, the City shall immediately provide a supply of bond certificates for issuance upon subsequent transfers or in the event of partial redemption. In the event that such supply of certificates shall be insufficient to meet the requirements of the Paying Agent and Registrar for issuance of replacement bond certificates upon transfer or partial redemption, the City agrees to order printed an additional supply of bond certificates and to direct their execution by manual or facsimile signature of its then duly qualified and acting officers. In case any officer whose signature or facsimile thereof shall appear on any Series 2016 Bond shall cease to be such officer before the delivery of such bond (including any bond certificates delivered to the Paying Agent and Registrar for issuance upon transfer or partial redemption) such signature or such facsimile signature shall nevertheless be valid and sufficient for all purposes the same as if such officer or officers had remained in office until the delivery of such bond. The Series 2016 Bonds shall not be valid and binding on the City until authenticated by the Paying Agent and Registrar. The Series 2016 Bonds shall be delivered to the Paying Agent and Registrar for registration and authentication.

Section 9. The Series 2016 Bonds shall be in substantially the following form:

UNITED STATES OF AMERICA
STATE OF NEBRASKA

CITY OF FREMONT
COMBINED UTILITIES REVENUE REFUNDING BOND,
SERIES 2016

No. _____ \$ _____

| | | | |
|----------------------|----------------------|---|--------------|
| <u>Interest Rate</u> | <u>Maturity Date</u> | <u>Date of</u> <u>Original Issue</u> | <u>CUSIP</u> |
| % | September 1, 20____ | September 1, 2016 | |

Registered Owner:

Principal Amount:

KNOW ALL PERSONS BY THESE PRESENTS: That the City of Fremont, in the State of Nebraska (the "City"), hereby acknowledges itself to owe and for value received promises to pay, but only from special sources hereinafter described, the principal amount specified above to the registered owner specified above in lawful money of the United States of America on the maturity date specified above, with interest thereon from the date of original issue specified above or most recent Interest Payment Date to which interest has been paid or provided for, whichever is later, to maturity or earlier redemption at the rate per annum specified above. Said interest shall be payable on _____, 20____, and semiannually thereafter on _____ and _____ of each year (each, an "Interest Payment Date"). Such interest shall be computed on the basis of a 360-day year consisting of twelve 30-day months. If this bond is not paid upon presentation of the bond at maturity or if any interest installment hereon is not paid when due, the bond or interest installment shall bear interest thereafter until paid at a rate equal to the rate assessed against delinquent taxes under Section 45-104.01 R.R.S. Nebraska 2010, as now existing or as the same may be amended from time to time by the Nebraska Legislature. The principal of this bond and the interest due at maturity or earlier redemption are payable upon presentation and surrender of this bond at the corporate trust office of the First National Bank of Omaha, the Paying Agent and Registrar, in Fremont, Nebraska. Interest on this bond due prior to maturity (or early redemption) will be paid on each Interest Payment Date by a check or draft mailed by the Paying Agent and Registrar to the registered owner of this bond, as shown on the books of record maintained by the Paying Agent and Registrar, as of the close of business on the fifteenth day immediately preceding the Interest Payment Date, to such owner's address as shown on such books and records (the "Record Date"). Any interest not so timely paid shall cease to be payable to the person entitled thereto as of the Record Date such interest was payable, and shall be payable to the person who is the registered owner of this bond (or of one or more predecessor bonds hereto) on such special record date for payment of such defaulted interest as shall be fixed by the Paying Agent and Registrar whenever monies for such purpose become available.

This bond is one of an issue of fully registered bonds of the total principal amount of \$2,310,000 of like tenor herewith except as to denomination, date of maturity and rate of interest

issued by said City for the purpose of refunding the City's outstanding Combined Utilities Revenue Refunding Bonds, Series 2011, date of original issue July 19, 2011, maturing September 1 in the years 2017 through and including 2025, in the outstanding principal amount of \$2,665,000 in pursuance of Sections 18-1803 to 18-1805, R.R.S. Nebraska 2012, and has been duly authorized by an ordinance legally passed, approved and published and by proceedings duly had by the Mayor and Council of said City (the "Ordinance").

The bonds of this issue shall be subject to redemption, in whole or in part, prior to maturity at any time on or after September 1, 2021, at par plus accrued interest on the principal amount redeemed to the date fixed for redemption. The City may select the bonds to be redeemed from such optional redemption in its sole discretion but bonds shall be redeemed only in the amount of \$5,000 or integral multiples thereto. Notice of redemption of any bond called for redemption shall be given at the direction of the Mayor and Council by the Paying Agent and Registrar by mail not less than thirty (30) days prior to the date fixed for redemption, first class postage prepaid, sent to the registered owner of such bond at said owner's registered address.

This bond is transferable by the registered owner or such owner's attorney duly authorized in writing at the office of the Paying Agent and Registrar upon surrender and cancellation of this bond, and thereupon a new bond or bonds of the same aggregate principal amount, interest rate and maturity will be issued to the transferee as provided in the ordinance authorizing said issue of bonds, subject to the limitations therein prescribed. The City, its Paying Agent and Registrar and any other person may treat the person in whose name this bond is registered as the absolute owner hereof for the purpose of receiving payment as provided herein and for all purposes and shall not be affected by any notice to the contrary, whether this bond be overdue or not.

AS PROVIDED IN THE ORDINANCE REFERRED TO HEREIN, UNTIL THE TERMINATION OF THE SYSTEM OF BOOK-ENTRY-ONLY TRANSFERS THROUGH THE DEPOSITORY TRUST COMPANY, NEW YORK, NEW YORK (TOGETHER WITH ANY SUCCESSOR SECURITIES DEPOSITORY APPOINTED PURSUANT TO THE ORDINANCE, "DTC"), AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THE ORDINANCE TO THE CONTRARY, A PORTION OF THE PRINCIPAL AMOUNT OF THIS BOND MAY BE PAID OR REDEEMED WITHOUT SURRENDER HEREOF TO THE PAYING AGENT AND REGISTRAR. DTC OR A NOMINEE, TRANSFEREE OR ASSIGNEE OF DTC OF THIS BOND MAY NOT RELY UPON THE PRINCIPAL AMOUNT INDICATED HEREON AS THE PRINCIPAL AMOUNT HEREOF OUTSTANDING AND UNPAID. THE PRINCIPAL AMOUNT HEREOF OUTSTANDING AND UNPAID SHALL FOR ALL PURPOSES BE THE AMOUNT DETERMINED IN THE MANNER PROVIDED IN THE ORDINANCE.

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED OFFICER OF DTC (A) TO THE PAYING AGENT AND REGISTRAR FOR REGISTRATION OF TRANSFER OR EXCHANGE OR (B) TO THE PAYING AGENT AND REGISTRAR FOR PAYMENT OF PRINCIPAL, AND ANY BOND ISSUED IN REPLACEMENT HEREOF OR SUBSTITUTION HEREOF IS REGISTERED IN THE NAME OF DTC AND ANY PAYMENT IS MADE TO DTC OR ITS NOMINEE, ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR

OTHERWISE BY OR TO ANY PERSONS IS WRONGFUL BECAUSE ONLY THE REGISTERED OWNER HEREOF, DTC OR ITS NOMINEE, HAS AN INTEREST HEREIN.

If the date for payment of the principal of or interest on this bond shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the city where the principal corporate trust office of the Paying Agent and Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday, or a day on which such banking institutions are authorized to close, and payment on such day shall have the same force and effect as if made on the nominal date of payment.

The revenue and earnings of the electric plant and distribution system, water plant and distribution system, sewer plant and system and gas works and distribution system owned by the City, and all improvements and additions thereto hereafter acquired (collectively the "Combined Utilities") have been pledged and hypothecated for the payment of this bond and the other bonds of this issue, for the payment of the City's Outstanding Parity Bonds (as described in the Ordinance) and for the payment of any additional bonds of equal priority issued in accordance with the Ordinance. The bonds of this issue are a lien only upon said revenue and earnings and are not general obligations of the City.

The Ordinance sets forth the covenants and obligations of the City with respect to the Combined Utilities and the application of the revenues to be derived therefrom, which revenues are by the terms of said Ordinance to be deposited into the "Fremont Combined Utilities Fund" and disbursed to pay the costs of operation and maintenance, make payments of principal and interest on the bonds of this issue and make other payments as specified in the Ordinance. The Ordinance designates the terms and conditions on which additional bonds of equal lien to the bonds of this issue may be issued, and the terms and conditions upon which the City may combine an additional utility or utilities with the Combined Utilities in connection with the issuance of such additional bonds. The Ordinance also designates the terms and conditions on which this bond shall cease to be entitled to any lien, benefit or security under such Ordinance and all covenants, agreements and obligations of the City under such Ordinance may be discharged and satisfied at or prior to the maturity or redemption of this bond, if monies or certain specified securities shall have been deposited with the Paying Agent and Registrar or a designated trustee. The City also reserves the right to issue bonds junior in lien to the bonds of this issue the principal and interest of which shall be payable from monies in the "Surplus Account" of the Fremont Combined Utilities Fund as described in the Ordinance.

This bond shall not be valid and binding on the City until authenticated by the Paying Agent and Registrar.

IT IS HEREBY CERTIFIED AND WARRANTED that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this bond do exist, did happen and were done in regular and due form and time as provided by law.

IN WITNESS WHEREOF, the Mayor and Council of the City of Fremont, Nebraska, have caused this bond to be executed on behalf of the City by being signed by the Mayor and Clerk of the

City, both of which signatures may be facsimile signatures, and by causing the official seal of the City to be affixed hereto, all as of the date of original issue shown above.

CITY OF FREMONT, NEBRASKA

By _____ (Do not sign)
Mayor

ATTEST:

(Do not sign)
City Clerk
(S E A L)

CERTIFICATE OF AUTHENTICATION

This bond is one of the bonds authorized by an Ordinance passed and approved by the Mayor and Council of the City of Fremont as described in said bond.

First National Bank of Omaha,
Fremont, Nebraska, Paying
Agent and Registrar

By _____ (Do not sign)
Authorized Officer

(FORM OF ASSIGNMENT)

For value received _____ hereby sells, assigns and transfers unto _____ the within bond and hereby irrevocably constitutes and appoints _____ Attorney, to transfer the same on the books of registration in the office of the within mentioned Paying Agent and Registrar with full power of substitution in the premises.

Date: _____

SIGNATURE GUARANTEED

Registered Owner

By _____

Authorized Officer

Note: The signature(s) of this assignment MUST CORRESPOND with the name as written on the face of the within bond in every particular without alteration, enlargement or any change whatsoever, and must be guaranteed by a commercial bank or a trust company or by a firm having membership on the New York, Midwest or other stock exchange.

Section 10. After registration, the Paying Agent and Registrar shall deliver the Series 2016 Bonds to the City Treasurer who shall then deliver the Series 2016 Bonds to Ameritas Investment Corp., as initial purchaser thereof in accordance with Section 19 hereof.

Section 11. The revenues and earnings of the Combined Utilities are hereby pledged and hypothecated, equally and ratably, for the payment of the Outstanding Parity Bonds, the Series 2016 Bonds and any Additional Bonds and interest on such Outstanding Parity Bonds, Series 2016 Bonds and any Additional Bonds. The pledge of the revenues and earnings of the Combined Utilities provided for in this ordinance for the Outstanding Parity Bonds and the Series 2016 Bonds, subject to the right of the City to issue Additional Bonds as provided in this Ordinance, is intended as a first and prior pledge of, lien on and security interest in such revenues and earnings for the payment of principal of and interest on the Outstanding Parity Bonds and the Series 2016 Bonds, superior to any pledge or promise made with respect to any other indebtedness of the City as to its Combined Utilities, and is intended to be a full exercise of the powers of the City provided for in Sections 18-1803 to 18-1805 with respect to its Combined Utilities. The City hereby agrees with the holders of said Outstanding Parity Bonds, Series 2016 Bonds and Additional Bonds as follows:

(a) FREMONT COMBINED UTILITIES FUND - The entire gross revenues and income derived from the operation of the Combined Utilities shall be set aside as collected and deposited in a separate fund which has been previously created by Ordinance No. 3748 (and affirmed in the Outstanding Parity Ordinances and as hereby affirmed) and which is herein designated and referred to as the "Fremont Combined Utilities Fund." For purposes of allocating the monies in the Fremont Combined Utilities Fund, the City shall set up and maintain the following accounts: (1) Operation and Maintenance Account; (2) Bond Payment Account; (3) Debt Service Reserve Account; and (4) Surplus Account.

(b) OPERATION AND MAINTENANCE ACCOUNT - Out of the Fremont Combined Utilities Fund, there shall be monthly credited into the Operation and Maintenance Account such amounts as the City shall from time to time determine to be necessary to pay the reasonable and necessary expenses of operating and maintaining the Combined Utilities and the City may withdraw funds credited to the Operation and Maintenance Account as necessary from time to time to pay such expenses. Expenses of operation and maintenance shall not include payment on any indebtedness.

(c) BOND PAYMENT ACCOUNT - Out of the Fremont Combined Utilities Fund, there shall be credited monthly on or before the tenth (10th) day of each month to the Bond Payment Account, the following amounts:

(1) Commencing on the tenth (10th) day of the month following the month in which the Series 2016 Bonds are issued (the "Initial Deposit Date"), and continuing on the corresponding day of each month thereafter an amount which, when combined with additional equal monthly amounts to be deposited pursuant to this subparagraph

prior to the next falling Interest Payment Date, will be sufficient to provide funds to pay the installment of interest due with respect to the Series 2016 Bonds on such Interest Payment Date; and

(2) Commencing on the Initial Deposit Date, and continuing on the corresponding day of each month thereafter an amount which, when combined with additional equal monthly amounts to be deposited pursuant to this subparagraph prior to the next principal maturity date (or mandatory sinking fund redemption date, if applicable) with respect to the Series 2016 Bonds will be sufficient to provide funds to pay such maturing principal amount (or make such mandatory sinking fund redemption payment, if applicable) on such date.

The City Treasurer is hereby authorized and directed, without further authorization, to withdraw monies credited to the Bond Payment Account, or if the monies in such Account are insufficient, then from the Debt Service Reserve Account (to the extent that there are funds available with respect to any specific issue) and next from the Surplus Account, an amount sufficient to pay, when due, the principal of and interest on the Outstanding Parity Bonds and the Series 2016 Bonds or any Additional Bonds and to transfer such amount to the Paying Agent and Registrar for each series of bonds on or before each principal payment date and interest payment date. Upon the issuance of any Additional Bonds pursuant to this Ordinance, appropriate additional credits to the Bond Payment Account shall be provided for sufficient to pay principal and interest on said Additional Bonds.

(d) DEBT SERVICE RESERVE ACCOUNT - Within the Debt Service Reserve Account there has been and shall be established separate sub-accounts for each series of the Outstanding Parity Bonds and each series of Additional Bonds, as shall be deemed appropriate by the Mayor and Council in connection with each such issue. A subaccount for each of the Outstanding Parity Bonds shall be continued in accordance with the terms of each of such Outstanding Parity Ordinance. For the Series 2016 Bonds, there is hereby ordered established the Series 2016 Debt Service Reserve Sub-account into which there shall be deposited from funds of the City on hand or from funds in the 2011 Debt Service Reserve Sub-account held for the Refunded Bonds the sum of \$231,000 which shall be maintained as the required balance so long as any of the Series 2016 Bonds remain outstanding. Monies credited to the Series 2016 Debt Service Reserve Sub-account may be withdrawn, as needed, to provide funds to pay when due the principal of and interest on the Series 2016 Bonds, if the Bond Payment Account contains insufficient funds for such purpose, and the City Treasurer is hereby authorized and directed to make such withdrawal if and when needed. The Series 2016 Debt Service Reserve Sub-account has been established with respect to and shall be maintained for the security of the Series 2016 Bonds only. In the event of any withdrawal from the Series 2016 Debt Service Reserve Sub-account, but subject to allocation among other sub-accounts in

the Debt Service Reserve Account as described below, there shall be credited to the Series 2016 Debt Service Reserve Sub-account in the month following such withdrawal all monies in the Fremont Combined Utilities Fund remaining after making the payments required to be made in such month to the Operation and Maintenance Account and the Bond Payment Account and each month thereafter all such remaining monies shall be credited to the Series 2016 Debt Service Reserve Sub-account until such sub-account has been restored to the required balance. In issuing any series of Additional Bonds, a separate sub-account in the Debt Service Reserve Account may be established for such series of Additional Bonds but is not required under the terms of this Ordinance. The amount (if any) to be maintained in any such sub-account shall be set at the discretion of the Mayor and City Council, and may be zero dollars (\$0.00), but in no event shall the required balance for any such additional sub-account established for any series of Additional Bonds within the Debt Service Reserve Account exceed an amount equal to 1.20 times the Average Annual Debt Service Requirements for the issue of Additional Bonds for which such reserve sub-account is established. The balance in any such additional sub-account may be funded from monies on hand or from periodic deposits from revenues in the Fremont Combined Utilities Fund or from the proceeds of such Additional Bonds. Each sub-account in the Debt Service Reserve Account shall be of equal standing with each other sub-account in the Debt Service Reserve Account and available monies from the Fremont Combined Utilities Fund required to be credited to each such sub-account at any time shall be allocated on a pro rata basis between sub-accounts then requiring credits in accordance with the respective unpaid principal amounts then outstanding for each such issue for which there is a sub-account requiring credits. Each sub-account in the Debt Service Reserve Account shall constitute a separate fund held in trust by the City Treasurer for the separate benefit of the issue of bonds for which it is established. Anything in this Subsection 11(d) to the contrary notwithstanding, the amount required to be maintained in the Debt Service Reserve Account or any sub-account therein shall not at any time exceed the maximum amount permitted to be invested without yield restriction under Section 148 of the Internal Revenue Code of 1986, as amended, or any successor provision or related statutory limitation and applicable regulations of the United States Treasury Department.

(e) SURPLUS ACCOUNT - Monies in the Fremont Combined Utilities Fund remaining after the credits required in the foregoing Subsections 11(b), 11(c) and 11(d) shall be credited to the Surplus Account. Monies in the Surplus Account may be used to make up the deficiencies in the preceding Accounts, to retire any of the Outstanding Parity Bonds, the Series 2016 Bonds or any Additional Bonds prior to their maturity, to pay principal of and interest on any junior lien indebtedness incurred with respect to the Combined Utilities, to provide for improvements or replacements for the Combined Utilities or to provide for any other lawful purpose of the City as directed by the Mayor and City Council. Monies credited to the Surplus Account may periodically be transferred to such other funds or accounts of the City as the Mayor and Council may direct from time to time so long as there are no

deficiencies in the credits required to be made to any of the Accounts or sub-accounts described in Subsections 11(b), 11(c) or 11(d).

The provisions of this Section 11 shall require the City to maintain a set of books and records in accordance with such accounting methods and procedures as are generally applicable to municipal utility enterprises, which books and records shall show credits to and expenditures from the several Accounts and sub-accounts required by this Section. Monies credited to the Fremont Combined Utilities Fund or any of the Accounts therein as established by this Ordinance shall be deposited or invested separate and apart from other City funds. Except as specified below for the Debt Service Reserve Account, the City shall not be required to establish separate bank or investment accounts for the Accounts and sub-accounts described in Subsection 11(b), 11(c), 11(d) and 11(e). Monies credited to the Debt Service Reserve Account or any sub-account therein shall, if maintained in a demand or time deposit account, be kept in a separate account and not commingled with other Combined Utilities funds or Accounts. If invested, monies credited to the Debt Service Reserve Account may be commingled with other Combined Utilities funds or Accounts so long as the City maintains books and records clearly identifying the specific investments, or portions thereof, which belong to the Debt Service Reserve Account or any sub-account therein.

Monies in any of said Accounts except the Debt Service Reserve Account may be invested in Permitted Investments which are eligible for investment of other City funds. Monies in the Debt Service Reserve Account may be invested in Permitted Investments consisting of Deposit Securities, in obligations of any agency of the United States government, or in savings accounts or other interest bearing accounts in banks which are members of the Federal Deposit Insurance Corporation, except that whenever the amount so deposited exceeds the amount of the F.D.I.C. insurance available thereon, the excess shall be secured in the manner required by Section 16-715 R.R.S. Nebraska 2012. Investments made from or attributable, in whole or in part, to the Debt Service Reserve Account including any sub-account therein shall mature or be redeemable at the option of the holder, without penalty, in not more than ten years. Income from or profit realized from investment for any Account or sub-account shall be credited to such Account or sub-account until such Account or sub-account contains any amount then required to be therein, and thereafter such income or profit shall be transferred to the Fremont Combined Utilities Fund and treated as other revenues from the operation of the Combined Utilities.

Section 12. So long as any of the Series 2016 Bonds and any Additional Bonds issued pursuant to this Ordinance shall remain outstanding and unpaid, the City covenants and agrees to establish, revise, from time to time as necessary, and collect such rates, charges and rentals for the service furnished from the Combined Utilities adequate to produce revenues and earnings sufficient at all times:

(a) To provide funds to pay, when due, the principal of and interest on the Outstanding Parity Bonds, the Series 2016 Bonds and any Additional Bonds issued pursuant to this Ordinance.

(b) To pay all proper and necessary costs of operation and maintenance of the Combined Utilities and to pay for the necessary and proper repairs, replacements, enlargements, extensions and improvements to the Combined Utilities.

(c) To provide funds sufficient to make the credits into the Accounts and sub-accounts and at the times and in the amounts required by the Ordinance and the Outstanding Parity Ordinances.

(d) To maintain Net Revenues in each fiscal year adopted by the City for the Combined Utilities in an amount not less than 1.20 times the total amount of principal paid or payable (exclusive of any principal redeemed prior to maturity other than principal redeemed pursuant to a schedule of mandatory redemptions) and interest falling due during such fiscal year on the Outstanding Parity Bonds, the Series 2016 Bonds and any Additional Bonds.

Section 13. To provide funds for any purpose related to the Combined Utilities, the City may issue Additional Bonds (other than Additional Bonds issued for refunding purposes which are governed by Section 14 of this Ordinance) payable from the revenues of the Combined Utilities having equal priority and on a parity with the Outstanding Parity Bonds, the Series 2016 Bonds and any Additional Bonds then outstanding, only upon compliance with the following conditions:

(a) Such Additional Bonds shall be issued only pursuant to an ordinance which shall provide for an increase in the monthly credits into the Bond Payment Account in amounts sufficient to pay, when due, the principal of and interest on the Outstanding Parity Bonds, the Series 2016 Bonds and any Additional Bonds then outstanding and the proposed Additional Bonds.

(b) The City shall have complied with one or the other of the two following requirements:

(1) The Net Revenues derived by the City from its Combined Utilities for the fiscal year next preceding the issuance of the Additional Bonds shall have been at least equal to 1.25 times the Average Annual Debt Service Requirements of the Outstanding Parity Bonds, the Series 2016 Bonds and any Additional Bonds, all as then outstanding, and of the proposed Additional Bonds; or, if a report from a certified public accountant for the fiscal year next preceding the year in which the proposed Additional Bonds are to be issued is not yet available, then the most recent report available may be accepted so long as the City Treasurer or Superintendent of Utilities or City Administrator certifies that there are no known changes in results of operations for the then most recently completed fiscal year which would materially reduce the Net Revenues of the Combined Utilities below the level required to provide such coverage of 1.25 times; or

(2) The City shall have received a projection made by a consulting engineer or firm of consulting engineers, recognized as having experience and expertise in municipal utility systems, projecting that the Net Revenues of the Combined Utilities in each of the three (3) full fiscal years after the issuance of such Additional Bonds will be at least equal to 1.25 times the Average Annual Debt Service Requirements of the Outstanding Parity Bonds, the Series 2016 Bonds and any Additional Bonds, all as then outstanding, and of the proposed Additional Bonds. In making such projection, the consulting engineer shall use as a basis the Net Revenues of the Combined Utilities during the last fiscal year for which an independent audit has been prepared and shall adjust such Net Revenues as follows: (A) to reflect changes in rates which have gone into effect since the beginning of the fiscal year for which the audit was made, (B) to reflect such engineer's estimate of the net increase over or net decrease under the Net Revenues of the Combined Utilities for the fiscal year for which the audit was made by reason of: (i) changes of amounts payable under existing contracts for services; (ii) additional general income from sales to customers under existing rate schedules for various classes of customers or as such schedules may be revised under a program of changes which has been adopted by the Mayor and Council of the City; (iii) projected revisions in costs for labor, wages, salaries, machinery, equipment, supplies, purchased power or gas and other operational items; (iv) revisions in the amount of service to be supplied and any related administrative or other costs associated with such increases due to increased supply from the acquisition of any new facility; and (v) such other factors affecting the projections of revenues and expenses as the consulting engineer deems reasonable and proper. Annual debt service on any proposed Additional Bonds to be issued may be estimated by the consulting engineer in projecting Average Annual Debt Service Requirements, but no Additional Bonds shall be issued requiring any annual debt service payment in excess of the amount so estimated by the consulting engineer.

If the City shall find it desirable it shall also have the right when issuing Additional Bonds to combine with its Combined Utilities any other utilities of the City authorized to be combined under Section 18-1803 through 18-1805 R.R.S. Nebraska 2012, and to cause all of the revenues of such combined utilities systems to be paid into the Fremont Combined Utilities Fund, and to provide that all of the Outstanding Parity Bonds, the Series 2016 Bonds and any Additional Bonds previously issued, all as then outstanding, and the proposed issue of Additional Bonds shall be payable from the revenues of such combined utilities and shall stand on a parity and in equality as to security and payment, provided, however, no utility shall be combined with the Combined Utilities as contemplated in this paragraph unless the City is current with all the payments required to be made

into the accounts described in Section 11 and the Net Revenues of such combined utilities systems shall satisfy one or the other of the requirements for Additional Bonds provided in subsection (b) in the paragraph immediately above. For purposes of meeting such requirements, the definition of Net Revenues shall be altered to include the gross revenues of the additional utility or utilities and take into consideration the ordinary expenses of operating and maintaining the additional utility or utilities and for such purposes any engineer furnishing projections may take into consideration the factors described in (B)(i), (ii), (iii), (iv) and (v) of (b)(2) above with respect to such additional utility or utilities. Net Revenues of the additional utility or utilities shall be based upon the report or reports of independent certified public accountants in the same manner as is required under (b)(1) or (b)(2) above. In the event of any such combining of any other utility or utilities with the Combined Utilities, the term "Combined Utilities" as used in this Ordinance shall be automatically deemed to include the Electric System, the Water System, the Sewer System, the Gas System and the other utility or utilities combined with them for such purpose of issuing Additional Bonds.

The City hereby covenants and agrees that so long as any of the Outstanding Parity Bonds, the Series 2016 Bonds and any Additional Bonds are outstanding, it will not issue any bonds or notes or incur any other indebtedness payable from the revenues of the Combined Utilities except in accordance with the provisions of this Ordinance, provided, however, the City reserves the right to issue bonds or notes which are junior in lien to the Outstanding Parity Bonds, the Series 2016 Bonds and any such Additional Bonds with the principal and interest of such bonds or notes to be payable from monies credited to the Surplus Account as provided in Subsection 11(e).

Section 14. The City may issue refunding bonds, which shall qualify as Additional Bonds of equal lien to refund any of the Outstanding Parity Bonds, the Series 2016 Bonds or Additional Bonds then outstanding, provided, that, if any such Outstanding Parity Bonds, Series 2016 Bonds or Additional Bonds are to remain outstanding after the issuance of such refunding bonds, the principal payments due in any calendar year in which those bonds which are to remain outstanding mature, shall not be increased over the amount of such principal payments which would have been due in such calendar years immediately prior to such refunding. Refunding bonds issued in accordance with this paragraph of this Section 14 may be issued as Additional Bonds of equal lien without compliance with the conditions set forth in Subsection 13(b) of this Ordinance.

The City may also issue refunding bonds which shall qualify as Additional Bonds of equal lien to refund any Outstanding Parity Bonds, Series 2016 Bonds or Additional Bonds then outstanding, provided, that, if any Outstanding Parity Bonds, Series 2016 Bonds or Additional Bonds then outstanding are to remain outstanding after the application of the proceeds of the refunding bonds to the payment of the bonds which are to be refunded, such issuance must comply with the Net Revenues test set forth in Subsection 13(b)(1) of this Ordinance and, if the proceeds of such refunding bonds are not to be applied immediately to the satisfaction of the bonds which are to be refunded, then such refunding bonds must provide by their terms that they shall be junior in lien to all Outstanding Parity Bonds, Series 2016 Bonds and any Additional Bonds outstanding at the time of issuance of such refunding bonds until the time of application of their proceeds to the satisfaction of the bonds which are to be refunded. In computing Average Annual Debt Service Requirements to show compliance with said Net Revenues test for such refunding bonds, all payments of principal and interest due on such refunding bonds from the time of their issuance to the time of application of

the proceeds of such refunding bonds to the satisfaction of the bonds which are to be refunded shall be excluded from such computation to the extent that such principal and interest are payable from sources other than the revenues of the Combined Utilities, such as bond proceeds and investment earnings on bond proceeds while held in escrow, or from monies in the Surplus Account and all payments of principal and interest due on the bonds which are to be refunded from and after the time of such application shall also be excluded. For purposes of this paragraph of this Section 14, the time of application of the proceeds of the refunding bonds to the satisfaction of the bonds which are to be refunded shall be the time of deposit with the Paying Agent and Registrar for such bonds which are to be refunded pursuant to Section 10-126 R.R.S. Nebraska 2012 (or any successor statutory provision thereto) or the time when such bonds which are to be refunded under the terms of their authorizing ordinance or ordinances are no longer deemed to be outstanding, whichever occurs sooner.

Section 15. So long as any Series 2016 Bonds or Additional Bonds are outstanding, the City hereby covenants and agrees as follows:

(a) The City will continue to own and maintain the Combined Utilities in good condition and will continuously operate the same in a reasonable and efficient manner, and the City will punctually perform all the duties with reference to said utilities required by the Constitution and statutes of the State of Nebraska, but this covenant shall not prevent the City from discontinuing the use and operation of all or any portion of the Combined Utilities as long as the revenues derived from the City's ownership of the properties constituting the Combined Utilities shall be sufficient to fulfill the City's obligations under Sections 11 and 12 of this Ordinance and Sections 11 and 12 of the other Outstanding Parity Ordinances or to dispose of property no longer deemed necessary or useable in connection with the operation of the Combined Utilities as determined by the Mayor and Council.

(b) The City will not grant any franchise or right to any person, firm or corporation to own or operate any utility system or systems in competition with the Combined Utilities.

(c) The City will maintain insurance on the property constituting the Combined Utilities (other than such portions of said Combined Utilities as are not customarily insured) against risks customarily carried by similar utilities, but including fire and extended coverage insurance in an amount which would enable the City to repair, restore or replace the property damaged to the extent necessary to make the Combined Utilities operable in an efficient and proper manner to carry out the City's obligations under this Ordinance. The Mayor and Council shall annually, within six (6) months after the end of each fiscal year adopted by the City for the Combined Utilities, examine the amount of insurance carried with respect to the Combined Utilities and shall evidence approval of such insurance by resolution. The proceeds of any such insurance received by the City shall be used to repair, replace or restore the property damaged or destroyed to the extent necessary to make the Combined Utilities operable in an efficient and proper manner, and any amount of

insurance proceeds not so used shall be credited to the Surplus Account. In the event of any such insured casualty loss, the City may advance funds to make temporary repairs or provide for an advance on costs of the permanent repair, restoration or replacement from the Operation and Maintenance Account and any such advances shall be repaid from insurance proceeds received.

(d) The City will keep proper books, records and accounts separate from all other records and accounts in which complete and correct entries will be made of all transactions relating to the Combined Utilities. The City will have its operating and financial statements relating to the Combined Utilities audited annually by a certified public accountant or firm of certified public accountants. So long as the Outstanding Parity Bonds are outstanding, the City will furnish to the original purchasers of the Series 2016 Bonds and to the original purchaser or purchasers of each series of Additional Bonds issued hereunder, within four (4) months after the end of each fiscal year of the Combined Utilities, a copy of the financial statements of the Combined Utilities and the report thereon of the certified public accountants. Once the Outstanding Parity Bonds are no longer outstanding the City will furnish to the original purchasers of any Additional Bonds, within nine (9) months after the end of each fiscal year of the Combined Utilities, a copy of the financial statements of the Combined Utilities and the report thereon of the certified public accountants.

(e) The City shall cause each person handling any of the monies in the Fremont Combined Utilities Fund to be bonded by an insurance company licensed to do business in Nebraska in an amount or amounts deemed sufficient by the Mayor and Council to cover the amount of money belonging to the Combined Utilities reasonably expected to be in the possession or control of any such person. The amount of such bond or bonds shall be fixed by the Mayor and Council and the costs thereof shall be paid as an operating and maintenance expense from the Operation and Maintenance Account.

Section 16. The City's obligations under this Ordinance and the liens, pledges, covenants and agreements of the City herein made or provided for, shall be fully discharged and satisfied as to the Series 2016 Bonds or any Additional Bonds issued pursuant to this Ordinance and any such bonds shall no longer be deemed outstanding hereunder if such bonds shall be been purchased and canceled by the City, or when payment of the principal of and interest thereon to the respective date of maturity or redemption (a) shall have been made or caused to be made in accordance with the terms thereof; or (b) shall have been provided for by depositing with the Paying Agent and Registrar therefor, or with a national or state bank having trust powers or trust company, in trust solely for such payment (1) sufficient money to make such payment and/or (2) Deposit Securities in such amount and bearing interest at such rates and payable at such time or times and maturing or redeemable at stated fixed prices at the option of the holder as to principal at such time or times as will ensure the availability of sufficient money to make such payment; provided, however, that with respect to any bond to be paid prior to maturity, the City shall have duly given notice of redemption of such bond as required by this Ordinance or given irrevocable instructions for the giving of such notice. Any such money so deposited with such Paying Agent and Registrar or bank or trust

company in excess of the amount required to pay principal of and interest on the bonds for which such monies were deposited, shall be paid over to the City as and when collected. For purposes of this Section 16, any Deposit Securities shall be non-callable or callable only at the option of the holder.

Section 17. The terms and provisions of this Ordinance do and shall constitute a contract between the City and the holder or holders of the Series 2016 Bonds and no changes, variations or alterations of any kind, except for changes necessary to cure any ambiguity, formal defect or omission, shall be made to this Ordinance without the written consent of the holders of two-thirds (2/3rds) in principal amount of the Series 2016 Bonds then outstanding, provided, however, that neither the principal and interest to be paid upon any bond or the maturity date of any bond shall be changed without the written consent of all holders of the Series 2016 Bonds then outstanding affected thereby. The holder of any Series 2016 Bond or Bonds may, either in law or in equity, by suit, action, mandamus or other proceeding, enforce or compel performance of any and all of the acts and duties required by this Ordinance, and any court of competent jurisdiction may, after any default in payment of bonds or in compliance with any of the covenants herein contained and on application of any such holder, appoint a receiver to take charge of the Combined Utilities and operate the same and apply the earnings thereof to the payment of the principal of and interest on the outstanding bonds issued pursuant to this Ordinance and the Outstanding Parity Bonds in accordance with the provisions of this Ordinance and the Outstanding Parity Ordinances.

Section 18. In accordance with the requirements of Rule 15c2-12, as amended (the "Rule") promulgated by the Securities and Exchange Commission, the City, being the only "obligated person" with respect to the Series 2016 Bonds, agrees that it will provide the following continuing disclosure information to the Municipal Securities Rulemaking Board (the "MSRB") in an electronic format as prescribed by the MSRB:

- (a) not later than seven (7) months after the end of each fiscal year of the City (the "Delivery Date"), financial information or operating data for the City generally consisting of the information set forth in the "Management's Discussion and Analysis" section of the City's annual financial statements ("Annual Financial Information");
- (b) when and if available, audited financial statements for the City, which audited financial information shall be prepared on the basis of generally accepted accounting principles; and
- (c) in a timely manner not in excess of ten (10) business days after the occurrence of the event, notice of the occurrence of any of the following events with respect to the Series 2016 Bonds:
 - (1) principal and interest payment delinquencies;
 - (2) non-payment related defaults, if material;
 - (3) unscheduled draws on debt service reserves reflecting financial difficulties;

- (4) unscheduled draws on credit enhancements reflecting financial difficulties;
 - (5) substitution of credit or liquidity providers, or their failure to perform;
 - (6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Series 2016 Bonds, or other material events affecting the tax status of the Series 2016 Bonds;
 - (7) modifications to rights of the holders of the Series 2016 Bonds, if material;
 - (8) bond calls, if material, and tender offers;
 - (9) defeasances;
 - (10) release, substitution, or sale of property securing repayment of the Series 2016 Bonds, if material;
 - (11) rating changes;
 - (12) bankruptcy, insolvency, receivership or similar events of the City (this event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the City in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City);
 - (13) the consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; or
 - (14) appointment of a successor or additional trustee or the change of name of a trustee, if material; and
- (d) in a timely manner, notice of any failure on the part of the City to provide Annual

Financial Information and the audited financial statements not later than the Delivery Date.

The City has not undertaken to provide notice of the occurrence of any other event, except the events listed above.

The City agrees that all documents provided to the MSRB under the terms of this continuing disclosure undertaking shall be provided for filing in such format and accompanied by such identifying information as shall be prescribed by the MSRB. The City reserves the right to modify from time to time the specific types of information provided or the format of the presentation of such information or the accounting methods in accordance with which such information is presented, to the extent necessary or appropriate in the judgment of the City, consistent with the Rule. The City agrees that such covenants are for the benefit of the registered owners of the Series 2016 Bonds (including Beneficial Owners) and that such covenants may be enforced by any registered owner or Beneficial Owner, provided that any such right to enforcement shall be limited to specific enforcement of such undertaking and any failure shall not constitute an event of default under the Ordinance. The continuing disclosure obligations of the City, as described above, shall cease when none of the Series 2016 Bonds remain outstanding.

Section 19. The Series 2016 Bonds are hereby sold to Ameritas Investment Corp. (the “Underwriter”) for \$_____, plus accrued interest, if any, on the stated principal amount of the bonds to date of payment and delivery. The City is authorized to pay costs of issuance, including the underwriter’s discount in the amount of \$_____, from cash on hand or from the proceeds of the Series 2016 Bonds. The City Treasurer is authorized to deliver the Series 2016 Bonds to said purchaser upon receipt of such purchase price plus accrued interest to date of payment. Said bonds are sold to the purchaser subject to the opinion of independent bond counsel that said bonds are lawfully issued; that said bonds constitute a valid obligation of the City; and that under existing laws and regulations the interest on said bonds is exempt from both Nebraska state and federal income taxes. The City Council hereby authorizes the Mayor and Clerk or either of them to approve, execute and deliver on behalf of the City a final Official Statement relating to and describing the Series 2016 Bonds. The officers of the City are further authorized to take any and all actions deemed necessary by them in connection with they carrying out and performance of the terms of this ordinance. The bond purchase agreement for the Series 2016 Bonds between the City and the Underwriter is hereby approved in the form presented but with any changes deemed necessary and appropriate by the Mayor or Clerk and its execution and delivery by the Mayor or Clerk is hereby authorized. The net principal proceeds of the Series 2016 Bonds shall be applied to the payment of the Refunded Bonds as set forth in Section 1.

Section 20. The Mayor and City Clerk of the City are each hereby authorized to do all things and execute all such documents as may by them be deemed necessary and proper to complete the issuance and sale of the Series 2016 Bonds as contemplated by this ordinance.

Section 21. The City hereby covenants to the purchasers and holders of the Series 2016 Bonds that it will make no use of the proceeds of said bond issue, including monies held in any sinking fund for the payment of said bonds, which would cause said bonds to be arbitrage bonds within the meaning of Sections 103(b) and 148 of the Internal Revenue Code of 1986, as amended (the “Code”) and further covenants to comply with said Sections 103 and 148 and all applicable regulations thereunder throughout the term of

said bond issue. The City hereby covenants and agrees to take all actions necessary under the Code to maintain the tax-exempt status of interest payable on the Series 2016 Bonds with respect to taxpayers generally but not including insurance companies or corporations subject to the additional alternative minimum tax. The City further agrees that it will not take any actions which would cause the 2016 Bonds to constitute “private activity bonds” within the meaning of Section 141 of the Code. As and to the extent not determined to be “deemed designated” under Section 265(b)(3)(D) of the Code, the City hereby designates the Series 2016 Bonds as its “qualified tax-exempt obligations” under Section 265 (b)(3)(B)(i)(III) of the Internal Revenue Code of 1986, as amended, and covenants and warrants that it does not reasonably anticipate issuance of tax-exempt bonds or other tax-exempt obligations aggregating in principal amount more than \$10,000,000 during calendar year 2016, taking into consideration statutory exceptions relating to refunding issues. The City agrees to take all further actions, if any, necessary to qualify the Series 2016 Bonds herein authorized as such “qualified tax-exempt obligations,” as and to the extent permitted by law.

Section 22. In order to promote compliance with certain federal tax and securities laws relating to the Series 2016 Bonds herein authorized (as well as other outstanding bonds) the City has previously adopted “Post-Issuance Compliance Policy and Procedures”, and such policies are hereby ratified and affirmed.

Section 23. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

Section 24. This Ordinance shall be in force and take effect from and after its passage and approval according to law. This Ordinance shall be published in pamphlet form.

PASSED AND APPROVED this 26th day of July, 2016.

By _____
Mayor

ATTEST:

City Clerk

(SEAL)

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Justin Zetterman, City Engineer

DATE: May 16, 2016

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

Recommendation – Second Reading

Updated Information: *On May 17, 2016, City Staff met with local developers, contractors, engineers, surveyors, the Mayor and members of the City Council to discuss this ordinance change. The various options were discussed and the need for the change was reiterated due to the problems caused by standing water as well as the fact that we have a stagnant water ordinance that the standing water may violate. The meeting was ended with the decision to table the introduction of the ordinance until the June 14th meeting to provide time for both the development community and City Staff to develop cost estimates of the various options. City Staff has begun this process.*

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

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

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

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

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

*5/16/2016 - NOTE – The 2nd sentence of the ordinance in the first paragraph under SECTION V – H. LOT DRAINAGE has been changed to: **This shall be achieved by one or more of the following methods:** This addition was made to provide better clarity that options are available and that only one method listed is necessary if it meets the goal of draining the lots. As the ordinance has not been introduced and the first reading held, no amendment is necessary.*

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

SECTION V – H. LOT DRAINAGE

The subdivision shall be laid out, graded and/or storm sewer system constructed such that the entirety of all lots will drain to the street or directly into the public storm sewer system. This shall be achieved by one of the following described methods:

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

capable of infiltrating all stormwater within a 12-hour period. A design demonstrating that effective infiltration will be achieved shall be submitted with the development plans. The system shall further be designed so as to not interfere with the installation and maintenance of other utilities.

4. Other methods to drain the subdivision as approved by the City Engineer.

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

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

SECTION VIII. IMPROVEMENT PLANS is hereby amended as follows:

SECTION VIII - 5. STORM SEWER

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

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

ORDINANCE NO. _____

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

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

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

SECTION V – H. LOT DRAINAGE

The subdivision shall be laid out, graded and/or storm sewer system constructed such that the entirety of all lots will drain to the street or directly into the public storm sewer system. This shall be achieved by one or more of the following methods:

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

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

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

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

SECTION VIII - 5. STORM SEWER

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

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

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

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

PASSED AND APPROVED THIS _____ DAY OF _____

SCOTT GETZSCHMAN, MAYOR

ATTEST:

TYLER FICKEN
CITY CLERK