CITY OF FREMONT
NEBRASKA PATHFINDERS

COMMUNITY DEVELOPMENT AGENCY

August 30, 2016

City Council Chambers 400 East Military, Fremont NE

REGULAR MEETING – 7:00 P.M. AGENDA

1. Meeting called to order

2. Roll call

3. Resolution for Redevelopment Agreement - Yager Redevelopment Project (mixed use / retail) (staff report)

4. Resolution for consent to transfer 23rd and Yager Hotel project to Fremont Lodging Investments, LLC an affiliate of K2 Hospitality, LLC (staff report)

5. Adjournment

CITY COUNCIL MEETING

August 30, 2016

City Council Chambers 400 East Military, Fremont NE

STUDY SESSION – 6:45 P.M.

REGULAR MEETING – 7:00 P.M.

AGENDA

REGULAR MEETING:

1. Meeting called to order

2. Roll call

3. Mayor comments

(There will be no discussion from the Council or the public regarding comments made by the Mayor. Should anyone have questions regarding the comments, please contact the Mayor after the meeting)

PUBLIC HEARINGS AND RELATED ACTION:

4. Public Hearing and Ordinance approving request of Dodd Engineering and Surveying LLC, for zoning change of approximately 4.5 acres located at 1800 Deer Run from AG Agricultural to R-1 Single-Family Residential (staff report)

5. Public Hearing and Ordinance approving request of Dodd Engineering and Surveying LLC, for zoning change of approximately 3.0 acres located at 1915 N. Diers Parkway from AG Agricultural to R-2 Moderate-Density Residential (staff report)

6. Public Hearing and Resolution on Community Development Block Grant Comprehensive Development Phase I Planning Study Grant (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 August 9, 2016 minutes

8. Approval of August 10 through August 30, 2016 claims and authorize checks to be drawn on the proper accounts (staff report)

9. Approval of Cement/Asphalt/Excavation worker application as presented subject to fulfillment of all licensing requirements (Brad Meck, B&B Concrete Construction Inc.)(staff report)

10. Resolution for update of NDOR Fremont Urban Area Map (staff report)

11. Receive Year to Date Financial Reports for July 2016 (staff report)

12. Appointment of Peter Kafonek as Firefighter EMT (staff report)

13. Appointment of Nicholas Harvey as Police Officer (staff report)

14. Resolution for Class C Liquor License Renewals 2016-2017 (staff Report)

15. Resolution approving CDBG Downtown Revitalization Program award recommendations (staff report)

16. Resolution for Special Assessment nuisance lien Roadlands LTD for 150 S. Main (staff report)

17. Resolution for Special Assessment nuisance lien Lester Ladd ETUX 22nd & Irving (staff report)

18. Resolution for Bridge Inspection Services Agreement, Fremont 2016 Bi-annual Bridge Inspection Program (staff report)

19. Approve acknowledgement of the Tort Claim filed by Annette Gardner (staff report)

20. Approve acknowledgement of the Tort Claim filed by Fay Nelson (staff report)

21. Approve acknowledgement of the Tort Claim filed by Barb Sheppers (staff report)

22. Approve acknowledgement of the Tort Claim filed by Betty Modlin (staff report)

23. Approve acknowledgement of the Tort Claim filed by David Drickey (staff report)

24. Approve acknowledgement of the Tort Claim filed by Donna Cass (staff report)

25. Approve acknowledgement of the Tort Claim filed by Douglas Rohloff (staff report)

26. Approve acknowledgement of the Tort Claim filed by Heidi Neuhaus (staff report)

27. Approve acknowledgement of the Tort Claim filed by James and Betty Feldhaus (staff report)

28. Approve acknowledgement of the Tort Claim filed by Janie and Dean Baugh (staff report)

29. Approve acknowledgement of the Tort Claim filed by Jeff Bittinger (staff report)

30. Approve acknowledgement of the Tort Claim filed by Joan Marquis and Rick Orona (staff report)

31. Approve acknowledgement of the Tort Claim filed by Maxine Turner (staff report)

32. Approve acknowledgement of the Tort Claim filed by Ray and Myrna Meister (staff report)

33. Approve acknowledgement of the Tort Claim filed by Oscar Hernandez (staff report)

34. Approve acknowledgement of the Tort Claim filed by Richard Beran (staff report)

35. Approve acknowledgement of the Tort Claim filed by Ronald and Cindy Weakland (staff report)

36. Approve acknowledgement of the Tort Claim filed by Ronald Preissler (staff report)

37. Approve acknowledgement of the Tort Claim filed by Daniel Layman (staff report)

38. Approve acknowledgement of the Tort Claim filed by Linda Hultgren (staff report)

39. Approve acknowledgement of the Tort Claim filed by TJ and Jessica Marsh (staff report)

40. Approve acknowledgement of the Tort Claim filed by David and Jeanette Walter (staff report)

41. Approve acknowledgement of the Tort Claim filed by Jorge Marroquin (staff report)

42. Approve acknowledgement of the Tort Claim filed by James Anderson (staff report)

43. Resolution to approve a three-year centrifuge maintenance agreement with FL Smidth (staff report).

44. Resolution to approve a one-year extension of the pebble lime supply agreement with Mississippi Lime (staff report)

45. Resolution to approve an outside City limits water/wastewater connection for MBEE, LLC. at 1804 Old Highway 8 (staff report)

46. Resolution for Prime Time Family Reading Time Program Agreement (staff report)

REGULAR AGENDA: requires individual associated action

47. Resolution naming newly constructed street from Luther to Johnson Road Jack Sutton Drive (staff report)

48. Resolution to authorize traffic control signage, Jack Sutton Drive (staff report)

49. Ordinance to set speed limit on Jack Sutton Drive at 30 miles per hour (staff report)

50. Resolution for Redevelopment Agreement - Yager Redevelopment Project (mixed use / retail) (staff report)

51. Final reading 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)

52. Public Hearing and 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)

53. Resolution approving request of Dodd Engineering and Surveying LLC, for final plat of approximately

4.5 acres located at 1800 Deer Run to be known as Deer Pointe Fourth Addition (staff report)

54. Resolution approving request of Olsson Associates agent, on behalf of owner of approximately 83.9 acres located at 3400 N. Luther Rd., for replat to be known as Ritz Lake Replat 3 (staff report)

55. Final reading of Ordinance for revision of government salary 2016-2017 (staff report)

56. Final reading of Ordinance for Department of Utilities salary 2016-2017 (staff report)

57. Final reading of Ordinance to amend subdivision Ordinance related to providing for drainage of subdivision lots (staff report)

58. Adjournment

Agenda posted at the Municipal Building on August 26, 2016 and online at www.fremontne.gov. Agenda distributed to the Mayor and City Council on August 26, 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: August 24, 2016

SUBJECT: Redevelopment Agreement – Yager Retail Redevelopment Project (Mixed-Use/Retail)

Recommendation: move to approve the resolution.

Background: In July of 2014, the City of Fremont adopted a redevelopment plan for a blighted area located near the intersection of E 23rd Street and N Bell Street. Two years later, in April of this year, the Community Development Agency (CDA), and subsequently City Council, approved an amendment to that plan authorizing a two-phase project, to be known as the Yager Retail Redevelopment Project (Project), including 9,000 square feet of multi-tenant mixed-uses (i.e. Phase 1), and 9,000 square feet of restaurant (i.e. Phase 2). Earlier this month however, the CDA and City Council did authorize a minor modification to the Project plan identifying a change in the phase two project scope to now be identified as a 5,000 square foot retail building.

The redeveloper, Yager Retail, LLC, (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 representations, obligations of the CDA and public improvements, obligations of redeveloper, financing the project, and default & remedies. All terms and conditions of the Agreement have been reviewed and are amenable to City Staff and the Redeveloper.

Fiscal Impact: N/A

REDEVELOPMENT AGREEMENT

(YAGER RETAIL REDEVELOPMENT PROJECT – PHASE TWO)

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

RECITALS

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

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

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

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

E. On May 31, 2016, the CDA approved the Redevelopment Agreement, and the issuance of tax increment financing indebtedness, with respect to the first phase of the redevelopment project pursuant to Resolution No. 2016-004.

F. The second phase of the proposed redevelopment project, which is the subject of this Redevelopment Agreement and which shall be referred to herein as

the "Project", involves acquisition of the Project Site and the construction of a new approximately 5,000 square foot retail building and associated improvements.

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

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

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

ARTICLE I

DEFINITIONS AND INTERPRETATION

Section 1.01 Terms Defined in this Redevelopment Agreement.

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

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

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

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

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

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

F. "Minimum Project Valuation" means an amount equal to One Million One Hundred Thousand and No/100 Dollars ($1,100,000.00).

G. "Phase One" means the first phase of the Redeveloper's proposed redevelopment project. The Redevelopment Agreement for Phase One, and the issuance of tax increment financing indebtedness, was approved by the CDA pursuant to Resolution No. 2016-004 on May 31, 2016. A Memorandum of Redevelopment Agreement (Yager Retail Redevelopment Agreement – Phase One) was recorded with the Dodge County Register of Deeds as Document #201602787.

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

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

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

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

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

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

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

O. "Redevelopment Area" means the Redevelopment Area that is referred to as the 23rd and Bell Area and that is legally described in the Redevelopment Plan.

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

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

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

Section 1.02 Construction and Interpretation.

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

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

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

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

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

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

ARTICLE II

REPRESENTATIONS

Section 2.01 **Representations by the CDA.**

The CDA makes the following representations and findings:

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

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

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

Section 2.02 <u>Representations of Redeveloper.</u>

Redeveloper makes the following representations and findings:

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

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

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

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

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

ARTICLE III

OBLIGATIONS OF THE CDA AND PUBLIC IMPROVEMENTS

Section 3.01 **Capture of Tax Increment**.

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

Section 3.02 **Tax Increment**.

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

Section 3.03 **Issuance of TIF Indebtedness**.

No sooner than thirty (30) days following the approval and execution of this Agreement, the CDA shall incur or issue TIF Indebtedness (the "TIF Note") in the estimated amount of Two Hundred Fifty Three Thousand and No/100 Dollars ($253,000.00), as calculated on the attached and incorporated Exhibit "B", to be issued to the Redeveloper which shall entitle the holder of the TIF Note to receive the semi-annual incremental tax payments generated by the Project. The TIF Indebtedness, which shall be in the form of a TIF Promissory Note, attached as Exhibit "B-1", shall not be a general obligation of the CDA or City which shall issue such Note solely as a conduit. The proceeds of the TIF Note shall be in the form of a grant by the CDA to the Redeveloper.

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

Section 3.04 Use of TIF Indebtedness.

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

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

Section 3.05 Creation of Fund.

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

Section 3.06 Projected TIF Sources and Uses.

The TIF Indebtedness calculation formula set forth on Exhibit "B", reflects the generation of incremental taxes created by the Project anticipated to be in the amount of approximately Eighteen Thousand One Hundred and No/100 Dollars ($18,100.00) for the first year after the completion of construction. The TIF sources and eligible uses are attached on Exhibit "C" and incorporated by this reference. The Projected Uses of the TIF funds are eligible under the Act, and are estimates which shall be confirmed upon construction completion and be certified by the Redeveloper under Section 4.02 below.

ARTICLE IV

OBLIGATIONS OF REDEVELOPER

Section 4.01 Construction of Project; Insurance.

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

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

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

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

Section 4.02 Cost Certification.

Redeveloper shall submit to the CDA a certification of Eligible Project Costs, after expenditure of such project costs to verify the uses described on Exhibit "C". Redeveloper may, at its option, submit one or more partial Eligible Project Costs Certifications prior to expenditure of all Eligible Project Costs providing certification of receipt of billings for work in progress. All Eligible Project Costs Certifications shall be subject to review and approval by the CDA prior to the funding of such eligible costs. Determinations by the CDA whether costs included in the Eligible Project Costs Certification are properly included in Eligible Project Costs as defined in this Agreement shall be made in its sole discretion and shall be conclusive and binding on Redeveloper. Redeveloper shall be required to certify eligible costs up to the principal amount of the TIF Note of Two Hundred Fifty Three Thousand and No/100 Dollars ($253,000.00).

Section 4.03 No Discrimination.

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

Section 4.04 **Pay Real Estate Taxes.**

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

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

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

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

Section 4.05 <u>No Assignment or Conveyance.</u>

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

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

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

Section 4.06 Evidence of Financial Ability.

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

ARTICLE V

FINANCING REDEVELOPMENT PROJECT; ENCUMBRANCES

Section 5.01 Financing.

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

Section 5.02 **Encumbrances.**

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

ARTICLE VI

DEFAULT, REMEDIES; INDEMNIFICATION

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

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

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

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

In the event that:

(a) Redeveloper, or successor in interest, shall fail to commence and subsequently complete the construction of the Project on or before the Project Completion Date, or shall abandon construction work for any period of 120 days (not including any period covered pursuant to the terms of Section 6.04 below);

(b) Redeveloper, or successor in interest, shall fail to pay real estate taxes or assessments on the Project Site or any part thereof when due, and such taxes or assessments or payments in lieu of taxes shall not have been paid, or provisions satisfactory to the CDA made for such payment within thirty (30) days following written notice from the CDA (upon written request to the City, all such notices shall also be provided to Redeveloper's lender);

(c) Redeveloper does not maintain an assessed valuation equal to or greater than the Minimum Project Valuation for the Project Site for the term of this Agreement and fails to satisfy the obligations of Section 4.04(b) of this Agreement; or

(d) There is, in violation of Section 4.05 of this Redevelopment Agreement, transfer of the Project Site or any part thereof, and such failure or action by Redeveloper has not been cured within 30 days following written notice from the CDA (upon written request to the City, all such notices shall also be provided to Redeveloper's lender),

then Redeveloper shall be in default of this Redevelopment Agreement; and in the event that such failure to perform, breach or default is not cured in the period herein provided, the parties agree that the damages caused to the CDA would be difficult to determine with certainty and that a reasonable estimation of the amount of damages that could be incurred is the amount of the grant to Redeveloper pursuant to Sections 3.03 and 3.04, less any reductions in the principal amount of the TIF Note, plus interest accrued (the "Liquidated Damages Amount") which shall be paid by Redeveloper to the CDA within 30 days of demand by the CDA. To the extent that such failure results in the fact that the CDA is not able to capture the full amount of the anticipated Tax Increment contemplated hereunder, Redeveloper shall be obligated, on an annual basis, to remit the sum by which the anticipated Tax Increment exceeds the actual Tax Increment.

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

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

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

Section 6.04 <u>Limitation of Liability; Indemnification.</u>

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

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

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

ARTICLE VII

MISCELLANEOUS

Section 7.01 Memorandum.

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

Section 7.02 Governing Law.

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

Section 7.03 Binding Effect; Amendment.

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

Section 7.04 No Agency or Partnership.

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

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

[Signature and Notary Pages to Follow]

"CDA"

COMMUNITY DEVELOPMENT
AGENCY OF THE CITY OF
FREMONT, NEBRASKA

ATTEST:

By:_____ By: _____
Secretary Chairman

STATE OF NEBRASKA)
) ss.
COUNTY OF DODGE)

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

_____
Notary Public

"REDEVELOPER"

Yager Retail, LLC, a
Nebraska limited liability company

By: _____
Name: _____
Title: Manager

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 2016, by _____, Manager of Yager Retail, LLC, a Nebraska limited liability company, on behalf of the limited liability company.

_____
Notary Public

TABLE OF EXHIBITS:

Exhibit "A" – Description of Project
Exhibit "B" – TIF Indebtedness
Exhibit "B-1" – TIF Note
Exhibit "C" – Projected TIF Sources and Uses
Exhibit "D" – Certificate of Completion
Exhibit "E" – Memorandum of Redevelopment Agreement

EXHIBIT "A"

DESCRIPTION OF PROJECT

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

> Lot Three (3), Yager Place Subdivision Replat, as surveyed, platted and recorded in the City of Fremont, Dodge County, Nebraska,

shall consist of the following:

(a) **Private Improvements**. The private improvements to be constructed by the Redeveloper on the Project Site include a new approximately 5,000 square foot retail building and associated improvements.

(b) **Public Improvements**. Site acquisition, extension of public utilities, architectural and engineering fees, site preparation, landscaping and other eligible public expenditures under the Act as determined in the Redevelopment Agreement; paid for, in part, by the tax increment generated by the private improvements.

EXHIBIT "B"

TIF INDEBTEDNESS

1. **Principal Amount**. The principal amount of the TIF Indebtedness shall be the amount, together with interest accruing thereon, which can be amortized by the Maturity Date, solely from the Tax Increment Revenues based upon the current aggregate ad valorem tax rate applicable to the Project Site multiplied by an assumed valuation of $1,100,000.00 less the base valuation, subject to required debt service coverage, required reserve, and cost of issuance.

2. **Anticipated Tax Increment**: Approximately $18,100.00 annually.

3. **Payments**. Semi-annually with interest only until real estate taxes are fully collected for the tax year of the Effective Date in an amount sufficient to fully amortize the TIF Indebtedness on or before the Maturity Date.

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

5. **Notice to Divide Taxes**. The CDA shall file the "Notice to Divide Taxes" with the Dodge County Assessor prior to August 1, 2017.

EXHIBIT "B-1"

TIF NOTE
(See Attached)

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

Registered Registered

No. 1 $253,000.00

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

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

Maturity Date	Original Issuance Date
December 31, 2032	_____, 20___

Registered Holder	Principal Amount
Yager Retail, LLC	$253,000.00

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

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

This Note is designated The Community Development Agency of the City of Fremont, Nebraska Redevelopment Revenue Note (Yager Retail Redevelopment Project – Phase Two), Series 2016A, aggregating Two Hundred Fifty Three Thousand and 00/100 Dollars ($253,000.00) (the "Note") in principal amount which has been issued pursuant to the Section 12 of Article VIII of the Nebraska Constitution and Neb. Rev. Stat. §§ 18-2101 through 18-2154, as amended and supplemented (the "Act") and under and pursuant to a Resolution adopted by the Governing Body of the Issuer (the "Resolution"), to aid in the financing of a redevelopment project pursuant to the Act. This Note does not represent a debt or pledge of the faith or credit of the Issuer or grant to the Registered Holder of this Note any right to have the Issuer levy any taxes or appropriate any funds for the payment of the principal hereof nor is this Note a general obligation of the Issuer, or the individual officials, officers or agents thereof. This Note is payable solely and only out of the Tax Increment Revenues generated by the Project as identified in the Redevelopment Agreement by and between the Issuer and the Registered Holder hereof. All such revenue has been duly pledged for that purpose. If the Project does not generate sufficient Tax Increment Revenues or the Issuer does not receive sufficient Tax Increment Revenues to pay the Note in full, then the Issuer shall only pay the net amount received in Tax Increment Revenues from the Project as full payment of this Note.

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

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

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

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

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

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

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

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

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

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

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

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

THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF FREMONT, NEBRASKA

ATTEST:

_____ By: _____

Secretary Chairman

CERTIFICATE OF AUTHENTICATION

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

Fremont City Treasurer,
as Paying Agent and Registrar

By: _____

Authorized Signature

EXHIBIT "C"

PROJECTED TIF SOURCES AND USES

1. PROJECTED TIF SOURCES

Assumptions:	Dodge Co. Tax Levy (2015)	1.973072
	TIF period (years)	14

Property Value Assumptions:		Assessed Value	Estimated Taxes
	Pre-Project	$184,300	$3,600
	Completed Project	$1,100,000	$21,700
	Difference	$915,700	$18,100

TIF Calculations:	Annual TIF Amount	$18,100
	TIF Loan Amount	**$253,000**

2. PROJECTED TIF USES[1]

	Project Costs
A. Admin. Fee – 1%	$2,500
B. Cost of Issuance	$10,000
C. City Redevelopment Improvements – 5%	$12,700
D. Site Acquisition	$295,000
D. Site Preparation	$100,000
E. Utilities	$50,000
F. Architectural & Engineering Fees	$60,000
G. Legal Fees	$25,000
H. Parking Lot & Landscaping	$100,000
Total	$655,200*

*Eligible TIF Uses are projected to be approximately $655,200, but the TIF Revenue Projection is limited to $253,000 which is the sum generated by the projected incremental revenues based on the projected valuation of the redevelopment project. For purposes of the Cost Certification required by Section 4.02, Redeveloper shall be required to certify costs up to the amount of the TIF Note of $253,000.

[1] All costs are estimates and are subject to final confirmation and adjustment upon construction completion.

EXHIBIT "D"

CERTIFICATE OF COMPLETION

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

> Lot Three (3), Yager Place Subdivision Replat, as surveyed, platted and recorded in the City of Fremont, Dodge County, Nebraska,

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

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

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

"CDA"

COMMUNITY DEVELOPMENT
AGENCY OF THE CITY OF
FREMONT, NEBRASKA

_____
_____, Chairperson

STATE OF NEBRASKA)
) ss.
COUNTY OF DODGE)

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

_____
Notary Public

"REDEVELOPER"

Yager Retail, LLC, a
Nebraska limited liability company

By: _____
Name: _____
Title: Manager

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 201__, by _____, Manager of Yager Retail, LLC, a Nebraska limited liability company, on behalf of the limited liability company.

_____
Notary Public

After recording return to:
Heather A. Carver
Cline Williams Wright Johnson
& Oldfather, L.L.P.
Sterling Ridge
12910 Pierce Street, Suite 200
Omaha, Nebraska 68144

EXHIBIT "E"

MEMORANDUM OF REDEVELOPMENT AGREEMENT
(YAGER RETAIL REDEVELOPMENT PROJECT – PHASE TWO)

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

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

> Lot Three (3), Yager Place Subdivision Replat, as surveyed, platted and recorded in the City of Fremont, Dodge County, Nebraska.

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

captured by the CDA shall be used to make the public improvements as described in the Redevelopment Agreement.

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

[SIGNATURE PAGES TO FOLLOW]

"CDA"

COMMUNITY DEVELOPMENT
AGENCY OF THE CITY OF
FREMONT, NEBRASKA

_____
_____, Chairperson

STATE OF NEBRASKA)
) ss.
COUNTY OF DODGE)

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

_____
Notary Public

"REDEVELOPER"

Yager Retail, LLC, a
Nebraska limited liability company

By: _____
Name: _____
Title: Manager

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 2016, by _____, Manager of Yager Retail, LLC, a Nebraska limited liability company, on behalf of the limited liability company.

_____
Notary Public

4846-2994-3351, v. 2

COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF FREMONT, NEBRASKA

RESOLUTION NO. 2016-____
(Redevelopment Agreement for the
Yager Retail Redevelopment Project – Phase Two)

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

WHEREAS, the Community Development Agency of the City of Fremont, Nebraska (the "CDA") via Resolution No. 2016-002 dated April 26, 2016 approved and adopted an Amendment to the Redevelopment Plan for the 23rd & Bell Redevelopment Area in the City of Fremont, Nebraska for a two-phase project identified as the Yager Retail Redevelopment Project (the "Project") pursuant to the Nebraska Community Development Law codified at Neb. Rev. Stat. §§ 18-2101 et seq. (the "Act");

WHEREAS, the CDA via Resolution No. 2016-___ dated August 9, 2016 approved and adopted an Amendment to the Redevelopment Plan (Phase Two Minor Modification) and a Cost-Benefit Analysis for Phase Two of the Project in accordance with the Act;

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

WHEREAS, on August 30, 2016, a meeting of the CDA was held at the Fremont City Council Chambers, 400 East Military Road, in Fremont, Nebraska in order to determine whether the Redevelopment Agreement should be approved;

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

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

WHEREAS, Phase Two of the Project would not be economically feasible as designed without the use of tax increment financing; Phase Two of the Project as designed would not occur in the redevelopment area without the use of tax

increment financing; and Phase Two of the Project is in the long-term best interests of the community;

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

WHEREAS, pursuant to the provisions of the Act and in light of the foregoing findings and determinations, the CDA desires to approve the Redevelopment Agreement and to approve TIF Indebtedness in an amount not to exceed Two Hundred Fifty Three Thousand and No/100 Dollars ($253,000.00) in the form of the TIF Note attached to the Redevelopment Agreement.

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

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

BE IT FURTHER RESOLVED, that the CDA of the City of Fremont is hereby authorized, following the lapse of thirty (30) days after the approval of the Redevelopment Agreement, to issue TIF Indebtedness in an amount not to exceed Two Hundred Fifty Three Thousand and No/100 Dollars ($253,000.00) in the form of the TIF Note attached to the Redevelopment Agreement, with such TIF Indebtedness to be repaid solely from the Tax Increment created by the Project and does not represent the general obligation of the CDA nor the City of Fremont; and

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

DATED THIS 30th day of August, 2016.

COMMUNITY DEVELOPMENT AGENCY
OF THE CITY OF FREMONT, NEBRASKA

By: _____
Chairperson

ATTEST: _____
Secretary

ATTACHMENT "A"

[Redevelopment Agreement]

Staff Report

TO: Mayor and Community Development Agency

FROM: Troy Anderson, Director of Planning

DATE: August 24, 2016

SUBJECT: Consent to Transfer – K2 Hospitality (Hotel)

Recommendation: move to approve the resolution.

Background: Earlier this year, Yager Hospitality, LLC, desired to sell and convey the project site to K2 Hospitality, LLC. According to the Redevelopment Agreement (Agreement) however, the Redeveloper cannot transfer or convey, in whole or in part, the project site without the consent of the City of Fremont Community Development Agency (CDA). On May 31, 2016, consent was given by the CDA and the project site was subsequently sold and conveyed to K2 Hospitality. K2 Hospitality now wishes to sell and convey the project site and is requesting approval of the CDA. Approval simply authorizes the CDA to execute and enter into an Assignment and Assumption of Redevelopment Agreement (Assignment).

Fiscal Impact: N/A

ASSIGNMENT AND ASSUMPTION
OF REDEVELOPMENT AGREEMENT

This Assignment and Assumption of Redevelopment Agreement ("Agreement") is entered into on this ___ day of _____, 2016, by and between the Community Development Agency of the City of Fremont, Nebraska ("CDA"), Yager Hospitality, LLC, a Nebraska limited liability company ("Original Redeveloper"), and Fremont Lodging Investments, LLC, a Wyoming limited liability company ("Successor Redeveloper").

Recitals

A. CDA and Original Redeveloper entered into a Redevelopment Agreement dated February 10, 2015, as subsequently amended (the "Redevelopment Agreement").

B. Original Redeveloper desires to sell to Successor Redeveloper the property that is defined as the Project Site under the Redevelopment Agreement.

C. Successor Redeveloper desires to acquire the Project Site from the Original Redeveloper.

D. The terms of the Redevelopment Agreement run with the land.

E. Pursuant to Section 4.05 of the Redevelopment Agreement, the CDA must consent to any sale or conveyance of the Project.

F. In connection with the conveyance of the Project Site, Original Redeveloper desires to assign the Redevelopment Agreement to Successor Redeveloper and Successor Redeveloper agrees to assume all of the obligations of the Redeveloper under the Redevelopment Agreement.

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

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

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

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

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

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

(Signature and Notary pages follow)

Executed as of the date first written above.

"ORIGINAL REDEVELOPER"

YAGER HOSPITALITY, LLC, a
Nebraska limited liability company

_____
Mike Works, Manager

STATE OF NEBRASKA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 2016, Mike Works, Manager of Yager Hospitality, LLC, a Nebraska limited liability company, on behalf of the company.

_____
Notary Public

"SUCCESSOR REDEVELOPER"

FREMONT LODGING
INVESTMENTS, LLC, a Wyoming
limited liability company

By: _____
Name: _____
By: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by _____, _____ of Fremont Lodging Investments, LLC, a Wyoming limited liability company, on behalf of the company.

_____
Notary Public

"CDA"
COMMUNITY DEVELOPMENT
AGENCY OF THE CITY OF FREMONT,
NEBRASKA

ATTEST:

By:_____ By: _____
Secretary Chairman

STATE OF NEBRASKA)
) ss.
COUNTY OF DODGE)

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

_____
Notary
Public

Notary Public

4844-3656-8375, v. 1

COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF FREMONT, NEBRASKA

RESOLUTION NO. 2016-___
(23rd and Yager Hotel Project)

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

RECITALS

A. The Community Development Agency of the City of Fremont, Nebraska ("CDA") and Yager Hospitality, LLC ("Original Redeveloper") entered into that certain Redevelopment Agreement (23rd and Yager Hotel Project) dated February 10, 2015, as subsequently amended.

B. On May 31, 2016, pursuant to Resolution No. 2016-006, the CDA approved the transfer of the Project Site from Original Redeveloper to K2 Hospitality, LLC ("Successor Redeveloper"), and the Assignment and Assumption of Redevelopment Agreement attached to such Resolution as Exhibit "A".

C. Subsequent thereto, Successor Redeveloper formed Fremont Lodging Investments, LLC ("Substitute Successor Redeveloper"), an affiliated entity, the ownership of which is identical to that of Successor Redeveloper, to own the Project Site.

D. Original Redeveloper desires to transfer and convey the Project Site to Substitute Successor Redeveloper.

E. Substitute Successor Redeveloper is not exempt from taxation.

NOW THEREFORE, BE IT RESOLVED that the Community Development Agency of the City of Fremont, Nebraska, hereby consents to the sale, transfer, and conveyance of the Project Site by Original Redeveloper to Substitute Successor Redeveloper, subject to the condition that Original Redeveloper and Substitute Successor Redeveloper execute the Assignment and Assumption of Redevelopment Agreement attached hereto as Exhibit "A", which is in substantially the form approved by the CDA pursuant to Resolution No. 2016-006 (the "Assignment").

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

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

Dated this ____ day of _____, 2016.

COMMUNITY DEVELOPMENT AGENCY OF
THE CITY OF FREMONT, NEBRASKA

_____
Chairperson

ATTEST:

_____
Secretary

EXHIBIT "A"

ASSIGNMENT AND ASSUMPTION OF REDEVELOPMENT AGREEMENT

[Attach]

4821-9851-3463, v. 1

Staff Report

TO: Mayor and City Council

FROM: Troy Anderson, Director of Planning

DATE: August 23, 2016

SUBJECT: Zoning Change – 1800 Deer Run

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

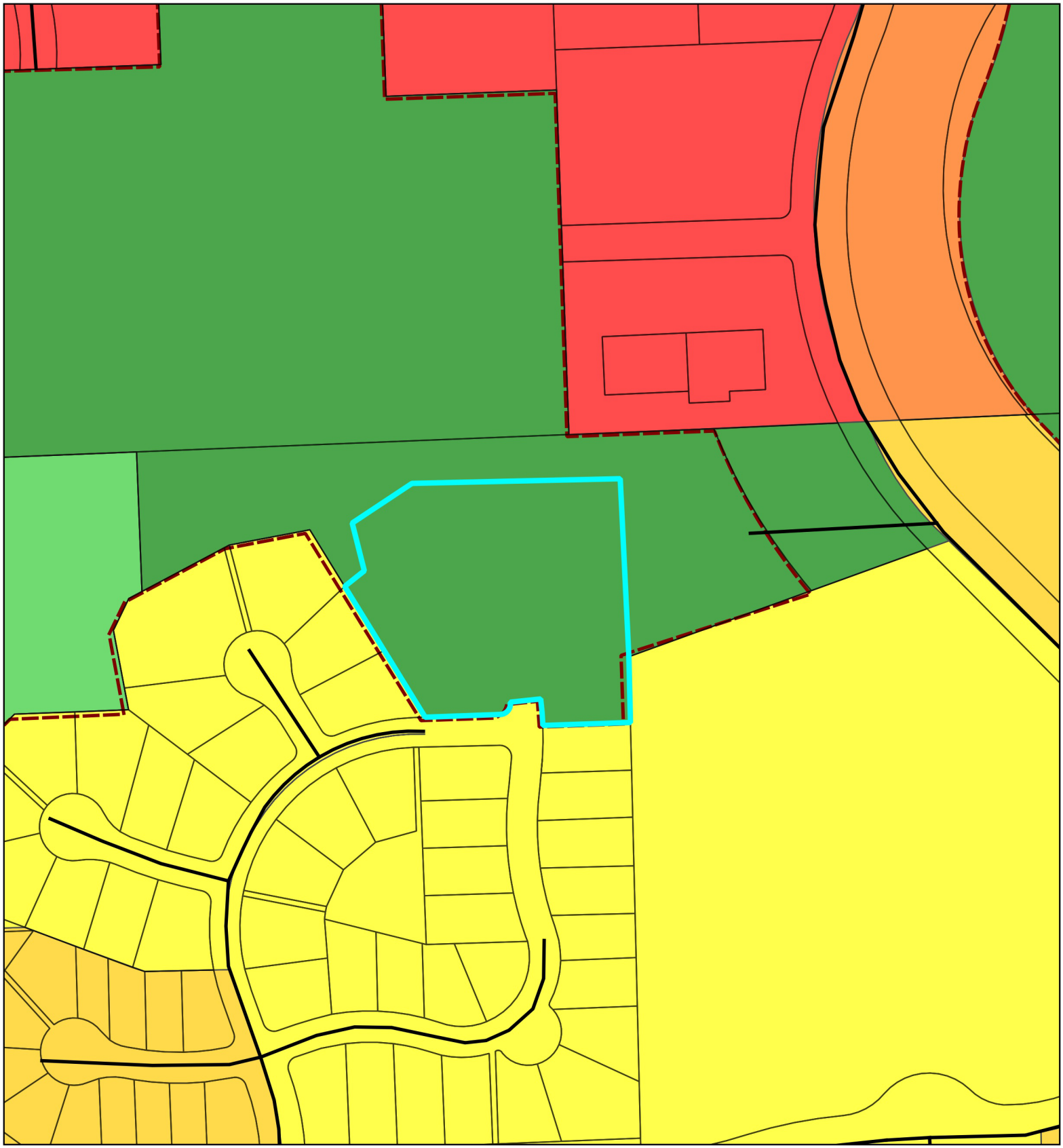
Background: The agent for the owner of approximately 4.5 acres located at 1800 Deer Run, Dodd Engineering & Surveying, LLC, is requesting approval of a Zoning Change from AG Agricultural to R-1 Single-Family Residential. The reason for the request is to further development plans of the subject property.

The subject property is located at the intersection of Deer Run and Deer Pointe Drive. Property immediately north, is zoned AG Agricultural and is identified as Rawhide Creek; property to the east, is also zoned AG Agricultural, is vacant/undeveloped and is listed as agricultural; also to the east is property zoned R-1 Single-Family Residential, consisting of a place of religious assembly, and due to its religious exemption does not include a property class; property to the south and to the west is zoned R-1 Single-Family Residential, consisting of a number of lots for one-family dwellings - some of which have been developed - and are listed as residential.

The Future Land Use Plan identifies the subject property as Residential. R-1 Single-Family Residential would therefore be consistent with the City's Comprehensive Plan for Future Land Use and Character.

By a vote of 6-0, the Planning Commission recommended approval of the Zoning Change at its regularly scheduled meeting August 15, 2016.

Fiscal Impact: N/A



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CITY OF
FREMONT
NEBRASKA PATHFINDERS

200 0 200 400 600 ft

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 AG AGRICULTURAL TO R-1 SINGLE-FAMILY RESIDENTIAL; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, the City has determined that the subject property is zoned AG Agricultural; and

WHEREAS, the owner desires zoning district designation of R-1 Single-Family Residential; and

WHEREAS, a public hearing on the proposed Zoning Change was held by the Planning Commission on August 15, 2016, and subsequently by the City Council on August 30, 2016; and

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

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

SECTION I. ZONING. That paragraph "b" of Article 406 of Ordinance No. 3939 as it pertains to the Official Zoning Map is changed to rezone the following described real estate, from AG Agricultural to R-1 Single-Family Residential:

A PARCEL OF LAND LOCATED IN THE SE1/4 NW1/4 OF SECTION 18, TOWNSHIP 17 NORTH, RANGE 9 EAST OF THE 6TH P.M., DODGE COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 1, BLOCK 1, DIERS ADDITION; THENCE S00°06'37"W (ASSUMED BEARING) ALONG THE WEST LINE OF SAID LOT 1 A DISTANCE OF 121.41 FEET TO THE NORTHEAST CORNER OF LOT 13, BLOCK 1, DEER POINTE THIRD ADDITION; THENCE N89°53'23"W ALONG THE NORTH LINE OF SAID LOT 13 A DISTANCE OF 150.04 FEET TO THE NORTHWEST CORNER OF SAID LOT 13; THENCE NORTHERLY FOLLOWING THE EASTERLY LINE OF DEER RUN A DISTANCE OF 45.97 FEET ALONG A 677.50 FOOT RADIUS CURVE TO THE LEFT, HAVING A CHORD BEARING N01°57'16"W, AND A CHORD LENGTH OF 45.96 FEET; THENCE S86°06'06"W A DISTANCE OF 55.00 FEET; THENCE SOUTHWESTERLY 32.82 FEET ALONG A 20.00 FOOT RADIUS CURVE TO THE RIGHT, HAVING A CHORD BEARING S43°06'21"W, AND A CHORD LENGTH OF 29.26 FEET TO A POINT ON THE NORTHERLY LINE OF DEER POINT DRIVE; THENCE N89°53'23"W ALONG SAID NORTHERLY LINE A DISTANCE OF 131.21 FEET TO THE SOUTHEAST CORNER OF LOT 6,

BLOCK 5 DEER POINT FIRST ADDITION; THENCE N29°36′26″W ALONG THE NORTHEASTERLY LINES OF LOTS 5 AND 6, BLOCK 5, DEER POINT FIRST ADDITION A DISTANCE OF 273.61 FEET TO THE NORTHEAST CORNER OF SAID LOT 5; THENCE N48°30′44″E ALONG THE EASTERLY EXTENSION OF THE NORTH LINE OF SAID LOT 5, BLOCK 5, A DISTANCE OF 35.00 FEET; THENCE N21°59′57″W A DISTANCE OF 94.19 FEET TO A POINT ON THE EASTERLY EXTENSION OF THE NORTH LINE OF LOT 4, BLOCK 5, DEER POINT FIRST ADDITION, AND BEING 50.00 FEET FROM THE NORTHEAST CORNER OF SAID LOT 4; THENCE N45°01′23″E A DISTANCE OF 127.53 FEET TO A POINT ON THE NORTH LINE OF THE PARCEL DESCRIBED IN BOOK 2002, PAGE 6884; THENCE S89°49′57″E ALONG SAID NORTH LINE A DISTANCE OF 412.60 FEET TO A POINT ON THE NORTHERLY EXTENSION OF THE WEST LINE OF LOT 1, BLOCK 1, DIERS ADDITION; THENCE S00°06′37″W ALONG SAID NORTHERLY EXTENSION A DISTANCE OF 337.31 FEET TO THE POINT OF BEGINNING; CONTAINING 4.54 ACRES, MORE OR LESS.

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

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

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

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

_____

Scott Getzschman, Mayor

ATTEST:

_____

Tyler Ficken, City Clerk

Staff Report

TO: Mayor and City Council

FROM: Troy Anderson, Director of Planning

DATE: August 23, 2016

SUBJECT: Zoning Change – 1915 N Diers Parkway

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

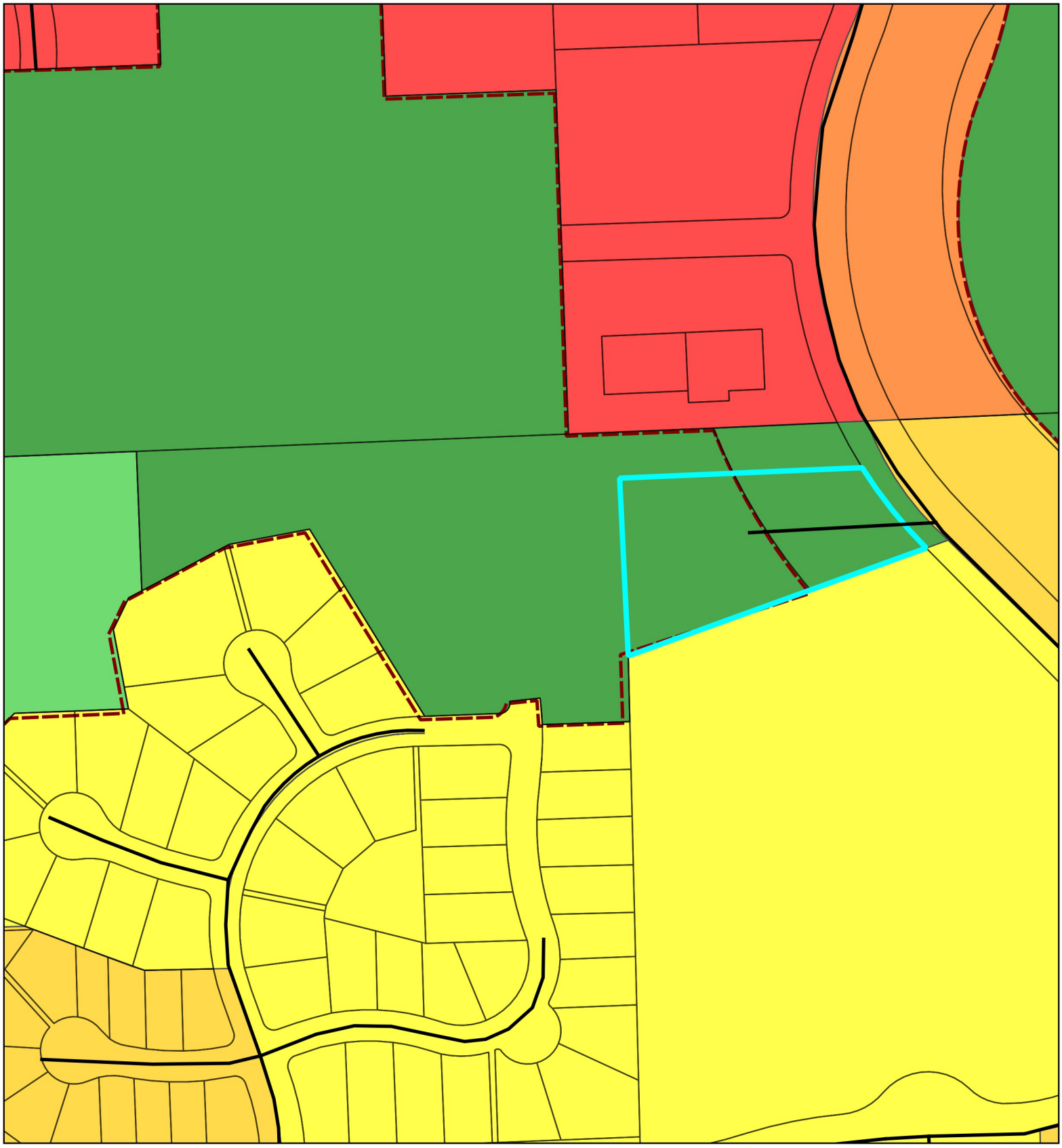
Background: The agent for the owner of approximately 3.0 acres located at 1915 N Diers Parkway, Dodd Engineering & Surveying, LLC, is requesting approval of a Zoning Change from AG Agricultural to R-2 Moderate-Density Residential. The reason for the request is to further development plans of the subject property.

The subject property is located along N Diers Parkway between E 16th St. and E Elk Ln. Property immediately north, is zoned AG Agricultural and is identified as Rawhide Creek; property to the east, opposite N Diers Parkway is zoned R-2 Moderate-Density Residential, appears to consist of one residence, various outbuildings, and is listed as agricultural; property to the south is zoned R-1 Single-Family Residential, consists of a place of religious assembly, and due to its religious exemption does not include a property class; and property to the west is zoned AG Agricultural, is vacant/undeveloped, and is listed as agricultural. The subject property is currently vacant/undeveloped as well, and is also listed as agricultural.

The Future Land Use Plan identifies the western half of the subject property as Residential and the eastern half as Commercial. R-2 Moderate-Density Residential would therefore be consistent with the City's Comprehensive Plan for Future Land Use and Character for the western half of the subject property and it would be the recommendation of Staff that, despite the Commercial designation on the eastern half of the property, a zoning change to R-2 Moderate-Density Residential would be consistent with development patterns on adjoining properties and that a natural barrier (i.e. Rawhide Creek) provides any buffering and screening from any commercial properties further north.

By a vote of 6-0, the Planning Commission recommended approval of the Zoning Change at its regularly scheduled meeting August 15, 2016.

Fiscal Impact: N/A



N

CITY OF
FREMONT
NEBRASKA PATHFINDERS

200 0 200 400 600 ft

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 AG AGRICULTURAL TO R-2 MODERATE-DENSITY RESIDENTIAL; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, the City has determined that the subject property is zoned AG Agricultural; and

WHEREAS, the owner desires zoning district designation of R-2 Moderate-Density Residential; and

WHEREAS, a public hearing on the proposed Zoning Change was held by the Planning Commission on August 15, 2016, and subsequently by the City Council on August 30, 2016; and

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

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

SECTION I. ZONING. That paragraph "b" of Article 406 of Ordinance No. 3939 as it pertains to the Official Zoning Map is changed to rezone the following described real estate, from AG Agricultural to R-2 Moderate-Density Residential:

PART OF LOT 2, BLOCK 3, DIERS SECOND ADDITION TO THE CITY OF FREMONT AND PART OF THE SE1/4 NW1/4 OF SECTION 18, TOWNSHIP 17 NORTH, RANGE 9 EAST OF THE 6TH P.M., DODGE COUNTY NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 1, BLOCK 1, DIERS ADDITION AND ASSUMING THE WEST LINE OF SAID LOT 1 TO BEAR N00°06'37"E; THENCE N00°06'37"E ALONG THE NORTHERLY EXTENSION OF THE WEST LINE OF SAID LOT 1 A DISTANCE OF 337.31 FEET TO A POINT ON THE NORTH LINE OF THE PARCEL DESCRIBED IN BOOK 2002, PAGE 6884; THENCE S89°49'57"E ALONG SAID NORTH LINE A DISTANCE OF 423.18 FEET TO A POINT ON THE WESTERLY LINE OF DIERS PARKWAY; THENCE SOUTHEASTERLY FOLLOWING SAID WESTERLY LINE 213.93 FEET ALONG A 850.00 FOOT RADIUS CURVE TO THE LEFT, HAVING A CHORD BEARING S35°17'31"E AND A CHORD LENGTH OF 213.36 FEET; THENCE CONTINUING S42°30'08"E ALONG SAID WESTERLY LINE A DISTANCE OF 7.30 FEET TO THE NORTHEAST CORNER OF LOT 1, BLOCK 1, DIERS ADDITION; THENCE S74°10'07"W ALONG THE NORTH LINE OF

SAID LOT 1 A DISTANCE OF 573.79 FEET TO THE POINT OF BEGINNING; CONTAININ 2.98 ACRES, MORE OR LESS.

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

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

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

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

_____

Scott Getzschman, Mayor

ATTEST:

_____

Tyler Ficken, City Clerk

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Erin Smith, Accounting Associate

DATE: August 25, 2016

SUBJECT: Public Hearing for Application for Community Development Block Grant Comprehensive Development Phase I Planning Study Grant

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Recommendation: 1) Move to open the public hearing 2) Receive testimony 3) Move to close the public hearing.

Background: The City of Fremont is requesting $30,000 of which $27,000 will be used for Planning within the project LMI Census target area and $3,000 for general administration of the grant. The total planning project budget is $39,000 with the local matching funds of $9,000 to be provided by the City of Fremont for the planning study. CDBG funds will benefit low– and moderate– income people or improve blighted areas through the removal of blighted and substandard conditions. The City does not see any persons being displaced as a result of this plan, but will follow their approved plan for minimizing displacement of people as a result of CDBG activities and for assisting person(s) actually displaced. The grant will also require an additional leverage of $9,000 within the target area which will provide benefit to LMI persons.

The planning study would take place from approximately November 2016 to June 2017.

Fiscal Impact: $9,000 of City funds are needed for the matching funds. This is an unbudgeted item in 2017 as this study grant was not anticipated when the two-year budget was developed last year. However, the Council approved an additional $50,000 in the General Fund contingency account for 2017 just for cases like this. Should the City be awarded this grant, appropriation for the City's match would come from the General Fund Contingency.

COMPREHENSIVE DEVELOPMENT (CD) APPLICATION

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

Nebraska Department of Economic Development (DED) 2016

PART I. GENERAL INFORMATION

DED USE ONLY
Application Number 16-CD-
Date Received
14-DTR-104

1. APPLICANT IDENTIFICATION

Applicant Name	City of Fremont
Mailing Address	400 East Military Avenue
City, State, Zip	Fremont, NE 68026
Local Government Contact	Erin Smith
Telephone	402-727-2624
Fax Number	402-727-2667
Federal ID #	47-6006192
DUNS#	076982131
Email Address	ErinSmith@fremontne.gov

2. PERSON PREPARING APPLICATION

Name	Lowell Schroeder
Address	111 S 1st Street
City, State, Zip	Norfolk, NE 68701
Telephone #	402-379-1150
Federal ID	47-6034922
Email Address	lowell@nenedd.org

Application Preparer (Check one)

- ☐ Local Staff
- ☐ Out-of-State Consultant
- ☐ In-State Consultant
- ☐ Non-Profit
- ☒ Economic Development District

3. ACTIVITY TYPE

- ☒ CD Phase I (Pre-development)
- ☐ CD Phase II (Implementation Year 1)

5. APPLICATION TYPE

- ☒ Individual

6. SERVICE AREA

City Fremont County Dodge

Legislative District 15 Congressional District 1

. 4. FUNDING SOURCES

CDBG Funds Requested	$ 30,000
Other Funds	$ 9,000
Total Project Funds	$ 39,000

7. PROJECT NAME AND LOCATION

CDBG Comprehensive Development Phase I

8. PROJECT SUMMARY: Brief quantitative description of the project for which CDBG funds are requested.

The City Of Fremont is requesting $30,000 of CDBG Comprehensive Development (CD) Phase I funds of which $27,000 a planning study and $3000 for general administration of the grant. Local matching funds of $9000 will be provided by the City of Fremont. Leverage of $9000 is also required. The total project cost is $39,000. All activities will be conducted within the LMI target area. All CDBG funds will benefit low-to-moderate income persons in the community, No persons will be displaced as a result of this project. ALSO: Attach a 1 page project summary following this page.

9. CERTIFYING OFFICIAL: Chief elected officer of local government requesting CDBG funds

To the best of my knowledge and belief, data and information in this application are true and correct, including any commitment of local or other resources. This application has been duly authorized by the governing body of the applicant following an official public hearing. This applicant will comply with all federal and state requirements governing the use of CDBG funds.

Signature in Blue Ink	Scott Getzschman, Mayor	Date Signed
Attest	Tyler Ficken, City Clerk	Date Signed

PART II. FUNDING SUMMARY CD PHASE I (Pre-development)

(Round amounts to the nearest dollar)

Activity Code-Activity	*National Objective	CDBG Funds	Matching Funds	Total Funds	Sources of Matching Funds
0630 Planning	LMA	$27,000	$9,000	$36,000	
0180 Total Non-Administration		$27,000	$9,000	$36,000	
0181 General Administration		$3,000	0	$3,000	
1000 TOTAL PROGRAM COSTS		$30,000	$9,000	$39,000	

***NATIONAL OBJECTIVE:** Enter single most appropriate national objective code for each activity.
List application page number or numbers for source/narrative documentation: _____.
Refer to Part III Project Description, Item 4 National Objective Impact and Section 2.01.

☒ **LMA**: Benefit Low/Moderate Income Persons on an area basis.
Proposed total number of people benefiting 7,875
Number LMI 4,515.
Census Data 57.33 %

☐ **LMC**: Benefit Low/Moderate Income Persons on a limited clientele basis

☐ **LMH**: Benefit Low/Moderate Income Households. Number of LMI Households _____.

☐ **SBA**: Activities benefiting slums/blight on an area basis
Designated: (year) Re-designated (when available): (year)

☐ **SBS**: Activities benefiting slums/blight on a spot basis
Designated: (year) Re-designated (when available): (year)

Using the activity code number and description provided on the Funding Summary, enter the CDBG National Objective code for each activity (as identified on the Application Form).

ONE PAGE PROJECT SUMMARY

The City of Fremont is requesting $30,000 of which $27,000 will be used for Planning within the project LMI Census target area and $3,000 for general administration of the grant. The total planning project budget is $39,000 with the local matching funds of $9,000 to be provided by the City of Fremont for the planning study. CDBG funds will benefit low – and moderate – income people or improve blighted area through the removal of blighted and substandard conditions. The City does not see any persons being displaced as a result of this plan, but will follow their approved plan for minimizing displacement of people as a result of CDBG activities and for assisting persons(s) actually displaced. The grant will also require an additional leverage of $9,000 within the target area which will provide benefit to LMI persons.

The purpose of the Comprehensive Development (CD) Program Category is to provide flexible investments in housing and infrastructure to carry out a comprehensive strategy of revitalization to stabilize, support, and enhance clearly defined residential neighborhoods with concentrations of persons with lower incomes. The focus is to foster a greater capacity for local community and economic development initiatives that will carry out an enhanced and stable comprehensive revitalization strategy principally benefiting low/moderate income residents of the community.

This project will be Phase I of the Comprehensive Development program which will be the pre-development phase that includes the completion of a pre-development study that will define specific desired outcomes with goals and action steps for improvements to a defined LMI target area. The City will contract with the Northeast Nebraska Economic Development District to conduct the CD Phase I Study. The City will appoint a planning project steering committee which may include City Staff, resource providers, and citizens.

Goals for Fremont CD Phase I Study:

1. Gather public input on the target area needs through community attitude surveys and community meetings.

2. Develop a comprehensive strategy to revitalize the target area which could include public infrastructure, housing investments, parks and recreational needs, child care and senior centers and other CDBG eligible activities.

3. Develop a Fremont CD Phase II project budget with grant funds requested and sources of matching funds. Phase II funding of up to $700,000 is available for eligible projects.

4. Identify public and private investments planned and proposed for the target area which can serve as leverage for the proposed Phase II projects.

This proposed Fremont CD Phase I Plan will build upon previous successful Fremont Comprehensive Revitalization (CR) projects which have included owner occupied housing rehabilitation, rental LMI single family housing rehabilitation, street reconstruction, sidewalk accessibility ramps, and water system improvements.

0630 Planning	CDBG	Match	Leverage	Total Project Cost
Item				
Data Research	$8,000			
Environmental Review of Future Projects	$3,000			
Planning Services	$9,000			
Town Hall Meetings and Citizen Participation	$4,000			
Attitude and Income Surveys	$3,000			
City funds		$9,000		
Public and private investments in CDBG eligible activities benefiting LMI persons			$9,000	
Project Total	**$27,000**	**$9,000**	**$9,000**	**$45,000**

Project Cost are estimate

0181 General Admin				
Phase I				
Special condition documents as outlined in the grant contract				
Environmental review in accordance with the National Environmental Policy Act of 1969				
Assisting with procuring for professional services				
Meeting, phone calls, emails with Grantee to insure the grantee has a solid understanding of the financial management requirements associated with the grant & that the Grantee has an appropriate financial management system in place.				
Prepare a master filing system in accordance with state & federal regulations				
Total Phase I	$1,000			
Phase II				
Monitoring the progress of the project being completed in order to prepare semi-annual reports and accounting of project costs for preparation of drawdowns.				
Monitoring the project to ensure that all statutes, state rules, and federal regulations relevant to the project are followed.				
Oversight of the grant's accounting and master filing systems in accordance with state and federal regulations				
Total Phase II	$1,400			
Phase III				
Prepare and submit all close out reporting requirements.				
Prepare and submit all required monitoring reports and clarifications requested by DED.				
Total Phase III	$500			
Miscellaneous (Phone, copies, postage, audit, legal, etc.)	$100			
Activity Total	**$3,000**		$0	$0
Total Budget	**$30,000**	**$9,000**	**$9,000**	**$45,000**

Funding Breakdown:	CDBG	LOCAL	Leverage	Total
Activity 0630 Planning	**$27,000**	**$9,000**	**$9,000**	**$45,000**
Activity 0181 - General Administration	**$3,000**	**$0**	**$0**	**$3,000**
Total	**$30,000**	**$9,000**	**$9,000**	**$48,000**

EXHIBIT A

NOTICE OF PUBLIC HEARING ON APPLICATION FOR COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

NOTICE IS HEREBY GIVEN that on August 30, 2016 in the Fremont City Council Chambers, 400 East Military Avenue, the City of Fremont will hold a public hearing concerning an application to the Nebraska Department of Economic Development for a Community Development Block Grant. This grant is available to local governments for community/ economic development activities.

The City of Fremont is requesting $30,000 of which $27,000 will be used for Planning within the project LMI Census target area and $3,000 for general administration of the grant. The total planning project budget is $39,000 with the local matching funds of $9,000 to be provided by the City of Fremont for the planning study. CDBG funds will benefit low – and moderate – income people or improve blighted area through the removal of blighted and substandard conditions. The City does not see any persons being displaced as a result of this plan, but will follow their approved plan for minimizing displacement of people as a result of CDBG activities and for assisting persons(s) actually displaced. The grant will also require an additional leverage of $9,000 within the target area which will provide benefit to LMI persons.

The grant application will be available for public inspection at 400 East Military Avenue, Fremont, NE 68025. All interested parties are invited to attend this public hearing at which time you will have an opportunity to be heard regarding the grant application. Written and oral testimony will also be accepted at the public hearing scheduled for 7:00 PM, August 30, 2016 at the City Council Chambers in Fremont, Nebraska.. Written comments addressed to Tyler Ficken at 400 East Military Avenue, Fremont, NE 68025 will be accepted if received on or before August 30th, 2016.

Individuals requiring physical or sensory accommodations including interpreter service, Braille, large print, or recorded materials, please contact Tyler Ficken at 400 East Military Avenue, Fremont, NE 68025, (402) 727-2633 no later than August 26th, 2016. Accommodations will be made for persons with disabilities and non-English speaking individuals provided that a 5 day notice is received by the City of Fremont.

EXHIBIT A

EXHIBIT B

RESOLUTION AUTHORIZING CHIEF ELECTED OFFICIAL TO SIGN AN APPLICATION FOR CDBG FUNDS

Whereas, the City of Fremont, Nebraska, is an eligible unit of a general local government authorized to file an application under the Housing and Community Development Act of 1974 as amended for Small Cities Community Development Block Grant Program, and,

Whereas, the City of Fremont, Nebraska, has requested $30,000 of CDBG Comprehensive Development (CD) Phase I funds of which $27,000 a planning study and $3000 for general administration of the grant. Local matching funds of $9000 will be provided by the City of Fremont. Leverage of $9000 is also required. The total project is $39,000. All activities will be conducted within the LMI target area. All CBDG funds will benefit low-to-moderate income persons in the community. No persons will be displaced as a result of this project.

NOW, THEREFORE, BE IT RESOLVED BY

City Council of City of Fremont, that the Mayor be authorized and directed to proceed with the formulation of any and all contracts, documents or other memoranda between the City of Fremont and the Nebraska Department of Economic Development so as to effect acceptance of the grant application.

_____

Signed

_____

Title

_____

Date

EXHIBIT C-1

APPLICANT'S STATEMENT OF ASSURANCES AND CERTIFICATIONS

The City of Fremont (Applicant) hereby assures and certifies to the Nebraska Department of Economic Development regarding an application for Community Development Block Grant (CDBG) funds, the following:

THRESHOLD CERTIFICATIONS

1. There are no significant unresolved audit findings relating to any prior grant award from the federal and/or state government that would adversely affect the administration of this grant.

2. No legal actions are underway or being contemplated that would significantly impact the Applicant's capacity to effectively administer the program, and to fulfill the CDBG program; and

3. No project costs have been incurred that have not been approved in writing by the Department.

FEDERAL COMPLIANCE CERTIFICATIONS

4. It will adopt and follow a residential anti-displacement and relocation assistance plan that will minimize displacement as a result of activities assisted with CDBG funds.

5. It will conduct and administer its programs in conformance with:
   a. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), and the regulations issued pursuant thereto (24 CFR Part 1).

   b. Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284), as amended, administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing, and will take action to affirmatively further fair housing in the sale or rental of housing, the financing of housing and the provision of brokerage services.

   c. The Fair Housing Act of 1988 (42 USC 3601-20) and will affirmatively further fair housing.

6. It will not attempt to recover any capital costs of public improvements assisted in whole or part by assessing any amount against properties owned and occupied by persons of low- and moderate-income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless (1) grant funds are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than grant funds, or (2) for purposes of assessing any amount against properties owned and occupied by persons of LMI who are not persons of very-low income, the recipient certifies to the state that it lacks sufficient grant funds to comply with the requirements of clause (1).

7. It will comply with all provisions of Title I of the Housing and Community Development Act of 1974, as amended, which have not been cited previously as well as with other applicable laws.

CITIZEN PARTICIPATION PLAN CERTIFICATION

8. It certifies that a detailed citizen participation plan is on file which includes:
   a. Providing and encouraging citizen participation with particular emphasis on participation by lower income persons who are residents of slum and blight areas in which funds are proposed to be used to include target areas as identified in the application.

   b. Providing citizens with reasonable and timely access to local meetings, information, and records relating to the Applicant's proposed and actual use of CDBG funds.

   c. Furnishing citizens with information, including but not limited to, the amount of CDBG funds expected to be made available for the current fiscal year, including CDBG funds and anticipated program income; the range of activities that may be undertaken with CDBG funds; the estimated amount of CDBG funds to be used for activities that will meet national objective of benefit to low- and moderate-income people, and the proposed CDBG activities likely to result in displacement and the grantee's anti-displacement and relocation plans.

   d. Providing technical assistance to groups representative of persons of low and moderate income that request such assistance in developing proposals. The level and type of assistance is to be identified within the plan.

   e. Providing for public hearings at different stages of the program, for the purpose of obtaining citizen's views and responding to proposals and questions. The hearings must cover community development and housing needs, development of proposed activities and review of program performance. The hearing to cover community development needs must be held before submission of an application to the state. The hearing on program performance must be held during the implementation of the CDBG awarded grant. There must be reasonable notice of the hearings and they must be held at times and locations convenient to potential or actual beneficiaries, with accommodations for the handicapped. Public hearings are to be conducted in a manner to meet the needs of non-English speaking residents where a significant number of non-English speaking residents can be expected to participate.

f. Providing citizens with reasonable advance notice of, and opportunity to comment on, proposed activities in the application to the state and for grants already made, activities that are added to, deleted or substantially changed from the application to the state. Substantially changed is defined in terms of purpose, scope, location or beneficiaries defined by the state established criteria.

g. Providing citizens the address, phone number and acceptable hours for submitting complaints and grievances and providing timely written responses to written complaints and grievances within 15 working days where practicable.

SPECIAL REQUIREMENTS AND ASSURANCES.

9. The Applicant will comply with the administrative requirements of the program, those applicable items in the 1995 Consolidated Plan, Title I of the Housing and Community Development Act of 1974, Public Law 93-383, as amended, and 24 CFR Part 570 (including parts not specifically cited below), and the following laws, regulations and requirements, both federal and state, as the pertain to the design, implementation and administration of the local project, if approved:

CIVIL RIGHTS AND EQUAL OPPORTUNITY PROVISIONS

- Public Law 88-352, Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000(d), et. seq.) (24 CFR Part 1)
- Section 109 of the Housing and Community Development Act of 1974, As Amended
- Age-Discrimination Act of 1975, As Amended (42 U.S.C. 6101, et. seq.)
- Section 504 of the Rehabilitation Act of 1973, As Amended (29 U.S.C. 794) and the Americans with Disability Act
- Executive Order 11246, As Amended
- Executive Order 11063, As Amended by Executive Order 12259 (24 CFR Part 107)

ENVIRONMENTAL STANDARDS AND PROVISIONS

- Section 104(f) of the Housing and Community Development Act of 1974, As Amended
- Title IV of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831) and the Implementing Regulations found at 24 CFR Part 35
- The National Environmental Policy Act of 1969 (42 U.S.C. Section 4321, et. seq., and 24 CFR Part 58)
- The Clean Air Act, As Amended (42 U.S.C. 7401, et. seq.)
- Farmland Protection Policy Act of 1981, (U.S.C. 4201, et. seq.)
- The Endangered Species Act of 1973, As Amended (16 U.S.C. 1531, et. seq.)
- The Reservoir Salvage Act of 1960 (16 U.S.C. 469, et. seq.), Section 3 (16 U.S.C. 469 a-1), As Amended by the Archaeological and Historic Preservation Act of 1974
- The Safe Drinking Water Act of 1974 [42 U.S.C. Section 201, 300(f), et. seq., and U.S.C. Section 349 as Amended, particularly Section 1424(e) (42 U.S.C. Section 300H-303(e)]
- The Federal Water Pollution Control Act of 1972, As Amended, including the Clean Water Act of 1977, Public Law 92-212 (33 U.S.C. Section 1251, et. seq.)
- The Solid Waste Disposal Act, As Amended by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901, et. seq.)
- The Fish and Wildlife Coordination Act of 1958, As Amended, (16 U.S.C. Section 661, et. seq.)
- EPA List of Violating Facilities
- HUD Environmental Standards (24 CFR, Part 51, Environmental Criteria and Standards and 44 F.R. 40860-40866, July 12, 1979)
- The Wild and Scenic Rivers Act of 1968, As Amended (16 U.S.C. 1271, et. seq.)
- Flood Insurance
- Executive Order 11988, May 24, 1978: Floodplain Management (42 F.R. 26951, et. seq.)
- Executive Order 11990, May 24, 1977: Protection of Wetlands (42 F.R. 26961, et. seq.)
- Environmental Protection Act, NEB. REV. STAT. 81-1501 to 81-1532 (R.R.S. 1943)
- Historic Preservation

LABOR STANDARDS AND PROVISIONS

- Section 110 of the Housing and Community Development Act of 1974, As Amended
- Fair Labor Standards Act of 1938, As Amended, (29 U.S.C. 102, et. seq.)
- Davis-Bacon Act, As Amended (40 U.S.C. 276-a - 276a-5); and Section 2; of the June 13, 1934 Act., As Amended (48 Stat. 948.40 U.S.C. 276(c), popularly known as The Copeland Act
- Contract Work Hours and Safety Standards Act (40 U.S.C. 327, et. seq.)
- Section 3 of the Housing and Urban Development Act of 1968 [12 U.S.C. 1701(u)]

FAIR HOUSING STANDARDS AND PROVISIONS

* Section 104(a)(2) of the Housing and Community Development Act of 1974, As AmendedPublic Law 90-284, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601, et. seq.). As Amended by the Fair Housing Amendments Act of 1988
* Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, As Amended (42 U.S.C. 4630) and the Implementing Regulations Found at 49 CFR Part 24
* Relocation Assistance Act, NEB. REV. STAT. 76-1214 to 76-1242 (R.S. Supp. 1989)
* Nebraska Civil Rights Act of 1969 20-105 to 20-125, 48-1102 and 48-1116
  Uniform Procedures for Acquiring Private Property for Public Use, NEB. REV. STAT. 25-2501 to 25-2506 (R.R.S. 1943)

ADMINISTRATIVE AND FINANCIAL PROVISIONS

* 78 FR 78589 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards "Cost Principles"
* 78 FR 78589 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards "Administrative Requirements"
* 24 CFR 570.503 - Grant Administration Requirements for Use of Escrow Accounts for Property Rehabilitation Loans and Grants
* 24 CFR 570.488 to 570.499a - States Program: State Administration of CDBG Nonentitlement Funds
* Community Development Law, NEB. REV. STAT. 18-2101 to 18-2144 (R.S. Supp. 1982)
* Public Meetings Law, NEB. REV. STAT. 18-1401 to 18-1407 (R.R.S. 1943)
* 24 CFR Subtitle A (4-1-98 Edition) – 85 Administrative requirements for grants and cooperative agreements to State, local and federally recognized Indian tribal governments

MISCELLANEOUS.

* Hatch Act of 1938, As Amended (5 U.S.C. 1501, et. seq.)

The Applicant hereby certifies that it will comply with the above stated assurances.

Signed _____

Mayor
Title

_____
Date

February 2015 Revised

EXHIBIT C-1

EXHIBIT C-2

Citizen Participation Plan

City of Fremont, Nebraska

A. Participation by Citizens

All citizens, including low- and moderate-income citizens, shall be requested and encouraged to participate in the assessment of community issues, problems and needs; the identification of potential solutions; and priority to such issues, problems and needs, as follows:

1. All citizens shall be periodically requested to complete a community needs survey to identify community and neighborhood issues, problems and needs.
2. All citizens shall be notified by publication and posting of all meetings to discuss the identified needs, potential solutions and solution priorities.
3. All citizens, particularly low and moderate-income citizens, shall be afforded the opportunity to serve on various community improvement task forces established by the City of Fremont.

B. Access to Meetings, Information and Records

Notice of public meetings conducted by the City of Fremont City Offices shall be published or posted not later than 6 days prior to such meetings.

Agendas of all such meetings shall be available at the City Clerk's Office for public inspection.

All meetings where CDBG projects or applications are to be discussed shall be published or posted
At least 6 days prior to such meetings and all information and records concerning such CDBG projects or applications shall be available for public inspection at the City Offices.

All meetings will be held at a time and City Offices which will be accessible to all citizens. The building and site will also be accessible to persons with disabilities.

C. Specific CDBG Project Information

All citizens shall be provided with information regarding specific CDBG projects through public meetings and publication of notices which provide all pertinent information regarding any CDBG project including, but not limited to:

1. The amount of CDBG funds expected to be made available to the City of Fremont for the current fiscal year, including CDBG funds and anticipated program income;
2. The specific range of activities that may be undertaken with CDBG funds;
3. The estimated amount of CDBG funds to be used for activities that will meet the national objective of benefit to low- and moderate-income persons, and;
4. A description of any proposed CDBG funded activities that are likely to result in displacement of persons along with the The City of Fremont' anti-displacement and relocation plans.

D. Provisions for Technical Assistance to Citizens

The City Clerk shall maintain current information of available resources for community improvement efforts and CDBG programs available and provide such information upon request by any citizen or group representing any citizen or group of citizens and the City Clerk shall provide assistance in developing proposals to address issues, problems and needs identified by such citizen or citizens.

E. Public Hearing on CDBG Activities

The City Council shall enact a minimum of two (2) public meetings or hearings to be conducted with regard to any CDBG application. At least one meeting or hearing shall be conducted prior to the submission of any such application and a second public hearing shall be held near the completion of any CDBG funded activity to obtain citizen input, comments or opinions with regard to such application(s) and to program or project performance.

The City Clerk shall act as the contact person for all questions, comments or concerns expressed by any citizen with regard to any CDBG program or project and shall forward any such questions, comments or concerns to the City Council at the next regular meeting of the City of Fremont immediately following expression of such questions, comments or concerns. The City Clerk shall also be responsible for transmitting the City of Fremont's response to any such question, comment or concerns to the citizen or citizens expressing the same.

F. Needs of Non-English Speaking Citizens

The City Council shall conduct the public hearings in a manner to meet the needs of non-English speaking residents where a significant number of non-English speaking residents can reasonably be expected to participate, the City Clerk shall arrange for oral or written translation of information regarding any CDBG program, application or project upon request by such non-English speaking persons or representatives of such persons.

G. Compliance/Grievance Procedures

The City Clerk shall post a notice at the City Offices that provides name, telephone number, address and office hours of the City of Fremont for citizens who wish to file a complaint or grievance regarding any CDBG program, project or application.

Individuals wishing to submit a complaint or file a grievance concerning activities, of or application for, CDBG funds may submit a written complaint or grievance to the City Clerk.

The City Clerk shall present such complaint or grievance to the City Offices at the next regular meeting of the City of Fremont, where it be reviewed by the Board members. The individual submitting such complaint or grievance shall be notified of such meeting and shall be given the opportunity to make further comments at such meeting. The City of Fremont shall issue a written response to any complaint or grievance within fifteen (15) days following the meeting at which a response is formulated. Such response shall be mailed to the individual citizen(s) submitting the complaint or grievance by the City Clerk to the last known address of said citizen(s).

In the event that the nature of the complaint or grievance is determined to be a matter requiring immediate action, a special meeting of the The City of Fremont shall be called to review the matter within ten (10) days of receipt of such complaint or grievance.

H. Adoption

This Citizen Participation Plan is hereby adopted by action of the City Council of the City of Fremont, Nebraska.

_____

Scott Getzschman, Mayor

_____

Attest: Tyler Ficken, City Clerk

_____

Date

EXHIBIT C-2

EXHIBIT D

RESIDENTIAL ANTI-DISPLACEMENT AND RELOCATION ASSISTANCE PLAN

The City of Fremont will replace all occupied and vacant occupiable low-moderate-income dwelling units demolished or converted to a use other than as low-moderate-income housing as a direct result of activities assisted with Community Development Block Grant (CDBG) funds provided under the Housing and Community Development Act of 1974, as amended.

All replacement housing will be provided within three (3) years of the commencement of the demolition or rehabilitation relating to conversion. Before obligating or expending funds that will directly result in such demolition or conversion, the City of Fremont will make public and submit to DED the following information in writing:

1. A description of the proposed assisted activity;
2. The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be demolished or converted to a use other than as low-moderate-income dwelling units as a direct result of the assisted activity;
3. A time schedule for the commencement and completion of the demolition or conversion;
4. The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be provided as replacement dwelling units;
5. The source of funding and a time schedule for the provision of replacement dwelling units; and
6. The basis for concluding that each replacement dwelling unit will remain a low-moderate-income dwelling unit for at least ten (10) years from the date of initial occupancy.

The City of Fremont will provide relocation assistance, according to either the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (49 CFR Part 24) or 24 CFR 570.496a(c) to each low/moderate-income family displaced by the demolition of housing, or the conversion of a low-moderate-income dwelling to another use as a direct result of assisted activities.

Consistent with the goals and objectives of activities assisted under the CDBG program, the City of Fremont will take the following steps to minimize the displacement of persons from their homes:

1. Maintain current data on the occupancy of houses in areas targeted for CDBG assistance.
2. Review all activities prior to implementation to determine the effect, if any, on occupied residential properties.
3. Include consideration of alternate solutions when it appears an assisted project will cause displacement, if implemented.
4. Require private individuals and businesses to consider other alternatives to displacement causing activities, if they are requesting CDBG assistance.

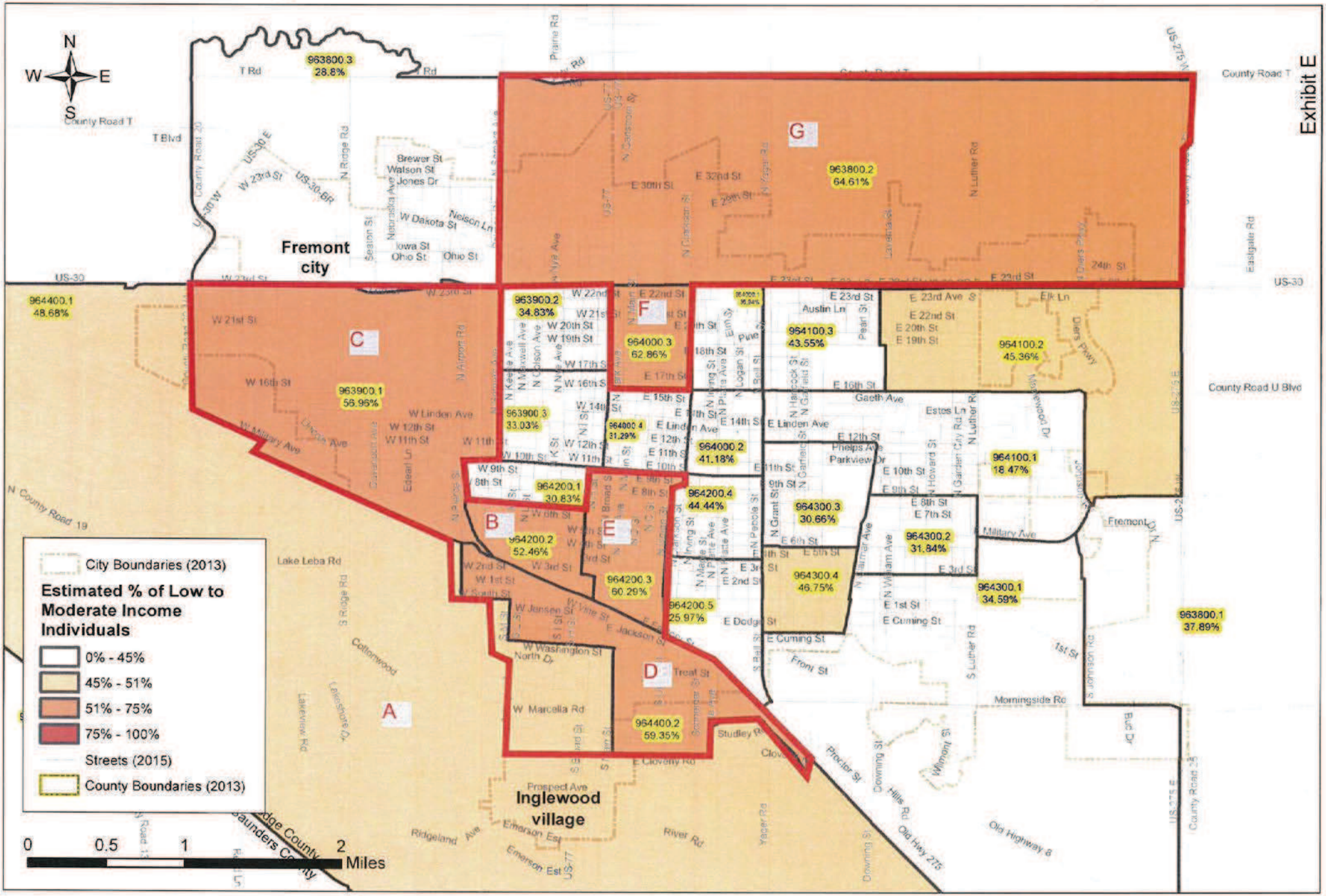
Signed _____

Title _____ Mayor _____

Date _____

EXHIBIT D

Estimated Percentage of Low to Moderate Income Individuals in Fremont city



Sources: U.S. Department of Housing and Urban Development FY 2015 LMISD by State - All Block Groups, Based on 2006-2010 American Community Survey
ESRI Business Analyst 2013-15 | Navteq 2015 Q1

Fremont CD target A-G - 57.33% LMI (see attached data)

Area Identifier	GEOID	geoname	stusab	countyname	state	county	tract	blkgrp	low	lowmod	LMMI	lowmoduniv	lowmod_pct
A	310539644001	Block Group 1, Census Tract 9644, Dodge County, Nebraska	NE	Dodge County	31	053	964400	1	635	920	1305	1890	0.4868
B	310539642002	Block Group 2, Census Tract 9642, Dodge County, Nebraska	NE	Dodge County	31	053	964200	2	185	320	500	610	0.5246
C	310539639001	Block Group 1, Census Tract 9639, Dodge County, Nebraska	NE	Dodge County	31	053	963900	1	315	675	750	1185	0.5696
D	310539644002	Block Group 2, Census Tract 9644, Dodge County, Nebraska	NE	Dodge County	31	053	964400	2	295	635	790	1070	0.5935
E	310539642003	Block Group 3, Census Tract 9642, Dodge County, Nebraska	NE	Dodge County	31	053	964200	3	305	410	555	680	0.6029
F	310539640003	Block Group 3, Census Tract 9640, Dodge County, Nebraska	NE	Dodge County	31	053	964000	3	145	770	815	1225	0.6286
G	310539638002	Block Group 2, Census Tract 9638, Dodge County, Nebraska	NE	Dodge County	31	053	963800	2	645	785	1020	1215	0.6461
				Sum of the combined target area (A-C)						**4515**		**7875**	**0.5733**

Data Source: **https://www.hudexchange.info/manage-a-program/acs-low-mod-summary-data-block-groups-places/**

Exhibit E

EXHIBIT K

WAIVER OF PROCUREMENT PROCESS DUE TO OFFICIALS OF THE GRANTEE ACTING IN THEIR OFFICIAL CAPACITY

The City of Fremont hereby assures and certifies to the Nebraska Department of Economic Development (the Department) regarding an application for Community Development Block Grant (CDBG) funds, the following:

1. City of Fremont has reviewed 24 CFR Part 85 Chapter 36 which sets forth the standards that are applicable to procurement for Federal grants and cooperative agreements and sub-awards to the State, local and Indian tribal governments.

2. In each of the last three consecutive years, (Applicant), has appointed (Appointee) to act in the official capacity of (Position).

3. (Applicant) can document three consecutive years of annual appointment with minutes of annual reorganization meeting. ☐Documentation attached.

4. The project activity directly relates to the official capacity of the appointee as described below and providing any related supplementary documentation to capacity (e.g. Development District will provide planning services, statement of capacity to compete services attached):

The City of Fremont is a member of the Northeast Nebraska Economic Development District (NENEDD) and has an inter-local agreement. The City may contract with NENEDD to complete this project. If the City decides not to use the services of NENEDD, the City will procure for another qualified planner using the Procurement Procedures outlined in Chapter 8 of the Nebraska CDBG Program Administrative Manual. If the City contracts with NENEDD for planning services and a sub-contractor is needed during the planning phase, NENEDD will procure using the Procurement Procedures outlined in Chapter 8 of the Nebraska CDBG Program Administrative Manual.

The Applicant hereby certifies that it will comply with the above stated assurances.

Signed _____

Scott Getzschman, Mayor

Date _____

EXHIBIT L

FFATA REPORTING FORM/CERTIFICATION – CDBG & CDBG HOUSING

The Federal Funding Accountability and Transparency Act (FFATA) seeks to provide the public with greater access to Federal spending information. Due to FFATA requirements, units of general local government are required to provide the following information, which may be used by the Department of Economic Development ("Department") to comply with federal reporting requirements. Please fill out the following form accurately and completely, have it signed by an authorized official, and submit to the Department along with your application for funding.

Name of Applicant: **City of Fremont**			
Applicant Address: **400 East Military Avenue**			
City: **Fremont**	**State:** **NE**	**Zip:** **68026**	**Congressional District:** **1**
Applicant DUNS number: **076982131**			
Principal Place of Performance of Proposed Project: **City of Fremont**			
City: **Fremont**	**State:** **NE**	**Zip:** **68026**	**Congressional District:** **1**

Brief Project Description: The City of Fremont is requesting $30,000 of CDBG Comprehensive Development (CD) Phase I funds of which $27,000 a planning study and $3,000 for general administration of the grant. Local matching funds of $9,000 will be provided by The City of Fremont. Leverage of $9,000 is also required. The total project cost is $39,000. All activities will be conducted within the LMI target area. All CDBG funds will benefit low-to-moderate income persons in the community. No person will be displaced as a result of this project.

If certain conditions are met, Applicant must provide names and total compensation of Applicant's top five highly compensated Executives to the Department. Please answer question number 1, and follow the instructions. If directed to answer question 2, please answer question 2 and follow instructions.

1. **In Applicant's previous fiscal year, did Applicant receive (a) 80 percent or more of Applicant's annual gross revenues in U.S. federal contracts and subcontracts and other federal financial assistance subject to the Transparency Act, as defined in 2 C.F.R. 170.320; AND (b) $25,000,000 or more in annual gross revenues from contracts and subcontracts and other federal financial assistance subject to the Transparency Act, as defined in 2 C.F.R. 170.320?**

Yes ☐ If yes, answer question 2 below.

No ☒ If no, stop, you are not required to report names and compensation. Please sign and submit form to the Department.

2. **Does the public have access to information about the compensation of Applicant's senior executives through periodic reports filed under section 13(a) or 15(d) of the Security Exchange Act of 1934 (15 U.S.C. 78(m)(a), 78o(d)), or section 6104 of the Internal Revenue Code of 1986?**

Yes ☐ If yes, stop, you are not required to report names and compensation. Please sign and submit form to the Department.

No ☐ If no, you are required to report names and compensation. Please fill out the remainder of this form.

Please provide the names and Total Compensation of the top five most highly compensated Executives in the space below.
(NOTE: Executive means officers, managing partners, or any other employees in management positions. Total Compensation means the cash and noncash dollar value earned by the Executive during the Applicant's preceding fiscal year and includes salary and bonus, awards of stock, stock options, and stock appreciation rights; earnings for services under non-equity incentive plans, change in pension value, above market earnings on deferred compensation which is not tax-qualified; and other compensation exceeding $10,000 as defined in Appendix A to 2 C.F.R. Part 170.)

Name:	**Total Compensation:**
Name:	**Total Compensation:**
Name:	**Total Compensation:**
Name:	**Total Compensation:**
The Applicant certifies that the information contained on this form is true and	***DED USE***

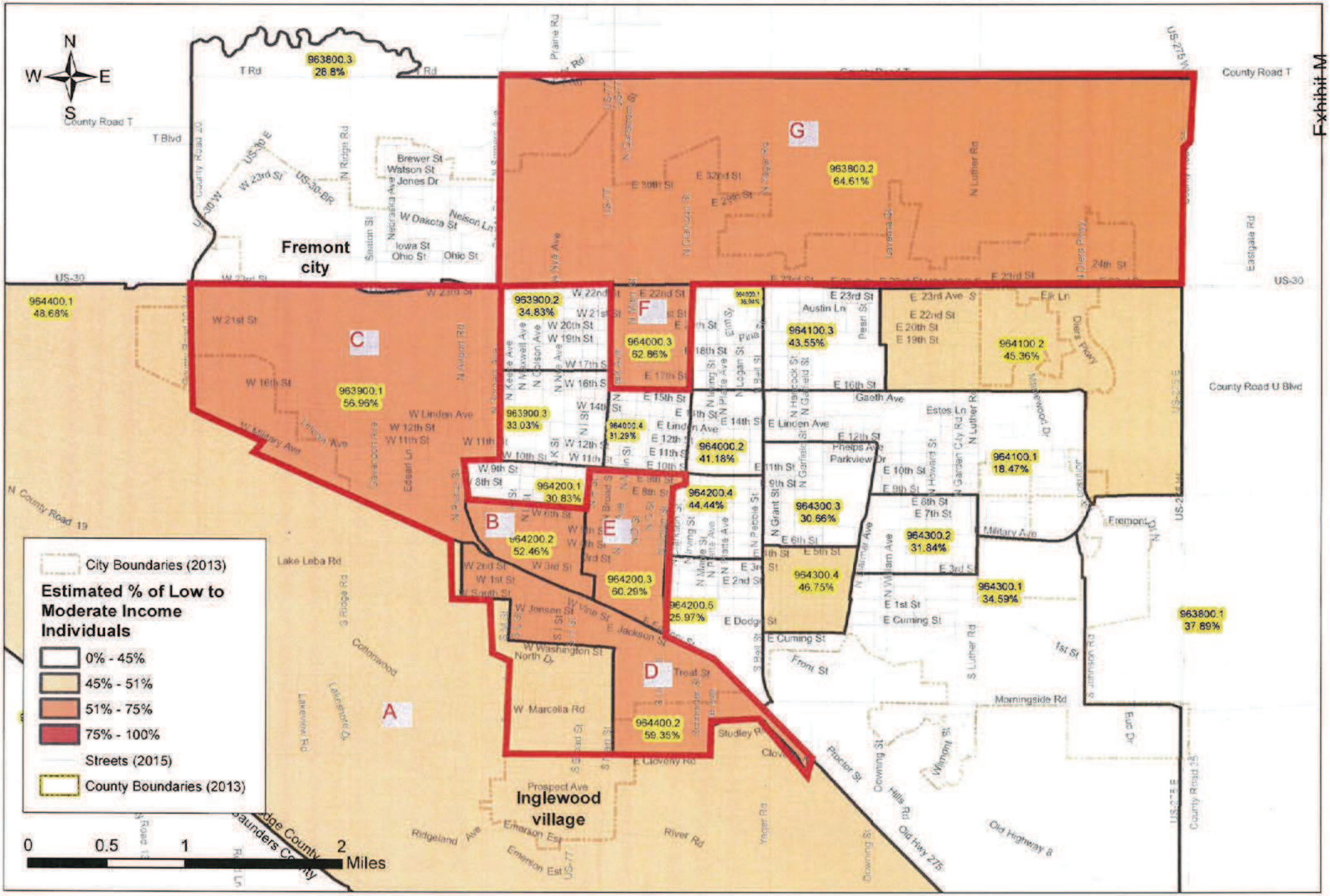
Signed: _____

Title: **Mayor**

Date: _____

EXHIBIT L

Estimated Percentage of Low to Moderate Income Individuals in Fremont city



Sources: U.S. Department of Housing and Urban Development FY 2015 LMISD by State - All Block Groups, Based on 2006-2010 American Community Survey
ESRI Business Analyst 2013-15 | Navteq 2015 Q1

Fremont CD target A-G - 57.33% LMI (see attached data)

Exhibit M

Area Identifier	GEOID	geoname	stusab	countyname	state	county	tract	blkgrp	low	lowmod	LMMI	lowmoduniv	lowmod_pct
A	310539644001	Block Group 1, Census Tract 9644, Dodge County, Nebraska	NE	Dodge County	31	053	964400	1	635	920	1305	1890	0.4868
B	310539642002	Block Group 2, Census Tract 9642, Dodge County, Nebraska	NE	Dodge County	31	053	964200	2	185	320	500	610	0.5246
C	310539639001	Block Group 1, Census Tract 9639, Dodge County, Nebraska	NE	Dodge County	31	053	963900	1	315	675	750	1185	0.5696
D	310539644002	Block Group 2, Census Tract 9644, Dodge County, Nebraska	NE	Dodge County	31	053	964400	2	295	635	790	1070	0.5935
E	310539642003	Block Group 3, Census Tract 9642, Dodge County, Nebraska	NE	Dodge County	31	053	964200	3	305	410	555	680	0.6029
F	310539640003	Block Group 3, Census Tract 9640, Dodge County, Nebraska	NE	Dodge County	31	053	964000	3	145	770	815	1225	0.6286
G	310539638002	Block Group 2, Census Tract 9638, Dodge County, Nebraska	NE	Dodge County	31	053	963800	2	645	785	1020	1215	0.6461
				Sum of the combined target area (A-C)						**4515**		**7875**	**0.5733**

Data Source: https://www.hudexchange.info/manage-a-program/acs-low-mod-summary-data-block-groups-places/

Exhibit M

SAM Search Results
List of records matching your search for :
Record Status: Active
DUNS Number: 076982131
Functional Area: Entity Management, Performance Information

ENTITY	FREMONT, CITY OF	Status:Active
DUNS: 076982131 +4:	CAGE Code: 5MGC5	DoDAAC:
Expiration Date: Apr 4, 2017	Has Active Exclusion?: No	Delinquent Federal Debt?: No
Address: 400 E MILITARY AVE City: FREMONT ZIP Code: 68025-5141	State/Province: NEBRASKA Country: UNITED STATES	

Exhibit N

FOUR FACTOR ANALYSIS

ASSESSING

LIMITED ENGLISH PROFICIENCY

AND

LANGUAGE ASSISTANCE PLAN

PREPARED BY

City of Fremont

FOR

THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

EXHIBIT O-1

A. POLICY STATEMENT

It is the policy of the City of Fremont to take reasonable steps to provide meaningful access to its programs and activities for persons with Limited English Proficiency (LEP). The City of Fremont's policy is to ensure that staff will communicate effectively with LEP individuals, and LEP individuals will have access to important programs and information. City of Fremont is committed to complying with federal requirements in providing free meaningful access to its programs and activities for LEP persons.

B. HISTORY

Title VI of the Civil Rights Act of 1964 is the federal law which protects individuals from discrimination on the basis of their race, color, or national origin in programs that receive federal financial assistance. In certain situations, failure to ensure that persons who have Limited English Proficiency can effectively participate in, or benefit from, federally assisted programs may violate Title VI's prohibition against national origin discrimination.

Persons who, as a result of national origin, do not speak English as their primary language and who have limited ability to speak, read, write, or understand English may be entitled to language assistance under Title VI in order to receive a particular service, benefit, or encounter.

On August 11, 2000, Executive Order 13166, titled, "Improving Access to Services by Persons with Limited English Proficiency," was issued. Executive Order 13166 requires federal agencies to assess and address the needs of otherwise eligible persons seeking access to federally conducted programs and activities who, due to LEP cannot fully and equally participate in or benefit from those programs and activities. Section 2 of the Executive Order 13166 directs each federal department or agency "to prepare a plan to improve access to…federally conducted programs and activities by eligible LEP persons…."

C. DEFINITIONS

Beneficiary: The ultimate consumer of HUD programs and receives benefits from a HUD Recipient or Sub-recipient.

Limited English Proficient Person (LEP): Individuals who do not speak English as their primary language and who have a limited ability to read, write, speak, or understand English because of national origin.

Language Assistance Plan (LAP): A written implementation plan that addresses identified needs of the LEP persons served.

Recipient: Any political subdivision of the State of Nebraska, or an eligible nonprofit organization, to whom Federal financial assistance is extended for any program or activity, or who otherwise participates in carrying out such program or activity, including any successor, assign or transferee thereof, but such term does not include any Beneficiary under any such program.
Sub-recipient: Any public or private agency, institution, organization, or other entity to whom Federal financial assistance is extended, through another Recipient, for any program or activity, or who otherwise participates in carrying out such program or activity but such term does not include any Beneficiary under any such program.

Vital Document: Any document that is critical for ensuring meaningful access to the Recipient's major activities and programs by Beneficiaries generally and LEP persons specifically.

D. FRAMEWORK & METHODOLOGY

This Four Factor Analysis is the first step in providing meaningful access to federally funded programs for LEP persons. The Four Factor Analysis completed by City of Fremont addresses the following:

1. The number or proportion of LEP persons eligible to be serviced or likely to be encountered by City of Fremont
2. The frequency with which LEP persons using a particular language come in contact with City of Fremont
3. The nature and importance of the City of Fremont program or activity provided to the individual's life; and
4. The resources available to City of Fremont, and costs associated with providing LEP services.

E. FOUR FACTOR ANALYSIS

1. The number or proportion of LEP persons eligible to be served or likely to be encountered by City of Fremont.

The 2009-2013 American Community Survey 5 year estimates indicate that out of the 24,641 residents, 6.29% (1,551 residents) Spanish speakers report speaking English less that "very well". Less than 0.03% of French speakers reported speaking English less that "very well". Less than 0.27% of Japanese speakers reported speaking English less that "very well". Less than 0.08% of Slavic speakers reported speaking English less that "very well". Less than 0.07% of Chinese speakers reported speaking English less that "very well". Less than 0.03% of Tagalog speakers reported speaking English less that "very well". Less than 0.09% of Vietnamese speakers reported speaking English less that "very well". No other language groups reported numbers speaking English less that "very well". The LAP plan will address Spanish (6.29% and 1,551 residents) which is the only language group reported speaking English less that very well.

2. The frequency with which LEP persons using a particular language come in contact with City of Fremont.

During previous housing rehabilitation application cycles, there have not been any applicants requesting or requiring oral or written translation services.

3. The nature and importance of the City of Fremont program or activity provided to the individual's life.

Through this CR grant application, the City contracts with the Northeast Nebraska Economic Development District for housing management services for the rehabilitation of two single family housing units and three single family rental units.

4. The resources available to City of Fremont, and costs associated providing LEP services.

Northeast Nebraska Economic Development District provides program promotional materials and applications which will be translated to Spanish.

As a result of the Four Factor Analysis, City of Fremont has determined a Language Assistance Plan is needed: ☑ YES ☐NO

F. LANGUAGE ASSISTANCE PLAN

As a result of the preceding Four Factor Analysis, the City of Fremont has developed a Language Assistance Plan. The Language Assistance Plan addresses the identified needs of the LEP persons the City of Fremont serves, the process by which the City of Fremont will monitor and update the LAP.

The City of Fremont understands that the actions the City of Fremont is expected to take to meet its LEP obligations depend upon the results of the Four Factor Analysis including the services the City of Fremont offers, the City of Fremont's service area, the resources the City of Fremont possesses, and the costs of various language service options. However, the City of Fremont is to take reasonable steps to ensure meaningful access to LEP persons. The meaningful access is based upon a reasonableness standard that is both flexible and fact-dependent.

1. The procedures the City of Fremont will use to identify LEP persons with whom the City of Fremont has contact, the size of LEP populations, and the languages of LEP populations.

The City of Fremont has defined LEP as anyone whose primary language is not English, and has a limited ability to read, write, speak or understand English. The City of Fremont will not identify anyone as LEP; the beneficiaries of the services and activities must identify themselves as LEP in accordance with the procedures outlined in Federal Register Vol. 72, No. 13/ Monday, January 22, 2007/Notices p. 2732.

It was determined through review of the U.S. Census Bureau's 2009-2013 America Community Survey 5-year estimate indicates that Fremont has a population of 24,641 with 21,441 speaking only English. There are 1,551 Hispanic or Latino-speaking persons over the age of five years in Fremont who may speak English less than "very well". The next language group was Japanese with 67 or 0.28% of the City population.

2. Points and types of contact the City of Fremont may have with LEP persons.

Guidance provided by HUD states that written translations of vital documents should be provided for each eligible LEP language group that constitutes 5% or 1,000, whichever is less, of the population of persons eligible to be served or likely to be affected or encountered.

The City of Fremont has determined that because there are more than 1,000 Hispanic or Latino residents, who may speak English less than very well, the City, will translate vital CDBG documents into Spanish. Other language groups in the City of Fremont had few LEP persons and therefore did not meet the threshold to require written translation of vital documents into those languages. The City of Fremont will provide oral interpretation as needed to all LEP persons requesting such services.

The City of Fremont will provide the appropriate level of oral interpretation and written translation services based on the four factor analysis.

3. Ways in which language assistance will be provided by the City of Fremont, and the plan for outreach to LEP populations.

Access to Meetings, Information, and Records Notification to the Public

Public Hearings and listening sessions for capital projects and planning shall be published with instructions for obtaining translation services (written or oral) printed in the most common language, after English, and any language reflecting more than 1% of the reported municipal population.

Example: Individuals requiring physical or sensory accommodations including interpreter service, Braille, large print, or recorded materials, please contact the (Name of Staff Person) at (address, phone number) no later than (date).

Los individuos que requieren alojamiento físicas o sensoriales que incluyen servicio de intérprete, Braille, letra grande o materiales grabados, por favor póngase en contacto con (Name of Staff Person) en (address, phone number) a más tardar el (date).

Direct mailing to citizens regarding capital projects and planning shall be printed and sent in English, the most common secondary language, and any language reflecting more than 1% of the reported municipal population in the target area.

Oral Interpretation Services

The following describes the process the City of Fremont staff will use when receiving LEP individuals through telephone communication or in-person visits. This process follows the City's Administrative Procedure for handling LEP individuals.

Telephone Communication

A staff member who receives a call from a LEP individual will assess the primary language needed by the individual. If that staff member is bilingual and speaks a language relevant to the LEP caller, then that staff member will assist the individual. If communication becomes difficult for any reason, the staff member will transfer the call to another City employee having language skills relevant to the LEP caller.

If a City staff member receives a call from a LEP individual and does not speak the language of the caller, the staff member will transfer the call to another member who has the relevant language skills.

If there is not a City staff member that speaks a language relevant to the LEP caller, then the staff member can use the Language Line to communicate with the caller.

In-Person Individual Visit

For in-person visits, staff will assess the language needs of in-person LEP visitors. Staff will be equipped with HUD's "I Speak" language card to facilitate language identification, if necessary. (Education for all City employees in customer service related positions on the appropriate use of the cards will be provided via a staff meeting or when newly hired.)

If no City staff members can effectively assist an LEP individual, then the staff member may utilize the Language Line.

Employees shall document any request made for LEP assistance as well as the action taken and notify Accounting of the use of the Language Line service.

4. The City of Fremont's plan for training staff members on LEP guidance and the LAP, including specific provisions for training staff that are responsible for monitoring Recipients of HUD funding.

The City of Fremont will provide a copy of this plan to City staff in customer service positions, and will also provide training as to its contents and what is required of them under its policies. This training shall

include the types of services available to individuals and how to access them and after substantive changes. New employees will receive this plan and the same training as part of their orientation.

5. **A list of Vital Documents to be translated, the languages into which they will be translated and the timetable for translations.**

Due to financial constraints and undemonstrated need at this time for certain program documents to receive written translation, the City of Fremont will focus its resources on providing written translations for LEP populations with the greatest language needs for essential public information.

The City utilizes HUD's Final Guidance to define "essential public information" as any document that is critical for ensuring meaningful access to the individuals' major activities and programs by beneficiaries generally and LEP persons specifically.

The City uses Google Translate on its website to allow users to translate any page or document on the site to a foreign language, including Spanish. The City recognizes Google Translate does not always provide accurate translations.

6. **The City of Fremont's plan for translating informational materials that detail services and activities provided to Beneficiaries and the City of Fremont's plan for providing appropriately translated notices to LEP persons.**

The City will also seek funding to translate its vital documents into the languages spoken by groups of LEP people in Fremont that exceed 1,000 people. To determine which documents are vital, the City has considered the importance of the program, information or service involved and the consequence to the person with LEP if the information is not provided accurately or in a timely manner. The City has also considered that awareness of rights or services is an important part of "meaningful access."

The City will seek funding to translate documents into Spanish. In selecting translators, the City will bear in mind the skill of translating is different than the skill of interpreting. Nevertheless, like interpreters, translators must be competent. Competency does not necessarily mean formal certification as a translator, but certification is preferable. If a translator is not certified, membership in a professional translation association may be another indicator of competence.

7. **The City of Fremont's plan for providing interpreters for large, medium, small and one-on-one meetings.**

When needed, the City will contract with area vendors to provide in-person interpretation upon request in advance of public hearings.

8. **The City of Fremont's plan for developing community resources, partnerships, and other relationships to help with the provision of language services.**

The City of Fremont shall promote an organizational culture which supports the LEP Assistance Plan by encouraging hiring of bilingual employees. The City will consider providing bilingual pay for any qualified employee as approved by the City Administrator. A list of employees and their languages(s) shall be made available to the City's customer service employees.

9. The City of Fremont's plan for monitoring and updating the LAP.

In order to ensure that LEP persons know that the language services described in this Plan are available, the City will post notices on its website and in its lobby in the most common languages that free language assistance is available.

The City will continue to explore and implement other outreach efforts and will keep staff informed.

The City will continue to monitor its LEP services in light of state and federal requirements, changes to the City's documents and procedures, changes to the composition of the City's LEP population, and the effectiveness of its language translation services. This Plan will be updated periodically based on the City's findings.

AVAILABLE LEP RESOURCES

HUD Frequently Asked Questions on the Final LEP Guidance: http://portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_equal_opp/promotingfh/lep-faq

HUD's LEP Website:
http://www.hud.gov/offices/fheo/lep.xml

Federal LEP Website:
http://www.lep.gov/

LEP and Title VI Videos:
http://www.lep.gov/video/video.html

"I Speak" Card:
http://www.lep.gov/ISpeakCards2004.pdf

COMPLAINTS

If you believe that you have been denied the benefits of this Language Assistance Plan, you may file a written complaint by mail to:

All complaints regarding access or alleged discrimination shall be submitted in writing to the City Administrator. The Administrator shall establish procedures for hearing complaints, requests or suggestions from persons, regarding language barriers to accessing and participating in the public services, activities, functions, and facilities in the community on an individual basis. The Administrator shall issue a written recommendation within thirty (30) days of notification of complaint.

If the complaint cannot be resolved to the satisfaction of the complainant, it will then be heard by the City Council. A determination shall be made within thirty (30) days of the hearing. The City Council's decision is final.

EXHIBIT O-1

A record of the action taken shall be maintained as a part of the records or minutes at each level of the grievance process. Use of this grievance procedure is not a prerequisite to the pursuit of other remedies nor does it preclude an individual from filing a complaint with other appropriate agencies.

Any person who feels the Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000(d) and Executive Order 13166 regulations were not complied with may file a complaint directly to the Assistant Secretary for Fair Housing and Equal Opportunity at the following address (or as otherwise directed by HUD):

Betty J. Bottiger
Director, Region VII Office of Fair Housing and Equal Opportunity
U. S. Department of Housing and Urban Development
400 State Avenue
Kansas City, Kansas 66101-2406
Betty.Bottiger@hud.gov

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Erin Smith, Accounting Associate

DATE: August 25, 2016

SUBJECT: **Resolution authorizing the Mayor to sign Community Development Block Grant Comprehensive Development Phase I Planning Study Grant application**

Recommendation: 1) Move to approve resolution

Background: The City of Fremont is requesting $30,000 of which $27,000 will be used for Planning within the project LMI Census target area and $3,000 for general administration of the grant. The total planning project budget is $39,000 with the local matching funds of $9,000 to be provided by the City of Fremont for the planning study. CDBG funds will benefit low – and moderate – income people or improve blighted area through the removal of blighted and substandard conditions. The City does not see any persons being displaced as a result of this plan, but will follow their approved plan for minimizing displacement of people as a result of CDBG activities and for assisting persons(s) actually displaced. The grant will also require an additional leverage of $9,000 within the target area which will provide benefit to LMI persons.

Fiscal Impact: $9,000 of City funds are needed for the matching funds. This is an unbudgeted item in 2017 as this study grant was not anticipated when the two-year budget was developed last year. However, the Council approved an additional $50,000 in the General Fund contingency account for 2017 just for cases like this. Should the City be awarded this grant, appropriation for the City's match would come from the General Fund Contingency.

RESOLUTION NO. _____

A Resolution of the City Council of the City of Fremont, Nebraska, authorizing the Chief Elected Official to sign the application and necessary documents for Community Development Block Grant Comprehensive Development Phase I Planning Study Grant application

WHEREAS, the City of Fremont, Nebraska, is an eligible unit of a general local government authorized to file an application under the Housing and Community Development Act of 1974 as amended for Small Cities Community Development Block Grant Program; and,

WHEREAS, the City of Fremont, Nebraska, has conducted public hearing(s) upon the proposed application and received favorable public comment respecting the application which for an amount of $30,000 for CDBG Phase I Planning Study; and,

NOW, THEREFORE BE IT RESOLVED, the City Council of the City of Fremont, that the Mayor be authorized and directed to proceed with the formulation of any and all contacts, documents or other memoranda between the City of Fremont and the Nebraska Department of Economic Development so as to effect acceptance of the grant application.

PASSED AND APPROVED THIS _____ DAY OF _____, 2016

_____
Scott Getzschman, Mayor

ATTEST:

_____
Tyler Ficken
City Clerk

COMMUNITY DEVELOPMENT AGENCY
August 9, 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, Anderson, Johnson, and Kuhns present. 7 Members present.

Consideration of Resolution amending the Redevelopment Plan for the 23rd & Bell Redevelopment Area and Cost Benefit Analysis. Roll call vote.Committee Member Johnson moved, seconded by Committee Member Landholm to approve Resolution 2016-010. 7 ayes. Motion carried.

Moved by Committee Member Anderson seconded by Committee Member Schaller to adjourn the meeting. Roll call vote: 7 ayes. Motion carried. Meeting adjourned at 7:23 p.m.

CITY COUNCIL MEETING
August 9, 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, Bixby, Landholm, Johnson, Kuhns, Schaller and Anderson present. 7 Council Members present.

Moved by Council Member Schaller seconded by Council Member Kuhns to approve items 4 through 21. Roll Call Vote. Council Members Bixby, Legband, Landholm, Anderson, Johnson, Kuhns, and Schaller voting Aye. 8 Ayes. Motion carried.

4. Dispense with and approve July 19, 2016 minutes and July 26, 2016 minutes
5. Approval of July 27 through August 9, 2016 claims and authorize checks to be drawn on the proper accounts
6. Consideration of Firefighter Muscular Dystrophy Association donation collection request
7. Resolution for Keep Fremont Beautiful metal drop location request
8. Move to receive report of the Treasury
9. Consideration to receive Nebraska Department of Economic Development Planning Civic and Community Center Financing Fund Grant for the City Auditorium
10. Consideration to renew contract with SirsiDynix for integrated library system software
11. Consideration to allow the Police Department to apply for Breath Tester Mini Grant
12. Consider recommendation and Resolution for professional services contract for forensic accounting services for Lon D. Wright Power Plant Turbine property loss claim
13. Consideration of Resolution awarding bid for compost turner to Power Screenings

(Komptech X55)

14. Consideration of Resolution awarding contract to Hydro Klean for Sanitary Sewer Repair and Lining
15. Approve acknowledgement of the Tort Claim filed by Becki Brown
16. Approve acknowledgement of the Tort Claim filed by Karen Guarino
17. Approve acknowledgement of the Tort Claim filed by Gilbert Llerenas
18. Approve acknowledgement of the Tort Claim filed by Lawrence Weinardt
19. Approve acknowledgement of the Tort Claim filed by Ruth Wentworth
20. Receive Year to Date Financial Reports for June 2016
21. Consider Resolution for renewal of League Association of Risk Management (LARM) Pool membership/insurance renewal for 2016-2017 policy year

Resolution to award audit services and Keno annual agreed-upon procedures to BKD LLP. Moved by Council Member Legband seconded by Council Member Johnson to approve Resolution 2016-141. Roll Call Vote. Council Members Bixby, Legband, Landholm, Anderson, Johnson, Kuhns, and Schaller voting Aye. 7 Ayes. Motion carried.

Second reading of Ordinance for revision of government salary 2016-2017. The City Clerk provided second reading.

Second reading of Ordinance for Department of Utilities salary 2016-2017. The City Clerk provided second reading.

Consideration of Resolution amending the Redevelopment Plan for the 23rd & Bell Redevelopment Area and Cost Benefit Analysis. Moved by Council Member Legband seconded by Council Member Johnson to approve Resolution 2016-142. Roll Call Vote. Council Members Bixby, Legband, Landholm, Anderson, Johnson, Kuhns, and Schaller voting Aye. 7 Ayes. Motion carried.

Final reading of Ordinance to amend subdivision Ordinance related to providing for drainage of subdivision lots. Moved by Council Member Schaller seconded by Council Member Landholm to continue the item for two weeks. Roll Call Vote. Council Members Bixby, Legband, Landholm, Anderson, Johnson, Kuhns, and Schaller voting Aye. 7 Ayes. Motion carried.

Second reading 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. The City Clerk provided second reading.

Moved by Council Member Kuhns seconded by Council Member Legband to adjourn the meeting. Roll call vote: 8 ayes. Motion carried. Meeting adjourned at 8:38 p.m.

I, Tyler Ficken, the undersigned City Clerk, hereby certify that the foregoing is a true and correct copy of the proceedings had and done by the Mayor and Council; that all of the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and available for public inspection at the office of the Clerk; that such agenda items were sufficiently

descriptive to give the public reasonable notice of the matters to be considered at the meeting; that such subjects were contained in said agenda at least twenty-four hours prior to said meeting; that at least one copy of all reproducible material discussed at the meeting was available at the meeting for examination and copying by the members of the public; that the said minutes were in written form and available for public inspection within ten working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meeting and the subjects to be discussed at said meeting and that a current copy of the Nebraska Open Meetings Act was available and accessible to members of the public, posted during such meeting in the room in which such meeting was held.

Tyler Ficken, City Clerk

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Jody Sanders, CPA, Director of Finance

DATE: August 25, 2016

SUBJECT: Claims

Recommendation: Move to approve August 10 through August 30, 2016 claims and authorize checks to be drawn on the proper accounts.

Background: Council will review claims via email August 25, 2016.

Fiscal Impact: Claims total $ 1,748,016.09.

PREPARED 08/10/2016 10:06:53 EXPENDITURE APPROVAL LIST
PROGRAM: GM339L REPORT PARAMETER SELECTIONS

EAL DESCRIPTION: EAL: 08102016 SHEETSJ

PAYMENT TYPES

Checks	Y
EFTs	Y
ePayables	Y

VOUCHER SELECTION CRITERIA

Voucher/discount due date	08/11/2016
All banks	A

REPORT SEQUENCE OPTIONS:

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

This report is by: Bank/Vendor

Process by bank code? (Y,N)	Y
Print reports in vendor name sequence? (Y,N)	Y
Calendar year for 1099 withholding	2016
Disbursement year/per	2016/11
Payment date	08/10/2016

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0000584	00	CEI							
20160811		PR0811		00	08/11/2016	001-0000-201.00-00	PAYROLL SUMMARY	EFT:	131,994.10
							VENDOR TOTAL *	.00	131,994.10
0006518	00	COATES, RICK (CREDITOR)							
20160811		PR0811		00	08/11/2016	001-0000-201.00-00	PAYROLL SUMMARY	27.31	
							VENDOR TOTAL *	27.31	
0004234	00	DEPARTMENT OF UTILITIES C S							
20160811		PR0811		00	08/11/2016	001-0000-201.00-00	PAYROLL SUMMARY	EFT:	1,829.76
							VENDOR TOTAL *	.00	1,829.76
0005193	00	DEPARTMENT OF UTILITIES PAYROLL							
20160811		PR0811		00	08/11/2016	001-0000-201.00-00	PAYROLL SUMMARY	EFT:	56,613.65
							VENDOR TOTAL *	.00	56,613.65
0004005	00	GENERAL SERVICE BUREAU INC							
20160811		PR0811		00	08/11/2016	001-0000-201.00-00	PAYROLL SUMMARY	198.92	
							VENDOR TOTAL *	198.92	
0004629	00	INTERNAL REVENUE SERVICE **EFT**							
20160811		PR0811		00	08/11/2016	001-0000-201.00-00	PAYROLL SUMMARY	84,187.31	
							VENDOR TOTAL *	84,187.31	
				00	General Fund		BANK TOTAL *	84,413.54	190,437.51

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0005708	00	REGIONAL CARE INC							
08/08/16	MANUAL000698			01	08/08/2016	060-0660-444.70-01	08/08/16 AUTO CLAIMS	CHECK #: 100805	1,936.41
							VENDOR TOTAL *	.00	1,936.41
				01	Employee Benefits		BANK TOTAL *	.00	1,936.41
							HAND ISSUED TOTAL ***		1,936.41
							EFT/EPAY TOTAL ***		190,437.51
							TOTAL EXPENDITURES ****	84,413.54	192,373.92
						GRAND TOTAL	**********		276,787.46

Account Number	Employee Name	Social Security	Deposit Amount

Final Total 254,926.80 Count 323

PREPARED 08/24/2016 11:27:50 EXPENDITURE APPROVAL LIST
PROGRAM: GM339L REPORT PARAMETER SELECTIONS

EAL DESCRIPTION: EAL: 08242016 SHEETSJ

PAYMENT TYPES

Checks	Y
EFTs	Y
ePayables	Y

VOUCHER SELECTION CRITERIA

Voucher/discount due date	08/25/2016
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	2016/11
Payment date	08/24/2016

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0000584	00	CEI							
20160825		PR0825		00	08/25/2016	001-0000-201.00-00	PAYROLL SUMMARY	EFT:	128,683.44
							VENDOR TOTAL *	.00	128,683.44
0006518	00	COATES, RICK (CREDITOR)							
20160825		PR0825		00	08/25/2016	001-0000-201.00-00	PAYROLL SUMMARY	27.31	
							VENDOR TOTAL *	27.31	
0006466	00	CREDIT BUREAU SERVICES INC							
20160825		PR0825		00	08/25/2016	001-0000-201.00-00	PAYROLL SUMMARY	205.62	
							VENDOR TOTAL *	205.62	
0004234	00	DEPARTMENT OF UTILITIES C S							
20160825		PR0825		00	08/25/2016	001-0000-201.00-00	PAYROLL SUMMARY	EFT:	1,829.76
							VENDOR TOTAL *	.00	1,829.76
0005193	00	DEPARTMENT OF UTILITIES PAYROLL							
20160825		PR0825		00	08/25/2016	001-0000-201.00-00	PAYROLL SUMMARY	EFT:	54,166.95
							VENDOR TOTAL *	.00	54,166.95
0001070	00	DODGE COUNTY REGISTER OF DEEDS							
201603809		PI6275	032007	00	08/25/2016	040-2037-452.45-20	BLANKET PURCHASE ORDER	16.00	
							VENDOR TOTAL *	16.00	
0003226	00	FRATERNAL ORDER OF POLICE #37							
20160811		PR0811		00	08/25/2016	001-0000-201.00-00	PAYROLL SUMMARY	960.00	
20160825		PR0825		00	08/25/2016	001-0000-201.00-00	PAYROLL SUMMARY	960.00	
							VENDOR TOTAL *	1,920.00	
0004005	00	GENERAL SERVICE BUREAU INC							
20160825		PR0825		00	08/25/2016	001-0000-201.00-00	PAYROLL SUMMARY	217.78	
							VENDOR TOTAL *	217.78	
0004629	00	INTERNAL REVENUE SERVICE **EFT**							
20160825		PR0825		00	08/25/2016	001-0000-201.00-00	PAYROLL SUMMARY	79,484.03	
							VENDOR TOTAL *	79,484.03	
0003074	00	JACKSON SERVICES INC							
20160825		PR0825		00	08/25/2016	001-0000-201.00-00	PAYROLL SUMMARY	129.11	
							VENDOR TOTAL *	129.11	
0003205	00	NEBR PUBLIC EMPLOYEES LOCAL 251							
20160811		PR0811		00	08/25/2016	001-0000-201.00-00	PAYROLL SUMMARY	280.00	
20160825		PR0825		00	08/25/2016	001-0000-201.00-00	PAYROLL SUMMARY	280.00	
							VENDOR TOTAL *	560.00	
0006579	00	RISE BROADBAND							
0135917	0816	PI6105	033068	00	08/25/2016	029-2034-466.20-99	BLANKET PURCHASE ORDER	83.45	
							VENDOR TOTAL *	83.45	

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
		00 General Fund					BANK TOTAL *	82,643.30	184,680.15

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0005708	00	REGIONAL CARE INC							
08/10/16		MANUAL000702		01	08/10/2016	060-0660-442.70-01	08/10/16 MANUAL CLAIMS	CHECK #: 100806	98,097.43
08/10/16		MANUAL000703		01	08/10/2016	060-0660-443.70-01	08/10/16 MANUAL CLAIMS	CHECK #: 100806	4,685.51
08/10/16		MANUAL000704		01	08/10/2016	060-0660-444.70-01	08/10/16 MANUAL CLAIMS	CHECK #: 100806	459.43
08/10/16		MANUAL000705		01	08/10/2016	060-0660-391.02-00	08/10/16 MANUAL CLAIMS	CHECK #: 100806	214.00-
08/10/16		MANUAL000706		01	08/10/2016	060-0660-391.03-00	08/10/16 MANUAL CLAIMS	CHECK #: 100806	14.00-
08/15/16		MANUAL000707		01	08/15/2016	060-0660-444.70-01	08/15/16 AUTO CLAIMS	CHECK #: 100807	1,597.60
08/17/16		MANUAL000709		01	08/17/2016	060-0660-442.70-01	08/17/16 MANUAL CLAIMS	CHECK #: 100809	65,329.11
08/17/16		MANUAL000710		01	08/17/2016	060-0660-443.70-01	08/17/16 MANUAL CLAIMS	CHECK #: 100809	3,986.67
08/17/16		MANUAL000711		01	08/17/2016	060-0660-444.70-01	08/17/16 MANUAL CLAIMS	CHECK #: 100809	2,816.91
08/22/16		MANUAL000712		01	08/22/2016	060-0660-444.70-01	08/22/16 AUTO CLAIMS	CHECK #: 100810	2,371.04
08/23/16		MANUAL000713		01	08/23/2016	060-0660-442.70-01	08/23/16 MANUAL CLAIMS	CHECK #: 100811	77,660.86
08/23/16		MANUAL000714		01	08/23/2016	060-0660-443.70-01	08/23/16 MANUAL CLAIMS	CHECK #: 100811	3,324.01
08/23/16		MANUAL000715		01	08/23/2016	060-0660-444.70-01	08/23/16 MANUAL CLAIMS	CHECK #: 100811	2,278.19
							VENDOR TOTAL *	.00	262,378.76
0003405	00	WORKERS' COMPENSATION FUND							
20160701		MANUAL000708		01	08/16/2016	061-0000-101.12-00	08/31/16 CLAIMS	CHECK #: 100808	37,942.92
							VENDOR TOTAL *	.00	37,942.92
				01	Employee Benefits		BANK TOTAL *	.00	300,321.68
							HAND ISSUED TOTAL ***		300,321.68
							EFT/EPAY TOTAL ***		184,680.15
							TOTAL EXPENDITURES ****	82,643.30	485,001.83
							GRAND TOTAL **********		567,645.13

Account Number	Employee Name	Social Security	Deposit Amount

Final Total 234,191.01 Count 290

PREPARED 08/25/2016 10:34:17 EXPENDITURE APPROVAL LIST
PROGRAM: GM339L REPORT PARAMETER SELECTIONS

EAL DESCRIPTION: EAL: 08252016 SHEETSJ

PAYMENT TYPES

Checks	Y
EFTs	Y
ePayables	Y

VOUCHER SELECTION CRITERIA

Voucher/discount due date	08/25/2016
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	2016/11
Payment date	08/25/2016

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0001070	00	DODGE COUNTY REGISTER OF DEEDS							
201602627		PI5014		00	07/13/2016	001-1003-415.20-33	BLANKET PURCHASE ORDER CHECK #: 81228		16.00-
201602707		PI5015		00	07/13/2016	001-1003-415.20-33	BLANKET PURCHASE ORDER CHECK #: 81228		10.00-
							VENDOR TOTAL *	.00	26.00-
9999999	00	FEH BILLING INC							
051116		STATE FR000736		00	08/25/2016	001-1206-342.02-00	STATE FARM/AMB REFUND	500.00	
							VENDOR TOTAL *	500.00	
9999999	00	RUSSELL, KENDRA							
132710		RUSSELL 000652		00	07/27/2016	001-0000-202.04-00	KENDRA RUSSELL/CA DEPOSIT CHECK #: 81426		200.00-
							VENDOR TOTAL *	.00	200.00-
9999999	00	RUSSELL, KENDRA							
132710		RUSSELL 000652		00	08/25/2016	001-0000-202.04-00	KENDRA RUSSELL/CA DEPOSIT	200.00	
							VENDOR TOTAL *	200.00	
				00	General Fund		BANK TOTAL *	700.00	226.00-
							HAND ISSUED TOTAL ***		226.00-
							TOTAL EXPENDITURES ****	700.00	226.00-
						GRAND TOTAL	**********		474.00

NOTE: This check is voided on Page 7 of the following report and reissued to State Farm Insurance on Page 15.

PREPARED 08/25/2016 10:48:03 EXPENDITURE APPROVAL LIST
PROGRAM: GM339L REPORT PARAMETER SELECTIONS

EAL DESCRIPTION: EAL: 08252016 SHEETSJ

PAYMENT TYPES

Checks	Y
EFTs	Y
ePayables	Y

VOUCHER SELECTION CRITERIA

Voucher/discount due date	08/31/2016
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	2016/11
Payment date	08/31/2016

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0006360	00	A-PLUSH LAWNS							
8695		PI5980	032917	00	08/31/2016	001-2026-451.20-99	GENERAL	35.00	
8698		PI6096	032917	00	08/31/2016	001-2026-451.20-99	GENERAL	35.00	
8738		PI6211	032917	00	08/31/2016	001-2026-451.20-99	GENERAL	35.00	
8695		PI5981	032917	00	08/31/2016	001-2027-452.20-99	GENERAL	1,600.00	
8698		PI6097	032917	00	08/31/2016	001-2027-452.20-99	GENERAL	1,850.00	
8738		PI6212	032917	00	08/31/2016	001-2027-452.20-99	GENERAL	1,600.00	
8695		PI5982	032917	00	08/31/2016	012-2025-431.20-99	GENERAL	800.00	
8698		PI6098	032917	00	08/31/2016	012-2025-431.20-99	GENERAL	320.00	
8738		PI6213	032917	00	08/31/2016	012-2025-431.20-99	GENERAL	800.00	
							VENDOR TOTAL *	7,075.00	
0000959	00	ACE HARDWARE							
96074/3		PI5943	031963	00	08/31/2016	001-1206-422.30-79	BLANKET PURCHASE ORDER	18.70	
96163/3		PI6001	031963	00	08/31/2016	001-1206-422.20-60	BLANKET PURCHASE ORDER	12.45	
96177/3		PI6002	031963	00	08/31/2016	001-1206-422.30-79	BLANKET PURCHASE ORDER	32.42	
96191/3		PI6057	031963	00	08/31/2016	001-1206-422.30-79	BLANKET PURCHASE ORDER	31.28	
96377/3		PI6162	031963	00	08/31/2016	001-1206-422.30-79	BLANKET PURCHASE ORDER	15.57	
96376/3		PI6195	033465	00	08/31/2016	001-1206-422.40-18	GENERAL	1,931.00	
96118/3		PI5999	031963	00	08/31/2016	001-2027-452.30-33	BLANKET PURCHASE ORDER	1.02	
96118/3		PI6000	031963	00	08/31/2016	001-2027-452.30-49	BLANKET PURCHASE ORDER	68.97	
96207/3		PI6058	031963	00	08/31/2016	001-2027-452.30-49	BLANKET PURCHASE ORDER	57.92	
96049/3		PI5941	031963	00	08/31/2016	012-2025-431.30-44	BLANKET PURCHASE ORDER	19.98	
96239/3		PI6106	031963	00	08/31/2016	012-2025-431.30-32	BLANKET PURCHASE ORDER	9.95	
96239/3		PI6107	031963	00	08/31/2016	012-2025-431.30-44	BLANKET PURCHASE ORDER	3.98	
96239/3		PI6108	031963	00	08/31/2016	012-2025-431.30-56	BLANKET PURCHASE ORDER	49.95	
96239/3		PI6109	031963	00	08/31/2016	012-2025-431.30-76	BLANKET PURCHASE ORDER	6.98	
96049/3		PI5942	031963	00	08/31/2016	029-2034-466.30-79	BLANKET PURCHASE ORDER	6.98	
							VENDOR TOTAL *	2,267.15	
0000960	00	ADAMS OIL INC							
15493		PI6223	033489	00	08/31/2016	001-2027-452.30-44	GENERAL	566.00	
15494		PI6269	033490	00	08/31/2016	001-2042-440.30-44	GENERAL	328.65	
15410		PI6104	033459	00	08/31/2016	012-2025-431.30-44	FIELD PURCHASE ORDER	221.85	
							VENDOR TOTAL *	1,116.50	
9999999	00	ADDINK, JENNIFER							
135683 ADDINK		000716		00	08/31/2016	001-0000-202.04-00	JENNIFER ADDINK/C FIELD	200.00	
							VENDOR TOTAL *	200.00	
0002952	00	ALAMAR UNIFORMS							
516818-01		PI6037	033042	00	08/31/2016	001-1209-421.20-11	GENERAL	13.85	
516818-01		PI6038	033042	00	08/31/2016	001-1209-421.30-52	GENERAL	307.32	
516818-02		PI6039	033042	00	08/31/2016	001-1209-421.20-11	GENERAL	14.90	
516818-02		PI6040	033042	00	08/31/2016	001-1209-421.30-52	GENERAL	603.98	
505887-02		PI6140	032848	00	08/31/2016	001-1209-421.30-52	GENERAL	57.99	
							VENDOR TOTAL *	998.04	
9999999	00	ALLEN, SHIRLEY							

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
9999999	00	ALLEN, SHIRLEY							
136550 ALLEN		000717		00	08/31/2016	001-0000-202.04-00	SHIRLEY ALLEN/CF MTG ROOM	80.00	
							VENDOR TOTAL *	80.00	
0005290	00	AMAZON							
113112888613		PI6182	032209	00	08/31/2016	001-2031-455.30-51	GENERAL	39.13	
							VENDOR TOTAL *	39.13	
0002100	00	ANDERSON AUTO GROUP							
063692		PI6093	032681	00	08/31/2016	001-1209-421.40-20	GENERAL	25,519.00	
063693		PI6094	032681	00	08/31/2016	001-1209-421.40-20	GENERAL	28,614.00	
							VENDOR TOTAL *	54,133.00	
0002869	00	AQUA-CHEM INC							
00006529		PI6053	033034	00	08/31/2016	001-2028-451.30-32	GENERAL	151.90	
0006530		PI5984	033036	00	08/31/2016	001-2030-451.30-32	GENERAL	534.50	
							VENDOR TOTAL *	686.40	
0000983	00	ARPS RED-E-MIX INC							
15182		PI5944	031965	00	08/31/2016	012-2025-431.30-69	BLANKET PURCHASE ORDER	279.50	
15243		PI6003	031965	00	08/31/2016	012-2025-431.30-69	BLANKET PURCHASE ORDER	369.00	
15285		PI6059	031965	00	08/31/2016	012-2025-431.30-69	BLANKET PURCHASE ORDER	860.00	
15328		PI6110	031965	00	08/31/2016	012-2025-431.30-69	BLANKET PURCHASE ORDER	184.00	
15409		PI6225	031965	00	08/31/2016	012-2025-431.30-69	BLANKET PURCHASE ORDER	623.50	
							VENDOR TOTAL *	2,316.00	
0002954	00	ASPHALT AND CONCRETE MATERIALS CO							
00042506		PI6133	032217	00	08/31/2016	012-2025-431.30-69	FIELD PURCHASE ORDER	323.65	
							VENDOR TOTAL *	323.65	
0003298	00	AUTOZONE INC							
1652318114		PI5945	031966	00	08/31/2016	001-2042-440.30-63	BLANKET PURCHASE ORDER	117.99	
							VENDOR TOTAL *	117.99	
0002763	00	BAKER & TAYLOR BOOKS							
2032156910		PI6121	032200	00	08/31/2016	001-2031-455.30-51	GENERAL	504.82	
2032176243		PI6122	032200	00	08/31/2016	001-2031-455.30-51	GENERAL	19.88	
5014212775		PI6166	032200	00	08/31/2016	001-2031-455.30-51	GENERAL	51.82	
5014221399		PI6167	032200	00	08/31/2016	001-2031-455.30-51	GENERAL	140.46	
2032173446		PI6246	032200	00	08/31/2016	001-2031-455.30-51	GENERAL	116.43	
2032203566		PI6247	032200	00	08/31/2016	001-2031-455.30-51	GENERAL	496.26	
2032206991		PI6248	032200	00	08/31/2016	001-2031-455.30-51	GENERAL	126.16	
							VENDOR TOTAL *	1,455.83	
0003423	00	BAKER & TAYLOR ENTERTAINMENT							
B21355020		PI6131	032208	00	08/31/2016	001-2031-455.30-51	GENERAL	86.10	
B21433470		PI6132	032208	00	08/31/2016	001-2031-455.30-51	GENERAL	14.35	
B17324310		PI6178	032208	00	08/31/2016	001-2031-455.30-51	GENERAL	170.50	
B21860720		PI6179	032208	00	08/31/2016	001-2031-455.30-51	GENERAL	99.60	

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0003423	00	BAKER & TAYLOR ENTERTAINMENT							
B22049670		PI6180	032208	00	08/31/2016	001-2031-455.30-51	GENERAL	43.05	
B22529330		PI6181	032208	00	08/31/2016	001-2031-455.30-51	GENERAL	14.35	
B22430580		PI6252	032208	00	08/31/2016	001-2031-455.30-51	GENERAL	14.35	
							VENDOR TOTAL *	442.30	
0004311	00	BAUER BUILT INC							
880046883		PI6048	033449	00	08/31/2016	001-1209-421.20-60	FIELD PURCHASE ORDER	68.00	
880046883		PI6049	033449	00	08/31/2016	001-1209-421.30-63	FIELD PURCHASE ORDER	281.72	
880047203		PI6201	031967	00	08/31/2016	001-1209-421.20-60	BLANKET PURCHASE ORDER	10.00	
880047203		PI6202	031967	00	08/31/2016	001-1209-421.30-63	BLANKET PURCHASE ORDER	5.00	
880046914		PI6060	031967	00	08/31/2016	012-2025-431.30-63	BLANKET PURCHASE ORDER	231.00	
880046932		PI6061	031967	00	08/31/2016	012-2025-431.20-60	BLANKET PURCHASE ORDER	150.00	
880046932		PI6062	031967	00	08/31/2016	012-2025-431.30-63	BLANKET PURCHASE ORDER	42.00	
880046968		PI6063	031967	00	08/31/2016	012-2025-431.20-60	BLANKET PURCHASE ORDER	11.00	
880046968		PI6064	031967	00	08/31/2016	012-2025-431.30-63	BLANKET PURCHASE ORDER	5.00	
							VENDOR TOTAL *	803.72	
9999999	00	BEAM, KIM							
134898 BEAM		000718		00	08/31/2016	001-0000-202.04-00	KIM BEAM/CA DEPOSIT	200.00	
							VENDOR TOTAL *	200.00	
0002977	00	BEST CARE EMPLOYEE ASSISTANCE							
85-3742		PI6198	033494	00	08/31/2016	001-1007-415.20-99	GENERAL	5,786.75	
							VENDOR TOTAL *	5,786.75	
0000994	00	BIG B'S COPIES							
67752		PI6004	031968	00	08/31/2016	001-1003-415.30-31	BLANKET PURCHASE ORDER	23.99	
							VENDOR TOTAL *	23.99	
9999999	00	BOMAR, BRYAN							
136559 BOMAR		000719		00	08/31/2016	001-0000-202.04-00	BRYAN BOMAR/CF MTG ROOM	100.00	
							VENDOR TOTAL *	100.00	
0004035	00	BOMGAARS SUPPLY INC							
16168652		PI6163	031969	00	08/31/2016	001-2026-451.30-56	BLANKET PURCHASE ORDER	199.98	
16165225		PI5946	031969	00	08/31/2016	001-2027-452.30-44	BLANKET PURCHASE ORDER	63.80	
16165225		PI5947	031969	00	08/31/2016	001-2027-452.30-49	BLANKET PURCHASE ORDER	14.99	
16165225		PI5948	031969	00	08/31/2016	001-2027-452.30-56	BLANKET PURCHASE ORDER	49.75	
16165668		PI6005	031969	00	08/31/2016	001-2027-452.30-49	BLANKET PURCHASE ORDER	19.98	
16166634		PI6067	031969	00	08/31/2016	001-2027-452.30-49	BLANKET PURCHASE ORDER	46.18	
16168975		PI6203	031969	00	08/31/2016	001-2027-452.30-56	BLANKET PURCHASE ORDER	23.98	
16166631		PI6065	031969	00	08/31/2016	012-2025-431.30-44	BLANKET PURCHASE ORDER	74.99	
16166631		PI6066	031969	00	08/31/2016	012-2025-431.30-63	BLANKET PURCHASE ORDER	129.96	
16167017		PI6111	031969	00	08/31/2016	012-2025-431.30-56	BLANKET PURCHASE ORDER	20.33	
16167352		PI6112	031969	00	08/31/2016	012-2025-431.30-56	BLANKET PURCHASE ORDER	8.37	
16167352		PI6113	031969	00	08/31/2016	012-2025-431.30-79	BLANKET PURCHASE ORDER	32.00	
							VENDOR TOTAL *	684.31	

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0003427	00	BRODART CO							
B4597911		PI6123	032201	00	08/31/2016	001-2031-455.30-51	GENERAL	62.38	
B4602069		PI6124	032201	00	08/31/2016	001-2031-455.30-51	GENERAL	184.07	
B4603375		PI6125	032201	00	08/31/2016	001-2031-455.30-51	GENERAL	248.91	
B4607769		PI6126	032201	00	08/31/2016	001-2031-455.30-51	GENERAL	171.41	
B4610068		PI6127	032201	00	08/31/2016	001-2031-455.30-51	GENERAL	175.98	
B4615146		PI6128	032201	00	08/31/2016	001-2031-455.30-51	GENERAL	623.02	
B4617089		PI6168	032201	00	08/31/2016	001-2031-455.30-51	GENERAL	277.40	
B4623010		PI6169	032201	00	08/31/2016	001-2031-455.30-51	GENERAL	272.00	
B4623220		PI6170	032201	00	08/31/2016	001-2031-455.30-51	GENERAL	153.62	
B4625274		PI6171	032201	00	08/31/2016	001-2031-455.30-51	GENERAL	14.26	
B4628911		PI6172	032201	00	08/31/2016	001-2031-455.30-51	GENERAL	876.07	
							VENDOR TOTAL *	3,059.12	
0006534	00	CAPPEL AUTO SUPPLY INC							
196363		PI6259	032252	00	08/31/2016	001-1206-422.30-63	BLANKET PURCHASE ORDER	20.83	
195059		PI5976	032252	00	08/31/2016	001-1209-421.30-63	BLANKET PURCHASE ORDER	14.43	
195271		PI6029	032252	00	08/31/2016	001-1209-421.30-63	BLANKET PURCHASE ORDER	4.50	
195474		PI6083	032252	00	08/31/2016	001-1209-421.30-63	BLANKET PURCHASE ORDER	35.88	
196361		PI6256	032252	00	08/31/2016	001-1209-421.30-63	BLANKET PURCHASE ORDER	192.80	
193919		PI5974	032252	00	08/31/2016	001-2027-452.30-56	BLANKET PURCHASE ORDER	39.41	
194144		PI5975	032252	00	08/31/2016	001-2027-452.30-56	BLANKET PURCHASE ORDER	11.33-	
195763		PI6135	032252	00	08/31/2016	001-2027-452.30-56	BLANKET PURCHASE ORDER	45.03	
195831		PI6136	032252	00	08/31/2016	001-2027-452.30-63	BLANKET PURCHASE ORDER	116.41	
196099		PI6183	032252	00	08/31/2016	001-2027-452.30-63	BLANKET PURCHASE ORDER	9.11	
196277		PI6184	032252	00	08/31/2016	001-2027-452.30-63	BLANKET PURCHASE ORDER	11.10	
195124		PI5977	032252	00	08/31/2016	012-2025-431.30-56	BLANKET PURCHASE ORDER	14.45	
195167		PI5978	032252	00	08/31/2016	012-2025-431.30-56	BLANKET PURCHASE ORDER	38.68	
195320		PI6030	032252	00	08/31/2016	012-2025-431.30-63	BLANKET PURCHASE ORDER	13.74	
195336		PI6031	032252	00	08/31/2016	012-2025-431.30-63	BLANKET PURCHASE ORDER	27.01	
195370		PI6032	032252	00	08/31/2016	012-2025-431.30-63	BLANKET PURCHASE ORDER	4.39	
195415		PI6033	032252	00	08/31/2016	012-2025-431.30-56	BLANKET PURCHASE ORDER	48.02	
195529		PI6084	032252	00	08/31/2016	012-2025-431.30-56	BLANKET PURCHASE ORDER	55.15	
195541		PI6085	032252	00	08/31/2016	012-2025-431.30-56	BLANKET PURCHASE ORDER	11.84	
195694		PI6134	032252	00	08/31/2016	012-2025-431.30-79	BLANKET PURCHASE ORDER	80.99	
196064		PI6137	032252	00	08/31/2016	012-2025-431.30-63	BLANKET PURCHASE ORDER	19.48	
196084		PI6138	032252	00	08/31/2016	012-2025-431.30-63	BLANKET PURCHASE ORDER	16.92	
196262		PI6207	032252	00	08/31/2016	012-2025-431.30-56	BLANKET PURCHASE ORDER	182.51	
196201		PI6255	032252	00	08/31/2016	012-2025-431.30-63	BLANKET PURCHASE ORDER	61.37	
196361		PI6257	032252	00	08/31/2016	012-2025-431.30-56	BLANKET PURCHASE ORDER	4.74	
196361		PI6258	032252	00	08/31/2016	012-2025-431.30-63	BLANKET PURCHASE ORDER	99.00	
							VENDOR TOTAL *	1,156.46	
0006244	00	CARMICHAEL BUSINESS SYSTEMS							
73508		PI6191	033413	00	08/31/2016	001-1209-421.30-31	GENERAL	898.00	
							VENDOR TOTAL *	898.00	
0005030	00	CENTER POINT LARGE PRINT							
1392865		PI6130	032203	00	08/31/2016	001-2031-455.30-51	GENERAL	462.57	

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0005030	00	CENTER POINT LARGE PRINT							
							VENDOR TOTAL *	462.57	
0002675	00	CENTURYLINK (QWEST)							
4027538697		0816PI6075	032006	00	08/31/2016	001-1011-419.20-12	BLANKET PURCHASE ORDER	82.94	
402D250330		0816PI6073	032006	00	08/31/2016	001-1015-415.20-12	BLANKET PURCHASE ORDER	80.76	
4027272630		0816PI6230	032006	00	08/31/2016	001-1015-415.20-12	BLANKET PURCHASE ORDER	996.47	
4027279926		0816PI6233	032006	00	08/31/2016	001-1015-415.20-12	BLANKET PURCHASE ORDER	44.46	
402D254115		0816PI6074	032006	00	08/31/2016	001-1206-422.20-12	BLANKET PURCHASE ORDER	85.56	
4027272630		0816PI6231	032006	00	08/31/2016	012-2025-431.20-12	BLANKET PURCHASE ORDER	41.56	
4027279135		0816PI6232	032006	00	08/31/2016	029-2034-466.20-12	BLANKET PURCHASE ORDER	92.92	
							VENDOR TOTAL *	1,424.67	
0001852	00	CHEMSEARCH							
2423247		PI6217	033392	00	08/31/2016	012-2025-431.30-44	FIELD PURCHASE ORDER	300.00	
							VENDOR TOTAL *	300.00	
0002356	00	CHIEF SUPPLY CORP							
199361		PI6218	033473	00	08/31/2016	001-1209-421.20-11	GENERAL	6.95	
199361		PI6219	033473	00	08/31/2016	001-1209-421.30-79	GENERAL	83.88	
							VENDOR TOTAL *	90.83	
9999999	00	CORTEZ, REBECCA							
136522 CORTEZ		000720		00	08/31/2016	001-0000-202.04-00	REBECCA CORTEZ/CF SR CNTR	100.00	
							VENDOR TOTAL *	100.00	
9999999	00	CRIST, ANGEL							
135682 CRIST		000721		00	08/31/2016	001-0000-202.04-00	ANGEL CRIST/CF MTG ROOM	100.00	
							VENDOR TOTAL *	100.00	
0001643	00	CULLIGAN OF OMAHA							
907284		PI6088	032301	00	08/31/2016	001-1209-421.20-99	GENERAL	45.00	
907834		PI6210	032301	00	08/31/2016	001-1209-421.20-99	GENERAL	45.00	
							VENDOR TOTAL *	90.00	
0004624	00	DANKO EMERGENCY EQUIPMENT CO							
77772		PI6192	033447	00	08/31/2016	001-1206-422.40-18	GENERAL	2,949.00	
							VENDOR TOTAL *	2,949.00	
0005741	00	DEPARTMENT OF HOMELAND SECURITY							
SAVE16-365413		PI6273	033510	00	08/31/2016	001-1003-415.20-93	BLANKET PURCHASE ORDER	45.44	
SAVE16-367230		PI6274	033510	00	08/31/2016	001-1003-415.20-93	BLANKET PURCHASE ORDER	35.04	
							VENDOR TOTAL *	80.48	
0002897	00	DIERS INC							
117489P		PI5949	031974	00	08/31/2016	001-1209-421.30-63	BLANKET PURCHASE ORDER	21.07	
117490P		PI5950	031974	00	08/31/2016	001-1209-421.30-63	BLANKET PURCHASE ORDER	9.16	
117498P		PI5951	031974	00	08/31/2016	001-1209-421.30-63	BLANKET PURCHASE ORDER	139.33	
117504P		PI6006	031974	00	08/31/2016	001-1209-421.30-63	BLANKET PURCHASE ORDER	164.00	

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0002897	00	DIERS INC							
117517P		PI6007	031974	00	08/31/2016	001-1209-421.30-63	BLANKET PURCHASE ORDER	184.05	
117528P		PI6008	031974	00	08/31/2016	001-1209-421.30-63	BLANKET PURCHASE ORDER	384.79	
117565P		PI6068	031974	00	08/31/2016	001-1209-421.30-63	BLANKET PURCHASE ORDER	166.39	
117605P		PI6114	031974	00	08/31/2016	001-1209-421.30-63	BLANKET PURCHASE ORDER	53.76	
							VENDOR TOTAL *	1,122.55	
9999999	00	DODGE CO BOARD OF SUPERVISORS							
MR Refund		MR		00	08/31/2016	033-0000-202.00-00	DODGE CO BOARD OF SUPERVI	2.00	
							VENDOR TOTAL *	2.00	
0001070	00	DODGE COUNTY REGISTER OF DEEDS							
201602707		PI5015		00	08/31/2016	001-1003-415.20-33	BLANKET PURCHASE ORDER	10.00	
201602982		PI6234	032007	00	08/31/2016	001-1003-415.20-33	BLANKET PURCHASE ORDER	16.00	
201602983		PI6235	032007	00	08/31/2016	001-1003-415.20-33	BLANKET PURCHASE ORDER	34.00	
201602984		PI6236	032007	00	08/31/2016	001-1003-415.20-33	BLANKET PURCHASE ORDER	16.00	
201602985		PI6237	032007	00	08/31/2016	001-1003-415.20-33	BLANKET PURCHASE ORDER	22.00	
							VENDOR TOTAL *	98.00	
0005444	00	DOWNTOWN RENTAL CENTER INC							
4344		PI5985	033047	00	08/31/2016	001-2024-416.20-99	GENERAL	132.00	
							VENDOR TOTAL *	132.00	
0006357	00	DREWS, DOUGLAS							
082116 CF		PI6264	032974	00	08/31/2016	001-2026-451.20-99	GENERAL	313.00	
081416 CF		PI6265	032974	00	08/31/2016	001-2026-451.20-99	GENERAL	545.00	
080716		PI6261	032916	00	08/31/2016	001-2027-452.20-99	GENERAL	439.00	
081416		PI6262	032916	00	08/31/2016	001-2027-452.20-99	GENERAL	419.00	
082116		PI6263	032916	00	08/31/2016	001-2027-452.20-99	GENERAL	439.00	
							VENDOR TOTAL *	2,155.00	
0002880	00	DUNRITE INC							
B723046		PI6115	031976	00	08/31/2016	012-2025-431.30-79	BLANKET PURCHASE ORDER	59.68	
							VENDOR TOTAL *	59.68	
0002865	00	DXP ENTERPRISES INC							
48063482		PI5990	033387	00	08/31/2016	001-1206-422.30-56	GENERAL	435.88	
							VENDOR TOTAL *	435.88	
0003087	00	EAKES OFFICE SOLUTIONS							
7047543-0		PI6221	033483	00	08/31/2016	001-1209-421.30-31	GENERAL	175.00	
							VENDOR TOTAL *	175.00	
0006061	00	ELEMETAL FABRICATION LLC							
20646		PI6165	031992	00	08/31/2016	001-2027-452.30-49	BLANKET PURCHASE ORDER	149.40	
							VENDOR TOTAL *	149.40	
0001091	00	EMANUEL PRINTING INC							
11082		PI6268	033484	00	08/31/2016	001-1004-424.30-35	GENERAL	304.50	

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0001091	00	EMANUEL PRINTING INC							
7914-7915		PI6193	033456	00	08/31/2016	012-2025-431.30-35	FIELD PURCHASE ORDER	206.84	
							VENDOR TOTAL *	511.34	
0006264	00	EMS BILLING SERVICES INC							
20162496		PI5979	032371	00	08/31/2016	001-1206-422.20-99	GENERAL	4,184.23	
							VENDOR TOTAL *	4,184.23	
0006149	00	ENGINEERED CONTROLS INC							
161043		PI6200	033498	00	08/31/2016	001-2031-455.20-60	GENERAL	108.00	
							VENDOR TOTAL *	108.00	
0006234	00	EVANCED SOLUTIONS LLC							
5915274		PI6144	033438	00	08/31/2016	001-2031-419.30-55	GENERAL	567.00	
							VENDOR TOTAL *	567.00	
0006611	00	EVOLLVE INC							
3375		PI6102	033436	00	08/31/2016	001-2031-455.30-79	GENERAL	1,000.00	
							VENDOR TOTAL *	1,000.00	
0006572	00	FAMILY HOUSING ADVISORY SERVICES							
7418		PI6214	032964	00	08/31/2016	001-1002-415.20-99	BLANKET PURCHASE ORDER	14,960.00	
							VENDOR TOTAL *	14,960.00	
0002050	00	FASTENAL COMPANY							
NEFRE138960		PI5952	031977	00	08/31/2016	012-2025-431.30-63	BLANKET PURCHASE ORDER	111.63	
							VENDOR TOTAL *	111.63	
0006587	00	FASTENAU, HEATHER							
081616		PI6190	033181	00	08/31/2016	001-1004-424.20-99	BLANKET PURCHASE ORDER	330.00	
							VENDOR TOTAL *	330.00	
9999999	00	FEH BILLING INC							
051116 STATE FR000736				00	08/25/2016	001-1206-342.02-00	STATE FARM/AMB REFUND CHECK #: 81610		500.00-
							VENDOR TOTAL *	.00	500.00-
9999999	00	FINK, JEAN							
136537 FINK		000722		00	08/31/2016	001-0000-202.04-00	JEAN FINK/CF MTG ROOM	100.00	
							VENDOR TOTAL *	100.00	
0003268	00	FIREGUARD INC							
0000108025		PI6101	033416	00	08/31/2016	001-1206-422.30-56	GENERAL	534.44	
							VENDOR TOTAL *	534.44	
0001106	00	FREMONT APPLIANCE							
080516		PI6045	033440	00	08/31/2016	029-2034-466.20-60	FIELD PURCHASE ORDER	50.00	
080516		PI6046	033440	00	08/31/2016	029-2034-466.30-79	FIELD PURCHASE ORDER	10.00	
							VENDOR TOTAL *	60.00	

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
9999999	00	FREMONT AREA SERVICE							
136521 FRE AREA000723				00	08/31/2016	001-0000-202.04-00	FRE AREA SERVICE/COMM RM	100.00	
							VENDOR TOTAL *	100.00	
9999999	00	FREMONT COSMO CLUB							
132104 FRE COSM000724				00	08/31/2016	001-0000-202.04-00	FRE COSMO CLUB/CA DEPOSIT	100.00	
							VENDOR TOTAL *	100.00	
0001112	00	FREMONT ELECTRIC INC							
37422		PI6270	033506	00	08/31/2016	001-2031-455.20-60	GENERAL	131.25	
37422		PI6271	033506	00	08/31/2016	001-2031-455.30-49	GENERAL	48.27	
							VENDOR TOTAL *	179.52	
0001107	00	FREMONT HEALTH							
1146331 071516		PI6076	032008	00	08/31/2016	001-1206-422.20-35	BLANKET PURCHASE ORDER	95.00	
							VENDOR TOTAL *	95.00	
0003907	00	FREMONT HEALTH CLINIC							
IM313946 072716		PI6028	032031	00	08/31/2016	001-1206-422.20-35	BLANKET PURCHASE ORDER	162.00	
IM315154 072916		PI6041	033187	00	08/31/2016	001-1206-422.20-35	GENERAL	14.00	
							VENDOR TOTAL *	176.00	
0001124	00	FREMONT PRINTING CO							
14910		PI5991	033388	00	08/31/2016	001-1003-415.30-35	GENERAL	93.70	
14910		PI5992	033388	00	08/31/2016	001-1007-415.30-35	GENERAL	46.85	
14910		PI5993	033388	00	08/31/2016	001-2031-455.30-35	GENERAL	46.85	
							VENDOR TOTAL *	187.40	
0001131	00	FREMONT TRIBUNE							
76622		PI5960	032009	00	08/31/2016	001-1003-415.20-33	BLANKET PURCHASE ORDER	9.49	
76624		PI5961	032009	00	08/31/2016	001-1003-415.20-33	BLANKET PURCHASE ORDER	7.20	
76635		PI5968	032009	00	08/31/2016	001-1003-415.20-33	BLANKET PURCHASE ORDER	15.38	
76636		PI5969	032009	00	08/31/2016	001-1003-415.20-33	BLANKET PURCHASE ORDER	18.98	
76637		PI5970	032009	00	08/31/2016	001-1003-415.20-33	BLANKET PURCHASE ORDER	28.80	
76647		PI6077	032009	00	08/31/2016	001-1003-415.20-33	BLANKET PURCHASE ORDER	3.93	
76664		PI6238	032009	00	08/31/2016	001-1003-415.20-33	BLANKET PURCHASE ORDER	110.37	
76438		PI6116	032009	00	08/31/2016	001-1007-415.20-33	BLANKET PURCHASE ORDER	36.21	
76633		PI5962	032009	00	08/31/2016	001-1015-415.20-33	BLANKET PURCHASE ORDER	2.67	
76633		PI5963	032009	00	08/31/2016	001-2021-412.20-33	BLANKET PURCHASE ORDER	2.67	
76532		PI5959	032009	00	08/31/2016	001-2024-416.20-33	BLANKET PURCHASE ORDER	292.78	
76633		PI5964	032009	00	08/31/2016	001-2024-416.20-33	BLANKET PURCHASE ORDER	2.67	
76652		PI6117	032009	00	08/31/2016	001-2024-416.20-33	BLANKET PURCHASE ORDER	9.49	
76653		PI6118	032009	00	08/31/2016	001-2024-416.20-33	BLANKET PURCHASE ORDER	9.16	
76633		PI5965	032009	00	08/31/2016	001-2027-452.20-33	BLANKET PURCHASE ORDER	2.69	
20247815		PI5958	032009	00	08/31/2016	001-2031-455.20-33	BLANKET PURCHASE ORDER	293.62	
76633		PI5966	032009	00	08/31/2016	001-2031-455.20-33	BLANKET PURCHASE ORDER	2.67	
76638		PI5971	032009	00	08/31/2016	024-0772-490.20-33	BLANKET PURCHASE ORDER	4.25	
76662		PI6120	032009	00	08/31/2016	024-0772-490.20-33	BLANKET PURCHASE ORDER	4.58	
76633		PI5967	032009	00	08/31/2016	029-2034-466.20-33	BLANKET PURCHASE ORDER	2.67	

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0001131	00	FREMONT TRIBUNE							
76654		PI6119	032009	00	08/31/2016	032-0787-490.20-33	BLANKET PURCHASE ORDER	4.25	
							VENDOR TOTAL *	864.53	
0002924	00	FREMONT WASTE TRANSFER							
JUL 2016		000725		00	08/31/2016	001-2027-452.20-99	JUL 2016	188.97	
JUL 2016		000726		00	08/31/2016	012-2025-431.20-99	JUL 2016	511.90	
							VENDOR TOTAL *	700.87	
0006263	00	GALE/CENGAGE LEARNING INC							
58455500		PI6129	032202	00	08/31/2016	001-2031-455.30-51	GENERAL	328.38	
58471126		PI6173	032202	00	08/31/2016	001-2031-455.30-51	GENERAL	74.22	
							VENDOR TOTAL *	402.60	
9999999	00	GEAGHAN, JAMIE							
136557 GEAGHAN		000727		00	08/31/2016	001-0000-202.04-00	JAMIE GEAGHAN/COMM RM DEP	100.00	
							VENDOR TOTAL *	100.00	
0001139	00	GERHOLD CONCRETE CO INC							
50419188		PI6009	031981	00	08/31/2016	012-2025-431.30-69	BLANKET PURCHASE ORDER	460.00	
50419680		PI6069	031981	00	08/31/2016	012-2025-431.30-69	BLANKET PURCHASE ORDER	369.00	
50420335		PI6164	031981	00	08/31/2016	012-2025-431.30-69	BLANKET PURCHASE ORDER	295.00	
50421122		PI6226	031981	00	08/31/2016	012-2025-431.30-69	BLANKET PURCHASE ORDER	245.00	
							VENDOR TOTAL *	1,369.00	
0003499	00	GREY HOUSE PUBLISHING INC							
926371		PI6145	033468	00	08/31/2016	001-2031-455.30-51	GENERAL	227.95	
							VENDOR TOTAL *	227.95	
0001526	00	HEIMAN FIRE EQUIPMENT INC							
0849038-IN		PI5983	032937	00	08/31/2016	001-1206-422.40-90	GENERAL	8,375.00	
							VENDOR TOTAL *	8,375.00	
9999999	00	HOBBY LOBBY							
135680 HOBBY		000728		00	08/31/2016	001-0000-202.04-00	HOBBY LOBBY/COMM RM DEP	100.00	
							VENDOR TOTAL *	100.00	
9999999	00	HOWARD, SHELLY							
134903 HOWARD		000729		00	08/31/2016	001-0000-202.04-00	SHELLY HOWARD/CF MTG ROOM	100.00	
							VENDOR TOTAL *	100.00	
0004401	00	HUMANITIES NEBRASKA							
062915 PRIME TM		000745		00	08/31/2016	001-2031-334.01-00	PRIME TIME REFUND	338.94	
							VENDOR TOTAL *	338.94	
0001167	00	HY-VEE							
4301548065		PI6010	031982	00	08/31/2016	001-1206-422.30-79	BLANKET PURCHASE ORDER	55.60	
							VENDOR TOTAL *	55.60	

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0005752	00	IMA INC - BENEFITS DIVISION							
1053725		PI6080	032071	00	08/31/2016	060-0660-442.70-07	BLANKET PURCHASE ORDER	3,750.00	
							VENDOR TOTAL *	3,750.00	
0000485	00	INTERSTATE BATTERY SYSTEM							
160006636		PI6209	032278	00	08/31/2016	001-2027-452.30-56	FIELD PURCHASE ORDER	93.95	
							VENDOR TOTAL *	93.95	
0003074	00	JACKSON SERVICES INC							
AUG 2016		PI6239	032011	00	08/31/2016	001-1013-432.20-99	BLANKET PURCHASE ORDER	120.27	
AUG 2016		PI6240	032011	00	08/31/2016	001-1206-422.20-91	BLANKET PURCHASE ORDER	79.50	
AUG 2016		PI6241	032011	00	08/31/2016	001-1209-421.20-91	BLANKET PURCHASE ORDER	188.00	
AUG 2016		PI6242	032011	00	08/31/2016	001-2027-452.20-99	BLANKET PURCHASE ORDER	125.30	
AUG 2016		PI6243	032011	00	08/31/2016	001-2031-455.20-99	BLANKET PURCHASE ORDER	104.25	
AUG 2016		PI6244	032011	00	08/31/2016	012-2025-431.20-99	BLANKET PURCHASE ORDER	225.79	
							VENDOR TOTAL *	843.11	
0006274	00	JONES AUTOMOTIVE INC							
1-22203		PI6051	033460	00	08/31/2016	001-1206-422.20-60	GENERAL	14.30	
1-22203		PI6052	033460	00	08/31/2016	001-1206-422.30-63	GENERAL	28.06	
							VENDOR TOTAL *	42.36	
0004708	00	KENCO LEASING COMPANY							
029391		PI6208	032257	00	08/31/2016	001-1209-421.20-70	BLANKET PURCHASE ORDER	300.00	
							VENDOR TOTAL *	300.00	
0006608	00	KUBOTA OF OMAHA							
CO100320		PI6143	033426	00	08/31/2016	001-2027-452.30-56	GENERAL	719.21	
C0100392		PI6047	033448	00	08/31/2016	012-2025-431.30-56	FIELD PURCHASE ORDER	115.20	
							VENDOR TOTAL *	834.41	
0006603	00	LA POLICE GEAR INC							
3468198		PI5987	033302	00	08/31/2016	001-1209-421.30-52	GENERAL	491.65	
							VENDOR TOTAL *	491.65	
0006528	00	LAKESHORE LEARNING MATERIALS							
2806190616		PI6081	032133	00	08/31/2016	001-2031-455.30-79	GENERAL	134.60	
4207920816		PI6082	032133	00	08/31/2016	001-2031-455.30-79	GENERAL	69.92-	
							VENDOR TOTAL *	64.68	
0002898	00	LARSEN INTERNATIONAL							
T82471		PI6204	031986	00	08/31/2016	012-2025-431.30-63	BLANKET PURCHASE ORDER	69.47	
							VENDOR TOTAL *	69.47	
0003043	00	LEAGUE OF NEBRASKA MUNICIPALITIES							
11507		PI6272	033509	00	08/31/2016	001-1001-413.20-93	BLANKET PURCHASE ORDER	40,928.00	
2016 NEWTON		PI6224	033501	00	08/31/2016	001-1002-415.20-13	BLANKET PURCHASE ORDER	348.00	
							VENDOR TOTAL *	41,276.00	

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0006573	00	LEXISNEXIS							
3090624130		PI6141	032969	00	08/31/2016	001-1016-412.30-51	BLANKET PURCHASE ORDER	210.00	
							VENDOR TOTAL *	210.00	
0006610	00	LK GOODWIN CO							
L18420		PI6043	033412	00	08/31/2016	012-2025-431.30-79	FIELD PURCHASE ORDER	888.71	
							VENDOR TOTAL *	888.71	
0006212	00	MATHESON TRI-GAS INC							
13824719		PI5953	031987	00	08/31/2016	001-1206-422.30-32	BLANKET PURCHASE ORDER	70.62	
13877395		PI6227	031987	00	08/31/2016	001-1206-422.30-32	BLANKET PURCHASE ORDER	53.21	
13850437		PI6070	031987	00	08/31/2016	012-2025-431.30-64	BLANKET PURCHASE ORDER	183.27	
							VENDOR TOTAL *	307.10	
0001469	00	MCGRATH NORTH MULLIN & KRATZ PC LLO							
444361		PI6215	033320	00	08/31/2016	001-1016-412.20-34	BLANKET PURCHASE ORDER	35,731.51	
444362		PI6216	033320	00	08/31/2016	001-1016-412.20-34	BLANKET PURCHASE ORDER	25,229.00	
							VENDOR TOTAL *	60,960.51	
0001229	00	MENARDS - FREMONT							
12571		PI5955	031989	00	08/31/2016	001-2027-452.30-58	BLANKET PURCHASE ORDER	42.56	
11687		PI6011	031989	00	08/31/2016	001-2027-452.30-49	BLANKET PURCHASE ORDER	226.99	
12680		PI6014	031989	00	08/31/2016	001-2027-452.30-49	BLANKET PURCHASE ORDER	40.71	
12680		PI6015	031989	00	08/31/2016	001-2027-452.30-58	BLANKET PURCHASE ORDER	100.96	
13182		PI6161	033480	00	08/31/2016	001-2027-452.30-33	GENERAL	12.99	
12662		PI6013	031989	00	08/31/2016	001-2029-451.30-79	BLANKET PURCHASE ORDER	38.70	
12554		PI6012	031989	00	08/31/2016	001-2030-451.30-49	BLANKET PURCHASE ORDER	42.96	
13113		PI6146	031989	00	08/31/2016	001-2031-455.30-79	BLANKET PURCHASE ORDER	6.48	
12781		PI6050	033458	00	08/31/2016	012-2025-431.30-79	FIELD PURCHASE ORDER	429.00	
							VENDOR TOTAL *	941.35	
0006536	00	MIDWEST MEDICAL SUPPLY CO LLC							
6301803		PI6103	033453	00	08/31/2016	001-1206-422.30-33	GENERAL	268.55	
							VENDOR TOTAL *	268.55	
0004095	00	MIDWEST TAPE							
94172124		PI6150	032206	00	08/31/2016	001-2031-455.30-51	GENERAL	82.52	
94201440		PI6174	032206	00	08/31/2016	001-2031-455.30-51	GENERAL	48.68	
94213212		PI6175	032206	00	08/31/2016	001-2031-455.30-51	GENERAL	20.84	
94217248		PI6176	032206	00	08/31/2016	001-2031-455.30-51	GENERAL	14.99	
94218514		PI6177	032206	00	08/31/2016	001-2031-455.30-51	GENERAL	43.84	
94231260		PI6249	032206	00	08/31/2016	001-2031-455.30-51	GENERAL	445.64	
							VENDOR TOTAL *	656.51	
0003942	00	MOTOROLA SOLUTIONS INC							
13122191		PI6044	033423	00	08/31/2016	001-1206-422.40-90	GENERAL	2,855.20	
							VENDOR TOTAL *	2,855.20	
9999999	00	MUNOZ, LEAH							

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9999999	00	MUNOZ, LEAH							
136558 MUNOZ		000730		00	08/31/2016	001-0000-202.04-00	LEAH MUNOZ/COMM RM DEP	100.00	
							VENDOR TOTAL *	100.00	
0003794	00	NEBR CUSTOM COVER							
32492		PI6229	031991	00	08/31/2016	001-2027-452.30-76	BLANKET PURCHASE ORDER	60.00	
							VENDOR TOTAL *	60.00	
0003340	00	NEBR DEPT OF AERONAUTICS							
1017035		PI6089	032323	00	08/31/2016	029-2034-466.20-99	BLANKET PURCHASE ORDER	EFT:	1,232.42
1017035		PI6090	032323	00	08/31/2016	029-2034-490.60-02	BLANKET PURCHASE ORDER	EFT:	1,750.00
							VENDOR TOTAL *	.00	2,982.42
0003047	00	NEBR DEPT OF ROADS							
0636088		PI6260	032502	00	08/31/2016	012-2032-431.45-20	GENERAL	8,488.84	
							VENDOR TOTAL *	8,488.84	
0006604	00	NEENAH FOUNDRY COMPANY							
183007		PI6267	033471	00	08/31/2016	012-2025-431.30-69	FIELD PURCHASE ORDER	533.00	
							VENDOR TOTAL *	533.00	
0002760	00	NEWARK ELEMENT14							
28107541		PI6056	033434	00	08/31/2016	001-2031-419.30-56	GENERAL	70.27	
							VENDOR TOTAL *	70.27	
0001473	00	NMC EXCHANGE LLC							
CUI272519		PI6099	033049	00	08/31/2016	012-2025-431.30-56	FIELD PURCHASE ORDER	19.27	
CUI273438		PI6100	033049	00	08/31/2016	012-2025-431.30-56	FIELD PURCHASE ORDER	42.32	
							VENDOR TOTAL *	61.59	
0006329	00	NNSWC LANDFILL							
JULY 2016		000699		00	08/31/2016	001-1013-432.20-21	JULY 2016	64,466.47	
							VENDOR TOTAL *	64,466.47	
0001020	00	O'REILLY AUTOMOTIVE INC							
0397-391365		PI6020	031993	00	08/31/2016	001-1209-421.30-63	BLANKET PURCHASE ORDER	9.61	
0397-391448		PI6022	031993	00	08/31/2016	001-1209-421.30-63	BLANKET PURCHASE ORDER	214.72-	
0397-393000		PI6147	031993	00	08/31/2016	001-1209-421.30-63	BLANKET PURCHASE ORDER	15.99	
0397-392610		PI6071	031993	00	08/31/2016	001-2024-416.30-63	BLANKET PURCHASE ORDER	12.99	
0397-389927		PI5956	031993	00	08/31/2016	012-2025-431.30-63	BLANKET PURCHASE ORDER	214.72	
0397-390910		PI6016	031993	00	08/31/2016	012-2025-431.30-56	BLANKET PURCHASE ORDER	31.20	
0397-390974		PI6017	031993	00	08/31/2016	012-2025-431.30-52	BLANKET PURCHASE ORDER	29.98	
0397-390986		PI6018	031993	00	08/31/2016	012-2025-431.30-56	BLANKET PURCHASE ORDER	309.23	
0397-391177		PI6019	031993	00	08/31/2016	012-2025-431.30-56	BLANKET PURCHASE ORDER	31.46	
0397-391437		PI6021	031993	00	08/31/2016	012-2025-431.30-56	BLANKET PURCHASE ORDER	36.88	
0397-391639		PI6023	031993	00	08/31/2016	012-2025-431.30-56	BLANKET PURCHASE ORDER	8.97	
							VENDOR TOTAL *	486.31	
0005807	00	OCLC INC							

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0005807	00	OCLC INC							
0000476060		PI6187	032407	00	08/31/2016	001-2031-455.20-93	GENERAL	1,139.69	
							VENDOR TOTAL *	1,139.69	
9999999	00	OERMAN, RACHAEL							
134899 OERMAN		000731		00	08/31/2016	001-0000-202.04-00	RACHAEL OERMAN/COMM RM	100.00	
							VENDOR TOTAL *	100.00	
0002888	00	OFFICENET							
839676-0		PI5995	033422	00	08/31/2016	001-1004-424.30-31	GENERAL	113.34	
837910-1		PI6154	033377	00	08/31/2016	001-1004-424.30-31	GENERAL	14.65	
841357-0		PI6245	032091	00	08/31/2016	001-1013-432.30-79	FIELD PURCHASE ORDER	74.95	
837910-1		PI6155	033377	00	08/31/2016	001-1305-430.30-31	GENERAL	14.65	
839679-0		PI5996	033425	00	08/31/2016	001-2029-451.30-31	GENERAL	138.73	
840313-0		PI6157	033451	00	08/31/2016	012-2025-431.30-31	FIELD PURCHASE ORDER	51.98	
840851-0		PI6194	033463	00	08/31/2016	012-2025-431.30-79	FIELD PURCHASE ORDER	199.99	
							VENDOR TOTAL *	608.29	
0001475	00	OMAHA COMPOUND CO							
159449		PI6266	033457	00	08/31/2016	012-2025-431.30-79	FIELD PURCHASE ORDER	151.98	
							VENDOR TOTAL *	151.98	
0005755	00	OVERDRIVE INC							
030716		PI6152	032210	00	08/31/2016	001-2031-455.30-51	GENERAL	35.96	
111715		PI6153	032210	00	08/31/2016	001-2031-455.30-51	GENERAL	367.69	
							VENDOR TOTAL *	403.65	
0005524	00	PAPER TIGER SHREDDING							
81424		PI6092	032545	00	08/31/2016	001-1209-421.20-99	GENERAL	80.00	
							VENDOR TOTAL *	80.00	
0000886	00	PEAVEY COMPANY, LYNN							
321365		PI6196	033474	00	08/31/2016	001-1209-421.20-11	GENERAL	32.00	
321365		PI6197	033474	00	08/31/2016	001-1209-421.30-79	GENERAL	359.40	
							VENDOR TOTAL *	391.40	
9999999	00	PETERSEN, KAYLA							
136560 PETERSEN		000732		00	08/31/2016	001-0000-202.04-00	KAYLA PETERSEN/CF MTG RM	100.00	
							VENDOR TOTAL *	100.00	
9999999	00	PETERSON, SHELLY							
041016 PETERSON		000733		00	08/31/2016	001-1206-342.02-00	RUTH DUNKLAU/AMB REFUND	668.40	
							VENDOR TOTAL *	668.40	
0005545	00	PLATTE MECHANICAL INC							
19617		PI5972	032026	00	08/31/2016	001-1206-422.20-60	BLANKET PURCHASE ORDER	110.00	
19617		PI5973	032026	00	08/31/2016	001-1206-422.30-79	BLANKET PURCHASE ORDER	73.20	
							VENDOR TOTAL *	183.20	

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0002904	00	PLATTE VALLEY TRUCK & TRAILER INC							
16165		PI5998	033452	00	08/31/2016	001-1206-422.30-79	GENERAL	47.43	
							VENDOR TOTAL *	47.43	
0005443	00	PLIBRICO COMPANY LLC							
95120		PI6160	033477	00	08/31/2016	001-1209-421.20-60	GENERAL	342.00	
							VENDOR TOTAL *	342.00	
9999999	00	QUINTANILLA, HEIDI							
136568		QUINTANI000743		00	08/31/2016	001-0000-202.04-00	HEIDI QUINTANILLA/CA DEP	180.00	
							VENDOR TOTAL *	180.00	
0005840	00	QWICK KURB INC							
144812		PI6042	033384	00	08/31/2016	012-2025-431.30-76	FIELD PURCHASE ORDER	929.01	
							VENDOR TOTAL *	929.01	
0002876	00	RAWHIDE CHEMOIL INC							
757338		PI5997	033446	00	08/31/2016	001-1206-422.30-44	GENERAL	830.57	
							VENDOR TOTAL *	830.57	
0003505	00	RECORDED BOOKS INC							
75378538		PI6151	032207	00	08/31/2016	001-2031-455.30-51	GENERAL	48.02	
75383891		PI6250	032207	00	08/31/2016	001-2031-455.30-51	GENERAL	48.42	
75383979		PI6251	032207	00	08/31/2016	001-2031-455.30-51	GENERAL	360.46	
							VENDOR TOTAL *	456.90	
9999999	00	REED, TAMAR							
135732		REED	000734	00	08/31/2016	001-0000-202.04-00	TAMAR REED/KEY DEPOSIT	30.00	
							VENDOR TOTAL *	30.00	
0001298	00	ROGERS TENT & AWNING CO							
071516		PI6036	032980	00	08/31/2016	001-2027-452.20-60	BLANKET PURCHASE ORDER	65.00	
							VENDOR TOTAL *	65.00	
9999999	00	ROSENBACH, JIM							
135684		ROSENBAC000735		00	08/31/2016	001-0000-202.04-00	JIM ROSENBACH/COMM RM DEP	100.00	
							VENDOR TOTAL *	100.00	
0001306	00	SCOTT ELECTRIC INC							
28144/28027		PI6254	032234	00	08/31/2016	029-2034-466.20-60	FIELD PURCHASE ORDER	450.00	
							VENDOR TOTAL *	450.00	
0003036	00	SHAFFER COMMUNICATIONS INC							
16-1146		PI5988	033365	00	08/31/2016	001-1209-421.20-60	GENERAL	112.50	
16-1146		PI5989	033365	00	08/31/2016	001-1209-421.30-65	GENERAL	127.00	
							VENDOR TOTAL *	239.50	
0001308	00	SHERWIN-WILLIAMS CO							
7313-4		PI6025	031998	00	08/31/2016	001-2029-451.30-49	BLANKET PURCHASE ORDER	120.56	

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0001308	00	SHERWIN-WILLIAMS CO							
7752-3		PI6205	031998	00	08/31/2016	012-2025-431.30-56	BLANKET PURCHASE ORDER	63.28	
							VENDOR TOTAL *	183.84	
0001652	00	SNAP-ON INDUSTRIAL							
ARV/29835249		PI6222	033485	00	08/31/2016	012-2025-431.30-33	FIELD PURCHASE ORDER	2,488.74	
							VENDOR TOTAL *	2,488.74	
9999999	00	STATE FARM INSURANCE							
051116 TAYLOR		000746		00	08/31/2016	001-1206-342.02-00	TAYLOR/AMB REFUND	500.00	
							VENDOR TOTAL *	500.00	
0006381	00	SUNSET LAW ENFORCEMENT LTD							
0001432-IN		PI6220	033479	00	08/31/2016	001-1209-421.30-68	GENERAL	821.00	
							VENDOR TOTAL *	821.00	
0006261	00	SURVEYMONKEY INC							
27066635		PI6199	033497	00	08/31/2016	001-2031-455.20-65	GENERAL	300.00	
							VENDOR TOTAL *	300.00	
0006223	00	T SQUARE SUPPLY LLC							
13911		PI6026	032001	00	08/31/2016	001-2027-452.30-56	BLANKET PURCHASE ORDER	248.75	
							VENDOR TOTAL *	248.75	
9999999	00	THURSTON, CASSANDRA							
136520 THURSTON		000737		00	08/31/2016	001-0000-202.04-00	CASSANDRA THURSTON/CF DEP	500.00	
							VENDOR TOTAL *	500.00	
0003598	00	TIME WARNER CABLE							
0113917 0916		PI6253	032224	00	08/31/2016	001-1011-419.20-12	BLANKET PURCHASE ORDER	111.20	
							VENDOR TOTAL *	111.20	
9999999	00	TITAN MACHINERY							
136236 TITAN		000738		00	08/31/2016	001-0000-202.04-00	TITAN MACHINERY/CF DEP	200.00	
							VENDOR TOTAL *	200.00	
0006063	00	TITAN MACHINERY INC (VICTORS)							
8133885 GP		PI6148	032003	00	08/31/2016	012-2025-431.30-56	BLANKET PURCHASE ORDER	47.36	
							VENDOR TOTAL *	47.36	
0005179	00	TRACTOR SUPPLY CREDIT PLAN							
186274		PI6027	032004	00	08/31/2016	001-1206-422.30-79	BLANKET PURCHASE ORDER	23.48	
236552		PI6156	033439	00	08/31/2016	001-2027-452.30-44	GENERAL	659.90	
081816		PI6206	032004	00	08/31/2016	001-2030-451.30-56	BLANKET PURCHASE ORDER	19.98	
							VENDOR TOTAL *	703.36	
0001350	00	TROPHY CASE							
200111		PI6188	032647	00	08/31/2016	063-0663-480.30-79	BLANKET PURCHASE ORDER	55.50	
200112		PI6189	032647	00	08/31/2016	063-0663-480.30-79	BLANKET PURCHASE ORDER	37.00	

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0001350	00	TROPHY CASE							
							VENDOR TOTAL *	92.50	
0005874	00	ULINE							
78771435		PI5994	033402	00	08/31/2016	001-2031-455.30-76	GENERAL	46.46	
79141275		PI6158	033455	00	08/31/2016	001-2031-455.30-79	GENERAL	485.05	
							VENDOR TOTAL *	531.51	
0004745	00	UNIQUE MANAGEMENT SERVICES INC							
431838		PI6186	032405	00	08/31/2016	001-2031-455.20-99	GENERAL	98.45	
							VENDOR TOTAL *	98.45	
0006419	00	UNIV OF NEBR AT OMAHA							
080216		PI6054	033403	00	08/31/2016	001-2029-451.20-60	GENERAL	195.00	
080216		PI6055	033403	00	08/31/2016	001-2029-451.20-70	GENERAL	196.00	
							VENDOR TOTAL *	391.00	
9999999	00	WACKER, JACLYN							
134905 WACKER		000739		00	08/31/2016	001-0000-202.04-00	JACLYN WACKER/CF MTG RM	265.00	
							VENDOR TOTAL *	265.00	
9999999	00	WASHINGTON SCHOOL							
136561 WASHINGT		000740		00	08/31/2016	001-2028-347.00-00	WASHINGTON SCHOOL/RONIN	150.00	
							VENDOR TOTAL *	150.00	
0003337	00	WASTE CONNECTIONS INC							
4610556		000700		00	08/31/2016	001-1013-432.20-21	JULY 2016	70,997.88	
							VENDOR TOTAL *	70,997.88	
0005116	00	WIESE PLUMBING & EXCAVATING INC							
1591		PI6078	032025	00	08/31/2016	001-2026-451.20-60	BLANKET PURCHASE ORDER	150.00	
1591		PI6079	032025	00	08/31/2016	001-2026-451.30-49	BLANKET PURCHASE ORDER	204.20	
							VENDOR TOTAL *	354.20	
0005518	00	WINDSTREAM OF THE MIDWEST INC							
4027272630	0816	PI6034	032282	00	08/31/2016	001-1015-415.20-12	BLANKET PURCHASE ORDER	71.13	
							VENDOR TOTAL *	71.13	
0006438	00	WOLFCOM ENTERPRISES							
2796		PI6159	033476	00	08/31/2016	001-1209-421.20-65	GENERAL	768.00	
							VENDOR TOTAL *	768.00	
9999999	00	WOLFE, RYAN							
135736 WOLFE		000741		00	08/31/2016	001-0000-202.04-00	RYAN WOLFE/CA DEPOSIT	200.00	
							VENDOR TOTAL *	200.00	
0005115	00	WRIGHT, NANCY L							
080416		PI6035	032331	00	08/31/2016	001-1209-421.20-99	GENERAL	25.00	
080816		PI6091	032331	00	08/31/2016	001-1209-421.20-99	GENERAL	37.50	

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0005115	00	WRIGHT, NANCY L							
							VENDOR TOTAL *	62.50	
9999999	00	YOUNT, RAEGEN							
134832 YOUNT		000742		00	08/31/2016	001-2028-347.00-00	RAEGEN YOUNT/RONIN PARTY	150.00	
							VENDOR TOTAL *	150.00	
0002910	00	5TH SEASON INC							
1607 17 JULY 16		PI6142	033031	00	08/31/2016	001-2031-455.20-99	GENERAL	220.00	
08022016		PI6095	032911	00	08/31/2016	012-2025-431.20-99	FIELD PURCHASE ORDER	1,000.00	
							VENDOR TOTAL *	1,220.00	
				00	General Fund		BANK TOTAL *	407,902.93	2,482.42

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0003400	00	VILLAGE OF INGLEWOOD							
JULY 2016		PI6149	032095	04	08/31/2016	020-2066-490.60-15	FIELD PURCHASE ORDER	2,193.61	
							VENDOR TOTAL *	2,193.61	
				04	Keno Fund		BANK TOTAL *	2,193.61	

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0001759	00	ATS "THE BEEPER PEOPLE"							
7409596			PI6086	09	08/31/2016	033-0789-421.20-12	BLANKET PURCHASE ORDER	329.40	
							VENDOR TOTAL *	329.40	
0002675	00	CENTURYLINK (QWEST)							
402D250400	0816		PI6139	09	08/31/2016	033-0789-421.20-12	BLANKET PURCHASE ORDER	784.19	
							VENDOR TOTAL *	784.19	
0004678	00	LANGUAGE LINE SERVICES							
3887767			PI6185	09	08/31/2016	033-0789-421.20-99	BLANKET PURCHASE ORDER	109.62	
							VENDOR TOTAL *	109.62	
0004196	00	WESTEL SYSTEMS							
4026542437	0816		PI6087	09	08/31/2016	033-0789-421.20-12	BLANKET PURCHASE ORDER	173.52	
							VENDOR TOTAL *	173.52	
				09	E911		BANK TOTAL *	1,396.73	
							HAND ISSUED TOTAL ***		500.00-
							EFT/EPAY TOTAL ***		2,982.42
							TOTAL EXPENDITURES ****	411,493.27	2,482.42
						GRAND TOTAL	**********		413,975.69

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: TYLER FICKEN, CITY CLERK

DATE: August 24, 2016

SUBJECT: CEMENT/ASPHALT/EXCAVATION APPLICATION

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

Business	**Applicant**
B&B Concrete Construction Inc.	Brad Meck

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

#

CITY OF
FREMONT
NEBRASKA FAITH IN LIFE

LICENSE APPLICATION

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

TO THE FREMONT MAYOR AND COUNCIL:

The undersigned does hereby make application for license as Concrete

License should be issued to Brad Meck

License shall be used by applicant as the sole owner of business, which will be conducted under the name of Brad Meck at B+B Concrete Construction INC.

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

Applicant telephone number at place of business or where can be reached 402-676-5363

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

I have had 19 years of practical experience in this type of work at the following places (Cover the last five years)

Owner of B+B Concrete Construction INC.
since 1997

I have the following technical education: _____

I give you the following references: Ready Mixed Concrete 556-6000
Bob Brav @ Brav Builders 402-306-0216 Steve Feller @ Landmark Homes 402-670-4821

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

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

Dated 7-26-16

Signature

United States Citizenship Attestation Form

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

X I am a citizen of the United States.

OR

_____ I am a qualified alien under the federal Immigration and Nationality Act, my immigration status and alien number are as follows: _____ and I agree to provide a copy of my USCIS documentation upon request.

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

DATE OF BIRTH 7-2-77

PRINT NAME Bradley Craig Meck
(first, middle, last)

SIGNATURE [signature]

DATE 7-26-16

No Material Discrepancies exist as verified by *SAVE*.

Verified on: _____ by: _____

Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Paul T. Bruflat of Sioux Falls,

State of South Dakota, its regularly elected Vice President

as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One CEMENT WORKER City of Fremont

bond with bond number 62862170

for Brad Meck and B & B Concrete:

as Principal in the penalty amount not to exceed: $ 5,000.00 .

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Vice President with the corporate seal affixed this 4th day of August, 2016.

ATTEST

L. Nelson, Assistant Secretary

WESTERN SURETY COMPANY

By Paul T. Bruflat, Vice President

WESTERN SURETY COMPANY CORPORATE SEAL SOUTH DAKOTA

STATE OF SOUTH DAKOTA
COUNTY OF MINNEHAHA } ss

On this 4th day of August, 2016, before me, a Notary Public, personally appeared Paul T. Bruflat and L. Nelson who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.

J. MOHR NOTARY PUBLIC SOUTH DAKOTA (SEAL)

My Commission Expires June 23, 2021

J. Mohr, Notary Public

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.

Form F1075-1-2016

WESTERN SURETY COMPANY • ONE OF AMERICA'S OLDEST BONDING COMPANIES

Effective Date: July 28th, 2016

Western Surety Company

LICENSE AND PERMIT BOND

KNOW ALL PERSONS BY THESE PRESENTS: Bond No. 62862170

That we, Brad Meck and B & B Concrete

of Waterloo, State of Nebraska, as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do surety business in the State of Nebraska, as Surety, are held and firmly bound unto the City of Fremont, State of Nebraska, as Obligee, in the penal sum of Five Thousand and 00/100 DOLLARS ($5,000.00), lawful money of the United States, to be paid to the Obligee, for which payment well and truly to be made, we bind ourselves and our legal representatives, firmly by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the Principal has been licensed CEMENT WORKER City of Fremont by the Obligee.

NOW THEREFORE, if the Principal shall faithfully perform the duties and in all things comply with the laws and ordinances, including all amendments thereto, pertaining to the license or permit applied for, then this obligation to be void, otherwise to remain in full force and effect until March 31st, 2017., unless renewed by Continuation Certificate.

This bond may be terminated at any time by the Surety upon sending notice in writing, by First Class U.S. Mail, to the Obligee and to the Principal at the address last known to the Surety, and at the expiration of thirty (30) days from the mailing of said notice, this bond shall ipso facto terminate and the Surety shall thereupon be relieved from any liability for any acts or omissions of the Principal subsequent to said date. Regardless of the number of years this bond shall continue in force, the number of claims made against this bond and the number of premiums which shall be payable or paid, the Surety's total limit of liability shall not be cumulative from year to year or period to period, and in no event shall the Surety's total liability for all claims exceed the amount set forth above. Any revision of the bond amount shall not be cumulative.

Dated this 4th day of August, 2016.

B & B Concrete
Principal

Principal

WESTERN SURETY COMPANY

By Paul T. Bruflat
Paul T. Bruflat, Vice President

Form 532-12-2015

WESTERN SURETY COMPANY • ONE OF AMERICA'S OLDEST BONDING COMPANIES

ACKNOWLEDGMENT OF SURETY
(Corporate Officer)

STATE OF SOUTH DAKOTA
COUNTY OF MINNEHAHA } ss

On this 4th day of August, 2016, before me, the undersigned officer, personally appeared Paul T. Bruflat, who acknowledged himself to be the aforesaid officer of WESTERN SURETY COMPANY, a corporation, and that he as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

M. BENT
NOTARY PUBLIC
SOUTH DAKOTA
SEAL SEAL

M. Bent
Notary Public — South Dakota

My Commission Expires March 2, 2020

ACKNOWLEDGMENT OF PRINCIPAL
(Individual or Partners)

STATE OF
COUNTY OF } ss

On this day of, before me personally appeared, known to me to be the individual described in and who executed the foregoing instrument and acknowledged to me that he executed the same.

My commission expires

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL
(Corporate Officer)

STATE OF
COUNTY OF } ss

On this day of, before me personally appeared, who acknowledged himself/herself to be the of, a corporation, and that he/she as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself/herself as such officer.

My commission expires

Notary Public

Western Surety Company

License or Permit No.

LICENSE AND PERMIT BOND

As

of

State of

Name of Applicant

Address

Filed

Approved this

day of

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Dave Goedeken, Director of Public Works/City Engineer

DATE: August 24, 2016

SUBJECT: NDOR, Updated Fremont Urban Area Map.

Approve Resolution

Background: The Nebraska Department of Roads maintains maps of all the Cities in the state. Periodically they reach out to the Cities for mapping updates. This item is the Functional Classification Map of the City's street network and their national classification type. Staff has met with the NDOR to reclassify streets and update the map, the map was amended as a result of this meeting to reclassify some streets and add and delete others. The Traffic Safety Committee has also reviewed the map and concurs with the changes. If approved the map will be returned to the NDOR for their system.

RESOLUTION NO. _____

A Resolution of the City Council of the City of Fremont, Nebraska, to approve the updated Nebraska Department of Roads Fremont Urban Area Map.

WHEREAS: The City of Fremont and Nebraska Department of Roads (NDOR) have previously met and reviewed the Fremont Urban Area Map; and

WHEREAS: This meeting resulted in an updated Urban Area Map;

BE IT RESOLVED: by the City Council of the City of Fremont that:

Scott Getzschman, Mayor of the City of Fremont, Nebraska is hereby authorized to sign the Fremont Updated Urban Area Map.

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: August 25, 2016

SUBJECT: Year to date financial reports.

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

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

Fiscal Impact: The fiscal impact is reflected within the reports. As a reminder, for most City revenue sources, only eight or nine months are included in these reports, so comparisons to budget are less helpful than comparison with the prior year. With nine months of the fiscal year complete, normal percent of budgeted expenditures should be 83%.

General fund notes: Business taxes are significantly higher than last year, with the Food and Beverage (F&B) tax receipts monthly average staying steady at $62,000, while telephone occupation tax receipts are lagging $35,000 below 2015 levels, and the Garbage hauler occupation tax is $17,000 less than 2015 due to some special hauling last year. Intergovernmental revenue is up slightly, with a $64,000 increase in Municipal Equalization funding from the state offset by the loss of the COPS grant funding from last year of $38,000. Charges for services show an increase, including $48,000 more in 2016 for tipping fees at the Waste Transfer Station, and $55,000 more than last year in Ambulance and Fire receipts. Donations in the current year are up due to a $25,000 grant to the Fire Department and a $14,000 grant to the Library. The only department that has spent more than 83% of budget is the City Attorney's office. Legal fees for the various tax increment financing projects are included here. As a reminder, for the projects currently incurring these costs, the redevelopment agreement provides a one-percent administrative fee to help offset these additional costs. All other departments are well below the 83% of budget spent. The increase in Transfers in is due in large part to an increase in budgeted property tax relief from sales tax and the first two payments on the new fire aerial truck. The Change in General Fund balance shows a $790,000 improvement compared to year-to-date results in 2015.

Sales tax collections through July are 2.2% lower than last year's receipts, and still lag 8.3 percent behind budgeted projections. Staff continues to monitor this activity, because the City is just starting to be impacted by the $57,000 reduction in sales tax receipts scheduled under the Nebraska Advantage Act (LB312) funds.

The Street fund's Intergovernmental revenue includes $472,000 in State Highway Buyback dollars and approximately $165,000 in federal grant funds for the completed sidewalk ramp project. YTD street improvement projects are half of last year's amount, due in part to the wet conditions.

In the Other Funds, the City Employee Insurance fund claims have caught up with last year's year-to-date amount, but still is less than budgeted amounts. The increase in the Workers' Compensation Fund expenditures is due to an increase in claims year to date and an increase in the state assessment amount compared to last fiscal year.

On the governmental balance sheet, General Fund (GF) unassigned fund balance is slightly over $10.5 million, with nearly 1.9 million of GF fund balance committed for code enforcement/defense and the levee project. Other fund balances can also be found on Page 2 of this Balance Sheet.

Turning to the Utility reports, current month comparisons of payroll reflect two payrolls in 2016, with three payrolls in 2015 in each fund.

In the Electric Fund, Year to date (YTD) this fund has recognized negative 66% of the Change in Net Position budgeted for the fiscal year. There are a number of mitigating factors to consider. The unscheduled inspection and repairs to the Unit 8 turbine accounts for $869,000 of the current month production costs, as well as the scheduled generator and valve inspection and repairs accounting for $114,000. It is too early to accrue for any insurance recovery, but a significant recovery is expected. In spite of Off system sales being $662,750 lower than the previous YTD revenues, increases in both commercial and residential sales in July have offset that deficit. Accrued depreciation for the Air Quality Control System (AQCS) at $110,000 per month for 8.5 months has added $935,000 in YTD expenses, offset somewhat by the reduction in fuel expense caused by the reduction in off system sales. On a current month basis, overall billable consumption was up nine percent from the prior year, with residential consumption up 24% from July 2015.

In the Water Fund, YTD this fund has recognized 75% of the budgeted Change in Net Position for 2016; however, results are still much improved from 2015 YTD. July consumption is up 23% compared to 2015. In addition to the payroll timing, there is more capital work recorded in the current year.

The Waste Water (Sewer) Fund YTD has recognized 186% of the budgeted Change in Net Position for 2016, after removing the $145,168 of grant funds received in February for the compost screener. Revenues are otherwise lower, with Commercial revenues down 26% for July, and expenses remaining below budgeted levels.

The Gas Fund YTD has recognized 217% of the budgeted Change in Net Position for 2016. This fund's bottom line bounces throughout the year. By way of reference, at this point in 2015, the Gas Fund had recognized 329% of the budgeted Change in Net Position. All expense categories are below 83% spent for the year as well. For the current month, gas consumption by the Electric department for the gas combustion turbine accounted for a $215,000 increase in revenues. We pass through the gas cost without any overhead costs to the plant, but the increased volumes impacted the gas purchase expense line as well. The price of gas has started ascending, but is still below the prior year price.

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

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

	CURRENT YTD JULY 2016	FISCAL YEAR 2015-2016 BUDGET	FISCAL YEAR % BUDGET EXPENDED 2015-2016	PRIOR YEAR YTD JULY 2015	FISCAL YEAR 2014-2015 BUDGET	FISCAL YEAR % BUDGET EXPENDED 2014-2015
Revenue by Type						
Taxes						
Property	2,731,181	4,165,068	65.57	2,714,448	4,126,069	65.79
In Lieu of Tax	6,749	9,000	74.99	6,592	10,000	65.92
Franchise	175,555	240,000	73.15	177,734	274,000	64.87
Business	1,366,048	1,745,000	78.28	849,826	1,162,000	73.13
Intergovernmental	707,162	779,318	90.74	693,252	555,793	124.73
Charges for Services	2,184,528	2,477,300	88.18	2,005,912	2,474,750	81.06
Donations	49,297	604,250	8.16	28,075	140,000	20.05
Interest	28,679	20,000	143.40	19,214	9,250	207.72
Other	17,561	8,493	206.77	38,155	9,493	401.93
Total Revenue	7,266,760	10,048,429	72.32	6,533,208	8,761,355	74.57
Operating Expenditures by Activity						
Council	108,560	146,491	74.11	104,951	2,758,205	3.81
Administration						
City Administrator	211,621	298,159	70.98	188,861	236,891	79.72
Administration	877,113	1,361,385	64.43	960,905	1,524,316	63.04
Human Resources	45,129	88,095	51.23	52,020	184,929	28.13
Information Technologies	120,233	166,490	72.22	124,847	114,640	108.90
City Attorney	241,630	176,937	136.56	159,161	149,998	106.11
City Clerk	129,996	191,989	67.71	149,912	187,063	80.14
Inspections	317,318	395,517	80.23	258,780	330,303	78.35
Sanitation	1,130,169	1,516,091	74.54	1,087,010	1,496,235	72.65
Public Works						
Engineering	314,564	478,365	65.76	365,558	562,933	64.94
Planning Commission	51	300	17.00	123	1,050	11.71
Planning	113,989	155,251	73.42	69,359	117,194	59.18
Police						
Police	3,496,932	4,849,083	72.12	3,352,386	4,481,763	74.80
Animal Shelter	-	-	-	14,656	73,534	19.93
Fire						
Fire	2,397,463	2,998,234	79.96	2,229,894	2,745,266	81.23
Reserve	-	15,246	-	3	16,650	.02
Civil Defense	1,832	13,200	13.88	8,482	12,685	66.87
Parks						
Facilities	236,853	372,273	63.62	214,490	342,466	62.63
Parks	948,877	1,371,431	69.19	937,661	1,333,663	70.31
Recreation	324,040	439,427	73.74	296,606	377,222	78.63
Splash Station	196,827	302,357	65.10	166,981	287,833	58.01
Ronin	40,156	81,718	49.14	32,504	59,891	54.27
Cemetery	115,190	143,659	80.18	101,471	138,542	73.24
Library	777,788	1,083,942	71.76	771,831	1,018,582	75.78
Grant Appropriations	-	540,000	-	-	115,794	-
Total Operating Expenditures	12,146,331	17,185,640	70.68	11,648,452	18,667,648	62.40

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

	CURRENT YTD JULY 2016	FISCAL YEAR 2015-2016 BUDGET	FISCAL YEAR % BUDGET EXPENDED 2015-2016	PRIOR YEAR YTD JULY 2015	FISCAL YEAR 2014-2015 BUDGET	FISCAL YEAR % BUDGET EXPENDED 2014-2015
Capital Expenditures by Activity						
Council	-	-	-	2,122	-	-
Administration						
City Administrator	-	-	-	1	-	-
Information Technologies	2,800	40,070	6.99	58,830	-	-
Public Works						
Police						
Police	25,334	270,900	9.35	47,761	87,390	54.65
Fire						
Fire	676,288	1,200,750	56.32	52,625	1,158,800	4.54
Parks						
Facilities	-	66,500	-	-	-	-
Parks	103,296	246,000	41.99	35,335	24,500	144.22
Splash Station	-	50,000	-	-	-	-
Ronin	-	-	-	14,570	18,000	80.94
Cemetery	3,250	190,000	1.71	420	50,000	.84
Library	-	5,000	-	4,535	-	-
Total Capital Expenditures	810,968	2,069,220	39.19	216,199	1,338,690	16.15
Total Expenditures	12,957,299	19,254,860	67.29	11,864,651	20,006,338	59.30
Excess/(Deficiency) of Revenues Over Expenditures	(5,690,539)	(9,206,431)	-	(5,331,443)	(11,244,983)	-
Other Financing Sources (Uses)						
Transfers in	6,573,143	8,580,931	76.60	5,466,323	7,791,658	70.16
Transfers out	(23,611)	(117,490)	20.10	(69,584)	(54,545)	127.57
Net transfers	6,549,532	8,463,441	-	5,396,739	7,737,113	-
Net change in fund balance	858,993	(742,990)	-	65,296	(3,507,870)	-

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

Preliminary (Unaudited)
City of Fremont - Special Revenue/Sales Tax Fund
Statement of Revenues and Expenditures
As of July 31, 2016

	CURRENT YTD JULY 2016	FISCAL YEAR 2015-2016 BUDGET	FISCAL YEAR % BUDGET EXPENDED 2015-2016	PRIOR YEAR YTD JULY 2015	FISCAL YEAR 2014-2015 BUDGET	FISCAL YEAR % BUDGET EXPENDED 2014-2015
Revenue by Type						
Taxes						
Sales	3,993,788	6,534,000	61.12	4,083,914	5,641,280	72.39
Charges for Services	25,032	-	-	37,054	40,000	92.64
Interest	60,724	38,450	157.93	43,291	33,360	129.77
Other	29,167	-	-	22,641	3,333	679.30
Total Revenue	4,108,711	6,572,450	62.51	4,186,900	5,717,973	73.22
Expenditures by Activity						
Economic Enhancement (LB 840)	7,541	2,000,000	.38	1,014,275	1,210,000	83.82
Total Expenditures	7,541	2,000,000	.38	1,014,275	1,210,000	83.82
Excess/(Deficiency)of Revenues Over Expenditures	4,101,170	4,572,450	-	3,172,625	4,507,973	-
Other Financing Sources (Uses)						
Transfers out	(3,532,329)	(7,761,824)	45.51	(2,588,260)	(6,285,267)	41.18
Net transfers	(3,532,329)	(7,761,824)	-	(2,588,260)	(6,285,267)	-
Net change in fund balance	568,841	(3,189,374)	-	584,365	(1,777,294)	-

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

	CURRENT YTD JULY 2016	FISCAL YEAR 2015-2016 BUDGET	FISCAL YEAR % BUDGET EXPENDED 2015-2016	PRIOR YEAR YTD JULY 2015	FISCAL YEAR 2014-2015 BUDGET	FISCAL YEAR % BUDGET EXPENDED 2014-2015
Revenue by Type						
Taxes						
Motor Vehicle	383,892	490,000	78.35	362,395	450,000	80.53
Intergovernmental	2,832,253	3,077,502	92.03	2,073,018	2,357,000	87.95
Charges for Services	30,031	35,000	85.80	33,692	30,000	112.31
Interest	25,313	30,000	84.38	12,899	29,500	43.73
Other	2,754	-	-	17,508	-	-
Total Revenue	3,274,243	3,632,502	90.14	2,499,512	2,866,500	87.20
Expenditures by Activity						
Public Works						
Streets	2,112,484	2,726,747	77.47	1,927,927	2,508,375	76.86
Streets Improvement	423,428	3,920,097	10.80	943,447	3,764,100	25.06
Total Expenditures	2,535,912	6,646,844	38.15	2,871,374	6,272,475	45.78
Excess/(Deficiency) of Revenues Over Expenditures	738,331	(3,014,342)	-	(371,862)	(3,405,975)	-
Other Financing Sources (Uses)						
Transfers in	159,318	1,875,738	8.49	392,043	2,061,800	19.01
Net transfers	159,318	1,875,738	-	392,043	2,061,800	-
Net change in fund balance	897,649	(1,138,604)	-	20,181	(1,344,175)	-

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

	CURRENT YTD JULY 2016	FISCAL YEAR 2015-2016 BUDGET	FISCAL YEAR % BUDGET EXPENDED 2015-2016	PRIOR YEAR YTD JULY 2015	FISCAL YEAR 2014-2015 BUDGET	FISCAL YEAR % BUDGET EXPENDED 2014-2015
REVENUE BY FUND						
COMMUNITY DEVELOPMENT AGY	132,197	243,500	54.29	115,141	228,300	50.43
DEBT SERVICE	208,544	321,717	64.82	205,791	318,782	64.56
KENO	486,174	589,748	82.44	475,634	575,900	82.59
PUBLIC USE	24	2,000	1.20	448	1,750	25.60
DOWNTOWN IMPROVEMENT DISTRICT	11,083	11,615	95.42	11,593	-	-
TRANSIT	-	-	-	-	49,505	-
ECONOMIC ENHANCEMENT	382	500	76.40	539	500	107.80
AIRPORT	133,347	293,500	45.43	139,046	139,950	99.35
CDBG	94,189	1,102,500	8.54	111,790	1,002,000	11.16
ENHANCED 911	671,092	979,242	68.53	648,066	929,460	69.73
DRUG TASK FORCE	23,258	-	-	-	416,117	-
WIRELESS E911	58,654	80,000	73.32	65,983	79,200	83.31
SPECIAL PROJECTS	1,125	1,321,131	.09	1,175	1,125,250	.10
IMPROVEMENTS	89,010	1,422,000	6.26	123,734	1,575,000	7.86
CITY EMPL INS BENEFIT	5,520,848	6,602,659	83.62	4,682,130	5,013,988	93.38
WORKERS COMPENSATION	500,783	605,000	82.77	417,006	502,000	83.07
EMPLOYEE WELLNESS	3,372	4,400	76.64	381	3,710	10.27
TOTAL REVENUE	7,934,082	13,579,512	58.43	6,998,457	11,961,412	58.51
EXPENDITURES BY FUND						
COMMUNITY DEVELOPMENT AGY	110,998	199,500	55.64	98,793	228,300	43.27
DEBT SERVICE	329,658	329,983	99.90	321,773	322,098	99.90
KENO	99,122	213,894	46.34	97,465	220,596	44.18
DOWNTOWN IMPROVEMENT DISTRICT	1,674	11,615	14.41	3,990	13,000	30.69
TRANSIT	-	-	-	-	61,480	-
ECONOMIC ENHANCEMENT	10,000	200,000	5.00	310,000	100,000	310.00
AIRPORT	84,831	285,169	29.75	85,341	119,327	71.52
CDBG	175,953	1,104,800	15.93	103,948	1,018,000	10.21
ENHANCED 911	722,869	1,005,179	71.91	707,757	942,101	75.13
DRUG TASK FORCE	21,156	9,000	235.07	178,041	303,480	58.67
SPECIAL PROJECTS	5,053	2,253,770	.22	2,775	1,250,000	.22
IMPROVEMENTS	3,223	1,424,100	.23	2,266	1,590,000	.14
CITY EMPL INS BENEFIT	4,539,118	6,199,047	73.22	4,519,351	5,592,100	80.82
WORKERS COMPENSATION	614,669	685,000	89.73	406,924	587,500	69.26
EMPLOYEE WELLNESS	3,150	4,400	71.59	4,957	3,550	139.63
TOTAL EXPENDITURES	6,721,474	13,925,457	48.27	6,843,381	12,351,532	55.41

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

	CURRENT YTD JULY 2016	FISCAL YEAR 2015-2016 BUDGET	FISCAL YEAR % BUDGET EXPENDED 2015-2016	PRIOR YEAR YTD JULY 2015	FISCAL YEAR 2014-2015 BUDGET	FISCAL YEAR % BUDGET EXPENDED 2014-2015
EXCESS/(DEFICIENCY)OF REVENUES OVER EXPENDITURES	1,212,608	(345,945)	-	155,076	(390,120)	-
OTHER FINANCING SOURCES (USES)						
TRANSFERS IN	29,905	1,110,876	2.69	140,080	299,616	46.75
TRANSFERS OUT	(448,556)	(600,037)	74.75	(521,929)	(696,638)	74.92
NET TRANSFERS	(418,651)	510,839	-	(381,849)	(397,022)	-
NET CHANGE IN FUND BALANCE	793,957	164,894	-	(226,773)	(787,142)	-

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

	General Fund	Sales Tax/ Special Revenue Fund	Street Fund	Community Development Agency	Other Governmental Funds	Total Governmental Funds	Internal Service Funds (CEI/WC/EW)
ASSETS							
Cash and Cash Equivalents	$ 5,814,277	$ 5,733,850	$ 2,499,565	$ 130,989	$ 2,229,914	$ 16,408,595	$ 1,462,204
Investments	6,274,174	11,450,000	3,850,000	-	1,770,000	23,344,174	1,500,000
County treasurer cash	-	-	-	-	-	-	-
Receivables							
Special Assessments	-	-	-	-	397,065	397,065	-
Accounts, net of allowance for doubtful accounts	267,082	-	35,770	-	7,700	310,552	-
Notes receivable, net of allowance for doubtful accounts	9,973	1,013,333	-	-	1,229,385	2,252,691	-
Interest	4,020	38,087	16,139	-	26,247	84,492	17,225
Property tax	219,024	-	-	-	9,142	228,166	-
Business tax	-	-	-	-	-	-	-
Other tax	-	-	-	-	-	-	-
TIF bonds receivable	-	-	-	691,689	-	691,689	-
Due from other governments	44,445	-	-	-	67,215	111,660	-
Due from other funds	653,953	135,898	6,521	-	2,050	798,421	-
Prepaid Expenses	-	-	-	-	-	-	-
Total assets	$ 13,286,949	$ 18,371,168	$ 6,407,995	$ 822,678	$ 5,738,718	$ 44,627,506	$ 2,979,429
LIABILITIES							
Accounts payable	$ 111,795	$ 2,500	$ 15,287	-	$ 22,624	$ 152,206	-
Accrued expenses	436,403	-	60,337	-	38,660	535,399	-
Due to other governments	1,601	-	-	-	-	1,601	-
Due to other funds	44,890	14,445	3,513	415,079	369,923	847,849	-
TIF bonds payable	-	-	-	450,066	-	450,066	-
Advanced revenue	-	-	-	-	-	-	-
Unearned revenue	-	-	-	-	900	900	-
Total liabilities	594,689	16,945	79,137	865,145	432,107	1,988,021	-
DEFERRED INFLOWS OF RESOURCES							
Unavailable revenue-property taxes	123,214	-	-	-	5,848	129,062	-
Unavailable revenue-other local tax	-	-	-	-	279,268	279,268	-
Unavailable revenue-fees and other	166,544	-	51,909	-	74,914	293,367	-
Unavailable revenue-notes	-	-	-	241,624	135,898	377,522	-
Total deferred inflows	289,758	-	51,909	241,624	495,928	1,079,219	-

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

	General Fund	Sales Tax/ Special Revenue Fund	Street Fund	Community Development Agency	Other Governmental Funds	Total Governmental Funds	Internal Service Funds (CEI/WC/EW)
FUND BALANCES (DEFICIT)							
Nonspendable:							
Permanent fund principal	-	-	-	-	125,000	125,000	-
Prepaid expenses	-	-	-	-	-	-	-
Notes receivable	9,973	1,013,333	-	-	1,139,385	2,162,691	-
Restricted for:							
Debt service	-	-	-	-	(10,323)	(10,323)	-
Street Improvements	-	4,308,419	6,276,950	-	-	10,585,368	-
Public safety	-	1,370,297	-	-	44,467	1,414,765	-
Infrastructure	-	6,088,149	-	-	-	6,088,149	-
Property tax relief	-	224,024	-	-	-	224,024	-
Economic Development	-	5,350,001	-	-	186,050	5,536,051	-
Capital/special projects	-	-	-	-	2,422,464	2,422,464	-
Federal programs	-	-	-	-	10,448	10,448	-
Community betterment	-	-	-	-	575,236	575,236	-
Community development block grant	-	-	-	-	53,838	53,838	-
Committed for:							
Code enforcement/defense & Levee	1,863,705	-	-	-	-	1,863,705	-
Assigned for:							
Budget stabilization	-	-	-	-	-	-	-
Other	-	-	-	-	247,741	247,741	-
Unassigned	10,528,821	-	-	(284,089)	16,376	10,261,107	2,979,430
Total fund balances	12,402,500	18,354,223	6,276,950	(284,089)	4,810,682	41,560,265	2,979,430
Total liabilities, deferred inflows of resources and fund balances	$ 13,286,947	$ 18,371,168	$ 6,407,996	$ 822,680	$ 5,738,717	$ 44,627,505	$ 2,979,430

FREMONT DEPARTMENT OF UTILITIES
ELECTRIC SYSTEM
FINANCE ACTIVITY
FOR MONTH ENDED 07/31/16

	CURRENT YEAR ACTUAL Current Month	CURRENT YEAR ACTUAL Year-To-Date	PRIOR YEAR ACTUAL Current Month	PRIOR YEAR ACTUAL Year-To-Date	CURRENT YEAR BUDGET Year-To-Date	ANNUAL BUDGET	% BUDGET
REVENUE IN DOLLARS							
Operating Revenue	4,292,174	28,330,064	3,848,820	27,996,452	31,366,230	37,639,500	75.27
Less Operating Expense	3,712,828	25,501,325	2,763,841	22,456,934	26,837,340	32,205,495	79.18
Net Operating Revenue	579,346	2,828,739	1,084,979	5,539,518	4,528,890	5,434,005	52.06
Nonoperating Revenue	13,214	183,010	5,941	296,044	195,820	235,000	77.88
Less Nonoperating Expense	852,310	2,178,861	865,444	2,220,294	1,825,740	2,190,900	99.45
Net Nonoperating Revenue	(839,096)	(1,995,851)	(859,503)	(1,924,250)	(1,629,920)	(1,955,900)	102.04
Net Operating Revenue	579,346	2,828,739	1,084,979	5,539,518	4,528,890	5,434,005	52.06
Net Nonoperating Revenue	(839,096)	(1,995,851)	(859,503)	(1,924,250)	(1,629,920)	(1,955,900)	102.04
Net Revenue	(259,750)	832,888	225,476	3,615,268	2,898,970	3,478,105	23.95
Interfund Transfer In	-	23,611	-	69,584	95,990	115,190	20.50
Interfund Transfer Out	(179,448)	(1,794,487)	(248,034)	(2,030,342)	(1,810,710)	(2,172,865)	82.59
Net Interfund Transfer	(179,448)	(1,770,876)	(248,034)	(1,960,758)	(1,714,720)	(2,057,675)	86.06
Change in Net Position	(439,198)	(937,988)	(22,558)	1,654,510	1,184,250	1,420,430	(66.04)
EXPENSE IN DOLLARS							
Production	2,777,074	16,185,440	1,940,395	14,845,804	17,221,280	20,665,693	78.32
Distribution	226,553	2,193,163	246,626	2,086,188	2,523,850	3,028,797	72.41
Administrative & General	975,969	3,596,551	1,047,372	3,556,802	3,259,970	3,912,305	91.93
Depreciation	367,484	3,516,848	255,038	2,560,074	3,870,150	4,644,200	75.73
Subtotal	4,347,080	25,492,002	3,489,431	23,048,868	26,875,250	32,250,995	79.04
Purchased Power	218,058	2,188,184	139,854	1,628,360	1,787,500	2,145,000	102.01
Cost of Inventory Sold	-	-	-	-	330	400	-
Total Expenses	4,565,138	27,680,186	3,629,285	24,677,228	28,663,080	34,396,395	80.47
INFORMATIONAL ONLY, all amounts included above:							
PAYROLL IN DOLLARS							
Regular	470,317	4,963,191	668,279	4,776,468	5,533,220	6,639,916	74.75
Overtime	64,632	472,608	59,517	416,535	477,910	573,500	82.41
Total Payroll	534,949	5,435,799	727,796	5,193,003	6,011,130	7,213,416	75.36
Off System Sales	203,075	570,825	386,350	1,233,575	1,500,000	1,800,000	31.71
Late Payment Revenue	19,709	153,292	17,949	159,322	-	-	-
Fixed Asset/Capital WIP	(13,643)	279	21,449	269,398	-	-	-

FREMONT DEPARTMENT OF UTILITIES
WATER SYSTEM
FINANCE ACTIVITY
FOR MONTH ENDED 07/31/16

	CURRENT YEAR ACTUAL Current Month	CURRENT YEAR ACTUAL Year-To-Date	PRIOR YEAR ACTUAL Current Month	PRIOR YEAR ACTUAL Year-To-Date	CURRENT YEAR BUDGET Year-To-Date	ANNUAL BUDGET	% BUDGET
REVENUE IN DOLLARS							
Water Sales	350,453	2,596,802	291,831	2,296,244	2,759,160	3,311,000	78.43
Tap Fees	-	-	-	5,870	5,000	6,000	-
Total Operating Revenue	350,453	2,596,802	291,831	2,302,114	2,764,160	3,317,000	78.29
Less Operating Expense	202,518	2,048,314	225,845	2,003,164	2,218,280	2,662,395	76.94
Net Operating Revenue	147,935	548,488	65,986	298,950	545,880	654,605	83.79
Nonoperating Revenue	451	32,945	1,028	51,720	11,820	14,200	232.01
Less Nonoperating Expense	-	107,088	-	174,063	135,040	162,058	66.08
Net Nonoperating Revenue	451	(74,143)	1,028	(122,343)	(123,220)	(147,858)	50.14
Net Operating Revenue	147,935	548,488	65,986	298,950	545,880	654,605	83.79
Net Nonoperating Revenue	451	(74,143)	1,028	(122,343)	(123,220)	(147,858)	50.14
Net Revenue	148,386	474,345	67,014	176,607	422,660	506,747	93.61
Interfund Transfer In	-	4,068	-	12,199	88,440	106,134	3.83
Interfund Transfer Out	(15,776)	(157,768)	(12,500)	(125,000)	(154,920)	(185,914)	84.86
Net Interfund Transfer	(15,776)	(153,700)	(12,500)	(112,801)	(66,480)	(79,780)	192.65
Change in Net Position	132,610	320,645	54,514	63,806	356,180	426,967	75.10
EXPENSE IN DOLLARS							
Production	37,583	295,368	21,809	270,706	389,590	467,650	63.16
Distribution	42,517	499,771	77,486	552,047	517,730	621,420	80.42
Administrative & General	43,549	572,840	49,996	592,062	623,090	747,883	76.59
Depreciation	78,869	787,423	76,554	762,412	822,910	987,500	79.74
Total Expense	202,518	2,155,402	225,845	2,177,227	2,353,320	2,824,453	76.31
INFORMATIONAL ONLY, all amounts included above:							
PAYROLL IN DOLLARS							
Regular	48,707	538,376	75,707	505,483	556,500	667,845	80.61
Overtime	3,235	26,260	2,564	26,843	26,410	31,700	82.84
Total Payroll	51,942	564,636	78,271	532,326	582,910	699,545	80.71
Fixed Asset/Capital WIP	-	-	16,871	16,871	-	-	-

FREMONT DEPARTMENT OF UTILITIES
SEWER SYSTEM
FINANCE ACTIVITY
FOR MONTH ENDED 07/31/16

	CURRENT YEAR ACTUAL Current Month	CURRENT YEAR ACTUAL Year-To-Date	PRIOR YEAR ACTUAL Current Month	PRIOR YEAR ACTUAL Year-To-Date	CURRENT YEAR BUDGET Year-To-Date	ANNUAL BUDGET	% BUDGET
REVENUE IN DOLLARS							
Sewer Rentals	449,721	4,178,950	545,812	4,277,262	4,000,820	4,801,000	87.04
Tap Fees	-	-	-	9,740	-	-	-
Total Operating Revenue	449,721	4,178,950	545,812	4,287,002	4,000,820	4,801,000	87.04
Less Operating Expense	326,213	3,359,905	376,205	3,159,525	3,554,950	4,266,410	78.75
Net Operating Revenue	123,508	819,045	169,607	1,127,477	445,870	534,590	153.21
Nonoperating Revenue	479	206,157	333	58,629	55,160	66,200	311.42
Less Nonoperating Expense	-	27,142	-	64,465	44,870	53,856	50.40
Net Nonoperating Revenue	479	179,015	333	(5,836)	10,290	12,344	1,450.22
Net Operating Revenue	123,508	819,045	169,607	1,127,477	445,870	534,590	153.21
Net Nonoperating Revenue	479	179,015	333	(5,836)	10,290	12,344	1,450.22
Net Revenue	123,987	998,060	169,940	1,121,641	456,160	546,934	182.48
Interfund Transfer In	-	3,260	-	9,777	70,880	85,063	3.83
Interfund Transfer Out	(26,749)	(267,496)	(12,500)	(125,000)	(262,680)	(315,220)	84.86
Net Interfund Transfer	(26,749)	(264,236)	(12,500)	(115,223)	(191,800)	(230,157)	114.81
Change in Net Position	97,238	733,824	157,440	1,006,418	264,360	316,777	231.65
EXPENSE IN DOLLARS							
Production	127,553	1,372,877	170,846	1,353,212	1,451,080	1,741,500	78.83
Collection	44,519	408,796	44,165	294,198	455,160	546,265	74.83
Administrative & General	45,341	507,128	54,137	511,250	560,840	673,201	75.33
Depreciation	108,800	1,098,246	107,057	1,065,330	1,132,740	1,359,300	80.79
Total Expense	326,213	3,387,047	376,205	3,223,990	3,599,820	4,320,266	78.40
INFORMATIONAL ONLY, all amounts included above:							
PAYROLL IN DOLLARS							
Regular	79,595	828,613	112,177	765,827	909,640	1,091,600	75.91
Overtime	2,989	28,536	1,968	25,143	32,490	39,000	73.17
Total Payroll	82,584	857,149	114,145	790,970	942,130	1,130,600	75.81
Fixed Asset/Capital WIP	-	-	-	-	-	-	-

FREMONT DEPARTMENT OF UTILITIES
GAS SYSTEM
FINANCE ACTIVITY
FOR MONTH ENDED 07/31/16

	CURRENT YEAR ACTUAL Current Month	CURRENT YEAR ACTUAL Year-To-Date	PRIOR YEAR ACTUAL Current Month	PRIOR YEAR ACTUAL Year-To-Date	CURRENT YEAR BUDGET Year-To-Date	ANNUAL BUDGET	% BUDGET
REVENUE IN DOLLARS							
Operating Revenue	733,906	10,032,213	579,411	12,543,131	12,445,810	14,935,000	67.17
Less Operating Expense	754,171	9,104,656	671,932	11,173,207	11,726,780	14,072,475	64.70
Net Operating Revenue	(20,265)	927,557	(92,521)	1,369,924	719,030	862,525	107.54
Nonoperating Revenue	663	5,542	678	42,306	29,160	35,000	15.83
Less Nonoperating Expense	-	5,890	-	6,141	9,810	11,780	50.00
Net Nonoperating Revenue	663	(348)	678	36,165	19,350	23,220	(1.50)
Net Operating Revenue	(20,265)	927,557	(92,521)	1,369,924	719,030	862,525	107.54
Net Nonoperating Revenue	663	(348)	678	36,165	19,350	23,220	(1.50)
Net Revenue	(19,602)	927,209	(91,843)	1,406,089	738,380	885,745	104.68
Interfund Transfer In	-	-	-	-	-	-	-
Interfund Transfer Out	(56,905)	(569,057)	(107,989)	(629,892)	(600,470)	(720,582)	78.97
Net Interfund Transfer	(56,905)	(569,057)	(107,989)	(629,892)	(600,470)	(720,582)	78.97
Change in Net Position	(76,507)	358,152	(199,832)	776,197	137,910	165,163	216.85
EXPENSE IN DOLLARS							
Gas Purchase Expense	525,138	6,642,148	401,732	8,875,016	9,166,660	11,000,000	60.38
Distribution	105,682	1,141,715	125,377	1,086,906	1,170,680	1,404,960	81.26
Administrative & General	87,865	947,195	106,736	824,898	999,660	1,199,785	78.95
Depreciation	35,486	379,488	38,087	392,528	399,590	479,510	79.14
Total Expense	754,171	9,110,546	671,932	11,179,348	11,736,590	14,084,255	64.69
INFORMATIONAL ONLY, all amounts included above:							
PAYROLL IN DOLLARS							
Regular	90,502	1,007,532	154,273	1,050,656	1,032,470	1,239,000	81.32
Overtime	1,500	18,089	2,047	19,262	23,160	27,800	-
Total Payroll	92,002	1,025,621	156,320	1,069,918	1,055,630	1,266,800	80.96
Late Payment Revenue	2,932	60,714	1,792	46,660	54,160	65,000	93.41
Fixed Asset/Capital WIP	-	-	-	-	-	-	-

CITY OF FREMONT, NEBRASKA

STATEMENT OF NET POSITION - PROPRIETARY FUNDS

July 31, 2016

	Enterprise Funds				
	Electric Fund	Water Fund	Sewer Fund	Gas Fund	Total
ASSETS					
Current assets:					
Cash and cash equivalents	$ 2,571,952	$ 1,982,142	$ 2,239,558	$ 3,283,271	$ 10,076,923
Investments	13,768,892	-	5,057,870	3,948,815	22,775,577
Receivables					
Accounts, net of allowance for doubtful accounts	1,911,943	276,981	141,144	246,564	2,576,631
Budget billing balance	(361,658)				(361,658)
Unbilled revenue	2,239,876	240,680	426,810	538,968	3,446,335
Due from other funds	35,947	9,103	3,020	281,357	329,428
Due from other governments	-	-	-	-	-
Interest	125,828	4,795	21,219	19,842	171,683
Inventory	6,574,796	335,758	142,953	889,346	7,942,853
Prepaid expenses	113,848	37,249	38,538	76,794	266,427
Total current assets	26,981,424	2,886,708	8,071,112	9,284,956	47,224,200
Noncurrent assets:					
Restricted cash and cash equivalents	1,508,740	33,680	-	-	1,542,420
Restricted investments	7,179,908	875,000	317,130	51,185	8,423,223
Unamortized bond discount	129,762	12,522	9,190	1,940	153,413
Unamortized bond insurance	66,576	17,632	12,335	2,379	98,922
Capital assets					
Land	2,086,695	1,890,618	143,803	116,340	4,237,456
Construction in progress	58,059,150	402,128	230,841	105,181	58,797,300
Depreciable capital assets	140,596,323	39,566,446	50,437,261	15,832,039	246,432,069
Less Accumulated depreciation	(93,537,721)	(16,182,482)	(24,449,937)	(10,656,201)	(144,826,342)
Net capital assets	107,204,446	25,676,709	26,361,968	5,397,359	164,640,483
Total noncurrent assets	116,089,432	26,615,543	26,700,623	5,452,863	174,858,462
Total assets	143,070,856	29,502,252	34,771,734	14,737,820	222,082,662
LIABILITIES					
Current liabilities:					
Accounts payable	976,980	60,700	27,343	704,355	1,769,377
Due to other funds	280,000	-	-	-	280,000
Accrued payroll and vacation	422,585	22,276	56,029	80,955	581,846
Sales tax payable	256,206	25	-	23	256,254
Accrued interest payable	626,339	33,268	4,819	919	665,345
Customer deposits	520,147	825	-	-	520,972
Warranty reserve surge protection	5,504	-	-	-	5,504
Current portion of long-term obligations	2,462,921	282,054	279,696	35,330	3,060,001
Total current liabilities	5,550,682	399,148	367,888	821,582	7,139,299
Noncurrent liabilities:					
Fly Ash liability	249,428	-	-	-	249,428
Compensated absences	502,279	42,939	44,749	154,348	744,315
Unamortized bond premium	2,044,035	50,713	275	-	2,095,023
Noncurrent portion of long-term obligations	57,007,026	6,590,228	2,107,448	355,298	66,059,999
Total noncurrent liabilities	59,802,769	6,683,880	2,152,472	509,646	69,148,766
Total liabilities	65,353,450	7,083,027	2,520,359	1,331,227	76,288,064
NET POSITION					
Invested in capital assets, net	47,801,076	18,822,060	23,987,159	5,009,111	95,619,405
Restricted for:					
Debt service	7,179,908	908,680	317,130	51,185	8,456,903
Fly Ash disposal	250,572	-	-	-	250,572
Unrestricted	22,485,851	2,688,485	7,947,086	8,346,297	41,467,718
Total net position	$ 77,717,406	$ 22,419,224	$ 32,251,375	$ 13,406,592	$ 145,794,598

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: John Hemschemeyer – Director of Human Resources

DATE: August 23, 2016

SUBJECT: Firefighter

Recommendation: Move to appoint Peter Kafonek as Firefighter EMT per Mayor recommendation.

Background: Position are open due to the passing of Rob Taylor. Civil Service Commission provided qualified candidates to the Mayor.

CITY OF
FREMONT
NEBRASKA PATHFINDERS

400 East Military Avenue, Fremont, NE 68025-5141

August 17, 2016

Honorable Mayor and City Council
City of Fremont
Fremont, NE 68025

Dear Mayor and City Council:

The Civil Service Commission certifies the following candidates are eligible for appointment to the Firefighter vacancy in the Fremont Fire Department.

Austin Burke Valley, NE 68064	Peter Kafonek Omaha, NE 68122	Adam Nielsen Omaha, NE 68154

Relevant experience, education, and training were evaluated to assess the suitability of the applicants for the vacancy.

Sincerely,

Stephen F Tellatin
Civil Service Commission

EQUAL HOUSING OPPORTUNITY

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: John Hemschemeyer – Director of Human Resources

DATE: August 23, 2016

SUBJECT: Police Officer

Recommendation: Move to appoint Nicholas Harvey as Police Officer per Mayor recommendation.

Background: Position is open due to the resignation of Craig Tarr. Civil Service Commission provided qualified candidates to the Mayor.

CITY OF
FREMONT
NEBRASKA PATHFINDERS

400 East Military Avenue, Fremont, NE 68025-5141

August 18, 2016

Honorable Mayor and City Council
City of Fremont
Fremont, NE 68025

Dear Mayor and City Council:

The Civil Service Commission certifies the following candidates are eligible for appointment to the Police Officer vacancy in the Fremont Police Department.

Nichols Harvey Papillion, NE 68046	Seth Howard Fremont, NE 68025	Justin Wiles Omaha, NE 68124

Relevant experience, education, and training were evaluated to assess the suitability of the applicants for the vacancy.

Sincerely,

Stephen F Tellatin
Civil Service Commission

EQUAL HOUSING OPPORTUNITY

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: TYLER FICKEN, CITY CLERK/

DATE: AUGUST 30, 2015

SUBJECT: CLASS C LIQUOR LICENSE RENEWALS

Recommendation: Move to approve resolution

Background: Liquor Control Commission requires Council approval of renewal of current liquor licenses. All proposed renewals have been published in the paper according to the terms of the Nebraska Liquor Control Commission. No objections to the renewals have been received.

LIC #	BUSINESS NAME BUSINESS ADDRESS	ISSUED	TYPE	CLASSIFICATION
16-00000189	BAKERS SUPERMARKET 323 1531 N BELL FREMONT NE 68025-3536	8/25/15	RNW	LIQUOR LICENSE CLASS C
16-00000186	BIG RED RESTAURANT AND SPORTS 2323 N LAVERNA FREMONT NE 68025	10/01/15	RNW	LIQUOR LICENSE CLASS C
16-00000187	CORNER BAR 300 N MAIN FREMONT NE 68025-5058	9/21/15	RNW	LIQUOR LICENSE CLASS C
16-00000194	DJS BAR AND GRILL 415 S MAIN FREMONT NE 68025-5645	9/10/15	RNW	LIQUOR LICENSE CLASS C
16-00000195	DOES PLACE 148 N MAIN FREMONT NE 68025-5674	10/30/15	RNW	LIQUOR LICENSE CLASS C
16-00000197	DUGOUT BAR 239 E 6 FREMONT NE 68025-5031	10/30/15	RNW	LIQUOR LICENSE CLASS C
16-00000199	EAGLES FRAT ORDER AERIE 200 649 N MAIN FREMONT NE 68025-5063	10/26/15	RNW	LIQUOR LICENSE CLASS C
16-00000200	FREMONT GOLF CLUB 2710 N SOMERS #1 FREMONT NE 68025	10/16/15	RNW	LIQUOR LICENSE CLASS C
16-00000239	GATHERING SOCIAL HALL 750 N CLARMAR FREMONT NE 68025	10/23/15	RNW	LIQUOR LICENSE CLASS C
16-00000280	HYVEE FOOD STORE 840 E 23 FREMONT NE 68025-2445	10/22/15	RNW	LIQUOR LICENSE CLASS C
16-00000206	IRVS DELI AND MORE 345 N MAIN FREMONT NE 68025-5057	10/30/15	RNW	LIQUOR LICENSE CLASS C
16-00000208	JACKS 1604 N BELL FREMONT NE 68025-3157	9/21/15	RNW	LIQUOR LICENSE CLASS C
16-00000210	KINGS TREE 1725 E MILITARY FREMONT NE 68025	10/30/15	RNW	LIQUOR LICENSE CLASS C
16-00000211	LA FIREPROOF DOOR COMPANY 325 N MAIN FREMONT NE 68025-5057	10/29/15	RNW	LIQUOR LICENSE CLASS C

LIC #	BUSINESS NAME BUSINESS ADDRESS	ISSUED	TYPE	CLASSIFICATION
16-00001925	LAS FUENTES JALISCO RESTAURANT 102 N MAIN FREMONT NE 68025	5/27/16	NEW	LIQUOR LICENSE CLASS C
16-00000213	PLAZA LANES 520 W 23 FREMONT NE 68025-2551	11/02/15	RNW	LIQUOR LICENSE CLASS C
16-00000215	RDS PLACE 2215 N BROAD FREMONT NE 68025-2534	10/30/15	RNW	LIQUOR LICENSE CLASS C
16-00000216	SAN ANNA PIZZA AND MEXICAN 1945 E MILITARY FREMONT NE 68025	10/29/15	RNW	LIQUOR LICENSE CLASS C
16-00000217	SILVER DOLLAR 1809 N BELL FREMONT NE 68025-3160	1/25/16	RNW	LIQUOR LICENSE CLASS C
16-00000220	THIRTY BOWL 1205 E 23 FREMONT NE 68025	10/21/15	RNW	LIQUOR LICENSE CLASS C
16-00000221	TIN LIZZY TAVERN 1682 E 23 AVE N FREMONT NE 68025	10/30/15	RNW	LIQUOR LICENSE CLASS C
16-00000224	WHIS'S END ZONE LOUNGE 845 S BROAD FREMONT NE 68025-6005	10/16/15	RNW	LIQUOR LICENSE CLASS C
16-00002036	WINE EXPERIENCE LLC 415 N MAIN FREMONT NE 68025-5059	7/08/16	NEW	LIQUOR LICENSE CLASS C

RESOLUTION NO. _____

A resolution of the City Council of the City of Fremont, Nebraska, to approve retail liquor licenses for a period from November 1, 2016 to November 1, 2017.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Fremont, Nebraska, that the following Retail Liquor Licenses displayed as EXHIBIT "A" be renewed for a one year period from November 1, 2016 to November 1, 2017, subject to State approval.

EXHIBIT "A" ATTACHED

PASSED AND APPROVED THIS _____DAY OF _____, 2016

_____
SCOTT GETZSCHMAN, MAYOR

ATTEST:

_____
TYLER FICKEN
City Clerk

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Erin Smith, Accounting Associate

DATE: August 25, 2016

SUBJECT: CDBG 2015 Downtown Revitalization Program award recommendations

Recommendation: Approve resolution reallocating award funding for downtown projects for Downtown Revitalization Community Development Block Grant

Background: On October 1, 2015, the City of Fremont received notification from the Nebraska Department of Economic Development (DED) that $350,000 was awarded for the Downtown Revitalization program to be used for façade and building improvements with $325,000 designated for downtown projects. On February 23, 2016, the City Council of the City of Fremont approved awarding the $325,000.00 in Downtown Revitalization grant funds amongst twelve local businesses in the Downtown District, subject to environmental reviews conducted by the Northeast Nebraska Economic Development District. One project, awarded $30,000, did not meet the criteria of the environmental reviews, making these funds again available.

Three applications were received from property owners in the Downtown District with requests ranging from $26,875.00 to $2,269.00. All applications included at least 50% matching funds. Applications were evaluated by a review committee based upon the Guidelines for the Façade and Building Improvement Program.

It is recommended the Council authorize funding for the following projects totaling $12,769.20, subject to environmental reviews conducted by the Northeast Nebraska Economic Development District:

Katie Eikmeier, 534 N Main St	$ 2,269.20
Cyndi Whitten, 114 E Military Ave	$10,500.00

Fiscal Impact: None. No additional expenditures by the City; matching funds are provided by the business owners.

RESOLUTION NO. _____

A Resolution of the City Council of the City of Fremont, Nebraska, approving use of funding from the Nebraska Department of Economic Development for Community Development Block Grant (CDBG) Downtown Revitalization activities in the amount of $12,769.20, subject to environmental reviews. Awards are also contingent on an executed contract and Release of Funds from the Nebraska Department of Economic Development."

WHEREAS, the City of Fremont, Nebraska was awarded $350,000 for CDBG Downtown Revitalization activities, which included $325,000 in façade and code enforcement grant/loan program; and,

WHEREAS the City Council of the City of Fremont approved to award the $325,000 amongst twelve projects, subject to environmental reviews; and

WHEREAS one of the twelve projects, awarded $30,000, did not meet the criteria of the environmental reviews, making those funds again available; and,

WHEREAS, three applications from property owners in the Downtown District were received and evaluated by the Application Review Committee, based upon the Guidelines for the Façade and Building Improvement Program.

NOW, THEREFORE BE IT RESOLVED the City Council of the City of Fremont approve funding of the two projects totaling $12,769.20, subject to environment reviews.

PASSED AND APPROVED THIS _____ DAY OF _____, 2016

_____
Scott Getzschman, Mayor

ATTEST:

_____
Tyler Ficken,
City Clerk

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: TYLER FICKEN, CITY CLERK

DATE: AUGUST 24, 2016

SUBJECT: NUISANCE LIEN 150 S. Main St.

Recommendation: Move to approve Resolution

Background: Owner/Occupant has been billed for work completed by the Street Department as ordered by the Building Department. Bill remains unpaid after two months. State Statute allows the City of file a lien against the property. Owner on record when work was completed is Roadlands LTD

Fiscal Impact: $200.45

CITY OF FREMONT
CITY CLERK
400 EAST MILITARY
FREMONT NE 68025
402-727-2633

INVOICE

June 16, 2016

Rroadlands LTD
11922 Bloomfield Ave
Santa Fe Springs, CA 90670

The property at 150 S Main, Fremont, Nebraska has been cited in violation of the Fremont Muni Code Article 4 Nuisances: Abatement - to wit: Weeds & debris

This clean up was completed on June 9, 2016

CLEAN UP OF PROPERTY AT 150 S Main (Parcel ID #270139072)

Labor	$	48.45	
Equipment	$	140.00	
	$	188.45	**total amount due**

This must be paid or payment arrangements made by August 16, 2016. If not, a lien will be filed against the property. Please make check payable to City of Fremont. If you have any questions, contact me at (402)727-2633.

Sincerely,
CITY OF FREMONT

Tyler Ficken, City Clerk

RESOLUTION NO. _____

A Resolution of the City Council of the City of Fremont Nebraska, levying a special tax and assessment in the amount of $200.45 against 150 S. Main St., Fremont, NE (Parcel ID# 270139072 – owner: Roadlands LTD) to pay the costs of weed and debris removal and assessment.

Whereas, the Chief Building Inspector notified or attempted to notify by certified mail the owner and/or occupant of the property described as 150 S. Main St., Fremont NE (Parcel ID# 270139072) in Dodge County, Nebraska, and

Whereas, the City Council, under the direction of the Chief Building Inspector, ordered the nuisance removed and directed the owner and/or occupant be billed the actual cost of employee and equipment hours spent removing the nuisance, and

Whereas, the cost of removing said nuisance has been properly billed and remains unpaid after two months from the billing date.

NOW THEREFORE BE IT RESOLVED: There is hereby levied and charged against 150 S. Main St., Fremont, NE (Parcel ID# 270139072 – owner: Roadlands LTD) in Dodge County, Nebraska, a special assessment in the amount of $200.45 to pay the cost of nuisance removal and assessment.

PASSED AND APPROVED THIS _____ DAY OF _____, 2016.

_____
SCOTT GETZSCHMAN, MAYOR

ATTEST:

_____
Tyler Ficken, City Clerk

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: TYLER FICKEN, CITY CLERK

DATE: AUGUST 24, 2016

SUBJECT: NUISANCE LIEN - Lots 1, 2 and 3, Block 2, Northside (at 22nd & Irving)

Recommendation: Move to approve Resolution

Background: Owner/Occupant has been billed for work completed by the Street Department as ordered by the Building Department. Bill remains unpaid after two months. State Statute allows the City of file a lien against the property. Owner on record when work was completed is Lester Ladd ETUX

Fiscal Impact: $390.55

CITY OF FREMONT
CITY CLERK
400 EAST MILITARY
FREMONT NE 68025
402-727-2633

INVOICE

June 16, 2016

Lester Ladd ETUX
239 South H
Fremont NE 68025

The property at 22nd and Irving, Fremont, Nebraska has been cited in violation of the Fremont Muni Code Article 4 Nuisances: Abatement - to wit: Weeds & debris

This clean up was completed on May 19, 2016

CLEAN UP OF PROPERTY AT 22nd and Irving (Lots 1, 2 and 3, Block 2, Northside)

Labor	$	146.05	
Equipment	$	232.50	
	$	378.55	**total amount due**

This must be paid or payment arrangements made by August 16, 2016. If not, a lien will be filed against the property. Please make check payable to City of Fremont. If you have any questions, contact me at (402)727-2633.

Sincerely,
CITY OF FREMONT

Tyler Ficken, City Clerk

RESOLUTION NO. _____

A Resolution of the City Council of the City of Fremont Nebraska, levying a special tax and assessment in the amount of $390.55 against Lots 1, 2 and 3, Block 2, Northside (at 22nd & Irving – owner: Lester Ladd ETUX) to pay the costs of weed and debris removal and assessment.

Whereas, the Chief Building Inspector notified or attempted to notify by certified mail the owner and/or occupant of the property described as Lots 1, 2 and 3, Block 2, Northside (at 22nd & Irving) in Dodge County, Nebraska, and

Whereas, the City Council, under the direction of the Chief Building Inspector, ordered the nuisance removed and directed the owner and/or occupant be billed the actual cost of employee and equipment hours spent removing the nuisance, and

Whereas, the cost of removing said nuisance has been properly billed and remains unpaid after two months from the billing date.

NOW THEREFORE BE IT RESOLVED: There is hereby levied and charged against Lots 1, 2 and 3, Block 2, Northside (at 22nd & Irving – owner: Lester Ladd ETUX) in Dodge County, Nebraska, a special assessment in the amount of $390.55 to pay the cost of nuisance removal and assessment.

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, Director of Public Works/City Engineer

DATE: August 24, 2016

SUBJECT: Bridge Inspection Services Agreement, Fremont 2016 Bi-Annual Bridge Inspection Program

Approve Resolution

Background: Cities and Counties are required to inspect all bridges and box culverts exceeding 20 feet in length every two years. These inspections are then filed with the Nebraska Department of Roads.

Proposals were received from six consulting firms. Staff has reviewed the proposals and recommends the City Council award the contract to Kirkham Michael Engineering at a cost of $1,500.00.

RESOLUTION NO. _____

A Resolution of the City Council of the City of Fremont, Nebraska, accepting and awarding contract to Kirkham Michael Engineering for the 2016 Fremont Bi-Annual Bridge Inspection Services, in the amount of $1,500.00.

WHEREAS, Written proposals for Bridge Inspection Services were received and tabulated by the City of Fremont.; and,

WHEREAS, The lowest responsible proposal was from Kirkham Michael Engineering with a quoted price of $1,500.00;

NOW, THEREFORE BE IT RESOLVED That the Mayor and City Council accept and approve the award for 2016 Bi-Annual Bridge Inspection Services to Kirkham Michael Engineering in the amount of $1,500.00.

PASSED AND APPROVED THIS ___ DAY OF _____, 2016

_____
Scott Getzschman, Mayor

ATTEST:

_____
Tyler Ficken
City Clerk

KIRKHAM MICHAEL

Iowa • Kansas • Nebraska

www.kirkham.com

August 23, 2016

RE: Proposal for Professional Services for Bi-Annual Bridge Inspections

Mr. Dave Goedeken, City Engineer
City of Fremont
400 East Military Avenue
Fremont, Nebraska 68025

Dear Mr. Goedeken:

Kirkham Michael is pleased to present this proposal for professional services for the City of Fremont Bi-Annual Bridge Inspections. Kirkham Michael has a long history of providing bridge inspections in Nebraska and several Midwestern states.

We believe that we have the talent and experience to provide excellent inspection services for the seven proposed bridges.

Brief Statement of Qualifications

Kirkham Michael's team will provide full and comprehensive services necessary for the routine inspection of the structures. We have many experienced and well-qualified team leaders who know and understand all of the details in proper inspection.

Kirkham Michael's team has a thorough understanding of Nebraska Department of Road's (NDOR's) BrM report submittal requirements through our experience gained on past inspections.

We fully understand the importance of the systematic inspection of bridges, and when finding a problem, are familiar with and capable of performing the non-destructive testing methods applied to measure the severity and degree of deterioration encountered.

Kirkham Michael's proposed project team will consist of the following people.

Quality Assurance Manager	Steve Reneker, P.E. (NBIS Team Leader)
Inspection Team Leader	Dan Sitorius, P.E. (NBIS Team Leader)
Inspection Team Member	Susan Beauchamp (NBIS Team Leader)
Administration	Susan Beauchamp

12700 West Dodge Road • Omaha, NE 68154-2154 • (402) 393-5630 • FAX (402) 255-3850

Scope of Work

1. Kirkham Michael will complete routine bridge inspections of the 7 structures.

2. The inspection will be performed by a Kirkham Michael bridge inspector certified by the Nebraska Department of Roads.

3. The inspections will take place in September 2016.

4. Kirkham Michael will prepare an inspection report in NDOR's BrM database that will include an updated Structure Inventory & Appraisal Sheet, bridge condition report, photographs, and recommendations for any maintenance or repair required.

5. Kirkham Michael will provide copies of the bridge inspection reports as well as any maintenance or repair recommendations to the City of Fremont.

Hourly Rates

The hourly rates for this project are $100.00 for an NDOR certified team leader and $65.00 for clerical.

Fee for the Work

Compensation to complete the service described above will be charged at the lump sum of $1,500.00.

Invoices for services rendered will be sent every 30 days throughout the course of the project. Invoices are due and payable upon receipt. Unpaid balances after 30 days from the date of billing are subject to an interest charge of one and one half percent per month.

The Terms and Conditions (Exhibit A) that are attached to this Agreement shall be considered incorporated and shall become an integral part of this Agreement.

In submitting our proposal, we pledge the commitment of Kirkham Michael's resources to the timely delivery of quality bridge inspection services. We propose that this document and the attached terms and conditions serve as our contractual agreement.

On behalf of Kirkham Michael, we are pleased to have the opportunity to work together with you on this project. Should you have any questions or require additional information, please contact us at your earliest convenience.

Sincerely,

KIRKHAM, MICHAEL & ASSOCIATES, INC.

Chad W. Marsh, L.S.
Vice President

Daniel L. Sitorius, P.E.
Project Manager

CWM:DLS/seb

Attachment: Exhibit A – Terms and Conditions

ACCEPTANCE OF PROPOSAL AND AUTHORIZATION TO PROCEED:

_____ Date: _____
Authorized Representative

Exhibit A

KIRKHAM MICHAEL

General Terms and Conditions

1. AUTHORIZATION TO PROCEED

Signing of the accompanying agreement for engineering surveying or related services shall be authorization by the Client for Kirkham Michael & Associates, Inc. (Kirkham Michael) to proceed with the work described, unless otherwise stated in the agreement form.

2. STANDARD OF PRACTICE

Services performed by Kirkham Michael under this agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in the agreement or in any report, opinion, document, or otherwise.

3. INVOICING AND PAYMENT

The client, recognizing that timely payment is a material part of the consideration of this agreement, shall promptly pay Kirkham Michael for services performed in accordance with the rates and charges set forth herein. Invoices will be submitted by Kirkham Michael on a monthly basis and shall be due and payable upon receipt. The client shall pay an additional charge of one and one half percent (1.5%) (or the maximum percentage allowed by law, whichever is lower,) of the invoiced amount per month for any payment received by Kirkham Michael more than thirty (30) calendar days from the invoice date. Payment thereafter shall first be applied to accrued interest and then to principal unpaid amount.

If the client for any reason fails to pay the undisputed portion of Kirkham Michael's invoices within thirty calendar days from the invoice date, Kirkham Michael may cease work on the project and the client shall waive any claim against Kirkham Michael and shall defend and indemnify Kirkham Michael from and against any claims for injury or loss stemming from Kirkham Michael's cessation of services. Client shall also pay Kirkham Michael the cost associated with premature project demobilization. In the event the project is remobilized, client shall also pay the cost of remobilization and shall renegotiate appropriate contract terms and conditions such as those associated with the budget, schedule or scope of services.

If the client objects to all or a portion of the invoice, the client shall so notify Kirkham Michael in writing within ten calendar days of the date of the invoice in question, and shall pay that portion of the invoice not in dispute. In the event any bill or portion thereof is disputed by the client, client shall notify Kirkham Michael within ten (10) calendar days of the date of the invoice in question. Client and Kirkham Michael shall work together to resolve the matter within sixty (60) calendar days of its being called to Kirkham Michael's attention. If resolution of the matter is not attained within sixty (60) calendar days, either party may terminate this agreement.

4. ADDITIONAL SERVICES

Any services beyond those specified in the agreement will be provided for separately under an additional agreement or a supplemental agreement.

5. OPINIONS OF PROBABLE COST

Construction cost estimates provided by Kirkham Michael are prepared from experience and judgment. Kirkham Michael has no control over market conditions or construction procedures and does not warrant that proposals, bids or actual construction costs will not vary from Kirkham Michael estimates.

6. LIMITATION OF LIABILITY

In order for the client to obtain the benefits of a fee which includes a lesser allowance for risk funding, the client agrees to limit Kirkham Michael's liability arising from Kirkham Michael's professional acts, errors or omissions, such that the total aggregate liability of Kirkham Michael shall not exceed Kirkham Michael's total fee for the services rendered on this project, or the amount of fifty thousand dollars ($50,000), whichever is less.

7. CONSEQUENTIAL DAMAGES

The client shall not be liable to Kirkham Michael and Kirkham Michael shall not be liable to the client for any consequential damages incurred by either party due to the fault of the other, regardless of the nature of this fault or whether it was committed by the client or Kirkham Michael, their employees, agents, or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.

8. INDEMNIFICATION

Client and Kirkham Michael, their respective officers, employees, agents, and representatives, each agree to indemnify and hold the other harmless, from and against liability for claims, losses, damages and expenses, including reasonable attorneys' fees, to the extent such claims, losses damages, or expenses are caused by the indemnifying party's negligent acts, errors or omissions. IN the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of Client and Kirkham Michael, they shall be borne by each party in proportion to its negligence.

9. OWNERSHIP OF DOCUMENTS

All plans, drawings, reports, notes, calculations, estimates and other documents prepared by Kirkham Michael as instruments of service shall remain the property of Kirkham Michael, and copies will be provided at the request of the client.

10. TERMINATION

In the event termination becomes necessary, the party (client or Kirkham Michael) effecting the termination shall so notify the other party and termination will become effective fourteen (14) calendar days after receipt of the termination notice. Irrespective of which party shall effect termination or the cause of termination, the client shall within thirty (30) calendar days of termination remunerate Kirkham Michael for services rendered and costs incurred up to the effective time of termination, in accordance with Kirkham Michael's prevailing fee schedule and expense reimbursement policy.

11. GOVERNING LAW

This agreement is to be governed by and construed in accordance with the law of the principal place of business of Kirkham Michael.

12. CONTROLLING AGREEMENT

The agreement and these terms and conditions express the entire agreement between the parties. These terms and conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, notice to proceed, or like document regarding Kirkham Michael's services. If any one or more of the provisions contained in this agreement shall be held unenforceable, the enforceability of the remaining provisions shall not be impaired.

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM; Paul A. Payne, City Attorney

DATE: August, 2016

SUBJECT: Acknowledge the receipt of tort claim filed by Annette Gardner

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RECOMMENDATION: A pprove acknowledgement of the Tort Claim filed by Annette Gardner

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BACKGROUND; The City of Fremont has received a Notice of Tort Claim by Annette Gardner on behalf of Robert Gardner alleging certain claims in connection with an alleged flooding in the basement which occurred on or about June 18, 2016 at 1448 Stanford Avenue, Fremont, Nebraska.

Without getting into issues concerning the City's and other parties' liability, and whether the claim of Annette Gardner on behalf of Robert Gardner 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: Robert D Gardner Phone Number: [redacted]

Claimant Address: 2029 Gaeth Ave. Fremont, NE 68025

Date of Loss: 6-17-16

Location of Loss: 2029 Gaeth Ave. Fremont, NE 68025

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

attached papers

Witness Name: Adam Crowe Witness Phone: [redacted]

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

Other: X (Check all that apply)

Annette C. Gardner
Signature of Claimant

8-17-2016
Date

Annette C. Gardner
Printed Name of Claimant

City Department Involved: _____

City Clerk: My name is Annette Gardner

On June, 16th 17, 2016 we had water around 5" to 6" in our basement, due to 3 sub stations that were not working properly. The damage that was done because of that was extreme and did not need to happen. I live at 2029 Gaeth Ave for a reason, so this would not happen. My Husband & I worked 13 hours moving furniture and pushing water all day, the next day (Sun) I hired 2 men to come help us remove all the carpet in 3 rooms and carry it to a trailer to be hauled away. Enclosed find an estimate from our insurance Company. North Star.

(1) Replace Caret + pad, Paneling - $10,515.00

(2) Hire 2 men for 2 days use of their pickup & trailer. $850.00

(3) Solid Oak Entertainment Center - $575.00

(4) Oak Bar Set w/ 4 oak chair - $950.00

(5) Couch + Love Seat - $1600.00

(6) (2) TV Chairs - $140.00

(7) - pool table - $2500.00

(8) - Book Case - $385.00

(9) - 4 Little Wood File Cabinets - $285.00

(10) - 1 tall File Cabinet (my Grandmothers) - Irreplaceable

(11) - Photo albums of family - Irreplaceable

(12) Family items - hats & stuffed animals that were my Kids. - Irreplaceable

(13) Tax returns - all the receipts & statements - now stuck together and ruined - Irreplaceable

This is my cost to replace the items ruined. $17,800.00 this is not labor to repair the damage. New panelling & Carpet + Tile.

(14) - My daughters Wedding Dress - Irreplaceable

The loss of these cherished items is beyond words, part of heart & soul are gone also, all because 3 sub stations were not working right.

Annette Gardner
2029 Gaeth Ave
Fremont, NE 68025

I will wait for an answer to this problem.

My phone # is Home [redacted]

cell [redacted].

Not very happy with my city.

Annette Gardner

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estimate

Adam Crowe <adam.crowe@northstarmutual.com> Today at 4:06 PM

To bettyboop2752@yahoo.com

Annette, here is the estimate I wrote regarding the repairs to the house for the water damage. The estimate is incomplete as stated in the narrative. Thanks, Adam

North Star

Adam Crowe, SCLA, AIC, AIS

Field Representative

PO Box 48, Cottonwood, MN 56229

Cell: 507-828-6024

Fax: 507-423-6025

adam.crowe@northstarmutual.com

power clai...pdf

North Star
MUTUAL INSURANCE COMPANY

PO Box 48
Cottonwood, MN 56229
Office: (800) 622-5230

Claim Report

REPORT DATE:	STATUS:	NEXT REPORT:
6/20/2016	First	

CLAIM NO: **5125-16**

POLICY #: [redacted]

POLICY ISSUED:	POLICY EXPIRES:	DATE OF LOSS:
		6/17/2016

FILE NO: 5125-16

ADJUSTER: Adam Crowe

ADJUSTER PHONE: (507) 829-6024

ADJUSTER EMAIL:

ASSIGNED:	CONTACTED:	INSPECTED:	CLOSED:
06/20/16			

To: North Star Mutual Insurance Company
ATTN
P.O. Box 48, 269 Barstad Road
Cottonwood, MN 56229

RE: Insured: Robert & Annette Gardner
Loss Address: 2029 Gaeth Ave
Fremont, NE 68025-3725

Coverage	Limit	Deductible	Reserve
Dwelling	5,000.00	500.00	$0.00

Forms:

Risk Structure Type: Occupancy

Origin

Exclusions/Limitations

Subrogation/Salvage

Loss Summary	RC	Recov. Dep	Nonrecov. Dep	ACV
Dwelling	10,515.70	0.00	0.00	10,515.70
Totals	10,515.70	0.00	0.00	10,515.70
			Less Deductible Applied	500.00
			Less participation by the Insured	5,015.70
			Recommended Payment	**5,000.00**
			Additional Payment After Completion of Repairs	0.00

Enclosures ☐ Estimates ☐ Proof of Loss ☐ Photos ☐ Invoice ☐ Property Valuation
☐ Contents Worksheet ☐ Statement of Loss ☐ Diagrams Other:

Remarks

6/20/16 - Inspected insured dwelling with insured present. Dwelling has water damage due to sump pump failure. Water came up and into basement from sump pump and basement has damage to the flooring, paneling, and contents.

Insured policy has coverage for backup of sewer, drains, and sump pumps for $5,000.00 and damage to insured basement will far exceed coverage amount.

Estimate is not complete due to amount of damages and coverage limitations.

Please consider payment to the insured for the policy limit of $5,000.00 under the backup of sewer and sump pump coverage. After payment claim can be closed.

Adam Crowe
Field Rep.

North Star
MUTUAL INSURANCE COMPANY
PO Box 48
Cottonwood, MN 56229
Office: (800) 622-5230

Estimate

Claim No. 5125-16

File No.	Policy No.	Date of Loss	Report	Report Date	Adjuster
5125-16	[redacted]	06/17/2016	First	06/20/2016	Adam Crowe

Insured	Address	Home	Home	Email
Robert & Annette Gardner	2029 Gaeth Ave Fremont, NE 68025-3725	[redacted]		

Loss Address	
	2029 Gaeth Ave Fremont, NE 68025-3725

Contact	Address	Email

Claimant	Address	Office	Home	Email

Contractor	Address	Email

NS-5

Limit: $5,000.00

Basement

Floor 200 SY Wall 1440 SF Ceiling 1800 SF Floor Perim. 180 FT Ceiling Perim. 180 FT

Room-standard-1 Length 60.00 FT, Width 30.00 FT, Height 8.00 FT

Operation	Qty	Unit	Description	Cost	RC	DEP	ACV
Rem & Replace	1100	SF	Carpet, high grade Note: Remove and Replace Carpet in Living room and utility room	4.29	5,258.88	0.00	5,258.88
Rem & Replace	1100	SF	Carpet pad, urethane rebound	0.84	924.00	0.00	924.00
Rem & Replace	14	EA	Carpet installation on stairs, per step	8.23	115.22	0.00	115.22
Rem & Replace	1600	SF	Hardboard paneling, standard grade	2.52	4,217.60	0.00	4,217.60
Basement Totals:					10,515.70	0.00	10,515.70

	RC	R DEP	NR DEP	ACV
NS-5 Loss:	10,515.70	0.00	0.00	10,515.70

Estimate

Claim No. 5125-16

File No.	Policy No.	Date of Loss	Report	Report Date	Adjuster
5125-16	[redacted]	06/17/2016	First	06/20/2016	Adam Crowe

Totals:	10,515.70	0.00	0.00	10,515.70
			Less Deductible Applied	500.00
			Less participation by the Insured	5,015.70
			ACV Claim	**5,000.00**

IMPORTANT! PLEASE READ ALL OF THE TEXT BELOW! IT CONTAINS IMPORTANT INFORMATION REGARDING YOUR CLAIM.

This estimate is NOT a guarantee of payment for any specified amount. Payment determinations are subject to review by North Star Mutual Office Staff.

The following does not change the policy language or waive the "terms" or "conditions" outlined in the policy.

1. North Star Mutual uses the current local construction and repair costs from your area. All prices include sales tax.
2. You may have the repairs made by the repair person of your choice. The contractor you choose is hired by and works for you - not North Star Mutual.
3. If you receive a repair estimate that is lower than ours, in accordance with policy language, we will pay the lower of the two amounts.
4. If you receive a repair estimate that is higher than ours, please contact your claims representative before initiating repairs. Once repairs have begun it is difficult to change our estimate. According to State Law and policy language, your contractor cannot negotiate this claim on your behalf.
5. North Star Mutual cannot authorize repairs to begin. Only you can authorize your contractor to work on your property. North Star Mutual does not guarantee the workmanship or timeliness of any contractor.
6. If a mortgagee is listed on your policy, we are REQUIRED to include them on payments. You are responsible to make certain the correct mortgagee is listed on the policy.
7. If Recoverable Depreciation was taken on the estimate, those funds are withheld until the repair work is completed. Once completed, North Star Mutual will release up to the withheld/holdback amount. You are required to provide receipts and invoices to prove your incurred expense related to the allowed repairs. If you choose to do the repair work yourself, we will pay you 80% of the estimated amount of the repair once the repair is complete.
8. State law limits the amount of time, from the Date of Loss, to file a lawsuit against North Star Mutual. Please refer to the applicable state statute or contact your Claim Adjuster to discuss.

A person who submits an application or files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime.

RC = Replacement Cost ACV = Actual Cash Value
DEP = Depreciation R DEP = Recoverable Depreciation
NR DEP = Non-recoverable Depreciation

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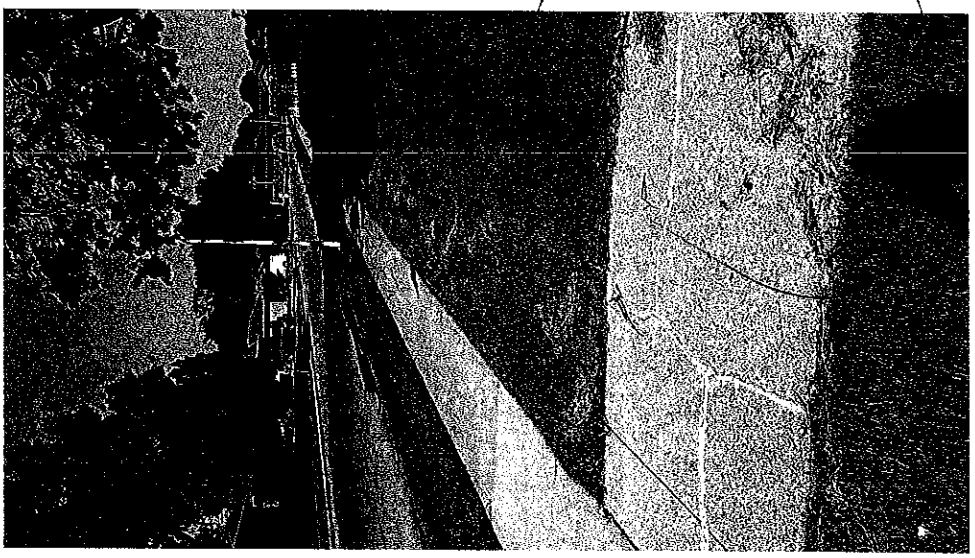

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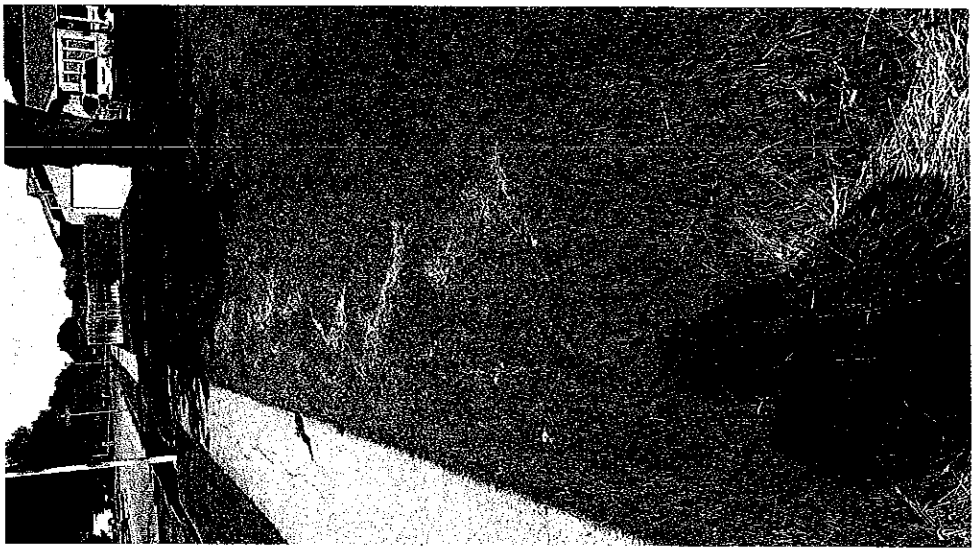

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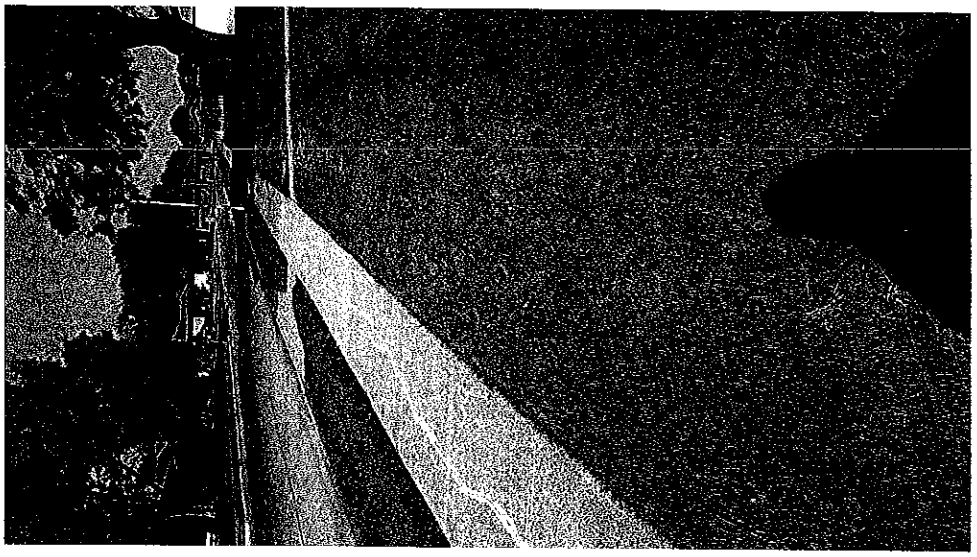

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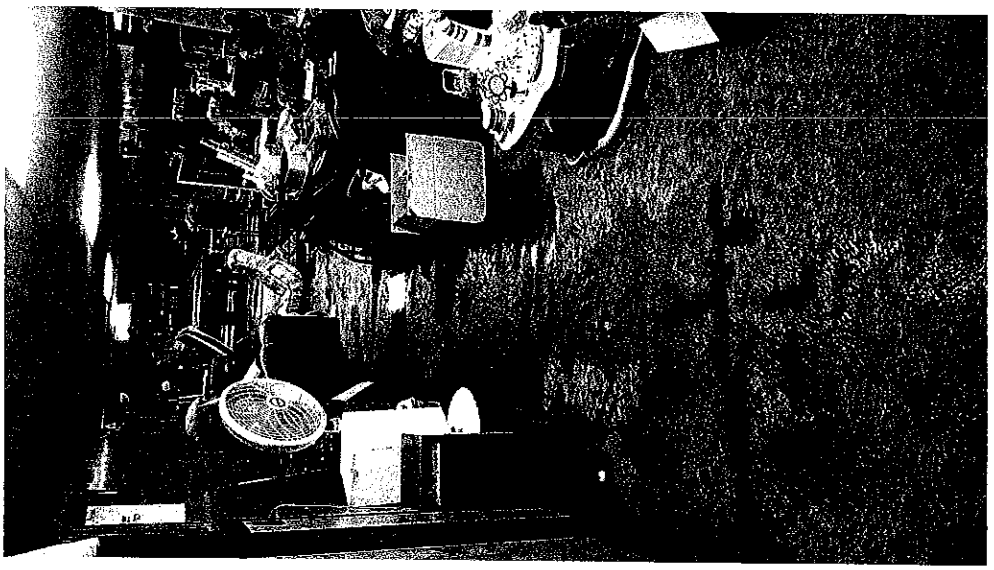

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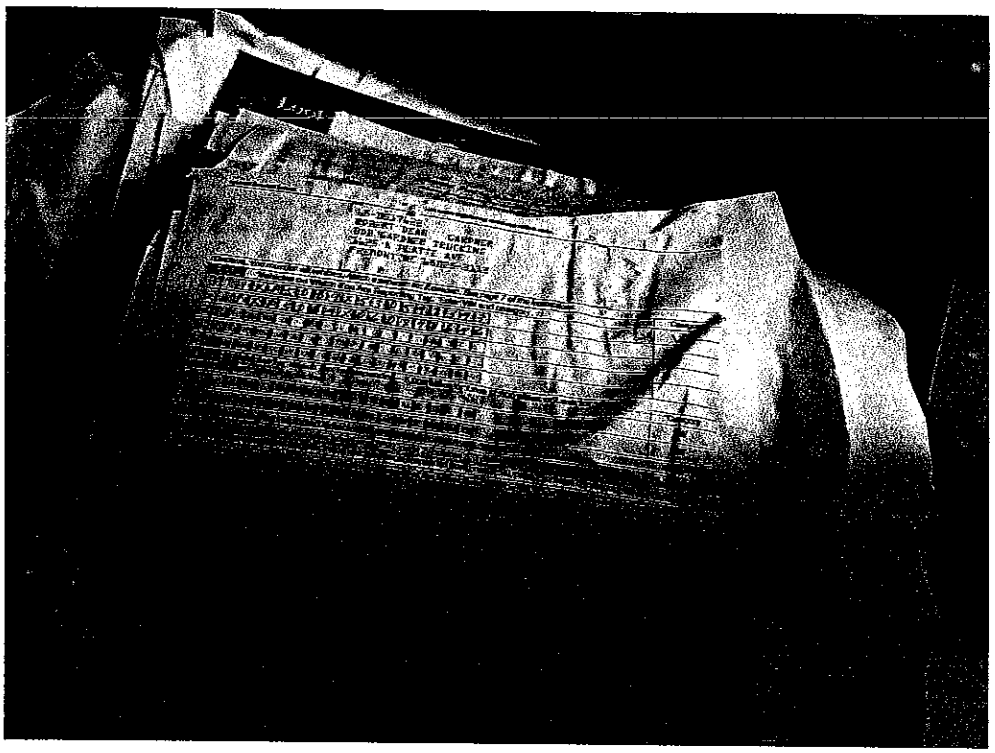

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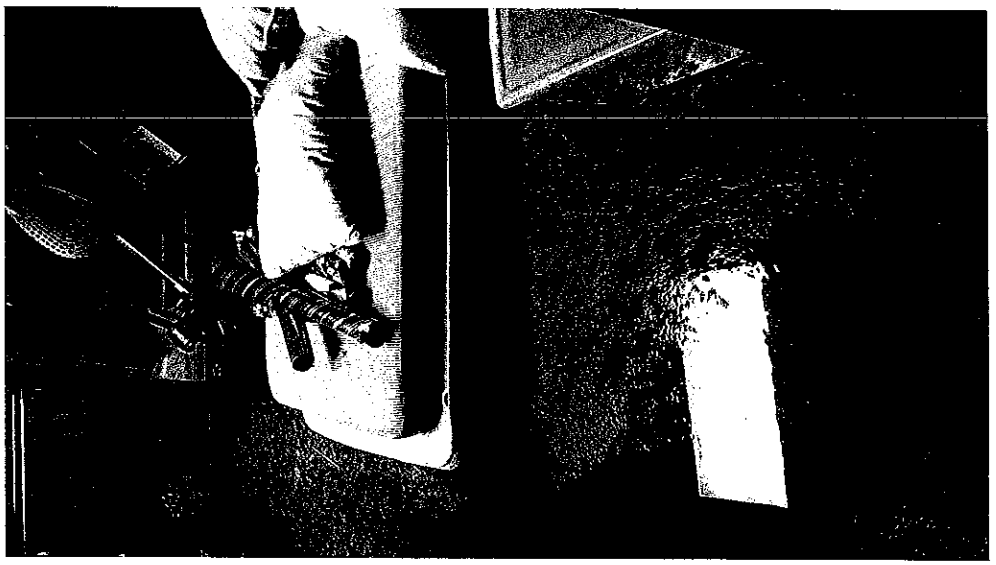

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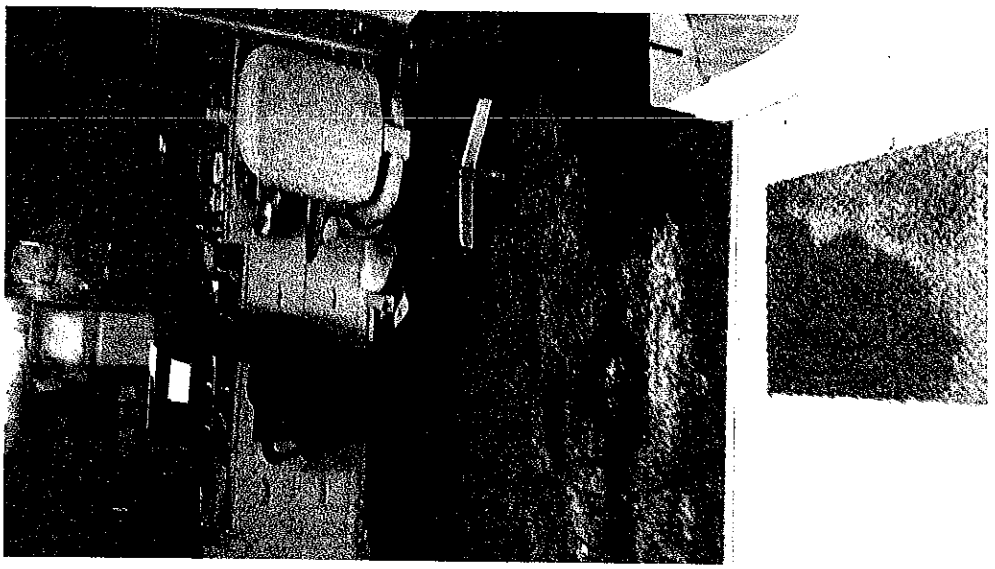

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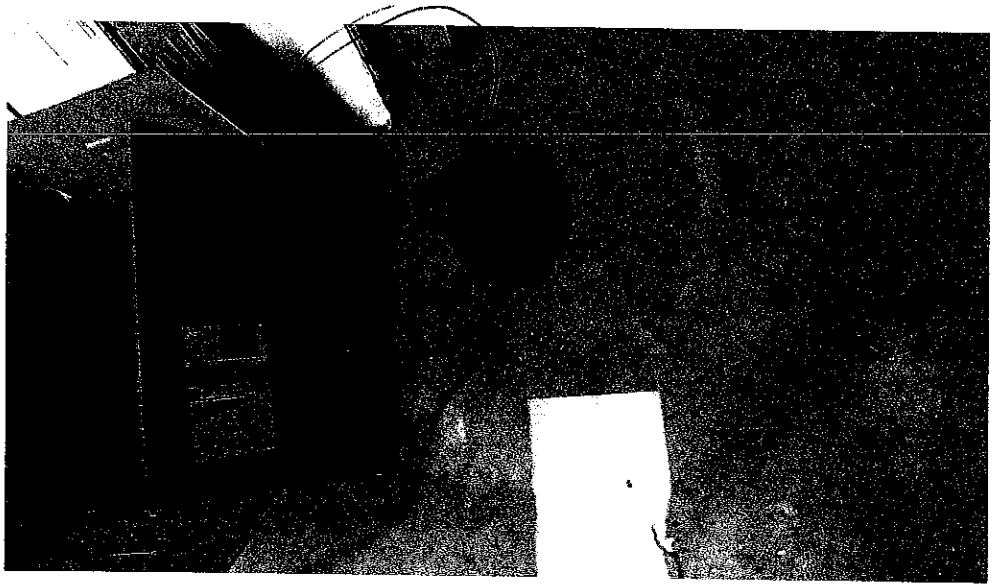
Annette Gardner <bettyboop2752@yahoo.com>

Today at 3:19 PM

To Annette Butler Gardner



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Water level

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House Loan
Huskers Hope
iTunes
Izaak Walton
Jean Sherer
Jimmy Johns
Junk (15)

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People

Annette Gardner <bettyboop2752@yahoo.com>
To bettyboop2752@yahoo.com

Today at 3:11 PM

bettyboop2752@yahoo.com
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Carpet & rug ruined had to be torn up & thrown away!

Bottom of couches wet & soaked & TV chairs.

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iTunes
Izaak Walton
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Jimmy Johns
Junk (15)
Kerry Ing. (1)

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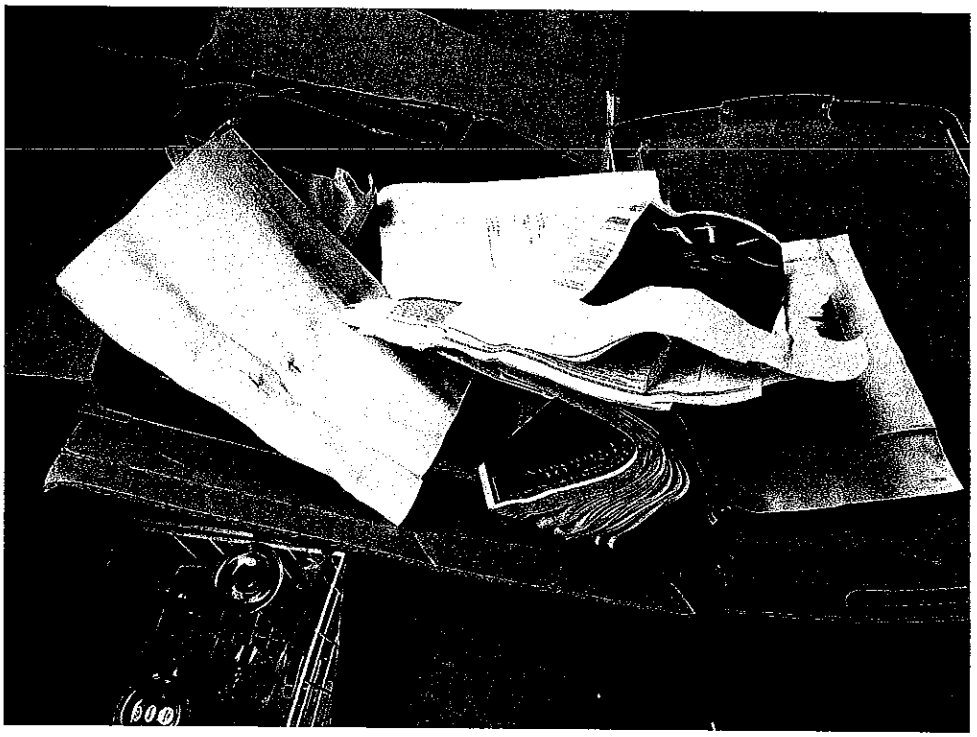

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personal papers ruined by water, stuck together and are ruined,

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To Annette Butler Gardner

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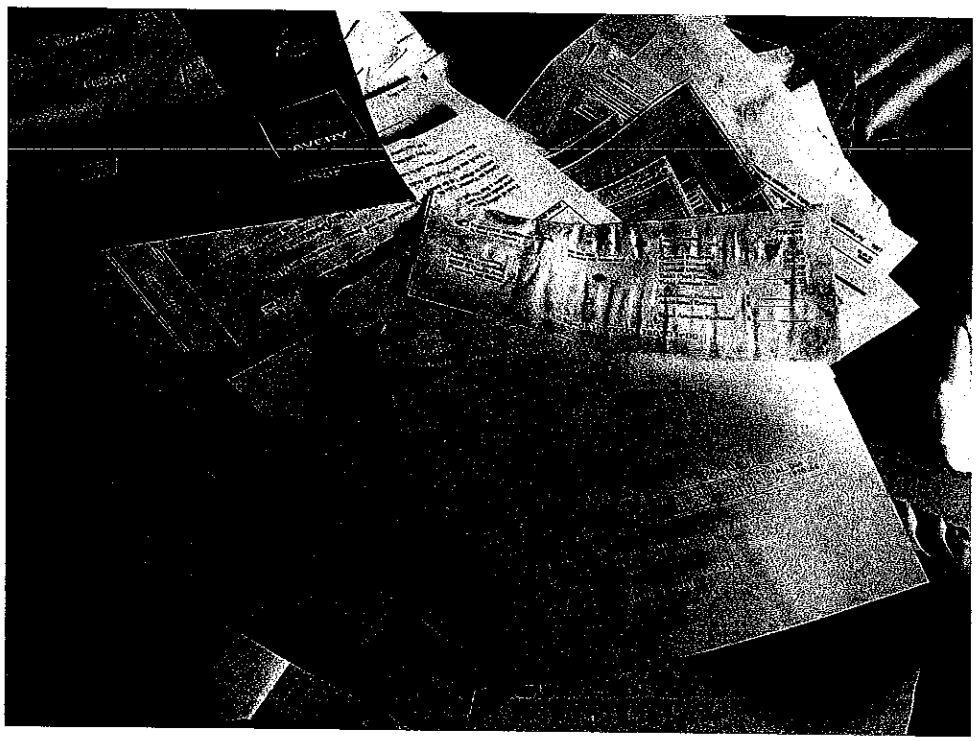

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Truck files ruined from water.

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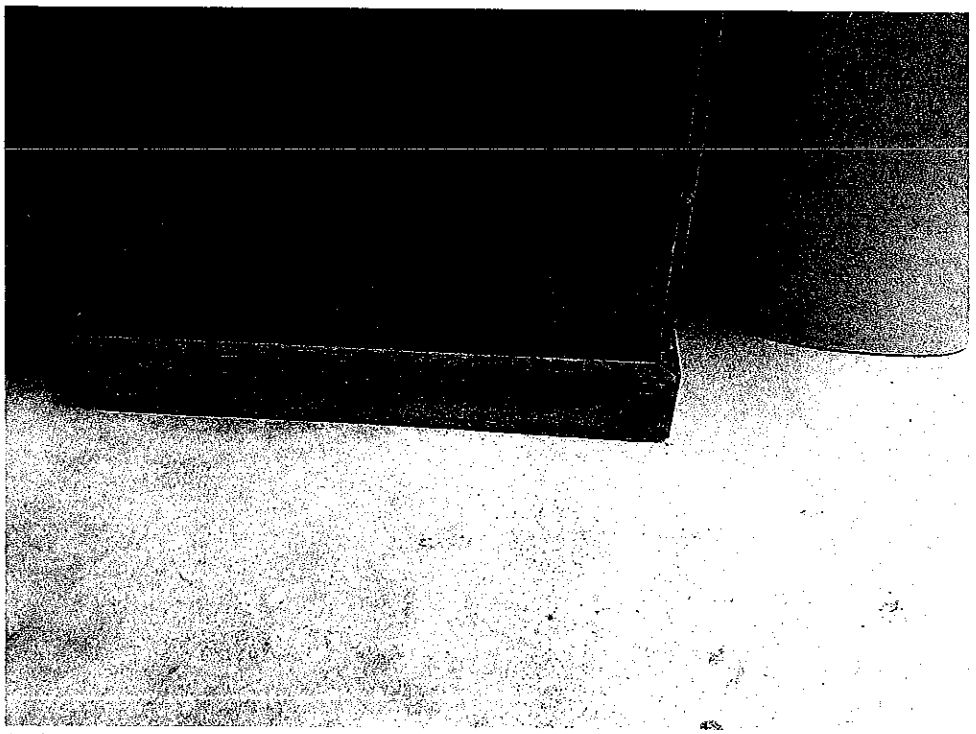

Bettyboop2752@yahoo.com
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Wooden File Cabinet water damage, This was my mother's.

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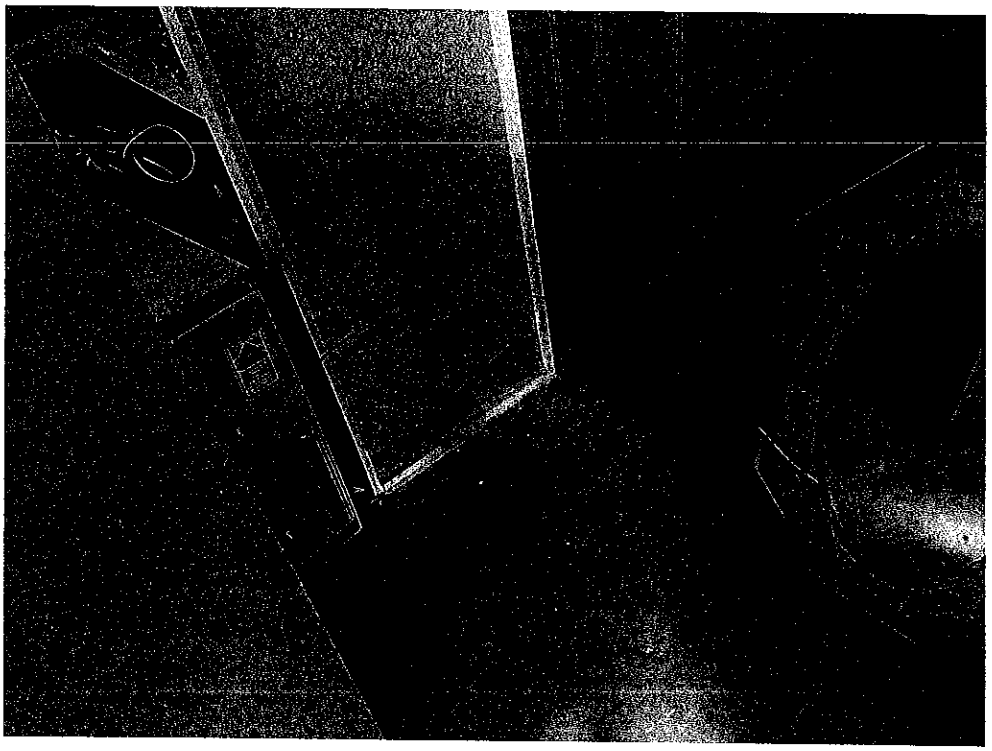

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wall in my office..
water level

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[No Subject]

People

Annette Gardner <bettyboop2752@yahoo.com>

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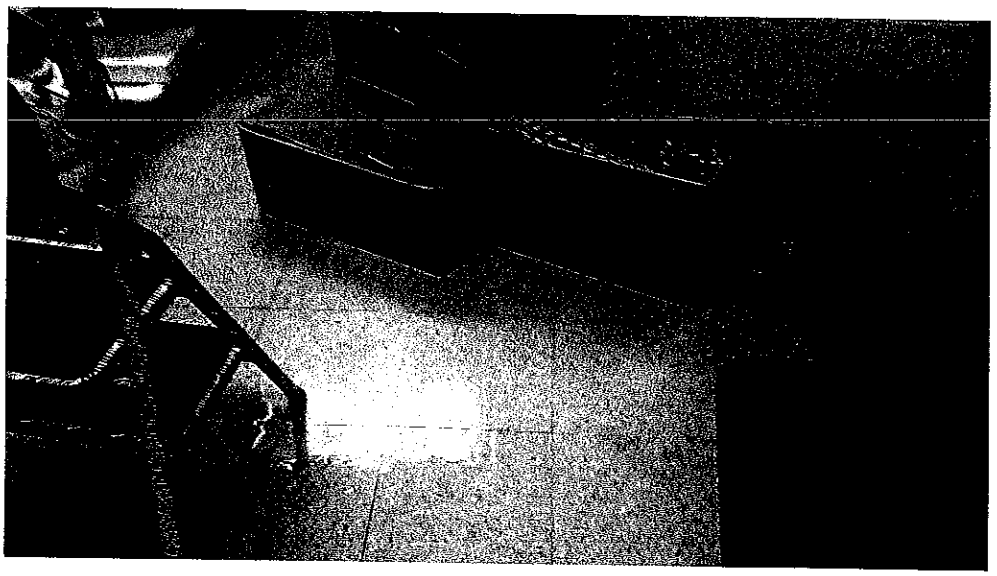

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boxes with Xmas item ruined,

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People

Annette Gardner <bettyboop2752@yahoo.com> Today at 11:42 AM

To Annette Butler Gardner

Sent from Yahoo Mail on Android

Ceiling tiles will need replaced, They were out and on the floor we were putting in new lighting in Family room.

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM; Paul A. Payne, City Attorney

DATE: August, 2016

SUBJECT: Acknowledge the receipt of tort claim filed by Fay Nelson on behalf of Arlette Engelhardt

RECOMMENDATION: A pprove acknowledgement of the Tort Claim filed by Fay Nelson on behalf of Arlette Engelhardt

BACKGROUND; The City of Fremont has received a Notice of Tort Claim of Fay Nelson on behalf of Arlette Engelhardt alleging certain claims in connection with an alleged flooding which occurred on or about June 18, 2016 at 2035 Hazel Street, Fremont, Nebraska.

Without getting into issues concerning the City's and other parties' liability, and whether the claim of Fay Nelson on behalf of Arlette Engelhardt 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

August 11, 2016

To:
Fremont City Clerk
400 East Military Avenue
Fremont, NE 68025

Re: 2035 Hazel Street June Storm Damage Reimbursement

Dear City of Fremont:

My name is Fay Nelson. I am Arlette Engelhardt's daughter. I am 69 and my Mom is 88.

My goal is for my Mom to live at 2035 Hazel Street as long as she can.

I have attached my invoices for $5,230.21 and $300 totaling $5,530.21.

I do want to make it clear that there is more money to be spent to remove the rest of the paneling, replace that paneling, re-carpet and replace the damaged furniture.

Mom and I do not have the money to complete the rest of the repairs, so we have only these two invoices. I am asking for $5,530.21 reimbursement.

So Mom is living with a basement that is unusable but free of mold due to Service Master's three dryers running for 5 days.

Attached are the two invoices. I have attached 6 photos of the water damage in the basement. There are many more photos. The saddest photo is my Mom looking at a few items rescued by Service Master in her garage.

Arlette Engelhardt's daughter,

Fay Nelson

Fay Nelson
124 Great Plain Road
Danbury, CT 06811

[redacted]

Attached: Service Master Invoice
Handyman Dan's Invoice
6 Photos of 2035 Hazel Street water damage

ServiceMASTER Restore

INVOICE

ServiceMaster Restoration Services

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

DATE: July 20, 2016
INVOICE # 412016
FOR: *Water Damage Cleaning*

Bill To:
Arlette Engelbrandt
2035 Hazel
Fremont, Ne 68025

paid by Discover
$5,230.21 - Wendy
7-26-16

DESCRIPTION	AMOUNT
Balance Forward	$0.00
6/23/2016 Water Damage Cleaning	$5,230.21
DUE UPON RECIEPT We do Accept Credit Cards over the phone.	
TOTAL AMOUNT DUE	$5,230.21

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!

ServiceMaster

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

Insured: Arlette Engelhardt
Property: 2035 Hazel
Fremont, NE 68025

Estimator: Wendy McDonnell — Business: (402) 932-5477

Contractor: — Business: (402) 932-5477
Company: ServiceMaster Restoration Services
Business: 13510 Giles Rd.
Omaha, NE 68138

Claim Number: **Policy Number:** **Type of Loss:**

Date Contacted: 6/18/2016
Date of Loss: 6/18/2016 — Date Received: 6/18/2016
Date Inspected: 6/23/2016 — Date Entered: 7/8/2016 11:08 AM

Price List: NEOM8X_JUN16
Restoration/Service/Remodel
Estimate: ARLETTEENGELHARDT

ServiceMaster

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

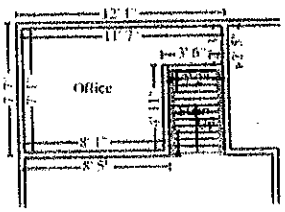
ARLETTEENGELHARDT

Main Level

Main Level

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
1. Equipment setup, take down, and monitoring (hourly charge)	10.00 HR	0.00	41.69	29.18	446.08
3. Service Call	1.00 EA	0.00	116.71	8.17	124.88
4. Haul debris - per pickup truck load - including dump fees	2.00 EA	101.05	0.00	14.15	216.25
Total: Main Level				51.50	787.21

Office **Height: 8'**



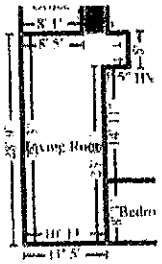
302.69 SF Walls
367.94 SF Walls & Ceiling
7.25 SY Flooring
37.40 LF Ceil. Perimeter

65.25 SF Ceiling
65.25 SF Floor
37.40 LF Floor Perimeter

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
5. Tear out wet non-salvageable carpet, cut & bag for disp.	65.25 SF	0.43	0.00	2.25	30.31
6. Tear out wet carpet pad and bag for disposal	65.25 SF	0.41	0.00	2.16	28.91
7. Tear out wet drywall, no bagging, per LF - up to 2' tall	8.00 LF	2.05	0.00	1.15	17.55
8. Tear out wet paneling, bag for disposal	30.00 SF	0.43	0.00	1.08	13.98
9. Water extraction from carpeted floor	65.25 SF	0.00	0.44	2.01	30.72
10. Apply anti-microbial agent	140.05 SF	0.00	0.18	1.98	27.19
28. Air mover (per 24 hour period) - No monitoring	20.00 EA	0.00	24.95	34.93	533.93
4 Air Movers for 5 Days					
Totals: Office				45.56	682.59

ServiceMaster

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



Living Room **Height: 8'**

656.00 SF Walls
979.81 SF Walls & Ceiling
35.98 SY Flooring
85.17 LF Ceil. Perimeter

323.81 SF Ceiling
323.81 SF Floor
82.00 LF Floor Perimeter

Missing Wall **3' 2" X 8'** **Opens into STAIRS**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
22. Water extraction from carpeted floor	323.81 SF	0.00	0.44	9.97	152.45
23. Tear out wet carpet pad and bag for disposal	323.81 SF	0.41	0.00	10.75	143.51
24. Tear out wet non-salvageable carpet, cut & bag for disp.	323.81 SF	0.43	0.00	11.20	150.44
25. Tear out wet drywall, no bagging, per LF - up to 2' tall	28.00 LF	2.05	0.00	4.02	61.42
26. Tear out wet paneling, bag for disposal	56.00 SF	0.43	0.00	2.02	26.10
27. Apply anti-microbial agent	487.81 SF	0.00	0.18	6.87	94.68
29. Air mover (per 24 hour period) - No monitoring	25.00 EA	0.00	24.95	43.66	667.41
5 Air movers for 5 Days					
30. Dehumidifier (per 24 hour period) - XLarge - No monitoring	5.00 EA	0.00	101.25	35.44	541.69
1 Dehumidifer for 5 Days					
Totals: Living Room				123.93	1,837.70

HVAC **Height: 8'**

652.04 SF Walls
925.82 SF Walls & Ceiling
30.42 SY Flooring
81.51 LF Ceil. Perimeter

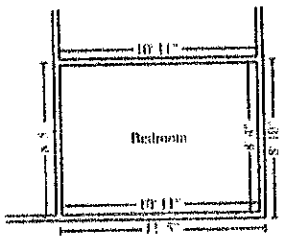
273.78 SF Ceiling
273.78 SF Floor
81.51 LF Floor Perimeter

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
11. Tear out wet non-salvageable carpet, cut & bag for disp.	273.78 SF	0.43	0.00	9.47	127.20
12. Tear out wet carpet pad and bag for disposal	273.78 SF	0.41	0.00	9.09	121.34

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

CONTINUED - HVAC

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
13. Water extraction from carpeted floor	273.78 SF	0.00	0.44	8.43	128.89
14. Tear out wet drywall, cleanup, bag for disposal	8.00 SF	0.71	0.00	0.48	6.16
15. Tear out wet paneling, bag for disposal	8.00 SF	0.43	0.00	0.28	3.72
16. Apply anti-microbial agent	436.79 SF	0.00	0.18	6.16	84.78
31. Air mover (per 24 hour period) - No monitoring	10.00 EA	0.00	24.95	17.47	266.97
2 Air Movers for 5 Days					
32. Dehumidifier (per 24 hour period) - XLarge - No monitoring	5.00 EA	0.00	101.25	35.44	541.69
1 Dehumidifier for 5 Days					
Totals: HVAC				86.82	1,280.75



Bedroom **Height: 8'**

307.33 SF Walls
397.84 SF Walls & Ceiling
10.06 SY Flooring
38.42 LF Ceil. Perimeter
90.51 SF Ceiling
90.51 SF Floor
38.42 LF Floor Perimeter

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
17. Tear out wet drywall, no bagging, per LF - up to 2' tall	38.42 LF	2.05	0.00	5.51	84.27
18. Water extraction from carpeted floor	90.51 SF	0.00	0.44	2.79	42.61
19. Tear out wet carpet pad and bag for disposal	90.51 SF	0.41	0.00	3.00	40.11
20. Tear out wet non-salvageable carpet, cut & bag for disp.	90.51 SF	0.43	0.00	3.13	42.05
21. Apply anti-microbial agent	167.34 SF	0.00	0.18	2.35	32.47
33. Air mover (per 24 hour period) - No monitoring	15.00 EA	0.00	24.95	26.20	400.45
3 Air Movers for 5 Days					
Totals: Bedroom				42.98	641.96
Total: Main Level				**350.79**	**5,230.21**

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

Line Item Totals: ARLETTEENGELHARDT	**350.79**	**5,230.21**

Grand Total Areas:

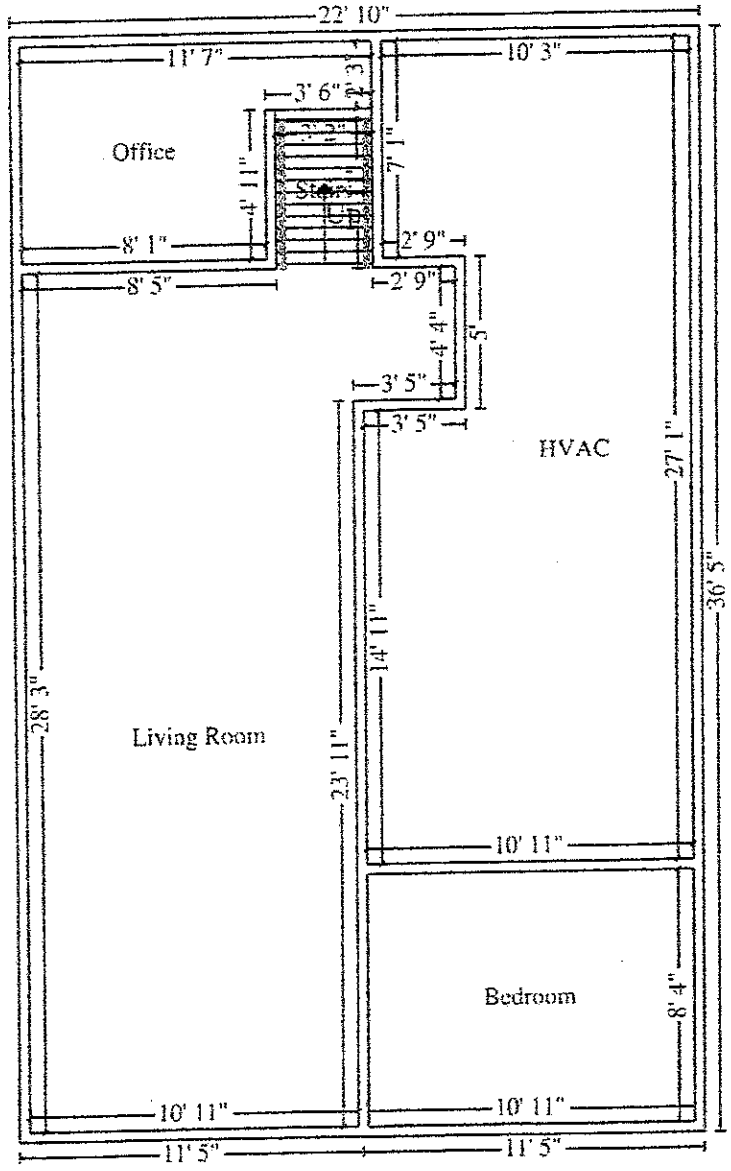
2,044.81	SF Walls	768.36	SF Ceiling	2,813.17	SF Walls and Ceiling
799.64	SF Floor	88.85	SY Flooring	257.59	LF Floor Perimeter
0.00	SF Long Wall	0.00	SF Short Wall	252.30	LF Ceil. Perimeter
799.64	Floor Area	830.48	Total Area	1,809.37	Interior Wall Area
1,065.79	Exterior Wall Area	118.42	Exterior Perimeter 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 Restoration Services
13510 Giles Rd.
Omaha, NE 68138
402-932-5477

Summary for Dwelling

Line Item Total	4,879.42
Material Sales Tax	8.64
Subtotal	4,888.06
Total Tax	342.15
Replacement Cost Value	**$5,230.21**
Net Claim	**$5,230.21**

Wendy McDonnell


22' 10"
11' 7"
10' 3"
3' 6"
2' 3"
Office
4' 11"
7' 1"
Up
8' 1"
2' 9"
8' 5"
2' 9"
4' 4"
5'
3' 5"
3' 5"
HVAC
27' 1"
36' 5"
14' 11"
28' 3"
Living Room
23' 11"
10' 11"
Bedroom
8' 4"
10' 11"
10' 11"
11' 5"
11' 5"

Main Level

Handyman Dan Inc.

Dan Allard
2655 COUNTY ROAD 12
Fremont, NE 68025

Invoice

Date	Invoice #
7/12/2016	927

Bill To
Fay Nelson 2035 Hazel Street Fremont Ne 68025 [redacted]

E-mail	
handymandan06@yahoo.com	
(402) 720-4121	Phone #

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
	remove old carpet debris and scrape the floors. Swept all rooms and carried belongings from the garage to the basement	300.00	300.00

THOMAS A. NELSON
FAY A. NELSON [redacted]
124 GREAT PLAIN RD. [redacted]
DANBURY, CT 06811-3934

[redacted]
51-110/211 7546
1040607829290

7-13-2016
Date

PAY to the order of Handyman Dan, Inc $ 300.00

Three hundred and 00/100 Dollars

Security Features Details on Back.

[redacted]

For [redacted]

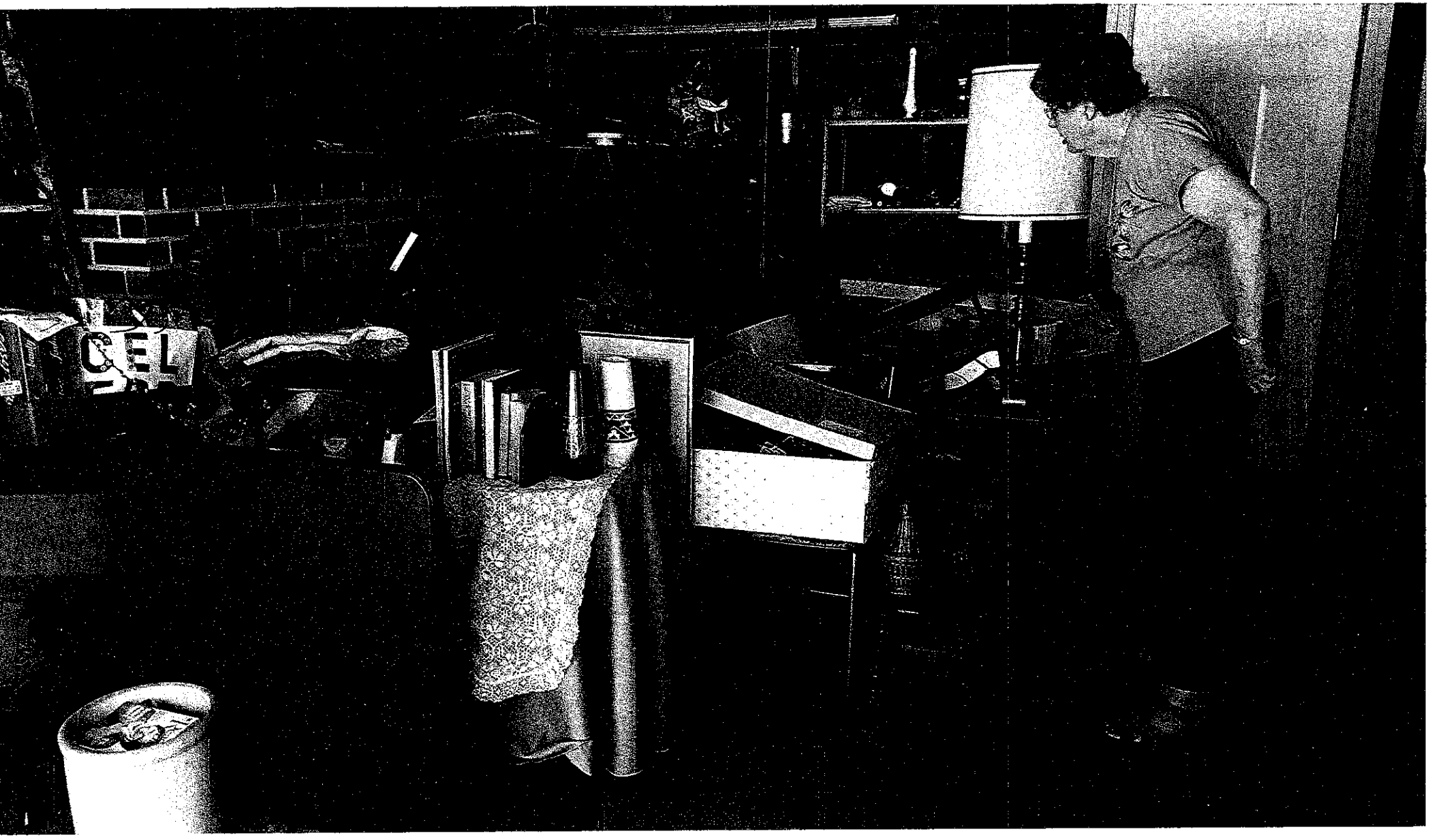
Fay A Nelson

Harland Clarke COLONIAL CLASSIC

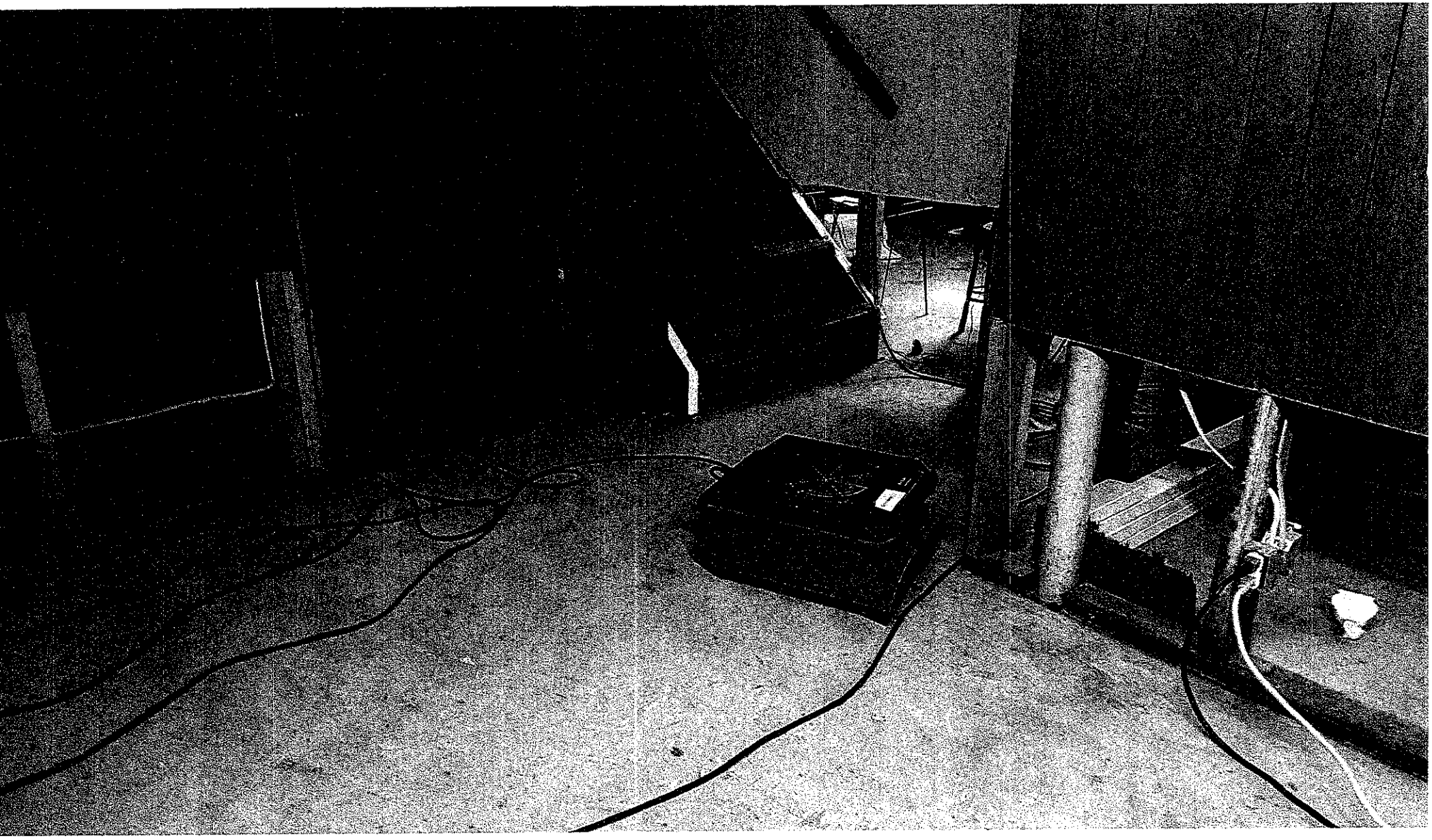
Any Question or concerns please call
402-720-4121

Total $300.00

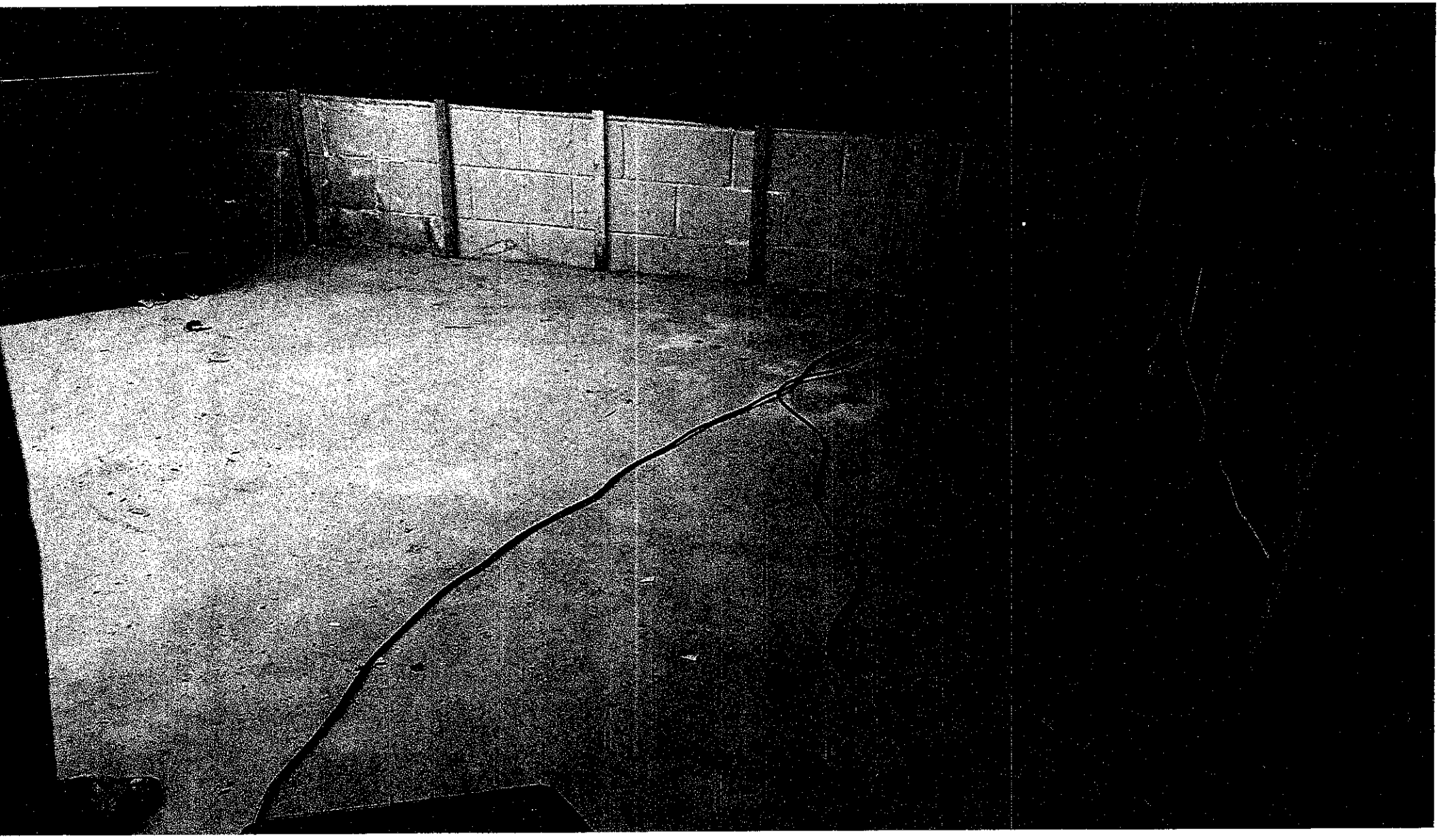
Engelhardt 2035 Hazel Street 6-24-16



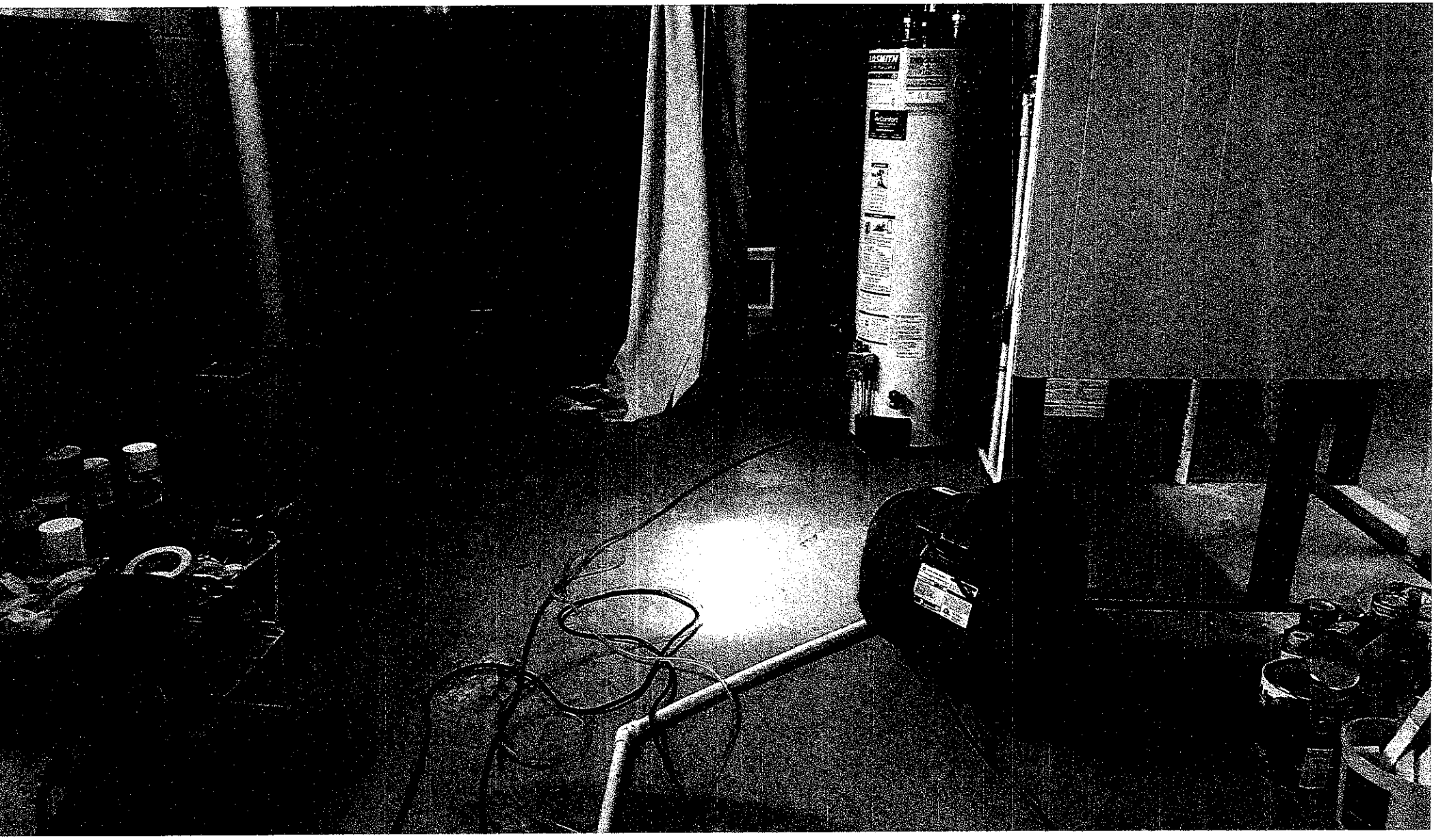
Engelhardt 2035 Hazel Street 6-24-16



Engelhardt 2035 Hazel St 6-24-16

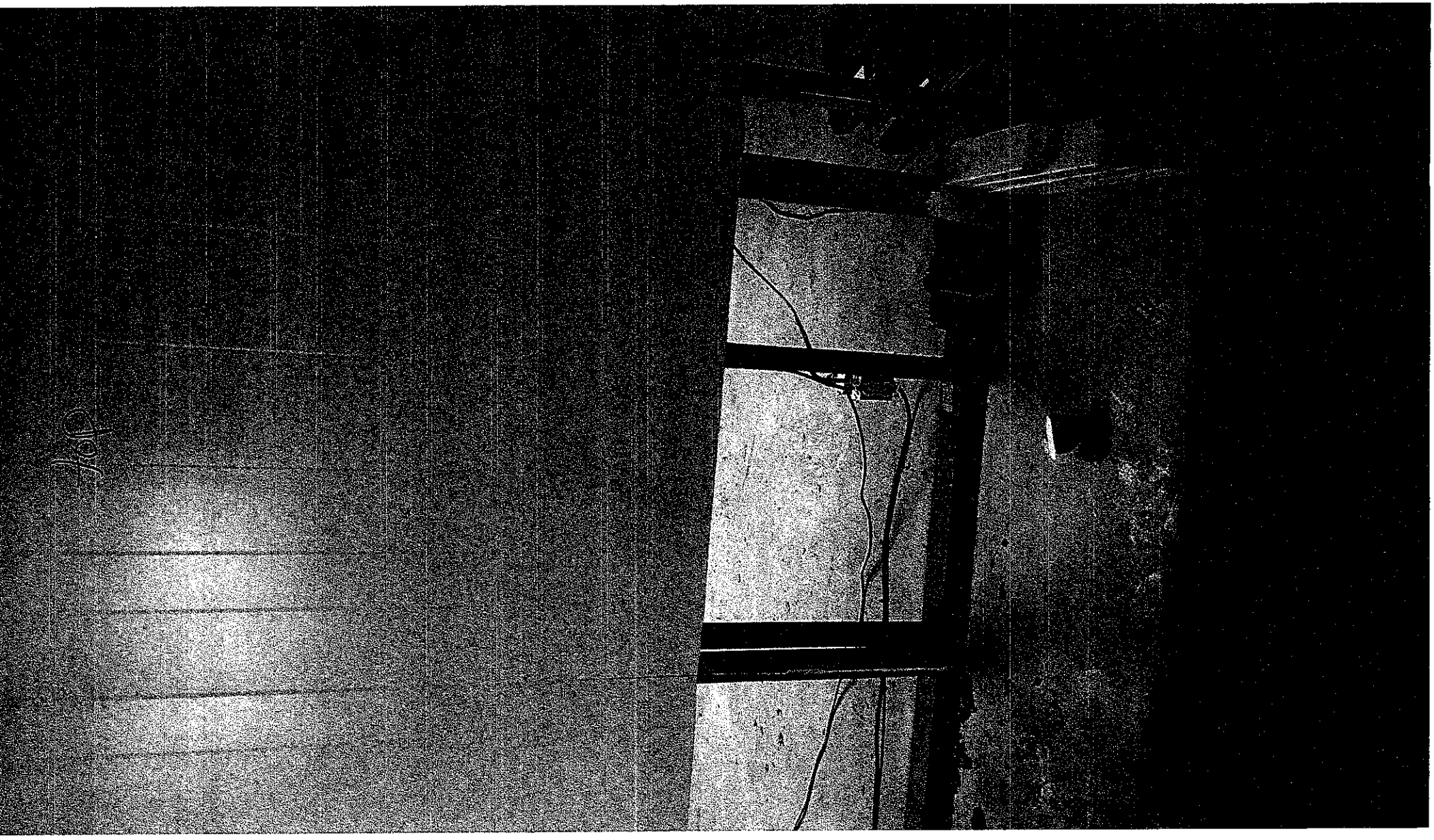


Engelhardt 2035 Hazel St. 6-24-16

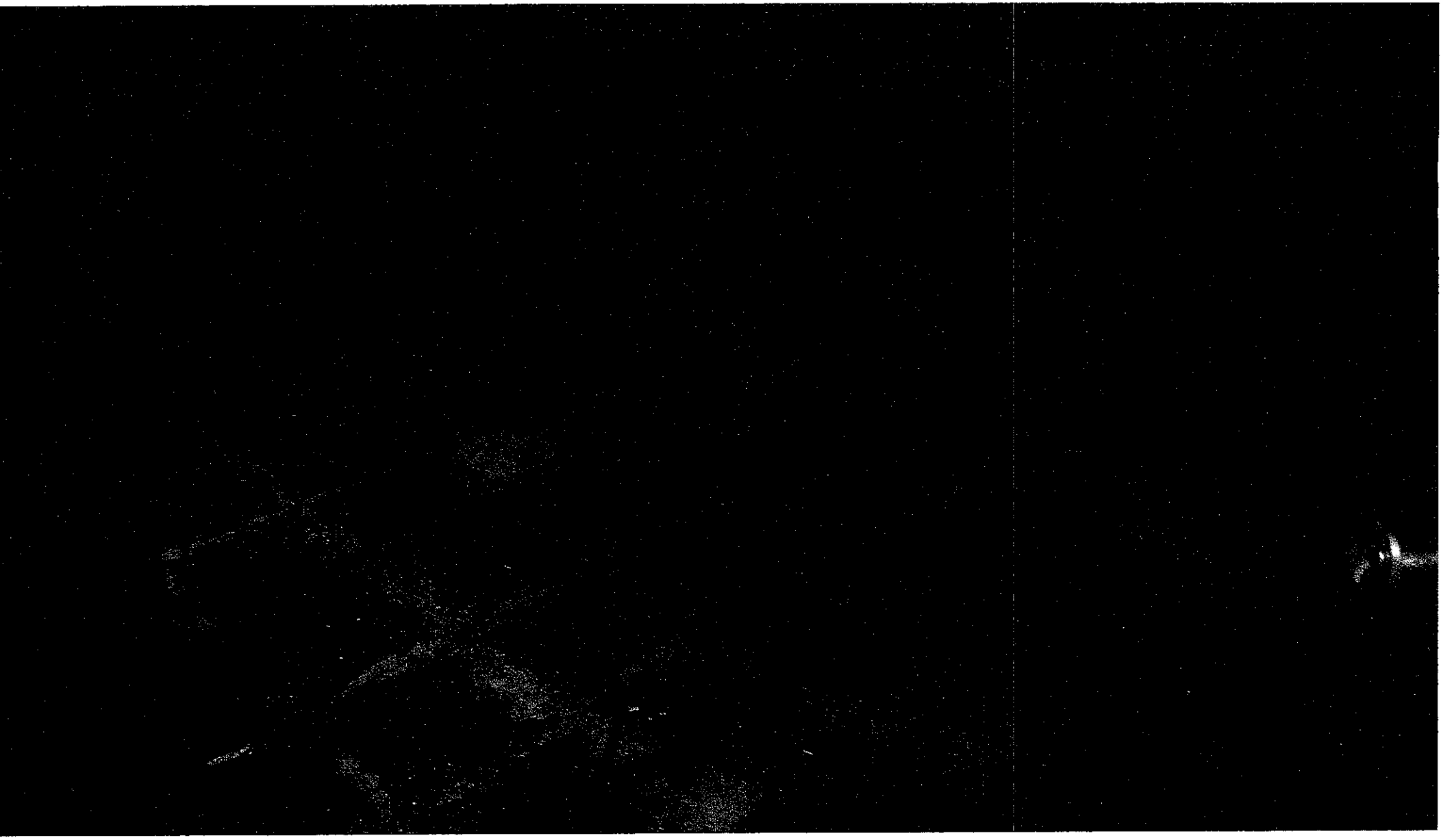


4 of 6

Engelhardt 2035 Hazel St. 6-24-16



Engelhardt 2035 Hazel St. 6-24-16



6 of 6

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM; Paul A. Payne, City Attorney

DATE: August, 2016

SUBJECT: Acknowledge the receipt of tort claim filed by Barb Sheppers

---

RECOMMENDATION: A pprove acknowledgement of the Tort Claim filed by Barb Sheppers

---

BACKGROUND; The City of Fremont has received a Notice of Tort Claim on behalf of Barb Sheppers alleging certain claims in connection with an alleged flooding which occurred on or about June 18, 2016 at 2006 Hazel Street, Fremont, Nebraska.

Without getting into issues concerning the City's and other parties' liability, and whether the claim of Barb Sheppers 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: Barb Scheppers Phone Number: [redacted]

Claimant Address: 2006 Hazel St

Date of Loss: June 18 2016

Location of Loss: 2006 Hazel St

Description of Loss (use another sheet of paper if necessary):
Heavy rain caused storm sewer backup which resulted in flooded basement. It was necessary to pull up basement carpet to remove water soaked pad. After pumping water for 2 days and letting the space dry for 1 week, new pad was put in and carpet was reinstalle

Witness Name: _____ Witness Phone: _____

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

Other: _____ (Check all that apply)

Barb Scheppers
Signature of Claimant

8-14-16
Date

Barb Scheppers
Printed Name of Claimant

City Department Involved: _____

RECEIVED
AUG 16 2016
SCANNED
AUG 16 2016

061541

Statement

DATE

TERMS

TO Barb Scheppers
2006 Hazel

IN ACCOUNT WITH Don Nelsen

tear out carpet + pad 80 sq yds				240	00
new pad				396	00
install new pad + old carpet 80 sq yds				380	00
clean and ~~deodori~~ deodorize carpet				125	00
			TOTAL	$1141	00

CURRENT	OVER 30 DAYS	OVER 60 DAYS	TOTAL AMOUNT

adams DC5012 01-11

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM; Paul A. Payne, City Attorney

DATE: August, 2016

SUBJECT: Acknowledge the receipt of tort claim filed by Betty Modlin

---

RECOMMENDATION: A pprove acknowledgement of the Tort Claim filed by Betty Modlin

---

BACKGROUND; The City of Fremont has received a Notice of Tort Claim on behalf of Betty Modlin alleging certain claims in connection with an alleged flooding which occurred on or about June 18, 2016 at 1818 North Clarmar, Fremont, Nebraska.

Without getting into issues concerning the City's and other parties' liability, and whether the claim of Betty Modlin 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: Betty J. Modlin Phone Number: [redacted]

Claimant Address: 1818 N. Clarmar Ave

Date of Loss: 06-18-2016

Location of Loss: 1818 N. Clarmar Ave. Fremont, NE 68025

Description of Loss (use another sheet of paper if necessary):
729 sq. feet of carpet, & paneling. Dell personal desktop computer. Family pictures. 4" porcelain ball jointed victorian doll. Clothes destroyed by water. Sump pump unable to keep up with water coming in & around sewage pipe. Manhole cover & 1808 coming off & 12" geyser coming from geyser of water coming from sewage pipe in laundry rm.

Witness Name: Julie K. Worsnick Witness Phone: [redacted]

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

Other: _____ (Check all that apply)

Betty J. Modlin
Signature of Claimant

08-11-2016
Date

Betty J. Modlin
Printed Name of Claimant

* Seee attached bills

City Department Involved: _____

Dell personal desktop computer
Printer
Family Pictures
Corner table in Family rm
Stereo & Speakers, a Table
4 3 rms carpet 729 sq'
11 steps of carpet
4 trips to dump

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MENARDS®

MENARDS - FREMONT
3600 East 24th Street
Fremont, NE 68025

KEEP YOUR RECEIPT
RETURN POLICY VARIES BY PRODUCT TYPE

Unless noted below allowable returns for items on this receipt will be in the form of an in store credit voucher if the return is done after 10/27/16

If you have questions regarding the charges on your receipt, please email us at:
FRMTfrontend@menards.com

Sale Transaction Blalmert

5PK N95 RESPIRATOR	
2121191	7.99
TOTAL	7.99
TAX FREMONT-NE 7%	0.56
TOTAL SALE	8.55
US DEBIT 9499	8.55
EFT Debit	07/29/16 18:43:46
Ref# 184307291042	PRIMARY ACCT

Chip Inserted
a0000000980840
TC - a54208450a6a7c4d

TOTAL NUMBER OF ITEMS = 1

THE FOLLOWING REBATE RECEIPTS WERE PRINTED FOR THIS TRANSACTION:
5186

NOW HIRING!!

THANK YOU, YOUR CASHIER, TAYLOR

78554 09 6401 07/29/16 06:43PM 3267

See back of receipt for your chance to win $1000

ID #: 7JYLMS8DR3K

Bleach for bleaching
Basement Pro

Walmart
Save money. Live better.

(402) 727 - 0414
MANAGER LEVENT CAPAN
3010 E 23RD ST
FREMONT NE 68025

ST# 00776 OP# 009043 TE# 43 TR# 07873

CLX LTQ CL	004460031054	3.97 X
CLX LTQ CL	004460031054	3.97 X
CLX LTQ CL	004460031054	3.97 X
	SUBTOTAL	11.91
TAX 1	7.000 %	0.83
	TOTAL	12.74
	DEBIT TEND	12.74
	CHANGE DUE	0.00

EFT DEBIT PAY FROM PRIMARY
12.74 TOTAL PURCHASE
ACCOUNT # **** **** **** 1977 S
REF # 617500260920
NETWORK ID. 0076 APPR CODE 413997
TERMINAL # SC010497

06/22/16 19:47:09

ITEMS SOLD 3

TC# 5914 1664 1698 8966 5036

Low Prices You Can Trust. Every Day.
06/22/16 19:47:11

Savings Catcher! Scan with Walmart app

Basement Cleaning
Storage Supplies for Flood
6-18-16

Use Your BIG CARD 2% REBATE
MENARDS®

MENARDS - FREMONT
3600 East 24th Street
Fremont, NE 68025

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If you have questions regarding the charges on your receipt, please email us at:
FRMTfrontend@menards.com

Sale Transaction

36QT LOCKLID UNDRBED TOT		
6455017	5 @7.99	39.95
12"X175' BUBBLE WRAP		
5658201		17.39
32 QT GASKET BOX		
6452298		8.99
CLOROX BLEACH 116/121OZ		
6471166	2 @3.97	7.94
14OZ ODOR ELIM COOL CLEA		
6471788	4 @2.49	9.96
GENERAL DUTY MASKING TAP		
5642002	2 @1.88	3.76
10.5 OZ DAMP RID		
6472260	9 @2.67	24.03
40W SOFT WHITE A19 12PK		
3530038		8.97
TOTAL		120.99
TAX FREMONT-NE 7%		8.47
TOTAL SALE		129.46
VISA DEBIT 1977		129.46
EFT Debit		06/21/16 09:59:00
Ref# 095906211042		PRIMARY ACCT

TOTAL NUMBER OF ITEMS = 25

THE FOLLOWING REBATE RECEIPTS WERE PRINTED FOR THIS TRANSACTION:
5086

THANK YOU, YOUR CASHIER, RON

68624 08 3509 06/21/16 09:57AM 3267

Fremont Waste Transfer
400 E. MILITARY
Fremont, NE 68025

000000 Cash Customer
Cash Customer

SITE	TICKET	GRID	WEIGHMASTER
02	502822		CG

DATE IN	DATE OUT	TIME IN	TIME OUT	VEHICLE	ROLL OFF
06/20/16	06/20/16	13:55	14:12		

REFERENCE	ORIGIN
EARNIE RED	CITY OF FREMONT

Scale 1 Gross Wt. 5740 LB
Scale 2 Tare Wt. 4540 LB
Net Weight 1200 LB

Inbound - Cash ticket

QTY.	UNIT	DESCRIPTION	RATE	EXTENSION	FEE	TOTAL
0.60	TON	Commercial Carrier M	55.40	33.24	0.00	33.24

4 Rms
w/pad Carpet

Hours of Operation:
700AM-5:00PM Monday thru Friday
8:00AM-12:00PM Saturdays
Phone at Transfer Station: 721-2346

NET AMOUNT
33.24
TENDERED
33.24
CHANGE
0.00
CHECK NO.

WW6TI TO REORDER CONTACT CAROLINA SOFTWARE (910) 799-6767 SIGNATURE _____

Fremont Waste Transfer
400 E. MILITARY
Fremont, NE 68025

000000 Cash Customer
Cash Customer

SITE	TICKET	GRID	WEIGHMASTER
02	507939		CG

DATE IN	DATE OUT	TIME IN	TIME OUT	VEHICLE	ROLL OFF
08/01/16	08/01/16	15:25	15:34		

REFERENCE	ORIGIN
REDDD	CITY OF FREMONT

Scale 1 Gross Wt. 4680 LB
Scale 1 Tare Wt. 4280 LB
Net Weight 400 LB

Inbound - Cash ticket

QTY.	UNIT	DESCRIPTION	RATE	EXTENSION	FEE	TOTAL
0.20	TON	Commercial Carrier M	55.40	11.08	0.00	11.08

Hours of Operation:
700AM-5:00PM Monday thru Friday
8:00AM-12:00PM Saturdays
Phone at Transfer Station: 721-2346

NET AMOUNT
11.08
TENDERED
20.00
CHANGE
8.92
CHECK NO.

Fremont Waste Transfer
400 E. MILITARY
Fremont, NE 68025

000000 Cash Customer
Cash Customer

SITE	TICKET	GRID	WEIGHMASTER
02	503082		CG

DATE IN	DATE OUT	TIME IN	TIME OUT	VEHICLE	ROLL OFF
06/21/16	06/21/16	14:31	14:43		

REFERENCE	ORIGIN
EARNIE RED	CITY OF FREMONT

Scale 1 Gross Wt. 4580 LB
Scale 2 Tare Wt. 4380 LB
Net Weight 200 LB

Inbound - Cash ticket

QTY.	UNIT	DESCRIPTION	RATE	EXTENSION	FEE	TOTAL
0.10	TON	Commercial Carrier M	55.40	5.54	0.00	5.54

Hours of Operation:
700AM-5:00PM Monday thru Friday
8:00AM-12:00PM Saturdays
Phone at Transfer Station: 721-2346

NET AMOUNT	5.54
TENDERED	10.00
CHANGE	4.46
CHECK NO.	

WW6T1 TO REORDER CONTACT CAROLINA SOFTWARE (910) 799-6767 SIGNATURE _____

Fremont Waste Transfer
400 E. MILITARY
Fremont, NE 68025

000000 Cash Customer
Cash Customer

SITE	TICKET	GRID	WEIGHMASTER
02	502726		CG

DATE IN	DATE OUT	TIME IN	TIME OUT	VEHICLE	ROLL OFF
06/20/16	06/20/16	10:18	11:01		

REFERENCE	ORIGIN
ERNIE	CITY OF FREMONT

Scale 1 Gross Wt. 5280 LB
Scale 2 Tare Wt. 4280 LB
Net Weight 1000 LB

Inbound - Cash ticket

QTY.	UNIT	DESCRIPTION	RATE	EXTENSION	FEE	TOTAL
0.50	TON	Commercial Carrier M 4Rms Carpet w/Pad	55.40	27.70	0.00	27.70

Hours of Operation:
700AM-5:00PM Monday thru Friday
8:00AM-12:00PM Saturdays
Phone at Transfer Station: 721-2346

NET AMOUNT	27.70
TENDERED	30.00
CHANGE	2.30
CHECK NO.	

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MENARDS

MENARDS - FREMONT
3600 East 24th Street
Fremont, NE 68025

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If you have questions regarding the charges on your receipt, please email us at:
FRMTfrontend@menards.com

Sale Transaction

PREMIER 4-PK ROLLER COVE*		
5610894		5.99
9" PAINT TRAY LINER		
5611672	2 @0.58	1.16
TOTAL		7.15
TAX FREMONT-NE 7%		0.50
TOTAL SALE		7.65
CASH		20.00
CHANGE		12.35-

TOTAL SAVINGS 2.00

TOTAL NUMBER OF ITEMS = 3

NOW HIRING!!

THANK YOU, YOUR CASHIER, MONICA

78748 07 9204 08/03/16 08:33AM 3267

for Basement cleaning Supplies P Hood 6-18-16

MENARDS - FREMONT
3600 East 24th Street
Fremont, NE 68025

KEEP YOUR RECEIPT
RETURN POLICY VARIES BY PRODUCT TYPE

Unless noted below allowable returns for items on this receipt will be in the form of an in store credit voucher if the return is done after 09/20/16

If you have questions regarding the charges on your receipt, please email us at:
FRMTfrontend@menards.com

Sale Transaction

TRION AIRBEAR 20X25X5 M1	
6331551	37.99
16OZ COTTON DECK MOP	
6489795	8.99
100 OZ PINESOL REGULAR	
6472112	6.88
TOTAL	53.86
TAX FREMONT-NE 7%	3.77
TOTAL SALE	57.63
VISA DEBIT 1977	57.63
EFT Debit	06/22/16 19:29:36
Ref# 192906221042	PRIMARY ACCT

TOTAL NUMBER OF ITEMS = 3

THE FOLLOWING REBATE RECEIPTS WERE PRINTED FOR THIS TRANSACTION:
5086

THANK YOU, YOUR CASHIER, BRANDON

78531 06 8035 06/22/16 07:29PM 3267

FRMT 30138271

MENARDS®

ECIAL ORDER CONTRACT
GUEST COPY

E # 3267 FRMT
East 24th Street
ont, NE 68025

PHONE: (402) 753-3179
FAX: (402) 753-3190

GUEST NAME - ADDRESS - PHONE
Modlin, Betty 1818 N Clarmar Ave Fremont, NE 68025-2816 Ph: (402) 721-6785

ESTIMATED ARRIVAL DATE
NOT BINDING ON MENARD, INC.
BASED ON PROMISES BY OTHERS 08/17/16

SOLD BY	ORDER DATE
STEPHEN L.	07/27/16

EMAIL:
JOB DESC:

	SKU	UNIT PRICE	EXTENDED PRICE
#117 DPI	505-3002	12.49	499.60

becomes an order upon payment and a valid Menards receipt for this order is attached.

ions set forth in this document are a complete and final written instrument explicitly signed and executed by the brought within one year of purchase. "Custom made" FUNDABLE. "Non-custom made" Special order restocking fee. Purchaser is responsible for providing to er's exclusive remedy, if any product is defective or fails to . All defects and non-conformities must be reported to Menards . all product is sold "AS IS," and the manufacturer's ANTIES, EXPRESS OR IMPLIED AS TO THE PURPOSE OF THE PRODUCT. There are no representations uirements. Menards liability shall not exceed the purchase price R ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL t is available for pick-up. If Purchaser fails to provide an the order by visiting Menards.com. If Purchaser refuses or fails lity, Menards may liquidate the product and shall be entitled to ed as partial satisfaction. Purchaser agrees that Menards is ct, fails to perform. Purchaser agrees that any and all or the breach thereof, shall be settled by binding arbitration pplicable Consumer or Commercial Arbitration Rules.
THIS CONTRACT CONSTITUTES YOUR TIONS STATED ABOVE.

SUB-TOTAL:	499.60
SHIPPING:	0.00
PRE-TAX TOTAL:	499.60

VENDOR: DPI

For the most accurate and up-to-date status of your order, please visit:

www.menards.com

If this is a partial pickup, please verify all quantities/items being signed for. Menards is not responsible for shortages after leaving the yard.

2% REBATE
MENARDS®

MENARDS - FREMONT
600 East 24th Street
Fremont, NE 68025

KEEP YOUR RECEIPT
RETURN POLICY VARIES BY PRODUCT TYPE

nless noted below allowable returns for tems on this receipt will be in the form of an in store credit voucher if the return is done after 10/25/16

If you have questions regarding the charges on your receipt, please email us at:
FRMTfrontend@menards.com

Sale Transaction

t name: Modlin, Betty
CIAL ORDER 30138271
ESTOGA OAK -PICK
3002 40 @12.49 499.60
OF ORDER

L	499.60
FREMONT-NE 7%	34.97
L SALE	534.57
erCard 8087	534.57

h Code:65470Y
p Inserted
00000041010
- bee0a6c688d85f6a

L NUMBER OF ITEMS = 40

FOLLOWING REBATE RECEIPTS WERE TED FOR THIS TRANSACTION:
}

GUEST COPY

: Cardholder acknowledges receipt of s/services in the total amount shown on and agrees to pay the card issuer according to its current terms.

HIS IS YOUR CREDIT CARD SALES SLIP PLEASE RETAIN FOR YOUR RECORDS.

NOW HIRING!!

YOU, YOUR CASHIER, TAYLOR

10 3367 07/27/16 02:48PM 3267

TRACKABLE PREPAID ORDER -
Track your order online at Menards.com using this order number ==> **FRMT 83948**

1179
0

CASHIER - PRESS RECALL TRANS AND SCAN BARCODE ==>

PAGE 1 OF 1

GUEST NAME - ADDRESS - PHONE
Modlin, Betty 1818 N Clarmar Ave Fremont, NE 68025-2816 Ph: (402) 721-6785

SOLD BY: TJ T.
DATE: 08/06/16 08/21/16
Est/mated Arrival Date

EMAIL:
JOB DESC:

	SKU NUMBER	UNIT PRICE	EXTENDED PRICE
#117 DPI	505-3002	10.99*	142.87

Use Your BIG CARD 2% REBATE
MENARDS®

MENARDS - FREMONT
500 East 24th Street
Fremont, NE 68025

KEEP YOUR RECEIPT
RETURN POLICY VARIES BY PRODUCT TYPE

Unless noted below allowable returns for items on this receipt will be in the form of an in store credit voucher if the return is done after 11/04/16

If you have questions regarding the charges on your receipt, please email us at:
FRMTfrontend@menards.com

Sale Transaction

Name: Modlin, Betty

		83948
TOGA OAK		-PICK*
02	13 @10.99	142.87
F ORDER		
		142.87
FREMONT-NE 7%		10.00
SALE		152.87
EBIT 4068		152.87
bit		08/06/16 11:36:50
113608061042		PRIMARY ACCT

SAVINGS 19.50

NUMBER OF ITEMS = 13

NOW HIRING!!

YOU, YOUR CASHIER, GAGE

9 8210 08/06/16 11:36AM 3267

ie store, you have 14 days to pick it up. If you have provided an email address, when your merchandise arrives at the store. If you have not provided an email ion, and it is your responsbility to track your order on www.menards.com.

becomes a picking list subject to the terms and conditions below. Quantities listed above may exceed quantities roducts on this picking list within 14 days of this product being available may result in a 10% restocking fee.

PRE-TAX TOTAL:	142.87

the merchandise.
www.menards.com by using the tracking number
at.
email address when the store receives the merchandise,
andise. If no email address is given, you will not receive an email, and it is your responsibility to check the status

turn to the store to pick up the product. For larger items, you may enter the outside yard with a copy of this document ubject to inspection).
lays of its arrival at the store will no longer be available, and you will receive a refund subject to Menards' posted

re your load, trunk lid, etc. For your convenience, we supply twine, but you will have to decide whether or not your ough. If you do not believe the twine will suffice, stronger material can be purchased inside the store.

load is secure and it ...

READ THE TERMS AND CONDITIONS CAREFULLY. All returns are subject to Menards' posted return policy. In consideration for Menards low prices you agree that if any merchandise purchased by you is defective, Menards will agree to exchange the merchandise or refund the purchase price based on the form of original payment. You agree that there shall be no other remedy available to you. If there is a warranty provided by the manufacturer, that warranty shall govern your rights and Menards shall be selling the product "AS IS." Oral statements do not constitute warranties, and are not a part of this contract. The guest agrees to inspect all merchandise prior to installing or using it. UNDER NO CIRCUMSTANCES SHALL MENARDS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES. MENARDS MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE MERCHANDISE. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its applicable Consumer or Commercial Arbitration Rules, and judgments on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The guest agrees to these terms and conditions through purchase of merchandise contained on this document.

THIS IS NOT A RECEIPT **GATE GUARD - SCAN HERE ==>**

GRANGE MUTUAL
INSURANCE COMPANY

Grange Mutual Insurance Company
of Custer County
PO Box 246
424 South 8th
Broken Bow, NE 68822
(308) 872-2100 Phone
(308) 872-5021 Fax
1-866-872-5010 Toll Free

June 27, 2016

Betty Modlin
1818 N Clarmar Ave
Fremont, NE 68025

Claim #: 20160049F
Date of Loss: 6/18/2016
Date Reported: 6/21/2016
[redacted]

Dear Betty,

Grange Mutual must respectfully deny your claim for your loss. After investigation of your damaged property it has been determined that the damage was not caused by a covered peril. Per your policy GMI 3 1-12: General Exclusions; 3. Water Damage, meaning: d) water below the surface of the ground, including water which exerts pressure on or seeps or leaks through a building, sidewalk, driveway, foundation, swimming pool or other structure.

If you feel we have reached this decision in error, you may wish to contact Grange Mutual Insurance at 308-872-2100, or you may wish to contact the Nebraska Department of Insurance at 941 O Street, Suite 400, Lincoln, NE 68508-3639. Thank you for your cooperation during our investigation.

Sincerely,

Bill Brush

Bill Brush,
President
BB/cs

Jessica Burnett

From:	Camille Synak
Sent:	Thursday, August 11, 2016 5:29 PM
To:	Jessica Burnett
Subject:	Betty Modlin Claim
Attachments:	Modlin Claim.pdf

Attached is the claim report for Betty Modlin. Please let me know if you need anything else.

Thank you,

Jess I cant get the email to go through on this, PLease fax right away in the morning to Robin White at 402-727-2667

Camille Synak
Grange Mutual Insurance Company of Custer County
PO Box 246
Broken Bow, NE 68822
P: 308-872-2100
F: 308-872-5021
Email: csynak@grangemutualinscusterco.com

EXPEDIENT
Claim Services, Incorporated
www.ExpedientCSI.com

Service Invoice

EXPEDIENT CLAIM SERVICES, INC
PO BOX 642
ALLIANCE, NE 69301
Office: (308) 762-8060
Email: LLybarger@ExpedientClaimServices.com

Number: F16-3257
Date: 6/27/2016
Due: 7/21/2016

Bill To
Grange Mutual
PO Box 246
Broken Bow, NE 68822
Office: (308) 872-2100
Email: csynak@grangemutualinscusterco.com

Billed From
LARRY LYBARGER
EXPEDIENT CLAIM SERVICES, INC
PO BOX 642
ALLIANCE, NE 69301
Office: (308) 762-8060
Email:

Claim Information

File No.:	16023257F	Insured:	Betty Modlin	Loss Date:	6/18/2016
Claim No.:	20160049F	Agency:		Loss Cause:	Water
Policy No.:	[redacted]	Adjuster	ROB LYBARGER	RC:	$0.00
		Adj. TaxID:	20-1088165	Depreciation:	$0.00
		Adj.Co. TaxID:	20-1088165	Deductible:	$0.00
				Net Claim:	$0.00

Time And Expense

Date	Type	Description	Quantity	Unit	Rate	Cost
6/21/2016	Case Creation	Setup of New Claim	1	ea.	$30.00	$30.00
6/23/2016	Mileage	Mileage to Fremont	538	miles	$0.54	$290.52
6/23/2016	Transportation	Drive Time	8	hrs.	$60.00	$480.00
6/23/2016	Service Hours	Inspect	1	hrs.	$85.00	$85.00
6/27/2016	Service Hours	Diagram and Photos	0.5	hrs.	$85.00	$42.50
6/27/2016	Office	Report to Company	1	hrs.	$85.00	$85.00
	Exemption	Mileage	25		$0.54	($13.50)
	Exemption	Transportation	0.5		$60.00	($30.00)
SubTotal						**$969.52**
Tax	0 %					**0**
Total						**$969.52**

Dodge County

EXPEDIENT
Claim Services, Incorporated
www.ExpedientCSI.com
PO BOX 642
ALLIANCE, NE 69301
Office: (308) 762-8060
Email: LLybarger@ExpedientClaimServices.com

Claim Report

REPORT DATE:	STATUS:	NEXT REPORT:
6/27/2016	First and Final	

CLAIM NO: 20160049F

POLICY #: [redacted]

POLICY ISSUED:	POLICY EXPIRES:	DATE OF LOSS:
		6/18/2016

FILE NO: 16023257F

ADJUSTER: ROB LYBARGER

ADJUSTER PHONE: (308) 760-2871

ADJUSTER EMAIL: RLybarger@ExpedientClaimServices.com

ASSIGNED:	CONTACTED:	INSPECTED:	CLOSED:
06/21/16	06/21/16	06/23/16	

To: Grange Mutual
ATTN Camille Synak
PO Box 246
Broken Bow, NE 68822

RE: Insured: Betty Modlin
Loss Address: 1818 N. Clarmer Ave
Fremont, NE 68025

Coverage — Limit — Deductible — Reserve

Forms:

Risk Structure Type: Dwelling — Occupancy Residence (Primary)

Origin Water Damage

Exclusions/Limitations GMI 3 1-12: General Exclusions 3. Water Damage, meaning: d) water below the surface of the ground, including water which exerts pressure on or seeps or leaks through a building, sidewalk, driveway, foundation, swimming pool, or other structure.

Subrogation/Salvage None

Loss Summary

	RC	Recov. Dep	Nonrecov. Dep	ACV
Totals	0.00	0.00	0.00	0.00
		Less Deductible Applied		0.00

Enclosures
- ☐ Estimates
- ☐ Proof of Loss
- ☑ Photos
- ☑ Invoice
- ☐ Property Valuation
- ☐ Contents Worksheet
- ☐ Statement of Loss
- ☑ Diagrams
- Other:

Investigation

On 6/23/16, the insured property was inspected for water damage. Upon inspection, water damage was noted to walls, flooring and personal property in the insureds basement. The Insured stated on the date of loss, Fremont received 8 inches of rain in 3 hours. Water was entering the dwelling through the foundation around the basement sewer drain. The Insured does have a sump pump and the pump was working. Water was entering the dwelling fast and the sump pump could not keep up. This basement also has a floor drain. The Insured stated the floor drain plugged during this time. The Insured cleared the drain, cleaned up water, removed carpets and has fans and dehumidifiers running.

Per the Insured's policy: GMI 3, 1-12: General Exclusions 3. Water Damage, meaning: d) water below the surface of the ground, including water which exerts pressure on or seeps or leaks through a building, sidewalk, driveway, foundation, swimming pool, or other structure.

Due to the exclusion in the Insured's policy, our office does not see coverage for this loss. It is understood conclusion

of this claim will be handled by your office. At this time we will retire our file.

Remarks

We are forwarding the enclosed material for your inspection and consideration. If you have any questions, please do not hesitate to contact our office. Thank you for the opportunity of representing your interest in this matter.

Sincerely,

Robert M Lybarger

Expedient Claim Services, Inc.

Created using PowerClaim ®, 1-800-736-1346

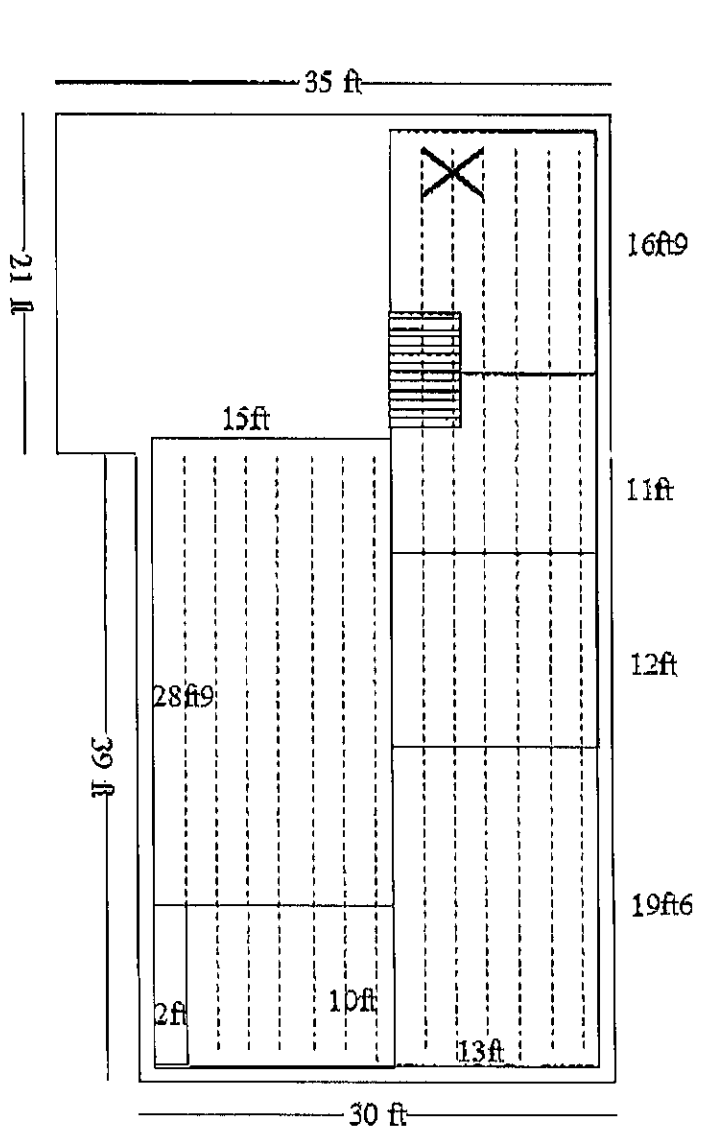
Diagram Sheet

Claim No. 20160049F

File No.	Policy No.	Date of Loss	Report	Report Date	Adjuster
16023257F	[redacted]	06/18/2016	First and Final	06/27/2016	ROB LYBARGER

Insured	Contact	Claimant
Betty Modlin		

Diagram
01



Description
Property Diagram 1

Comment
Water Damage

Photo Sheet

Claim No. 20160049F

File No.	Policy No.	Date of Loss	Report	Report Date	Adjuster
16023257F	[redacted]	06/18/2016	First and Final	06/27/2016	ROB LYBARGER

Insured	Contact	Claimant
Betty Modlin		

Photo
20160049F-001

Comment
South east view of risk

Date
6/27/2016

Description
Water Damage

Photo
20160049F-002

Comment
Basement laundry room

Date
6/27/2016

Description
Water Damage

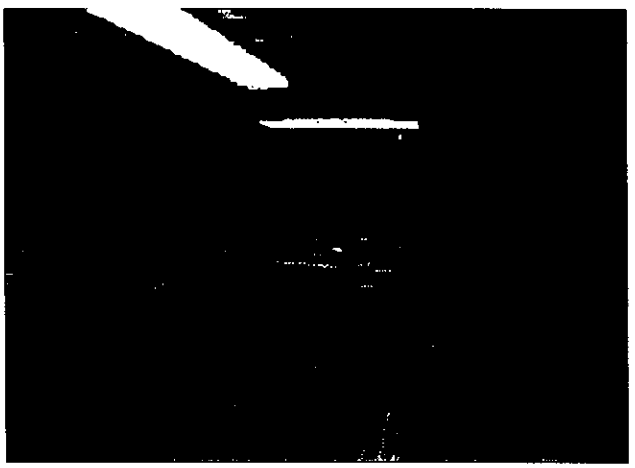


Photo
20160049F-003

Comment
Location of water entry. Inspured stated water was coming in around drain pipe.

Date
6/27/2016

Description
Water Damage

Photo
20160049F-004

Comment
Room view - Floor drain noted

Date
6/27/2016

Description
Water Damage

Photo Sheet

Claim No. 20160049F

File No.	Policy No.	Date of Loss	Report	Report Date	Adjuster
16023257F	[redacted]	06/18/2016	First and Final	06/27/2016	ROB LYBARGER

Photo
20160049F-005

Comment
Insured stated floor drain pluged

Date
6/27/2016

Description
Water Damage

Photo
20160049F-006

Comment
Storage room view

Date
6/27/2016

Description
Water Damage

Photo
20160049F-007

Comment
Basement room view

Date
6/27/2016

Description
Water Damage

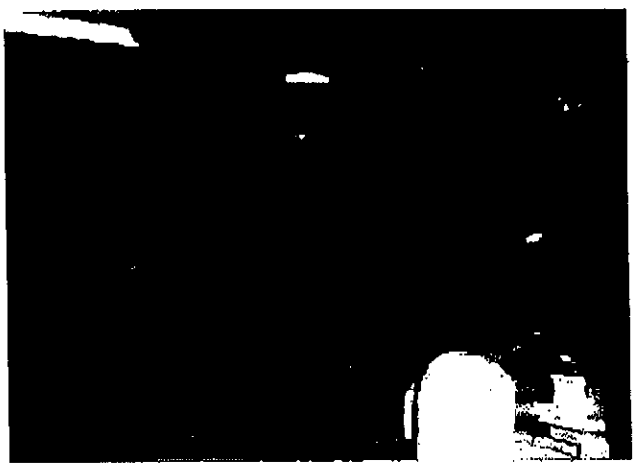


Photo
20160049F-008

Comment
Carpet removed / Paneling damage

Date
6/27/2016

Description
Water Damage

Photo Sheet

Claim No. 20160049F

File No.	Policy No.	Date of Loss	Report	Report Date	Adjuster
16023257F	[redacted]	06/18/2016	First and Final	06/27/2016	ROB LYBARGER

Photo
20160049F-009

Comment
Basement living room view

Date
6/27/2016

Description
Water Damage

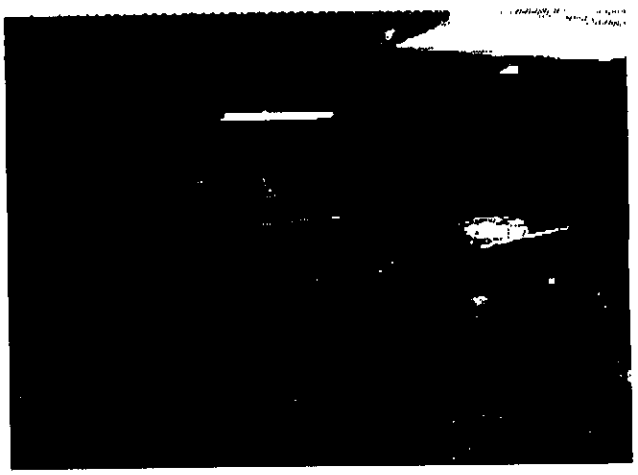


Photo
20160049F-010

Comment
Personal property damage

Date
6/27/2016

Description
Water Damage

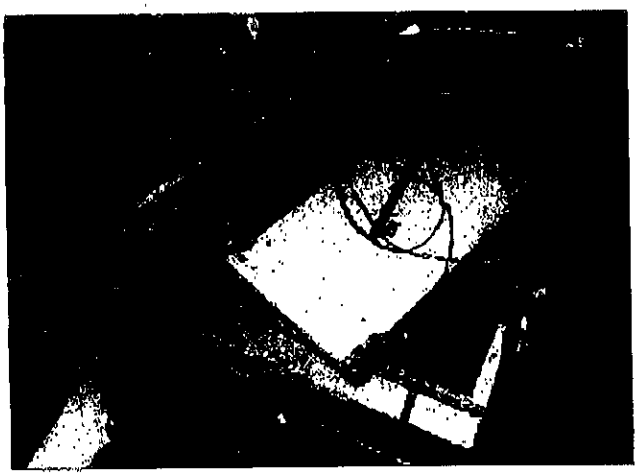


Photo
20160049F-011

Comment
Basement bedroom view

Date
6/27/2016

Description
Water Damage

Photo
20160049F-012

Comment
Paneling damage

Date
6/27/2016

Description
Water Damage

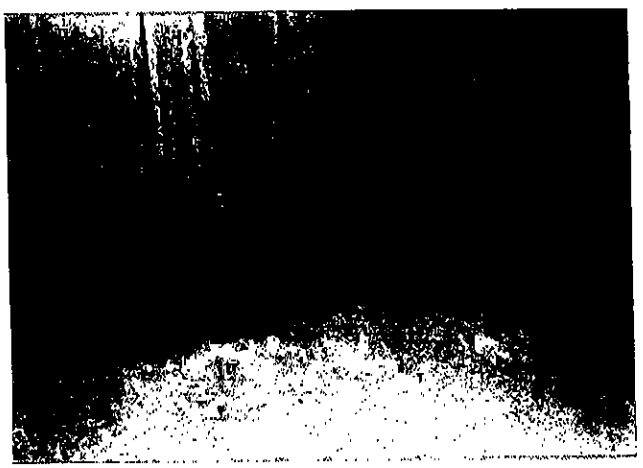


Photo Sheet

Claim No. 20160049F

File No.	Policy No.	Date of Loss	Report	Report Date	Adjuster
16023257F	[redacted]	06/18/2016	First and Final	06/27/2016	ROB LYBARGER

Photo
20160049F-013

Comment
Storage room view

Date
6/27/2016

Description
Water Damage

Photo
20160049F-014

Comment
Basement bedroom view

Date
6/27/2016

Description
Water Damage

Photo
20160049F-015

Comment
Water damage to drywall

Date
6/27/2016

Description
Water Damage

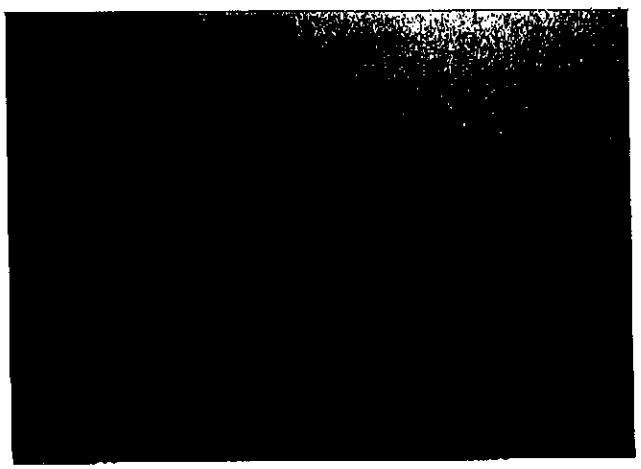


Photo
20160049F-016

Comment
Concrete still wet

Date
6/27/2016

Description
Water Damage

Photo Sheet

Claim No. 20160049F

File No.	Policy No.	Date of Loss	Report	Report Date	Adjuster
16023257F	[redacted]	06/18/2016	First and Final	06/27/2016	ROB LYBARGER

Photo
20160049F-017

Comment
North side of dwelling - No negative grade noted

Date
6/27/2016

Description
Water Damage

Photo
20160049F-018

Comment
North west view of risk

Date
6/27/2016

Description
Water Damage

Activity Log

Claim No. 20160049F

File No.	Policy No.	Date of Loss	Report	Report Date	Adjuster
16023257F	[redacted]	06/19/2016	First and Final	06/27/2016	ROB LYBARGER

6/21/2016	Case Creation	Setup of New Claim	1	ea.	$30.00	$30.00
6/23/2016	Mileage	Mileage to Fremont	538	miles	$0.54	$290.52
6/23/2016	Transportation	Drive Time	8	hrs.	$60.00	$480.00
6/23/2016	Service Hours	Inspect	1	hrs.	$85.00	$85.00
6/27/2016	Service Hours	Diagram and Photos	0.5	hrs.	$85.00	$42.50
6/27/2016	Office	Report to Company	1	hrs.	$85.00	$85.00
	Exemption	Mileage	25		$0.54	($13.50)
	Exemption	Transportation	0.5		$60.00	($30.00)
Total:						$969.52

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM; Paul A. Payne, City Attorney

DATE: August, 2016

SUBJECT: Acknowledge the receipt of tort claim filed by David Drickey

---

RECOMMENDATION: A pprove acknowledgement of the Tort Claim filed by David Drickey

---

BACKGROUND; The City of Fremont has received a Notice of Tort Claim on behalf of David Drickey alleging certain claims in connection with an alleged flooding which occurred on or about June 18, 2016 at 1730 East 20th Street, Fremont, Nebraska.

Without getting into issues concerning the City's and other parties' liability, and whether the claim of David Drickey 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: DAVE DRICKEY Phone Number: [redacted]

Claimant Address: 1730 E. 20TH ST FREMONT, NE

Date of Loss: 6/18/16

Location of Loss: 1730 E. 20TH ST

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

FLOODING IN BASEMENT RUINING ALL DRYWALL + FLOORING DUE TO WATER COMING UP THROUGH FLOOR DRAIN

Witness Name: MARK HANSEN Witness Phone: [redacted]

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

Other: _____ (Check all that apply)

Signature of Claimant

Date 8/10/16

DAVID L. DRICKEY
Printed Name of Claimant

City Department Involved: _____

061537

Statement

DATE Aug 6, 2016

TERMS

TO Dave Drickey
1730 E. 20TH

IN ACCOUNT WITH Don Nelsen
2006 Hazel

1080 sq ft vinyl					1728	00
glue					240	00
take out old vinyl					1080	00
install new vinyl					1080	00
floor prep					200	00
			TOTAL		$4328	00
estimate for basement flooring						

CURRENT	OVER 30 DAYS	OVER 60 DAYS	TOTAL AMOUNT		

adams DC5812 01-11

Zig Drywall Inc.
P.O. Box 337
Fort Calhoun, NE 68023

Estimate

Date	Estimate #
7/9/2016	2404

Name / Address
Moose Carpentry 1599 S. Main St. Lot#3 Fremont, NE 68025

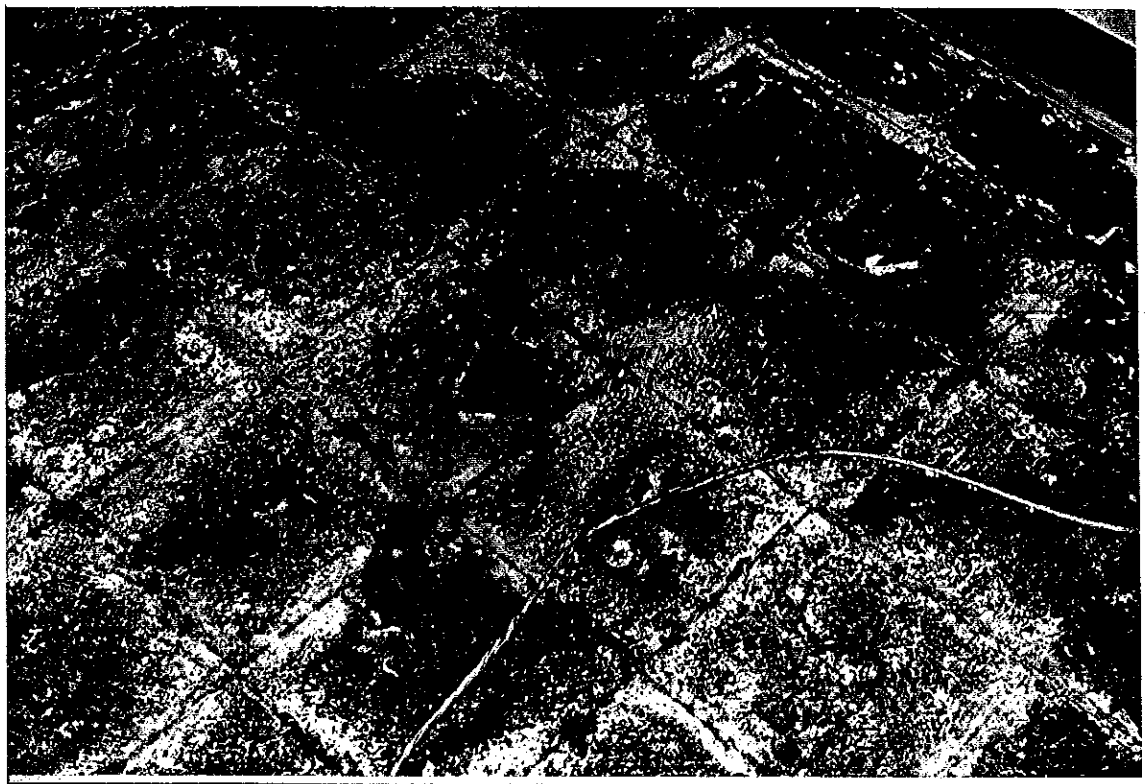
Project
1730 E.20th

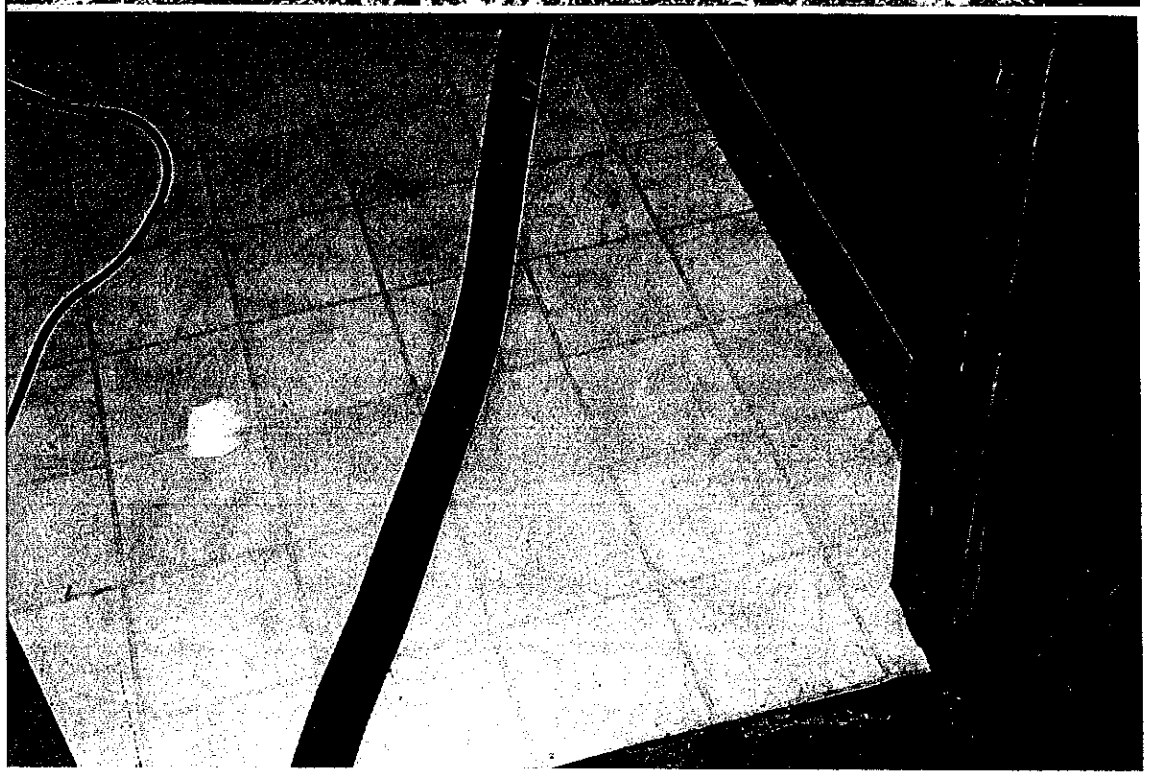
Description	Total
Materials, Hanging, Scrapping, and Finishing Basement Includes: Sq Corners and Light Textured Ceilings Also includes putting texture on Block Wall	1,100.00

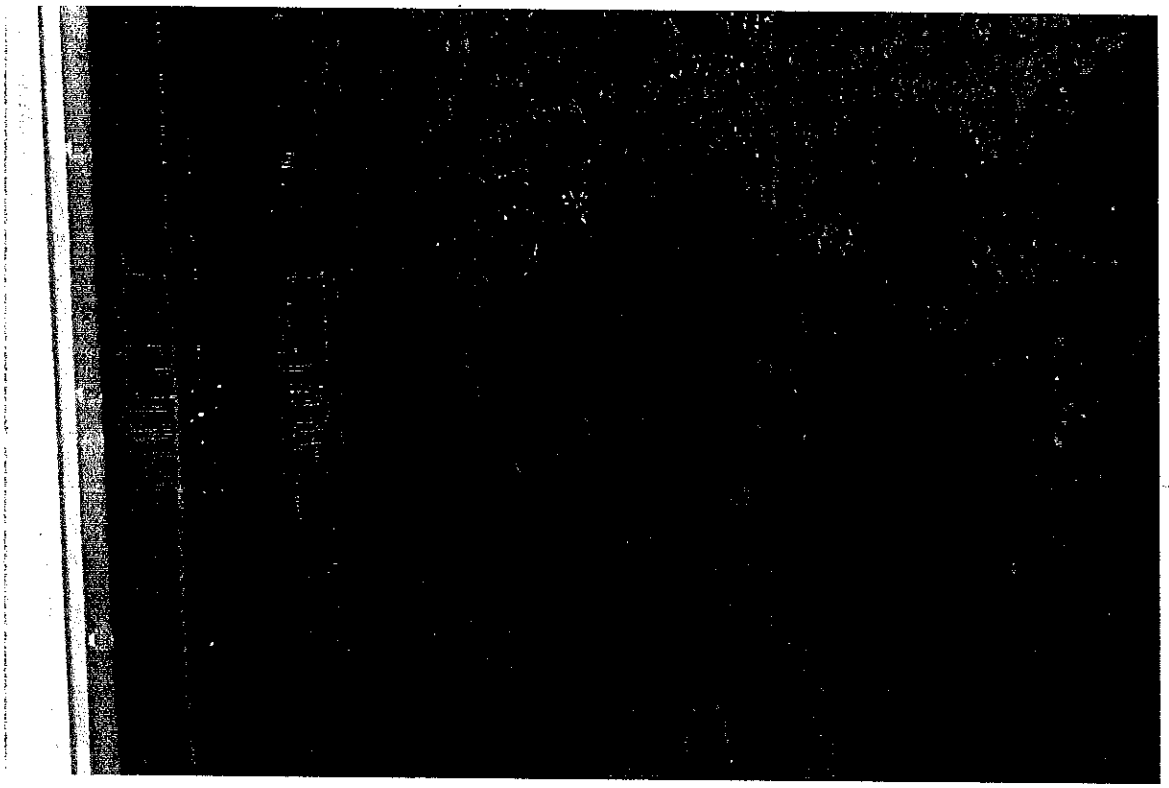
Thank you for the opportunity to bid on your house

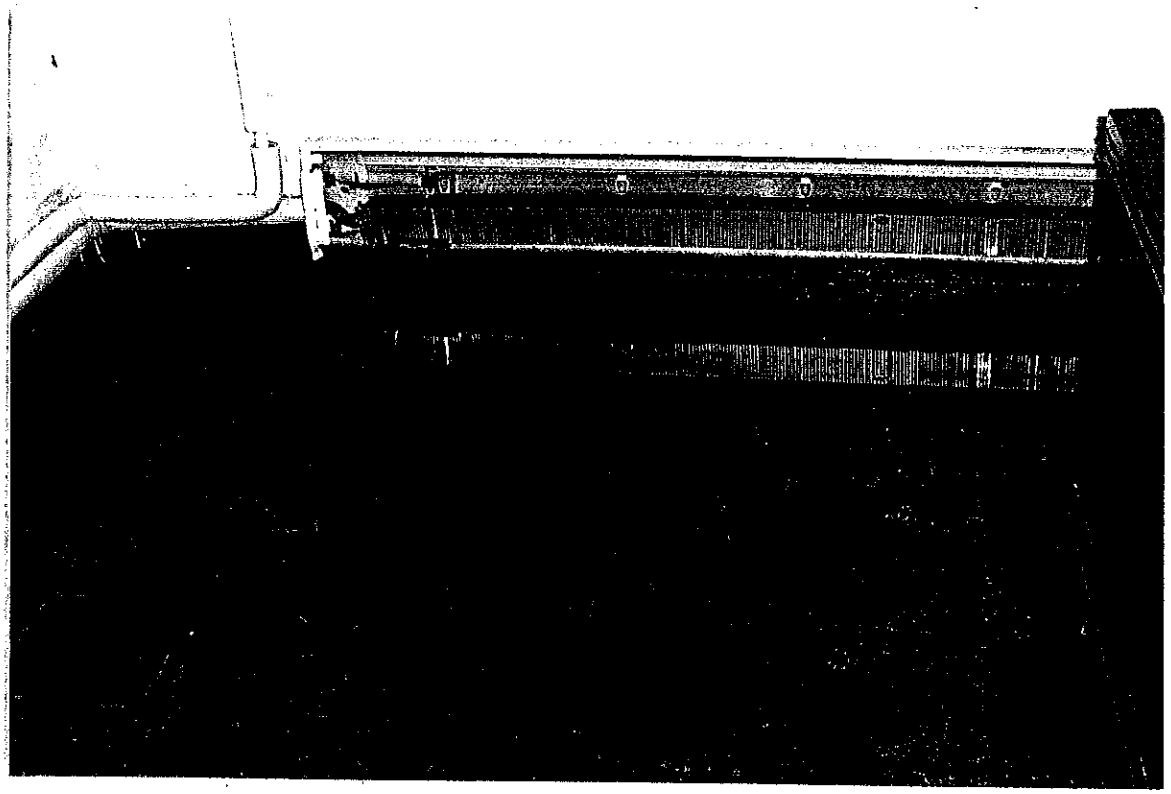
Phone #	E-mail	Fax #
402-510-5825	zig68023@yahoo.com	402-468-4355

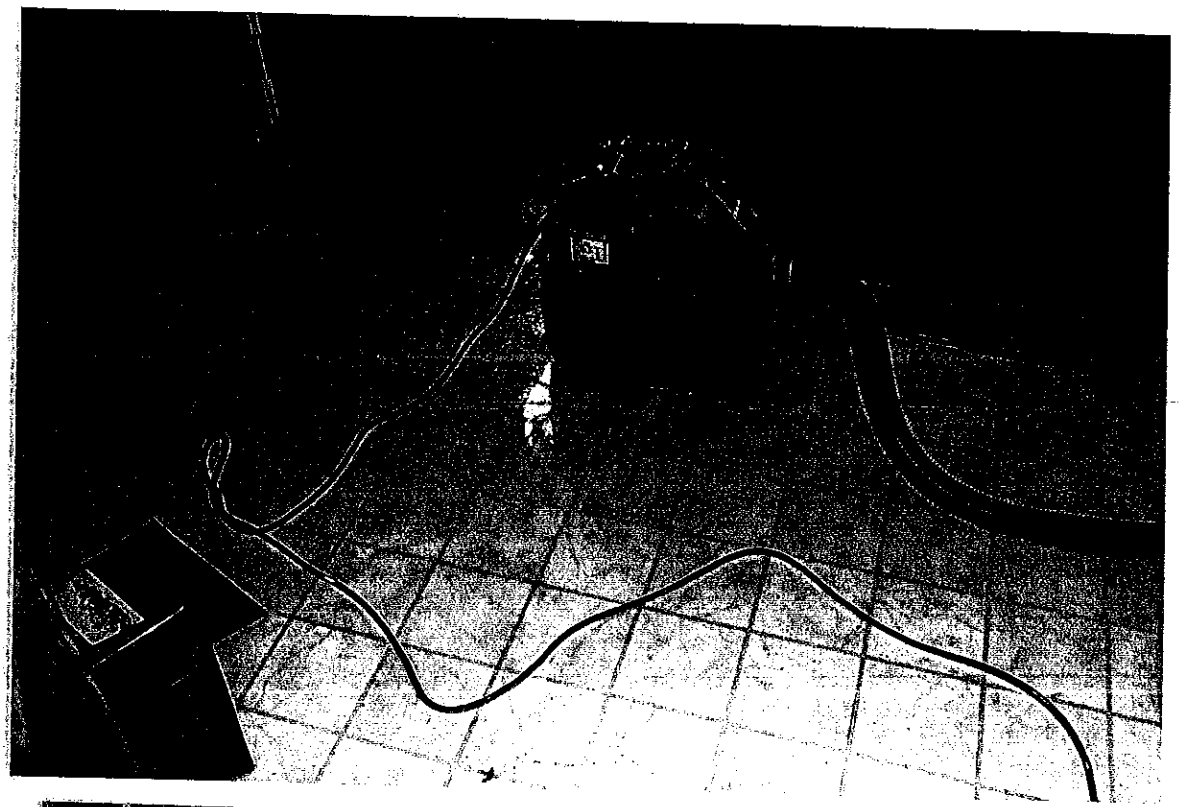
Subtotal	$1,100.00
Sales Tax (0.0%)	$0.00
Total	$1,100.00

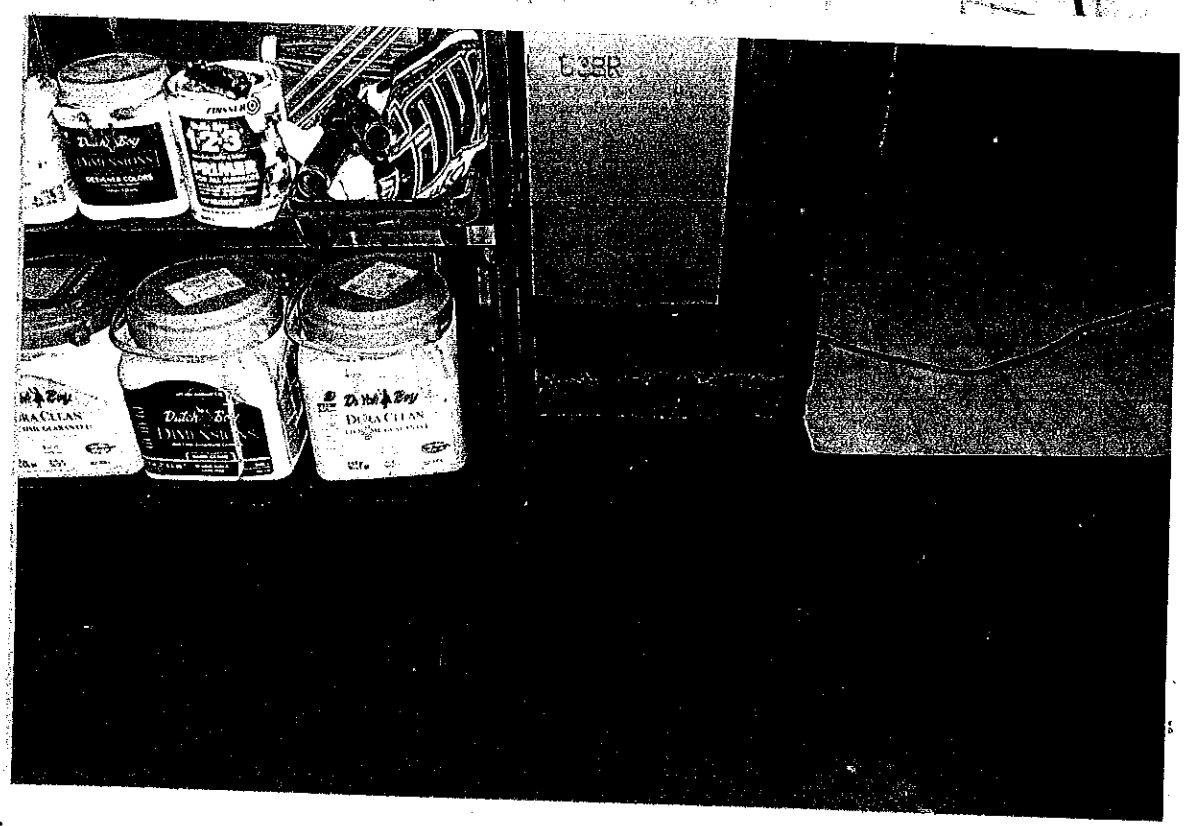











DURA CLEAN

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM; Paul A. Payne, City Attorney

DATE: August, 2016

SUBJECT: Acknowledge the receipt of tort claim filed by Donna Cass

---

RECOMMENDATION: A pprove acknowledgement of the Tort Claim filed by Donna Cass

---

BACKGROUND; The City of Fremont has received a Notice of Tort Claim on behalf of Donna Cass alleging certain claims in connection with an alleged flooding in the basement which occurred on or about June 18, 2016 at 1521 W. 10th Street Fremont, Nebraska.

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

[illegible]

[illegible] City Clerk's Office

City Clerk
City of Fremont
400 East Military Avenue
Fremont NE 68025-5141
(402) 727-2613

Please complete the following:

Claimant Name: Bethanna Cass Phone Number: [redacted]

Claimant Address: 1004 W. 15th St. Fremont, NE 68025

Date of Loss: 6-15-11

Location of Loss: 1004 W. 15th St. Fremont

Description of Loss (use a separate sheet of paper if necessary): Water damage to basement carpet loss. Insurance [illegible] to replace - approximately $400. Dry [illegible] shows saturated 1 3/4" [illegible] approximately [illegible] carpet [illegible]

Witness Name: _____ Witness Phone: _____

Attachments: _____ Photo(s): X Estimates: 4314 Medical Bill(s): _____

Other: _____ (Check all that apply)

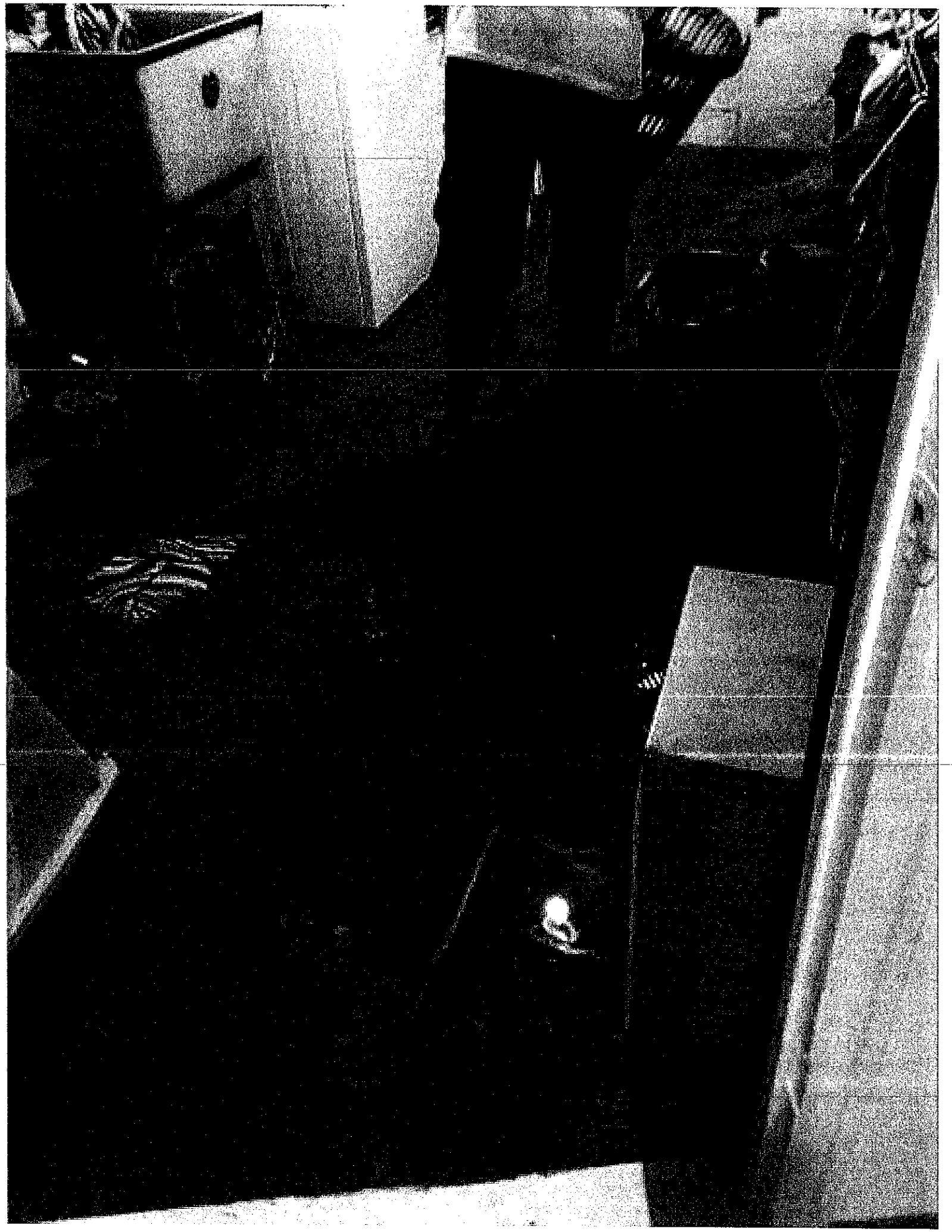
Donna S Cass 8-17-11

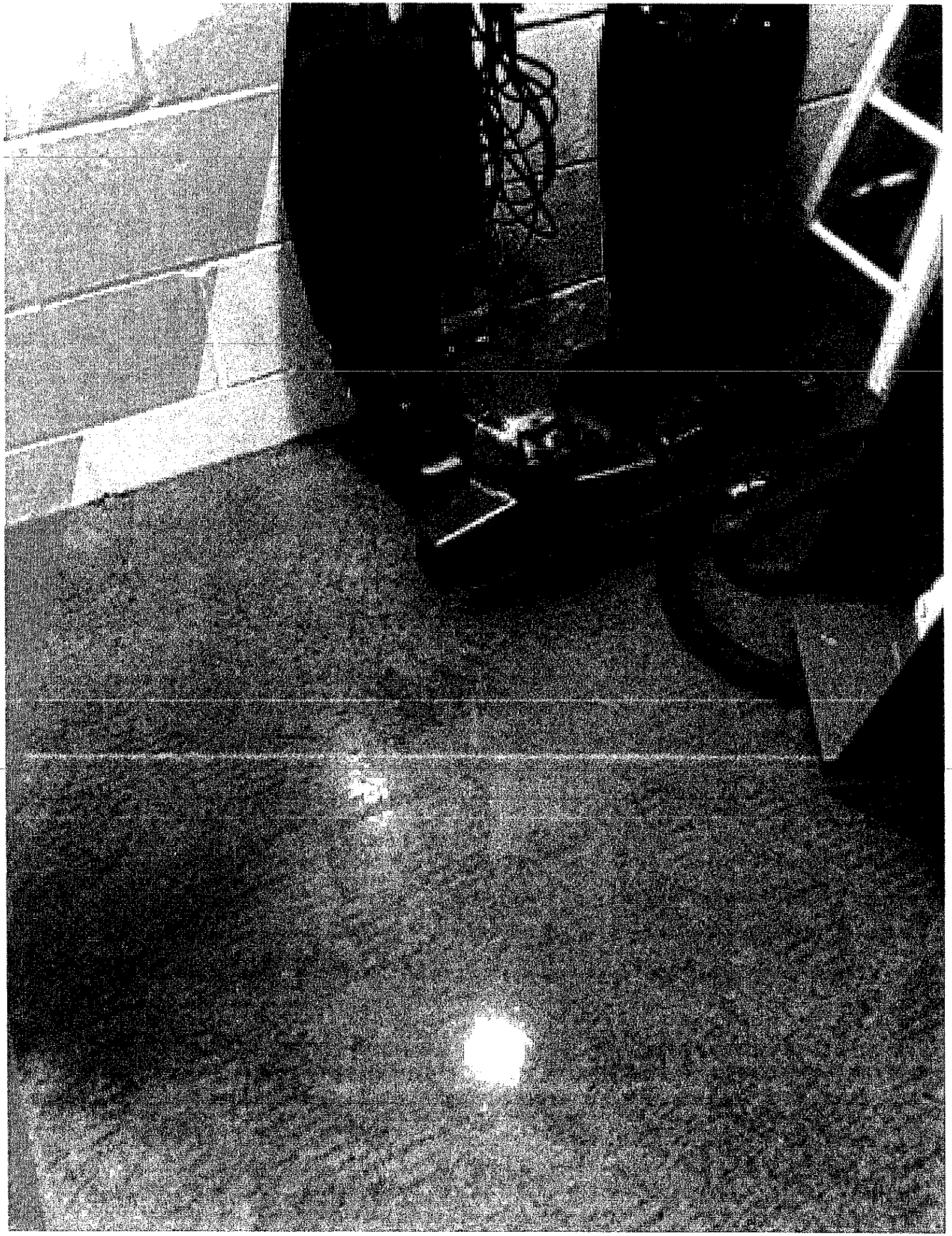
Signature of Claimant Date

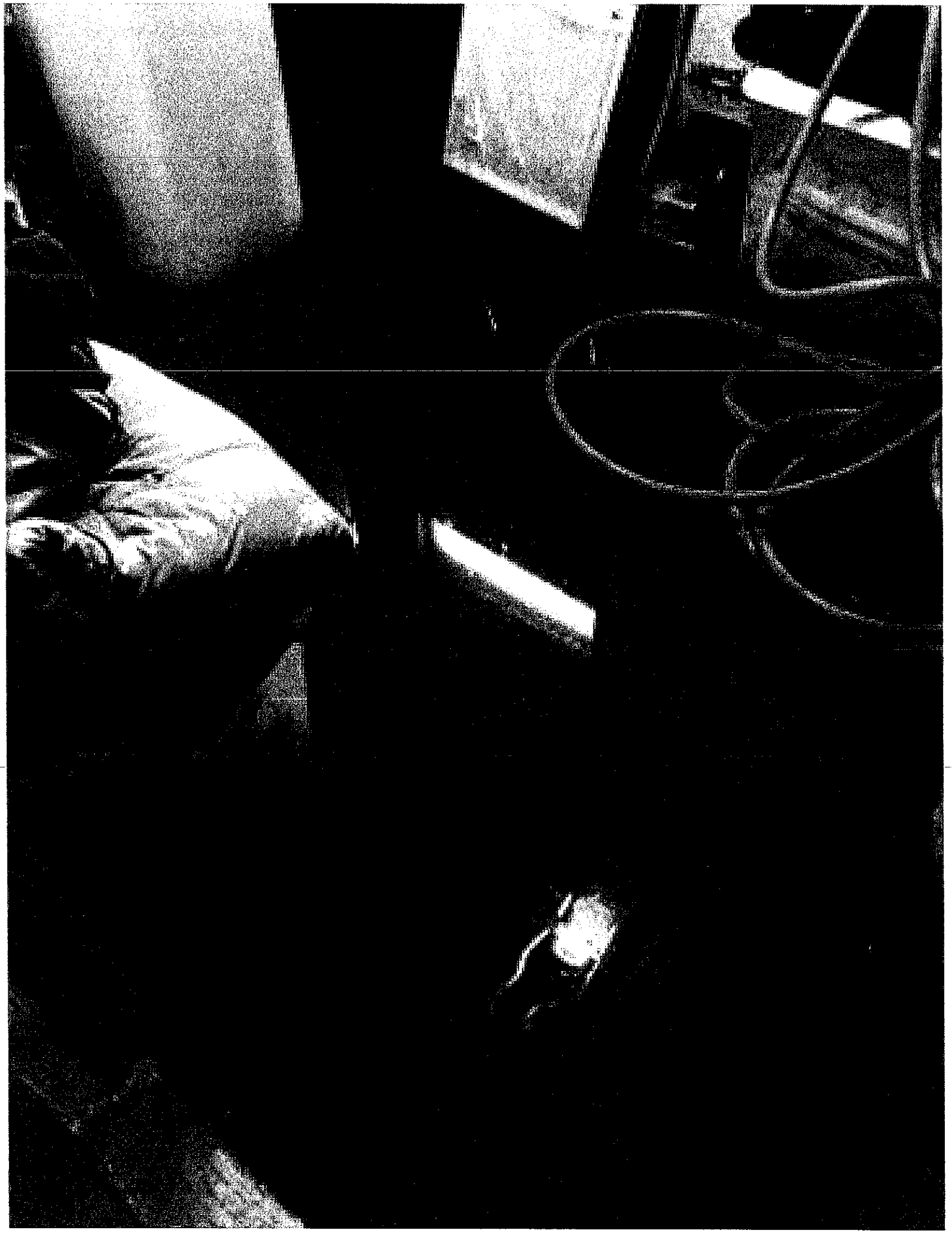
Donna S Cass

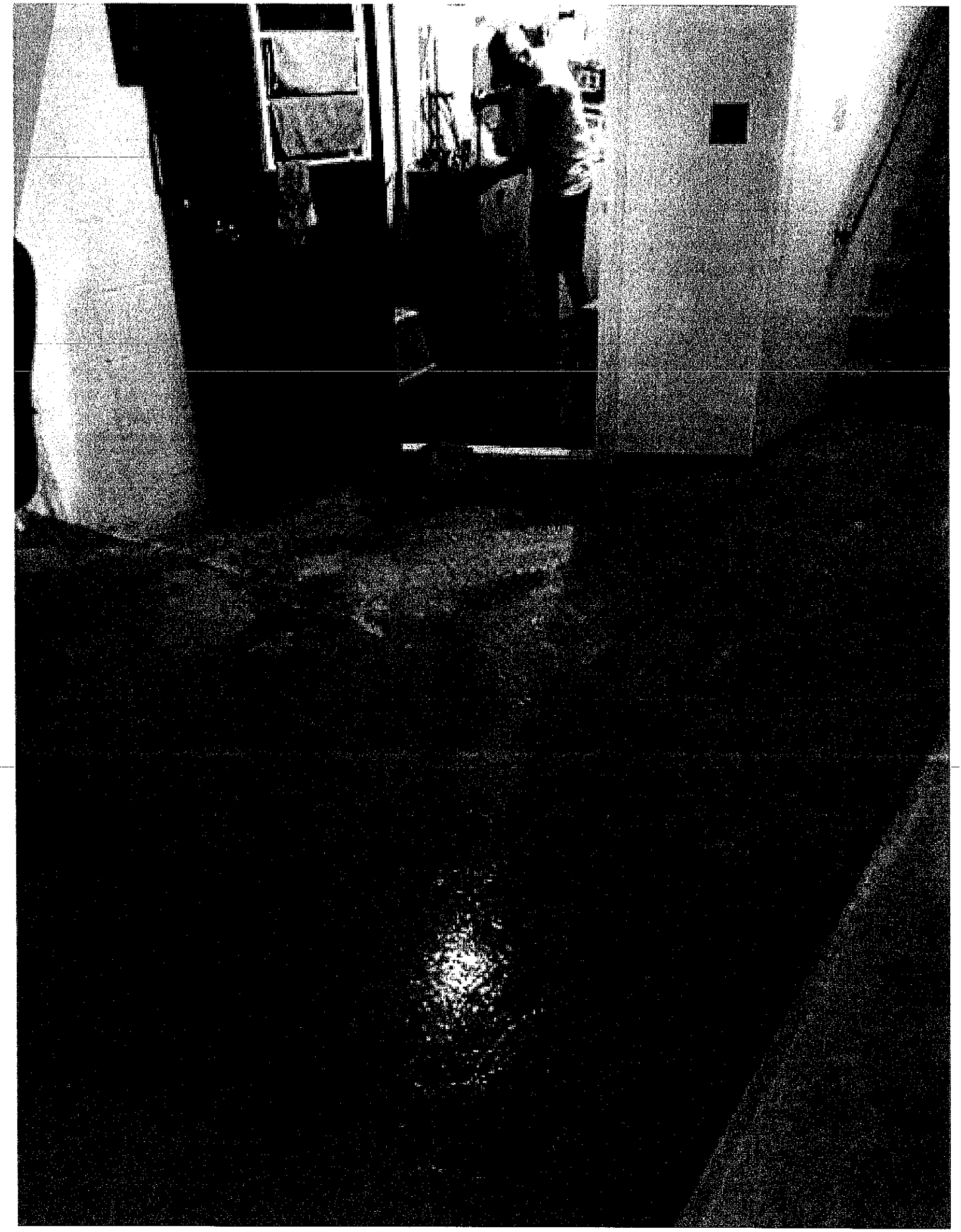
Printed Name of Claimant

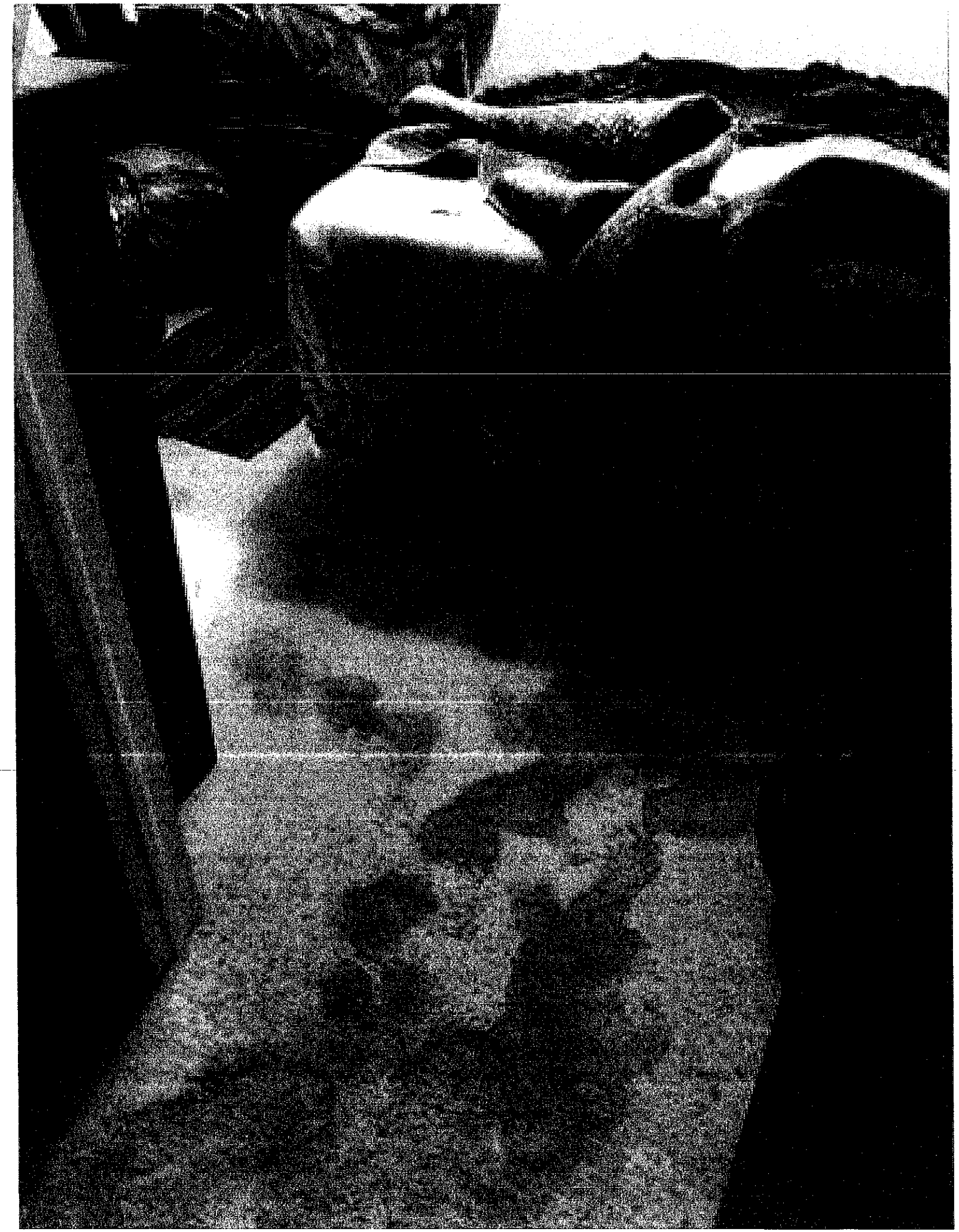
City Department involved: _____











STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM; Paul A. Payne, City Attorney

DATE: August, 2016

SUBJECT: Acknowledge the receipt of tort claim filed by Douglas Rohloff

---

RECOMMENDATION: A pprove acknowledgement of the Tort Claim filed by Douglas Rohloff

---

BACKGROUND; The City of Fremont has received a Notice of Tort Claim on behalf of Douglas Rohloff alleging certain claims in connection with an alleged flooding which occurred on or about June 18, 2016 at 1831 East 20th Street, Fremont, Nebraska.

Without getting into issues concerning the City's and other parties' liability, and whether the claim of Douglas Rohloff 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: Doug Rohloff Phone Number: [redacted]

Claimant Address: 1831 E 20th Fremont NE 68025

Date of Loss: 6/18/16

Location of Loss: 1831 E 20th Fremont NE 68025

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

Carpet and Pad 1500 Dry wall $150
Freezer $400 wood work Doors - Trim $500
Meat In Freezer 250 Paint $100
pump case sump pump $129. Misc. nails, Dry wall mud $100.
Shop Vac wet + Dry $90 Labor $500
Furniture 4500

Witness Name: MATT Rohloff Witness Phone: [redacted]

Attachments: _____ Photo(s): X Estimates: 5219 Medical Bill(s): -0-

Other: _____ (Check all that apply)

Douglas Rohloff
Signature of Claimant

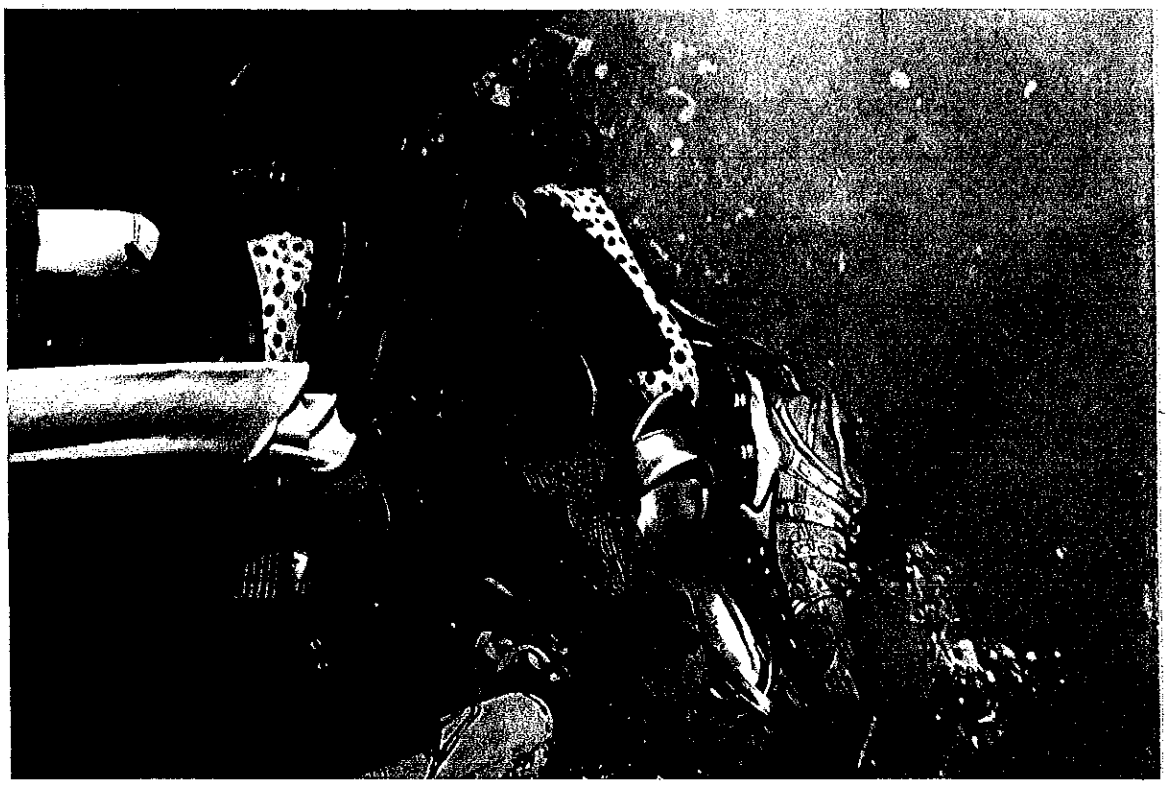
8/11/16
Date

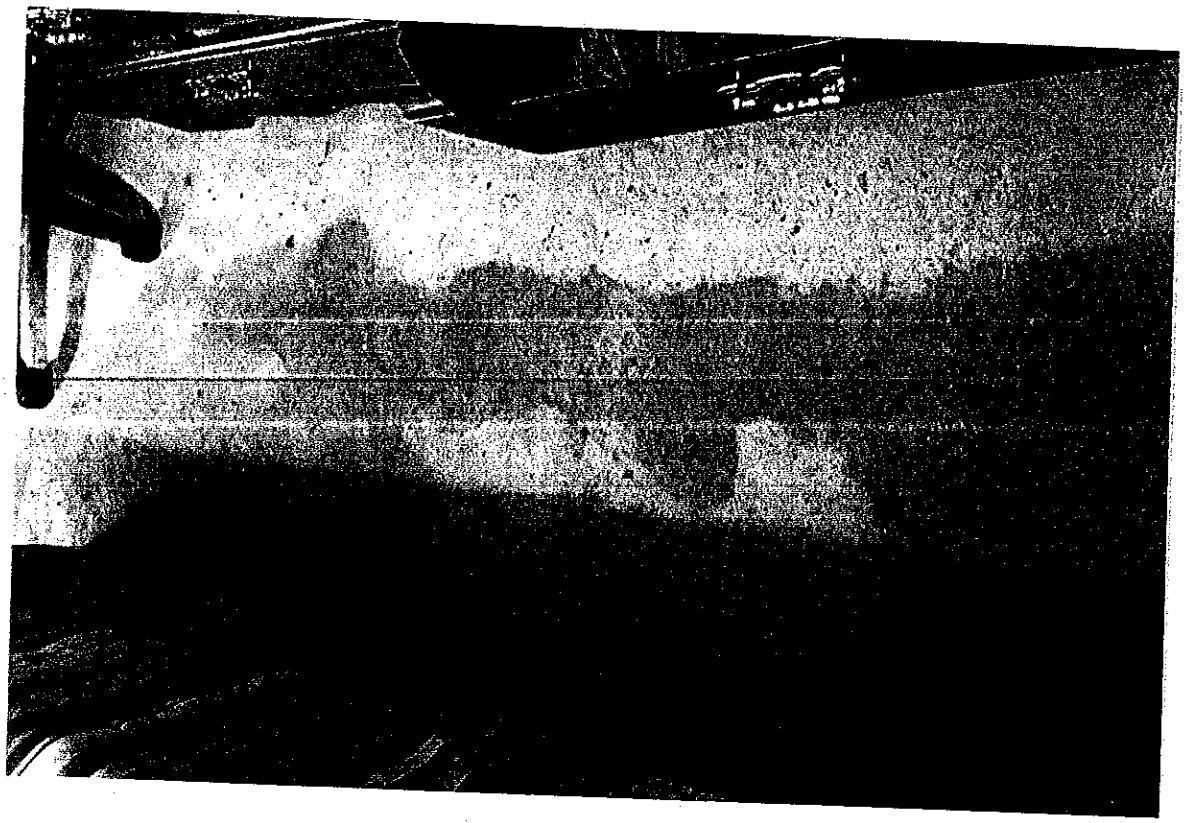
Douglas Rohloff
Printed Name of Claimant

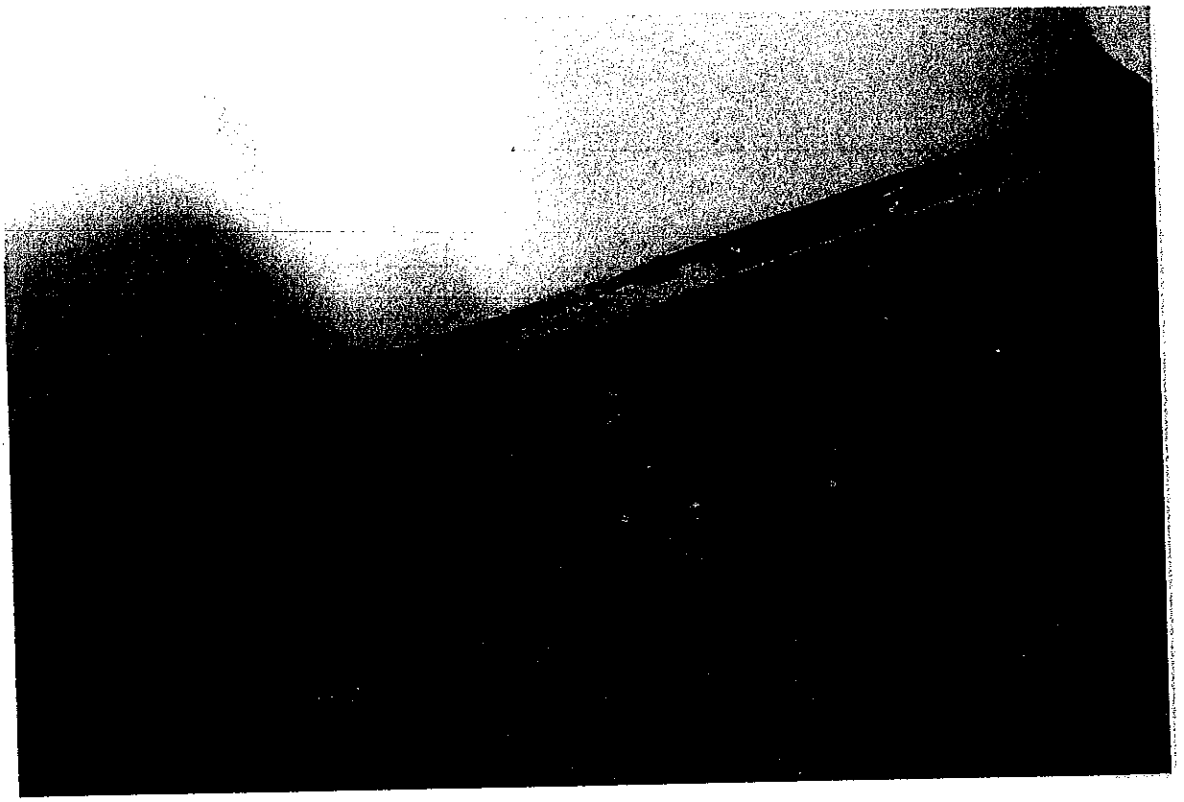
City Department Involved: _____

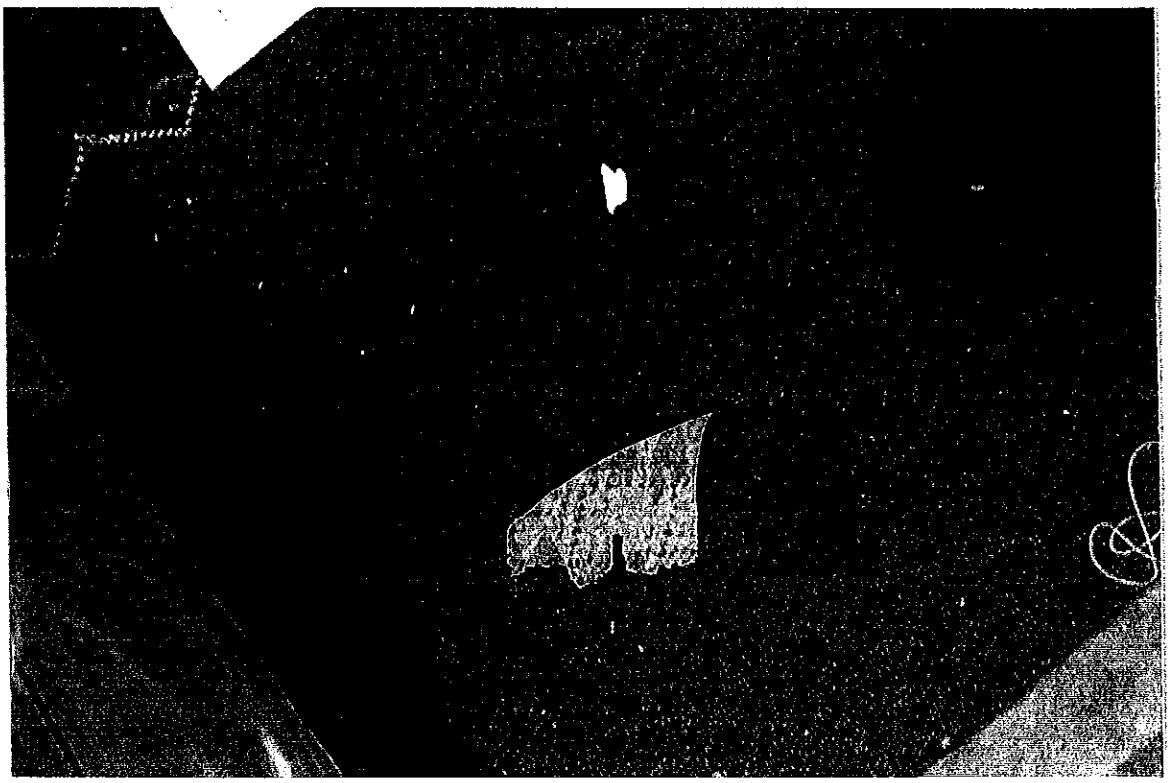
RECEIVED
AUG 1 X 2016
BY SCANNED
AUG 1 1 2016

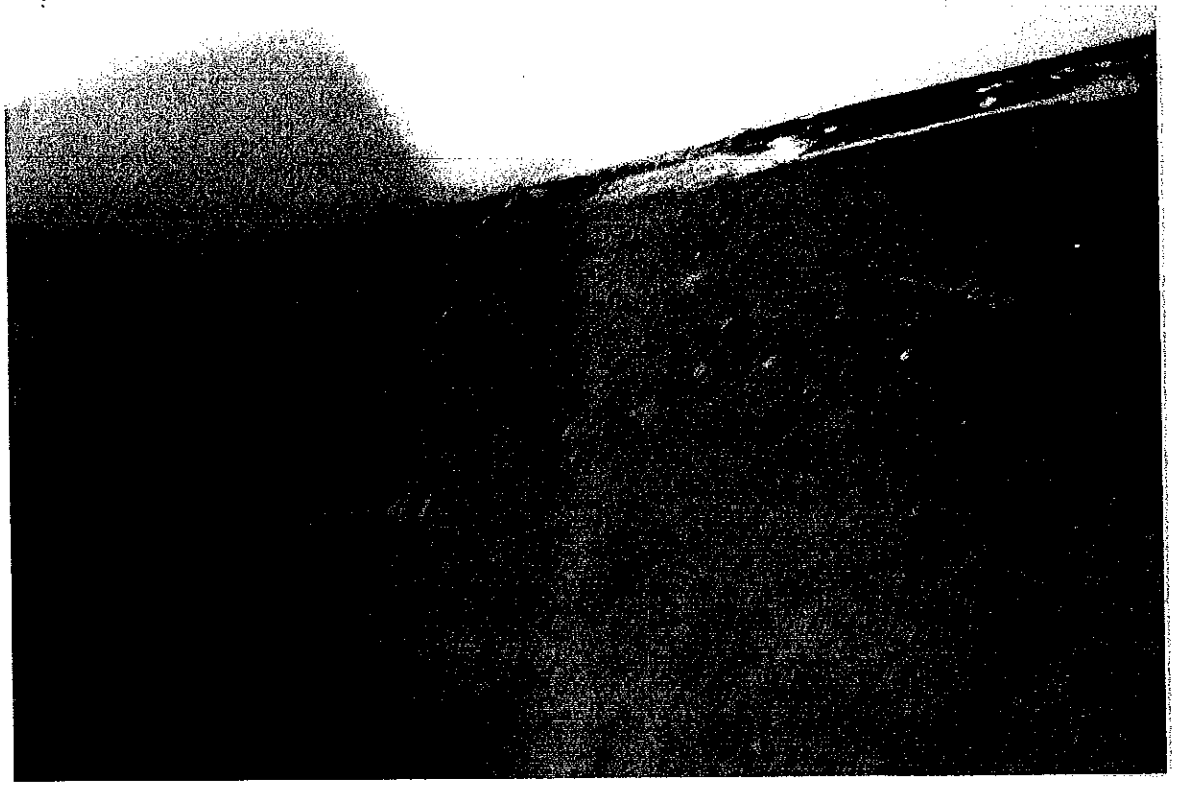
4.719

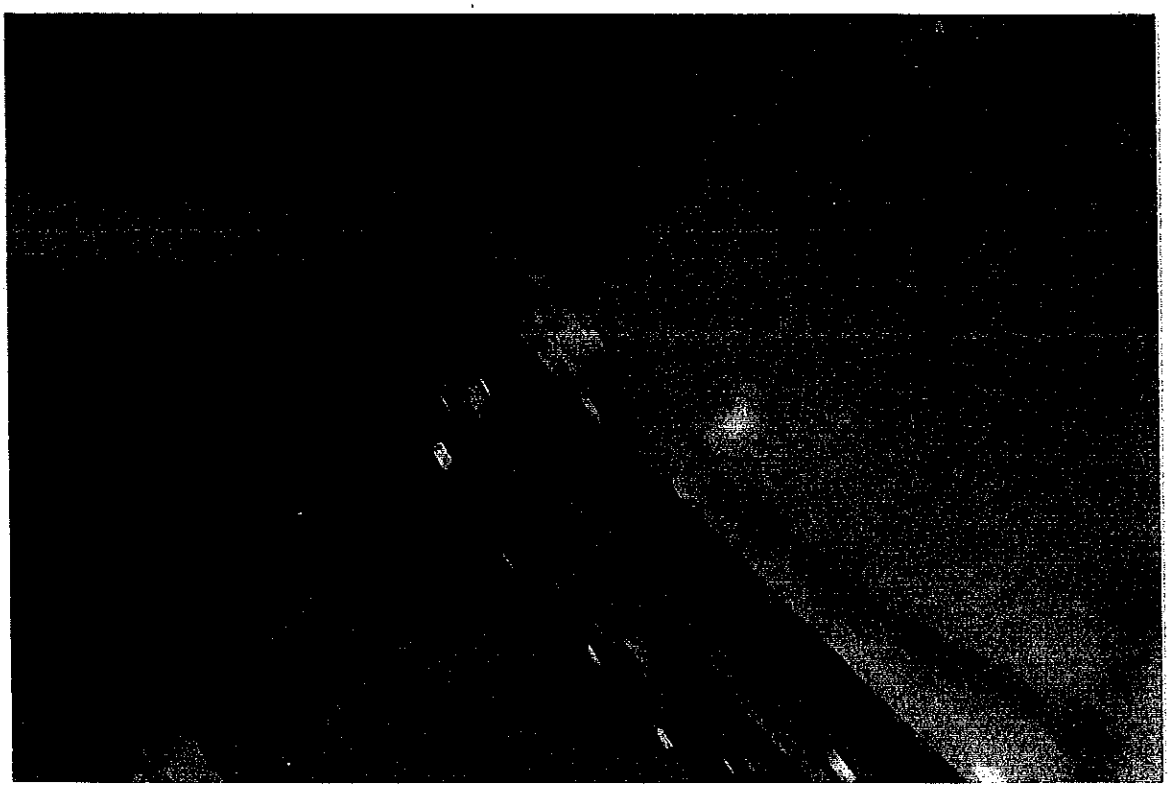


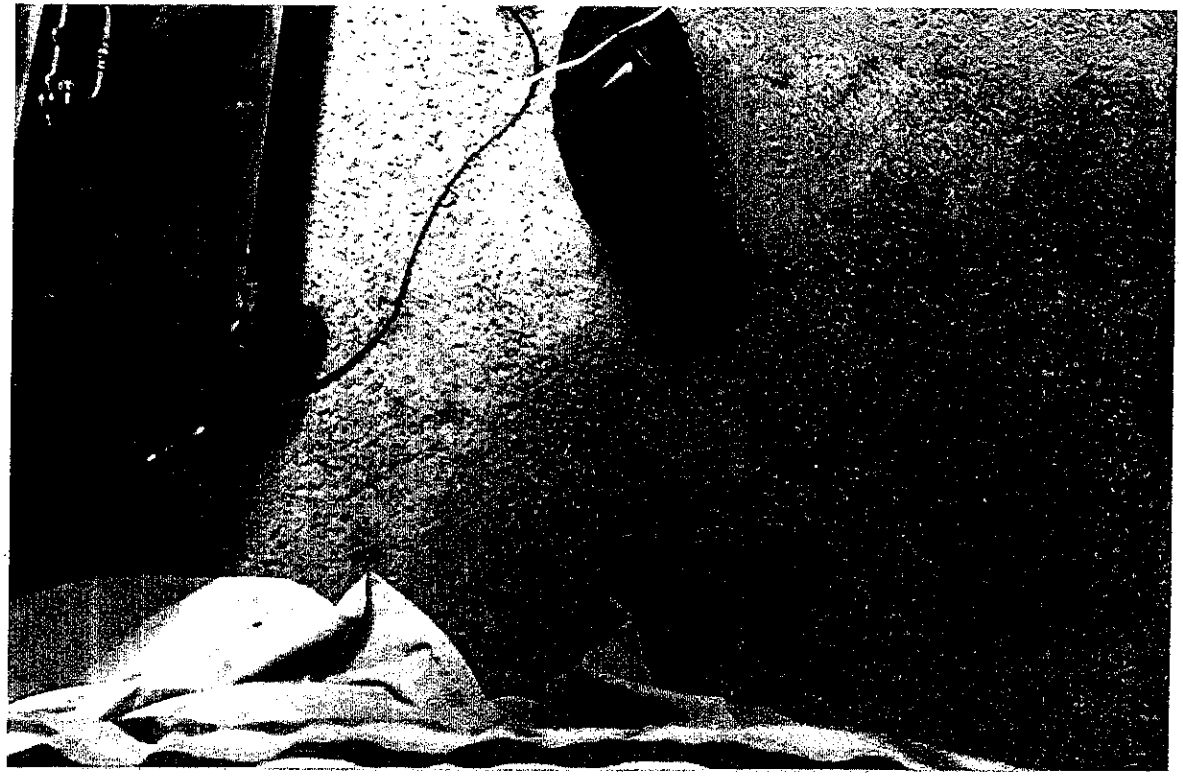












STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM; Paul A. Payne, City Attorney

DATE: August, 2016

SUBJECT: Acknowledge the receipt of tort claim filed by Heidi Neuhaus

---

RECOMMENDATION: A pprove acknowledgement of the Tort Claim filed by Heidi Neuhaus

---

BACKGROUND; The City of Fremont has received a Notice of Tort Claim by Heidi Neuhaus alleging certain claims in connection with an alleged flooding in the basement which occurred on or about June 18, 2016 at 2049 E 7th Street, Fremont, Nebraska.

Without getting into issues concerning the City's and other parties' liability, and whether the claim of Heidi Neuhaus 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: Heidi Neuhaus Phone Number: [redacted]

Claimant Address: 2049 E 7th St Fremont NE 68025

Date of Loss: 6/18/16

Location of Loss: Basement of 2049 E 7th St Fremont

Description of Loss (use another sheet of paper if necessary):
Sewer backup result of city's system not able to handle storm. Causing water damage to entire basement.

Witness Name: Janie Baugh Witness Phone: [redacted]

Attachments: yes Photo(s): 16/3 pgs Estimates: 1 pg Medical Bill(s): N/A

Other: receipt/1 pg (Check all that apply)

Heidi Neuhaus
Signature of Claimant

8/16/16
Date

Heidi Neuhaus
Printed Name of Claimant

City Department Involved: _____

MENARDS - FREMONT
3600 East 24th Street
Fremont, NE 68025

KEEP YOUR RECEIPT
RETURN POLICY VARIES BY PRODUCT TYPE

Unless noted below allowable returns for items on this receipt will be in the form of an in store credit voucher if the return is done after 11/05/16

If you have questions regarding the charges on your receipt, please email us at:
FRMIfrontend@menards.com

Sale Transaction

FEN PAINT EX SAT WHT/A		
550/087	6 @25.98	155.88
TOTAL		155.88
TAX FREMONT NE 7%		10.91
TOTAL SALE		166.79
CERTIFICATE BARCODED		80.35
******2652		
Remaining Balance: $0.00		
Gift Card 4634		86.44
195328 B		
******4634		
Remaining Balance: $13.56		

TOTAL NUMBER OF ITEMS = 6

NOW HIRING!!

THANK YOU, YOUR CASHIER, GAGE

78544 07 1092 08/07/16 06:52PM 3267

213607

Statement

DATE 8-10-16 TERMS

TO Heide Menkous
2079 E. 7th

IN ACCOUNT WITH

Paint basement walls + floor as per bid
Total 400 00

Thanks
I enjoyed the cool basement today. I gave the back half a second coat this afternoon so should be done. Thanks
Joyce

CURRENT	OVER 30 DAYS	OVER 60 DAYS	TOTAL AMOUNT

adams DC5812 01-11

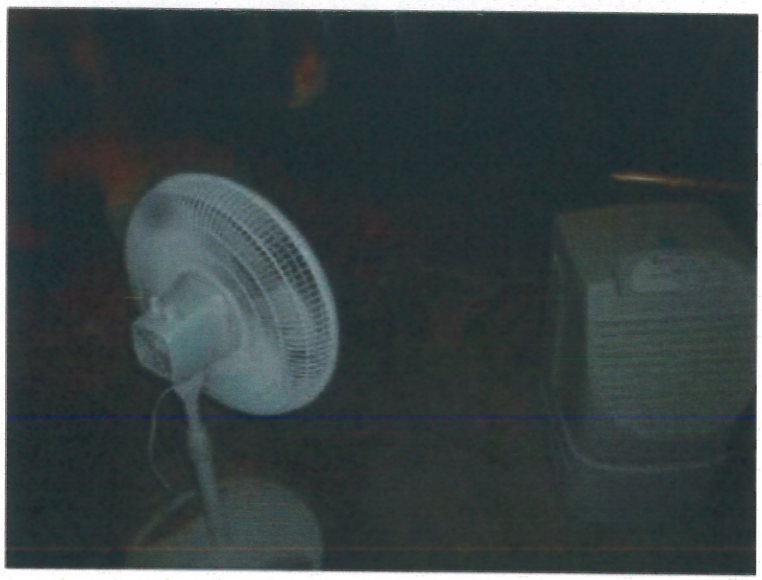
Estimate of work done by myself or still to be completed:

- Labor for moving furniture and contents from basement - $500
- Tear out and disposal of carpet, padding, and vinyl flooring - $500
- Cleaning and disinfecting all of floors - $300
- Replace carpet, padding, and vinyl flooring - $2000
- Loss of personal property (Ethan Allen loveseat) - $500

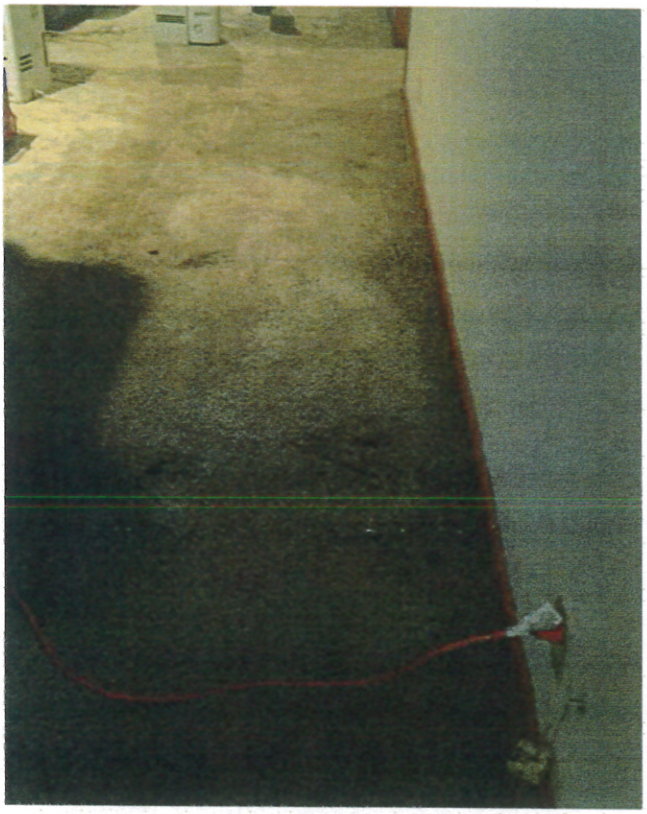
Heidi Neuhaus
8/16/16

Heidi Neuhaus

Heidi Neuhaus



Heidi Neuhaus



ZC-9151

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM; Paul A. Payne, City Attorney

DATE: August, 2016

SUBJECT: Acknowledge the receipt of tort claim filed by James Feldhaus

---

RECOMMENDATION: A pprove acknowledgement of the Tort Claim filed by James Feldhaus

---

BACKGROUND; The City of Fremont has received a Notice of Tort Claim on behalf of James Feldhaus alleging certain claims in connection with an alleged flooding in the basement which occurred on or about June 18, 2016 at 2012 Gaeth Fremont, Nebraska.

Without getting into issues concerning the City's and other parties' liability, and whether the claim of James Feldhaus 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: James Feldhaus Phone Number: [redacted]

Claimant Address: 2007 E. 20th St Fremont NE

Date of Loss: _____

Location of Loss: 2007 E. 20th St Fremont NE

Description of Loss (use another sheet of paper if necessary):
Basement Carpet and pad 716.00

Witness Name: Betty Feldhaus Witness Phone: _____

Attachments: 1 Photo(s): — Estimates: _____ Medical Bill(s): _____

Other: _____ (Check all that apply)

James Feldhaus
Signature of Claimant

8/15/16
Date

James Feldhaus
Printed Name of Claimant

RECEIVED
AUG 17 2016
BY: _____

City Department Involved: _____

SCANNED
AUG 17 2016

Statement

DATE Aug 5, 2016

TERMS

TO Jim + Betty Feldhaus
2007 E 20TH

IN ACCOUNT WITH DON NELSEN
2006 Hazel

12 x 48 = 64 sq yds					408	00
take out					128	00
pool					180	00
		TOTAL			$716	00/100

CURRENT	OVER 30 DAYS	OVER 60 DAYS	TOTAL AMOUNT

adams DC5812 01-11

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM; Paul A. Payne, City Attorney

DATE: August, 2016

SUBJECT: Acknowledge the receipt of tort claim filed by Janie Baugh

---

RECOMMENDATION: A pprove acknowledgement of the Tort Claim filed by Janie Baugh

---

BACKGROUND; The City of Fremont has received a Notice of Tort Claim on behalf of Dean and Janie Baugh alleging certain claims in connection with an alleged flooding which occurred on or about June 18, 2016 at 2114 Gaeth Avenue, Fremont, Nebraska.

Without getting into issues concerning the City's and other parties' liability, and whether the claim of Janie and Dean Baugh 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: Dean & Janie Baugh Phone Number: [redacted]

Claimant Address: 2114 Garth Ave

Date of Loss: June 18, 2016

Location of Loss: Basement / Beauty Shop - TV Room

Description of Loss (use another sheet of paper if necessary):
We had water up to mop boards. This is our business. Had to take off wallpaper because of moisture - Re paint. Take up carpet - Buy carpet and install new carpet. Buy Clint Walraven

Witness Name: Heidi Neuhaus Witness Phone: [redacted]

Attachments: _____ Photo(s): 4 Estimates: 3 Medical Bill(s): -

Other: Shrubs Vaul $ 100.00 (Check all that apply) and Carpet laid is 4 - Stairs/Hall/TV Room

Janie Baugh
Signature of Claimant

8/15/2016
Date

JANIE Baugh
Printed Name of Claimant

Carpet being laid is $525.00 Clint Walraven [redacted]

City Department Involved: _____

RECEIVED
AUG 16 2016

SCANNED
AUG 16 2016

BY: _____

June 18, 2016

We did all of the
Carpet & pad removal —
personal property loss
sleeper Couch

Beautyshop - loss -
black mat
table -

Total loss
$1,000.00
plus all other bills
submitted sent pictures

Dean Bauch
[redacted]

Frances Burgh
2114 Hatch
Fremont, NE 68025
Phone (402) 721
Called

Wallpaper removal 3

Check upon
te Ck #8391 for 1200

ST DUE Accounts subject to 1 1/2% Finance Charge

KELLYS CARPET
4600 S 90TH ST
OMAHA, NE 68127

08/03/2016 16:52:35

CREDIT CARD

VISA SALE

Card #	XXXXXXXXXXXX6572
SEQ #:	10
Batch #:	249
INVOICE	10
Approval Code:	915931
Entry Method:	Swiped
Mode:	Online
SALE AMOUNT	$37.45

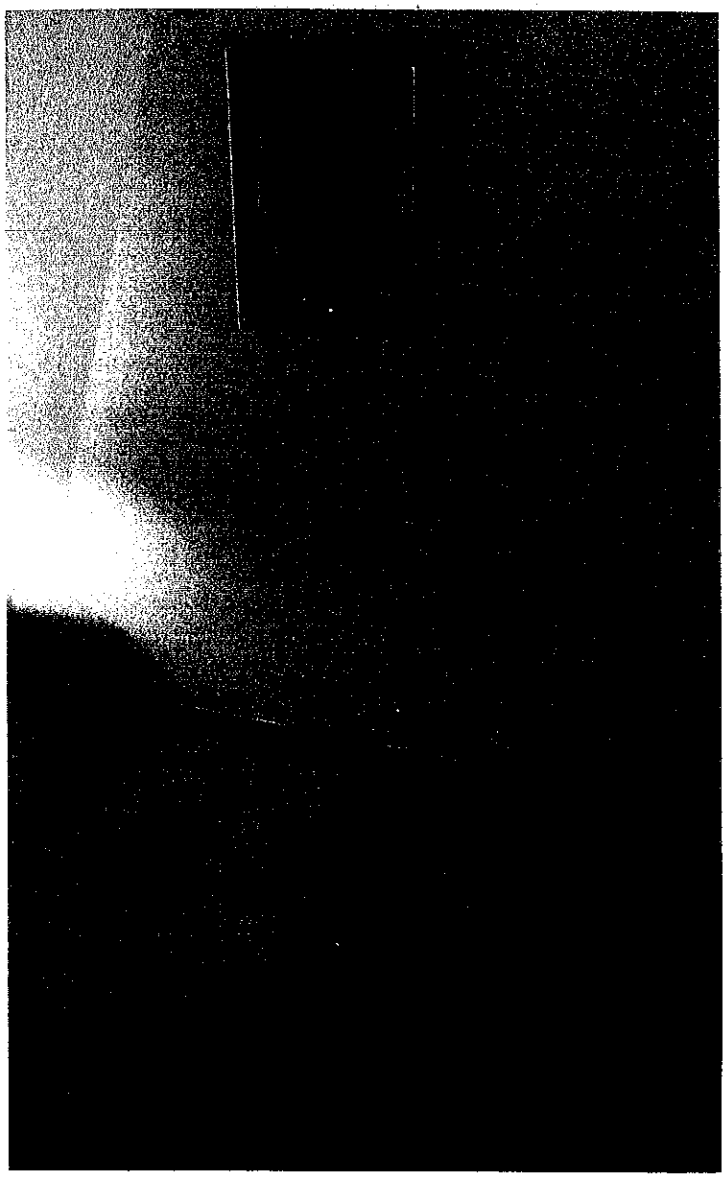
77123

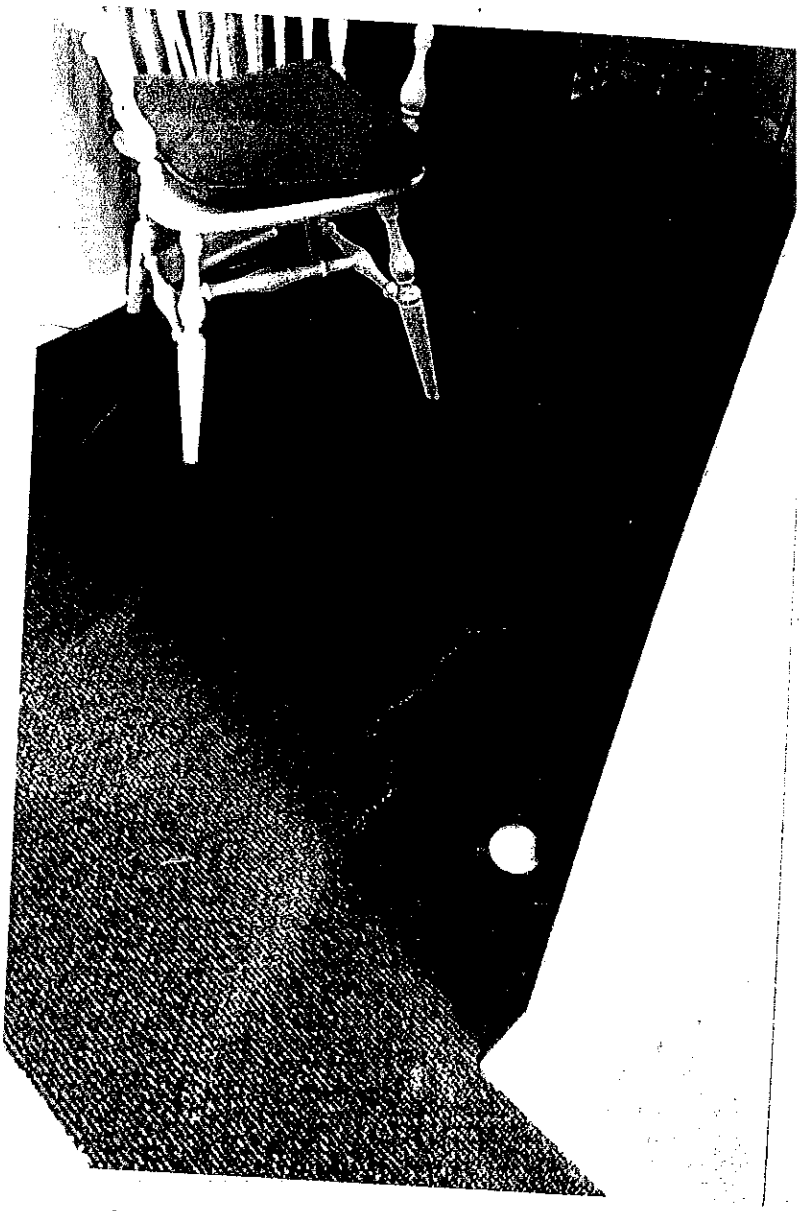
CUSTOMER COPY

12:01:34

XXXXXXXX6572
6
246
7
828/23
Swiped
Online

Paint Ceiling
Paint Door
Paint Cabinets
$ 75.00
$ 75.00
$ 150.00





STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM; Paul A. Payne, City Attorney

DATE: August, 2016

SUBJECT: Acknowledge the receipt of tort claim filed by Jeff Bittinger

---

RECOMMENDATION: A pprove acknowledgement of the Tort Claim filed by Jeff Bittinger

---

BACKGROUND; The City of Fremont has received a Notice of Tort Claim by Jeff Bittinger alleging certain claims in connection with an alleged flooding in the basement which occurred on or about June 18, 2016 at 6560 Western Drive, Fremont, Nebraska.

Without getting into issues concerning the City's and other parties' liability, and whether the claim of Jeff Bittinger 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: Jeff Bittinger Phone Number: [redacted]

Claimant Address: 4540 Western Dr

Date of Loss: 6-18-16

Location of Loss: Basement

Description of Loss (use another sheet of paper if necessary):
Water in Basement Due to the city Drains not working & Back-up of Sewage & waste. Had to cut out 2' of Drywall & tear out Flooring in the entire Basement. Had to rent Hundred-vac 2 days & Suck water out. Installed New Drywall, Flooring & sprayed for Mold & installed 4 New Doors

Witness Name: Kelly Neathaus Witness Phone: [redacted]

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

Other: _____ (Check all that apply)

Signature of Claimant

8-16-16
Date

Jeff Bittinger
Printed Name of Claimant

City Department Involved: _____

393244

CUSTOMER'S ORDER NO.	DEPARTMENT	DATE 8/15/16

NAME: Jeff Bittinger

ADDRESS: 4540 Western Dr.

CITY, STATE, ZIP: Fremont Ne 68025

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT

	QUANTITY	DESCRIPTION	PRICE	AMOUNT
1		Hang, mud + tape		
2		12 sheets drywall		$1800.00
3				
4		Install 4 Doors		$800.00
5				
6		Install 80 yds Carpet		$400.00
7				
8		Install 200' Base		$500.00
9				
10		Carpet + pad 80 yds		$1720.00
11				
12		Total		$5220.00
13				
14				
15		Nick's Floors + More		
16		2008 N. Main St.		
17		Fremont Ne 68025		
18		(402) 719-0307		

RECEIVED BY

A-5805
T-46320/46360

KEEP THIS SLIP FOR REFERENCE

01-11

GABE MACKEY'S
FULL THROTTLE
Cleaning & Restoration
440 N. H St., • Fremont, NE 68025
402-720-6525
gabe1645@hotmail.com

DATE 6/18/16 | REQ. NO.
SHIP TO

TO: Jeff Bittenger
4540 Western Dr.
Fremont Ne 68025

1. Please send _____ copies of your invoice.
2. Order is to be entered in accordance with prices, delivery and specifications shown below.
3. Notify us immediately if you are unable to ship as specified.

DATE REQUIRED	SHIP VIA	F.O.B.	TERMS

QTY. ORDERED	QTY. RECEIVED	DESCRIPTION	PRICE	AMOUNT	
		Wtr Loss Service		119	—
		Extraction of Wtr		288	—
		Remove Cpt 3' Pad 3' bag for disposal		475	20
PP in Full		Application of Antimicrobial		144	—
		Equipment Set up & take down		120	—
		10 air movers 3 day rental		1078	50
		2 XL Dehumidifiers 3 day rental		607	50
		Remove base board 3' bag for disposal		54	—
		Remove Drywall 3' bag for Disposal		200	—
		Disposal of Debris		100	—
		Subtotal		3186	20
Satisfaction Cert.			tax	82	51
			total	3268	71

TAX NUMBER
PHONE ORDER TAKEN BY

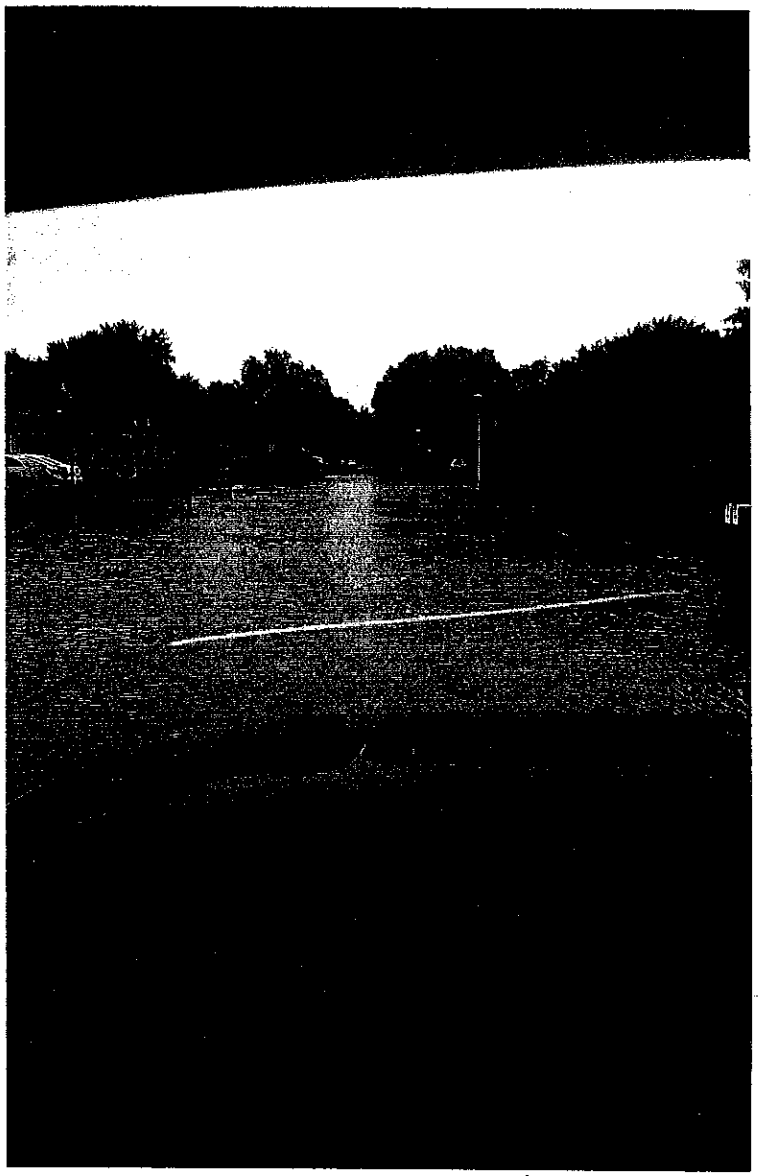
PURCHASE ORDER

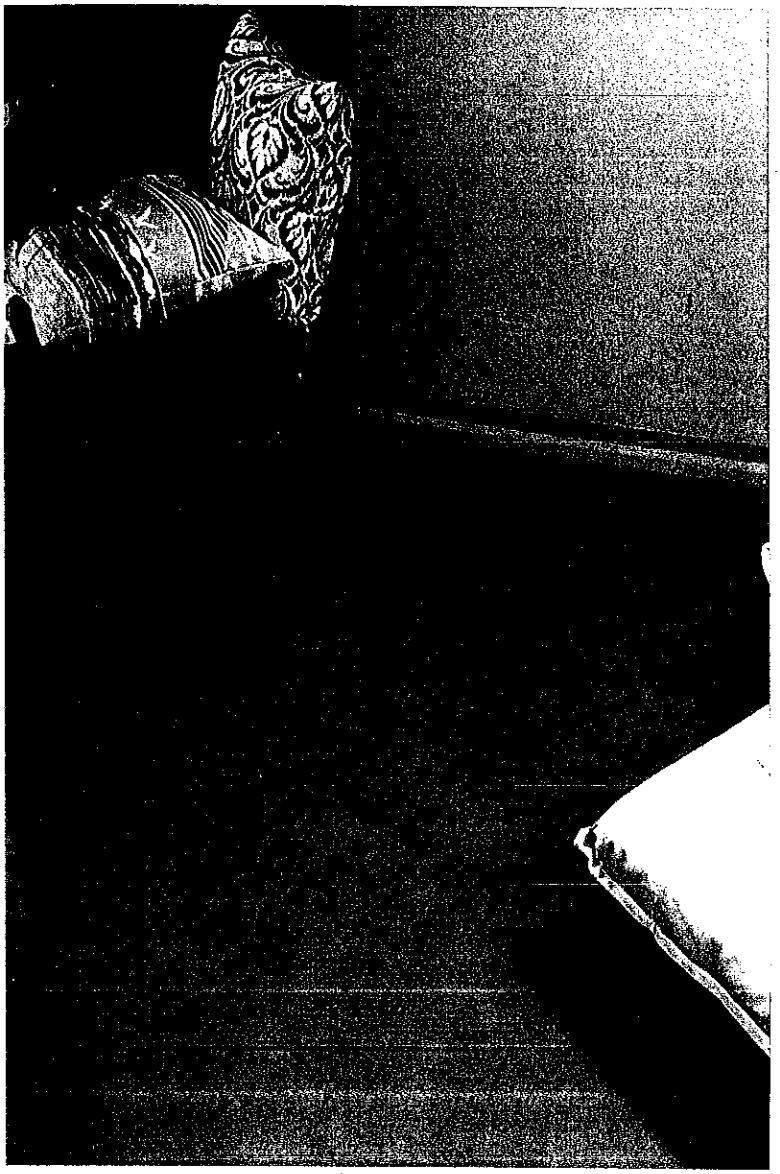
2951

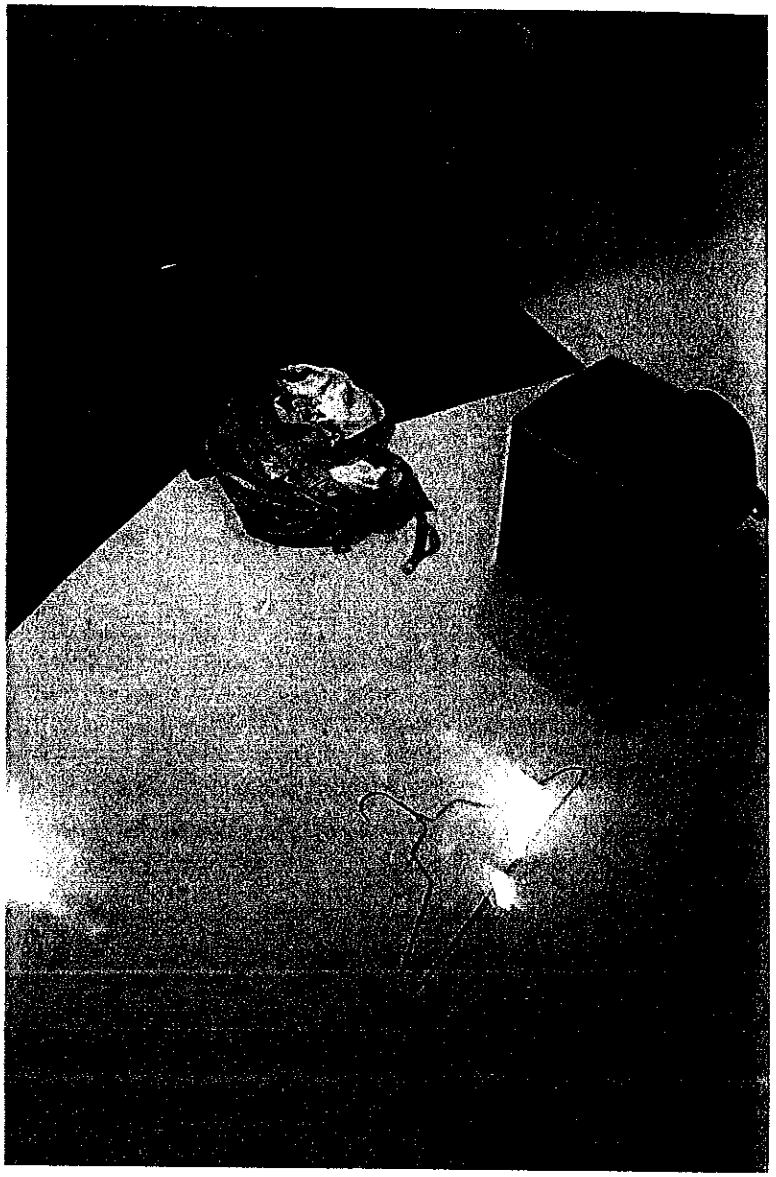
Show this Purchase Order Number on all correspondence, invoices, shipping papers and packages.

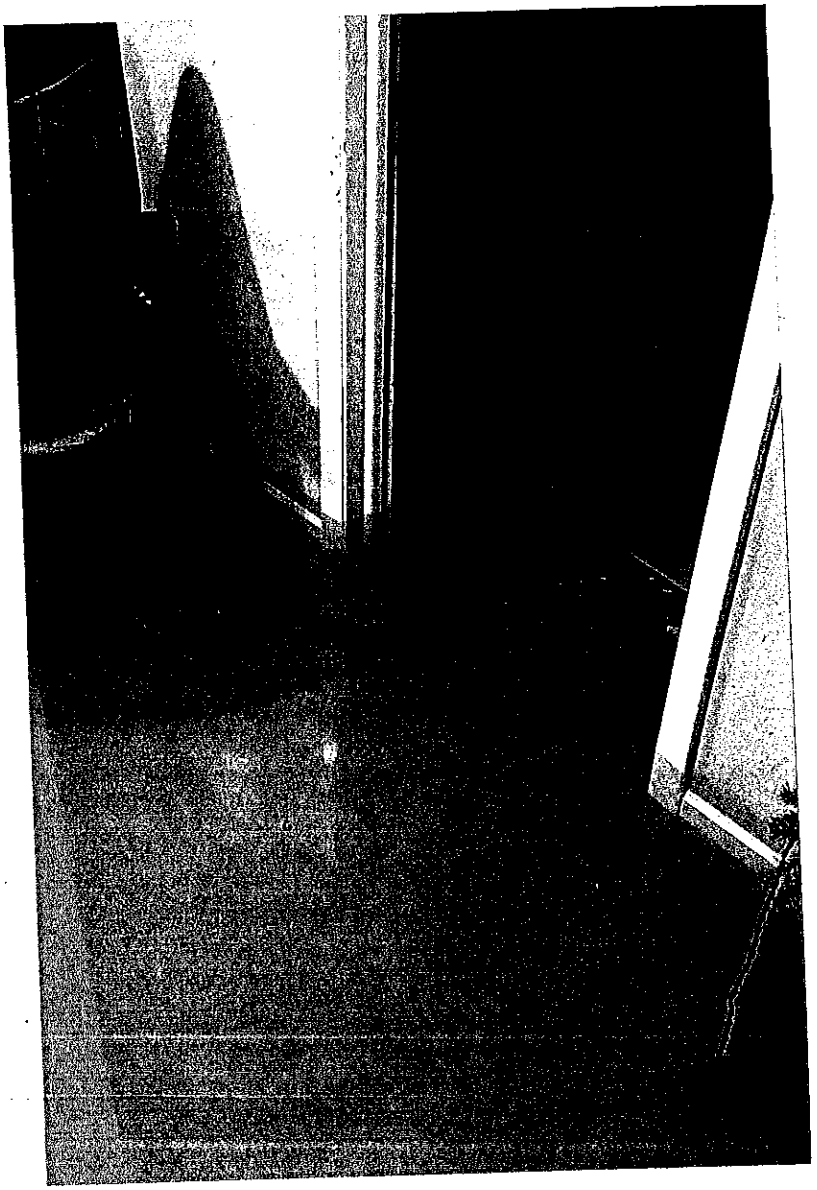
ORDERED BY _____

AUTHORIZED BY _____









STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM; Paul A. Payne, City Attorney

DATE: August, 2016

SUBJECT: Acknowledge the receipt of tort claim filed by Joan Marquis

---

RECOMMENDATION: A pprove acknowledgement of the Tort Claim filed by Joan Marquis

---

BACKGROUND; The City of Fremont has received a Notice of Tort Claim filed by Joan Marquis on behalf of Joan Marquis and Rick Orona alleging certain claims in connection with an alleged flooding which occurred on or about June 18, 2016 at 2012 Gaeth, Fremont, Nebraska.

Without getting into issues concerning the City's and other parties' liability, and whether the claim of Joan Marquis and Rick Orona 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: Joan Marquis / Rick Orona Phone Number: [redacted]

Claimant Address: 2012 Gaeth, Fremont Ne 68025

Date of Loss: 6/18/14

Location of Loss: 2012 Gaeth

Description of Loss (use another sheet of paper if necessary):
basement flooded (3-4 inches of water after heavy rain) Servicemaster $3300, T.O construction $1200, Nye Snyder - $800 Carpet + pad $2000, painting - $275 - this is only an estimate and may change after work computed.

Witness Name: [signature] Witness Phone: [redacted]

Attachments: _____ Photo(s): _____ Estimates: $7575.00 Medical Bill(s): X

Other: _____ (Check all that apply)

[signature] [signature] 8/16/16
Signature of Claimant Date

Joan Marquis Rick Orona
Printed Name of Claimant

City Department Involved: _____

RECEIVED
AUG 16 2016
BY:
SCANNED
AUG 16 2016

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM; Paul A. Payne, City Attorney

DATE: August, 2016

SUBJECT: Acknowledge the receipt of tort claim filed by Maxine Turner

---

RECOMMENDATION: A pprove acknowledgement of the Tort Claim filed by Maxine Turner

---

BACKGROUND; The City of Fremont has received a Notice of Tort Claim on behalf of Maxine Turner alleging certain claims in connection with an alleged flooding in the basement which occurred on or about June 18, 2016 at 2446 East 19th, Fremont, Nebraska.

Without getting into issues concerning the City's and other parties' liability, and whether the claim of Maxine Turner 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: Maxine Turner Phone Number: [redacted]

Claimant Address: 2446 E. 19 Fremont, NE 68025

Date of Loss: June 18, 2016

Location of Loss: 2446 E. 19 (10" of Sewer Water)

Description of Loss (use another sheet of paper if necessary):
Basement (Drywall in all rooms of finished basement) 1. Family Room; 2. Rec Room; 3. Rec Closet; 4. Bathroom; 5. Storage Closet; 6. Storage/Work Room; 7. Laundry Room; 8. Stairway; 9. Subroom; 10. Bathroom Closet.

Appliances: Washer, Dryer, Refrigerator, ~~Deep~~ Freezer and Bar Refrigerator

Hot Water Heater + Toilet
Misc. See Loss Inventory attached

Witness Name: Pamela England, Gaylord Mussman Witness Phone: [redacted]

Attachments: _____ Photo(s): 15 See Attached Estimates: 60,436.30 See attached Medical Bill(s): _____

Other: _____ (Check all that apply)

Maxine Turner
Signature of Claimant

8-17-16
Date

Maxine Turner
Printed Name of Claimant

City Department Involved: _____

Allied Appliance, Inc.

WHIRLPOOL • MAYTAG • KITCHENAID

Phone 402-721-3221 1234 East 16th St.

FREMONT, NEBRASKA 68025

SERVICE ORDER 121344

Name: Maxine Turner

Address: 2446 E. 16th

City: Fremont, NE 68025

Date: 7-25-16

Pa[redacted]

Model

Repaired In ☐ Home ☐ Shop

Trouble Reported:

Serial No.

QUAN.	PARTS DESCRIPTION	AMOUNT	
	MFT 277C BEZ00	1995	00
	K62325696		
	LUW 35X15 DS00	649	00
	AA61901073		
	Del	50	00
		2694	00
	TAX	188	58
	TOTAL	2882	58

Date Completed

☐ CASH ☐ CHARGE

Signature below constitutes acceptance of above service performed as being satisfactory — and that equipment has been left in good condition.

Signature .....

GUARANTEE: All materials used are of first quality and guaranteed for ninety days after date of repair. Service by qualified Technicians only.

Allied Appliance, Inc.

WHIRLPOOL • MAYTAG • KITCHENAID

Phone 402-721-3221 1234 East 16th St.

FREMONT, NEBRASKA 68025

SERVICE ORDER

122296

Name: Maxine Hunter	Date: 7-oct-2016
Address: 244 C E 16477	Phone: [redacted]
City: Fremont 68025	Repaired In: ☐ Home ☐ Shop
Model:	Serial No.:

Trouble Reported:

QUAN.	PARTS DESCRIPTION	AMOUNT	
	MDWX655 DW1	449	00
	C617435 31		
	MDDX655 DW0	449	00
	M5121767 7		
	Installation ?		
	AZF33X20DW00	649	00
	U623058 20		
	Del	50	00
	TAX	108	29
Date Completed	☐ CASH ☑ CHARGE TOTAL	1705	29

Signature below constitutes acceptance of above service performed as being satisfactory and that equipment has been left in good condition.

Signature .....

GUARANTEE: All materials used are of first quality and guaranteed for ninety days after date of repair. Service by qualified Technicians only.

FREMONT PRINTING CO., Fremont, NE 68025

FREMONT
NEBRASKA PATHFINDERS

Department of Utilities

SEE BACK FOR PHONE LISTINGS

DETACH AND RETURN TOP PORTION WHEN PAYING YOUR BILL.

8-12
#122

SERVICE ADDRESS
2446 E 19

ACCOUNT NUMBER	CYCLE	BILL DATE	DUE DATE
22725-22364	25-70	7/25/16	8/15/16

Total Current Charges 409.56
Balance Forward .00
Total Amount Due 409.56
Pay 420.81 **After** 8/15/16

JOHN TURNER
2446 E 19TH ST
FREMONT NE 68025-2801

409.56
- 239.07
170.49
do to fans and dehumidifier to dry basement

822

SERVICE ADDRESS 2446 E 19

ACCOUNT NUMBER	CYCLE	BILL DATE	DUE DATE
[redacted]	25-70	7/25/16	8/15/16

Last Bill Amount	239.07
Payments	239.07-
Adjustments	.00
Balance Forward	.00

Last payment amount/date: 239.07 7/14/16

Service Period		Days	Meter Number	Mult	Units	Current	Previous	Usage
6/17/16	7/18/16	31	E10012198	1.000	KWH	3511	316	3195
6/17/16	7/18/16	31	G7247	1.000	CCF	9556	9550	6
6/17/16	7/18/16	31	W35542378	1.000	CCF	955	944	11

ervice	Consumption	Charge	Total
Fuel Adjustment	3,195.00	4.36	
ELECTRIC	3,195.00	333.78	
TOTAL ELECTRIC			338.14
WATER	11.00	19.25	19.25
Gas Adjustment	6.00	1.68-	
GAS	6.00	14.16	
TOTAL GAS			12.48
SEWER	3.00	12.90	12.90
LOCAL TAX		5.74	5.74
STATE TAX		21.05	21.05

Total Current Charges	409.56
Balance Forward	.00
Total Amount Due	409.56

Pay 420.81 **After** 8/15/16

NEVER pour grease down the sewers.
Anything put into the garbage disposal should be ground up thoroughly.
Account with a "balance forward" is PAST DUE and subject to disconnect.

Prompt payment of utility bills is appreciated.
FREMONT DEPARTMENT OF UTILITIES 400 E. Military, Fremont, NE 68025-5141
www.fremontne.gov

RETAIN BOTTOM PORTION. DETACH AND RETURN TOP PORTION. ACCOUNT WITH A "BALANCE FORWARD" IS PAST DUE AND SUBJECT TO DISCONNECT.

EQUAL HOUSING OPPORTUNITY

FREMONT
NEBRASKA PATHFINDERS

Department of Utilities

SEE BACK FOR PHONE LISTINGS

DETACH AND RETURN TOP PORTIO
WHEN PAYING YOUR BILL.

SERVICE ADDRESS
2446 E 19

ACCOUNT NUMBER	CYCLE	BILL DATE	DUE DATE
22725-22364	25-70	6/24/16	7/15/16

Total Current Charges 239.07
Balance Forward .00
Total Amount Due 239.07
Pay 250.30 **After** 7/15/16

15
7-18-16
115

JOHN TURNER
2446 E 19TH ST
FREMONT NE 68025-2801

817

SERVICE ADDRESS 2446 E 19

ACCOUNT NUMBER	CYCLE	BILL DATE	DUE DATE
[redacted]	25-70	6/24/16	7/15/16

Last Bill Amount	121.70
Payments	121.70-
Adjustments	.00
Balance Forward	.00

Last payment amount/date: 121.70 6/10/16

	Service Period		Days	Meter Number	Mult	Units	Current	Previous	Usage
	5/18/16	6/17/16	30	E10012198	1.000	KWH	316	98727	1589
S	5/18/16	6/17/16	30	G7247	1.000	CCF	9550	9544	6
	5/18/16	6/17/16	30	W35542378	1.000	CCF	944	929	15

ervice	Consumption	Charge	Total
Fuel Adjustment	1,589.00	2.36	
ELECTRIC	1,589.00	172.54	
TOTAL ELECTRIC			174.90
WATER	15.00	23.33	23.33
S Gas Adjustment	6.00	1.86-	
S GAS	6.00	14.16	
TOTAL GAS			12.30
SEWER	3.00	12.90	12.90
LOCAL TAX		3.35	3.35
STATE TAX		12.29	12.29

Total Current Charges	239.07
Balance Forward	.00
Total Amount Due	239.07

Pay 250.30 **After** 7/15/16

The 2015 Fremont Water Quality Report will be available online May 15 at http://Fremontne.gov/DocumentCenter/View/547 or in paper form at the D.U.

Account with a "balance forward" is PAST DUE and subject to disconnect.

Prompt payment of utility bills is appreciated.
FREMONT DEPARTMENT OF UTILITIES 400 E. Military, Fremont, NE 68025-5141
www.fremontne.gov

RETAIN BOTTOM PORTION. DETACH AND RETURN TOP PORTION. ACCOUNT WITH A "BALANCE FORWARD" IS PAST DUE AND SUBJECT TO DISCONNECT.

EQUAL HOUSING OPPORTUNITY

State Farm
P.O. Box 106169
Atlanta, GA 30348-6169
Phone: 1-844-529-5982
Fax: 1-844-236-3646

Structural Damage Claim Policy

When you have a covered structural damage claim to your real property, you should know:

- We want you to receive quality repair work to restore the damages to your property.
- We will provide you with a detailed estimate of the scope of the damage and costs of repairs. Should the contractor you select have questions concerning our estimate, they should contact your claim representative directly.
- Depending upon the complexity of your repair, our estimate may or may not include an allowance for general contractor's overhead and profit. If you have questions regarding general contractor's overhead and profit and whether general contractor services are appropriate for your loss, please contact your claim representative before proceeding with repairs.
- There may be building codes, ordinances, laws, or regulations that affect the repairs of your property. These items may or may not be covered by your policy. Please contact your claim representative if you have any questions regarding coverage which may be available under your policy.
- If you select a contractor whose estimate is the same as or lower than our estimate, based on the same scope of damages, we will pay based upon their estimate. If your contractor's estimate is higher than ours, you should contact your claim representative prior to beginning repairs.
- State Farm® cannot authorize any contractor to proceed with work on your property. Repairs should proceed only with your authorization.
- State Farm does not guarantee the quality of the workmanship of any contractor or guarantee that the work will be accomplished within any specific time frame.
- It is understood that the contractor is hired by you, our insured, and that they work for you - not State Farm.

If you have any questions or need additional information regarding your claim, please contact your claim representative immediately.

Stan Hoge [redacted]

Insured:	TURNER, MAXINE	Estimate:	27-8S30-704
Property:	2446 E 19th St Fremont, NE 68025-2801	Claim Number:	278S30704
		Policy Number:	[redacted]
Business:	[redacted]	Price List:	NEOM28_JUN16 Restoration/Service/Remodel
Cellular:	[redacted]		
Type of Loss:	Backup of Sewer or Drain		
Deductible:	$1,230.00		
Date of Loss:	6/18/2016		
Date Inspected:	6/24/2016		

Summary for Coverage A - Building - 47 Sewer and Drain Loss

Line Item Total	13,712.87
Material Sales Tax	361.57
Cln Mat Sales Tax	1.67
Subtotal	14,076.11
General Contractor Overhead	1,059.06
General Contractor Profit	1,059.06
Cleaning Total Tax	140.14
Replacement Cost Value (Including General Contractor Overhead and Profit)	16,334.37
Less Depreciation (Including Taxes)	(2,104.28)
Less General Contractor Overhead & Profit on Recoverable & Non-recoverable Depreciation	(414.24)
Less Deductible	(1,230.00)
Less Amount Over Limit(s)	(2,585.85)
Net Actual Cash Value Payment	$10,000.00

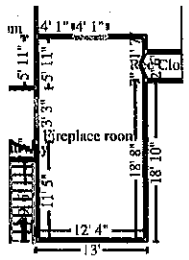
Maximum Additional Amounts Available If Incurred:

Total Line Item Depreciation (Including Taxes)	2,104.28		
General Contractor O&P on Depreciation	414.24		
Replacement Cost Benefits		2,518.52	
Less Amount Over Limit(s)		(2,518.52)	
Total Maximum Additional Amount Available If Incurred			0.00
Total Amount of Claim If Incurred			$10,000.00

Major, Kirk
308-631-7058

ALL AMOUNTS PAYABLE ARE SUBJECT TO THE TERMS, CONDITIONS AND LIMITS OF YOUR POLICY.

Basement

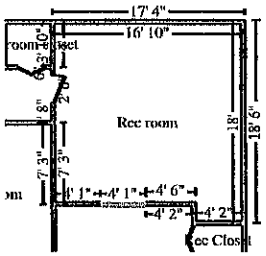


Fireplace room **Height: 8'**

527.11	SF Walls	291.89	SF Ceiling
819.00	SF Walls & Ceiling	291.89	SF Floor
72.00	LF Ceil. Perimeter	64.67	LF Floor Perimeter

Missing Wall - Goes to Floor	**3' 3" X 6' 8"**	**Opens into STORAGE_WORK**
Missing Wall - Goes to Floor	**4' 1" X 6' 8"**	**Opens into REC_ROOM**

QUANTITY	UNIT PRICE	TAX	GCO&P	RCV	AGE/LIFE CONDITION	DEPREC. DEP %	ACV
1. Water extraction from carpeted floor - Cat 3 water - Heavy							
291.89 SF	1.32 N	26.97	0.00	412.26			412.26
2. Tear out wet drywall, no bagging, per LF - to 4' - Cat 3							
51.67 LF	4.23 N	0.00	0.00	218.56			218.56
3. Tear out wet non-salvageable carpet, cut/bag - Cat 3 water							
291.89 SF	0.61 N	1.23	0.00	179.28			179.28
4. Apply anti-microbial agent							
291.89 SF	0.18 N	4.12	0.00	56.66			56.66
5. Clean fireplace hearth							
104.00 SF	0.94	8.29	19.58	125.63			125.63
6. Carpet - Standard grade							
300.00 SF	2.10	33.18	132.64	795.82		(198.96)	596.86
					Avg.	25.00%	
7. R&R Carpet pad							
291.89 SF	0.62	9.81	38.14	228.92		(57.24)	171.68
					Avg.	25.00%	
8. 1/2" drywall - hung, taped, with smooth wall finish							
206.67 SF	1.98	5.79	83.00	498.00		(124.49)	373.51
					Avg.	25.00%	
9. Seal/prime then paint part of the walls (2 coats)							
423.11 SF	0.68	4.44	58.42	350.57		(87.64)	262.93
					Avg.	25.00%	
Totals: Fireplace room		**93.83**	**331.78**	**2,865.70**		**468.33**	**2,397.37**

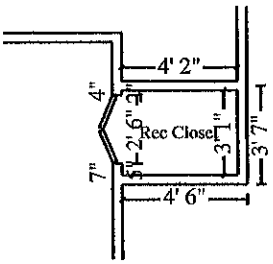


Rec room **Height: 8'**

530.11	SF Walls	280.83	SF Ceiling
810.94	SF Walls & Ceiling	280.83	SF Floor
69.67	LF Ceil. Perimeter	65.58	LF Floor Perimeter

Missing Wall - Goes to Floor **4' 1" X 6' 8"** **Opens into FIREPLACE_RO**

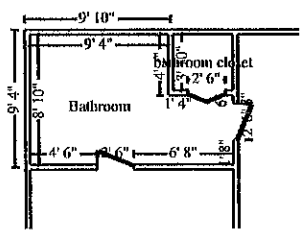
QUANTITY	UNIT PRICE	TAX	GCO&P	RCV	AGE/LIFE CONDITION	DEPREC. DEP %	ACV
10. Water extraction from carpeted floor - Cat 3 water - Heavy							
280.83 SF	1.32 N	25.95	0.00	396.65			396.65
11. Tear out wet drywall, no bagging, per LF - to 4' - Cat 3							
49.33 LF	4.23 N	0.00	0.00	208.67			208.67
12. Tear out wet non-salvageable carpet, cut/bag - Cat 3 water							
280.83 SF	0.61 N	1.18	0.00	172.49			172.49
13. Tear out wet paneling, bag for disposal - Cat 3							
13.75 SF	0.61 N	0.08	0.00	8.47			8.47
14. Cabinet - lower (base) unit - Detach							
18.00 LF	13.66 N	17.21	0.00	263.09			263.09
15. R&R Wood door - lauan face, 5 or 7 ply hollow core							
1.00 EA	127.88	4.50	26.48	158.86		(39.71)	119.15
					Avg.	25.00%	
16. Apply anti-microbial agent							
280.83 SF	0.18 N	3.96	0.00	54.51			54.51
17. Carpet - Standard grade							
408.00 SF	2.10	45.12	180.38	1,082.30			1,082.30
18. R&R Carpet pad							
280.83 SF	0.62	9.44	36.72	220.28		(55.08)	165.20
					Avg.	25.00%	
19. Cabinetry - lower (base) units - Standard grade							
18.00 LF	126.51	114.94	478.42	2,870.54		(717.64)	2,152.90
					Avg.	25.00%	
20. Seal/prime then paint part of the walls (2 coats)							
400.11 SF	0.68	4.20	55.26	331.53		(82.89)	248.64
					Avg.	25.00%	
21. 1/2" drywall - hung, taped, with smooth wall finish							
197.33 SF	1.98	5.53	79.24	475.48		(118.88)	356.60
					Avg.	25.00%	
22. Paneling - Standard grade							
130.00 SF	2.10	4.37	55.48	332.85		(83.22)	249.63
					Avg.	25.00%	
Totals: Rec room		**236.48**	**911.98**	**6,575.72**		**1,097.42**	**5,478.30**



Rec Closet **Height: 8'**

116.00 SF Walls	12.85 SF Ceiling
128.85 SF Walls & Ceiling	12.85 SF Floor
14.50 LF Ceil. Perimeter	14.50 LF Floor Perimeter

QUANTITY	UNIT PRICE	TAX	GCO&P	RCV	AGE/LIFE CONDITION	DEPREC. DEP %	ACV
23. Water extraction from carpeted floor - Category 3 water							
12.85 SF	1.10 N	0.99	0.00	15.13			15.13
24. Tear out wet drywall, no bagging, per LF - to 4' - Cat 3							
14.50 LF	4.23 N	0.00	0.00	61.34			61.34
25. Tear out wet non-salvageable carpet, cut/bag - Cat 3 water							
12.85 SF	0.61 N	0.05	0.00	7.89			7.89
26. R&R Folding door							
1.00 EA	113.63	3.09	23.36	140.08		(35.02)	105.06
					Avg.	25.00%	
27. Apply anti-microbial agent							
12.85 SF	0.18 N	0.18	0.00	2.49			2.49
28. 1/2" drywall - hung, taped, with smooth wall finish							
58.00 SF	1.98	1.62	23.28	139.74		(34.94)	104.80
					Avg.	25.00%	
29. Seal/prime then paint the walls (2 coats)							
116.00 SF	0.68	1.22	16.02	96.12		(24.03)	72.09
					Avg.	25.00%	
Totals: Rec Closet		**7.15**	**62.66**	**462.79**		**93.99**	**368.80**



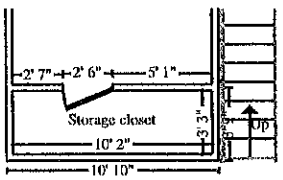
Bathroom **Height: 8'**

360.00 SF Walls	102.84 SF Ceiling
462.84 SF Walls & Ceiling	102.84 SF Floor
45.00 LF Ceil. Perimeter	45.00 LF Floor Perimeter

QUANTITY	UNIT PRICE	TAX	GCO&P	RCV	AGE/LIFE CONDITION	DEPREC. DEP %	ACV
30. Water extraction from hard surface floor - Cat 3 water							
102.84 SF	0.68 N	4.90	0.00	74.83			74.83
31. Cabinet - vanity unit - Detach							
2.50 LF	11.68 N	2.04	0.00	31.24			31.24

CONTINUED - Bathroom

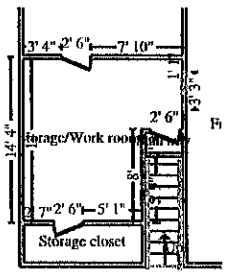
QUANTITY	UNIT PRICE	TAX	GCO&P	RCV	AGE/LIFE CONDITION	DEPREC. DEP %	ACV
32. Tear out wet drywall, no bagging, per LF - to 4' - Cat 3							
45.00 LF	4.23 N	0.00	0.00	190.35			190.35
33. Cabinet - lower (base) unit - Detach							
4.00 LF	13.66 N	3.82	0.00	58.46			58.46
34. R&R Wood door - lauan face, 5 or 7 ply hollow core							
1.00 EA	127.88	4.50	26.48	158.86		(39.71)	119.15
					Avg.	25.00%	
35. Apply anti-microbial agent							
102.84 SF	0.18 N	1.45	0.00	19.96			19.96
36. Clean shower							
1.00 EA	28.70 N	2.02	0.00	30.72			30.72
37. Vanity - Standard grade							
2.50 LF	107.29	12.60	56.16	336.99		(84.25)	252.74
					Avg.	25.00%	
Totals: Bathroom		**31.33**	**82.64**	**901.41**		**123.96**	**777.45**



Storage closet **Height: 8'**

214.44	SF Walls	33.00	SF Ceiling
247.44	SF Walls & Ceiling	33.00	SF Floor
26.81	LF Ceil. Perimeter	26.81	LF Floor Perimeter

QUANTITY	UNIT PRICE	TAX	GCO&P	RCV	AGE/LIFE CONDITION	DEPREC. DEP %	ACV
38. Water extraction from hard surface floor - Cat 3 water							
33.00 SF	0.68 N	1.57	0.00	24.01			24.01
39. Apply anti-microbial agent							
33.00 SF	0.18 N	0.47	0.00	6.41			6.41
Totals: Storage closet		**2.04**	**0.00**	**30.42**		**0.00**	**30.42**

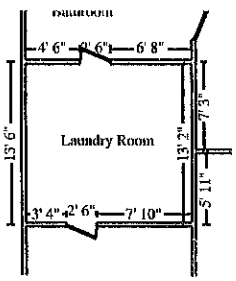


Storage/Work room **Height: 8'**

421.00 SF Walls	163.22 SF Ceiling
584.22 SF Walls & Ceiling	163.22 SF Floor
55.33 LF Ceil. Perimeter	52.08 LF Floor Perimeter

Missing Wall - Goes to Floor **3' 3" X 6' 8"** **Opens into FIREPLACE_RO**

QUANTITY	UNIT PRICE	TAX	GCO&P	RCV	AGE/LIFE CONDITION	DEPREC. DEP %	ACV
40. Water extraction from carpeted floor - Cat 3 water - Heavy							
163.22 SF	1.32 N	15.08	0.00	230.53			230.53
41. Tear out wet drywall, no bagging, per LF - to 4' - Cat 3							
52.08 LF	4.23 N	0.00	0.00	220.30			220.30
42. Tear out wet non-salvageable carpet, cut/bag - Cat 3 water							
163.22 SF	0.61 N	0.69	0.00	100.25			100.25
43. Cabinet - lower (base) unit - Detach							
8.00 LF	13.66 N	7.65	0.00	116.93			116.93
44. Apply anti-microbial agent							
163.22 SF	0.18 N	2.30	0.00	31.68			31.68
45. Cabinetry - lower (base) units - Standard grade							
8.00 LF	126.51	51.08	212.64	1,275.80		(318.95)	956.85
					Avg.	25.00%	
46. 1/2" drywall - hung, taped, with smooth wall finish							
208.33 SF	1.98	5.83	83.66	501.98		(125.50)	376.48
					Avg.	25.00%	
47. Seal/prime then paint the walls (2 coats)							
421.00 SF	0.68	4.42	58.14	348.84			348.84
Totals: Storage/Work room		**87.05**	**354.44**	**2,826.31**		**444.45**	**2,381.86**



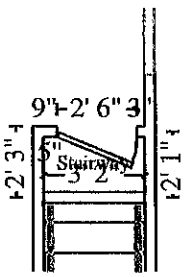
Laundry Room **Height: 8'**

429.33 SF Walls	179.94 SF Ceiling
609.28 SF Walls & Ceiling	179.94 SF Floor
53.67 LF Ceil. Perimeter	53.67 LF Floor Perimeter

QUANTITY	UNIT PRICE	TAX	GCO&P	RCV	AGE/LIFE CONDITION	DEPREC. DEP %	ACV
48. Water extraction from hard surface floor - Cat 3 water							
179.94 SF	0.68 N	8.57	0.00	130.93			130.93

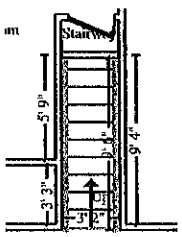
CONTINUED - Laundry Room

QUANTITY	UNIT PRICE	TAX	GCO&P	RCV	AGE/LIFE CONDITION	DEPREC. DEP %	ACV
49. R&R Wood door - lauan face, 5 or 7 ply hollow core							
1.00 EA	127.88 N	4.50	0.00	132.38		(33.09)	99.29
					Avg.	25.00%	
50. Apply anti-microbial agent							
179.94 SF	0.18 N	2.53	0.00	34.92			34.92
Totals: Laundry Room		**15.60**	**0.00**	**298.23**		**33.09**	**265.14**



Stairway **Height: 8'**

73.13 SF Walls	5.57 SF Ceiling
78.69 SF Walls & Ceiling	5.57 SF Floor
9.86 LF Ceil. Perimeter	9.86 LF Floor Perimeter



Subroom: Stairs (1) **Height: 14' 2"**

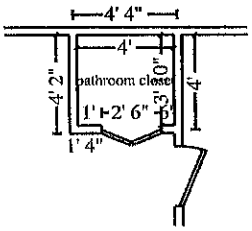
213.50 SF Walls	29.69 SF Ceiling
243.19 SF Walls & Ceiling	51.75 SF Floor
19.00 LF Ceil. Perimeter	21.60 LF Floor Perimeter

Missing Wall **3' 2 3/16" X 14' 2 1/4"** **Opens into Exterior**

QUANTITY	UNIT PRICE	TAX	GCO&P	RCV	AGE/LIFE CONDITION	DEPREC. DEP %	ACV
51. Tear out wet non-salvageable carpet, cut/bag - Cat 3 water							
57.32 SF	0.61 N	0.24	0.00	35.21			35.21
52. R&R Wood door - lauan face, 5 or 7 ply hollow core							
1.00 EA	127.88	4.50	26.48	158.86		(39.71)	119.15
					Avg.	25.00%	
53. Apply anti-microbial agent							
57.32 SF	0.18 N	0.81	0.00	11.13			11.13
54. Carpet - Standard grade							
120.00 SF	2.10	13.27	53.06	318.33		(79.58)	238.75
					Avg.	25.00%	
55. R&R Carpet pad							
57.32 SF	0.62	1.93	7.48	44.95		(11.22)	33.73
					Avg.	25.00%	

CONTINUED - Stairway

QUANTITY	UNIT PRICE	TAX	GCO&P	RCV	AGE/LIFE CONDITION	DEPREC. DEP %	ACV
56. Seal/prime then paint the walls and ceiling (2 coats)							
321.88 SF	0.68	3.38	44.46	266.72		(66.69)	200.03
					Avg.	25.00%	
Totals: Stairway		**24.13**	**131.48**	**835.20**		**197.20**	**638.00**



bathroom closet **Height: 8'**

124.71 SF Walls
139.89 SF Walls & Ceiling
15.59 LF Ceil. Perimeter
15.18 SF Ceiling
15.18 SF Floor
15.59 LF Floor Perimeter

QUANTITY	UNIT PRICE	TAX	GCO&P	RCV	AGE/LIFE CONDITION	DEPREC. DEP %	ACV
57. Water extraction from hard surface floor - Cat 3 water							
15.18 SF	0.68 N	0.72	0.00	11.04			11.04
58. Tear out wet drywall, no bagging, per LF - to 4' - Cat 3							
15.59 LF	4.23 N	0.00	0.00	65.95			65.95
59. Folding door							
1.00 EA	102.47	3.09	21.12	126.68		(31.67)	95.01
					Avg.	25.00%	
60. Apply anti-microbial agent							
15.18 SF	0.18 N	0.21	0.00	2.94			2.94
61. 1/2" drywall - hung, taped, floated, ready for paint							
62.35 SF	1.49	1.75	18.94	113.59		(28.41)	85.18
					Avg.	25.00%	
Totals: bathroom closet		**5.77**	**40.06**	**320.20**		**60.08**	**260.12**

Area Totals: Basement

3,009.33 SF Walls	1,115.00 SF Ceiling	4,124.33 SF Walls and Ceiling
1,137.06 SF Floor	1,203.59 Total Area	369.35 LF Floor Perimeter
1,137.06 Floor Area	141.65 Exterior Perimeter of Walls	381.42 LF Ceil. Perimeter
1,274.87 Exterior Wall Area		2,629.48 Interior Wall Area

Total: Basement	**503.38**	**1,915.04**	**15,115.98**	**2,518.52**	**12,597.46**

Debris Removal

0.00 SF Walls	0.00 SF Ceiling	0.00 SF Walls & Ceiling
0.00 SF Floor	0.00 SF Short Wall	0.00 LF Floor Perimeter
0.00 SF Long Wall		0.00 LF Ceil. Perimeter

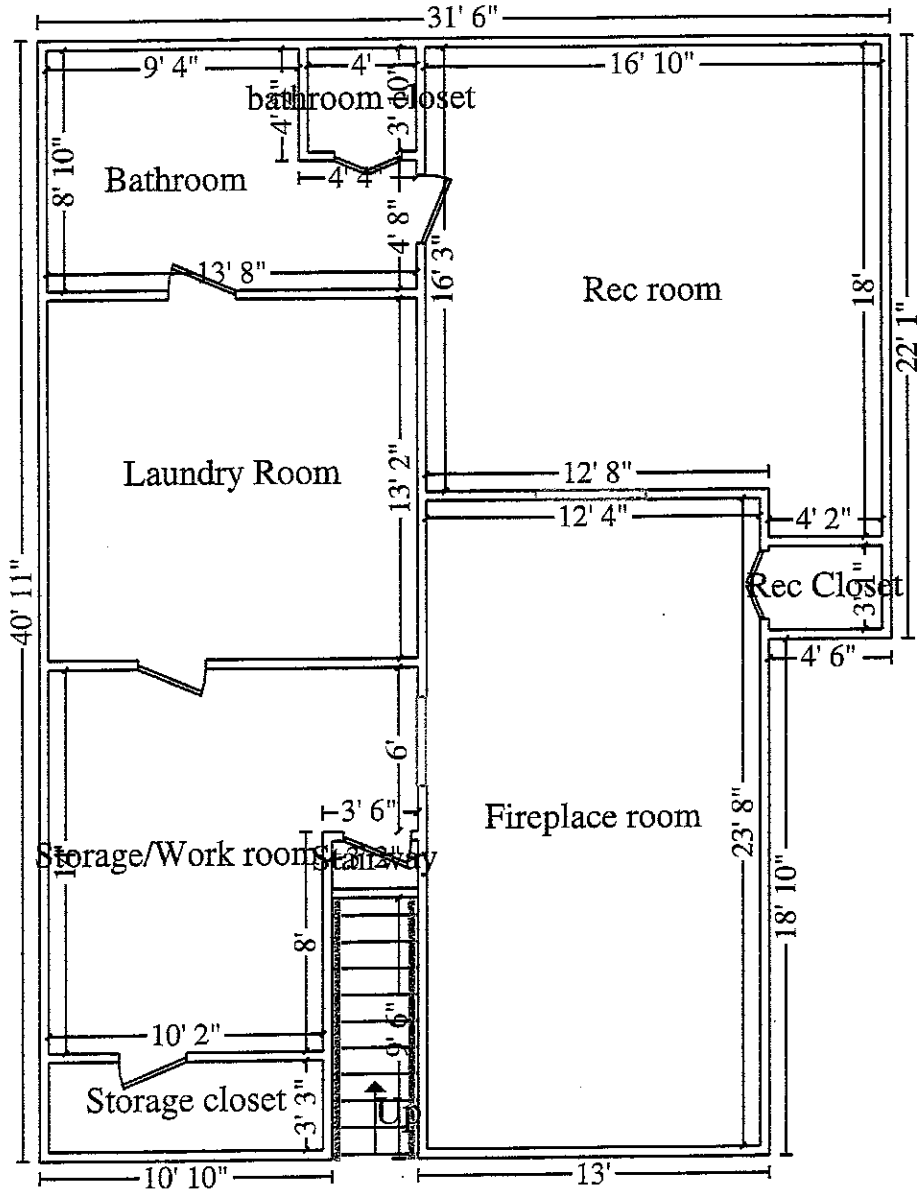
QUANTITY	UNIT PRICE	TAX	GCO&P	RCV	AGE/LIFE CONDITION	DEPREC. DEP %	ACV
62. Dumpster load - Approx. 40 yards, 7-8 tons of debris							
1.00 EA	555.00	0.00	111.00	666.00			666.00
63. Content Manipulation charge - per hour							
16.00 HR	25.36	0.00	81.16	486.92			486.92
Totals: Debris Removal		**0.00**	**192.16**	**1,152.92**		**0.00**	**1,152.92**

Labor Minimums Applied

QUANTITY	UNIT PRICE	TAX	GCO&P	RCV	AGE/LIFE CONDITION	DEPREC. DEP %	ACV
64. Finish carpentry labor minimum							
1.00 EA	54.55	0.00	10.92	65.47			65.47
Totals: Labor Minimums Applied		**0.00**	**10.92**	**65.47**		**0.00**	**65.47**
Line Item Totals: 27-8S30-704		**503.38**	**2,118.12**	**16,334.37**		**2,518.52**	**13,815.85**

Grand Total Areas:

3,009.33 SF Walls	1,115.00 SF Ceiling	4,124.33 SF Walls and Ceiling
1,137.06 SF Floor		369.35 LF Floor Perimeter
		381.42 LF Ceil. Perimeter
1,137.06 Floor Area	1,203.59 Total Area	2,629.48 Interior Wall Area
1,274.87 Exterior Wall Area	141.65 Exterior Perimeter of Walls	


31' 6"
9' 4"
4'
16' 10"
bathroom closet
4'
3' 10"
4' 4"
8' 10"
Bathroom
4' 8"
16' 3"
13' 8"
Rec room
18'
22' 1"
Laundry Room
13' 2"
12' 8"
12' 4"
4' 2"
Rec Closet
3' 1"
40' 11"
4' 6"
6'
3' 6"
Fireplace room
23' 8"
Storage/Work room
Stairway
18' 10"
8'
10' 2"
9' 6"
Storage closet
3' 3"
UP
10' 10"
13'

N

Basement

StateFarm

Summary of Loss

Named Insured: Maxine Turner

Claim Number: 27-8S30-704

Coverage A - Dwelling Limit of Liability: $ 10,000

Coverage A - Dwelling Extension Limit of Liability: $

Description	Amount
State Farm Estimate	$ 16,334.37

Total Coverage A: $ 16,334.37

Coverage B - Personal Property Limit of Liability: $

Total Coverage B: $ 0.00

Coverage C - Loss of Use Limit of Liability: $

Total Coverage C: $ 0.00

Other Coverages (if applicable)

Total Other Coverages (if applicable): $ 0.00

Payments Made

Comments / Supplements:
Loss is greater than policy limit. Policy deductible is absorbed in the loss.

Coverage A+B+C Total: $	16,334.37
Other Coverages (if applicable): $	0.00
Total All Coverages: $	16,334.37
Less Recoverable Dep. Cov. A: $	2,518.52
Less Recoverable Dep. Cov. B: $	0.00
Subtotal: $	13,815.85
Less Deductible: $	1,230.00
Less Amounts Over Limit(s): $	2,585.85
Total Payable: $	10,000.00
Less Total Payments Made: $	0.00
Net Payment: $	10,000.00

Kirk Major
Signature

6/26/2016
Date

Invoice

Date	Invoice #
06/30/2016	7508

S2 Roll-offs, LLC
402-727-6806
www.s2rolloffs.com
220 West Cloverly
Fremont, NE 68025

PAID 07/19/2016

Bill To

Maxinne Turner
2446 E. 19th St.
Fremont NE 68025

P.O. No.	Terms	Due Date
		06/30/2016

Qty	Description	Rate	Amount
1	20 Yard	210.00	210.00
1.47	Ton Disposal 7/6/16	65.00	95.55

Thank you for your business.

Total	$305.55
Payments/Credits	-$305.55
Balance Due	$0.00

Invoice

Date	Invoice #
6/27/2016	7373

S2 Roll-offs, LLC

402-727-6806
www.s2rolloffs.com
220 West Cloverly
Fremont, NE 68025

PAID 06/27/2016

Bill To

Maxinne Turner

P.O. No.	Terms	Due Date
		6/27/2016

Qty	Description	Rate	Amount
1	15 Yard @ 2446 E. 19th St. 6/20/2016	190.00	190.00
3.09	Ton Disposal 6/25/16	65.00	200.85

Thank you for your business.

Total	$390.85
Payments/Credits	-$390.85
Balance Due	$0.00

RADON CONCEPTS, LLC
1410 WATSON STREET
FREMONT, NE 68025
402-459-1004

PLUMBING PROPOSAL

Customer Name__ Maxine Turner _____

Address__ 2446 East 19th Street _____

City __ Fremont __ State __NE __ Zip__68025_____

We hereby submit specifications and estimates for:

Install Gerber ADA Viper Stool with seat $386.96 if flange is broke addition charges may apply

For the Sum of **$ 386.96 additional charges if flange is broke**

Payments to be made as follows: **Time of Service**

Authorized Signature:

ACCEPTANCE OF PROPOSAL: The above or attached prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature:_____

Signature:_____Date of Acceptance:_____

RADON CONCEPTS, LLC
1410 WATSON STREET
FREMONT, NE 68025
402-459-1004

PLUMBING PROPOSAL

Customer Name__ Maxine Turner _____

Address__ 2446 East 19th Street _____

City __ Fremont __ State __NE __ Zip__68025_____

We hereby submit specifications and estimates for:

Install 40 Gallon Gas Bradford White Water Heater

For the Sum of **$ 1200.00**

Payments to be made as follows: **Time of Service**

Authorized Signature:_____

NOTE: This proposal may be withdrawn by us if not accepted within__30__days

ACCEPTANCE OF PROPOSAL: The above or attached prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature:_____

Signature:_____Date of Acceptance:_____

dgh

FLOOR COVERING BID SHEET

8/1/2016

ABE KRASNE HOME FURNISHINGS

Sales Staff: Krystal

CUSTOMER NAME MAXINE TURNER
CUSTOMER ADDRESS *2446 E 19TH*
CUSTOMER PHONE # *719-8332*

PRODUCT FIGURED BY SQ.FT. (USE THIS AREA TO FIGURE OUT CARPET AND VINYL PRICE BY CUT SIZE)

PRODUCT WIDTH	PRODUCT LENGTH	SQUARE FEET	SQUARE YARDS	PRODUCT NAME AND NUMBER	PRODUCT COLOR AND NUMBER	PRODUCT COST/FT.	TOTAL PRICE
12	82.25	987	[redacted]	ATTITUDE CHANGE	PLASTER	$6.48	$6,395.76
12	82.25	987	[redacted]	PAD		$0.85	$838.95
		0	[redacted]				$0.00
		0	[redacted]				$0.00
		0	[redacted]				$0.00
		0	[redacted]				$0.00
		0	[redacted]				$0.00
						SUBTOTAL	$7,234.71
						TAX	$506.43
						TOTAL OF PRODUCT	$7,741.14

PRODUCT

TAXED PRODUCT FIGURED BY LINEAR FOOT OR BY NUMBER OF ITEMS OR BY SQUARE FEET

LENGTH OR # OR SQ.FT.	NOTES	PRODUCT NAME	PRODUCT COST/UNIT	TOTAL PRICE
8	CASES	SA355 COLOR CHIATTA	$82.00	$656.00
1		FREIGHT	$65.00	$65.00
1		TRANSITION PIECE	$45.00	$45.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
			SUBTOTAL	$766.00
			TAX	$53.62
			TOTAL	$819.62

LABOR

NON-TAXED LABOR

UNIT OR SQ.FT.	NOTES	LABOR NAME	PRODUCT COST/UNIT	TOTAL PRICE
987		LABOR TO INSTALL CARPET	$0.59	$582.33
11		LABOR TO UPHOLSTER STEPS	$9.00	$99.00
132		LABOR TO INSTALL LVT	$2.00	$264.00
1		LABOR TO DRILL TACK STRIP	$150.00	$150.00
6		LABOR TO INSTALL TRANSITION PIECE	$2.50	$15.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
			SUBTOTAL LABOR	$1,110.33
			LABOR TAX	*NON-TAXED*
			TOTAL LABOR	$1,110.33
			SUBTOTAL OF JOB	$9,111.04
			TOTAL TAX ON JOB	$560.05
			TOTAL OF JOB	$9,671.09

NOTES

THIS IS A VERY ROUGH ESTIMATE BASED ON MEASUREMENTS PROVIDED BY CUSTOMERS SERVICE COMPANY. WTIHOUT OUR INSTALLERS SEEING THE SPACE WE CAN NOT BE ACCURATE ON MEASUREMENTS OR OTHER LABOR CHARGES THAT MAY APPLY

0

Included on Loss Inventory Sheet

PAUDAVIS **Paul Davis**

649 S. Vermont Street
Palatine, Illinois 60067
(224) 333-1300
Tax ID: 45-4081334

Insured: Maxine Turner

Estimator: Wayne Merlino
Position: Estimator
Business: 651 S. Vermont St.
Palatine, IL 60067

Cellular: (847) 912-3620
E-mail: wmerlino@PDES24hr.com

Claim Number: **Policy Number:** **Type of Loss:** <NONE>

Date Contacted:	6/20/2016 8:00 PM		
Date of Loss:	6/18/2016	Date Received:	6/20/2016 6:30 PM
Date Inspected:	6/21/2016 4:30 PM	Date Entered:	6/26/2016 10:27 PM

Price List: NEOM8X_FEB16
Restoration/Service/Remodel
Estimate: MAXINE_TURNER

PAUDAVIS **Paul Davis**

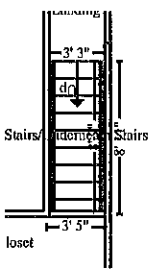
649 S. Vermont Street
Palatine, Illinois 60067
(224) 333-1300
Tax ID: 45-4081334

MAXINE_TURNER

Main Level

Main Level

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
149. Equipment setup, take down, and monitoring (hourly charge)	8.75 HR	0.00	41.68	0.00	364.70
6/21/16 - Tuesday - Initial Visit: Trip 1 6/23/16 - Thursday - Start of work: Trip 2 6/24/16 - Friday - Set up Equipment: Trip 3 - not charging for this day. 6/25/16 - Saturday - Monitor #1 - Trip 4 -After hours and only billing as regular hours. 6/26/16 - Sunday - Monitor #2 - Trip 5 -After hours and only billing as regular hours. 6/27/16 - Monday - Monitor #3 - Trip 6 - Pick up Equipment.					
134. Protect contents - Cover with plastic	300.00 SF	0.00	0.19	1.47	58.47
Cover contents to make sure dust / etc. is not affecting items in or near the work zone.					
136. Content Manipulation charge - per hour	8.00 HR	0.00	25.27	0.00	202.16
Manipulate contents in order to perform mitigation work. Two men x 4 hour for project = 8 man hours.					
137. Negative air fan/Air scrubber (24 hr period) - No monit.	1.00 DA	0.00	73.28	0.00	73.28
Air scrubber ran during work performed for the day.					
138. Debris disposal - (Bid item)	1.00 EA	200.00	0.00	0.00	200.00
See invoice.					
Total: Main Level				1.47	898.61



Stairs/Underneath Stairs **Height: 16' 2"**

213.30 SF Walls	28.44 SF Ceiling
241.74 SF Walls & Ceiling	57.16 SF Floor
6.35 SY Flooring	22.47 LF Floor Perimeter
17.50 LF Ceil. Perimeter	

Missing Wall **3' 3" X 16' 1 9/16"** **Opens into LANDING**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
140. Tear out wet drywall, cleanup, bag, per LF - to 4' - Cat 3	22.47 LF	5.28	0.00	0.98	119.62
141. Add-on cost for tearing out glued-on drywall	89.88 SF	0.31	0.00	0.00	27.86
148. Tear out wet non-salv. gluedn. cpt, cut/bag - Cat 3 water	57.16 SF	1.05	0.00	0.24	60.26
Tear out Glued Carpet from the stairs.					

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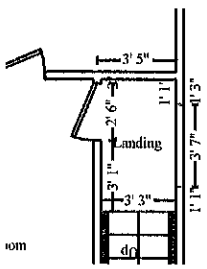
CONTINUED - Stairs/Underneath Stairs

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
143. Water extraction from hard surface floor - Cat 3 water	57.16 SF	0.00	0.68	0.00	38.87
144. Clean floor - Heavy	57.16 SF	0.00	0.42	0.04	24.05
145. Clean stud wall - Heavy	89.88 SF	0.00	0.72	0.13	64.84
146. Apply plant-based anti-microbial agent	147.04 SF	0.00	0.20	0.41	29.82
Application of anti- microbial in order to clean and sanitize ceramic floor, due to the water, traction and other possible airborne particulates that may have settled. Which includes the Floor, Studs and 24 SF of Fireplace.					
147. Air mover (per 24 hour period) - No monitoring	2.50 EA	0.00	24.95	0.00	62.38
One air mover ran for 2.5 days.					
Totals: Stairs/Underneath Stairs				1.80	427.70



Landing **Height: 8'**

94.11 SF Walls	18.69 SF Ceiling
112.80 SF Walls & Ceiling	18.69 SF Floor
2.08 SY Flooring	11.17 LF Floor Perimeter
14.75 LF Ceil. Perimeter	

Missing Wall	**3' 3" X 8'**	**Opens into STAIRS_UNDER**
Missing Wall - Goes to Floor	**3' 7" X 6' 8"**	**Opens into LIVING_ROOM**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
122. Tear out baseboard and bag for disposal - up to Cat 3	11.17 LF	0.70	0.00	0.13	7.95
123. Tear out wet drywall, cleanup, bag, per LF - to 4' - Cat 3	8.17 LF	5.28	0.00	0.35	43.49
124. Add-on cost for tearing out glued-on drywall	44.67 SF	0.31	0.00	0.00	13.85
125. Tear out wet non-salv. gluedn. cpt, cut/bag - Cat 3 water	18.69 SF	1.05	0.00	0.08	19.70
128. Water extraction from hard surface floor - Cat 3 water	18.69 SF	0.00	0.68	0.00	12.71
129. Clean floor - Heavy	18.69 SF	0.00	0.42	0.01	7.86
130. Clean stud wall - Heavy	44.67 SF	0.00	0.72	0.06	32.22
131. Apply plant-based anti-microbial agent	63.35 SF	0.00	0.20	0.18	12.85
Application of anti- microbial in order to clean and sanitize ceramic floor, due to the water, traction and other possible airborne particulates that may have settled. Which includes the Floor, Studs and 24 SF of Fireplace.					

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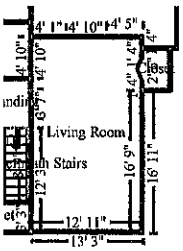
CONTINUED - Landing

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
132. Air mover (per 24 hour period) - No monitoring	2.50 EA	0.00	24.95	0.00	62.38
One air mover ran for 2.5 days.					
Totals: Landing				0.81	213.01



Living Room **Height: 8'**

518.56 SF Walls	297.08 SF Ceiling
815.64 SF Walls & Ceiling	297.08 SF Floor
33.01 SY Flooring	63.42 LF Floor Perimeter
71.83 LF Ceil. Perimeter	

Missing Wall - Goes to Floor	**3' 7" X 6' 8"**	**Opens into LANDING**
Missing Wall - Goes to Floor	**4' 10" X 6' 8"**	**Opens into PLAY_ROOM**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
3. Tear out wet paneling, bag for disposal - Cat 3	160.00 SF	0.61	0.00	0.90	98.50
4. Tear out wet drywall, cleanup, bag, per LF - to 4' - Cat 3	51.42 LF	5.28	0.00	2.23	273.73
5. Add-on cost for tearing out glued-on drywall	205.67 SF	0.31	0.00	0.00	63.76
1. Tear out wet non-salv. gluedn. cpt, cut/bag - Cat 3 water	297.08 SF	1.05	0.00	1.25	313.18
58. Water extraction from hard surface floor - Cat 3 water	297.08 SF	0.00	0.68	0.00	202.01
6. Clean floor - Heavy	297.08 SF	0.00	0.42	0.21	124.98
8. Clean stud wall - Heavy	205.67 SF	0.00	0.72	0.29	148.37
10. Apply plant-based anti-microbial agent	502.75 SF	0.00	0.20	1.41	101.96
Application of anti- microbial in order to clean and sanitize ceramic floor, due to the water, traction and other possible airborne particulates that may have settled. Which includes the Floor, Studs and 24 SF of Fireplace.					
11. Air mover (per 24 hour period) - No monitoring	12.50 EA	0.00	24.95	0.00	311.88
Five air movers ran for 2.5 days.					
Totals: Living Room				6.29	1,638.37

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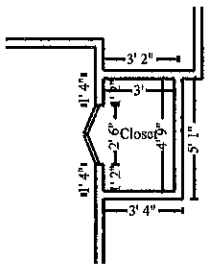
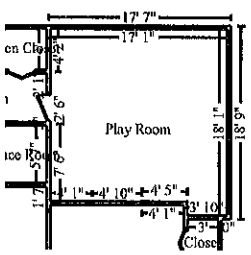


Closet **Height: 8'**

124.00	SF Walls	14.25	SF Ceiling
138.25	SF Walls & Ceiling	14.25	SF Floor
1.58	SY Flooring	15.50	LF Floor Perimeter
15.50	LF Ceil. Perimeter		

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
26. Tear out wet drywall, cleanup, bag, per LF - to 4' - Cat 3	15.50 LF	5.28	0.00	0.67	82.51
One wall didn't have drywall only 16 Linear feet of Wood Paneling.					
27. Add-on cost for tearing out glued-on drywall	62.00 SF	0.31	0.00	0.00	19.22
150. Tear out and bag wet insulation - Category 3 water	20.00 SF	0.83	0.00	0.08	16.68
24. Tear out wet non-salv. gluedn. cpt, cut/bag - Cat 3 water	14.25 SF	1.05	0.00	0.06	15.02
59. Water extraction from hard surface floor - Cat 3 water	14.25 SF	0.00	0.68	0.00	9.69
29. Clean floor - Heavy	14.25 SF	0.00	0.42	0.01	6.00
30. Clean stud wall - Heavy	62.00 SF	0.00	0.72	0.09	44.73
31. Apply plant-based anti-microbial agent	76.25 SF	0.00	0.20	0.21	15.46
Application of anti- microbial in order to clean and sanitize ceramic floor, due to the water, traction and other possible airborne particulates that may have settled.					
32. Air mover (per 24 hour period) - No monitoring	3.00 EA	0.00	24.95	0.00	74.85
One air mover ran for 2.5 days.					
Totals: Closet				1.12	284.16



Play Room **Height: 8'**

530.44	SF Walls	291.26	SF Ceiling
821.70	SF Walls & Ceiling	291.26	SF Floor
32.36	SY Flooring	65.50	LF Floor Perimeter
70.33	LF Ceil. Perimeter		

Missing Wall - Goes to Floor **4' 10" X 6' 8"** **Opens into LIVING_ROOM**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL

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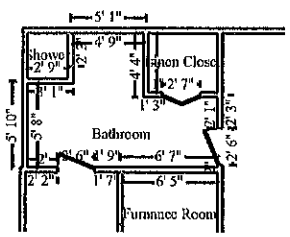
CONTINUED - Play Room

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
20. Tear out baseboard and bag for disposal - up to Cat 3	65.50 LF	0.70	0.00	0.78	46.63
12. Tear out wet non-salv. gluedn. cpt, cut/bag - Cat 3 water	291.26 SF	1.05	0.00	1.22	307.04
13. Tear out wet paneling, bag for disposal - Cat 3	48.00 SF	0.61	0.00	0.27	29.55
Tear out 16 linear feet with the height of 3 feet of wood paneling.					
14. Tear out wet drywall, cleanup, bag, per LF - to 4' - Cat 3	53.50 LF	5.28	0.00	2.32	284.80
15. Add-on cost for tearing out glued-on drywall	262.00 SF	0.31	0.00	0.00	81.22
21. Remove Cabinetry - lower (base) units	18.00 LF	4.73	0.00	0.00	85.14
60. Water extraction from hard surface floor - Cat 3 water	291.26 SF	0.00	0.68	0.00	198.06
16. Clean floor - Heavy	291.26 SF	0.00	0.42	0.20	122.53
17. Clean stud wall - Heavy	262.00 SF	0.00	0.72	0.37	189.01
18. Apply plant-based anti-microbial agent	553.26 SF	0.00	0.20	1.55	112.20
Application of anti- microbial in order to clean and sanitize ceramic floor, due to the water, traction and other possible airborne particulates that may have settled.					
19. Air mover (per 24 hour period) - No monitoring	20.00 EA	0.00	24.95	0.00	499.00
Eight air movers ran for 2.5 days.					
22. Dehumidifier (per 24 hour period) - XLarge - No monitoring	2.50 EA	0.00	101.25	0.00	253.13
One Dehu ran for 2.5 days.					
Totals: Play Room				6.71	2,208.31



Bathroom **Height: 8'**

335.67 SF Walls	84.37 SF Ceiling
420.03 SF Walls & Ceiling	84.37 SF Floor
9.37 SY Flooring	41.58 LF Floor Perimeter
43.83 LF Ceil. Perimeter	

Missing Wall - Goes to Floor **2' 3" X 6' 8"** **Opens into SHOWER**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
46. Tear out baseboard and bag for disposal - up to Cat 3	38.58 LF	0.70	0.00	0.46	27.47

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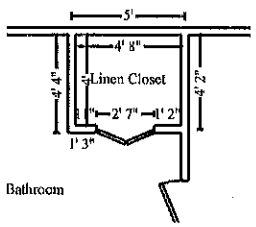
CONTINUED - Bathroom

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
47. Tear out wet drywall, cleanup, bag, per LF - to 4' - Cat 3	41.58 LF	5.28	0.00	1.80	221.34
48. Add-on cost for tearing out glued-on drywall	166.33 SF	0.31	0.00	0.00	51.56
54. Remove Vanity	2.00 LF	4.73	0.00	0.00	9.46
55. Vanity top - Detach and reset	1.00 LF	0.00	34.09	0.00	34.09
Detach sink only.					
62. Water extraction from hard surface floor - Cat 3 water	84.37 SF	0.00	0.68	0.00	57.37
50. Clean floor - Heavy	84.37 SF	0.00	0.42	0.06	35.50
51. Clean stud wall - Heavy	166.33 SF	0.00	0.72	0.23	119.99
52. Apply plant-based anti-microbial agent	250.70 SF	0.00	0.20	0.70	50.84
Application of anti- microbial in order to clean and sanitize ceramic floor, due to the water, traction and other possible airborne particulates that may have settled.					
53. Air mover (per 24 hour period) - No monitoring	5.00 EA	0.00	24.95	0.00	124.75
Two air movers ran for 2.5 days.					
Totals: Bathroom				3.25	732.37



Linen Closet **Height: 8'**

138.67 SF Walls
157.33 SF Walls & Ceiling
2.07 SY Flooring
17.33 LF Ceil. Perimeter
18.67 SF Ceiling
18.67 SF Floor
17.33 LF Floor Perimeter

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
34. Tear out baseboard and bag for disposal - up to Cat 3	17.33 LF	0.70	0.00	0.21	12.34
37. Tear out wet drywall, cleanup, bag, per LF - to 4' - Cat 3	17.33 LF	5.28	0.00	0.75	92.25
38. Add-on cost for tearing out glued-on drywall	69.33 SF	0.31	0.00	0.00	21.49
45. Tear out non-salv. vinyl tile, cut & bag for disp. Cat 3	18.67 SF	1.67	0.00	0.08	31.26
61. Water extraction from hard surface floor - Cat 3 water	18.67 SF	0.00	0.68	0.00	12.70
40. Clean floor - Heavy	18.67 SF	0.00	0.42	0.01	7.85

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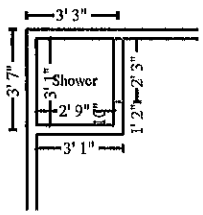
CONTINUED - Linen Closet

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
41. Clean stud wall - Heavy	69.33 SF	0.00	0.72	0.10	50.02
42. Apply plant-based anti-microbial agent	88.00 SF	0.00	0.20	0.25	17.85
Application of anti- microbial in order to clean and sanitize ceramic floor, due to the water, traction and other possible airborne particulates that may have settled.					
43. Air mover (per 24 hour period) - No monitoring	2.50 EA	0.00	24.95	0.00	62.38
One air mover ran for 2.5 days.					
Totals: Linen Closet				1.40	308.14

Shower **Height: 8'**



78.33 SF Walls
86.81 SF Walls & Ceiling
0.94 SY Flooring
11.67 LF Ceil. Perimeter
8.48 SF Ceiling
8.48 SF Floor
9.42 LF Floor Perimeter

Missing Wall - Goes to Floor **2' 3" X 6' 8"** **Opens into BATHROOM**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
68. Water extraction from hard surface floor - Cat 3 water	8.48 SF	0.00	0.68	0.00	5.77
69. Clean floor - Heavy	8.48 SF	0.00	0.42	0.01	3.57
73. Clean foundation wall	18.83 SF	0.00	0.37	0.01	6.98
71. Apply plant-based anti-microbial agent	27.31 SF	0.00	0.20	0.08	5.54
Application of anti- microbial in order to clean and sanitize ceramic floor, due to the water, traction and other possible airborne particulates that may have settled.					
Totals: Shower				0.10	21.86

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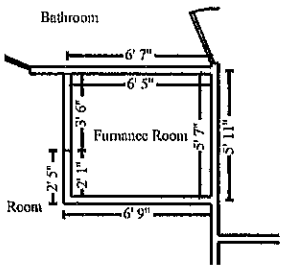
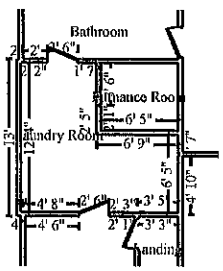


Furnance Room **Height: 8'**

168.67	SF Walls	35.83	SF Ceiling
204.49	SF Walls & Ceiling	35.83	SF Floor
3.98	SY Flooring	20.50	LF Floor Perimeter
24.00	LF Ceil. Perimeter		

Missing Wall - Goes to Floor **3' 6" X 6' 8"** **Opens into LAUNDRY_ROOM**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
79. Water extraction from hard surface floor - Cat 3 water	35.83 SF	0.00	0.68	0.00	24.36
80. Clean floor - Heavy	35.83 SF	0.00	0.42	0.03	15.08
81. Clean stud wall - Heavy	82.00 SF	0.00	0.72	0.11	59.15
82. Apply plant-based anti-microbial agent	117.83 SF	0.00	0.20	0.33	23.90
Application of anti- microbial in order to clean and sanitize ceramic floor, due to the water, traction and other possible airborne particulates that may have settled.					
83. Air mover (per 24 hour period) - No monitoring	2.50 EA	0.00	24.95	0.00	62.38
One air mover ran for 2.5 days.					
Totals: Furnance Room				0.47	184.87



Laundry Room **Height: 8'**

382.00	SF Walls	120.40	SF Ceiling
502.40	SF Walls & Ceiling	120.40	SF Floor
13.38	SY Flooring	47.17	LF Floor Perimeter
50.67	LF Ceil. Perimeter		

Missing Wall - Goes to Floor **3' 6" X 6' 8"** **Opens into FURNANCE_ROO**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
85. Tear out wet drywall, cleanup, bag, per LF - to 4' - Cat 3	16.00 LF	5.28	0.00	0.69	85.17
86. Add-on cost for tearing out glued-on drywall	64.00 SF	0.31	0.00	0.00	19.84
16 linear feet with a height of 4 feet.					
94. Tear out wet paneling, bag for disposal - Cat 3	32.00 SF	0.61	0.00	0.18	19.70
8 linear feet with a 4 foot height.					

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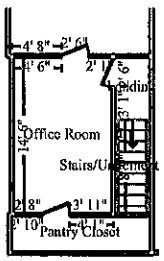
CONTINUED - Laundry Room

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
89. Water extraction from hard surface floor - Cat 3 water	120.40 SF	0.00	0.68	0.00	81.87
90. Clean floor - Heavy	120.40 SF	0.00	0.42	0.08	50.65
91. Clean stud wall - Heavy	188.67 SF	0.00	0.72	0.26	136.10
92. Apply plant-based anti-microbial agent	309.06 SF	0.00	0.20	0.87	62.68
Application of anti- microbial in order to clean and sanitize ceramic floor, due to the water, traction and other possible airborne particulates that may have settled.					
93. Air mover (per 24 hour period) - No monitoring	10.00 EA	0.00	24.95	0.00	249.50
Four air movers ran for 2.5 days.					
Totals: Laundry Room				2.08	705.51



Office Room **Height: 8'**

377.33 SF Walls
509.04 SF Walls & Ceiling
14.63 SY Flooring
47.17 LF Ceil. Perimeter
131.71 SF Ceiling
131.71 SF Floor
47.17 LF Floor Perimeter

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
105. Tear out baseboard and bag for disposal - up to Cat 3	47.17 LF	0.70	0.00	0.56	33.58
98. Tear out wet drywall, cleanup, bag, per LF - to 4' - Cat 3	47.17 LF	5.28	0.00	2.05	251.11
99. Add-on cost for tearing out glued-on drywall	188.67 SF	0.31	0.00	0.00	58.49
96. Tear out wet non-salv. gluedn. cpt, cut/bag - Cat 3 water	131.71 SF	1.05	0.00	0.55	138.85
108. Countertop - flat laid plastic laminate - Detach	11.00 LF	0.00	4.42	0.00	48.62
107. Cabinet - lower (base) unit - Detach	11.00 LF	0.00	13.66	0.00	150.26
100. Water extraction from hard surface floor - Cat 3 water	131.71 SF	0.00	0.68	0.00	89.56
101. Clean floor - Heavy	131.71 SF	0.00	0.42	0.09	55.41
102. Clean stud wall - Heavy	188.67 SF	0.00	0.72	0.26	136.10
103. Apply plant-based anti-microbial agent	320.38 SF	0.00	0.20	0.90	64.98

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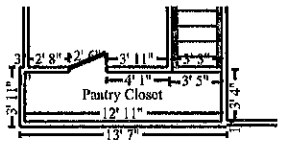
CONTINUED - Office Room

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
Application of anti- microbial in order to clean and sanitize ceramic floor, due to the water, traction and other possible airborne particulates that may have settled. Which includes the Floor, Studs and 24 SF of Fireplace.					
104. Air mover (per 24 hour period) - No monitoring	7.50 EA	0.00	24.95	0.00	187.13
Three air movers ran for 2.5 days.					
106. Dehumidifier (per 24 hour period) - XLarge - No monitoring	2.50 EA	0.00	101.25	0.00	253.13
One Dehu ran for 2.5 days.					
Totals: Office Room				4.41	1,467.22



Pantry Closet **Height: 8'**

259.11 SF Walls	41.98 SF Ceiling
301.09 SF Walls & Ceiling	41.98 SF Floor
4.66 SY Flooring	32.33 LF Floor Perimeter
32.33 LF Ceil. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
110. Tear out wet drywall, cleanup, bag, per LF - to 2' - Cat 3	32.33 LF	3.70	0.00	0.70	120.32
121. Tear out wet drywall, cleanup, bag - Cat 3	32.33 SF	0.99	0.00	0.34	32.35
Tear out drywall above 2 feet and this the additional drywall that was removed after 2 foot cut. There's no code for a 3 foot cut and needed to do PF*1 due to the extra foot removed.					
111. Add-on cost for tearing out glued-on drywall	129.33 SF	0.31	0.00	0.00	40.09
115. Water extraction from hard surface floor - Cat 3 water	41.98 SF	0.00	0.68	0.00	28.55
116. Clean floor - Heavy	41.98 SF	0.00	0.42	0.03	17.66
117. Clean stud wall - Heavy	97.00 SF	0.00	0.72	0.14	69.98
118. Apply plant-based anti-microbial agent	138.98 SF	0.00	0.20	0.39	28.19
Application of anti- microbial in order to clean and sanitize ceramic floor, due to the water, traction and other possible airborne particulates that may have settled. Which includes the Floor, Studs and 24 SF of Fireplace.					
119. Air mover (per 24 hour period) - No monitoring	5.00 EA	0.00	24.95	0.00	124.75
Two air movers ran for 2.5 days.					
Totals: Pantry Closet				1.60	461.89

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(224) 333-1300
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Total: Main Level	31.51	9,552.02
Line Item Totals: MAXINE_TURNER	**31.51**	**9,552.02**

Grand Total Areas:

3,220.18	SF Walls	1,091.14	SF Ceiling	4,311.32	SF Walls and Ceiling
1,119.86	SF Floor	124.43	SY Flooring	393.55	LF Floor Perimeter
0.00	SF Long Wall	0.00	SF Short Wall	416.92	LF Ceil. Perimeter
1,119.86	Floor Area	1,186.33	Total Area	2,837.78	Interior Wall Area
1,299.00	Exterior Wall Area	144.33	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		

PAULDAVIS **Paul Davis**

649 S. Vermont Street
Palatine, Illinois 60067
(224) 333-1300
Tax ID: 45-4081334

Summary for Dwelling

Line Item Total	9,520.51
Material Sales Tax	31.51
Replacement Cost Value	**$9,552.02**
Net Claim	**$9,552.02**

Wayne Merlino
Estimator

PAUDAVIS **Paul Davis**

649 S. Vermont Street
Palatine, Illinois 60067
(224) 333-1300
Tax ID: 45-4081334

Recap of Taxes

	Material Sales Tax (7%)
Line Items	31.51
Total	**31.51**

PAUDAVIS Paul Davis

649 S. Vermont Street
Palatine, Illinois 60067
(224) 333-1300
Tax ID: 45-4081334

Recap by Room

Estimate: MAXINE_TURNER

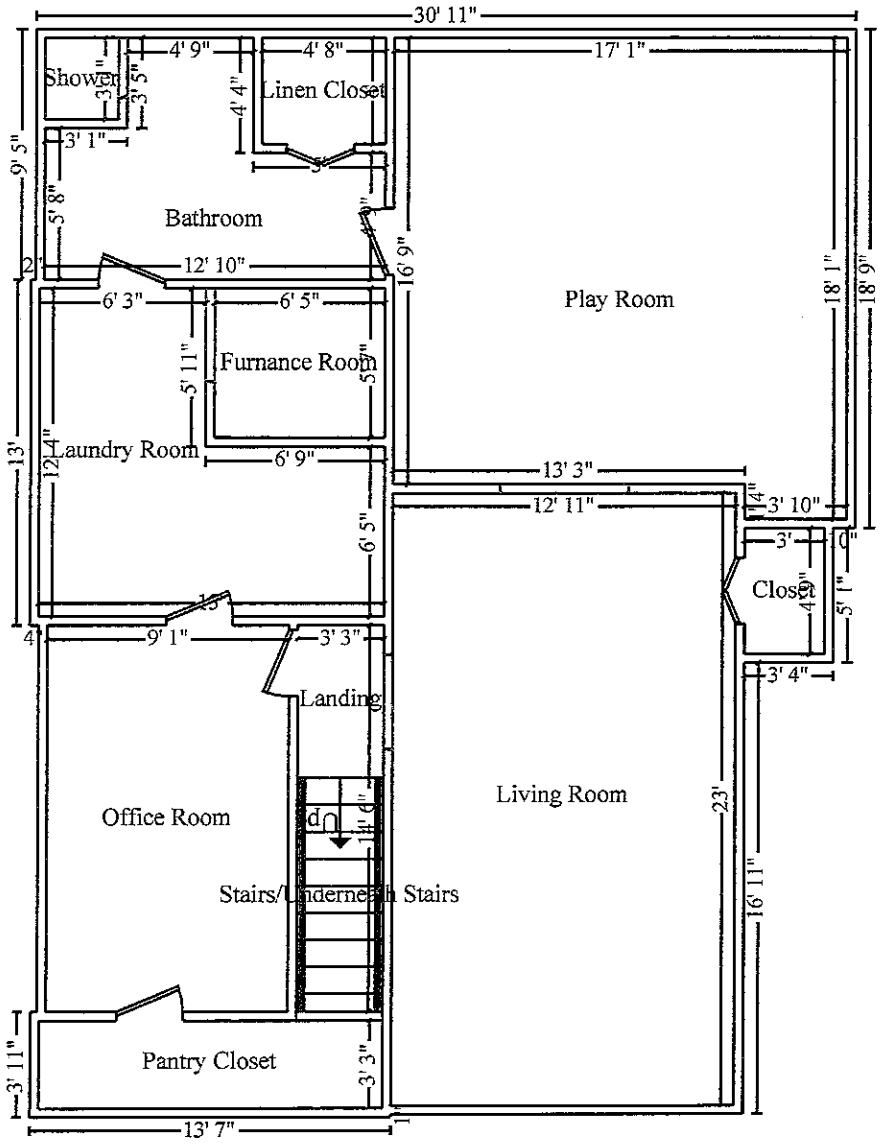
Area: Main Level	**897.14**	**9.42%**
Stairs/Underneath Stairs	**425.90**	**4.47%**
Landing	**212.20**	**2.23%**
Living Room	**1,632.08**	**17.14%**
Closet	**283.04**	**2.97%**
Play Room	**2,201.60**	**23.12%**
Bathroom	**729.12**	**7.66%**
Linen Closet	**306.74**	**3.22%**
Shower	**21.76**	**0.23%**
Furnance Room	**184.40**	**1.94%**
Laundry Room	**703.43**	**7.39%**
Office Room	**1,462.81**	**15.36%**
Pantry Closet	**460.29**	**4.83%**
Area Subtotal: Main Level	**9,520.51**	**100.00%**
Subtotal of Areas	**9,520.51**	**100.00%**
Total	**9,520.51**	**100.00%**

PAULDAVIS Paul Davis

649 S. Vermont Street
Palatine, Illinois 60067
(224) 333-1300
Tax ID: 45-4081334

Recap by Category

Items	Total	%
CLEANING	1,525.80	15.97%
CONTENT MANIPULATION	259.16	2.71%
GENERAL DEMOLITION	3,456.45	36.19%
MARBLE - CULTURED OR NATURAL	34.09	0.36%
WATER EXTRACTION & REMEDIATION	4,245.01	44.44%
Subtotal	9,520.51	99.67%
Material Sales Tax	31.51	0.33%
Total	9,552.02	100.00%


30' 11"
Shower
4' 9"
4' 8"
Linen Closet
17' 1"
3' 1"
3' 5"
4' 4"
9' 5"
3' 1"
5' 8"
Bathroom
12' 10"
16' 9"
Play Room
18' 1"
18' 9"
6' 3"
6' 5"
Furnance Room
5' 11"
5' 5"
13'
12' 4"
Laundry Room
6' 9"
13' 3"
12' 11"
3' 10"
3'
10"
6' 5"
Closet
4' 9"
5' 1"
9' 1"
3' 3"
3' 4"
Landing
Office Room
Living Room
23'
Stairs/Underneath Stairs
16' 11"
3' 11"
Pantry Closet
3' 3"
13' 7"

N

Main Level

Items Paid Out of Pocket as of 8-18	Paul Davis (Clean up sewage)	9,552.02
	Radon Concepts (Hot Water Heater)	1,200.00
	S2 Roll-offs, LLC (2 roll-offs)	696.40
	Allied Appliances (5 Appliances)	4,587.87
	Fremont Dept of Utilities	170.49
	Refinish Basement (Materials + Labor)	20,000.00
	Loss Inventory Attached	24,229.52

Loss Inventory

Unsubmitted

Item Description	Brand or Manufacturer	Model Number	Qty Lost	Item Age	Cost to Replace Pre-tax (each)	Place Where Purchased/Obtained	Condition	Room	
Built in Stereo Cabinet (Records/Radio)			1	45yr/0mo	$1,000.00		Average	Family Room	1,000.00
Chair - Recliner - Leather		16112-89	1	20yr/0mo	$929.00	Krasne's	Average	Family Room	929.00
Sofa - Couch - Leather		16112-086	1	20yr/0mo	$1,739.00	Krasne's	Above Average	Family Room	1739.00
Loveseat - Leather		16112-087	1	20yr/0mo	$1,739.00	Krasne's	Above Average	Family Room	1739.00
Overstuffed Chair - Leather		16112-018	1	20yr/0mo	$1,099.00	Krasne's	Above Average	Family Room	1099.00
Table - End (glass tops)		1108-180	2	20yr/0mo	$529.00	Krasne's	Above Average	Family Room	1058.00
Table - Occasional / Cocktail(glass top - square)		1108-181	1	20yr/0mo	$859.00	Krasne's	Above Average	Family Room	859.00
Table - Occasional / Coffee (sofa table)		1137-112	1	20yr/0mo	$529.00	Krasne's	Above Average	Family Room	529.00
TV Stand swivel (2 door cabinet underneath)		453-6132	1	10yr/0mo	$349.00	Menards	Above Average	Family Room	349.00
Refrigerator - Dorm Size 1 yard tall	Whirlpool	GW504	1	5yr/0mo	$550.00	✓Rec'd pd.	Above Average	Family Room	
Corner Cabinet w/Lazy Susan inside		479-3089	1	20yr/0mo	$274.00		Above Average	Family Room	274.00
Bar Napkins			3000	45yr/0mo	$0.01		Average	Family Room	30.00
Wine Coolers	Seagrams		12	1yr/0mo	$4.99	Dave's Drive In	Above Average	Family Room	59.88
Canadian Club Whiskey			4	40yr/0mo	$23.82		Above Average	Family Room	95.28
Tequila with Worm			1	10yr/0mo	$14.99		Above Average	Family Room	14.99
8 x 12 Snow with Snowmen	Home Interiors		1	5yr/0mo	$39.99	Karen Parr	Above Average	Family Room	39.99
12 x 12 Green Frame with Snowmen	Home Interiors		1	5yr/0mo	$59.99	Karen Parr	Above Average	Family Room	59.99
24 x 30 Tea Set Picture	Home Interiors		1	5yr/0mo	$149.99	Karen Parr	Above Average	Family Room	149.99
12 x 14 Snowmen w/ Merry Heart	Home Interiors		1	5yr/0mo	$59.99	Karen Parr	Above Average	Family Room	59.99
12 x 12 Santa	Home Interiors		1	5yr/0mo	$59.99	Karen Parr	Above Average	Family Room	59.99
18 x 20 Snowman (Inside/Outside)	Home Interiors		1	5yr/0mo	$119.99	Karen Parr	Above Average	Family Room	119.99
Snowbabies Snow Globe			1	5yr/0mo	$50.00	L & L Gifts	Above Average	Family Room	50.00
Snowbabies Musical Boxes			2	5yr/0mo	$50.00	L & L Gifts	Above Average	Family Room	100.00
Texaco Ertl Bank 1935 Dodge 3 Ton Platform Truck			1	1yr/0mo	$44.95		New	Game Room	44.95
Texaco 1960 Mack B-61 Wrecker			1	1yr/0mo	$49.00		New	Game Room	49.00
Texaco Resin Hat Sets			2	1yr/0mo	$59.00		New	Game Room	118.00
Samsonite 2 pc Hardside Set Luggage	Samsonite		1	5yr/2mo	$144.88		Average	Closet	144.88
High Sierra Duffel Wheeled Bag	High Sierra		1	3yr/2mo	$69.98		Above Average	Closet	69.98
6 Shelf Oak Book Cases			1	20yr/0mo	$231.39		Above Average	Office	231.39
VHS Disney Classic Movies	Disney		6	15yr/0mo	$8.99		Above Average	Family Room	53.94
VHS Disney Masterpiece Movies	Disney		5	13yr/0mo	$8.99		Above Average	Family Room	44.95
VHS Disney Movies	Disney		12	13yr/0mo	$8.99		Average	Family Room	107.88
									11432.89

Variety VHS Movies			11	13yr/0mo	$6.99		Average	Family Room	76.89
Elvis VHS Movies			1	25yr/0mo	$8.99		Above Average	Family Room	8.99
Mr. & Mrs. Snowman People 18" Tall			1	5yr/0mo	$20.99		Average	Closet	20.99
24" Texaco Standing Teddy Bear			1	1yr/0mo	$35.00		New	Game Room	35.00
Texaco Pump Ornament			1	1yr/0mo	$19.95		New	Game Room	19.95
1998 Filling Station (Village Set)			1	1yr/0mo	$49.00		New	Game Room	49.00
1953 Texaco Chevy Tanker			1	1yr/0mo	$19.95		New	Game Room	19.95
1955 Texaco Diamond T Full Rack Stake Truck			1	1yr/0mo	$49.00		New	Game Room	49.00
1996 Texaco Oaklawn Filling Station (Village Set)			1	1yr/0mo	$64.99		New	Game Room	64.99
1955 Texaco Diamond Wrecker Day & Night Towing			1	1yr/0mo	$39.95		New	Game Room	39.95
1997 Texaco Fire Chief Tanker Truck			2	1yr/0mo	$49.00		New	Game Room	98.00
1958 Texaco GMC Stake Truck			1	1yr/0mo	$45.00		New	Game Room	45.00
1940 Texaco Inspection Car Ford Coupe			1	1yr/0mo	$39.99		New	Game Room	39.99
1960 Texaco Mack B-61 Tow Truck Express			1	1yr/0mo	$64.99		New	Game Room	64.99
1917 Texaco Maxwell Touring Car			1	1yr/0mo	$14.99		New	Game Room	14.99
Texaco Blimp Black			2	1yr/0mo	$44.99		New	Game Room	89.98
1949 Texaco #13 White Tilt Cab Truck			1	1yr/0mo	$14.99		New	Game Room	14.99
1998 Texaco Golf Cart Bank			1	1yr/0mo	$29.00		New	Game Room	29.00
1953 #3 Ford C-600 with Tanker Star Enterprise			1	1yr/0mo	$19.99		New	Game Room	19.99
1915 Texaco Chevy Panel Fuel Delivery			1	1yr/0mo	$25.00		New	Game Room	25.00
Texaco Cast Iron Tow Truck			1	1yr/0mo	$15.00		New	Game Room	15.00
Texaco Plush Dalmation Pilot Dog			1	1yr/0mo	$19.95		New	Game Room	19.95
Texaco Plush Dalmation Fire Dog			1	1yr/0mo	$19.99		New	Game Room	19.99
Texaco 1920 Coin Bank 12" Fire Chief Fuel Pump			2	1yr/0mo	$12.99		New	Game Room	25.98
Texaco Racing International Tow Truck 4400 Jer Dan			1	1yr/0mo	$54.99		New	Game Room	54.99
1957 Texaco International Aviation Refueler			1	1yr/0mo	$29.95		New	Game Room	29.95
1950 Texaco Coin Bank Fuel Pump			5	1yr/0mo	$12.99		New	Game Room	64.95
1945 Texaco Pickup			1	1yr/0mo	$27.00		New	Game Room	27.00
Texaco Pedal Car & Matching Ornament Set			1	1yr/0mo	$12.00		New	Game Room	12.00
Texaco 6 pack cooler			5	1yr/0mo	$12.99		New	Game Room	64.95
Texaco Fanny Pack			1	1yr/0mo	$4.99		New	Game Room	4.99
Texaco Dale Jarrett T-Bird Bank			1	1yr/0mo	$19.99		New	Game Room	19.99
Texaco 4160 Series Dome Tank Car Train Car			1	1yr/0mo	$17.97		New	Game Room	17.97
Texaco 1996 Funny Car			1	1yr/0mo	$25.95		New	Game Room	25.95
Texaco 1934 Diamond T Tanker Doodle Bug Bank Car			1	1yr/0mo	$24.95		New	Game Room	24.95
Texaco 10th Anniversary Pin Set			1	1yr/0mo	$10.00		New	Game Room	10.00
Texaco Olympic Game Pin Set			1	1yr/0mo	$10.95		New	Game Room	10.95
Texaco 1920 Texaco Service Station Dallas			1	1yr/0mo	$18.99		New	Game Room	18.99
Texaco Dalmation t-shirt XL			1	1yr/0mo	$18.49		New	Game Room	18.49
Davey Allison Wall Clock 12 x 24			1	1yr/0mo	$29.95		New	Game Room	29.85
									1343.53

Texaco 1936 Dodge Panel Van			1	1yr/0mo	$22.95		New	Game Room	22.95
Texaco 1996 Matel Dodge Delivery			1	1yr/0mo	$18.00		New	Game Room	18.00
Texaco 1949 Pedal Car Wrecker Set			1	1yr/0mo	$27.99		New	Game Room	27.99
Texaco 1948 Ford F-1 Pickup Special Edition			1	1yr/0mo	$16.49		New	Game Room	16.49
Tatting String - 216 yards			7	3yr/0mo	$5.99		Average	Office	41.93
Tatting String - 250 yards			4	3yr/0mo	$1.99		Average	Office	7.96
Tatting String - 400 yards			2	3yr/0mo	$2.99		Average	Office	5.98
Yarn Ball 2" Diameter			5	1yr/0mo	$2.29		Average	Office	11.45
Yarn Ball 4" Diameter			10	1yr/0mo	$1.99		Average	Office	39.60
Yarn Balls 6" Diameter			13	1yr/0mo	$2.99		Average	Office	116.22
Yarn Skeen - Full			4	1yr/0mo	$5.49		New	Office	21.96
Yarn Skeen - Medium			44	1yr/0mo	$1.99		New	Office	174.24
Plaid One Stoke Painting Magazines			17	2yr/0mo	$8.99		Above Average	Office	152.83
Martha Stewart Crafts			1	4yr/0mo	$5.99		Above Average	Office	5.99
Notecards (4 cards with envelopes)			2	4yr/0mo	$2.99		New	Office	5.98
Accent Rubs			1	2yr/0mo	$2.47		New	Office	2.47
Adhesive Stnecils			1	1yr/0mo	$3.99		New	Office	3.99
Glass Etching			1	2yr/0mo	$4.99		New	Office	4.99
Rose Bud Vases			2	1yr/0mo	$2.99		Average	Office	5.98
Paper Ribbon			2	5yr/0mo	$4.70		Average	Office	9.40
Yarn Skeens for Scarfs			10	1yr/0mo	$6.99		New	Office	69.90
Wood Beads			1	5yr/0mo	$5.00		Average	Office	5.00
Wood Glue			1	1yr/0mo	$1.69		Average	Office	1.69
Paint Sponge			1	2yr/0mo	$3.99		Average	Office	3.99
Wood Cutouts			3	1yr/0mo	$2.00		New	Office	6.00
Wood Cutouts			1	1yr/0mo	$1.29		New	Office	1.29
Small Animal Bells			10	2yr/0mo	$2.39		New	Office	23.90
Large Animal Bells			4	2yr/0mo	$3.79		New	Office	15.16
Teddy Bears			4	5yr/0mo	$10.00		New	Office	40.00
Cross Stitch Package			2	1yr/0mo	$0.97		New	Office	1.94
Crafted Earrings			1	2yr/0mo	$2.97		New	Office	2.97
Wiltons Icing Colors 12 pack			1	1yr/0mo	$14.99		Average	Office	14.99
Wood Watermelon			2	5yr/0mo	$2.79		New	Office	5.58
Wood Plates - small			5	3yr/0mo	$0.99		New	Office	4.95
Sparkle Gift Wrap			5	3yr/0mo	$0.99		New	Office	4.95
Wood Star			1	2yr/0mo	$1.70		New	Office	1.70
Wood Sleigh			1	2yr/0mo	$9.99		New	Office	9.99
Wood Plate - large			1	2yr/0mo	$2.99		New	Office	2.99
Wood Shelves			1	2yr/0mo	$8.50		Average	Office	8.50
Artificial Snow			1	1yr/0mo	$4.99		Average	Office	4.99
									903.93

Baby Quilts			3	1yr/0mo	$30.63		New	Office	91.89
Hooded Bath Towel			1	1yr/0mo	$16.99		New	Office	16.99
Burp Towel Sets			6	1yr/0mo	$3.98		New	Office	23.88
Notecards (15 with envelopes)			2	1yr/0mo	$4.99		New	Office	9.98
DMC Skeens thread			20	1yr/0mo	$0.53		New	Office	10.60
Eculuptus Bundles			2	1yr/0mo	$2.27		New	Office	4.54
Static			2	3yr/0mo	$3.49		New	Office	6.98
Dried Rose Buds			2	3yr/0mo	$3.49		New	Office	6.98
Tea Towels - Completed			23	0yr/3mo	$4.30		New	Office	98.90
Wilton Round Cake Boards			7	1yr/0mo	$3.20		New	Office	22.40
Wilton Paper Doileys			2	1yr/0mo	$1.99		New	Office	3.98
Wilton Rectangle Cake Boards			6	1yr/0mo	$5.99		New	Office	35.94
Cloth Snowman - 18 inches tall			9	2yr/0mo	$9.99		New	Office	89.91
Mint Molds - small			6	1yr/0mo	$1.99		Above Average	Office	11.94
Silver Quilted Fabric - 1 yards			5	2yr/0mo	$5.08		New	Office	25.40
Green Shamrock Fabric - 1 yard			2	0yr/4mo	$2.64		New	Office	5.28
Irredescent Ribbon 2" wide			6	1yr/0mo	$1.97		New	Office	11.82
Necklaces			4	1yr/0mo	$4.00		New	Office	16.00
Stuffed Rabbit			1	5yr/0mo	$2.99		Above Average	Office	2.99
Floral Arrangement Cards & Envelopes			75	1yr/0mo	$0.10		Above Average	Office	7.50
Mini Baking Party Cups			8	1yr/0mo	$1.99		New	Office	15.92
Straws			1	2yr/0mo	$0.99		New	Office	.99
Eucalyptus Swag			1	4yr/0mo	$6.99		New	Office	6.99
Paint & Press			1	1yr/0mo	$3.00		New	Office	3.00
Poly Fill Box (24 oz.)			1	1yr/0mo	$24.00		New	Office	24.00
Small Santa Tins			8	2yr/0mo	$1.00		New	Office	8.00
Medium Santa Tins			5	2yr/0mo	$1.30		New	Office	6.50
Large Santa Tins			5	2yr/0mo	$1.50		New	Office	7.50
Sparking String			1	5yr/0mo	$6.99		Average	Office	6.99
Silk Easter Lily Arrangement			1	1yr/0mo	$9.99		Average	Office	9.99
Peat Moss - Large Box			1	3yr/0mo	$29.35		Above Average	Office	29.35
Painting Canvas 8 x8 inches			3	1yr/0mo	$5.99		New	Office	17.97
Painting Canvas 11 x 14 inches			1	1yr/0mo	$12.99		New	Office	12.99
3 pack Canvas Panals 6 x 8 inches			2	1yr/0mo	$11.39		New	Office	22.78
Sketching Board			1	1yr/0mo	$8.15		Above Average	Office	8.15
Sketching Paper Pad 18 x 24 inches			1	1yr/0mo	$14.38		Above Average	Office	14.38
Wooden Plate - Large			1	1yr/0mo	$7.99		New	Office	7.99
Hot Pad			1	2yr/0mo	$1.30		New	Office	1.30
Wooden Bunnies			6	1yr/0mo	$1.00		New	Office	6.00
Quilt Binding 300 yards			53	1yr/0mo	$2.99		Above Average	Office	158.47
									873.16

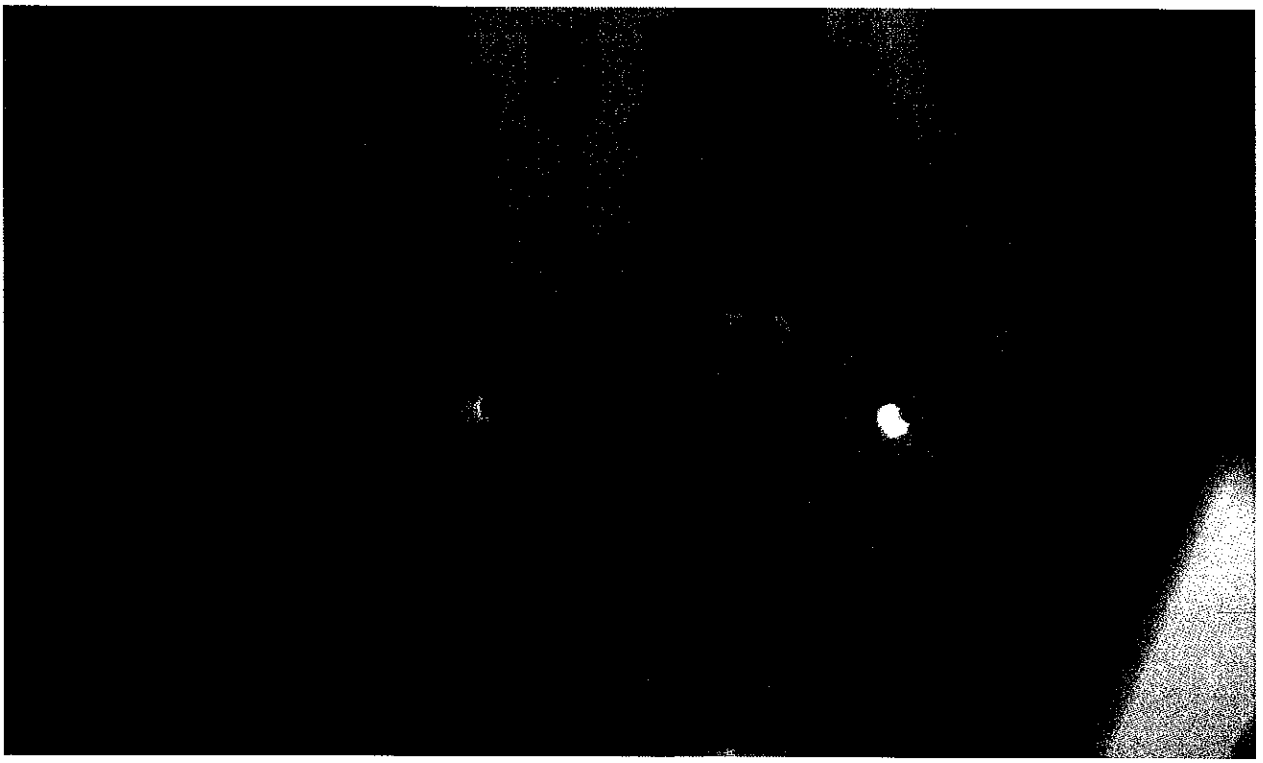
Go Big Red Ribbon Spool			1	1yr/0mo	$11.50		Above Average	Office	11.50
Ribbon			10	1yr/0mo	$8.00		Above Average	Office	80.00
White Fabric			1	0yr/6mo	$3.00		Above Average	Office	3.00
Interface			1	0yr/6mo	$2.00		Above Average	Office	2.00
Crafty Wax Blocks			3	1yr/0mo	$2.47		Above Average	Office	7.41
Candle Gel			1	1yr/0mo	$6.99		New	Office	6.99
Ribbon			2	2yr/0mo	$2.59		New	Office	5.18
Candle Cups			2	1yr/0mo	$2.99		New	Office	5.98
Sewing Machine			1	20yr/0mo	$30.00		Average	Office	30.00
Zippers			20	5yr/0mo	$1.99		New	Office	39.80
Knitting Book - 365 Stiches			1	1yr/0mo	$19.99		New	Office	19.99
Wooden Powder Boxes 3 1/4 x 3 1/4 x 3 1/4			2	2yr/0mo	$0.99		New	Office	1.98
Dry Foam Bricks			3	1yr/0mo	$2.99		New	Office	8.97
Wire Cutters			1	1yr/0mo	$8.00		Average	Office	8.00
Beaded Angels			2	2yr/0mo	$5.96		Above Average	Office	11.92
Beaded Spider Kits			2	2yr/0mo	$4.96		New	Office	9.92
Craft Sticks 150 count package			1	1yr/0mo	$2.99		New	Office	2.99
White Pillar Candles			14	1yr/0mo	$7.99		New	Office	111.86
Blue Pillar Candles			20	1yr/0mo	$5.99		New	Office	119.80
Leather Bird House Straps			8	10yr/0mo	$0.50		Average	Office	4.00
Ghiradelli Candy Making Chocolates 2.5 pounds			3	0yr/4mo	$9.00		New	Office	27.00
Sculpt It			1	0yr/6mo	$12.99		New	Office	12.99
Quilters Piece Stencils			2	1yr/0mo	$2.99		New	Office	5.98
Start to Quilt Kit			1	1yr/0mo	$19.99		New	Office	19.99
Stencil Paint			1	2yr/0mo	$1.00		New	Office	1.00
Quilting Piece Bundles			3	1yr/0mo	$5.99		New	Office	17.97
Charm Quilt Templates			1	1yr/0mo	$4.99		New	Office	4.99
Extra Thick Plastic Templates			1	1yr/0mo	$4.99		New	Office	4.99
Learning to Quilt Book			1	1yr/0mo	$9.95		New	Office	9.95
Bias Tape Makers			1	1yr/0mo	$7.99		New	Office	7.99
Wooden Doll Kit			1	3yr/0mo	$15.98		New	Office	15.98
Wicker Plates			2	5yr/0mo	$0.50		New	Office	1.00
Wicker Brooms			5	5yr/0mo	$1.50		New	Office	7.50
Floral Ribbon			15	2yr/0mo	$2.00		Above Average	Office	30.00
Floral Ribbon			11	2yr/0mo	$3.00		Above Average	Office	33.00
Floral Ribbon			8	2yr/0mo	$4.00		Above Average	Office	32.00
Floral Ribbon			8	2yr/0mo	$6.00		Above Average	Office	48.00
Floral Ribbon			6	2yr/0mo	$7.00		Above Average	Office	42.00
Floral Ribbon			6	2yr/0mo	$8.00		Above Average	Office	48.00
Floral Ribbon			8	2yr/0mo	$9.00		Above Average	Office	72.00
									933.62

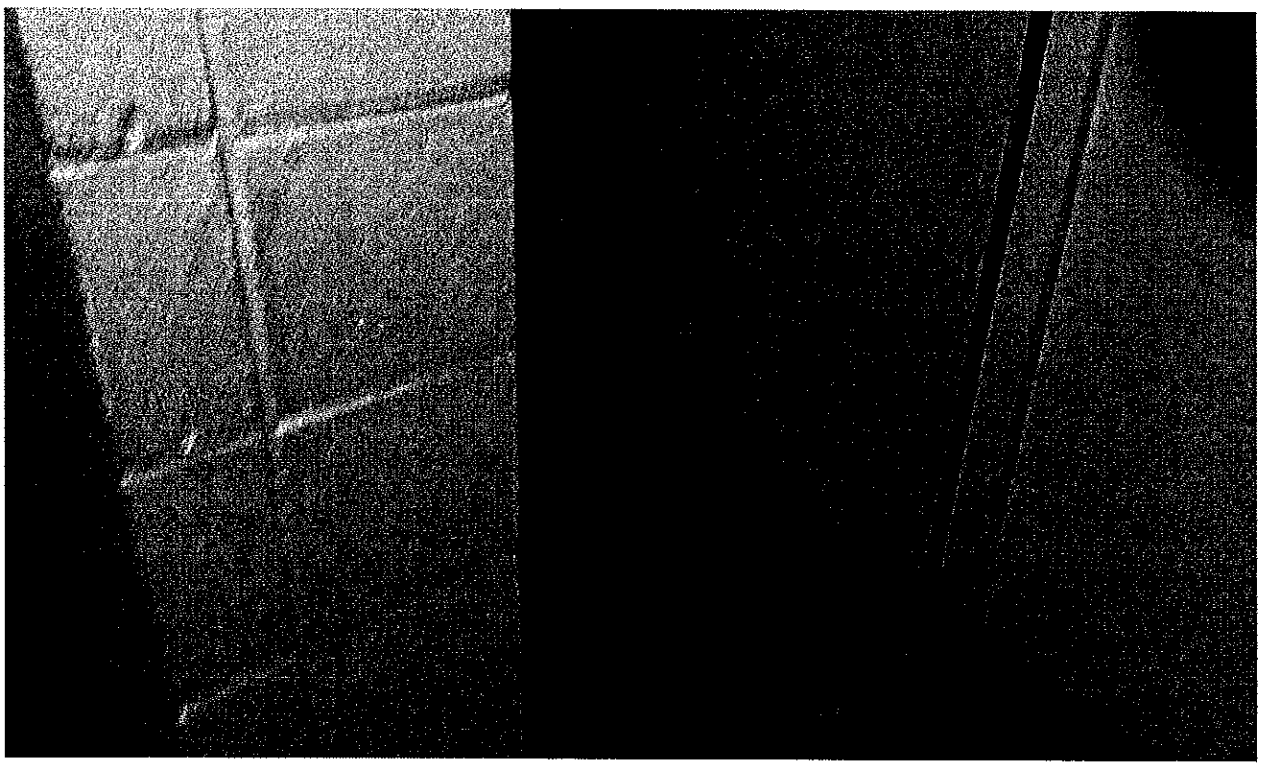
Floral Ribbon			9	2yr/0mo	$10.00		Above Average	Office	90.00
Countdown to Christmas			1	1yr/0mo	$4.99		New	Office	4.99
Vellum Paper 50 Sheet Pad 18 x 24 inches			1	1yr/0mo	$35.99		Above Average	Office	35.99
Flour Sack Packs			3	0yr/6mo	$2.50		New	Office	7.50
Quilting Fabric			1	1yr/0mo	$15.00		New	Office	15.00
Summer Coating pound beige			2	1yr/0mo	$2.89		New	Office	5.78
Wilton Candy Melts			3	1yr/0mo	$2.46		New	Office	7.38
Wilton Candy Melts			1	1yr/0mo	$2.50		New	Office	2.00
Cheerios 12 oz.			1	0yr/3mo	$2.99		New	Laundry Room	2.99
Toll House Ultimate Turtle Cookies			2	0yr/2mo	$3.99		New	Laundry Room	7.98
Toll House Ultimate Peanut Butter Loves			1	0yr/2mo	$3.99		New	Laundry Room	3.99
Rold Gold Rods Pretzels			2	0yr/2mo	$2.00		New	Laundry Room	4.00
Blueberries			6	1yr/0mo	$3.49		New	Laundry Room	20.94
Sea Cuisine Potatoe Crusted od 10 oz			1	0yr/4mo	$7.99		New	Laundry Room	7.99
Frozen Zuchinni			16	0yr/9mo	$1.59		New	Laundry Room	25.44
Sara Lee Cherry Pie			1	0yr/5mo	$6.99		New	Laundry Room	6.99
Stawberries			2	0yr/2mo	$3.47		New	Laundry Room	6.94
Hy-Vee Sweet Smoke Bacon			4	0yr/2mo	$4.99		New	Laundry Room	19.96
Ground Chuck Patties 85 % Lean (5 in package)			1	0yr/2mo	$10.00		New	Laundry Room	10.00
Rhubarb			1	0yr/1mo	$2.99		New	Laundry Room	2.99
Sea Best Cooked Shrimp 51 - 60 count			1	0yr/1mo	$8.99		New	Laundry Room	8.99
Sara Lee Bagel (6 count)			1	0yr/1mo	$2.29		New	Laundry Room	2.29
Hormel Little Sizzlers			5	0yr/4mo	$2.29		New	Laundry Room	11.45
Jimmy Dean Sausage Roll			1	0yr/1mo	$4.39		New	Laundry Room	4.39
Fresh Pork Loin			2	0yr/2mo	$2.00		New	Laundry Room	4.00
Squash			8	0yr/1mo	$1.59		New	Laundry Room	12.72
Garlic Bread Loaf			1	0yr/1mo	$3.99		New	Laundry Room	3.99
Cranberries			4	0yr/6mo	$2.00		New	Laundry Room	8.00
Lemonade			3	0yr/6mo	$1.99		New	Laundry Room	5.97
Chicken Breast (4 in package)			1	0yr/2mo	$10.69		New	Laundry Room	10.69
Raspberries			4	0yr/5mo	$3.98		New	Laundry Room	15.92
Minute Maid Rice 28 oz.			1	0yr/7mo	$4.39		New	Laundry Room	4.39
Bisquick (1/2 a box) 2 pound 8 ounces			1	0yr/7mo	$3.99		New	Laundry Room	3.99
Girl Scout Lemonade Cookies			1	0yr/5mo	$4.00		New	Laundry Room	4.00
Butterscotch Nestle Morssels			6	0yr/7mo	$1.26		New	Laundry Room	7.56
Raspberry Jam Pints			7	1yr/0mo	$2.99		New	Laundry Room	20.93
Blackberry Jam Pints			10	1yr/0mo	$2.48		New	Laundry Room	24.80
Strawberry Jam			8	1yr/0mo	$2.48		New	Laundry Room	19.84
Cherry Jam			9	1yr/0mo	$2.48		New	Laundry Room	22.32
Peach Jam			3	1yr/0mo	$2.48		New	Laundry Room	7.44
									703.72

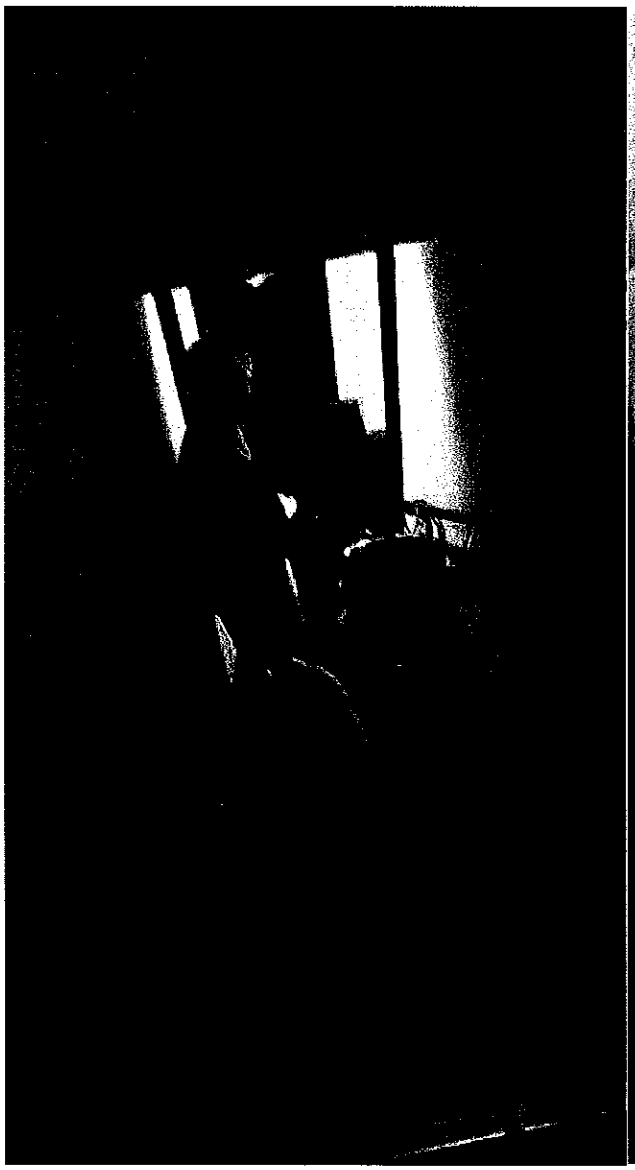
Carpet			1	40yr/0mo	$3,987.36	✓	Average	Family Room	
Carpet			1	40yr/0mo	$3,987.36	✓	Average	Game Room	
Cabinet - Built in for Toy Collection			1	12yr/0mo	$5,000.00		Average	Game Room	5000.00
Gun Case			1	45yr/0mo	$199.00		Average	Game Room	199.00
Book Case		43000	1	1yr/0mo	$16.99		Average	Game Room	16.99
Vanity Sink		695-6845	1	30yr/0mo	$884.98		Average	Bathroom	884.98
Cabinet			1	20yr/0mo	$209.00		Average	Bathroom	209.00
Toilet			1	30yr/0mo	$385.00	✓	Average	Bathroom	
Bookcases		43010	3	20yr/0mo	$27.00		Average	Office	27.00
Cabinet			1	15yr/0mo	$269.00		Average	Office	269.00
Cabinet		4793009	1	15yr/0mo	$269.00		Average	Office	269.00
Cabinet		43000	1	10yr/0mo	$16.99		Average	Family Room	16.99
Safe - Waterproof & Fireproof		480-8848	1	10yr/0mo	$399.99		Average	Office	399.99
Texaco 1960 Model B-61 Mack Truck			3	1yr/0mo	$38.99		New	Game Room	116.97
Texaco International Straight Truck			1	1yr/0mo	$34.98		New	Game Room	34.98
Texaco 18" Texaco Bear			1	1yr/0mo	$26.15		New	Game Room	26.15
Texaco R-Model Fuel Tanker			1	1yr/0mo	$70.98		New	Game Room	70.98
Texaco 1902 - 1997 Celebrating 95 years Collectors Train Set			1	1yr/0mo	$119.99		New	Game Room	119.99
Menards Indy Racer			1	15yr/0mo	$15.99		New	Game Room	15.99
Texaco Fire Chief Car & Helmet 6"			1	1yr/0mo	$14.95		New	Game Room	14.95
Texaco F-100 Delivery Van 1:18 Scale			1	1yr/0mo	$25.83		New	Game Room	25.83
GMC Budweiser Series 950 Coin Bank			1	1yr/0mo	$20.00		New	Game Room	20.00
Texaco Small Gas Pump 1920 Style			1	1yr/0mo	$14.95		New	Game Room	14.95
Texaco 1939 Chevy Panel Van (matchbox size)			1	1yr/0mo	$8.99		New	Game Room	8.99
Washer	LAT9334AAE	AO4061515KY	1	20yr/0mo	$549.00	✓	Average	Laundry Room	
Dryer	LDE7334ACF	A1726486KY	1	20yr/0mo	$549.00	✓	Average	Laundry Room	
Deep Freezer	AZF33X20DW	U51901316	1	0yr/10mo	$725.00	✓	New	Laundry Room	
Refrigerator	PTB1953DR	14137761YW	1	15yr/0mo	$1,999.00	✓	Average	Laundry Room	
Carpet			1	30yr/0mo	$1,106.00	✓	Average	Office	
Ironing Board			1	10yr/0mo	$15.99		Average	Laundry Room	15.99
Counter top Ironing Board			1	10yr/0mo	$9.99		Average	Laundry Room	9.99
Drying Rack			1	10yr/0mo	$14.99		Average	Laundry Room	14.99
Bathroom Sink			1	30yr/0mo	$119.00		Average	Laundry Room	119.00
									8038.67

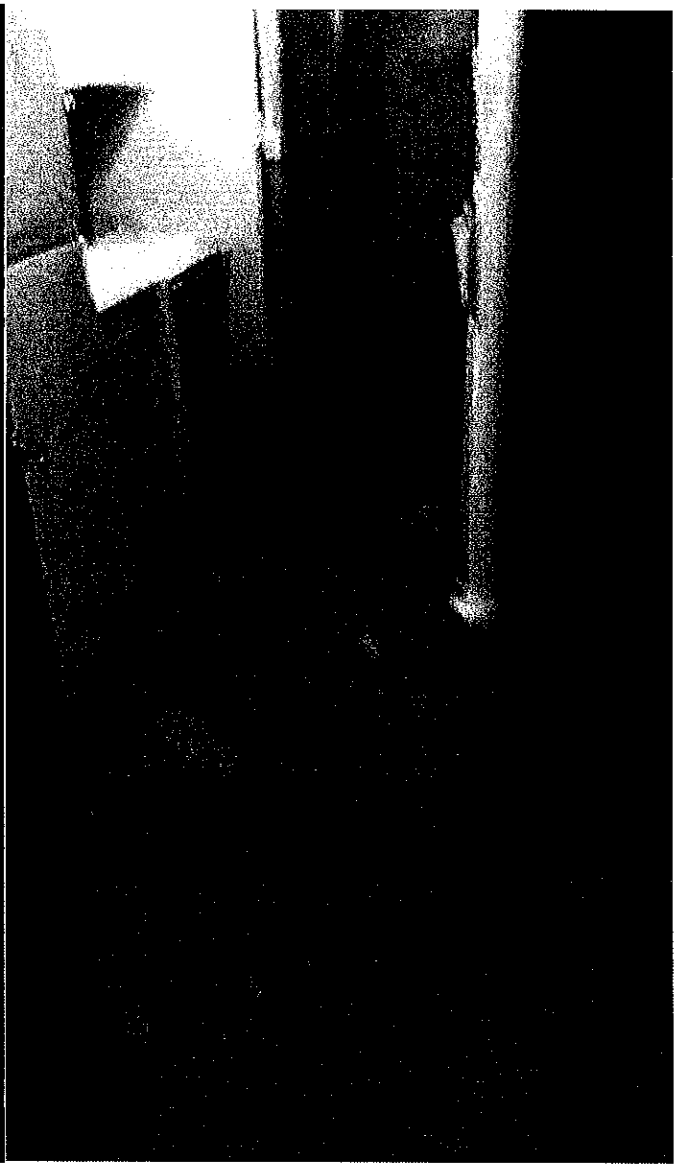
1st pg 11932.89
2nd pg 1343.53
3rd pg 903.93
4th pg 873.16
5th pg 933.62
6th pg 7037.2
7th pg 8038.67
24229.52

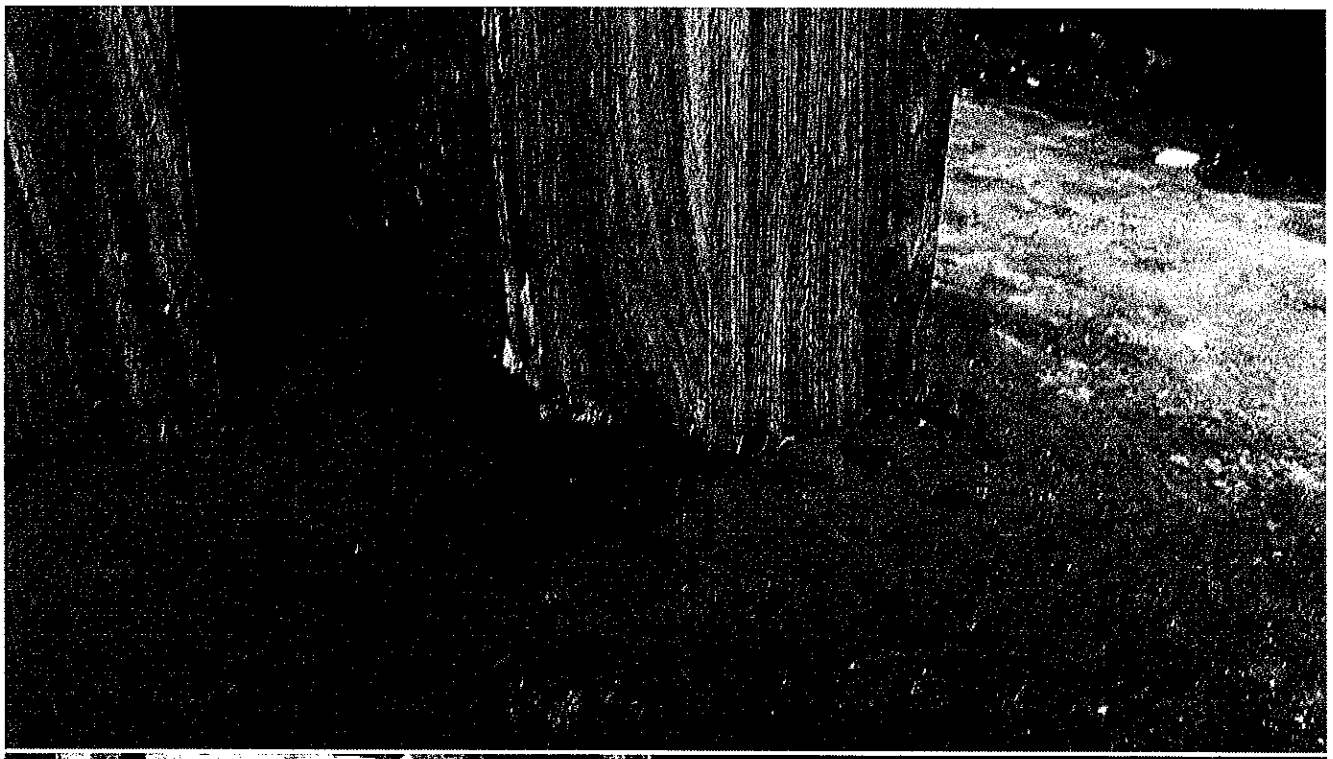
✓ = estimates are enclose

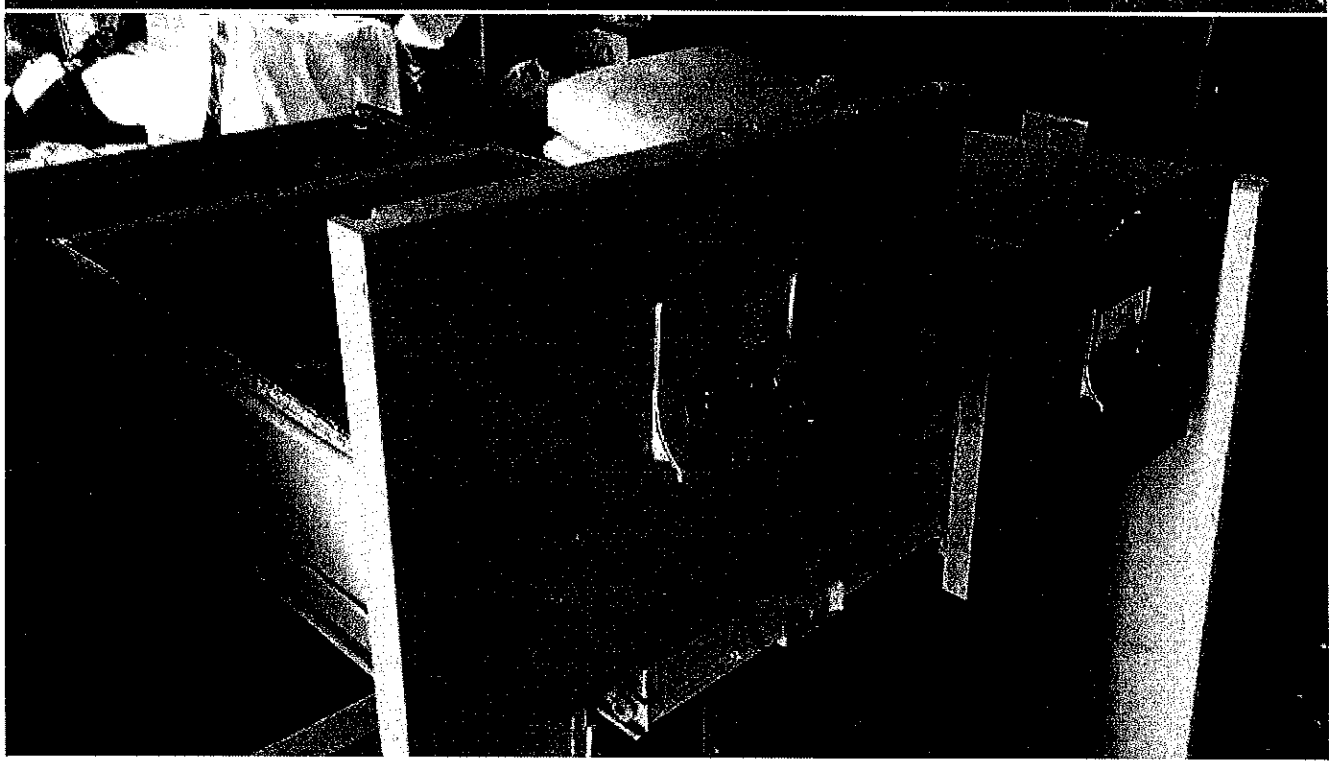


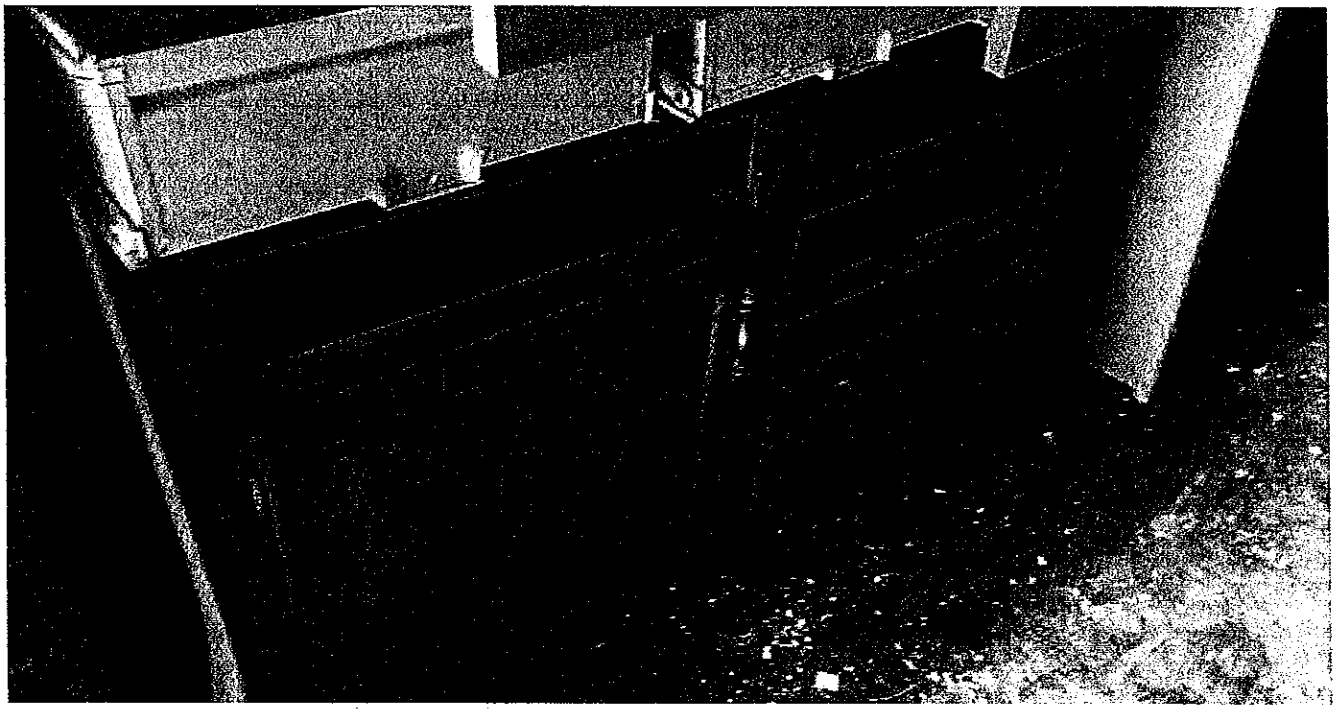


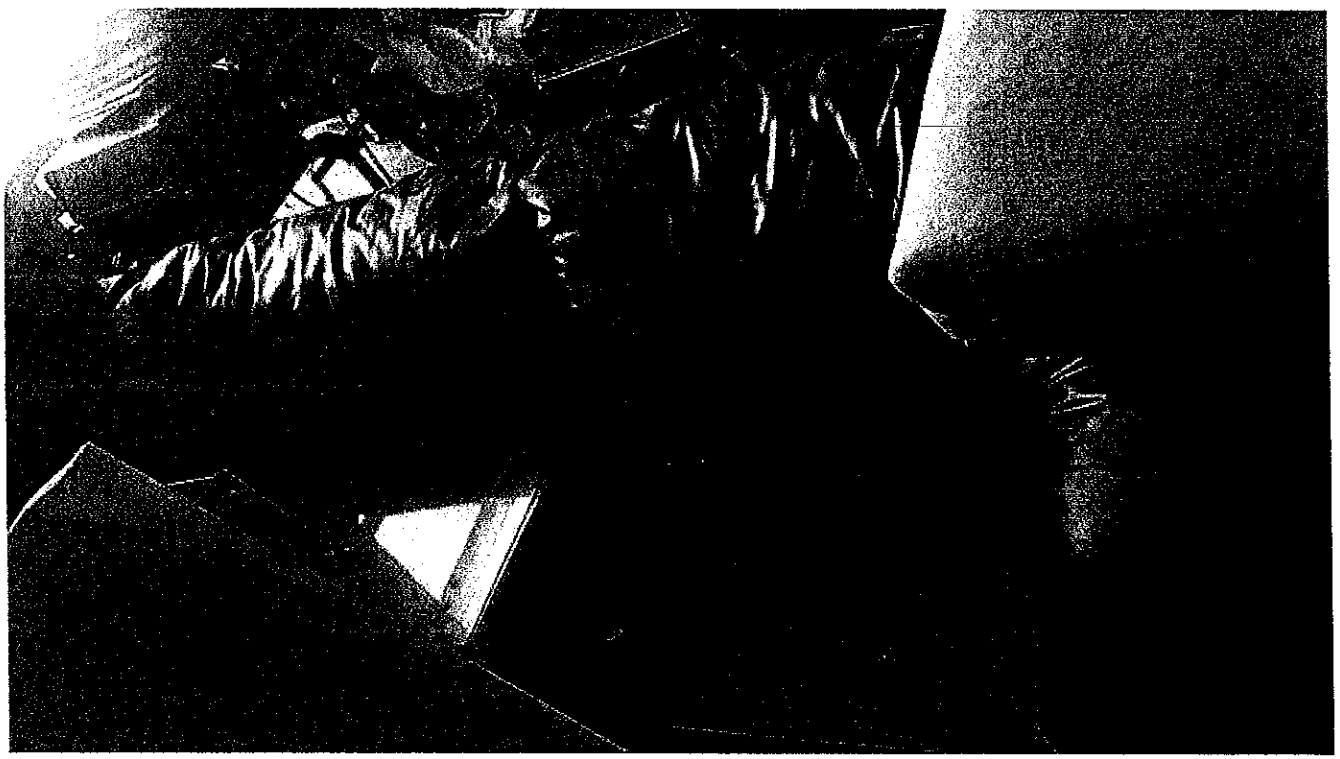


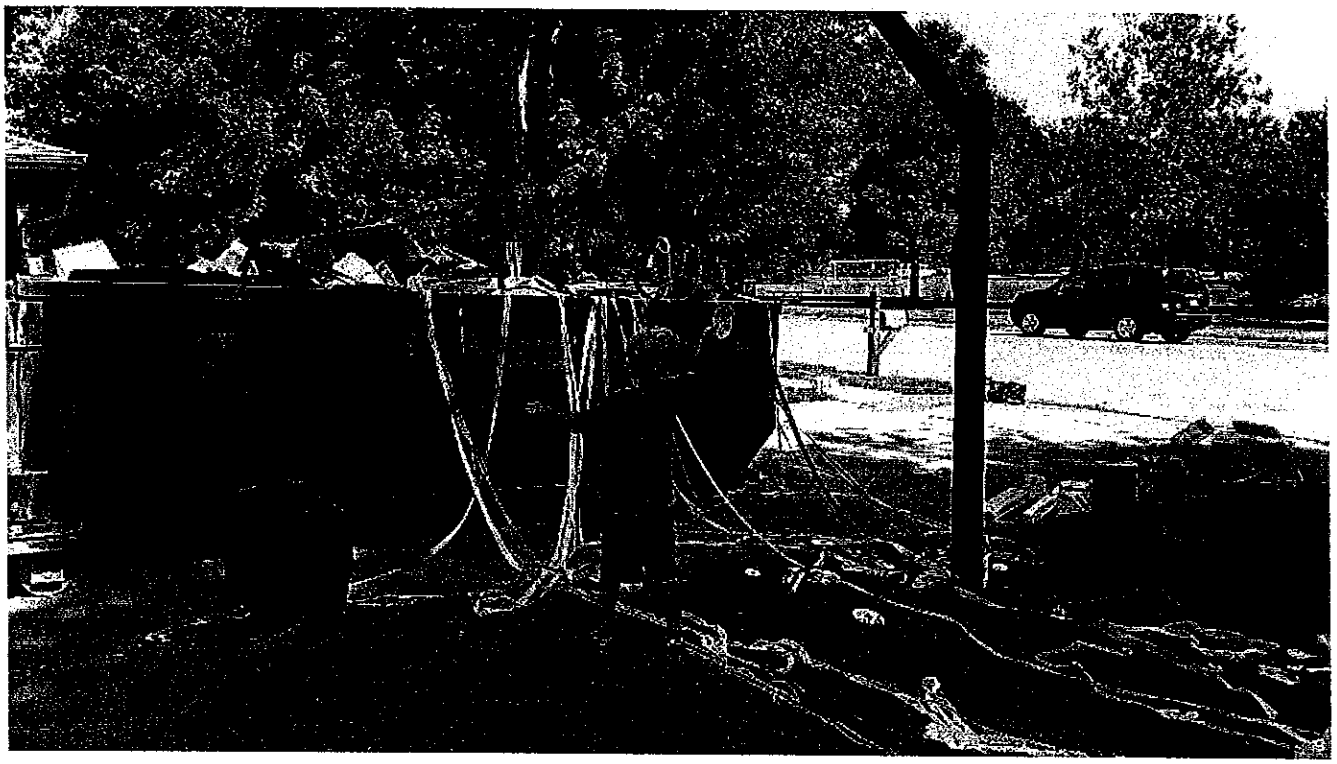


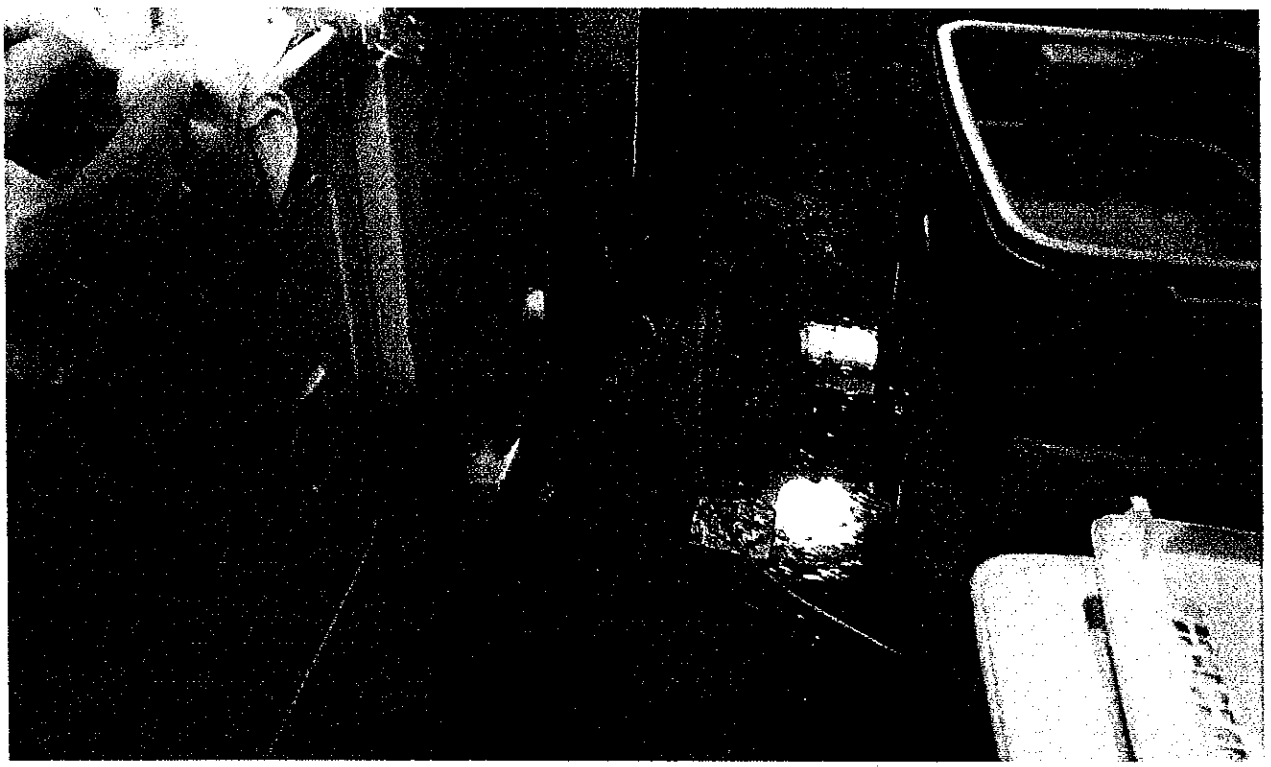












STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM; Paul A. Payne, City Attorney

DATE: August, 2015

SUBJECT: Acknowledge the receipt of tort claim filed by Myrna Meister

---

RECOMMENDATION: A pprove acknowledgement of the Tort Claim filed by Myrna Meister

---

BACKGROUND; The City of Fremont has received a Notice of Tort Claim on behalf of Ray and Myrna Meister alleging certain claims in connection with an alleged flooding in the basement which occurred on or about June 16, 2016 and June 17, 2016 at 121 South William Avenue, Fremont, Nebraska.

Without getting into issues concerning the City's and other parties' liability, and whether the claim of Ray and Myrna Meister 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: Ray and Myrna Meister Phone Number: [redacted]

Claimant Address: 121 So WILLIAM AVE

Date of Loss: June 16/17 2016

Location of Loss: 121 S. William Ave. Fremont

Description of Loss (use another sheet of paper if necessary):
We have a split level house, and there is a sewer lift station across the street. The intense pressure from the 6-7 inches of rain in 2 hours popped the threaded plug in the floor drain in the utility room. Sewer water ruined wall board in both family room and utility room, carpet, flooring in utility room. Attached is a list from "American Water Damage" of all charges to restore the damage. Total damage ($7,393.19)

Witness Name: _____ Witness Phone: _____

Attachments: 3 Photo(s): _____ Estimates: _____ Medical Bill(s): _____

Other: _____ (Check all that apply)

Myrna M Meister
Signature of Claimant

07-22-2016
Date

RAY AND MYRNA MEISTER
Printed Name of Claimant

City Department Involved: _____

AMERICAN WATER DAMAGE
RESCUE RESTORE

4619 S. 139th St. Omaha, NE 68137
Ph# 402.933.0611 Fax# 402.614.4147

Invoice # 898
Inv. Date: 7/1/2016

BILL TO: Myrna
Ray & Mryna Meister
121 S. William Ave
Fremont, Ne 68025

Claim #

SERVICE ...	ITEM	Description	QTY	RATE	AMOUNT
6/20/2016	Water Restoration...		1	1,726.06	1,726.06
	NE Sales Tax	Sales Tax		120.82	120.82
	Water Restoration...	credit for Plumber	1	-80.00	-80.00

AMERICAN WATER DAMAGE
OF OMAHA LLC
4619 S. 139TH ST
OMAHA, NE 68137
402/933-0611

SALE

MID: [redacted]
TID: 001 REF#: [redacted]
Batch #: [redacted] RRN: [redacted]
07/07/16 [redacted]
AVS: Z CVC: M
ORDER#: 898
APPR CODE: [redacted]
VISA Manual CNP
[redacted]

AMOUNT $1,766.88

APPROVED

THANK YOU
PLEASE COME AGAIN

CUSTOMER COPY

We kindly ask you to pay this invoice up

We accept all major credit cards, check and cash. Overdue accounts are subject to a one time $35.00 late fee and a montly service charge of 1.5%

ments/Credits	$0.00
Balance Due	**$1,766.88**

American Water Damage of Omaha

American Water Damage of Omaha
4619 S 139th St
Omaha, NE 68137

Summary for Dwelling

Line Item Total	4,314.31
Overhead	431.45
Profit	431.45
Total Tax	362.45
Replacement Cost Value	**$5,539.66**
Net Claim	**$5,539.66**

Alan Freilich

AMERICAN WATER DAMAGE
OF OMAHA LLC
4619 S. 139TH ST
OMAHA, NE 68137
402/933-0611

SALE

MID: [redacted]
TID: 001
Batch #: [redacted]
07/14/16
AVS: Z
ORDER#: 111
APPR CODE: [redacted]
VISA
[redacted]

REF#: [redacted]
RRN: [redacted]
[redacted]
CVC: M

Manual CNP

AMOUNT **$1,384.91**

APPROVED

THANK YOU
PLEASE COME AGAIN

CUSTOMER COPY

25% deposit
1384.91
Pd 7-14-16

JETTER'S PLUMBING INC.

230 WEST COUNTY ROAD T
FREMONT, NE 68025
402-721-5695

INVOICE

Invoice Number:	16682
Invoice Date:	6/29/16
Invoice Due:	6/29/16
Page:	1

MR. RAY MEISTER
121 SOUTH WILLIAM AVENUE
FREMONT, NEBRASKA

Job Name:

MR. RAY MEISTER
121 SOUTH WILLIAM AVENUE
FREMONT, NEBRASKA

Customer ID	Cust PO/Authorization	Payment Terms	Work Date	Service Tech
MEISTR		DUE UPON RECEIPT		

Qty	Description	Unit Price	Amount
	BALL CHECK IN FLOOR DRAIN POPPED OUT AND FLOODED BASEMENT - REPLACE BALL CHECK		
1.00	1 1/2" DOLLAR PLUG (CAME OUT - NOT BALL CHECK)	6.65	6.65
1.00	LABOR - ALLEN	80.00	80.00

Pd

Subtotal	86.65
Sales Tax	
Total Invoice Amount	86.65
Payment/Credit Applied	
TOTAL	86.65

'A service charge of 1-1/2% per month, 18% APR, with minimum of $2.00, will be added to all accounts 30 days overdue. Also liable for all legal and collection fees.'

To ensure proper credit, please detach here and return with payment!!

Customer ID: **MEISTR** Amount Enclosed $ _____

You may pay by credit card, complete the form below and return.
Please include security code from the back of the card & mailing address for the card.

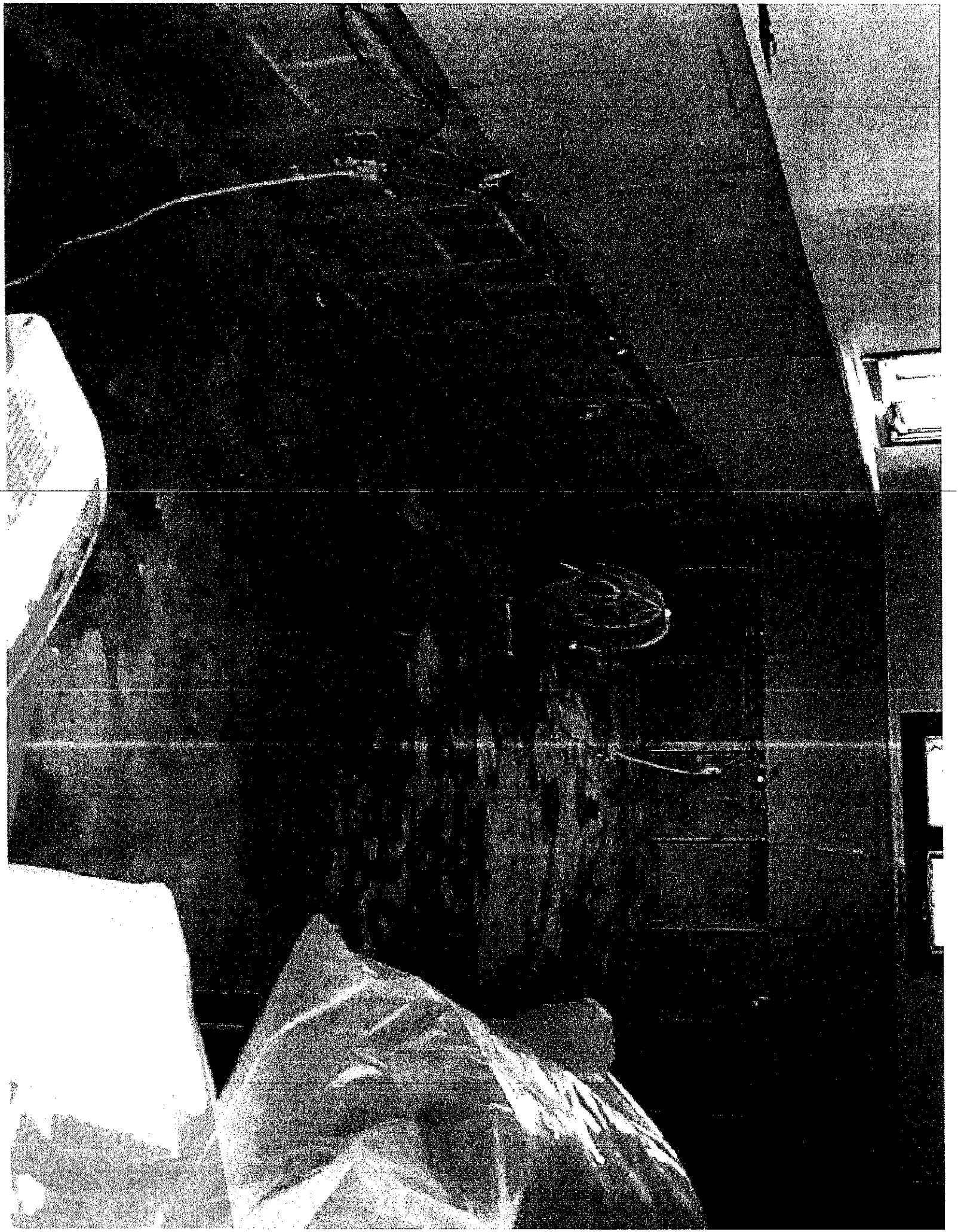
Charge my Cedit Card $ _____ Credit Card ___ MC ___VISA ___Discover Expiration Date _____/_____

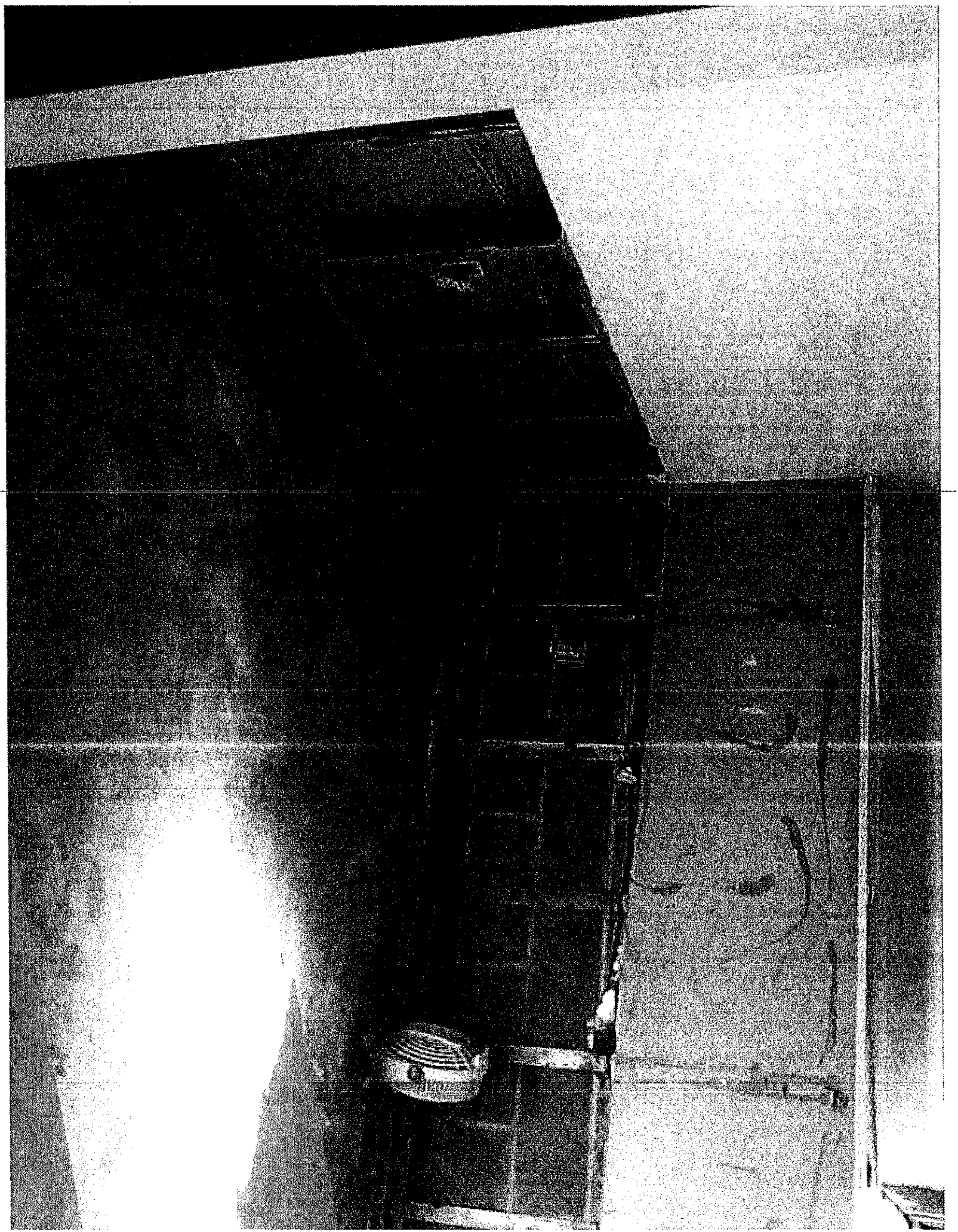
Card Number _____-_____-_____-_____

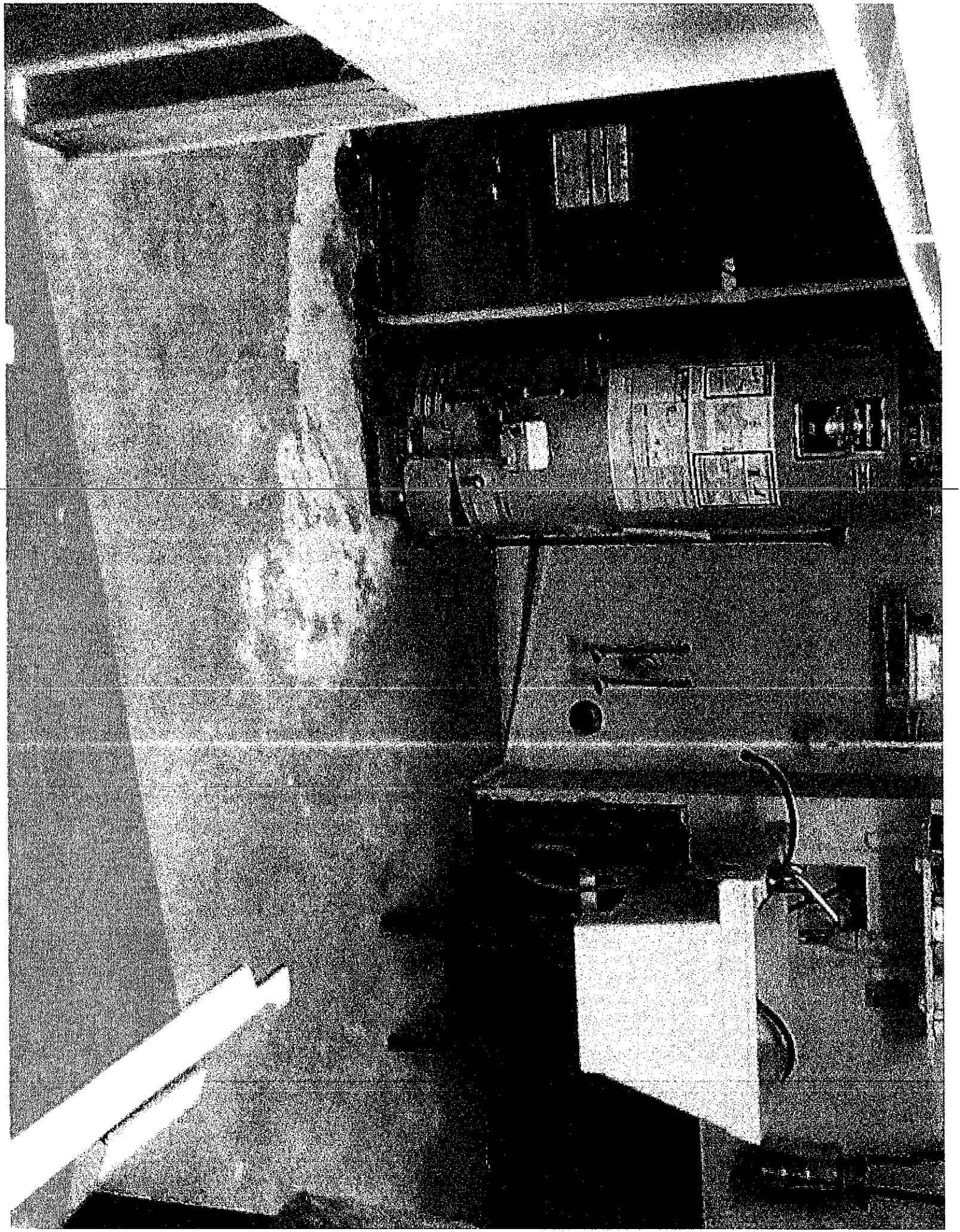
Security Code _____ Mailing Address (House # only) for card _____ Zip Code for Card _____

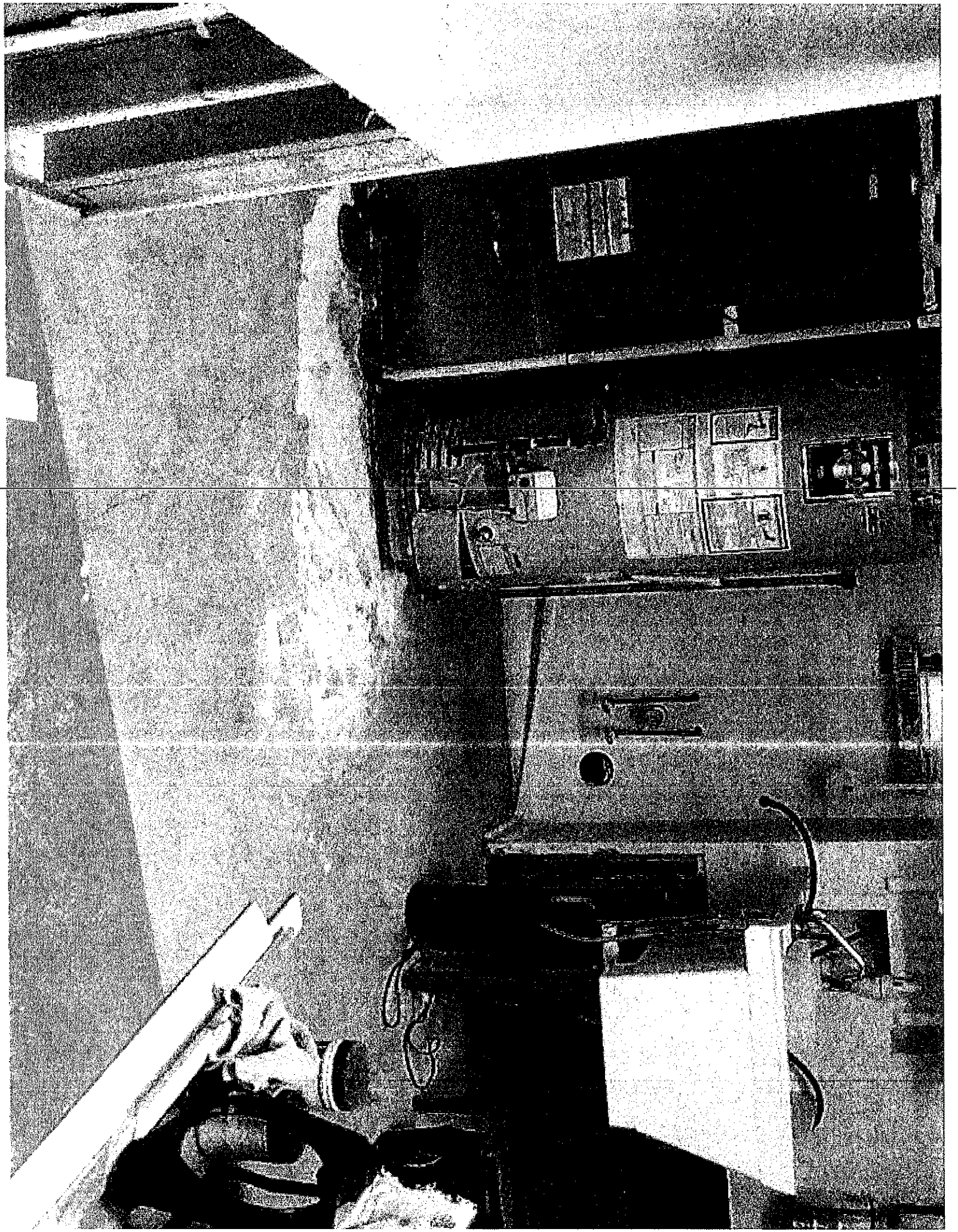
Print Card Holders Name _____ Signature _____

Federal law requires that we advise you that the purpose of this communication is to collect a debt, and that any information obtained will be used for that purpose only.









STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM; Paul A. Payne, City Attorney

DATE: August, 2016

SUBJECT: Acknowledge the receipt of tort claim filed by Oscar Hernandez

---

RECOMMENDATION: A pprove acknowledgement of the Tort Claim filed by Oscar Hernandez

---

BACKGROUND; The City of Fremont has received a Notice of Tort Claim on behalf of Oscar Hernandez alleging certain claims in connection with an alleged flooding in the basement which occurred on or about June 18, 2016 at 728 West Washington Street Fremont, Nebraska.

Without getting into issues concerning the City's and other parties' liability, and whether the claim of Oscar Hernandez 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: Oscar Hernández Phone Number: [redacted]

Claimant Address: 728 w Washington St

Date of Loss: June - 18 - 2016

Location of Loss: Basement

Description of Loss (use another sheet of paper if necessary):
carpet, shoes, any wall, & clothes.

Witness Name: Insurance/neighbor Witness Phone: _____

Attachments: _____ Photo(s): 10 Estimates: $4,000-5,000 Medical Bill(s): _____

Other: _____ (Check all that apply) 11-pics 1-isa duplicate

Signature of Claimant

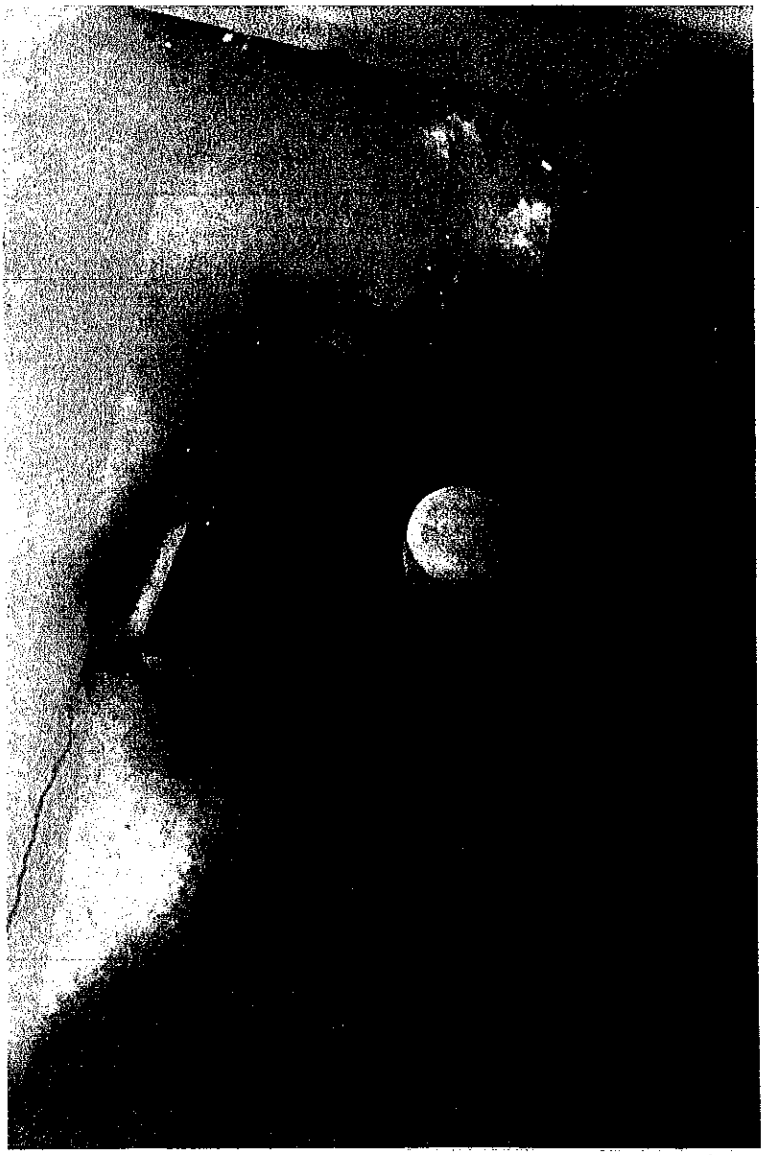
29-07-16
Date

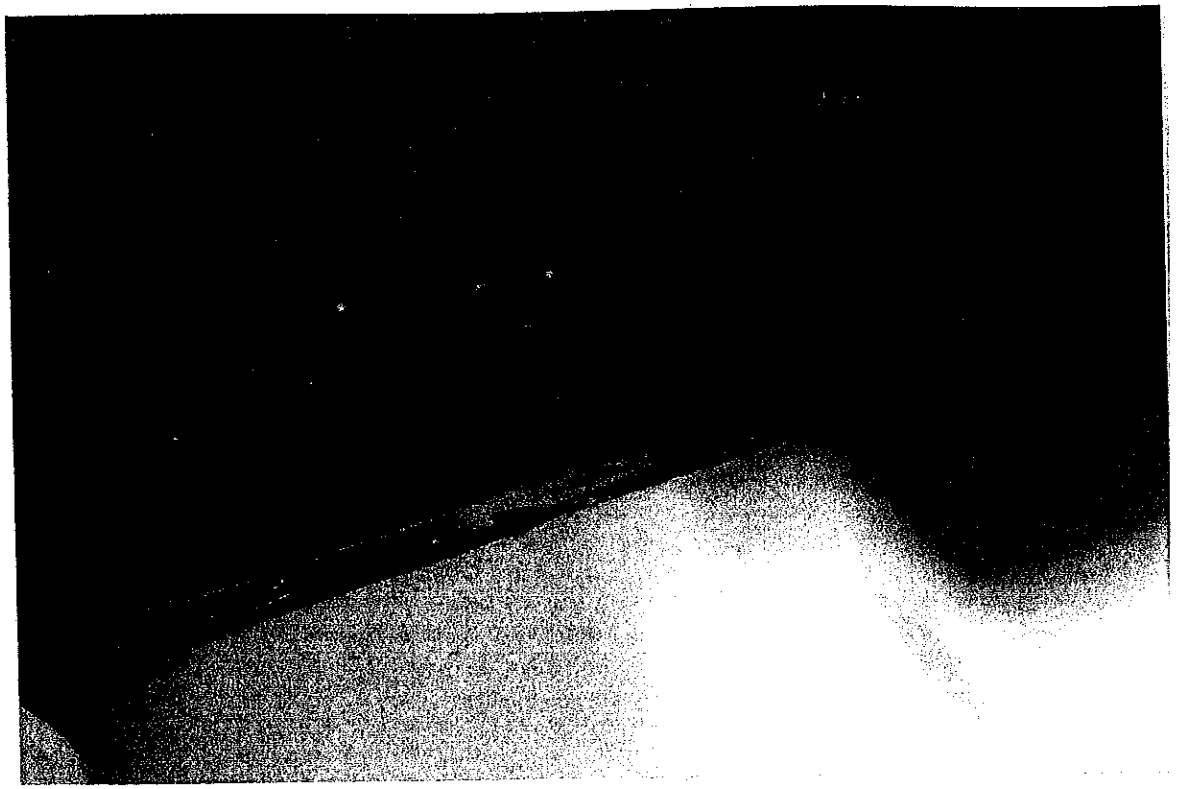
Oscar Hernandez
Printed Name of Claimant

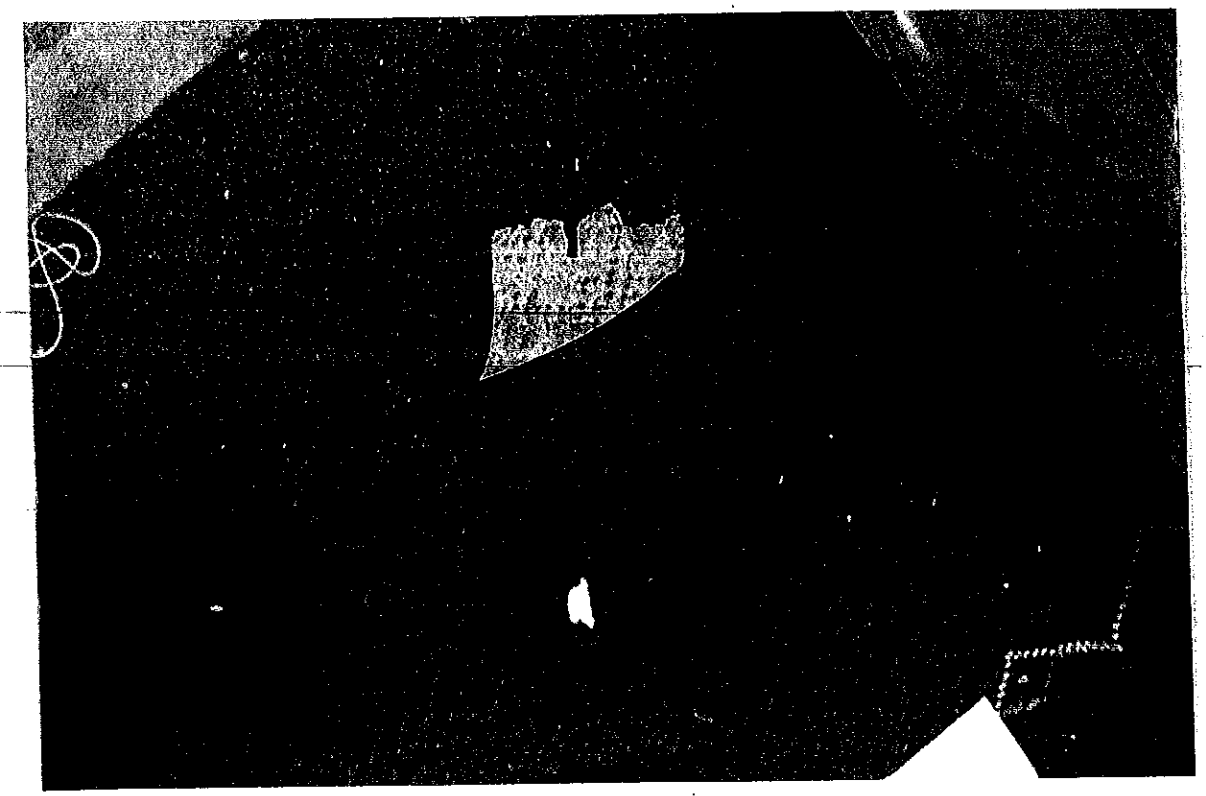
City Department Involved: _____

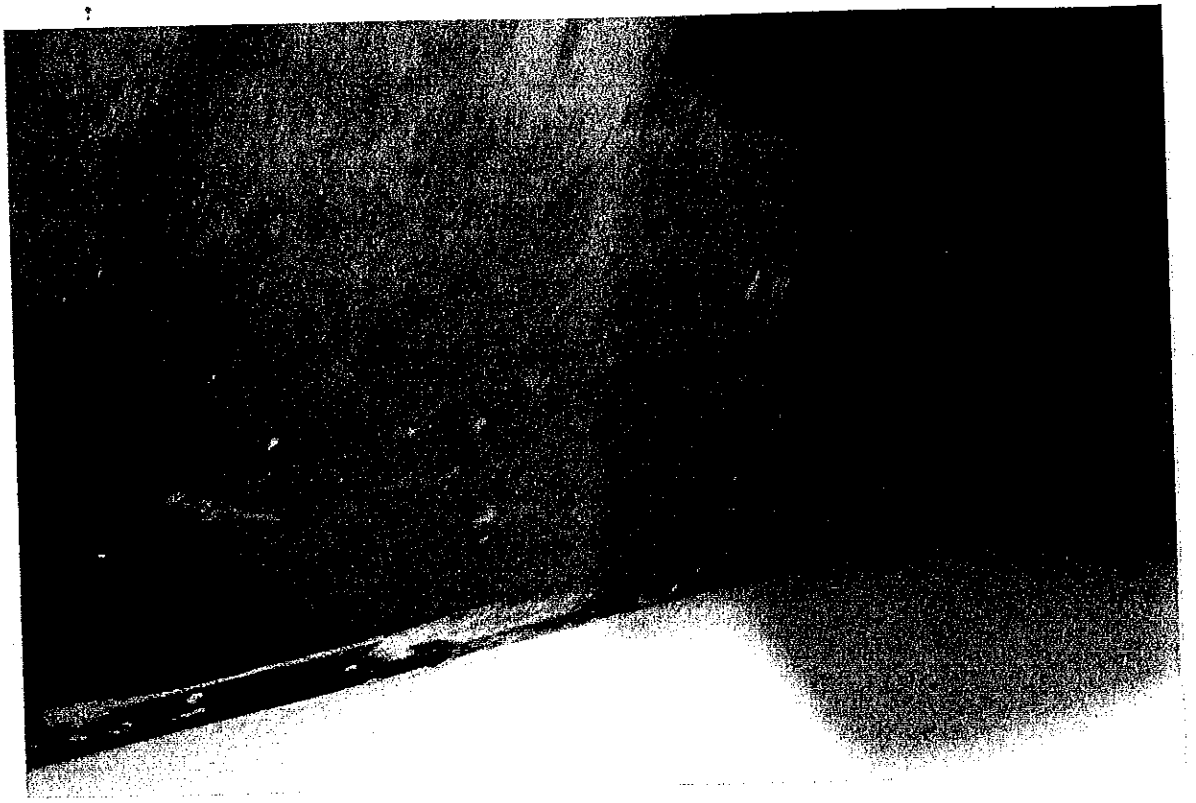
RECEIVED
AUG 05 2016
BY: JK

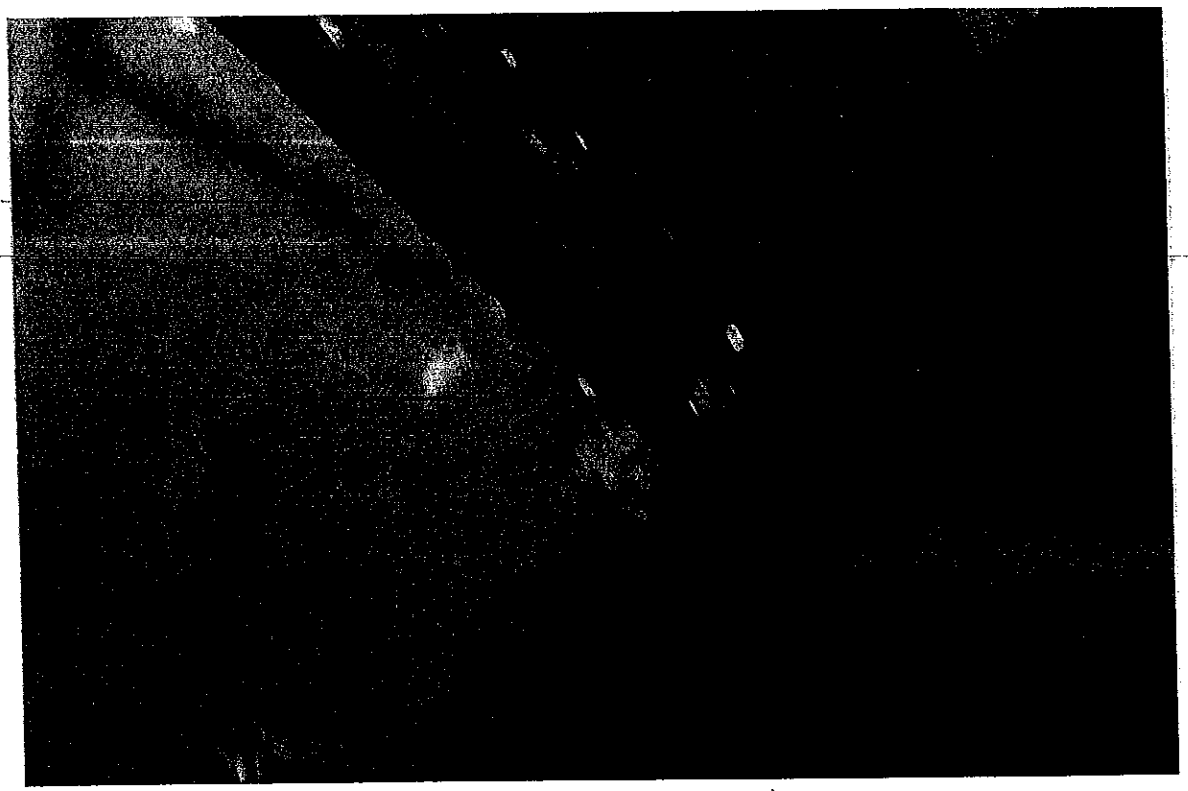
SCANNED
AUG 08 2016











STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM; Paul A. Payne, City Attorney

DATE: August, 2016

SUBJECT: Acknowledge the receipt of tort claim filed by Richard F. Beran

---

RECOMMENDATION: A pprove acknowledgement of the Tort Claim filed by Richard F. Beran

---

BACKGROUND; The City of Fremont has received a Notice of Tort Claim on behalf of Richard F. Beran alleging certain claims in connection with an alleged flooding in the basement which occurred on or about June 18, 2016 at 1448 Stanford Avenue, Fremont, Nebraska.

Without getting into issues concerning the City's and other parties' liability, and whether the claim of Richard F. Beran 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: Richard F. Beran Phone Number: [redacted]

Claimant Address: 1448 Stanford Ave Fremont, NE

Date of Loss: June 18, 2016

Location of Loss: Basement @ 1448 Stanford Ave

Description of Loss (use another sheet of paper if necessary):
Water loss in Basement - see attached sheet of Expense and Estimate to repair/replace

Witness Name: Janie Baugh Witness Phone: [redacted]

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

Other: Expense Incurred (Check all that apply)

Richard F Beran
Signature of Claimant

8/14/16
Date

Richard F. Beran
Printed Name of Claimant

City Department Involved: Utilities (Water + Sewer)

RECEIVED
AUG 16 2016

SCANNED
AUG 16 2016

Basement Water Damage Loss – June 18, 2016
Richard F. Beran
1448 Stanford Ave
Fremont, NE 68025
[redacted]

$4,951.18 **ServiceMaster Cleaning & Restoration** (Paid)

Actual Expenses Incurred to Extract Water, Remove Linoleum Flooring, Remove Damaged Carpet, Remove Wet Carpet Pad, Remove Damaged Sheetrock, Apply Anti-Microbial Agent, Rental of Air Movers and Dehumidifiers

$2,905.31	**Estimate of Repairs yet to be completed:**
$794.30	Purchase and Install flooring in Basement Office, approximately 442 sq ft
$150.00	Remove Wall-paper, repair sheetrock, Paint Basement Office
$641.88	Purchase and Install flooring in Basement Bedroom, approximately 197.5 sq ft
$125.00	Replace Insulation, Sheetrock and Paint Basement Bedroom
$196.25	Purchase and Install flooring in Basement Bathroom, approximately 45 sq ft
$997.88	Purchase and Install Carpet Pad in Basement Family Room, approximately 443.5 sq ft

$7,856.49 **Total of Actual Expenses and Estimate**

ServiceMaster Cleaning & Restoration

2565 16th Ave
Columbus, NE 68601

Invoice

Date	Invoice #
7/19/2016	1317

Bill To
Richard Beran 1448 Stanford Ave Fremont NE 68026

P.O. No.	Terms	Project
	Net 15	

Quantity	Description	Rate	Amount
1	Water Loss - Mitigation	4,627.27	4,627.27T
	Sales Tax	7.00%	323.91

Thank you for letting us serve you!

Total $4,951.18

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM; Paul A. Payne, City Attorney

DATE: August, 2016

SUBJECT: Acknowledge the receipt of tort claim filed by Cindy Weaklend

---

RECOMMENDATION: A pprove acknowledgement of the Tort Claim filed by Cindy Weaklend

---

BACKGROUND; The City of Fremont has received a Notice of Tort Claim by Cindy Weaklend on behalf of Ronald and Cindy Weaklend alleging certain claims in connection with an alleged flooding in the basement which occurred on or about June 18, 2016 at 2209 Teakwood Drive, Fremont, Nebraska.

Without getting into issues concerning the City's and other parties' liability, and whether the claim of Cindy Weaklend on behalf of Ronald and Cindy Weaklend 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: + Cindy

Claimant Name: Ronald Weaklend Phone Number: [redacted]

Claimant Address: 2209 Teakwood Drive, Fremont

Date of Loss: June 18, 2016

Location of Loss: 2209 Teakwood Drive

Description of Loss (use another sheet of paper if necessary):
Failure of the lift stations in our area caused storm drains to back up in through the floor drain. Water remained in basement until Tuesday - even though our sump pump was working. Owner provided other pumps in effort to remove water which was unsuccessful. At times over 4 inches of water.

Witness Name: _____ Witness Phone: _____

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

Other: _____ (Check all that apply)

Cindy Weaklend 8/16/16
Signature of Claimant Date

CINDY WEAKLEND
Printed Name of Claimant

City Department Involved: _____

dgh

FLOOR COVERING BID SHEET

8/16/2016

ABE KRASNE HOME FURNISHINGS

Sales Staff: Micaela

CUSTOMER NAME Ron & Cindy Weakland
CUSTOMER ADDRESS 2209 Teakwood Dr
CUSTOMER PHONE # 720-7911

PRODUCT FIGURED BY SQ.FT. (USE THIS AREA TO FIGURE OUT CARPET AND VINYL PRICE BY CUT SIZE)

PRODUCT WIDTH	PRODUCT LENGTH	SQUARE FEET	SQUARE YARDS	PRODUCT NAME AND NUMBER	PRODUCT COLOR AND NUMBER	PRODUCT COST/FT.	TOTAL PRICE
12	52	624	69.33	EA583	Gold Twist Accent	$3.30	$2,059.20
12	52	624	69.33	1/2" FG	Cpt Pad	$0.70	$436.80
		0	0.00				$0.00
		0	0.00				$0.00
		0	0.00				$0.00
		0	0.00				$0.00
		0	0.00				$0.00
		0	0.00				$0.00
		0	0.00				$0.00
		0	0.00				$0.00
		0	0.00				$0.00
						SUBTOTAL	$2,496.00
						TAX	$174.72
						TOTAL OF PRODUCT	$2,670.72

PRODUCT

TAXED PRODUCT FIGURED BY LINEAR FOOT OR BY NUMBER OF ITEMS OR BY SQUARE FEET

LENGTH OR # OR SQ.FT.		NOTES	PRODUCT NAME	PRODUCT COST/UNIT	TOTAL PRICE
9	ctn	19.44sft/ctn = 174.96sft	Shaw Floorte Bella	$94.00	$846.00
3	ea	6' per piece	VSMP2 Shaw Floorte MPR Reducers	$42.00	$126.00
1	unit		Freight	$65.00	$65.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
				SUBTOTAL	$1,037.00
				TAX	$72.59
				TOTAL	$1,109.59

LABOR

NON-TAXED LABOR

	UNIT OR SQ.FT.		NOTES	LABOR NAME	PRODUCT COST/UNIT	TOTAL PRICE
*51008-002	1	ea		Labor to move furniture	$120.00	$120.00
*51008-002	1	ea		Labor to move pool table	$180.00	$180.00
*51003-002	624	sft		Labor to tear out cpt	$0.22	$137.28
*51009-020	169	sft		Labor to tear out laminate flooring	$3.00	$507.00
51011-001	793	sft		Disposal	$0.06	$47.58
*51001-001	624	sft		Labor to install cpt on concrete	$0.53	$330.72
*51007-007	11	steps		Labor to install regular steps	$7.00	$77.00
*51006-017	169	sft		Labor to install Floorte	$2.00	$338.00
*51014-002	13	ft		Labor to install reducers	$1.50	$19.50
						$0.00
						$0.00
						$0.00
						$0.00
					SUBTOTAL LABOR	$1,757.08
					LABOR TAX	NON-TAXED
					TOTAL LABOR	$1,757.08
					SUBTOTAL OF JOB	$5,290.08
					TOTAL TAX ON JOB	$247.31
					TOTAL OF JOB	$5,537.39

NOTES

0

1990 Wagner Road
Fremont, NE 68025 US
402-679-7328

Triple J
CONSTRUCTION

ADDRESS

Ron Weaklend
2209 Teakwood Drive
Fremont, NE 68025

ESTIMATE # 1203
DATE 08/16/2016

ACTIVITY	QTY	RATE	AMOUNT
General Remove and replace wood paneling, trim and paint in basement due to water damage.	1	4,630.00	4,630.00

TOTAL **$4,630.00**

Accepted By

Accepted Date

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM; Paul A. Payne, City Attorney

DATE: August, 2016

SUBJECT: Acknowledge the receipt of tort claim filed by Ronald Preissler

---

RECOMMENDATION: A pprove acknowledgement of the Tort Claim filed by Ronald Preissler

---

BACKGROUND; The City of Fremont has received a Notice of Tort Claim on behalf of Ronald Preissler alleging certain claims in connection with an alleged flooding in the basement which occurred on or about June 18, 2016 at 1440 N. William Avenue, Fremont, Nebraska.

Without getting into issues concerning the City's and other parties' liability, and whether the claim of Ronald Preissler 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: Ronald Preissler Phone Number: [redacted]

Claimant Address: 1440 N. William Ave., Fremont, Ne.

Date of Loss: June 18, 2016

Location of Loss: 1440 N. William.

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

Hired professional company to vacuum water + remove carpet + baseboard - fans + de-humidifiers (commercial) equipment ran continuously for a week -

Witness Name: Joan Marquis Witness Phone: [redacted] (over

Attachments: _____ Photo(s): _____ Estimates: 14,250.00 Medical Bill(s): 0.

Other: _____ (Check all that apply)

Ronald J. Preissler
Signature of Claimant

8-15-2016
Date

RONALD J. PREISSLER
Printed Name of Claimant

City Department Involved: _____

RECEIVED
AUG 16 2016

SCANNED
AUG 16 2016

Purchase of new carpet + installation -
Contractor to install all baseboard +
wall repair.

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM; Paul A. Payne, City Attorney

DATE: August, 2016

SUBJECT: Acknowledge the receipt of tort claim filed by Daniel R. Layman

---

RECOMMENDATION: A pprove acknowledgement of the Tort Claim filed by Daniel R. Layman

---

BACKGROUND; The City of Fremont has received a Notice of Tort Claim on behalf of Valerie and Daniel R. Layman alleging certain claims in connection with an alleged flooding which occurred on or about June 18, 2016 at 2006 Charles Street, Fremont, Nebraska.

Without getting into issues concerning the City's and other parties' liability, and whether the claim of Valerie and Daniel R. Layman 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: Daniel R. Layman Phone Number: [redacted]

Claimant Address: 2006 Charles St.

Date of Loss: 6/18/16

Location of Loss: 2006 Charles St. Fremont NE

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

Witness Name: _____ Witness Phone: _____

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

Other: _____ (Check all that apply)

Daniel R. Layman
Signature of Claimant

8/2/16
Date

Daniel R. Layman
Printed Name of Claimant

City Department Involved: _____

June 23, 2016

Daniel Layman
Valerie Layman
2006 Charles St
Fremont, NE 68025-2746

Claim Number: 033921947-01
Date of Loss: 6/17/2016
Policy Number: H3724871212370

Dear Mr. & Mrs. Layman,

Liberty Mutual Insurance appreciates the opportunity to be of service to you, especially during this time. Our goal is to provide you with exceptional customer service to ensure we are meeting your specific needs.

As we recently discussed, we have completed our investigation of your homeowner's claim, which revealed water backed up from sewer into the home .

After a careful investigation of your claim, we have determined that your policy does not afford coverage for water which backs up through sewers or drains or which overflows from a sump.

The applicable policy provisions are as follows:

SECTION I – EXCLUSIONS
1. We do not insure for loss caused directly or indirectly by any of the following. Such loss is excluded regardless of any other cause or event contributing concurrently or in any sequence to the loss.
c. Water Damage, meaning:
(1) Flood, surface water, waves, tidal water, overflow of a body of water, or spray from any of these, whether or not driven by wind;
(2) Water which backs up through sewers or drains or which overflows from a sump; or
(3) Water below the surface of the ground, including water which exerts pressure on or seeps or leaks through a building, sidewalk, driveway, foundation, swimming pool or other structure.
Direct loss by fire, explosion or theft resulting from water damage is covered.

CONTACT US

By phone
Tel:
(866) 542-2287
Fax: (866) 550-8777

By E-mail
CCU@libertymutual.com

Liberty Insurance Corporation
Centralized Catastrophe Unit
PO Box 1053
Montgomeryville, PA 18936-1053
Office: (866) 542-2287
Fax: (866) 550-8777

Visit us online
LibertyMutual.com

About Claims Process
Libertymutual.com/claims-insurance/about-claims-process

Liberty Mutual. INSURANCE

Our coverage position is premised upon our investigation, presently known facts and the terms of your policy. If you have any questions or have other information which might be used to reconsider our coverage decision, please feel free to contact me or my supervisor, Andrew Swenson, at (800) 318-6572 Ext: 88727. If you prefer to communicate by email, my address is listed above. When contacting me by email, please include your claim number in the subject line.

Sincerely,

Liberty Mutual Catastrophe Team
Claims Department

Important Policy and/or State Specific Information

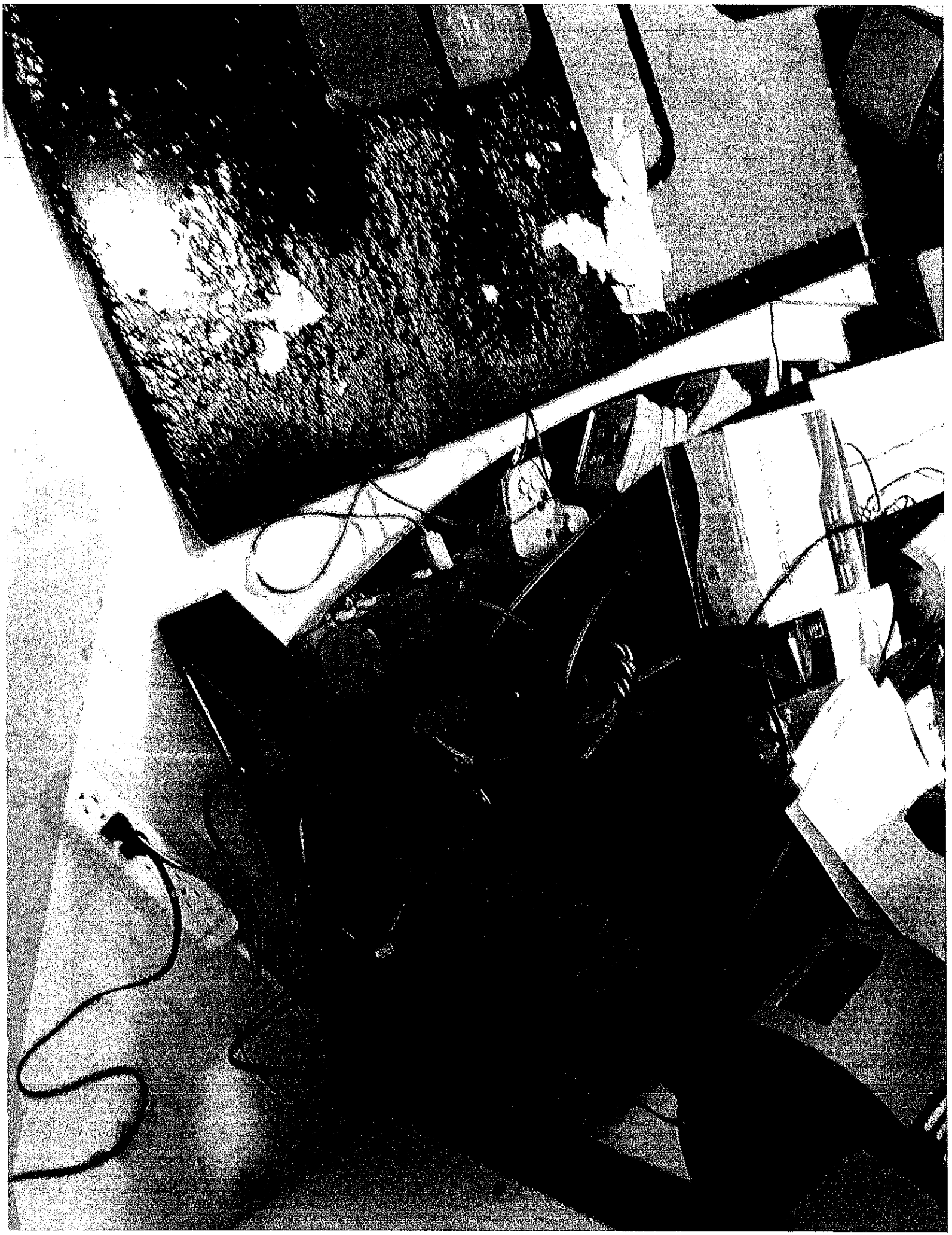
Please be advised that your policy contains the following language:

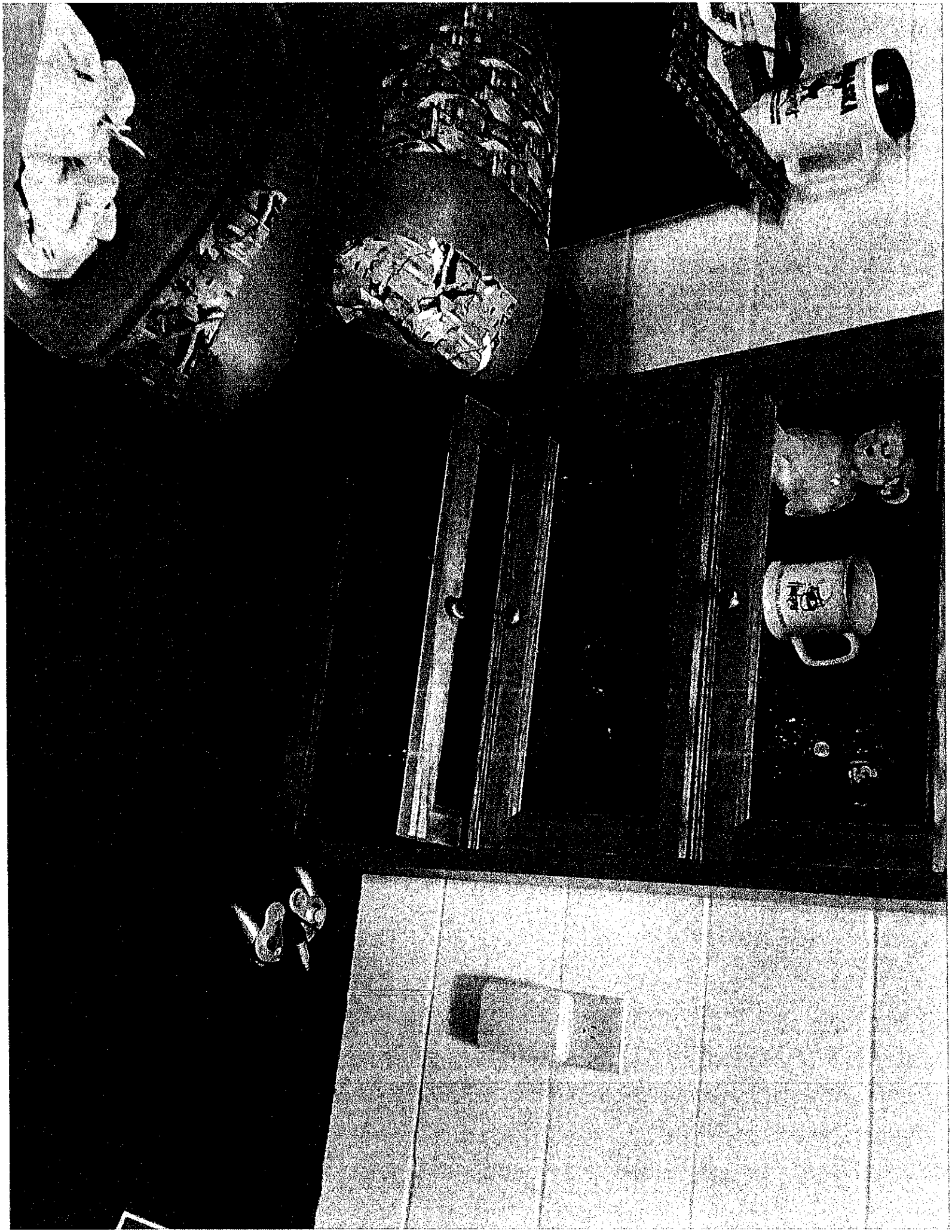
This letter should not be construed as a waiver or estoppel of any of the possible coverage defenses afforded by the policy or applicable law.

You may have this matter reviewed by the:
Nebraska Department of Insurance
941 O Street, Suite 400
PO Box 82089
Lincoln, Nebraska 68501-2089
(402) 471-2201

Item	Units	Cost / Unit	Total	
Appliances				
Freezer	1	$ 566.97	$ 566.97	
Washer/Dryer	1	$ 700.00	$ 700.00	
Refrigerator	1	$ 600.00	$ 600.00	
Hot Water Heater	1	$ 950.00	$ 950.00	
Air Cond repair	1	$ 500.00	$ 500.00	**$ 3,316.97**
Structural				
Clean up - hours	100	$ 10.00	$ 1,000.00	
Demolition - hours	50	$ 10.00	$ 500.00	
Reconstruction - hours	150	$ 10.00	$ 1,500.00	
S2 U fill it	1	$ 200.00	$ 200.00	
trips to dump	3	$ 14.00	$ 42.00	
Carpet Family Room	390	$ 2.00	$ 780.00	
Carpet Bedroom	156	$ 2.00	$ 312.00	
Carpet Steps	100	$ 2.00	$ 200.00	
Fire Place	1	$ 350.00	$ 350.00	
Kitchen cupboard base	1	$ 250.00	$ 250.00	
Kitchen Cupboard counter top	1	$ 250.00	$ 250.00	
Vanity, Bathroom sink, and faucet	1	$ 216.00	$ 216.00	
Shower repair	1	$ 300.00	$ 300.00	
Shower floor tile	1	$ 294.09	$ 294.09	
Material to reconstruct	1	$ 973.53	$ 973.53	**$ 7,167.62**
Personal Items				
2 drawer file cabinet	1	$ 30.00	$ 30.00	
4 shelf wooden bookshelf with glass doors	1	$ 147.88	$ 147.88	
60" reclinable loveseat	1	$ 200.00	$ 200.00	
American Tourister luggage	2	$ 75.00	$ 150.00	
Camcorder and accessories	1	$ 150.00	$ 150.00	
CPAP	1	$ 200.00	$ 200.00	
Desktop computer	1	$ 840.00	$ 840.00	
Electric Infrared Heater	1	$ 75.00	$ 75.00	
Futon	1	$ 180.00	$ 180.00	
Kenmore Mini Ultra sewing machine	1	$ 70.00	$ 70.00	
LA-Z-BOY Recliner	1	$ 75.00	$ 75.00	
Misc electronics	1	$ 1,000.00	$ 1,000.00	
Oak Dining room table w 5 chairs & leaf	1	$ 250.00	$ 250.00	
Oster 22 qrt Roaster Oven	1	$ 50.00	$ 50.00	
Pictures	3	$ 15.00	$ 45.00	
Sampson 30 x 30 card tables	2	$ 30.00	$ 60.00	
Sauder - Bookshelf 71 h x 28 w x 11.5 d	1	$ 129.00	$ 129.00	
Sauder 2 drawer lateral file 24 h x 32 w x 20 d	1	$ 180.00	$ 180.00	
Sauder Bookshelf 39.5 h x 22.5 w x 9.25 d	1	$ 35.00	$ 35.00	
Sauder DVD cabinet	1	$ 70.00	$ 70.00	
Sauder DVD case 45 h x 32.5 w x 7.25 d	1	$ 30.00	$ 30.00	
Sauder T.V. Stand 30 h x 31.5 w x 20.5 d	1	$ 100.00	$ 100.00	
Scanner	1	$ 80.00	$ 80.00	

Item	Units	Cost / Unit	Total	
TV Stand	1	$ 290.00	$ 290.00	
Wooden Antique Dresser - 42 h x 32 w x 18.25 d	1	$ 50.00	$ 50.00	
wooden glider chair and ottuman	1	$ 125.00	$ 125.00	
Zelda Nintendo Gamecube	1	$ 100.00	$ 100.00	
Longaberger Basket	1	$ 100.00	$ 100.00	
Longaberger Basket & Liner	1	$ 300.00	$ 300.00	**$ 5,111.88**
			$ -	
total loss			$ 15,596.47	**$ 15,596.47**





STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM; Paul A. Payne, City Attorney

DATE: August, 2016

SUBJECT: Acknowledge the receipt of tort claim filed by Linda Hultgren

---

RECOMMENDATION: A pprove acknowledgement of the Tort Claim filed by Linda Hultgren

---

BACKGROUND; The City of Fremont has received a Notice of Tort Claim on behalf of Linda Hultgren alleging certain claims in connection with an alleged flooding which occurred on or about June 18, 2016 at 1529 West 10th, Fremont, Nebraska.

Without getting into issues concerning the City's and other parties' liability, and whether the claim of Linda Hultgren 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: Linda Hultgren Phone Number: [redacted]

Claimant Address: 1529 W 10th

Date of Loss: June 18

Location of Loss: 1529 W 10th

Description of Loss (use another sheet of paper if necessary):
my basement flooded - I had to pull up all m carpet - drywall 24" up. I am on a fixed income and need help.

Witness Name: _____ Witness Phone: _____

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

Other: _____ (Check all that apply)

Linda Hultgren
Signature of Claimant

6 Aug 2016
Date

Linda Hultgren
Printed Name of Claimant

City Department Involved: _____

Quote

Flash Services

Date: August 1, 2016
Invoice # 02354
Expiration Date: October 1, 2016

To Linda Hultgren

1529 West 10st
Fremont, NE 68025
[redacted]
Customer ID N/A

Salesperson	Job	Payment Terms	Due Date
Anthony R. Dunn	1529 w 10th residents	TBD	

Qty	Date	Item	Unit Price	Line Total
826 Sq ft	Replace damaged drywall	(Labor)	.30 per sq ft	247.80
826 Sq ft	Finish Drywall (3) Coats	(Labor)	.25 per sq ft	206.50
826 Sq ft	Drywall repair materials	(Materials)	Quote price	386.95
1506 Sq ft	Drywall paint	(Materials)	45.00 per gal	180.00
786 Sq ft	Seal Tight Water proofing for lower wall		26.00 per gal	104.00
1506 Sq ft	Prep and Paint	(Labor)	.50 Sq ft	753.00
1180Sq ft	Carpet replacement	Labor and materials	3.00 Sq ft	3540.00

Subtotal	5,418.25
Sales Tax	Included
Total	5418.25

Quotation prepared by: Anthony Dunn _____

This is a quotation on the goods named, subject to the noted below: [Describe any conditions pertaining to these prices and any additional terms of the agreement. You may want to include contingencies that will affect the quotation.]

To accept this quotation, sign here and return: _____

Thank you for your business!

Quote

Flash Services

Date: August 1, 2016
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To Linda Hultgren

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Fremont, NE 68025
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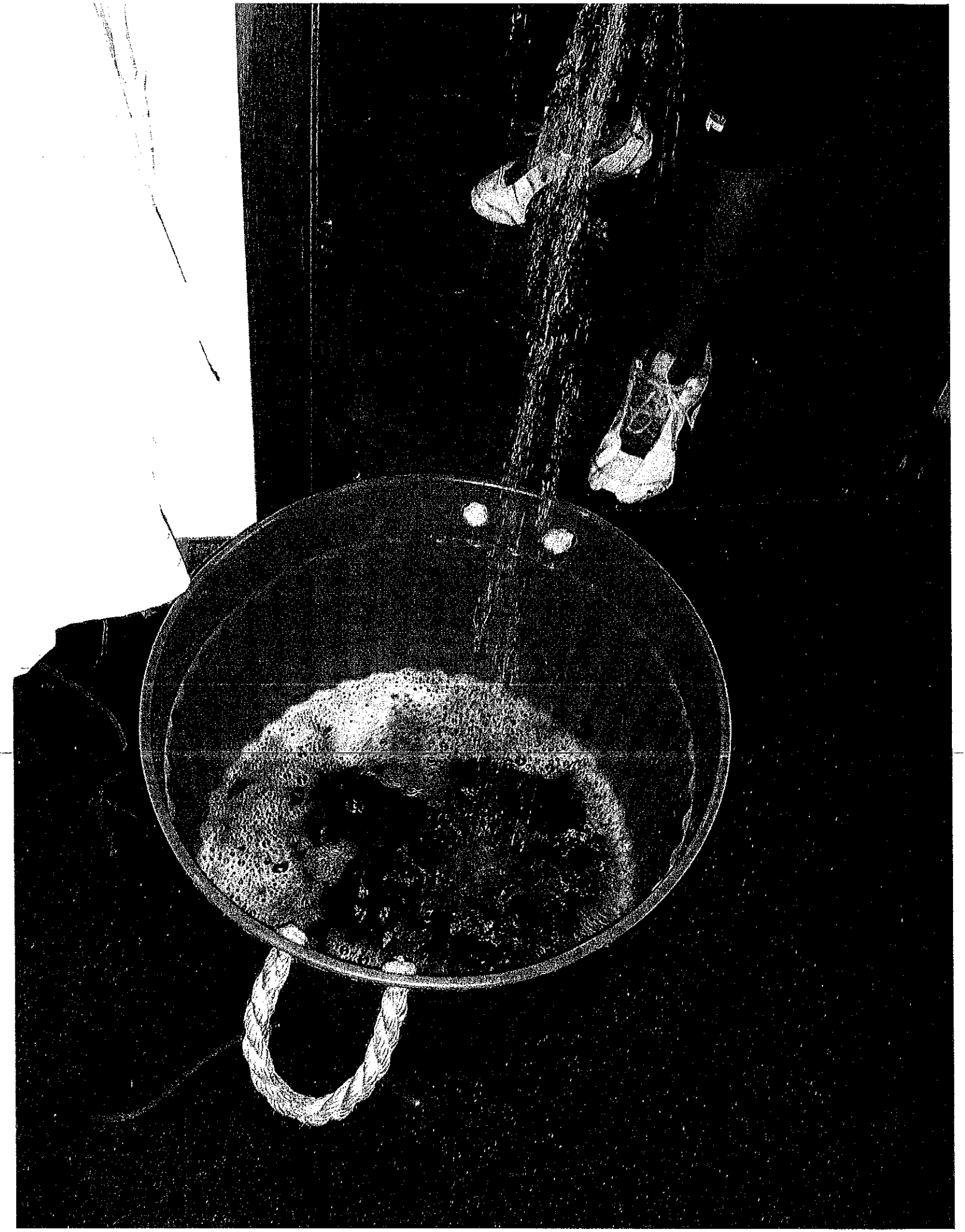
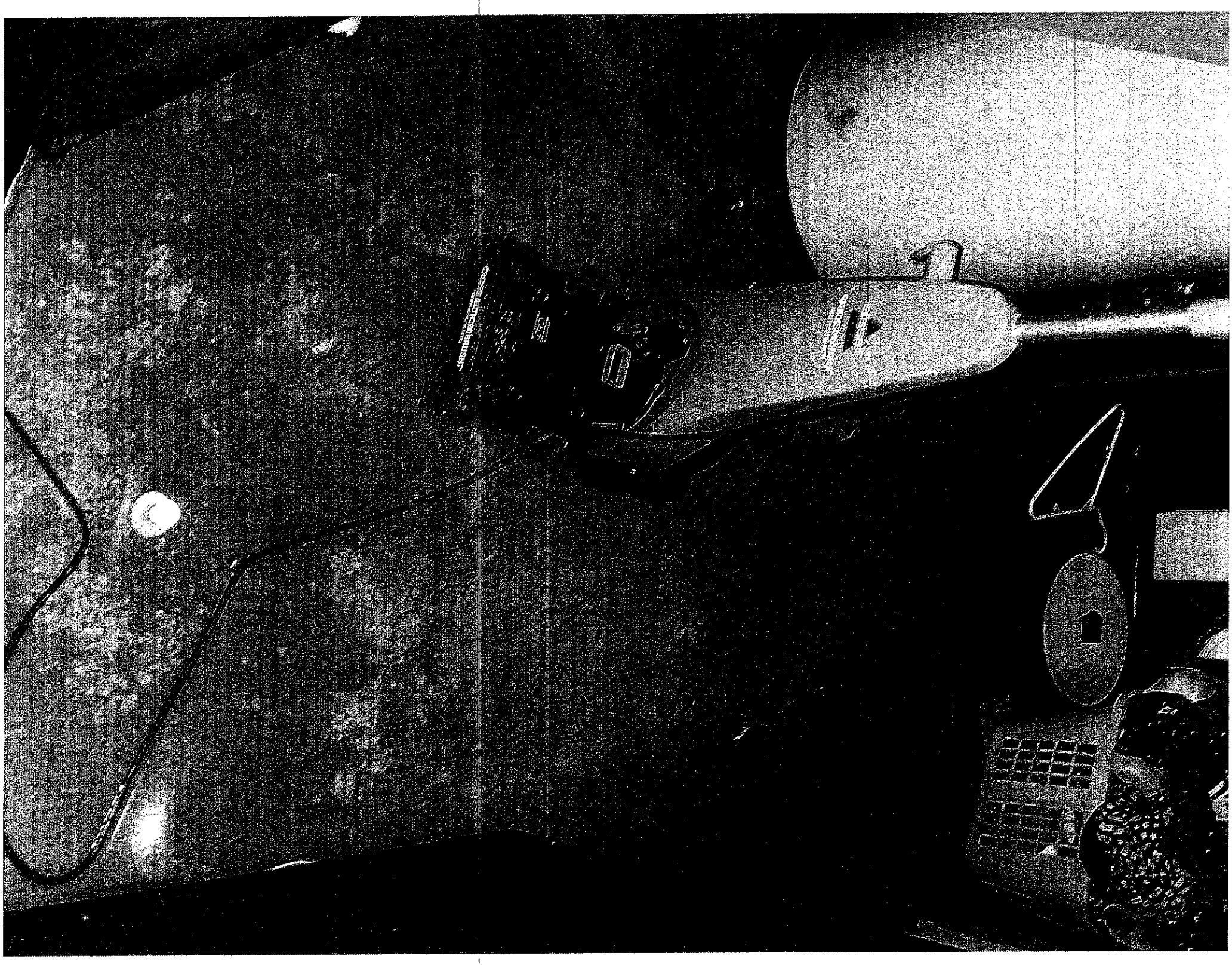
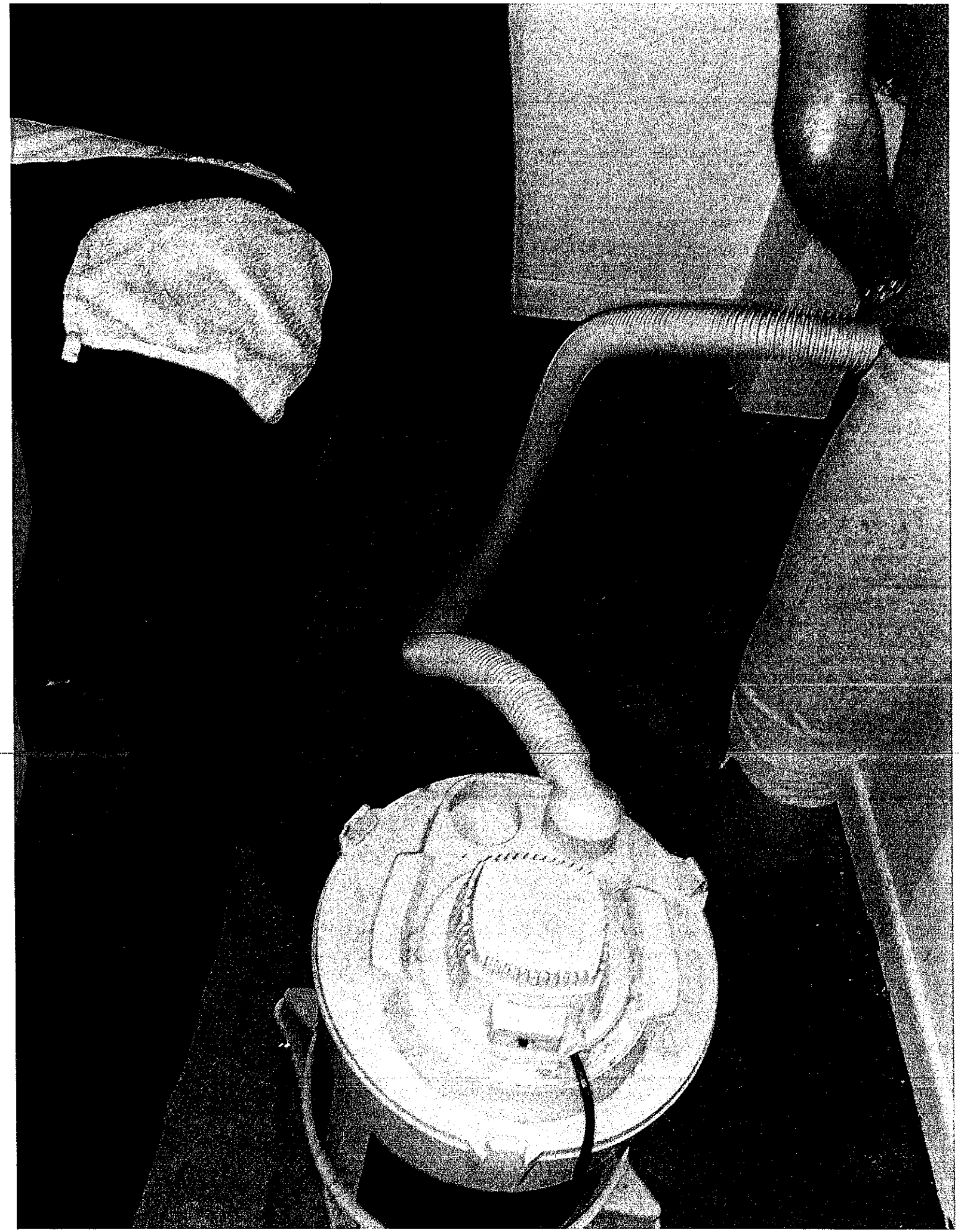
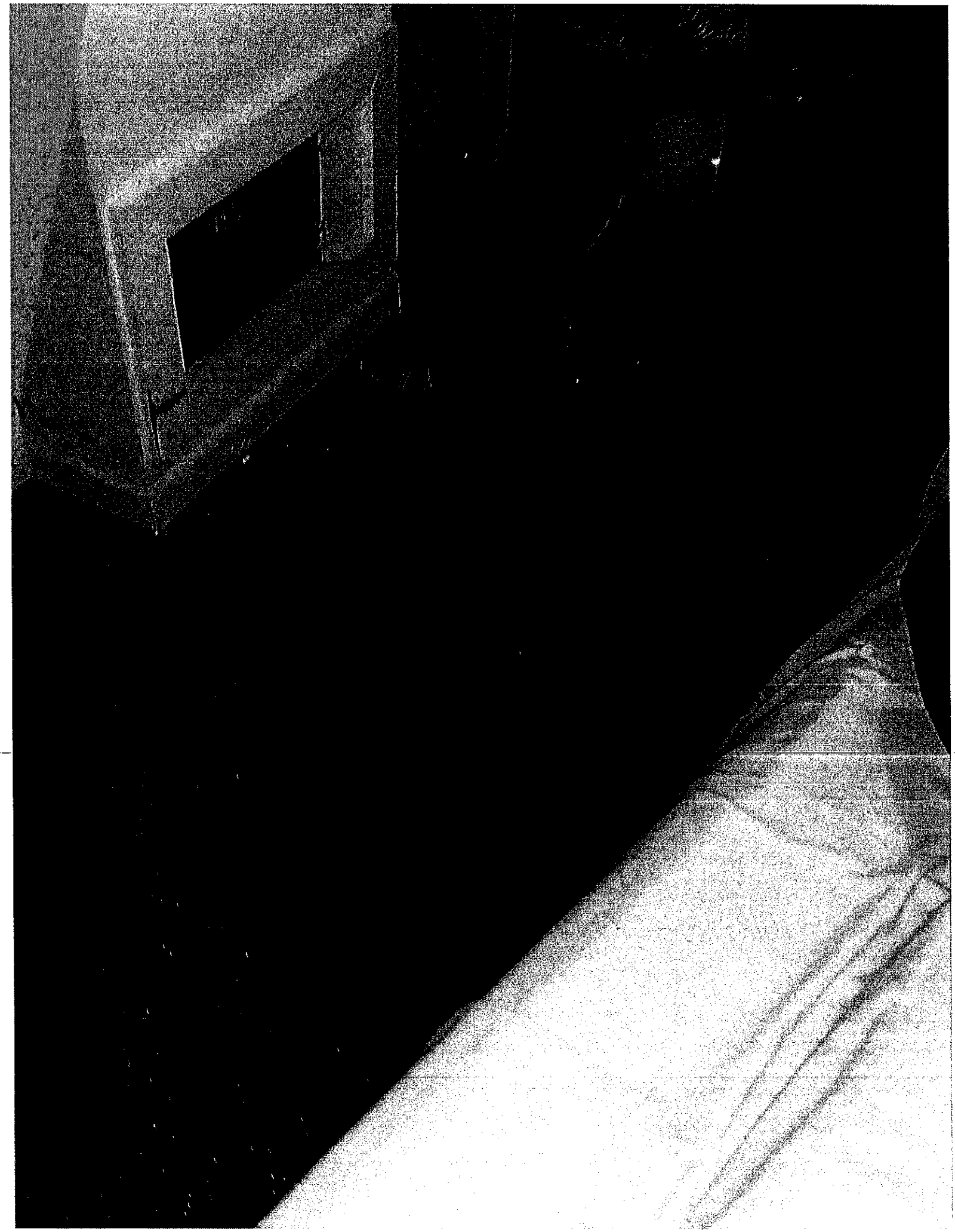
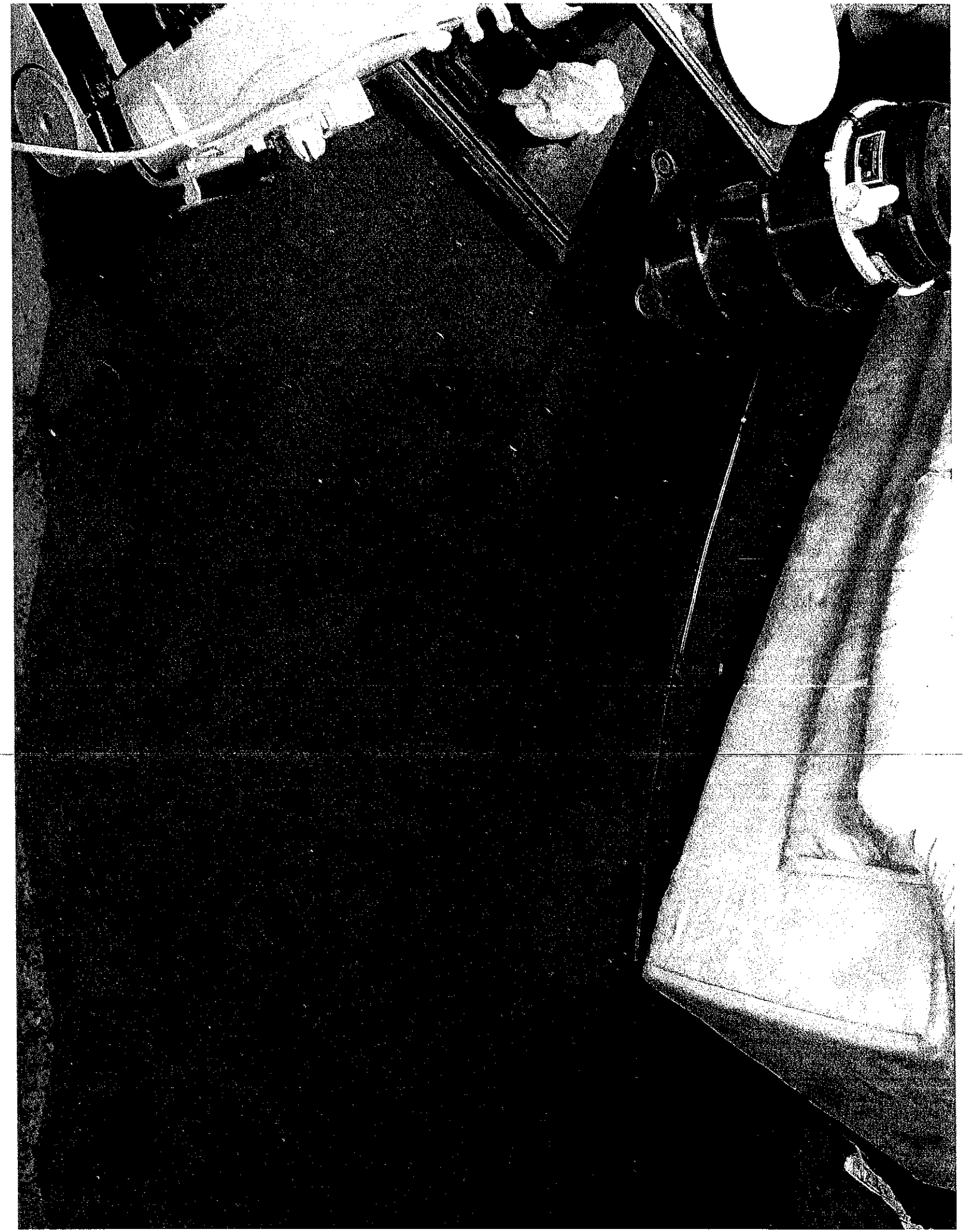


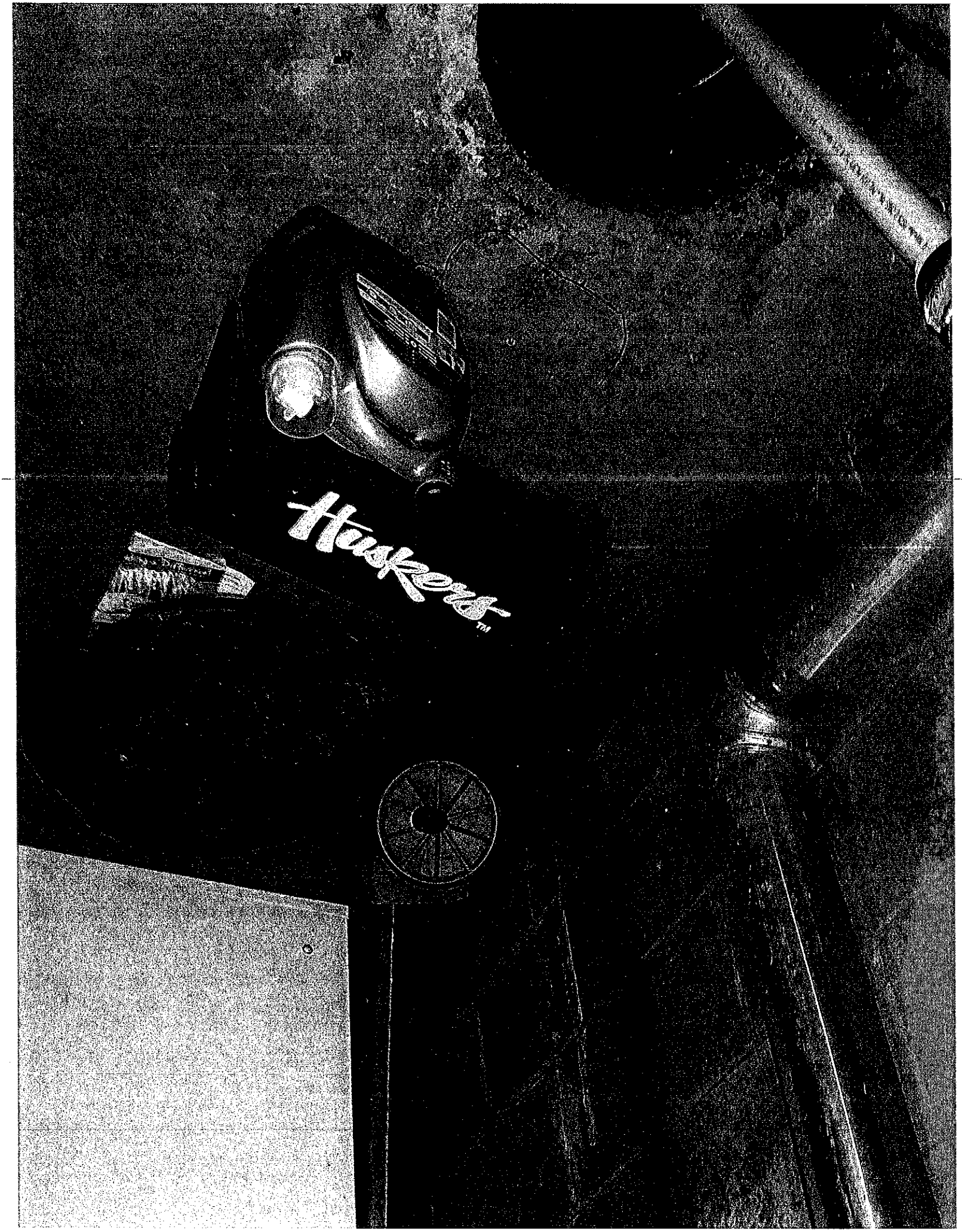


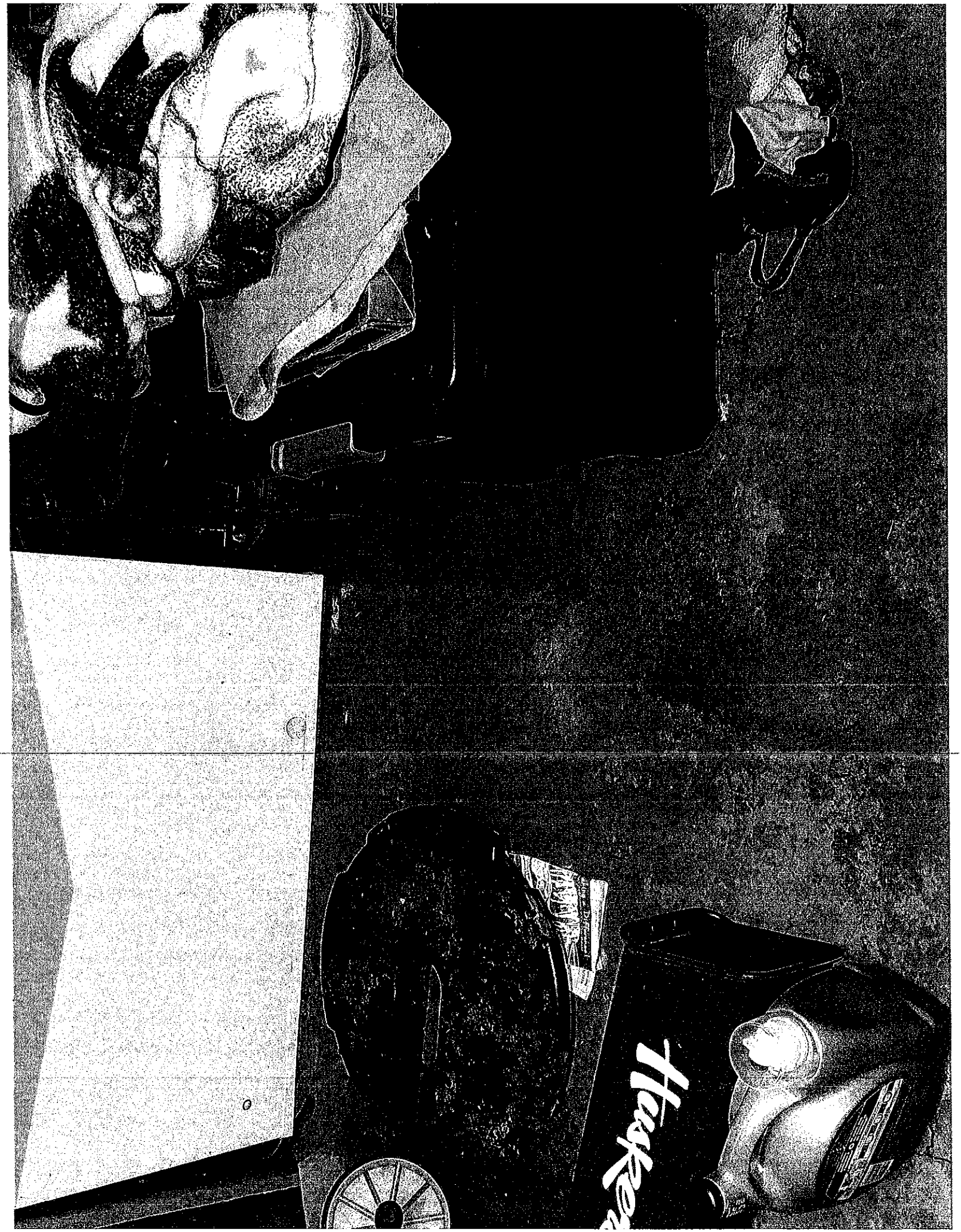






LOVE


Huskers™


Hawker

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM; Paul A. Payne, City Attorney

DATE: August, 2016

SUBJECT: Acknowledge the receipt of tort claim filed by TJ Marsh

---

RECOMMENDATION: A pprove acknowledgement of the Tort Claim filed by TJ Marsh

---

BACKGROUND; The City of Fremont has received a Notice of Tort Claim on behalf of TJ and Jessica Marsh alleging certain claims in connection with an alleged flooding in the basement which occurred on or about June 18, 2016 at 1212 Jones Drive Fremont, Nebraska.

Without getting into issues concerning the City's and other parties' liability, and whether the claim of TJ and Jessica Marsh 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: T J and Jessica MARSH Phone Number: [redacted]

Claimant Address: 1212 Jones DR

Date of Loss: June 18 - 19

Location of Loss: 1212 Jones Drive

Description of Loss (use another sheet of paper if necessary):
Mechanical Problem or failure of city sewage system caused sewage to back up into basement causing damage to an carpet Dry wall & Trim work

TOTAL LOOSS ESTIMATE 13,610.00

Witness Name: Jay marsh Witness Phone: [redacted]

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

Other: _____ (Check all that apply) 28 pgs

Signature of Claimant

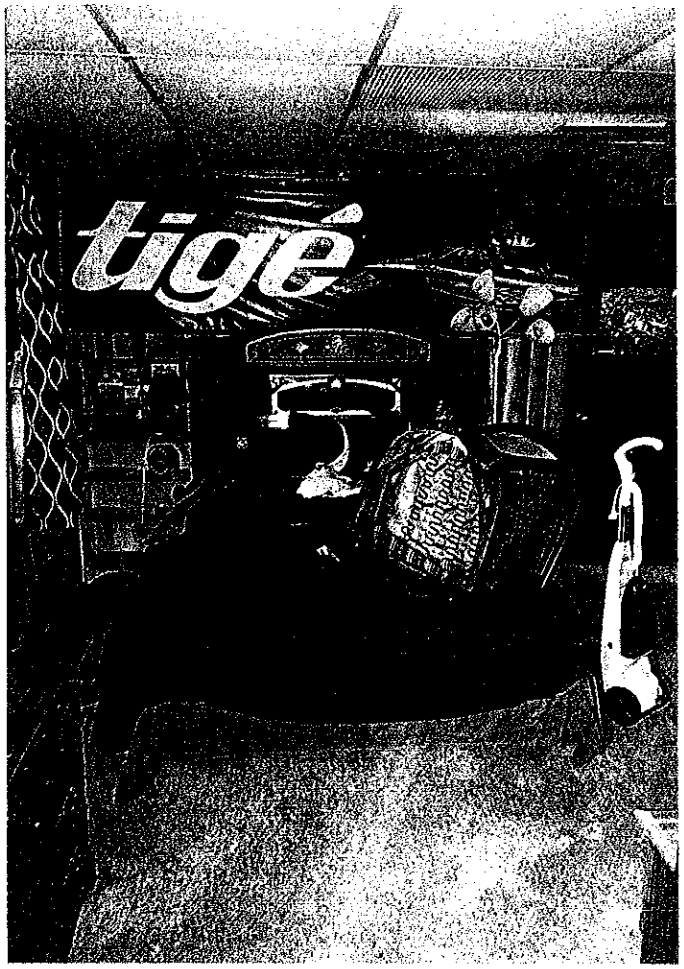
8-8-16
Date

T J Marsh
Printed Name of Claimant

RECEIVED
AUG 08 2016
BY:

City Department Involved: _____

SCANNED
AUG 08 2016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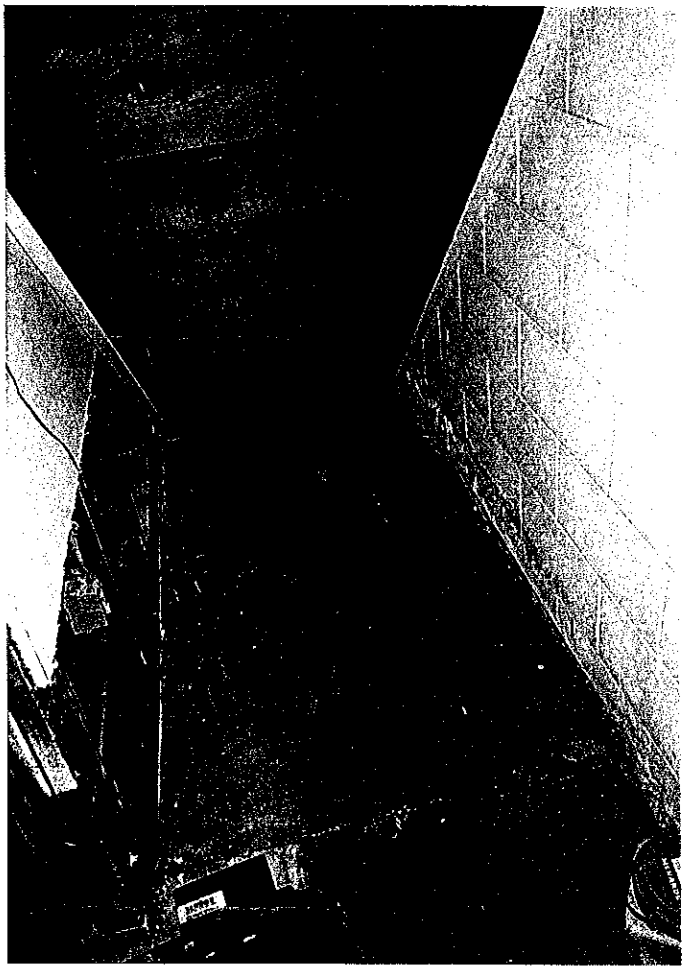
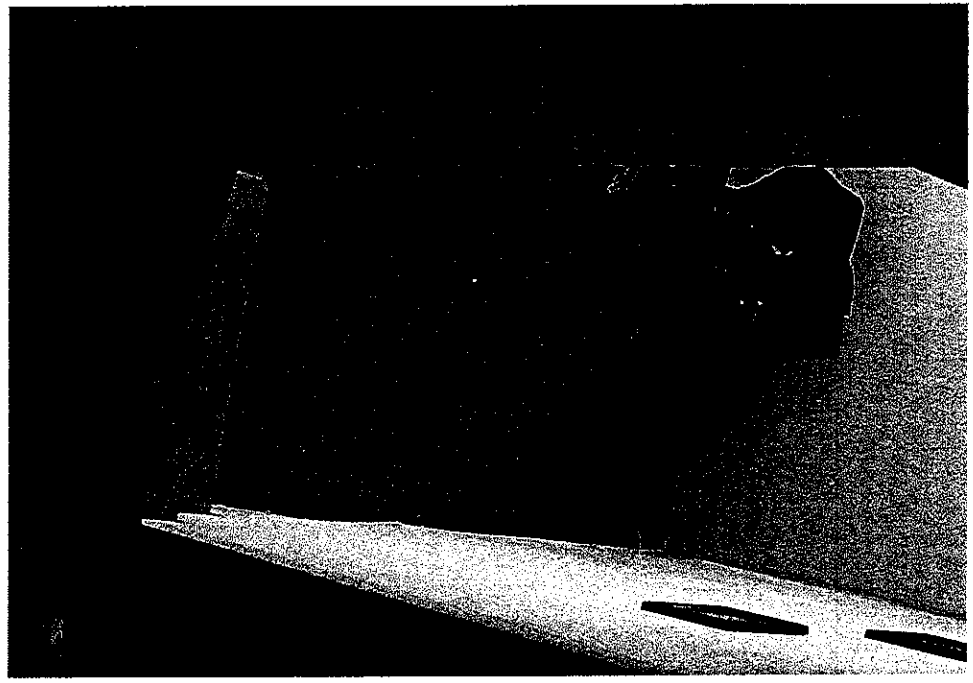
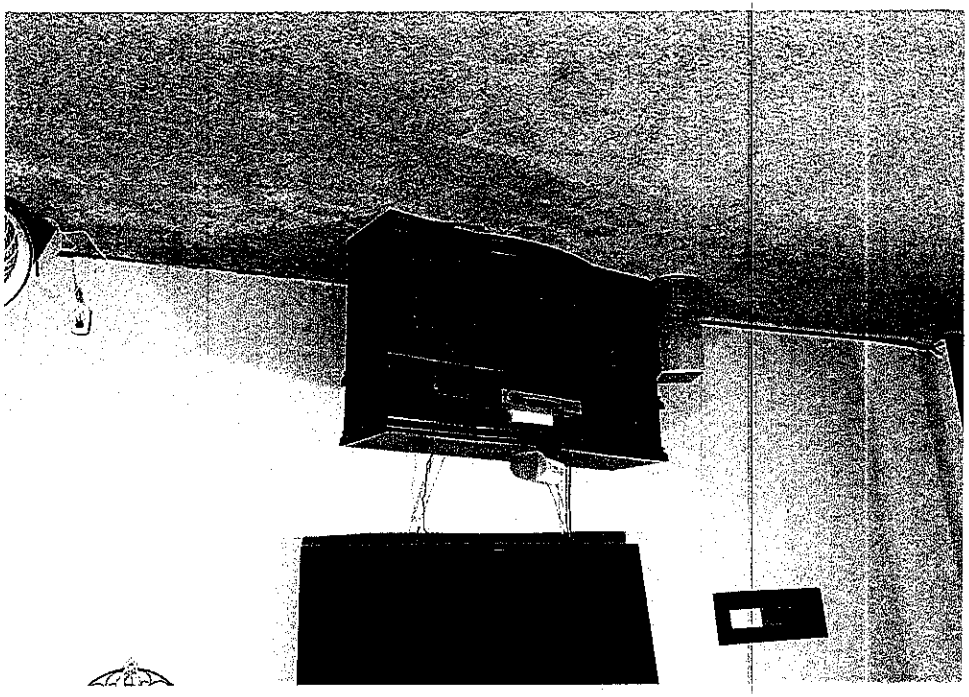
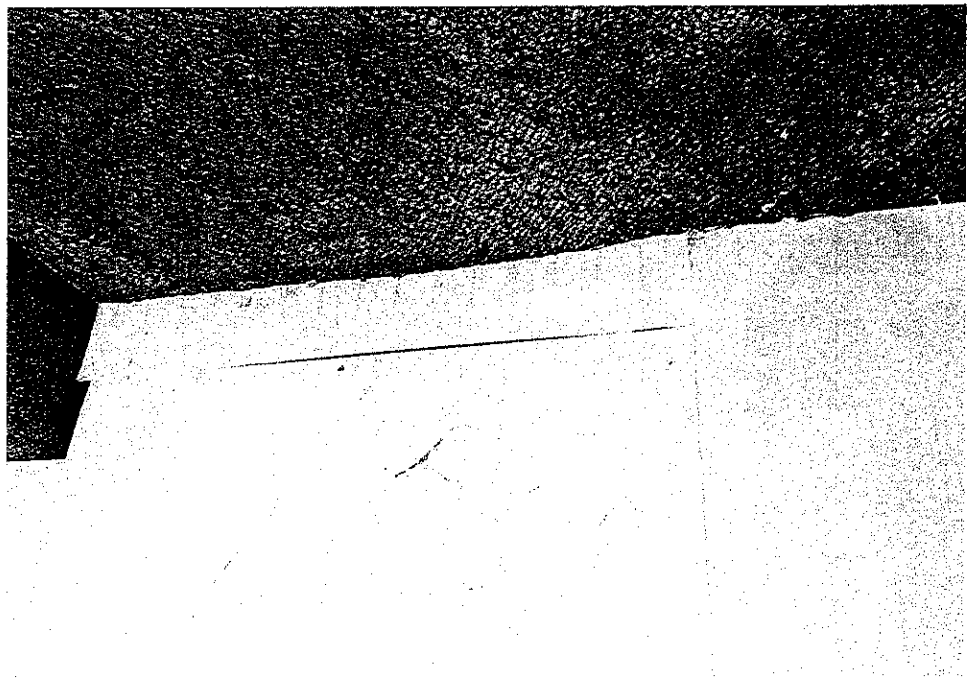
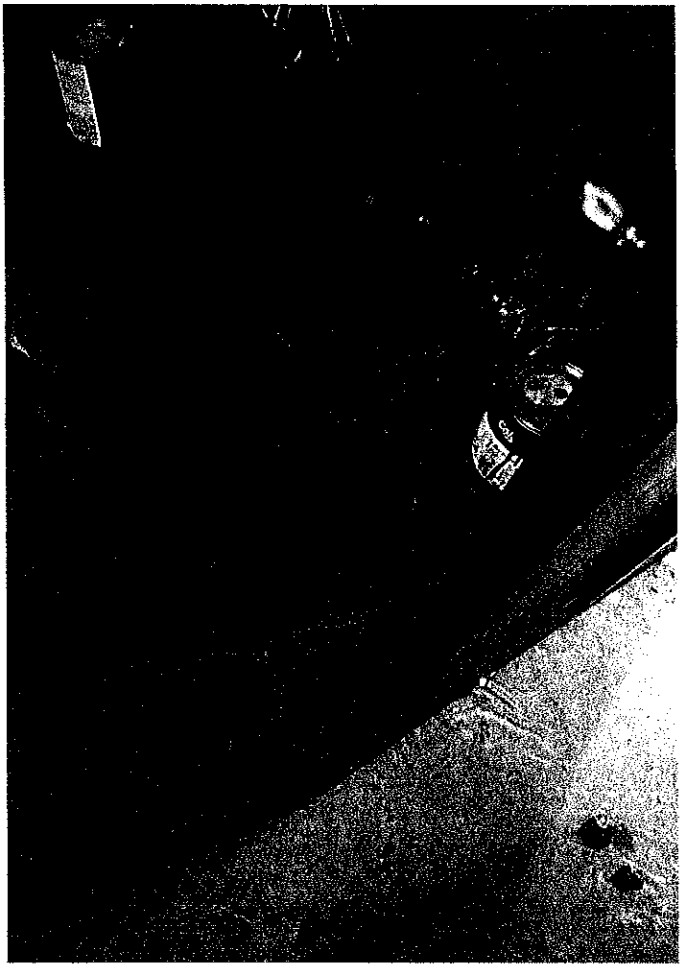
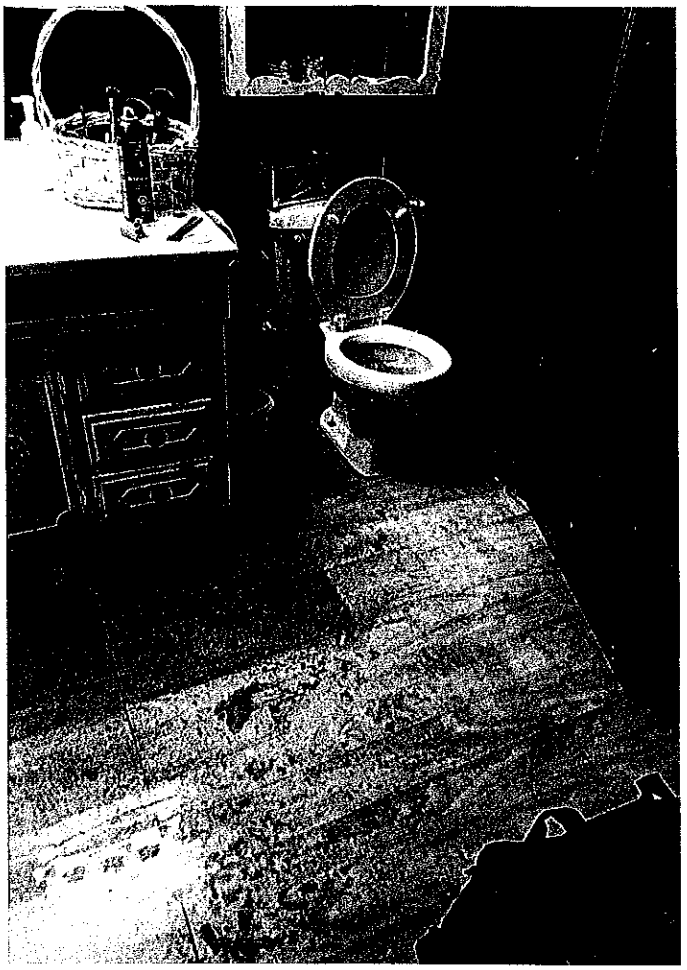


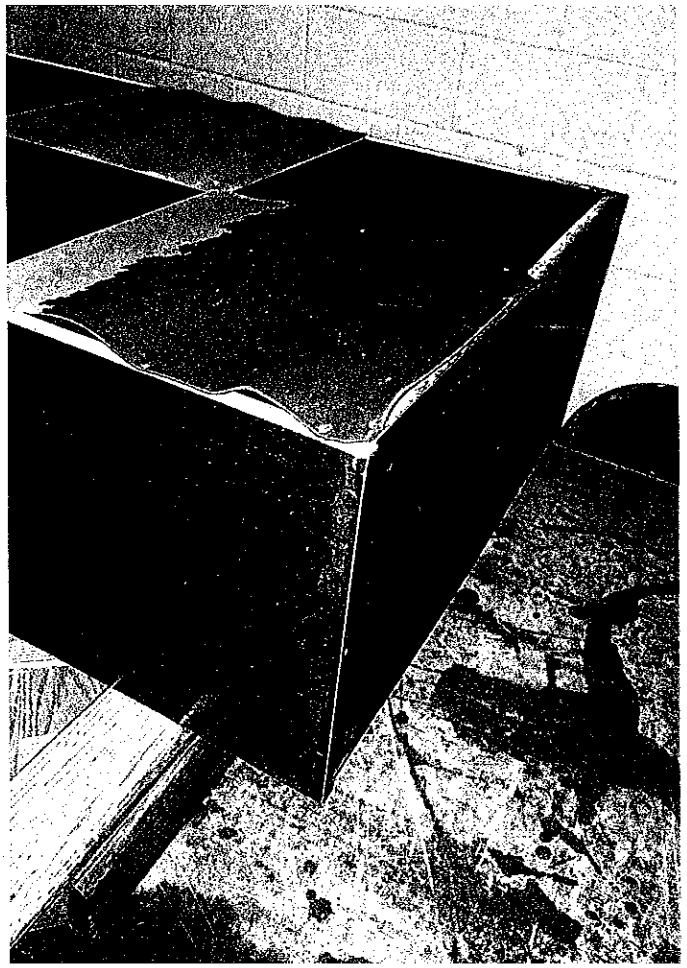


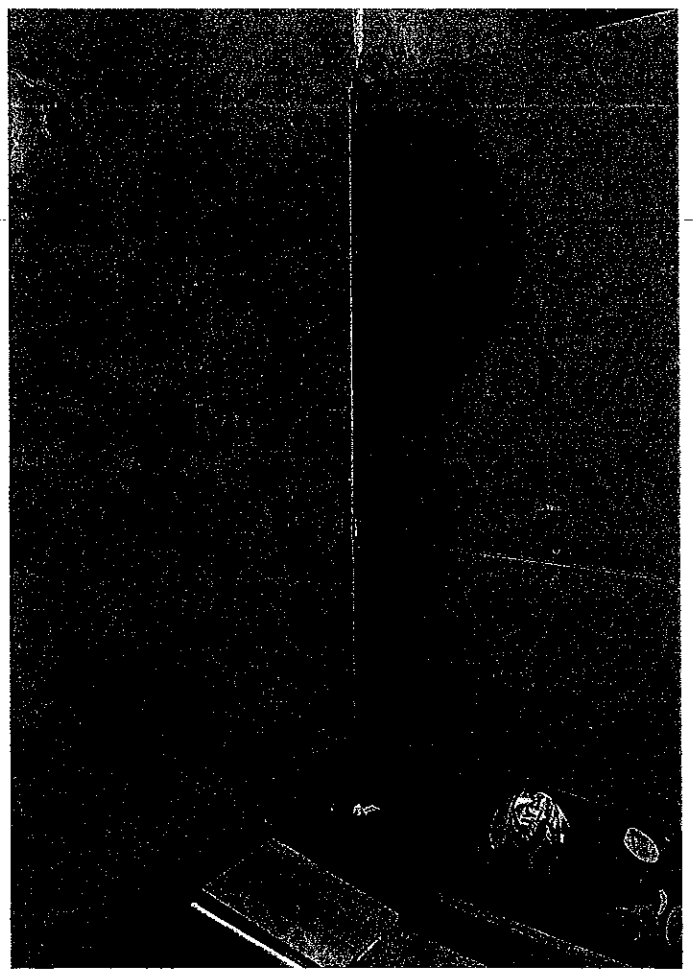


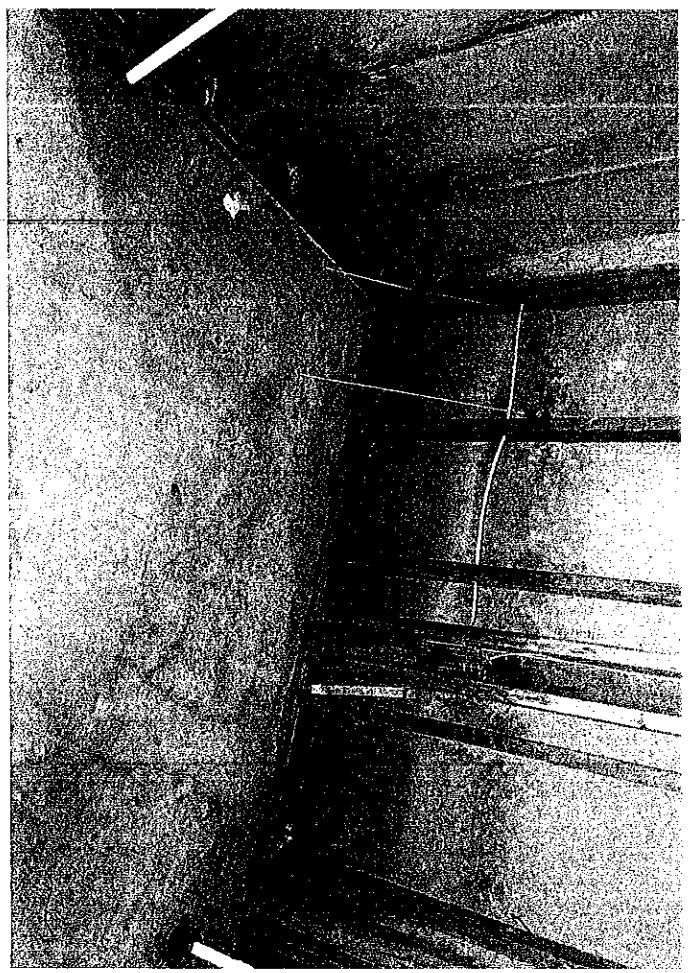




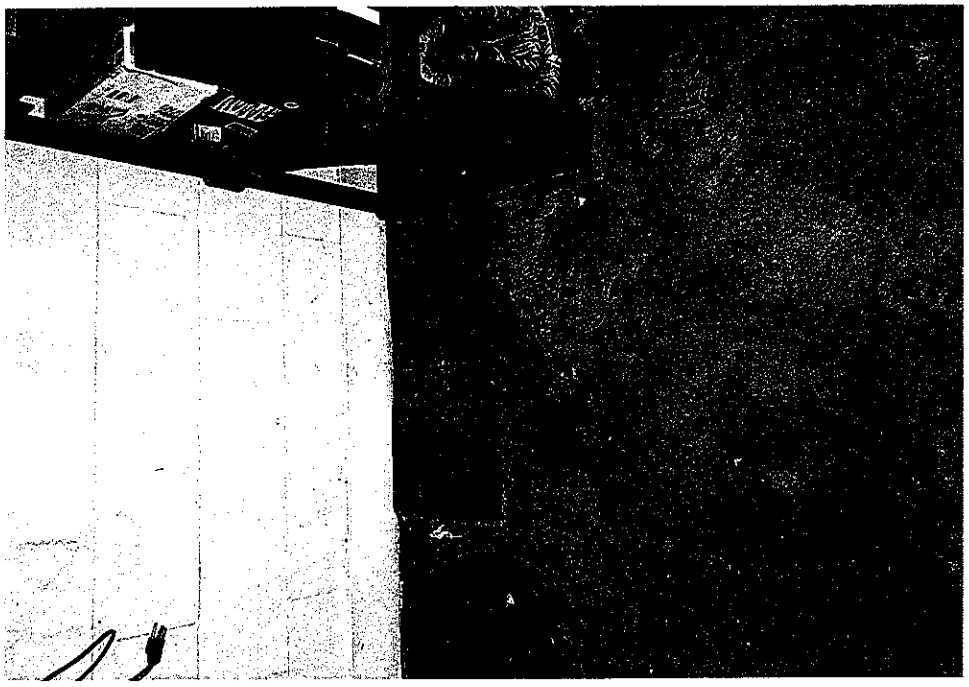


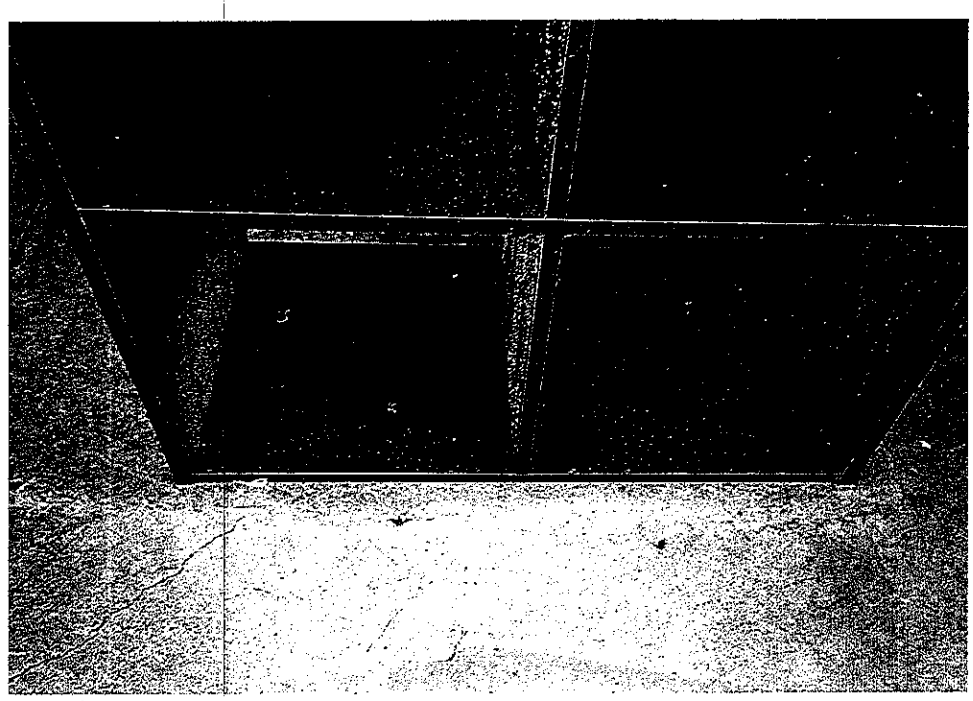


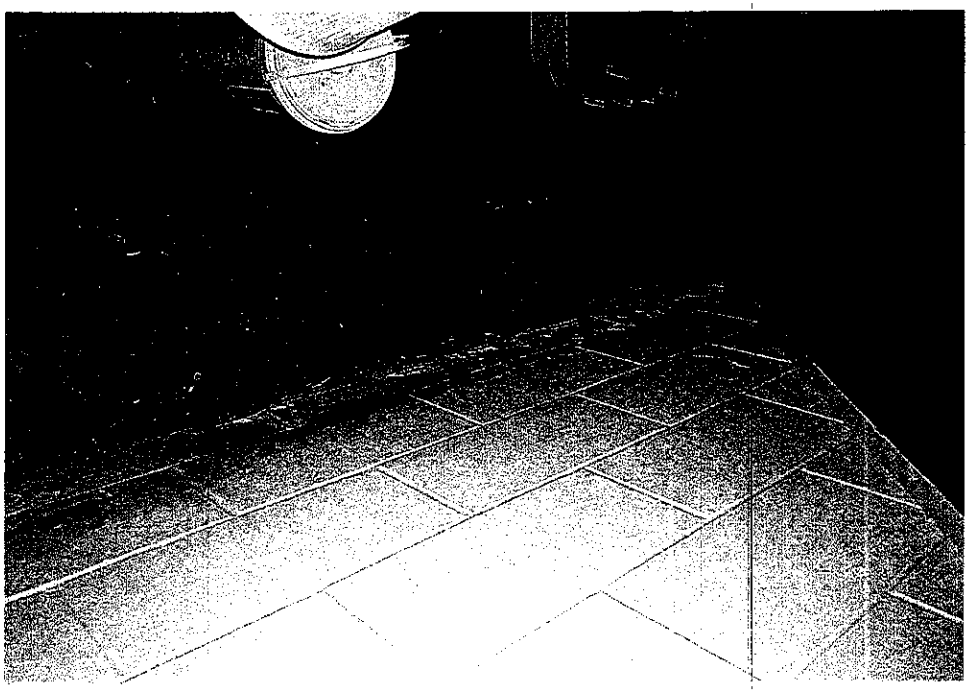


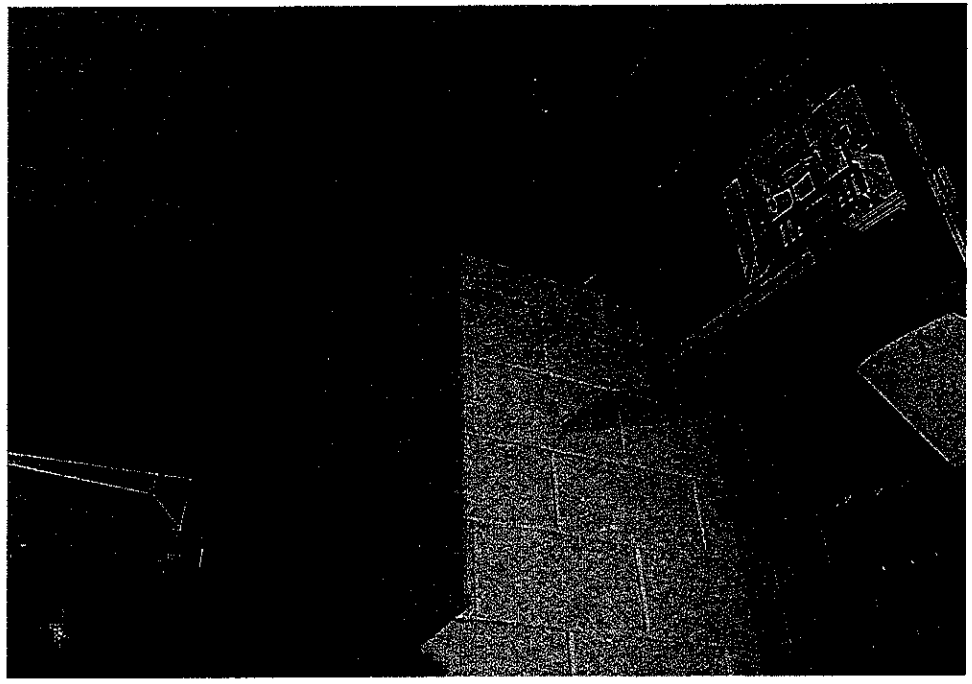


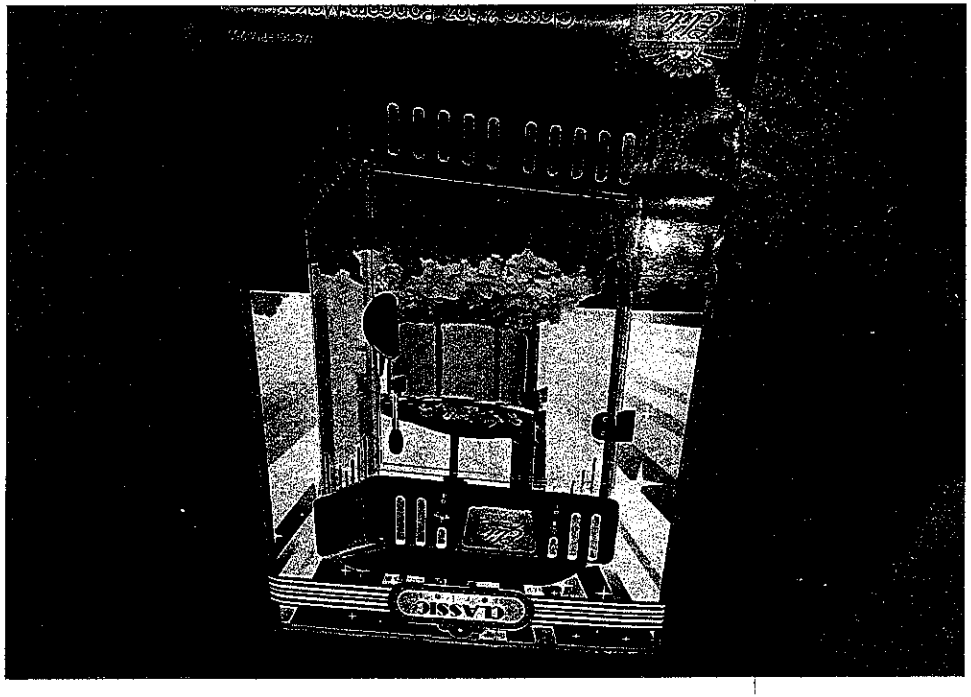
HOBBY LOBBY
SEASONAL SHOP
Flame Retardant

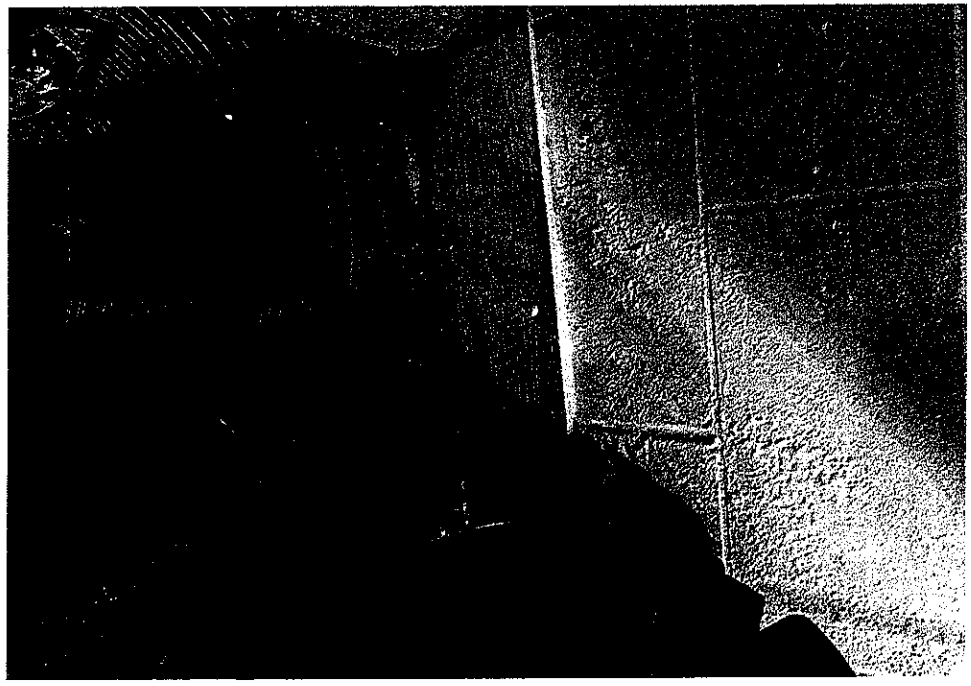


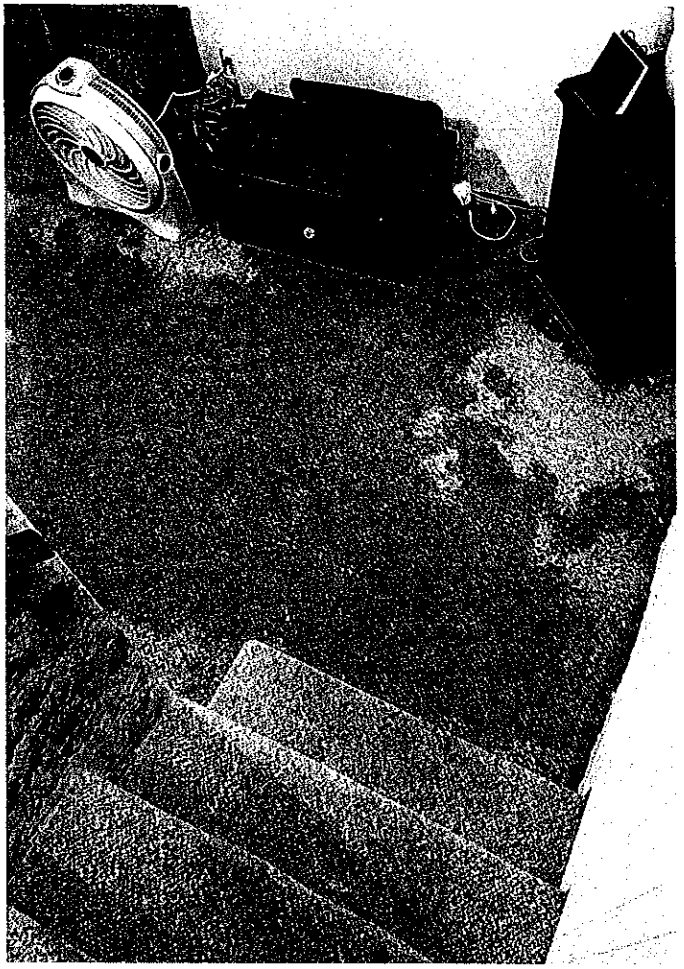


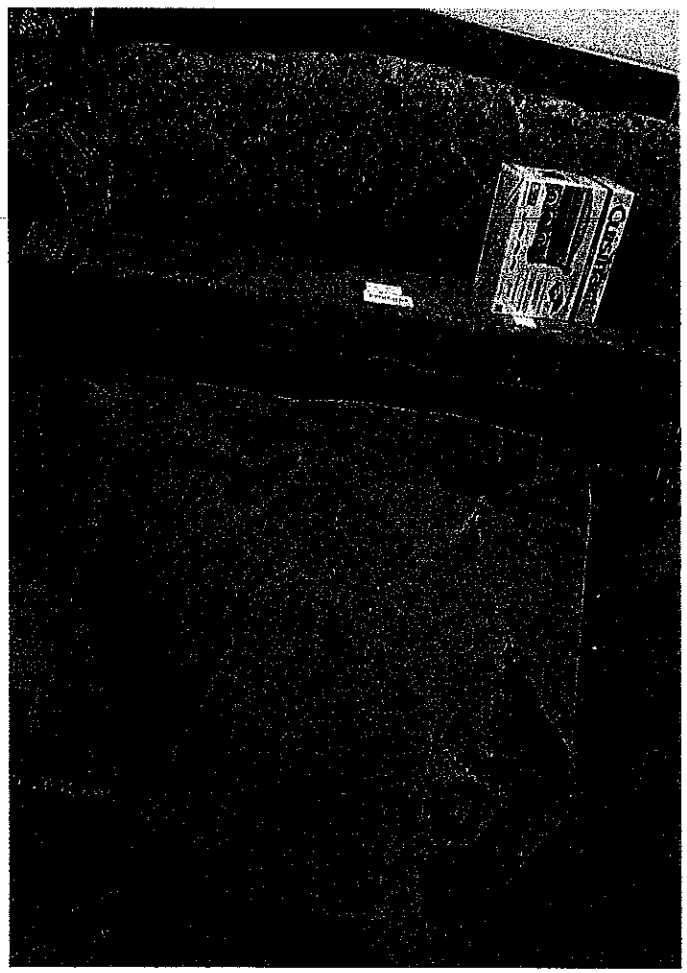


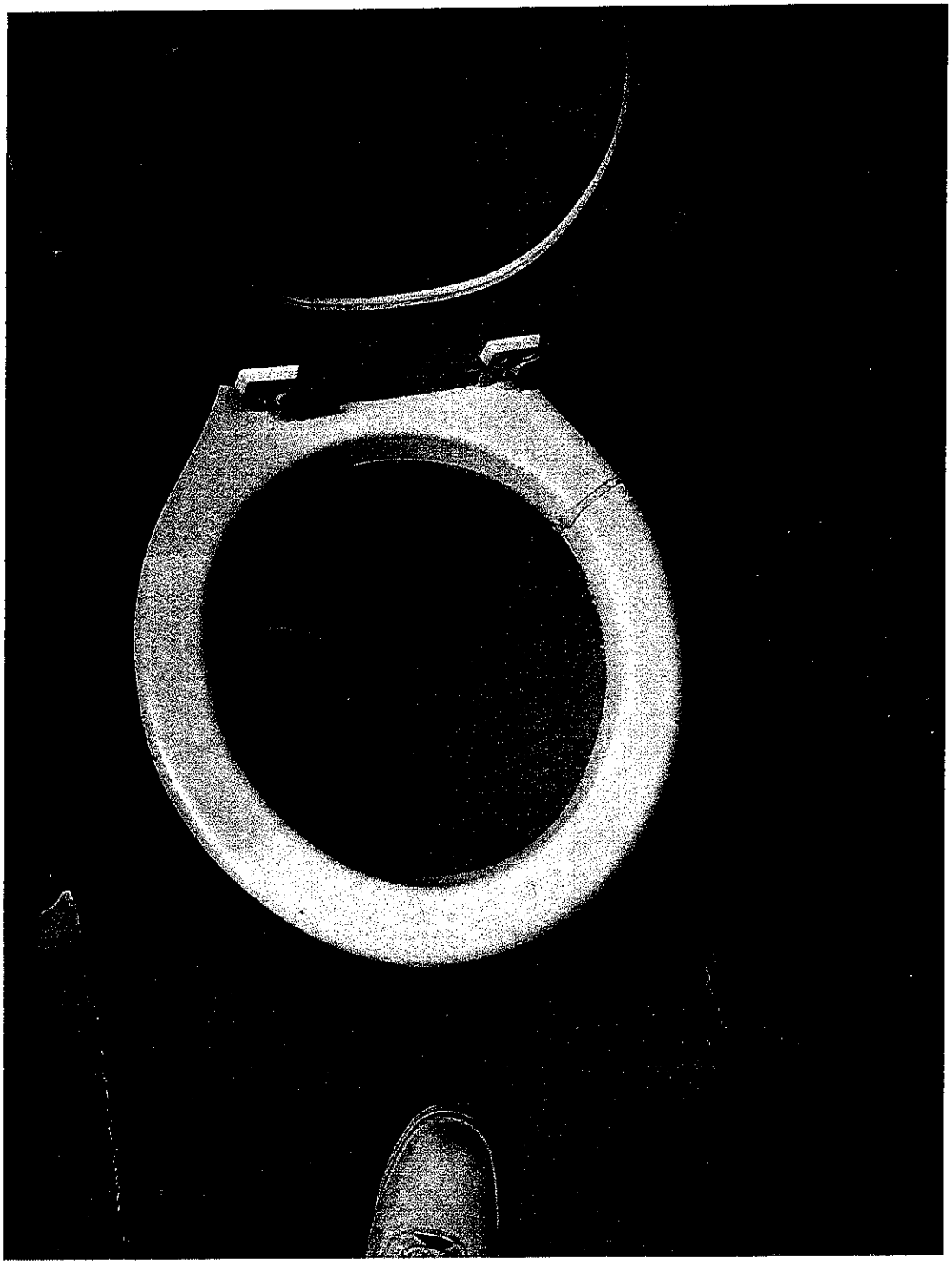



CASIO









Basement Bathroom

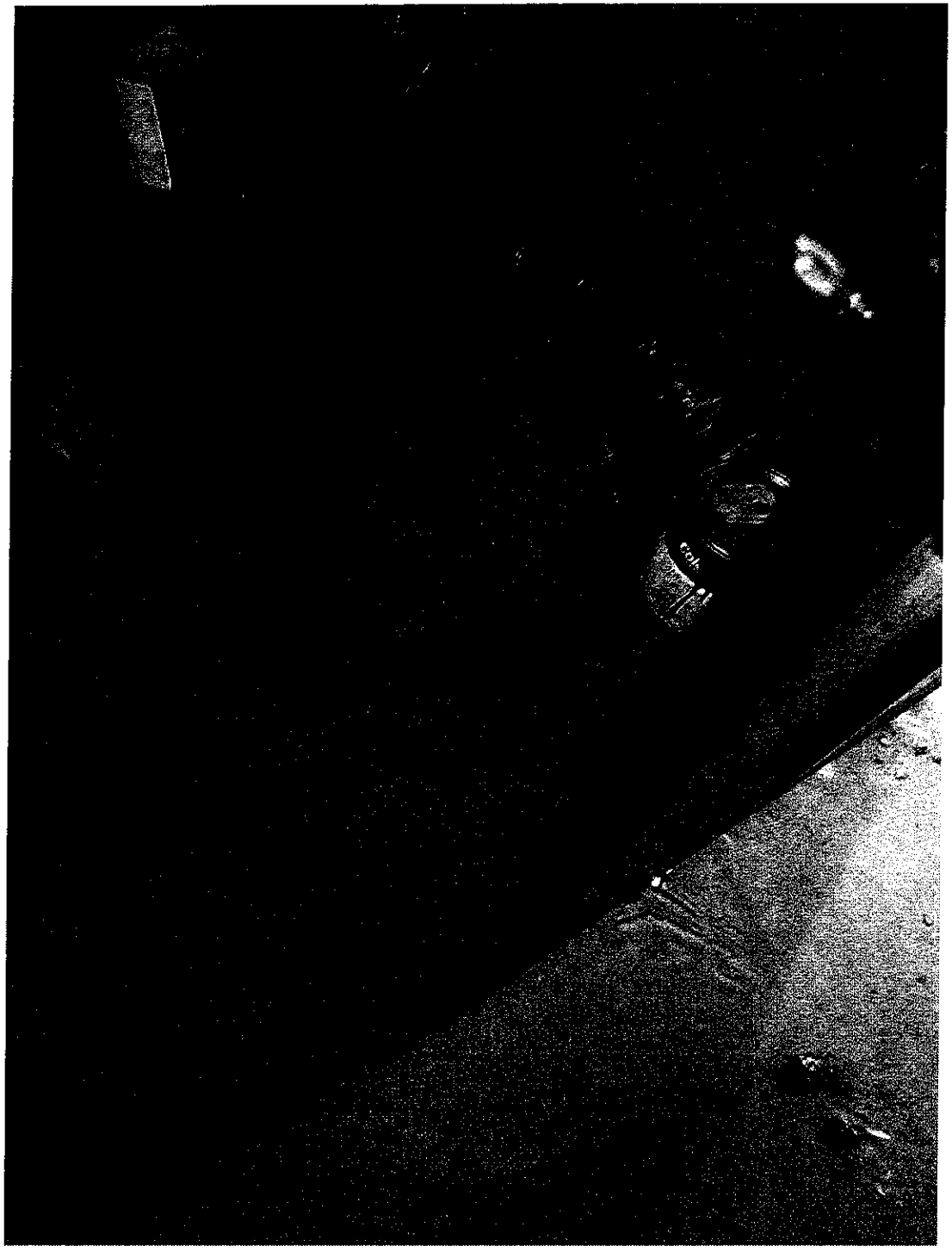
Utilitie Room

Bathroom Floor

Bathroom Floor

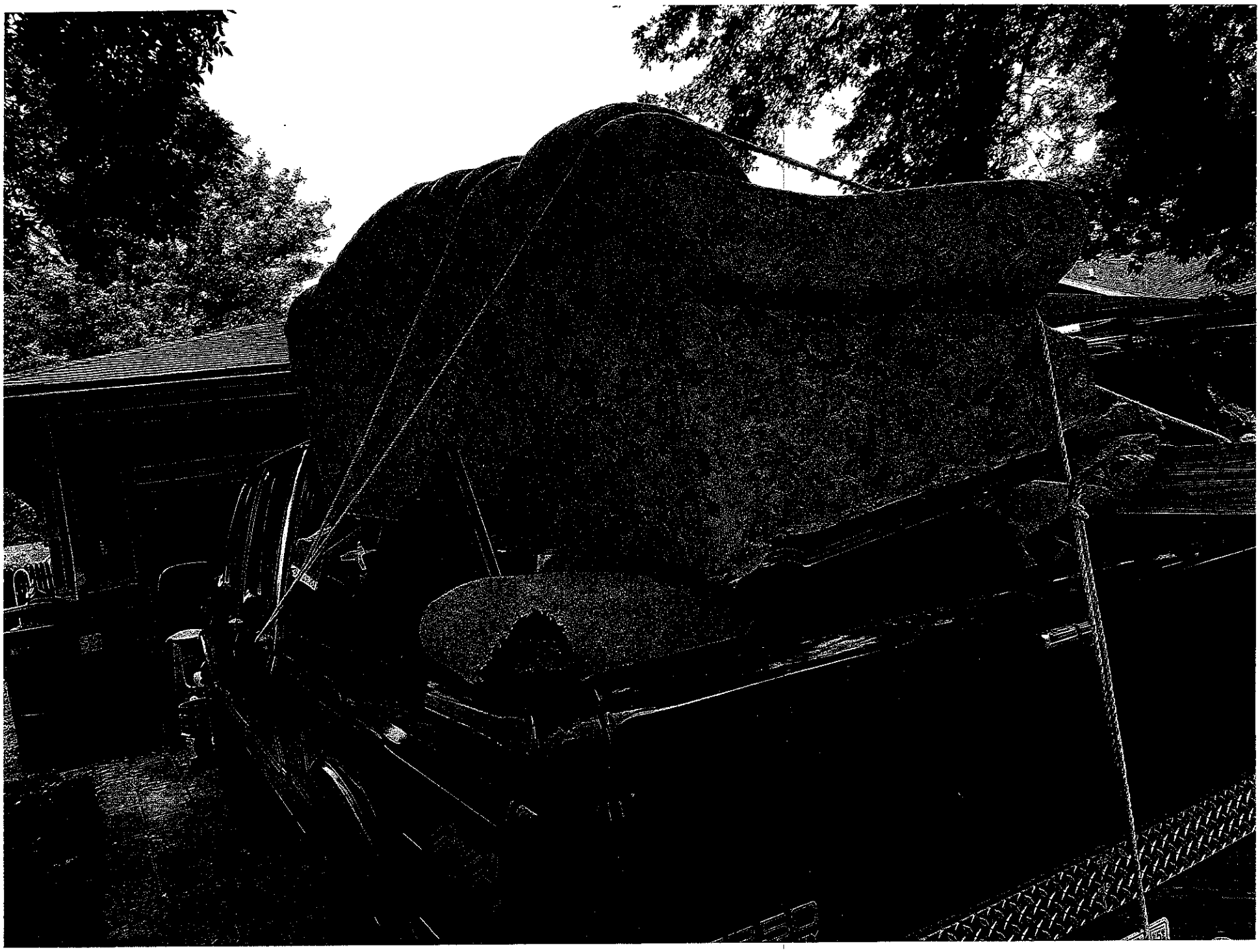
Bathroom Floor

Bathroom TO finishe Bed Room

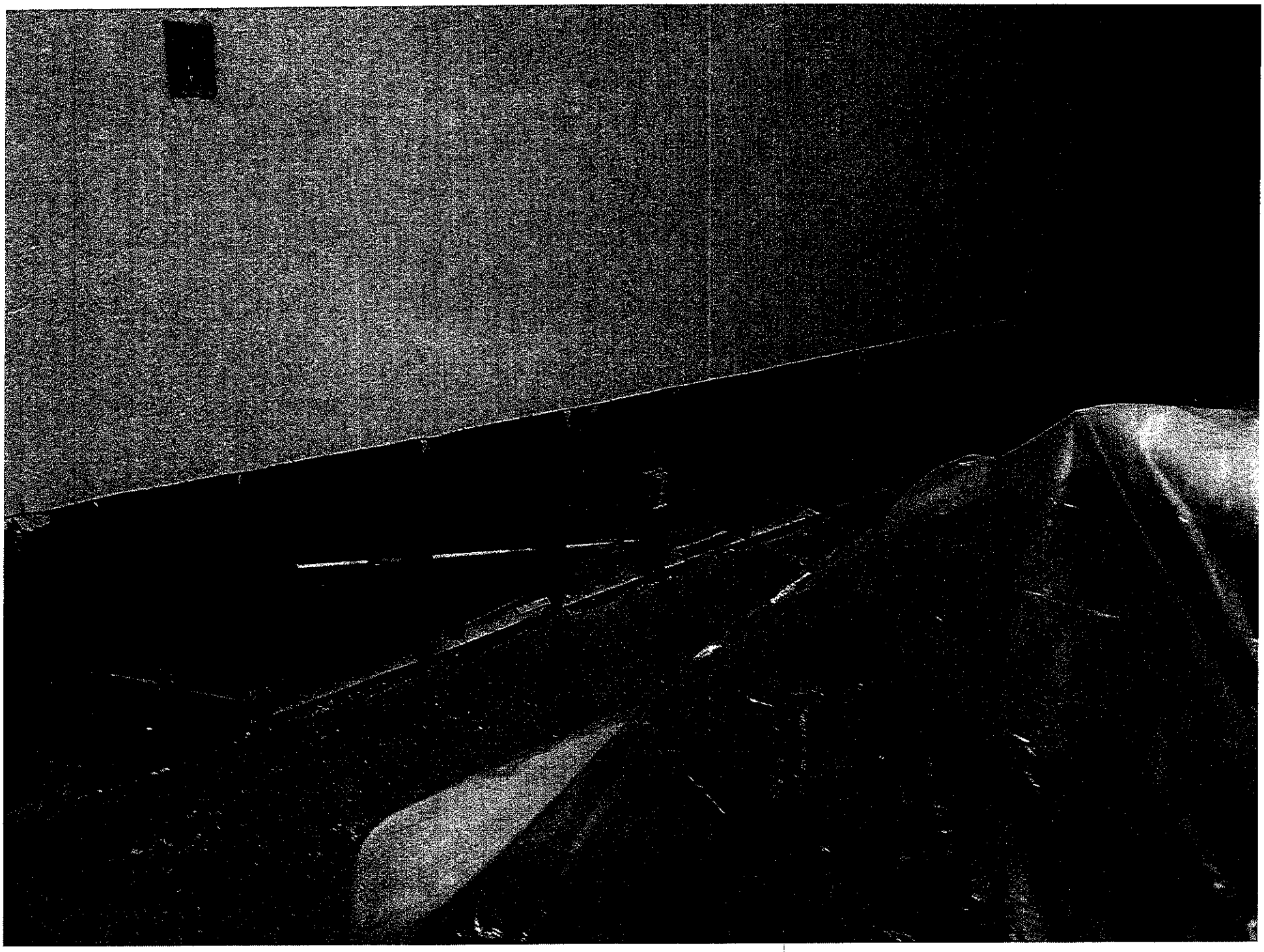


Sewage comming up from van

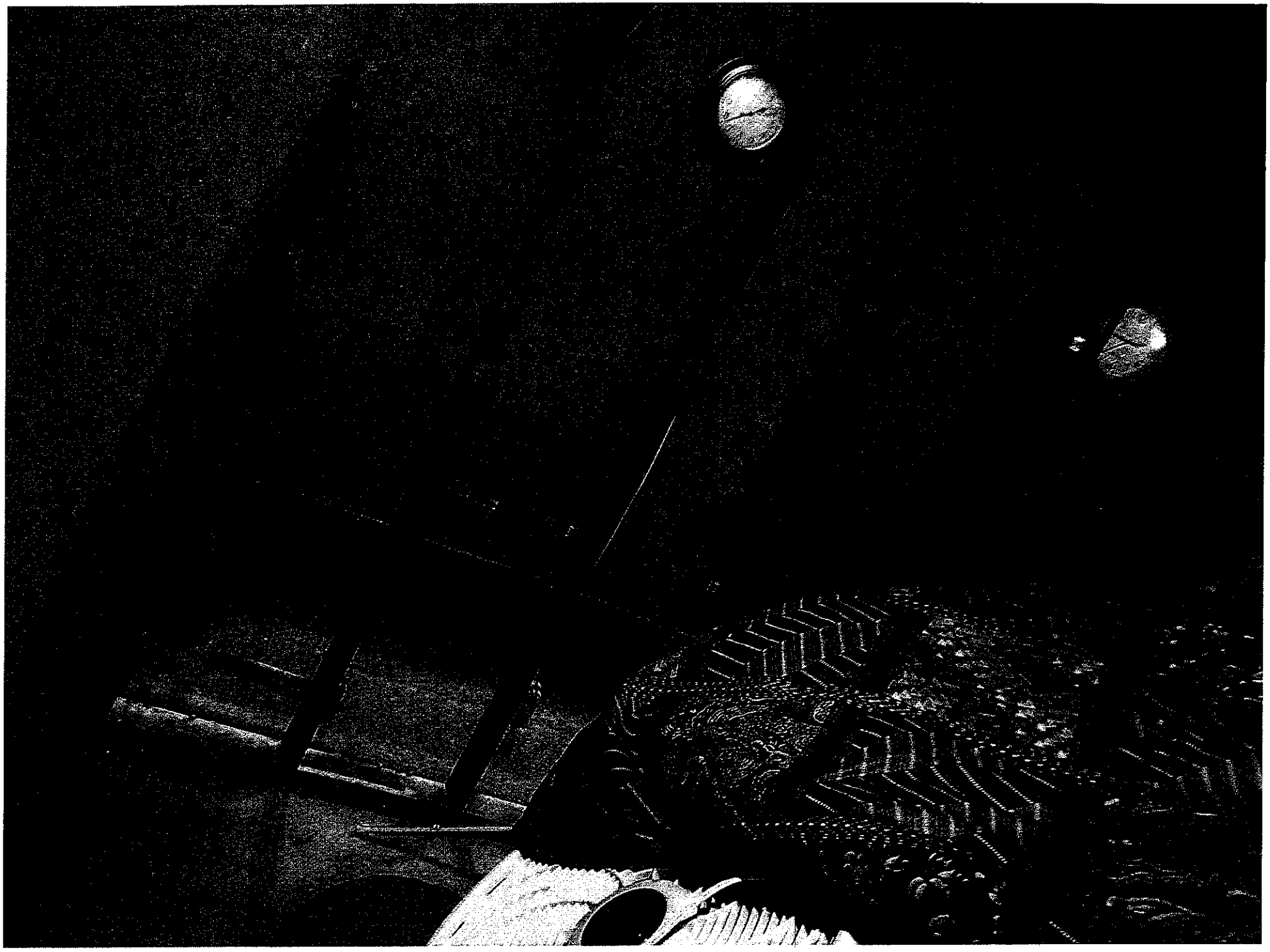
furniture & carpet



Craft Room



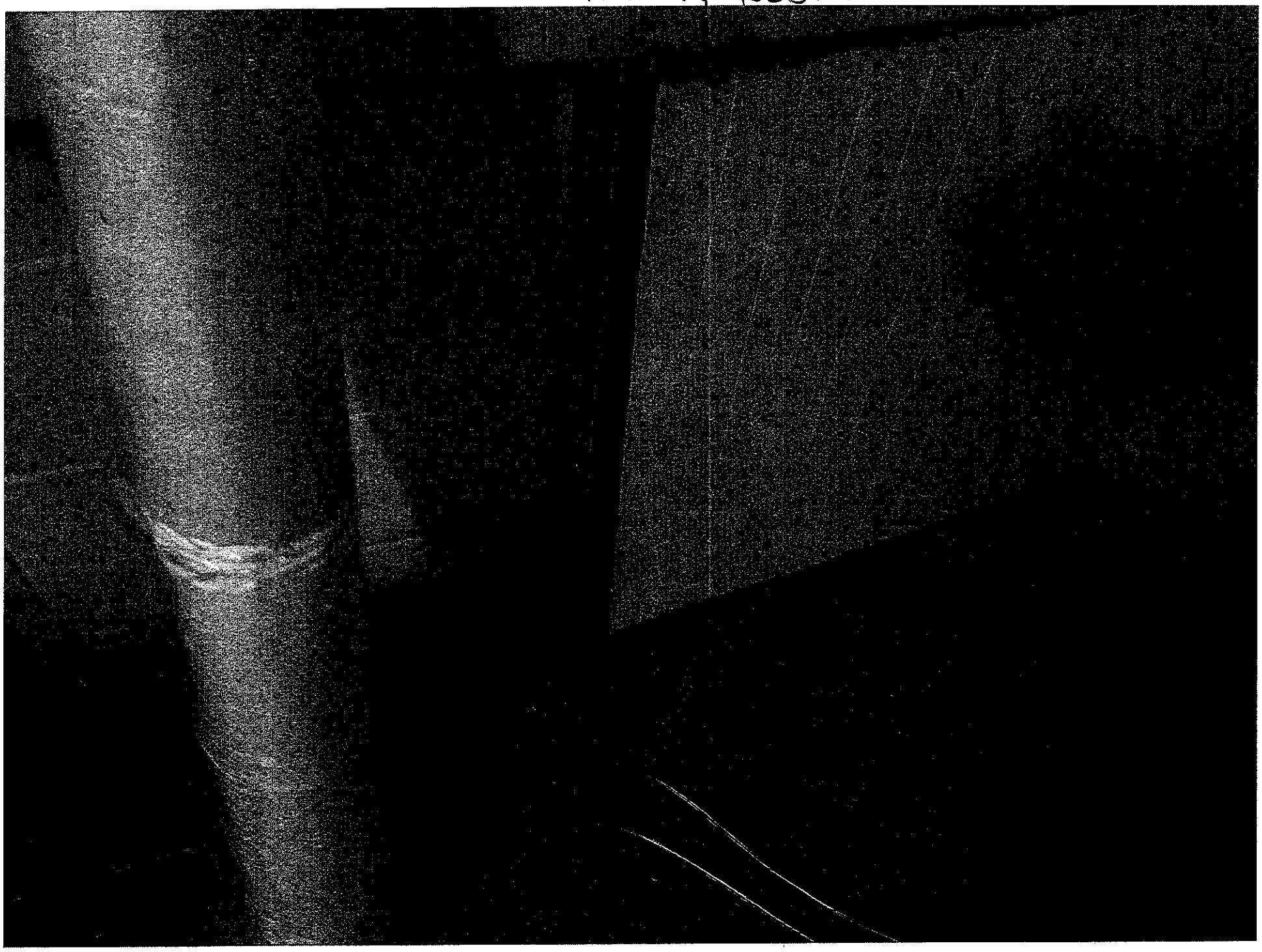
CRAFT ROOM



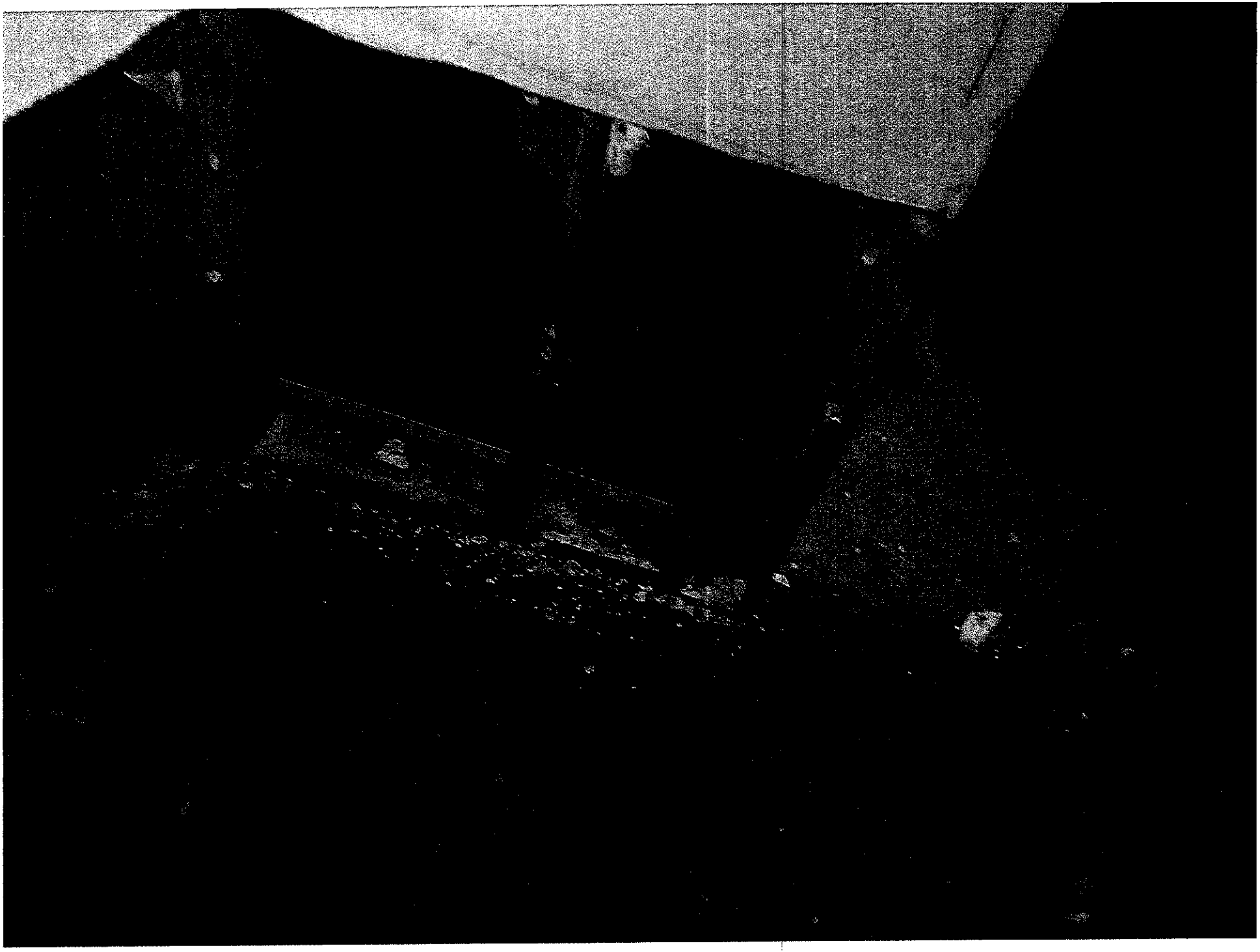
Red Room

Family Room

Family Room



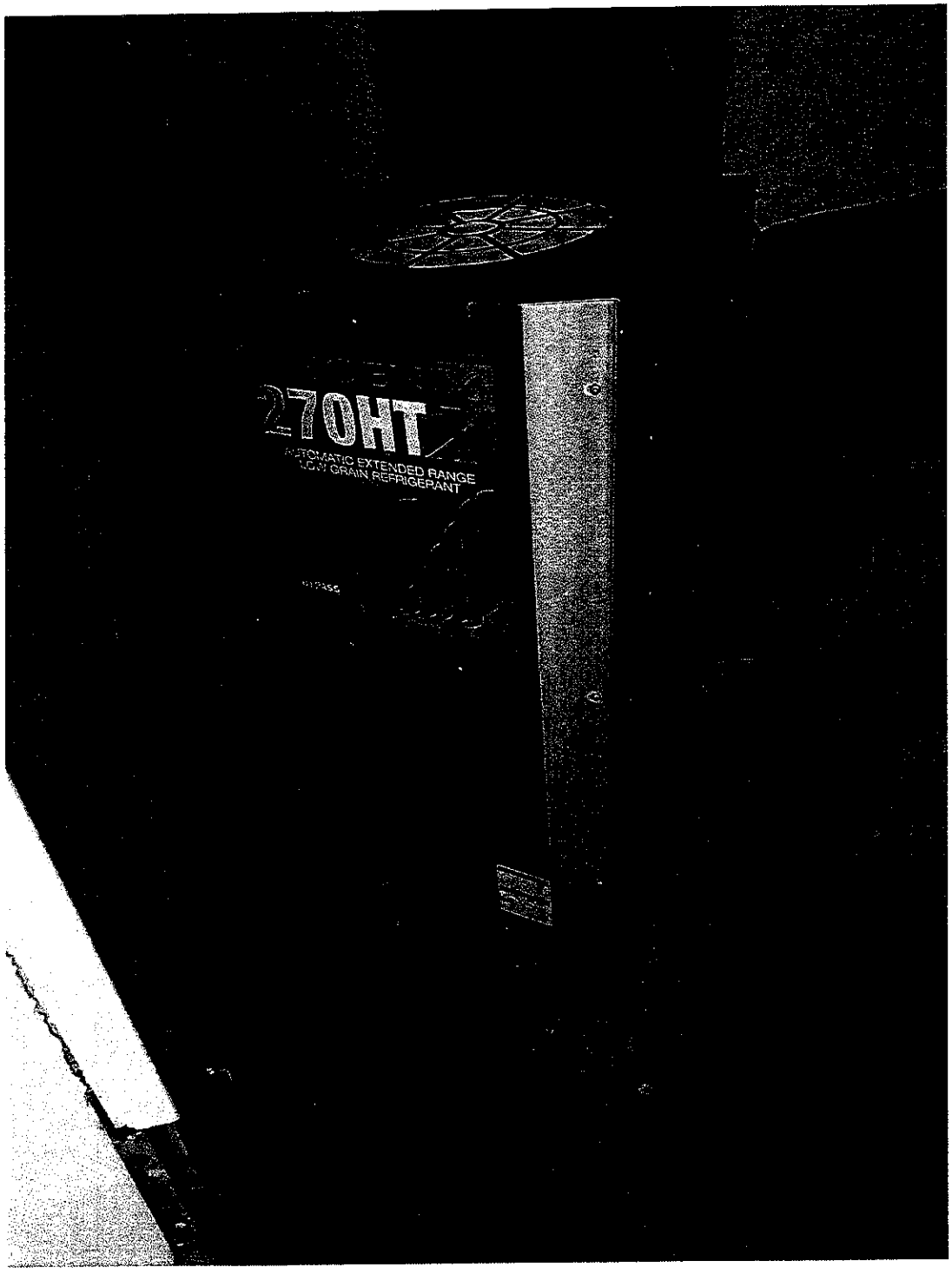
Bed Room by Living Room



Bed Room

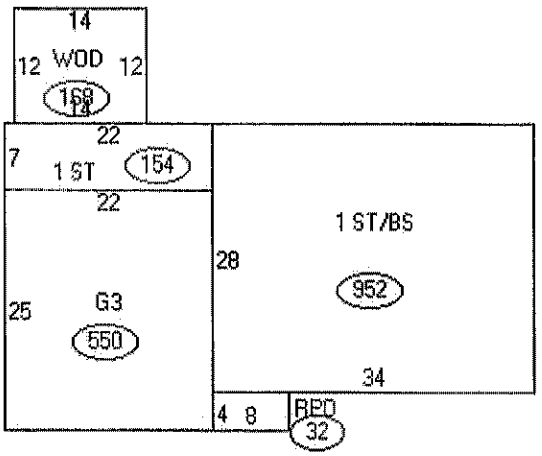
2 ND LOAD of Damaged goods

1 - OF 3 units that Removed standing Sewage Water



rrent Move : L2D2

Parcel #: 2700150



The basement in this drawing is G3 1ST/BS 1502 Square feet

dgh

FLOOR COVERING BID SHEET

8/4/2016

ABE KRASNE HOME FURNISHINGS

Sales Staff: Krystal

CUSTOMER NAME TJ & JESSICA MARSH
CUSTOMER ADDRESS *1212 JONES*
CUSTOMER PHONE # *936-5690*

PRODUCT FIGURED BY SQ.FT. (USE THIS AREA TO FIGURE OUT CARPET AND VINYL PRICE BY CUT SIZE)

PRODUCT WIDTH	PRODUCT LENGTH	SQUARE FEET	SQUARE YARDS	PRODUCT NAME AND NUMBER	PRODUCT COLOR AND NUMBER	PRODUCT COST/FT.	TOTAL PRICE
12	52	624	69.33	822SF OCEAN BLISS	00572 SIMPLY TAUPE	$2.07	$1,291.68
12	52	624	69.33	800380	8LB 3/8" PAD	$0.44	$274.56
12	9	108	12.00	1702 CALIFORNIA SLATE	STOCK VINYL	$1.55	$167.40
12	14	168	18.67	822SF OCEAN BLISS	00572 SIMPLY TAUPE	$2.07	$347.76
12	14	168	18.67	8000380	8LB 3/8" PAD	$0.44	$73.92
		0	0.00				$0.00
		0	0.00				$0.00
						SUBTOTAL	$2,155.32
						TAX	$150.87
						TOTAL OF PRODUCT	$2,306.19

PRODUCT

TAXED PRODUCT FIGURED BY LINEAR FOOT OR BY NUMBER OF ITEMS OR BY SQUARE FEET

	LENGTH OR # OR SQ.FT.	NOTES	PRODUCT NAME	PRODUCT COST/UNIT	TOTAL PRICE
CLOL	1		QWIKBOND ADHESIVE	$64.99	$64.99
BTTK	1		DT65 SEAM SEALER KIT	$26.99	$26.99
	1		ARDEX	$25.00	$25.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
				SUBTOTAL	$116.98
				TAX	$8.19
				TOTAL	$125.17

LABOR

NON-TAXED LABOR

	UNIT OR SQ.FT.	NOTES	LABOR NAME	PRODUCT COST/UNIT	TOTAL PRICE
*51003-016	1		LABOR TO HAMMER DRILL TACK STRIP	$120.00	$120.00
*51002-002	624		LABOR TO INSTALL LCL ON CONCRETE	$0.59	$368.16
*51007-007	10		LABOR TO UPHOLSTER REGULAR STEPS	$7.00	$70.00
*51007-001	2		LABOR TO UPHOLSTER STEPS WRAPPED ONE SIDE	$9.00	$18.00
*51006-014	1		LABOR TO PREP FLOOR	$50.00	$50.00
*51006-001	108		LABOR TO INSTALL VINYL	$1.06	$114.48
*51004-001	6		LABOR AND MATERIAL TO INSTALL METAL	$3.00	$18.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
				SUBTOTAL LABOR	$758.64
				LABOR TAX	*NON-TAXED*
				TOTAL LABOR	$758.64
				SUBTOTAL OF JOB	$3,030.94
				TOTAL TAX ON JOB	$159.06
				TOTAL OF JOB	$3,190.00

0

NOTES

NO FURNITURE MOVING, TEAR OUT OR DISPOSAL ON BID. CUSTOMER TO REMOVE AND RE-SET STOOOL
THIS BID IS DOING EVERYTHING IN THE SAME CARPET - INCLUDES PATTERN REPEAT

Proposal

JEROD BUSSEN
110 N. OLIVEWOOD
FREMONT NE. 68025

PROPOSAL NO.

SHEET NO.

DATE 6/29/2016

PROPOSAL SUBMITTED TO:

NAME: T.J. MARSH

ADDRESS: 1212 JONES DRIVE

FREMONT NE, 68025

PHONE NO.

WORK TO BE PERFORMED AT:

ADDRESS

DATE OF PLANS

ARCHITECT

We hereby propose to furnish the materials and perform the labor necessary for the completion of

- INSTALL DRYWALL 2'0" ABOVE FINISHED FLOOR
- PERFORM DRYWALL FINISHING TO MAKE READY FOR PAINT
- REPAIR ALL CORNERBEAD
- INCLUDES STOCKING/ CLEANING

[redacted]

$ 1,370.00

- ADDS -

DEWS ARMOR PLUS DRYWALL = $ 300.00

PAINT ALL WALLS = $ 1,550.00

~~ADD [illegible]~~

ADD DRYWALL/FINISHING @ PANELED WALLS = $ 1,440.00

THANK YOU!!
JEROD

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of _____ Dollars ($ 1,370.00) with payments to be made as follows.

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Respectfully submitted _____

Per _____

Note — this proposal may be withdrawn by us if not accepted within _____ days.

ACCEPTANCE OF PROPOSAL

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature _____

Date _____ Signature _____

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM; Paul A. Payne, City Attorney

DATE: August, 2016

SUBJECT: Acknowledge the receipt of tort claim filed by Jeanette Walter

---

RECOMMENDATION: A pprove acknowledgement of the Tort Claim filed by Jeanette Walter

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BACKGROUND; The City of Fremont has received a Notice of Tort Claim by Jeanette Walter on behalf of David & Jeanette Walter alleging certain claims in connection with an alleged flooding in the basement which occurred on or about June 18, 2016 at 2059 East 19th, Fremont, Nebraska.

Without getting into issues concerning the City's and other parties' liability, and whether the claim of David & Jeanette Walter 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: David & Jeanette Walter Phone Number: [redacted]

Claimant Address: 2059 E. 19th St.

Date of Loss: June 18, 2016

Location of Loss: 2059 E. 19th St. Fremont, NE

Description of Loss (use another sheet of paper if necessary):
Basement contents, drywall, carpet, couch, chair desk + chair, King mattress + box spring, multiple household item, airconditioner repair, sump pump, clean-up supplies vacuums, Christmas tree, dresser, pictures, blankets. concrete floor, mold prevention

Witness Name: _____ Witness Phone: _____

Attachments: _____ Photo(s): _____ ~~Estimates:~~ ~~$12,863~~ PAID out $14,942 Medical Bill(s): _____

Other: _____ (Check all that apply) IF needed, I have all receipts + photos of all lost misc household items lost, not even claimed.

Jeanette Walter
Signature of Claimant

8/22/16
Date

Jeanette Walter
Printed Name of Claimant

City Department Involved: _____

[redacted]

6 70830 07/02/2016 1

DAVE & JEANETTE WALTER
2059 E 19TH ST
FREMONT, NE 68025

DAVE & JEANETTE WALTER
2059 E 19TH ST
FREMONT, NE 68025

[redacted]

RH Please see detail items ASAP CASH SALE/TAKE WITH

1	EA PKGFAID369-2	FAISEA PKGFAID369-2 D3698-03L/13R PALMS 2PC SECT SLATE 2 PC SECTIONAL BABL.EE LANDED PACKAGE	1,399.88	1,399.88
1	EA 1641-001	FAISEA D3698-13R RAF 1 ARM PALMS DEANNASLATE TP AMBWIN/CHOC BAI/STE		
	Deliver via:	1DELIVERY VAN 1		
1	EA 1641-002	FAISEA D3698-03L LAF 1 ARM PALMS DEANNA/SLATE TP AMBWIN/CHOC BA/ST		
	Deliver via:	1DELIVERY VAN 1		
1	EA PKGSIG4520-2	SIGNAT PKGSIG4520-2 4520017/45200066 MAIER CHARCOA 2 PC 2 PC SECTIONAL CSC.EE LANDED PACKAGE	599.88	599.88
1	EA 1605-118	SIGNAT 4520017 RAF CORNER CHAISE MAIER CHARCOAL		
	Deliver via:	1DELIVERY VAN 1		
1	EA 1605-119	SIGNAT 4520066 LAF SOFA MAIER CHARCOAL		
	Deliver via:	1DELIVERY VAN 1		
1	EA DELIVERY	DELIVERY CHARGE KRASNE TRUCK DELIVERY KRASNE TRUCK	0.00	0.00
	Deliver via:	1DELIVERY VAN 1		
1	EA *EXWARWEADEC	BRAND SOURCE EXT PLAN TURNED DOWN BRAND SOURCE EXT PLAN TURNED DOWN	0.00	0.00
	Deliver via:	1CUSTOMER PICKUP		

SPO

----- SALE REMARKS -----

FRMT30137679

. to back.

ORTANT

quoted product and
ntity

1. Product will be ordered upon payment
3. Track order on Menards.com
4. Pick up order within 14 days of arrival at store
5. Retain receipt

MENARDS®

SPECIAL ORDER CONTRACT GUEST COPY

STORE # 3267
3600 EAST 24th STREET
FREMONT, NE 68025

PHONE: 402-753-3179
FAX: 402-753-3190

THANK YOU!

ESTIMATED DELIVERY DATE NOT BINDING ON MENARD INC. BASED ON PROMISES BY OTHERS: 07/10/2016

SOLD BY	ORDER DATE
1125803 Morgan	07/04/2016

GUEST NAME - ADDRESS - PHONE

Jeanette Walter
2059 E 19th St
Fremont, NE 68025-2838
Phone #: [redacted]

ADDITIONAL INFORMATION
Ship to Store

FREMONT
3600 EAST 24th STREET
FREMONT, NE 68025

QTY ORDERED	DESCRIPTION	SKU	UNIT PRICE	EXTENDED PRICE
270 SQFT	Future Foam Special Order Vendor Part #: Saturn_3_8 Size: 6ft x 45ft Color: N/A Future Foam 3/8" Saturn 8 lb. Density Rebond Carpet Pad w/Moisture Barrier Protection Size: 6' 0" W X 45' 0" L	701-1184	$0.48	$129.60
270 SQFT	Future Foam Special Order Vendor Part #: Saturn_3_8 Size: 6ft x 45ft Color: N/A Future Foam 3/8" Saturn 8 lb. Density Rebond Carpet Pad w/Moisture Barrier Protection Size: 6' 0" W X 45' 0" L	701-1184	$0.48	$129.60
270 SQFT	Future Foam Special Order Vendor Part #: Saturn_3_8 Size: 6ft x 45ft Color: N/A Future Foam 3/8" Saturn 8 lb. Density Rebond Carpet Pad w/Moisture Barrier Protection Size: 6' 0" W X 45' 0" L	701-1184	$0.48	$129.60

This is a quote valid today. This quote becomes an order upon payment and a valid Menards® receipt is attached.

READ THIS CONTRACT CAREFULLY. The terms and conditions set forth in this document are a complete and final expression of the parties. The contract cannot be altered except by written instrument explicitly signed and executed by the General Manager. Any and all claims under this contract must be brought within one year of purchase. Special order product may be refunded at Menards® sole discretion with a 25% restocking fee. Purchaser is responsible for providing to Menards® all measurements, sizes, and colors stated above. Purchaser's exclusive remedy, if any product is defective or fails to conform to the terms of the contract, is replacement of the product. All defects and non-conformities must be reported to Menards® within 3 days of receiving the product. Purchaser understands that all product is sold AS IS and the manufacturer's warranty, if any, is controlling. MENARDS® MAKES NO WARRANTIES, EXPRESS OR IMPLIED AS TO THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PRODUCT. There are no representations that the products listed herein meet local, state, or federal code requirements. Menards® liability shall not exceed the purchase price of the products sold. MENARDS® SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES. Menards® agrees to email Purchaser when the product is available for pick-up. If Purchaser fails to provide an email address, it is Purchaser's responsibility to check the status of the order by visiting Menards.com. If Purchaser refuses or fails to pick up the product within 15 days from the date of its availability, Menards® may liquidate the product and shall be entitled to a 25% restocking fee. Menards® may withhold any payment received as partial satisfaction. Purchaser agrees that Menards® is not liable if the vendor, which supplies the product on this contract, fails to perform. Purchaser agrees that any and all controversies or claims arising out of or relating to this contract, or the breach thereof, shall be settled by binding arbitration administered by the American Arbitration Association under its applicable Consumer or Commercial Arbitration Rules.
YOUR PURCHASE OF THE PRODUCT ON THIS CONTRACT CONSTITUTES YOUR AGREEMENT TO ALL TERMS AND CONDITIONS STATED ABOVE.

SUB-TOTAL:	$2,528.30
SHIPPING CHARGES:	$0.00
PRE-TAX TOTAL:	$2,528.30

VENDOR: **Mohawk**

For the most accurate and up-to-date status of your order, please visit:

www.menards.com

If this is a partial pickup, please verify all quantities/items being signed for. Menards® is not responsible for shortages after leaving the yard.

Invoice

Getzschman Heating, LLC
1700 East 23rd Avenue North
Fremont NE 68025
402-721-6301 FAX: 402-721-6327

Account # 133389

Invoice # **251152**
Date: **07/18/16**
Page # **1 of 1**

Dave & Janette Walter
2059 E 19
Fremont NE 68025

Service At:
Dave & Janette Walter
2059 E 19
Fremont NE 68025

Service Date 07/18/16 PO # Job # G10912 Contract # Claim #

Description Of Service	Quantity	Unit Price	Extended Price	Tax
G10912 - Install furnace with humidifier, A/C and duct clean.	1	$7,810.88	$7,810.88	
G_Force Membership Agreement (#129475)	1	$216.00	$216.00	☑
		Sub Total	$8,026.88	
		NE C3 Tax	15.12	
		Balance Due	**$8,042.00**	

We appreciate your business!

Terms: Due Upon Receipt

Please pay from this Invoice. Thank You

Please Detach and Return with Remittance

Check Enclosed [ ] Method of Payment
Master Card [ ] Visa [ ] Discover [ ]
Acct #_____ Exp Date_____
Name on Card_____
Signature_____

Invoice # **251152**
Date : **07/18/16**
Account # **133389**
Walter, Dave & Janette

Remit To:

Getzschman Heating, LLC
1700 East 23rd Avenue North
Fremont NE 68025

Amount Due **$8,042.00**
Amount Paid

Carpet	2,528.30
Carpet labor	673.66
Getzschman	8,042.00
bed frame box spring	158.88
cubby/hanger	51.48
Paint	13.61
	25.74
	100.78
Trim	197.43
	5.09
dehumidifier totes	449.46
water sump pump	213.99
lg Fan	85.59

rug doctor	42.09
misc cleaning tools, hose	27.53
	14.61
	18.31
	73.81
Trim nail, gun	81.54
	12,803.81
Furniture	2,139
	14,942.81

CUSTOMER'S ORDER NO.	DEPARTMENT	DATE 7/26/16

NAME Jannette Walter.

ADDRESS 2059 E. 19th

CITY, STATE, ZIP Fremont Ne 68025

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT

	QUANTITY	DESCRIPTION	PRICE	AMOUNT	
1					
2		install 12x84.25' 112.33yds		$533	58
3					
4		Stairs labor		$65	00
5					
6		Buy + install 15' metal		$33	75
7					
8		tear out + haul away 20.66yds		$41	33
9					
10					
11		Total		$673	66
12					
13					
14					
15		Nick Belek			
16		2008 N. Main St			
17		Fremont, Ne 68025			
18		402-719-0307			

RECEIVED BY

A-5805
T-46320/46350

KEEP THIS SLIP FOR REFERENCE

01-11

ur 2%
RD REBATE
ENARDS®

- FREMONT
24th Street
, NE 68025

YOUR RECEIPT
ARIES BY PRODUCT TYPE

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credit voucher if the
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il us at:
end@menards.com

Transaction

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	31.49
LL	
	117.00
	148.49
	10.39
	158.88
	158.88

EMS = 2

E RECEIPTS WERE
ANSACTION:

ST COPY

knowledges receipt of

Use Your BIG CARD 2% REBATE
MENARDS®

MENARDS - FREMONT
3600 East 24th Street
Fremont, NE 68025

KEEP YOUR RECEIPT
RETURN POLICY VARIES BY PRODUCT TYPE

Unless noted below allowable returns for items on this receipt will be in the form of an in store credit voucher if the return is done after 10/24/16

If you have questions regarding the charges on your receipt, please email us at:
FRMTfrontend@menards.com

Sale Transaction

PINE MLDG INSIDE COVE 10		
4171139	3.49	
PRETZEL CRISP EVERYTHING		
5739723	1.98	NT
GREY HANGING SHELVES		
2117171	8.99	
FABRIC DRAWER BLACK *		
2114417 4 @3.50	14.00	
PLINK LEMON GRBGE DISP F		
6471330	3.79	
4 CUBE CUBBY-ESPRESSO		
2114182	24.99	
TOTAL	57.24	
TAX FREMONT-NE 7%	3.87	
TOTAL SALE	61.11	
CERTIFICATE-BARCODED	3.01	
******6131		
Remaining Balance: $0.00		
US DEBIT 6570	58.10	
EFT Debit	07/26/16 10:02:48	
Ref# 100207261042	PRIMARY ACCT	

51.48

Chip Inserted
a0000000980840

BIG CARD REBATE
MENARDS®

MENARDS - FREMONT
600 East 24th Street
Fremont, NE 68025

KEEP YOUR RECEIPT
RETURN POLICY VARIES BY PRODUCT TYPE

Unless noted below allowable returns for items on this receipt will be in the form of an in store credit voucher if the return is done after 10/13/16

If you have questions regarding the charges on your receipt, please email us at:
FRMTfrontend@menards.com

Sale Transaction

TSIRS ACRYL PAINT MT COR	
5425743	1.59
9" PAINT TRAY LINER	
5611672 2 @0.58	1.16
8PC PAINT TRAY SET	
5610217	9.97
TOTAL	12.72
TAX FREMONT-NE 7%	0.89
TOTAL SALE	13.61
Gift Card 1768	13.61
171320 B	
******1768	
Remaining Balance: $3.01	

TOTAL NUMBER OF ITEMS = 4

THE FOLLOWING REBATE RECEIPTS WERE PRINTED FOR THIS TRANSACTION:
5116

THANK YOU, YOUR CASHIER, TOBY

78529 07 1285 07/15/16 04:12PM 3267

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MENARDS - FREMONT
3600 East 24th Street
Fremont, NE 68025

KEEP YOUR RECEIPT
RETURN POLICY VARIES BY PRODUCT TYPE

Unless noted below allowable returns for items on this receipt will be in the form of an in store credit voucher if the return is done after 10/18/16

If you have questions regarding the charges on your receipt, please email us at:
FRMTfrontend@menards.com

Sale Transaction

DURACLN INT PAINT SA BS	
5509661	25.74
TOTAL	25.74
TAX FREMONT-NE 7%	1.80
TOTAL SALE	27.54
US DEBIT 6570	27.54
EFT Debit	07/20/16 15:23:19
Ref# 152307201042	PRIMARY ACCT

Chip Inserted
a0000000980840
TC - 5760f0046ddb3653

TOTAL NUMBER OF ITEMS = 1

THANK YOU, YOUR CASHIER, KELLY

78537 07 3285 07/20/16 03:23PM 3267

RACTOR
PPLY Co
:torSupply.com

23RD AVE NORTH
, NE 68025
721-6175

Time: 6:51 PM
Register: 2

Price	Amount
PROFESSIONAL	
199.99	199.99
Subtotal	199.99
Tax	14.00
Total	**213.99**

- SALE 213.99
MV Chip
9890
1790183000200
2AE13D747B9E6C

ired / 1F0002
TSI : 6800

0.00
ove amount according to
ment.

ns Policy, visit
ly.com/returns

****
rsupply.com or Call
within 7 days to
y and be entered in
ns for a chance to
shopping spree.
ards) Ends 12/31/2016
****
ils or to participate
e or survey, go to
com/customersurvey
****

rvey Code #:
41-061916-1851-3

T1ER4AP7C3

Your BIG CARD 2% REBATE
MENARDS®

MENARDS - FREMONT
3600 East 24th Street
Fremont, NE 68025

KEEP YOUR RECEIPT
RETURN POLICY VARIES BY PRODUCT TYPE

Unless noted below allowable returns for items on this receipt will be in the form of an in store credit voucher if the return is done after 09/18/16

If you have questions regarding the charges on your receipt, please email us at:
FRMTfrontend@menards.com

Sale Transaction

FIVE - COBALT 15 STICK		
2731201	1.28	NT
INSTAFEED UTILITY KNIFE		
2371020	9.97	
DAMPRID HI-CAP ABSORBER		
6472271	9.82	
BLEACH 121OZ		
6471603 2 @2.97	5.94	
TOTAL	27.01	
TAX FREMONT-NE 7%	1.80	
TOTAL SALE	28.81	
US DEBIT 5176	28.81	
Auth Code:570731		
Chip Inserted		
a0000000980840		
TC - e58feee2536686dc		

-1.28
27.53

TOTAL NUMBER OF ITEMS = 5

THE FOLLOWING REBATE RECEIPTS WERE PRINTED FOR THIS TRANSACTION:
5086

GUEST COPY

THANK YOU FOR SHOPPING AT
FREMONT ACE HARDWARE
1660 E. 23RD STREET
FREMONT, NE 68025
(402) 727-7067

06/18/16 7:49AM JAP 615 SALE

192 1 EA 29.99 EA		
RENT: LRG RUG DOCTOR 24HR		29.99
110 1 EA 9.35 EA *		
DEPOSIT $10 (REFUNDABLE)		9.35
SUB-TOTAL:$ 39.34	TAX: $	2.75
	TOTAL: $	42.09
	BC AMT:	42.09

BK CARD#: XXXXXXXXXXXX5176
MID: 372056382883
AUTH: 899516 AMT: 42.09
Host reference #:372589 Bat#
SWIPED
CARD TYPE:VISA EXPR: XXXX
TxnID/ValCode: 004893

Bank card USD$ 42.09

==>> JRNL#D72589/3 <<==
CUST NO:*20320

THANK YOU DAVID J WALTER
FOR YOUR PATRONAGE
ACE REWARDS ID # 19705805801

Use Your BIG CARD 2% REBATE
MENARDS®

MENARDS - FREMONT
3600 East 24th Street
Fremont, NE 68025

KEEP YOUR RECEIPT
RETURN POLICY VARIES BY PRODUCT TYPE

Unless noted below allowable returns for items on this receipt will be in the form of an in store credit voucher if the return is done after 10/14/16

If you have questions regarding the charges on your receipt, please email us at:
FRMTfrontend@menards.com

Sale Transaction

SWIFFER WET REFILL 24 CT	
6480825	7.97
HAND SANDER	
5619920	5.68
TOTAL	13.65
TAX FREMONT-NE 7%	0.96
TOTAL SALE	14.61
US DEBIT 5176	14.61
Auth Code:965882	
Chip Inserted	
a0000000980840	
TC - bc25f29509f7c7ac	

TOTAL NUMBER OF ITEMS = 2

THE FOLLOWING REBATE RECEIPTS WERE PRINTED FOR THIS TRANSACTION:
5116

GUEST COPY

The Cardholder acknowledges receipt of goods/services in the total amount shown hereon and agrees to pay the card issuer according to its current terms

G CARD REBATE
MENARDS®

DS - FREMONT
st 24th Street
nt, NE 68025

EEP YOUR RECEIPT
CY VARIES BY PRODUCT TYPE

below allowable returns for
s receipt will be in the form
ore credit vouche, if the
is done after 10/1L/16

e questions regarding the
on your receipt, please
email us at:
rontend@menards.com

Sale Transaction

ORIGINAL *
0.79 NT
RILE GLOVE
2.89
ROLLER COVE*
5.99
T PRIMER W*
2 @13.98 27.96
DEW
1.68 NT
LASS WIPES
2.98
LINER
0.58
AINT SA BS
25.74
AINT SA BS
25.74
94.35
E 7% 6.43
100.78
B 3.01

alance: $0.00
97.77
07/18/16 12:09:23
7181042 PRIMARY ACCT
d
40

Use Your BIG CARD 2% REBATE
MENARDS®

MENARDS - FREMONT
3600 East 24th Street
Fremont, NE 68025

KEEP YOUR RECEIPT
RETURN POLICY VARIES BY PRODUCT TYPE

Unless noted below allowable returns for items on this receipt will be in the form of an in store credit voucher if the return is done after 09/21/16

If you have questions regarding the charges on your receipt, please email us at:
FRMTfrontend@menards.com

Sale Transaction

9 X 3-1/8 CONST SCREW	
2303213	15.19
2X4-92-5/8" SPF CONSTR	
1021091 36 @2.14	77.04
3/4"-(23/32)-4'X8' OSB	
1242854 6 @15.38	92.28
TOTAL	184.51
TAX FREMONT-NE 7%	12.92
TOTAL SALE	197.43
Gift Card 4942	100.00
195644 B	
******4942	
Remaining Balance: $0.00	
Gift Card 6874	25.00
195707 B	
******6874	
Remaining Balance: $0.00	
Gift Card 6875	25.00
195723 B	
******6875	
Remaining Balance: $0.00	
Gift Card 6878	25.00
195750 B	
******6878	
Remaining Balance: $0.00	
Gift Card 6876	22.43
195804 B	
******6876	

Use Your BIG CARD 2% REBATE
MENARDS®

MENARDS - FREMONT
3600 East 24th Street
Fremont, NE 68025

KEEP YOUR RECEIPT
RETURN POLICY VARIES BY PRODUCT TYPE

Unless noted below allowable returns for items on this receipt will be in the form of an in store credit voucher if the return is done after 11/13/16

If you have questions regarding the charges on your receipt, please email us at:
FRMTfrontend@menards.com

Sale Transaction

PINE RANCH CASING L324	
4174330	5.09
TOTAL	5.09
TAX FREMONT-NE 7%	0.36
TOTAL SALE	5.45
CASH	10.00
CHANGE	4.55-

TOTAL NUMBER OF ITEMS = 1

THE FOLLOWING REBATE RECEIPTS WERE PRINTED FOR THIS TRANSACTION:
5316

NOW HIRING!!

THANK YOU, YOUR CASHIER, KELLY

78537 06 8141 08/15/16 01:36PM 3267

LOWE'S

LOWE'S HOME CENTERS, LLC
18375 WRIGHT STREET
OMAHA, NE 68130 (402) 334-6665

- SALE -

SALES#: S1184CH3 2055716 TRANS#: 74433479 06-20-16

131957 27G STACKABLE SOLID	55.92
4 @ 13.98	
23831 1-1/2-IN X 5-FT SCH40 PIP	3.29
314141 31 GAL RUGGEDTOTE	101.88
6 @ 16.98	
652265 FRIG 70-PINT DEHUMIDIFIER	229.00
697971 2YR EPP DEHUM $200-399.99	29.97
SUBTOTAL:	420.06
TAX:	29.40
INVOICE 13461 TOTAL:	449.46
VISA:	449.46

VISA:XXXXXXXXXXXX8298 AMOUNT:449.46 AUTHCD:020443
CHIP REFID:118413040392 06/20/16 09:38:16
APL: VISA CREDIT TVR: 8080008000
AID: A0000000031010 TSI: 6800

STORE: 1184 TERMINAL: 13 06/20/16 09:38:48
OF ITEMS PURCHASED: 12
EXCLUDES FEES, SERVICES AND SPECIAL ORDER ITEMS

ACTOR
PLY Co
rSupply.com

RD AVE NORTH
NE 68025
1-6175

Time: 10:36 AM
Register: 1

Price	Amount
AL FLOOR FA	
79.99	79.99
POPCORN	
2.49	2.49
ubtotal	82.48
Tax	5.60
Total	**88.08**
- SALE	88.08

Chip
1
8190679
00183000100
8966813FC9C

85.59

420000
SI : 6800

0.00
e amount according to
it.

Policy, visit
com/returns

****
upply.com or Call
thin 7 days to
nd be entered in
for a chance to
opping spree.
ls) Ends 12/31/2016
****
or to participate
r survey, go to
/customersurvey
****

y Code #:
061916-1036-4

C4AP7C3

Use Your BIG CARD 2% REBATE
MENARDS®

MENARDS - ELKHORN
750 N. 205th Street
Elkhorn, NE 68022

KEEP YOUR RECEIPT
RETURN POLICY VARIES BY PRODUCT TYPE

Unless noted below allowable returns for items on this receipt will be in the form of an in store credit voucher if the return is done after 09/17/16

If you have questions regarding the charges on your receipt, please email us at:
EHRNfrontend@menards.com

Sale Transaction

1-1/2" RUBBER CHECK VALV	
6911562	9.99
4 OZ REG CLEAR PVC CEMEN	
6931160	2.99
1-1/2" PVC MALE ADAPTER	
6897275	0.99
1-1/2"X 5' SOLID PVC PIP	
6898546	3.14
LD COSMIC BROWNIES13.10	
5735569	1.78 NT
TOTAL	18.89
TAX ELKHORN-NE 7%	1.20
TOTAL SALE	20.09
US DEBIT	20.09

Auth
Chip Inserted
a0000000980840
TC - 5f72b169 7f2ba

-1.78
18.31

TOTAL NUMBER OF IT

THE FOLLOWING REBATE RECEIPTS WERE
PRINTED FOR THIS TRANSACTION:
5086

TRACTOR SUPPLY Co
TractorSupply.com

2850 EAST 23RD AVE NORTH
FREMONT, NE 68025
402-721-6175

Ticket: 228490
Date: 6/18/16 Time: 11:54 AM
Store: 183 Register: 2
Cashier: Kenneth

Item	Qty	Price	Amount
2568BC 12 GA WIRE 100FT GAL			
3623116	1	8.99	8.99
HOSE SUCTION 2X20FT COUPLER			
2107955	1	59.99	59.99
		Subtotal	68.98
		Tax	4.83
		Total	**73.81**

Visa
****
Authorizat
Terminal
Cryptog
AID : A00
APP : US
CVM : Sig
TVR : 80

Change
I agree pay the above ount
my card ster agreement.

Policy, visit
com/returns

****
Go to ly.com or Call
1-8 4425 in 7 days to
complete a survey and be entered in
a monthly drawing for a chance to
win a $2500 shopping spree.
(Awarded as Gift Cards) Ends 12/31/2016
****
For complete details or to participate
without purchase or survey, go to
TractorSupply.com/customersurvey
****

Enter Survey Code #:
0183-02-228490-061816-1154-8
SOLD ITEM COUNT = 2

Use Your BIG CARD 2% REBATE
MENARDS®

MENARDS - FREMONT
3600 East 24th Street
Fremont, NE 68025

KEEP YOUR RECEIPT
RETURN POLICY VARIES BY PRODUCT TYPE

Unless noted below allowable returns for items on this receipt will be in the form of an in store credit voucher if the return is done after 11/17/16

If you have questions regarding the charges on your receipt, please email us at:
FRMTfrontend@menards.com

Sale Transaction

18GA BRAD NAILER	
2085005	69.99
MINI CHEWY SWEETARTS	
2736654	1.74 NT
1-3/4" 18GA BRAD NAIL 1M	
2088008	4.59
TOTAL	76.32
TAX FREMONT-NE 7%	5.22
TOTAL SALE	81.54
Gift Card 1763	22.13
204129 B	
******1763	
Remaining Balance: $0.00	
US DEBIT 6570	59.41
EFT Debit	08/19/16 19:41:38
Ref# 194106191042	PRIMARY ACCT

Chip Inserted
a0000000980840
TC - 77f9de8d5c67b256

TOTAL NUMBER OF ITEMS = 3

THE FOLLOWING REBATE RECEIPTS WERE
PRINTED FOR THIS TRANSACTION:

Use Your BIG CARD 2% REBATE
MENARDS®

RDS -- FREMONT
ast 24th Street
ont, NE 68025

KEEP YOUR RECEIPT
OLICY VARIES BY PRODUCT TYPE

ed below allowable returns for
his receipt will be in the form
store credit voucher if the
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have questions regarding the
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email us at:
MTfrontend@menards.com

Sale Transaction

/FULL BEDFRAME	
	31.49
PRING FULL	
	117.00
	148.49
T-NE 7%	10.39
	158.88
	158.88

ER OF ITEMS = 2

ING REBATE RECEIPTS WERE
R THIS TRANSACTION:

GUEST COPY

dholder acknowledges receipt of

Use Your BIG CARD 2% REBATE
MENARDS®

MENARDS - FREMONT
3600 East 24th Street
Fremont, NE 68025

KEEP YOUR RECEIPT
RETURN POLICY VARIES BY PRODUCT TYPE

Unless noted below allowable returns for items on this receipt will be in the form of an in store credit voucher if the return is done after 10/24/16

If you have questions regarding the charges on your receipt, please email us at:
FRMTfrontend@menards.com

Sale Transaction

PINE MLDG INSIDE COVE 10		
4171139	3.49	
PRETZEL CRISP EVERYTHING		
5739723	1.96	NT
GREY HANGING SHELVES		
2117171	8.99	
FABRIC DRAWER BLACK *		
2114417 4 @3.50	14.00	
PLINK LEMON GRBGE DISP F		
6471330	3.79	
4 CUBE CUBBY-ESPRESSO		
2114182	24.99	
TOTAL	57.24	
TAX FREMONT-NE 7%	3.87	
TOTAL SALE	61.11	
CERTIFICATE-BARCODED	3.01	
******6131		
Remaining Balance: $0.00		
US DEBIT 6570	58.10	
EFT Debit	07/26/16 10:02:48	
Ref# 100207261042	PRIMARY ACCT	
Chip Inserted		
a0000000980840		

51.48

MENARDS®

MENARDS - FREMONT
600 East 24th Street
Fremont, NE 68025

KEEP YOUR RECEIPT
RETURN POLICY VARIES BY PRODUCT TYPE

Unless noted below allowable returns for items on this receipt will be in the form of an in store credit voucher if the return is done after 10/13/16

If you have questions regarding the charges on your receipt, please email us at:
FRMTfrontend@menards.com

Sale Transaction

TSIRS ACRYL PAINT MT COR	
5425743	1.59
9" PAINT TRAY LINER	
5611672 2 @0.58	1.16
8PC PAINT TRAY SET	
5610217	9.97
TOTAL	12.72
TAX FREMONT-NE 7%	0.89
TOTAL SALE	13.61
Gift Card 1768	13.61
171320 B	
******1768	
Remaining Balance: $3.01	

TOTAL NUMBER OF ITEMS = 4

THE FOLLOWING REBATE RECEIPTS WERE
PRINTED FOR THIS TRANSACTION:
5116

THANK YOU, YOUR CASHIER, TOBY

78529 07 1285 07/15/16 04:12PM 3267

Use Your BIG CARD 2% REBATE
MENARDS®

MENARDS - FREMONT
3600 East 24th Stree
Fremont, NE 68025

KEEP YOUR RECEIPT
RETURN POLICY VARIES BY PRODUCT TYPE

Unless noted below allowable returns f
items on this receipt will be in the f
of an in store credit voucher if the
return is done after 10/18/16

If you have questions regarding the
charges on your receipt, please
email us at:
FRMTfrontend@menards.com

Sale Transaction

DURACLN INT PAINT SA BS	
5509661	25.74
TOTAL	25.74
TAX FREMONT-NE 7%	1.80
TOTAL SALE	27.54
US DEBIT 6570	27.54
EFT Debit	07/20/16 15:23
Ref# 152307201042	PRIMARY A
Chip Inserted	
a0000000980840	
TC - 5780f0046ddb3653	

TOTAL NUMBER OF ITEMS = 1

THANK YOU, YOUR CASHIER, KELLY

78537 07 3285 07/20/16 03:23PM 3267

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM; Paul A. Payne, City Attorney

DATE: August, 2016

SUBJECT: Acknowledge the receipt of tort claim filed by Jorge Marroquin

---

RECOMMENDATION: A pprove acknowledgement of the Tort Claim filed by Jorge Marroquin

---

BACKGROUND; The City of Fremont has received a Notice of Tort Claim on behalf of Jorge Marroquin alleging certain claims in connection with an alleged rotten tree falling on his car which occurred on or about August 24, 2016 in front of John C. Fremont park playground.

Without getting into issues concerning the City's and other parties' liability, and whether the claim of Jorge Marroquin 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: Jorge Marroquin Phone Number: [redacted]

Claimant Address: 1122 N C ST Fremont NE

Date of Loss: 08/24/16

Location of Loss: John C Fremont Park Playground

Description of Loss (use another sheet of paper if necessary):
Tree landed on car. Tree was rotten. Tree had hangers on it as shown in pictures. Car could not be moved all day.

Witness Name: _____ Witness Phone: _____

Attachments: _____ Photo(s): 5 Estimates: 3218.00 Medical Bill(s): _____

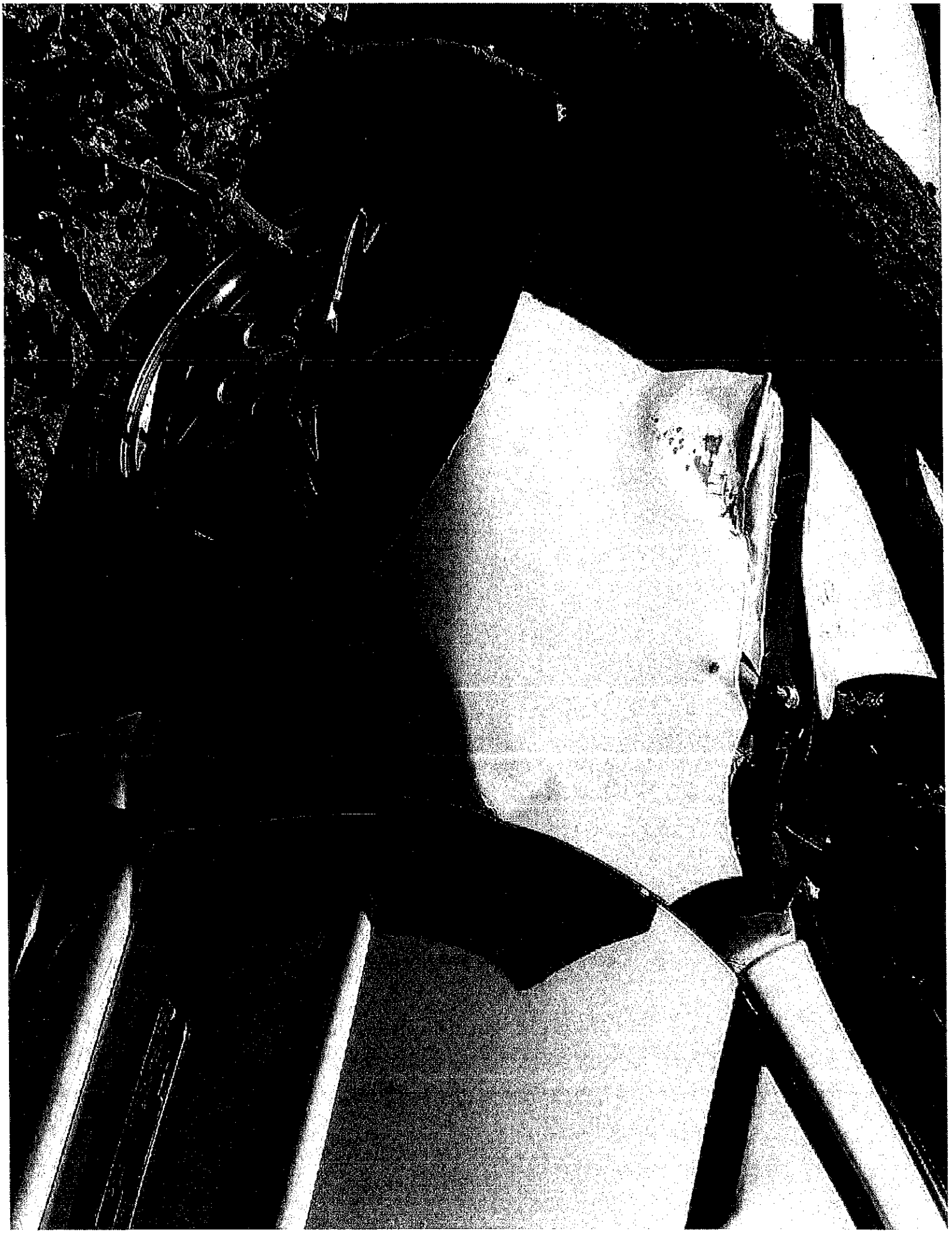
Other: _____ (Check all that apply)

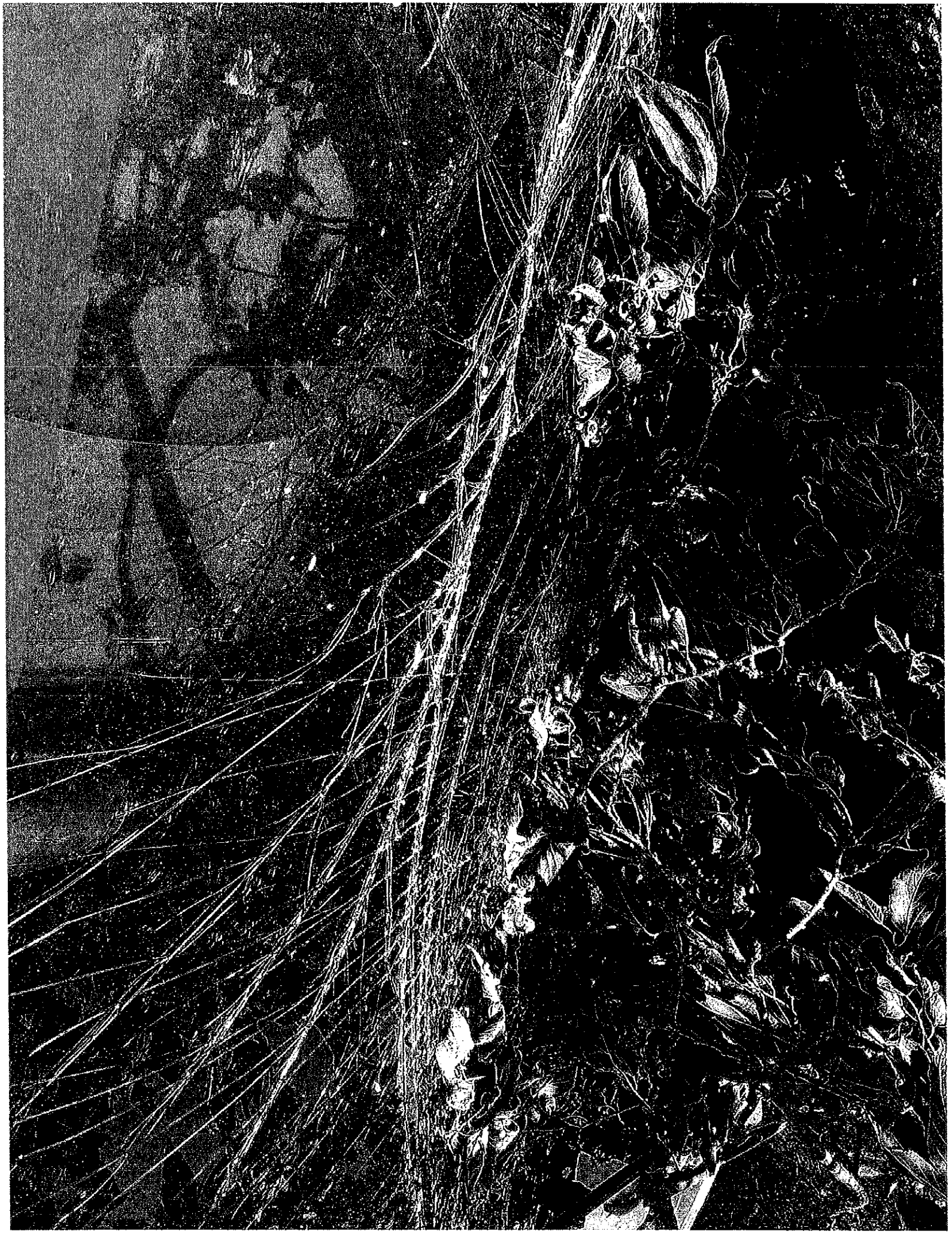
Jorge Marroquin
Signature of Claimant

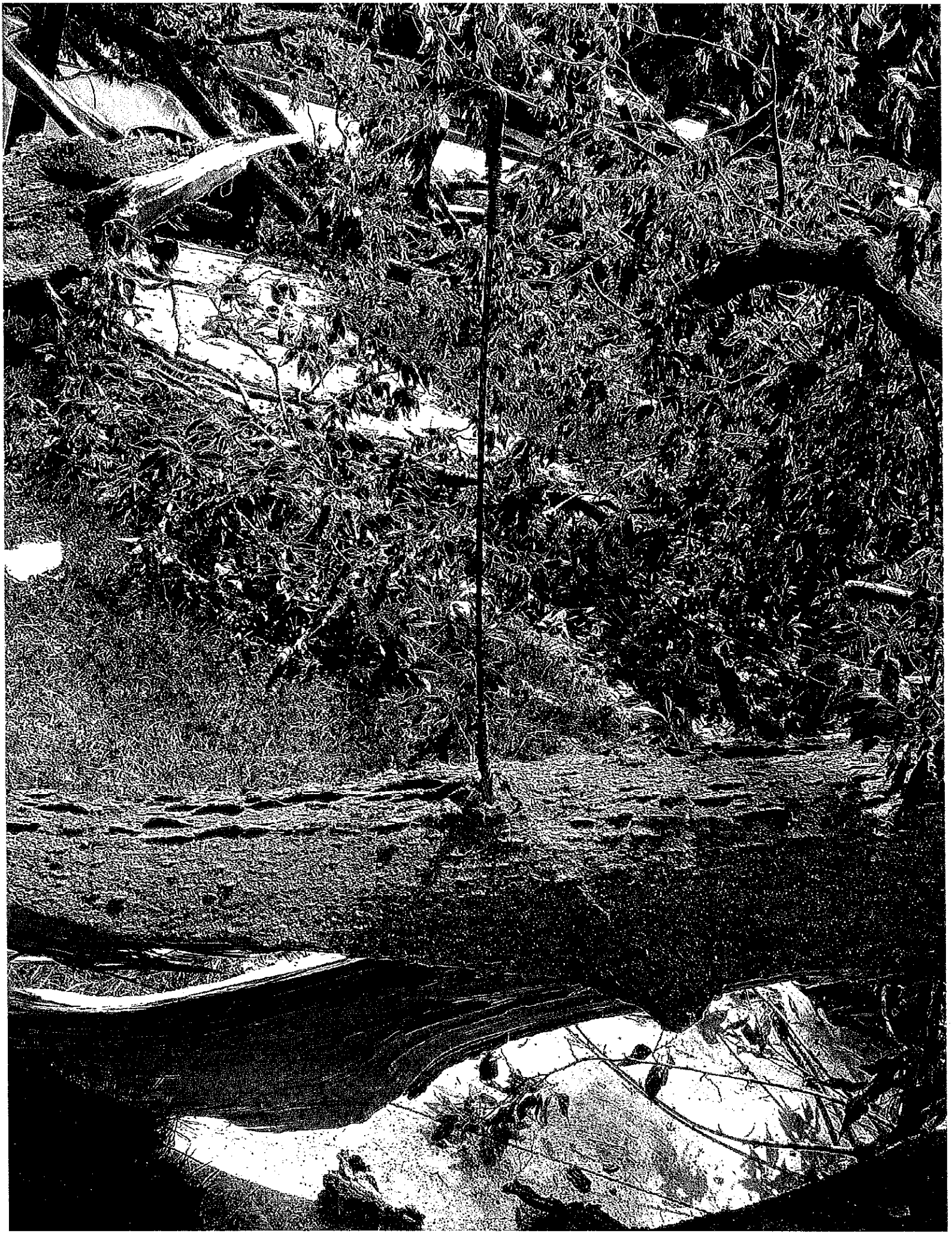
08/24/16
Date

Jorge Marroquin
Printed Name of Claimant

City Department Involved: _____







STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM; Paul A. Payne, City Attorney

DATE: August, 2016

SUBJECT: Acknowledge the receipt of tort claim filed by Nationwide Mutual Insurance Company

RECOMMENDATION: A pprove acknowledgement of the Tort Claim filed by Nationwide Mutual Insurance Company

BACKGROUND; The City of Fremont has received a Notice of Tort Claim by Nationwide Mutual Insurance Company on behalf of Abe Krasne Home Furnishings and James Anderson alleging certain claims in connection with an alleged fall on a sidewalk/crosswalk at North Main and East Third Street which occurred on or about December 28, 2015 in Fremont, Nebraska.

Without getting into issues concerning the City's and other parties' liability, and whether the claim of Nationwide Mutual Insurance Company 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

Nationwide®
On Your Side

SCANNED
JUL 01 2016
BY:

June 29, 2016

RECEIVED
JUL 01 2016
BY:

City of Fremont
City Clerk
400 E. Military Avenue
Fremont, NE 68025

Re: My claim no. : 26G25625
Date of loss: 12-28-2015

Dear City Clerk:

Please be advised that pursuant to Nebraska Revised Statute section 13 – 901, et seq., Nationwide/AMCO presents this claim to the City of Fremont pursuant to the Nebraska Political Subdivision Tort Claim Act.

Nationwide/AMCO Insurance Company is the worker's compensation insurance carrier for Abe Krasne Home Furnishings. On December 28, 2015, an employee of that business, James Anderson, sustained personal injuries as a result of a fall that occurred on a City of Fremont sidewalk/crosswalk located at North Main and East Third Street in Fremont, Nebraska. Our investigation determined that Mr. Anderson's injuries occurred when he attempted to step onto the sidewalk after the crossing the street at the aforementioned intersection, and fell because of the City of Fremont's negligence in its maintenance of the sidewalk/crosswalk.

Nationwide/AMCO has paid worker's compensation benefits to Mr. Anderson, and will continue to do so until resolution of his claim. As a result, and because of the City's negligence in its maintenance of the crosswalk/sidewalk, Nationwide/AMCO claims subrogation and recovery rights against the City of Fremont.

Please govern yourself accordingly.

Sincerely,

Darci McMains
Legal Subrogation
Nationwide Mutual Insurance Company
1100 Locust St, Dept 2019
Des Moines, IA 50391-2019
(515) 508-3228
(877)240-5124[fax]
mcmaind@nationwide.com

STAFF REPORT

TO: Honorable Mayor and City Council
Board of Public Works

FROM: Brian Newton, General Manager
Keith Kontor, WWTP Superintendent
Department of Utilities

DATE: August 30, 2016

SUBJECT: Centrifuge Agreement (three-year agreement)

Recommendation: Approve resolution authorizing DU General Manager to executive a three-year centrifuge maintenance agreement with FL Smidth.

BACKGROUND:

The WWTP requested pricing for a three-year centrifuge maintenance agreement. This has been done in the past and has worked very well. The agreement locks in maintenance costs for three years, which helps out with budgeting and maintenance certainty. In addition to pricing for major and minor service expenses, prices were sought for additional repair expenses as may be required. This allows staff to have an estimated annual expense for repairs.

The low bid from Westfalia GEA is not being recommended, because after review of additional repair expenses, FLSmidth has the lowest potential estimated repair expenses.

Therefore, the Board of Public Works has accepted staff's recommendation and recommend approval by Council to award a three-year centrifuge maintenance agreement with FL Smidth and authorize the General Manager to execute the agreement.

Bidder	Major/minor Service Expense	Estimated Annual Expense
FLSmidth	$47,428.00	$137,215.00
Westfalia GEA	$46,986.00	$150,419.00
Hutch Hayes	$65,886.60	$189,499.20
Andritz	No Bid	No bid

FISCAL IMPACT: $47,428.00 annually, plus additional moneys for additional repair expenses are budgeted accordingly.

RESOLUTION NO. _____

A Resolution of the City Council of the City of Fremont, Nebraska, granting the Department of Utilities General Manager authorization to execute a three-year centrifuge maintenance agreement with FL Smidth.

WHEREAS, the Department of Utilities solicited request for proposals for centrifuge maintenance services for a term of three-years, and

WHEREAS, FL Smidth, Westfalia GEA, and Hutch Hayes submitted quotes, and

WHEREAS, the Board of Public Works has reviewed the recommendation of staff and recommends the quote from FL Smidth be approved by the City Council.

NOW, THEREFORE BE IT RESOLVED that the Mayor and City Council accept the recommendation of the Board of Public Works to award a three-year centrifuge maintenance agreement to FL Smidth and authorize the Department of Utilities General Manager to execute the agreement.

PASSED AND APPROVED THIS ___ DAY OF _____, 2016

_____
Scott Getzschman, Mayor

ATTEST:

_____
Tyler Ficken
City Clerk

STAFF REPORT

TO: Honorable Mayor and City Council
Board of Public Works

FROM: Brian Newton, General Manager
Department of Utilities

DATE: August 30, 2016

SUBJECT: Pebble Lime Supply Agreement

Recommendation: Approve resolution authorizing the Department of Utilities General Manager to execute a one-year extension of the pebble lime supply agreement with Mississippi Lime.

BACKGROUND:

Nebraska Department of Environmental Quality requires lime injection in boiler #8 at the Lon D. Wright facility.

In 2015, we solicited for supply of pebble lime and entered a one-year agreement with Mississippi Lime with the option of taking five one year extensions. Mississippi Lime has offered us a one-year extension with no cost adjustments.

The Board of Public Works accepted LDW staff recommendation and recommends the DU GM be authorized to execute the first one-year amendment to the pebble lime supply agreement with Mississippi Lime.

FISCAL IMPACT:

FY 2016/2017 operating budget expenditure of $225,000

RESOLUTION NO. _____

A Resolution of the City Council of the City of Fremont, Nebraska, granting the Department of Utilities General Manager authorization to execute a one-year extension of the pebble lime supply agreement with Mississippi Lime.

WHEREAS, a one-year pebble lime supply agreement with Mississippi Lime was executed in September 2015; and

WHEREAS, the agreement has options of extending the agreement for five, one-year terms and Mississippi Lime has offered a one-year extension with no cost adjustments, and

WHEREAS, the Board of Public Works has accepted staff's recommendation to extend the agreement with Mississippi Lime for another one-year term at the same agreement terms.

NOW, THEREFORE BE IT RESOLVED that the Mayor and City Council accept the recommendation of the Board of Public Works to grant the Department of Utilities General Manager authorization to execute a one-year extension of the pebble lime supply agreement with Mississippi Lime under the present terms.

PASSED AND APPROVED THIS ___ DAY OF _____, 2016

_____
Scott Getzschman, Mayor

ATTEST:

_____
Tyler Ficken
City Clerk

STAFF REPORT

TO: Honorable Mayor
City Council and Board of Public Works

FROM: Brian Newton, General Manager

DATE: August 30, 2016

SUBJECT: Outside City limits water/sewer connection to 1804 Old Highway 8.

Recommendation: Approve the resolution granting the Department of Utilities General Manager authorization to make an outside City Limits water/sewer connection for MBEE, LLC at 1804 Old Highway 8.

BACKGROUND: The Municipal Code requires the City Council approve water and sewer connections to property located outside the City limits and that the appropriate connection fees be charged. An outside corporate limits application for water and sewer service has been requested by MBEE, LLC at 1804 Old Highway 8.

Water line: A domestic/fire 6-inch line service is requested to the property. Charges associated with this connection are: a $5,000 connection fee, approximately $3,500 for material to tap the main line, $600 one-time tap fee, and a $50 inspection fee. The construction is also subject to a permit from Dodge County for construction in County Right of Way.

Sewer line: An existing 8-inch main line will be extended approximately 350-feet by the applicant, so other than $40 inspection fee, no other costs will be assessed.

FISCAL IMPACT: none, costs are assessed/incurred by the applicant.

RESOLUTION NO. _____

A Resolution of the City Council of the City of Fremont, Nebraska, granting the Department of Utilities General Manager authorization to make an outside city limits water/sewer connections for MBEE, LLC at 1804 Old Highway 8.

WHEREAS, municipal code requires City Council approval of water and sewer connections outside City limits; and,

WHEREAS, MBEE, LLC has an application with the Department of Utilities to connect to City water and sewer pipes outside of the corporation boundaries, and,

WHEREAS, the Board of Public Works has reviewed the application and associated connection fees and recommends approval by the City Council.

NOW, THEREFORE BE IT RESOLVED that the Mayor and City Council accept the recommendation of the Board of Public Works to grant the Department of Utilities General Manager authorization to make outside city limits water/sewer connections for MBEE, LLC at 1804 Old Highway 8 with the understanding that applicable costs will be assessed and incurred by MBEE, LLC.

PASSED AND APPROVED THIS ___ DAY OF _____, 2016

_____
Scott Getzschman, Mayor

ATTEST:

_____
Tyler Ficken
City Clerk

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Tina Walker, Library Director

DATE: August 30, 2016

SUBJECT: Prime Time Family Reading Time Program Agreement

Recommendation: Move to approve the Resolution

Background: The Prime Time Family Reading Time program is designed for families with children ages six to ten years old who struggle to read. Participating families read together, attend weekly sessions with a discussion leader and storyteller focused on building reading and comprehension skills. Fremont has hosted this program successfully seven times in the past.

Fiscal Impact: Negligible. Keene Memorial Library provides space, a staff member acts as program coordinator and the library provides marketing and office support as in kind participation in the program. Funding for refreshments, presenters and materials is provided by Humanities Nebraska. This year the library will need to provide the weekly participation prizes costing approximately $200, but we will be requesting the funds from the Friends group or one of the trust funds.

RESOLUTION NO. _____

A Resolution of the City Council of the City of Fremont, Nebraska, authorizing an agreement with Humanities Nebraska for Keene Memorial Library to provide the Prime Time Family Reading Time program in 2016.

WHEREAS, Nebraska Humanities sponsors libraries throughout Nebraska to provide the Prime Time Family Reading Time program in their community; and,

WHEREAS, the Prime Time Family Reading Time Program focuses on building reading and comprehension skills for families with children ages six to ten years old who struggle to read; and,

WHEREAS, Keene Memorial Library wishes provide programming that supports the development of reading skills necessary for the successful completion of school and development of life skills; and,

NOW THEREFORE BE IT RESOLVED: That the Mayor and City Council accept the recommendation of the Library Board and approve the agreement with Humanities Nebraska for Keene Memorial Library to provide the Prime Time Family Reading Program in 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/City Engineer

DATE: August 25, 2016

SUBJECT: Fremont, First Street, Luther to Johnson Road Project, Naming of Street

Approve Resolution

Background: The City of Fremont is nearing the completion of the First Street Project from Luther to Johnson Road. This street will be an extension of First Street from Luther to Johnson Road. There currently is another street in this vicinity named First Street. Approval of this resolution will officially name the newly constructed Street Jack Sutton Drive.

RESOLUTION NO. _____

A Resolution of the City Council of the City of Fremont, Nebraska, Authorizing naming of the newly constructed street project known as Fremont, First Street, Luther to Johnson Road, to Jack Sutton Drive.

WHEREAS, the City of Fremont will soon complete construction of a new street between Luther and Johnson Road in the vicinity of First Street; and

WHEREAS, The newly constructed street is known as the Fremont, First Street, Luther to Johnson Road Project: and

WHEREAS, the City of Fremont officially names this newly constructed street, as Jack Sutton Drive;

NOW, THEREFORE BE IT RESOLVED That the Mayor and City Council accept and officially names the newly constructed street known as Fremont, First Street, Luther to Johnson Road Project as Jack Sutton Drive.

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, Director of Public Works/City Engineer

DATE: August 24, 2016

SUBJECT: Authorize Traffic Control Signage, Jack Sutton Drive

Approve Resolution

Background: The City of Fremont is nearing completion of Jack Sutton Drive. A signing and striping plan has been provided by the consulting engineers for the proposed traffic control. By Nebraska State Statutes all regulatory signs must be approved by Resolution for them to be in effect. Regulatory signs are proposed at the following locations;

Place Stop Signs:

Eastbound Jack Sutton Drive at Johnson Road
Westbound Jack Sutton Drive at Luther Road
Westbound First Street at Luther Road
Northbound Luther Road at Jack Sutton Drive

Place 30 Mile Speed Limit Signs:

Eastbound and Westbound Jack Sutton Drive

No Parking Signs;

Eastbound and Westbound Jack Sutton Drive between Luther Road and Johnson Road.

Additional signs to be placed, but not requiring action by resolution are as follows:

School Crossing and School Crossing Ahead signs at Johnson Road and Jack Sutton Drive. Dead End sign on First Street at Luther Road and Johnson Road.

RESOLUTION NO. _____

A Resolution of the City Council of the City of Fremont, Nebraska, Authorizing placement of traffic control signs on Jack Sutton Drive.

WHEREAS, the Fremont Traffic Safety Committee has met to consider locations of regulatory traffic control signage on Jack Sutton Drive, Luther Drive and First Street; and,

WHEREAS, the Fremont Traffic Safety Committee recommends placement of regulatory signage at the following locations on Jack Sutton Drive between Luther Road and Johnson Road, Luther Road at Jack Sutton Drive, and First Street at Luther Road,

Place Stop Signs:
Eastbound Jack Sutton Drive at Johnson Road
Westbound Jack Sutton Drive at Luther Road
Westbound First Street at Luther Road
Northbound Luther Road at Jack Sutton Drive

Place 30 Mile Speed Limit Signs
Eastbound and Westbound Jack Sutton Drive

No Parking Signs
Eastbound and Westbound Jack Sutton Drive

NOW, THEREFORE BE IT RESOLVED That the Mayor and City Council accept and authorize the placement of regulatory traffic control signage on Jack Sutton Drive, Luther Drive and First Street.

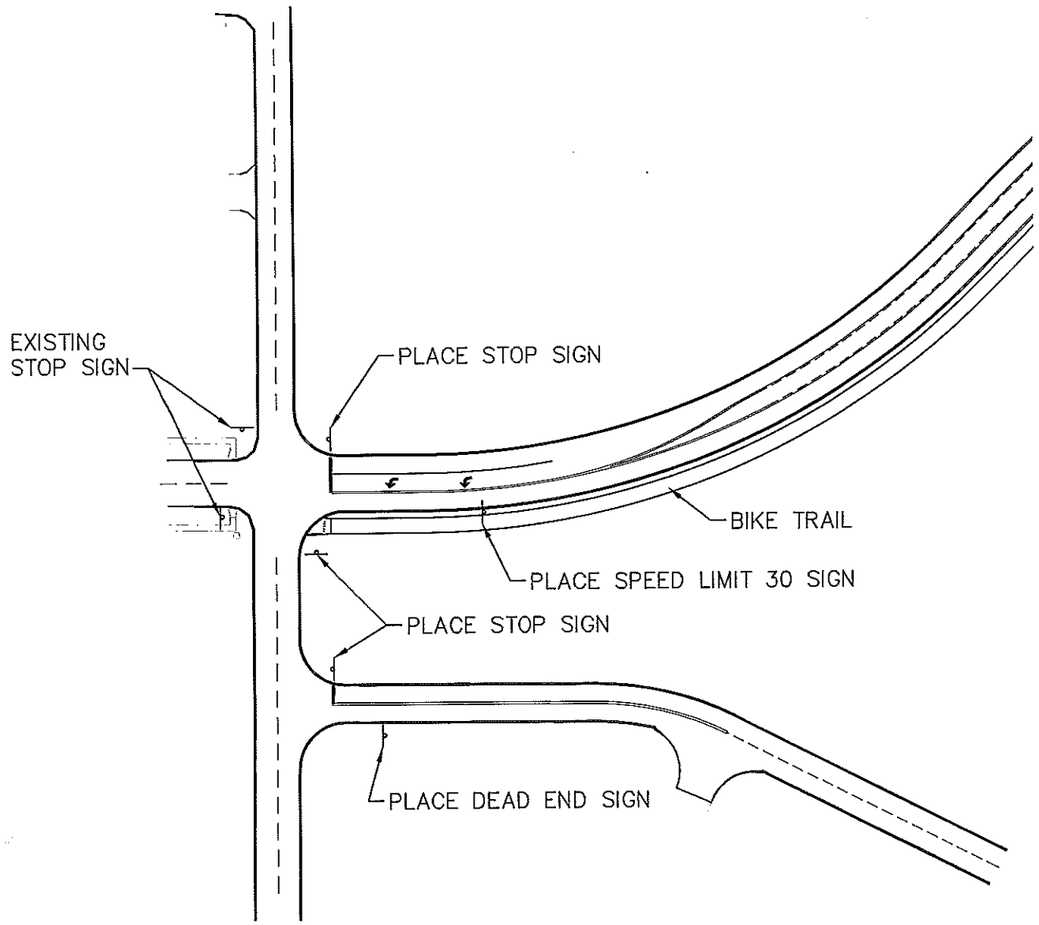
PASSED AND APPROVED THIS ___ DAY OF _____, 2016

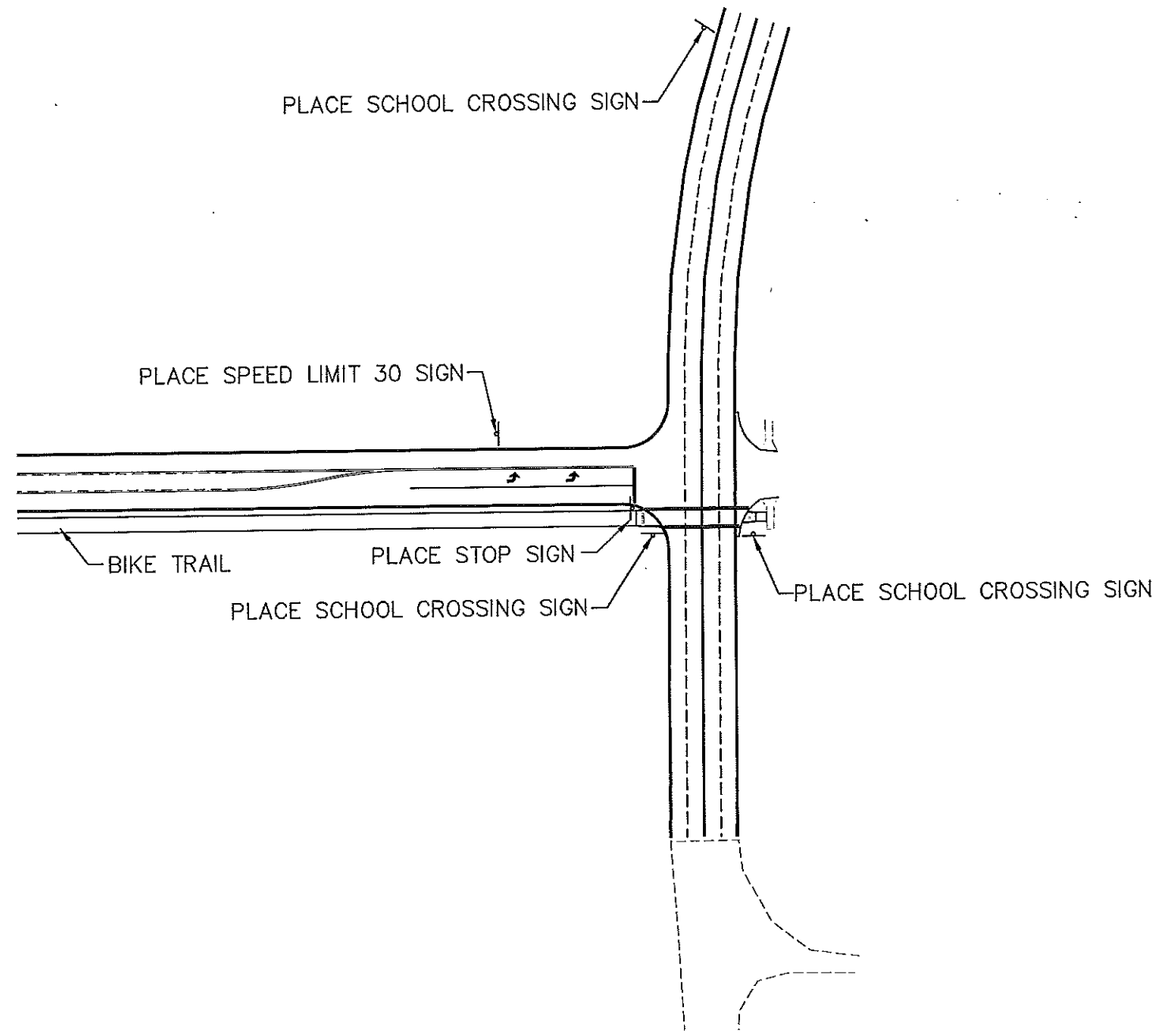
_____
Scott Getzschman, Mayor

ATTEST:

_____
Tyler Ficken
City Clerk

1ST STREET





CITY OF
FREMONT
NEBRASKA PATHFINDERS
PUBLIC WORKS
ENGINEERING DEPARTMENT

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: David Goedeken, P.E., Director of Public Works/City Engineer

DATE: August 25, 2016

SUBJECT: Amendment to the Fremont Municipal Code to set speed limit on Jack Sutton Drive at 30 miles per hour.

Recommendation – Waive three readings and approve Ordinance

Background: Construction of newly named Jack Sutton Drive is nearing completion. The recommended speed limit for this street is 30 miles per hour. To formally set the speed limit, the City Council needs to adopt an ordinance amending Chapter 5, Section 5-301, Sub-Section 4.p to include Jack Sutton Drive in the City's Street Inventory of streets with a speed limit of 30 miles per hour.

CHAPTER 5, SECTION 5-301, SUB-SECTION 4; is hereby amended as follows:

SUB-SECTION 4, 30 Miles Per Hour

p. Jack Sutton Drive, Luther Road to Johnson Road.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF FREMONT, NEBRASKA, TO AMEND CHAPTER 5, SECTION 5-301, SUB-SECTION 4, OF THE FREMONT MUNICIAL CODE OF THE CITY OF FREMONT, NEBRASKA, 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 - CHAPTER 5, SECTION 5-301, SUB-SECTION 4; is hereby amended as follows:

SUB-SECTION 4, 30 Miles Per Hour

p. Jack Sutton Drive, Luther Road to Johnson Road.

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

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

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

PASSED AND APPROVED THIS _____ DAY OF _____

_____
SCOTT GETZSCHMAN, MAYOR

ATTEST:

_____
TYLER FICKEN
CITY CLERK

Staff Report

TO: Mayor and Community Development Agency

FROM: Troy Anderson, Director of Planning

DATE: August 24, 2016

SUBJECT: Redevelopment Agreement – Yager Retail Redevelopment Project (Mixed-Use/Retail)

Recommendation: move to approve the resolution.

Background: In July of 2014, the City of Fremont adopted a redevelopment plan for a blighted area located near the intersection of E 23rd Street and N Bell Street. Two years later, in April of this year, the Community Development Agency (CDA), and subsequently City Council, approved an amendment to that plan authorizing a two-phase project, to be known as the Yager Retail Redevelopment Project (Project), including 9,000 square feet of multi-tenant mixed-uses (i.e. Phase 1), and 9,000 square feet of restaurant (i.e. Phase 2). Earlier this month however, the CDA and City Council did authorize a minor modification to the Project plan identifying a change in the phase two project scope to now be identified as a 5,000 square foot retail building.

The redeveloper, Yager Retail, LLC, (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 representations, obligations of the CDA and public improvements, obligations of redeveloper, financing the project, and default & remedies. All terms and conditions of the Agreement have been reviewed and are amenable to City Staff and the Redeveloper.

Fiscal Impact: N/A

REDEVELOPMENT AGREEMENT

(YAGER RETAIL REDEVELOPMENT PROJECT – PHASE TWO)

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

RECITALS

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

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

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

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

E. On May 31, 2016, the CDA approved the Redevelopment Agreement, and the issuance of tax increment financing indebtedness, with respect to the first phase of the redevelopment project pursuant to Resolution No. 2016-004.

F. The second phase of the proposed redevelopment project, which is the subject of this Redevelopment Agreement and which shall be referred to herein as

the "Project", involves acquisition of the Project Site and the construction of a new approximately 5,000 square foot retail building and associated improvements.

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

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

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

ARTICLE I

DEFINITIONS AND INTERPRETATION

Section 1.01 Terms Defined in this Redevelopment Agreement.

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

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

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

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

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

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

F. "Minimum Project Valuation" means an amount equal to One Million One Hundred Thousand and No/100 Dollars ($1,100,000.00).

G. "Phase One" means the first phase of the Redeveloper's proposed redevelopment project. The Redevelopment Agreement for Phase One, and the issuance of tax increment financing indebtedness, was approved by the CDA pursuant to Resolution No. 2016-004 on May 31, 2016. A Memorandum of Redevelopment Agreement (Yager Retail Redevelopment Agreement – Phase One) was recorded with the Dodge County Register of Deeds as Document #201602787.

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

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

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

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

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

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

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

O. "Redevelopment Area" means the Redevelopment Area that is referred to as the 23rd and Bell Area and that is legally described in the Redevelopment Plan.

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

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

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

Section 1.02 Construction and Interpretation.

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

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

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

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

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

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

ARTICLE II

REPRESENTATIONS

Section 2.01 **Representations by the CDA.**

The CDA makes the following representations and findings:

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

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

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

Section 2.02 <u>Representations of Redeveloper.</u>

Redeveloper makes the following representations and findings:

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

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

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

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

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

ARTICLE III

OBLIGATIONS OF THE CDA AND PUBLIC IMPROVEMENTS

Section 3.01 **Capture of Tax Increment**.

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

Section 3.02 **Tax Increment**.

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

Section 3.03 **Issuance of TIF Indebtedness**.

No sooner than thirty (30) days following the approval and execution of this Agreement, the CDA shall incur or issue TIF Indebtedness (the "TIF Note") in the estimated amount of Two Hundred Fifty Three Thousand and No/100 Dollars ($253,000.00), as calculated on the attached and incorporated Exhibit "B", to be issued to the Redeveloper which shall entitle the holder of the TIF Note to receive the semi-annual incremental tax payments generated by the Project. The TIF Indebtedness, which shall be in the form of a TIF Promissory Note, attached as Exhibit "B-1", shall not be a general obligation of the CDA or City which shall issue such Note solely as a conduit. The proceeds of the TIF Note shall be in the form of a grant by the CDA to the Redeveloper.

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

Section 3.04 Use of TIF Indebtedness.

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

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

Section 3.05 Creation of Fund.

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

Section 3.06 Projected TIF Sources and Uses.

The TIF Indebtedness calculation formula set forth on Exhibit "B", reflects the generation of incremental taxes created by the Project anticipated to be in the amount of approximately Eighteen Thousand One Hundred and No/100 Dollars ($18,100.00) for the first year after the completion of construction. The TIF sources and eligible uses are attached on Exhibit "C" and incorporated by this reference. The Projected Uses of the TIF funds are eligible under the Act, and are estimates which shall be confirmed upon construction completion and be certified by the Redeveloper under Section 4.02 below.

ARTICLE IV

OBLIGATIONS OF REDEVELOPER

Section 4.01 Construction of Project; Insurance.

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

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

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

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

Section 4.02 Cost Certification.

Redeveloper shall submit to the CDA a certification of Eligible Project Costs, after expenditure of such project costs to verify the uses described on Exhibit "C". Redeveloper may, at its option, submit one or more partial Eligible Project Costs Certifications prior to expenditure of all Eligible Project Costs providing certification of receipt of billings for work in progress. All Eligible Project Costs Certifications shall be subject to review and approval by the CDA prior to the funding of such eligible costs. Determinations by the CDA whether costs included in the Eligible Project Costs Certification are properly included in Eligible Project Costs as defined in this Agreement shall be made in its sole discretion and shall be conclusive and binding on Redeveloper. Redeveloper shall be required to certify eligible costs up to the principal amount of the TIF Note of Two Hundred Fifty Three Thousand and No/100 Dollars ($253,000.00).

Section 4.03 No Discrimination.

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

Section 4.04 **Pay Real Estate Taxes.**

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

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

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

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

Section 4.05 <u>No Assignment or Conveyance.</u>

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

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

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

Section 4.06 Evidence of Financial Ability.

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

ARTICLE V

FINANCING REDEVELOPMENT PROJECT; ENCUMBRANCES

Section 5.01 Financing.

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

Section 5.02 **Encumbrances.**

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

ARTICLE VI

DEFAULT, REMEDIES; INDEMNIFICATION

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

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

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

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

In the event that:

(a) Redeveloper, or successor in interest, shall fail to commence and subsequently complete the construction of the Project on or before the Project Completion Date, or shall abandon construction work for any period of 120 days (not including any period covered pursuant to the terms of Section 6.04 below);

(b) Redeveloper, or successor in interest, shall fail to pay real estate taxes or assessments on the Project Site or any part thereof when due, and such taxes or assessments or payments in lieu of taxes shall not have been paid, or provisions satisfactory to the CDA made for such payment within thirty (30) days following written notice from the CDA (upon written request to the City, all such notices shall also be provided to Redeveloper's lender);

(c) Redeveloper does not maintain an assessed valuation equal to or greater than the Minimum Project Valuation for the Project Site for the term of this Agreement and fails to satisfy the obligations of Section 4.04(b) of this Agreement; or

(d) There is, in violation of Section 4.05 of this Redevelopment Agreement, transfer of the Project Site or any part thereof, and such failure or action by Redeveloper has not been cured within 30 days following written notice from the CDA (upon written request to the City, all such notices shall also be provided to Redeveloper's lender),

then Redeveloper shall be in default of this Redevelopment Agreement; and in the event that such failure to perform, breach or default is not cured in the period herein provided, the parties agree that the damages caused to the CDA would be difficult to determine with certainty and that a reasonable estimation of the amount of damages that could be incurred is the amount of the grant to Redeveloper pursuant to Sections 3.03 and 3.04, less any reductions in the principal amount of the TIF Note, plus interest accrued (the "Liquidated Damages Amount") which shall be paid by Redeveloper to the CDA within 30 days of demand by the CDA. To the extent that such failure results in the fact that the CDA is not able to capture the full amount of the anticipated Tax Increment contemplated hereunder, Redeveloper shall be obligated, on an annual basis, to remit the sum by which the anticipated Tax Increment exceeds the actual Tax Increment.

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

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

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

Section 6.04 <u>Limitation of Liability; Indemnification.</u>

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

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

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

ARTICLE VII

MISCELLANEOUS

Section 7.01 Memorandum.

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

Section 7.02 Governing Law.

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

Section 7.03 Binding Effect; Amendment.

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

Section 7.04 No Agency or Partnership.

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

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

[Signature and Notary Pages to Follow]

"CDA"

COMMUNITY DEVELOPMENT
AGENCY OF THE CITY OF
FREMONT, NEBRASKA

ATTEST:

By:_____ By: _____
Secretary Chairman

STATE OF NEBRASKA)
) ss.
COUNTY OF DODGE)

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

_____
Notary Public

"REDEVELOPER"

Yager Retail, LLC, a
Nebraska limited liability company

By: _____
Name: _____
Title: Manager

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 2016, by _____, Manager of Yager Retail, LLC, a Nebraska limited liability company, on behalf of the limited liability company.

_____
Notary Public

TABLE OF EXHIBITS:

Exhibit "A" – Description of Project
Exhibit "B" – TIF Indebtedness
Exhibit "B-1" – TIF Note
Exhibit "C" – Projected TIF Sources and Uses
Exhibit "D" – Certificate of Completion
Exhibit "E" – Memorandum of Redevelopment Agreement

EXHIBIT "A"

DESCRIPTION OF PROJECT

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

> Lot Three (3), Yager Place Subdivision Replat, as surveyed, platted and recorded in the City of Fremont, Dodge County, Nebraska,

shall consist of the following:

(a) **Private Improvements**. The private improvements to be constructed by the Redeveloper on the Project Site include a new approximately 5,000 square foot retail building and associated improvements.

(b) **Public Improvements**. Site acquisition, extension of public utilities, architectural and engineering fees, site preparation, landscaping and other eligible public expenditures under the Act as determined in the Redevelopment Agreement; paid for, in part, by the tax increment generated by the private improvements.

EXHIBIT "B"

TIF INDEBTEDNESS

1. **Principal Amount**. The principal amount of the TIF Indebtedness shall be the amount, together with interest accruing thereon, which can be amortized by the Maturity Date, solely from the Tax Increment Revenues based upon the current aggregate ad valorem tax rate applicable to the Project Site multiplied by an assumed valuation of $1,100,000.00 less the base valuation, subject to required debt service coverage, required reserve, and cost of issuance.

2. **Anticipated Tax Increment**: Approximately $18,100.00 annually.

3. **Payments**. Semi-annually with interest only until real estate taxes are fully collected for the tax year of the Effective Date in an amount sufficient to fully amortize the TIF Indebtedness on or before the Maturity Date.

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

5. **Notice to Divide Taxes**. The CDA shall file the "Notice to Divide Taxes" with the Dodge County Assessor prior to August 1, 2017.

EXHIBIT "B-1"

TIF NOTE
(See Attached)

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

Registered Registered

No. 1 $253,000.00

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

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

Maturity Date	Original Issuance Date
December 31, 2032	_____, 20___

Registered Holder	Principal Amount
Yager Retail, LLC	$253,000.00

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

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

This Note is designated The Community Development Agency of the City of Fremont, Nebraska Redevelopment Revenue Note (Yager Retail Redevelopment Project – Phase Two), Series 2016A, aggregating Two Hundred Fifty Three Thousand and 00/100 Dollars ($253,000.00) (the "Note") in principal amount which has been issued pursuant to the Section 12 of Article VIII of the Nebraska Constitution and Neb. Rev. Stat. §§ 18-2101 through 18-2154, as amended and supplemented (the "Act") and under and pursuant to a Resolution adopted by the Governing Body of the Issuer (the "Resolution"), to aid in the financing of a redevelopment project pursuant to the Act. This Note does not represent a debt or pledge of the faith or credit of the Issuer or grant to the Registered Holder of this Note any right to have the Issuer levy any taxes or appropriate any funds for the payment of the principal hereof nor is this Note a general obligation of the Issuer, or the individual officials, officers or agents thereof. This Note is payable solely and only out of the Tax Increment Revenues generated by the Project as identified in the Redevelopment Agreement by and between the Issuer and the Registered Holder hereof. All such revenue has been duly pledged for that purpose. If the Project does not generate sufficient Tax Increment Revenues or the Issuer does not receive sufficient Tax Increment Revenues to pay the Note in full, then the Issuer shall only pay the net amount received in Tax Increment Revenues from the Project as full payment of this Note.

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

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

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

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

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

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

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

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

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

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

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

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

THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF FREMONT, NEBRASKA

ATTEST:

_____ By: _____

Secretary Chairman

CERTIFICATE OF AUTHENTICATION

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

Fremont City Treasurer,
as Paying Agent and Registrar

By: _____

Authorized Signature

EXHIBIT "C"

PROJECTED TIF SOURCES AND USES

1. PROJECTED TIF SOURCES

Assumptions:	Dodge Co. Tax Levy (2015)	1.973072
	TIF period (years)	14

Property Value Assumptions:		Assessed Value	Estimated Taxes
	Pre-Project	$184,300	$3,600
	Completed Project	$1,100,000	$21,700
	Difference	$915,700	$18,100

TIF Calculations:	Annual TIF Amount	$18,100
	TIF Loan Amount	**$253,000**

2. PROJECTED TIF USES[1]

	Project Costs
A. Admin. Fee – 1%	$2,500
B. Cost of Issuance	$10,000
C. City Redevelopment Improvements – 5%	$12,700
D. Site Acquisition	$295,000
D. Site Preparation	$100,000
E. Utilities	$50,000
F. Architectural & Engineering Fees	$60,000
G. Legal Fees	$25,000
H. Parking Lot & Landscaping	$100,000
Total	$655,200*

*Eligible TIF Uses are projected to be approximately $655,200, but the TIF Revenue Projection is limited to $253,000 which is the sum generated by the projected incremental revenues based on the projected valuation of the redevelopment project. For purposes of the Cost Certification required by Section 4.02, Redeveloper shall be required to certify costs up to the amount of the TIF Note of $253,000.

[1] All costs are estimates and are subject to final confirmation and adjustment upon construction completion.

EXHIBIT "D"

CERTIFICATE OF COMPLETION

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

> Lot Three (3), Yager Place Subdivision Replat, as surveyed, platted and recorded in the City of Fremont, Dodge County, Nebraska,

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

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

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

"CDA"

COMMUNITY DEVELOPMENT
AGENCY OF THE CITY OF
FREMONT, NEBRASKA

_____
_____, Chairperson

STATE OF NEBRASKA)
) ss.
COUNTY OF DODGE)

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

_____
Notary Public

"REDEVELOPER"

Yager Retail, LLC, a
Nebraska limited liability company

By: _____
Name: _____
Title: Manager

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 201__, by _____, Manager of Yager Retail, LLC, a Nebraska limited liability company, on behalf of the limited liability company.

_____
Notary Public

After recording return to:
Heather A. Carver
Cline Williams Wright Johnson
& Oldfather, L.L.P.
Sterling Ridge
12910 Pierce Street, Suite 200
Omaha, Nebraska 68144

EXHIBIT "E"

MEMORANDUM OF REDEVELOPMENT AGREEMENT
(YAGER RETAIL REDEVELOPMENT PROJECT – PHASE TWO)

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

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

> Lot Three (3), Yager Place Subdivision Replat, as surveyed, platted and recorded in the City of Fremont, Dodge County, Nebraska.

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

captured by the CDA shall be used to make the public improvements as described in the Redevelopment Agreement.

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

[SIGNATURE PAGES TO FOLLOW]

"CDA"

COMMUNITY DEVELOPMENT
AGENCY OF THE CITY OF
FREMONT, NEBRASKA

_____
_____, Chairperson

STATE OF NEBRASKA)
) ss.
COUNTY OF DODGE)

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

_____
Notary Public

"REDEVELOPER"

Yager Retail, LLC, a
Nebraska limited liability company

By: _____
Name: _____
Title: Manager

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 2016, by _____, Manager of Yager Retail, LLC, a Nebraska limited liability company, on behalf of the limited liability company.

_____
Notary Public

4846-2994-3351, v. 2

CITY COUNCIL OF THE
CITY OF FREMONT, NEBRASKA

RESOLUTION NO. 2016-_____
(Redevelopment Agreement for the
Yager Retail Redevelopment Project – Phase Two)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREMONT, NEBRASKA APPROVING THE FORM OF REDEVELOPMENT AGREEMENT FOR THE YAGER RETAIL REDEVELOPMENT PROJECT – PHASE TWO AND AUTHORIZING COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF FREMONT, NEBRASKA TO ENTER INTO SAID AGREEMENT AND TO ISSUE TAX INCREMENT FINANCING INDEBTEDNESS.

WHEREAS, the City Council of the City of Fremont, Nebraska via Resolution No. 2016-063 dated April 26, 2016 approved and adopted an Amendment to the Redevelopment Plan for the 23rd & Bell Redevelopment Area in the City of Fremont, Nebraska for a two-phase project identified as the Yager Retail Redevelopment Project (the "Project") pursuant to the Nebraska Community Development Law codified at Neb. Rev. Stat. §§ 18-2101 et seq. (the "Act");

WHEREAS, the City Council via Resolution No. 2016-___ dated August 9, 2016 approved and adopted an Amendment to the Redevelopment Plan (Phase Two Minor Modification) and a Cost-Benefit Analysis for Phase Two of the Project in accordance with the Act;

WHEREAS, on August 30, 2016, the Community Development Agency of the City of Fremont, Nebraska ("CDA") approved and adopted the form of Redevelopment Agreement attached hereto as Attachment "A" for Phase Two of the Project (the "Redevelopment Agreement");

WHEREAS, on August 30, 2016, a meeting of the City Council was held at the Fremont City Council Chambers, 400 East Military Road, in Fremont, Nebraska in order to determine whether the Redevelopment Agreement should be approved;

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

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

WHEREAS, Phase Two of the Project would not be economically feasible as designed without the use of tax increment financing; Phase Two of the Project as designed would not occur in the redevelopment area without the use of tax

increment financing; and Phase Two of the Project is in the long-term best interests of the community;

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

WHEREAS, pursuant to the provisions of the Act and in light of the foregoing findings and determinations, the City Council desires to approve the form of the Redevelopment Agreement, and to authorize the CDA to issue TIF Indebtedness in an amount not to exceed Two Hundred Fifty Three Thousand and No/100 Dollars ($253,000.00) in the form of the TIF Note attached to the Redevelopment Agreement.

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

BE IT FURTHER RESOLVED, that the CDA of the City of Fremont, Nebraska is hereby authorized to negotiate the terms and conditions of the Redevelopment Agreement, and to execute and deliver the Redevelopment Agreement with such changes, modifications, additions and deletions therein as the CDA and its legal counsel shall deem necessary, desirable or appropriate; and

BE IT FURTHER RESOLVED, by the City Council that the CDA of the City of Fremont is hereby authorized to take all actions contemplated and required by the Redevelopment Agreement including, without limitation, to issue TIF Indebtedness following the lapse of thirty 30 days after the approval of the Redevelopment Agreement, in an amount not to exceed Two Hundred Fifty Three Thousand and No/100 Dollars ($253,000.00) in the form of the TIF Note attached to the Redevelopment Agreement. Such TIF Indebtedness shall be repaid solely from the Tax Increment created by the Project and shall not represent the general obligation of the CDA nor the City of Fremont.

DATED THIS 30th day of August, 2016.

CITY OF FREMONT, NEBRASKA

By: _____
Mayor

ATTEST: _____
City Clerk

ATTACHMENT "A"

[Redevelopment Agreement]

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) hold final 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.

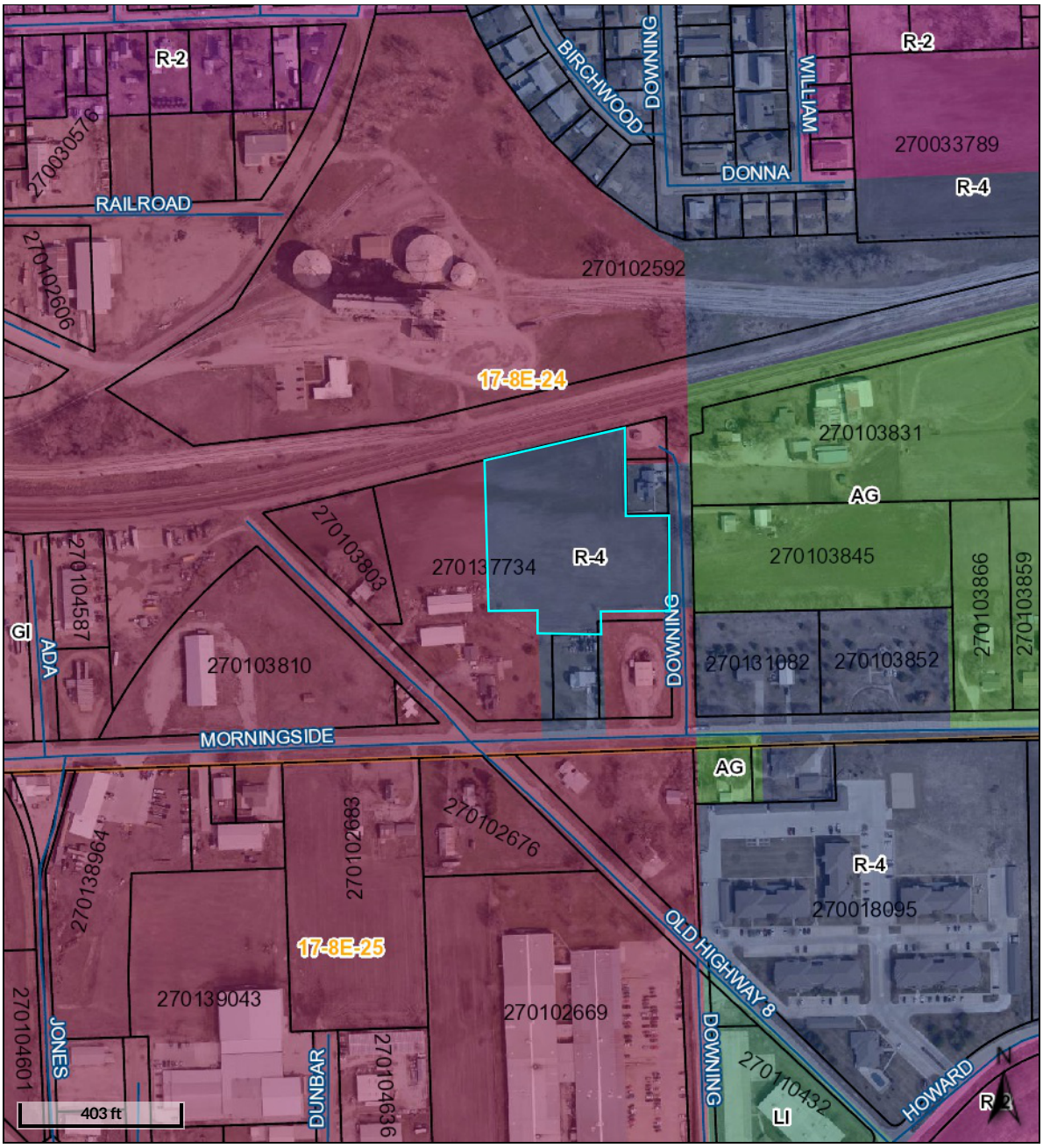
The subject property is located on the northeast corner of Old Hwy 8 and Morningside Rd. Property to the north, opposite the Union Pacific Railroad are zoned GI General Industrial, consist of an office, feed handling and mixing, industrial shells, and light commercial utility buildings, and is listed 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

Beacon™ Dodge County, NE



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

Schneider

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) 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

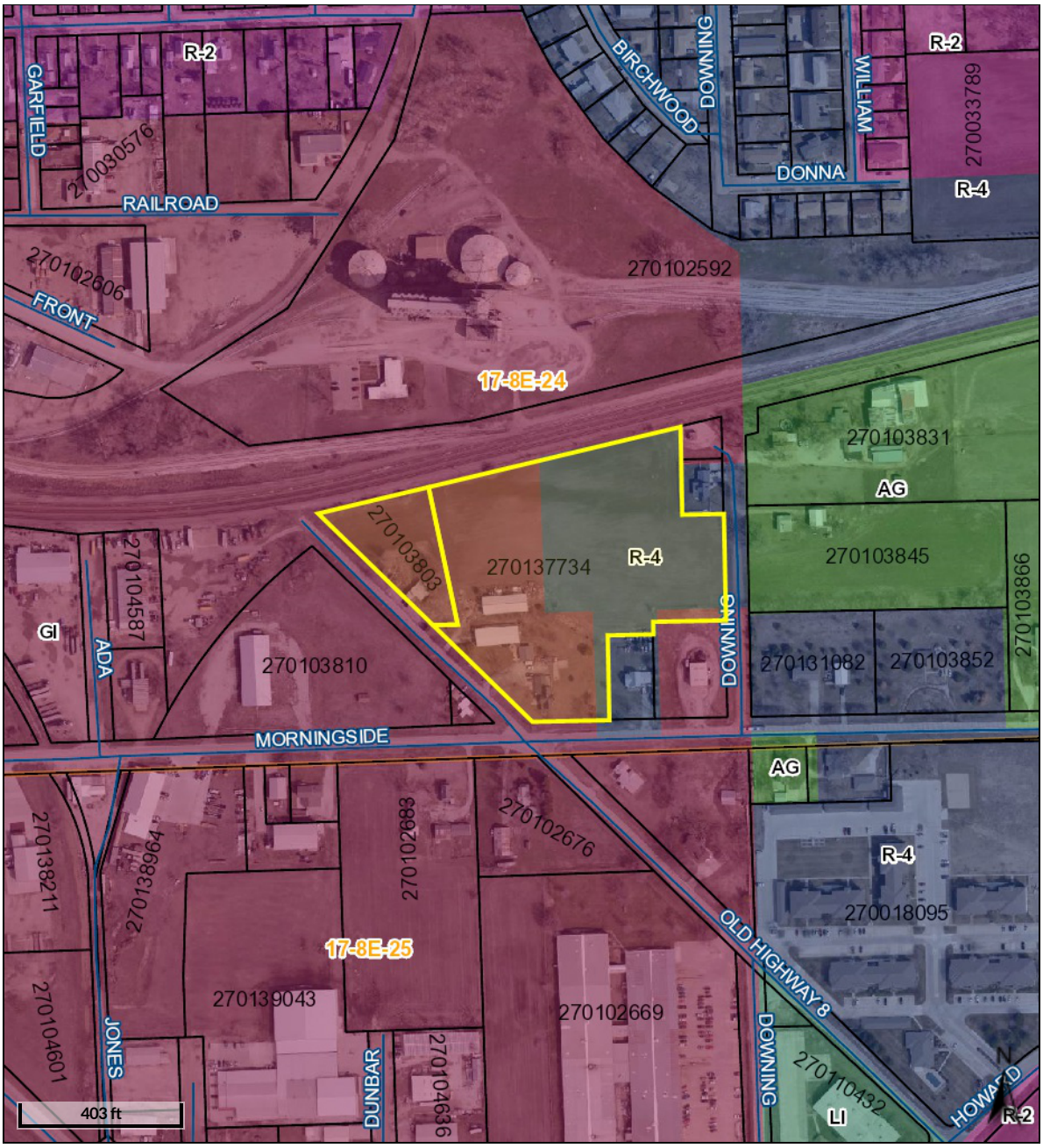
Table 12-1: Criteria For Site Plan Review And Conditional Use Permits

	CRITERIA	APPLIES TO	
Land Use Compatibility		**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
	Development must have access to adjacent public streets and ways. Internal circulation should minimize conflicts and congestion at public access points.	X	X
Landscaping	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

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

	CRITERIA	APPLIES TO	
Operating Characteristics		**Site Plan Review**	Conditional **Use Permit**
Outside Storage	Outside storage areas must be screened from surrounding streets and less intensive land uses.	X	X
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
	Sanitary sewer must have adequate capacity to serve development.	X	X
Storm Water Management	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
	Development should not increase probability of erosion, flooding, landslides, or other run-off related effects.	X	X
Utilities	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
Comprehensive Plan	Projects should be consistent with the City of Fremont's Comprehensive Development Plan.		X

Beacon™ Dodge County, NE



Overview

Legend

Highways

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

Zoning

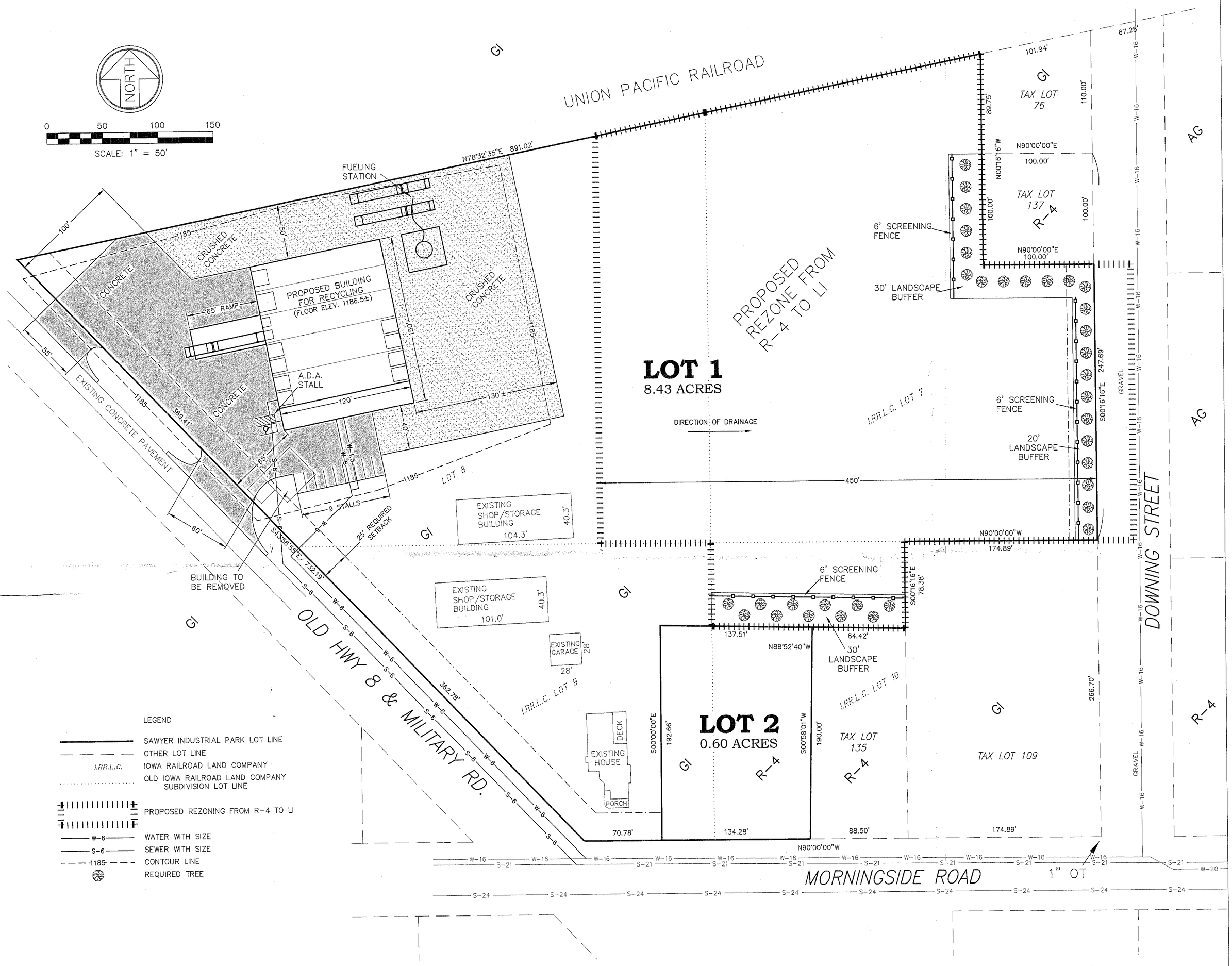
- <all other values>
- AG
- CC
- CC/PD
- DC
- GC
- GI
- LI
- MU
- MU / TND
- R-1
- R-2
- R-2/NC
- R-3
- R-4
- R-5
- RR
- UC
- UC/SC
- UNKNOWN

Date created: 7/8/2016

Schneider

Developed by
The Schneider Corporation

PROPOSED RECYLING CENTER



NOT FOR CONSTRUCTION

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

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.

CALL COVERS ALL
1-800-331-5666
UTILITIES COORDINATING COMMITTEE

REGISTERED PROFESSIONAL ENGINEER
STEPHEN W. DODD
E-6508
STATE OF NEBRASKA

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:

1. THESE DRAWINGS, AND COPIES THEREOF, ARE LEGAL INSTRUMENTS OF SERVICE FOR USE OF THE OWNER ONLY.
2. ANY DEVIATIONS FROM THE CONTRACT DOCUMENTS, WHICH ARE NECESSITATED BY FIELD CONDITIONS, SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT IMMEDIATELY.
3. ALL WORK DONE SHALL CONFORM TO THE APPLICABLE EDITION OF THE INTERNATIONAL BUILDING CODE AND THE STATE AND LOCAL BUILDING CODES.
4. EACH TRADE SHALL BE HELD RESPONSIBLE FOR KNOWLEDGE OF THE GENERAL NOTES INCLUDED THROUGHOUT THE CONTRACT DOCUMENTS AND THE APPLICABLE BUILDING CODES.
5. 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.
6. ALL COLORS AND FINISH MATERIALS SHALL BE SELECTED BY THE OWNER AND/OR HIS AGENT.
7. NOTED DIMENSIONS TAKE PRECEDENCE OVER SCALED DIMENSIONS.
8. ALL DIMENSIONS ARE TO FACE OF STUD, CENTERLINE OF COLUMN UNLESS NOTED OTHERWISE.
9. 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 INTERNATION 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:

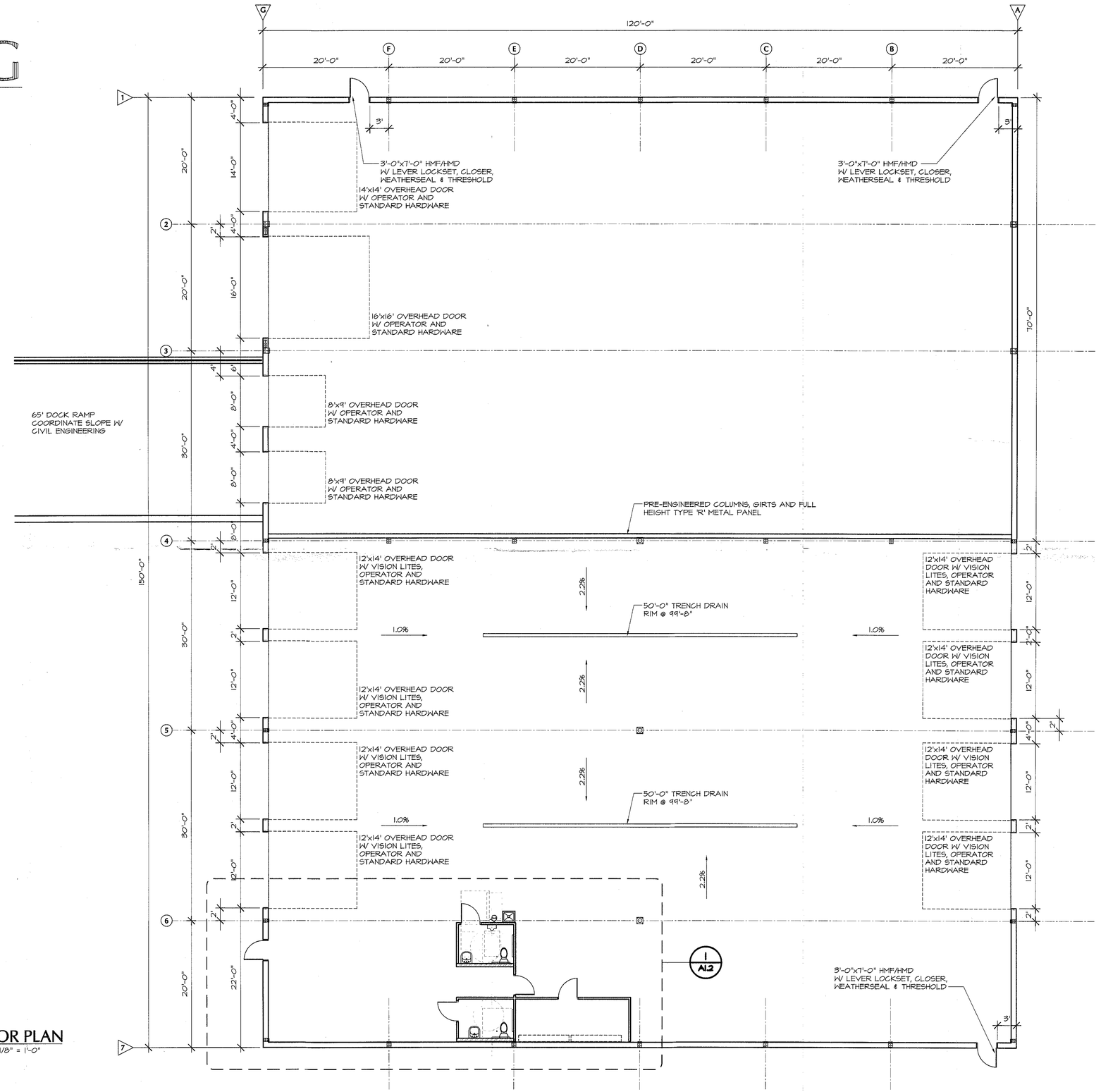
At = TABULATED ALLOWABLE AREAS PER I.B.C. TABLE 503
Aa = ALLOWABLE AREA PER FLOOR
If = INCREASE DUE TO FRONTAGE
Is = INCREASE DUE TO SPRINKLERS
F = PERIMETER FRONTING PUBLIC WAY OR OPEN SPACE
P = PERIMETER OF BUILDING
W = WIDTH OF PUBLIC WAY OR OPEN SPACE PER 506.2.1

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"

Architectural Innovations
PO BOX 6425
LINCOLN, NEBRASKA 68506
PHONE: (402) 467-4328
FAX: (402) 421-7118

REVISIONS

NO.	DATE	

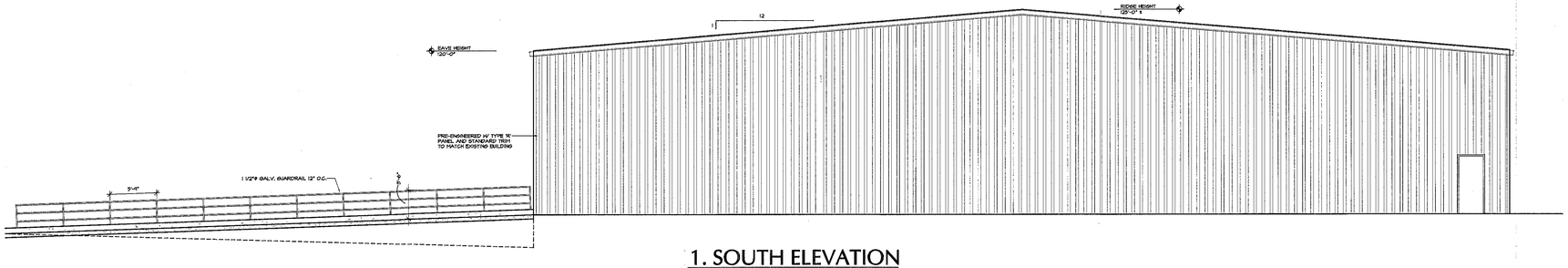
ARCHITECT
JERAMIE J. NELSON
A-4178
STATE OF NEBRASKA
06-14-2016

RC BUILDING
OLD HIGHWAY 8 & MORNINGSIDE RD
FREMONT, NEBRASKA

FLOOR PLAN

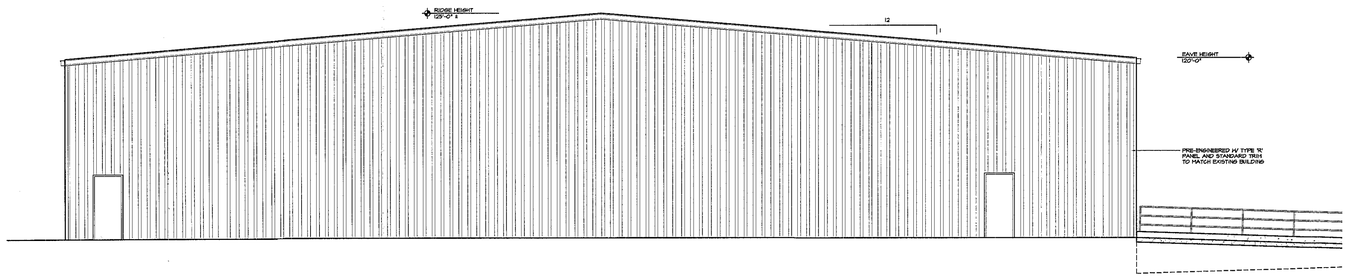
Project:	16-04010
Date:	15 MAY 2016
Revision Date:	

A1.1



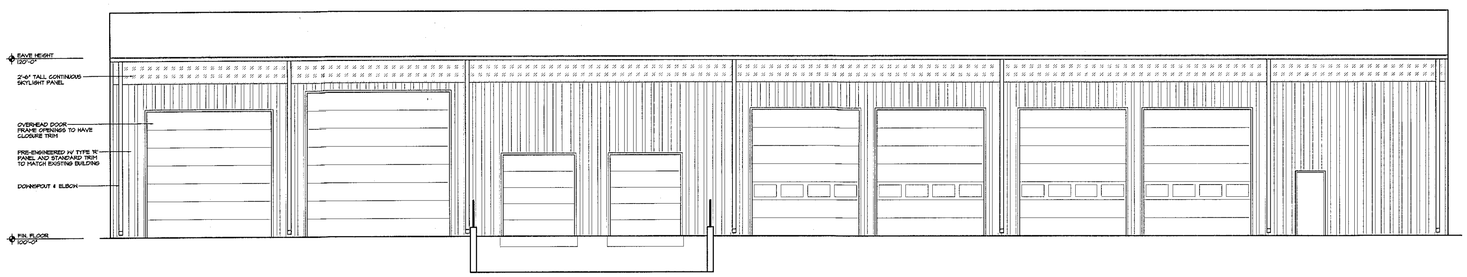
1. SOUTH ELEVATION

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



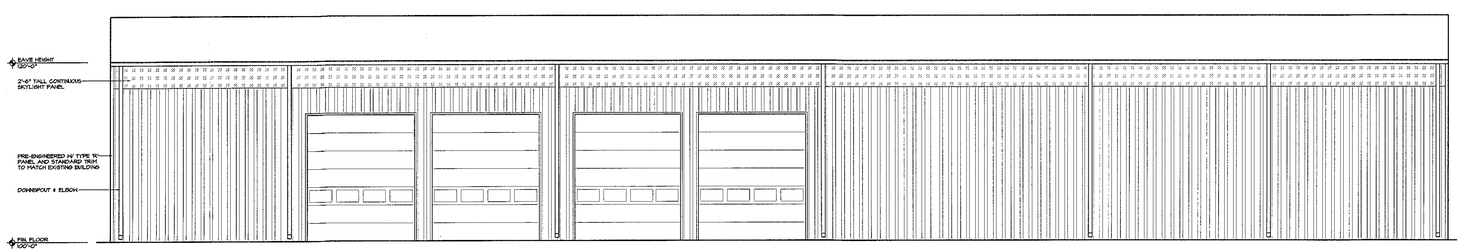
2. NORTH ELEVATION

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



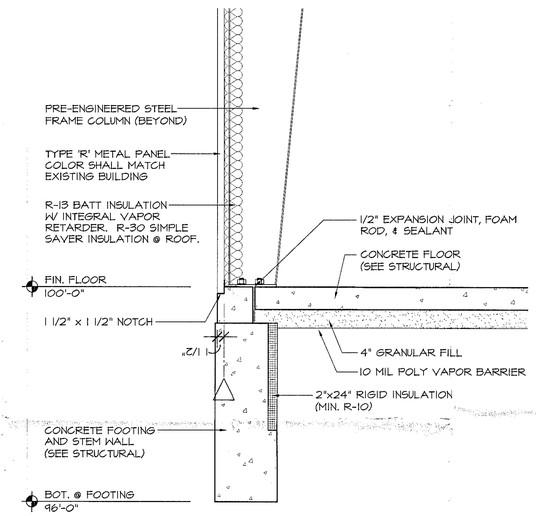
3. WEST ELEVATION

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



4. EAST ELEVATION

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



5. TYP. SECTION

SCALE: 3/4" = 1'-0"

AI
Architectural
Innovations
PO BOX 6425
LINCOLN, NEBRASKA 68506
PHONE: (402) 467-4328
FAX: (402) 421-7713

NO.	DATE	REVISIONS

ARCHITECT
JERAMIE J. NELSON
A-4178
STATE OF NEBRASKA
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 thereinafter 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. Chemical or petroleum storage, including vehicles, equipment, or machinery containing the same, shall be prohibited within five hundred (500)-feet of the City of Fremont's water well;

C. **Recycling of batteries, oil, petroleum, hydraulic fluids, chemicals, metals, or other biological, chemical or radioactive items, shall be prohibited within five hundred (500)-feet of the City of Fremont's water well;**

D. The Conditional Use Permit is issued under the conditions set out in subsection 1203, Fremont Zoning Ordinance (FZO), as amended; and

E. 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 thereinafter 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

Staff Report

TO: Mayor and City Council

FROM: Troy Anderson, Director of Planning

DATE: August 23, 2016

SUBJECT: Final Plat – 1800 Deer Run

Recommendation: move to approve the resolution.

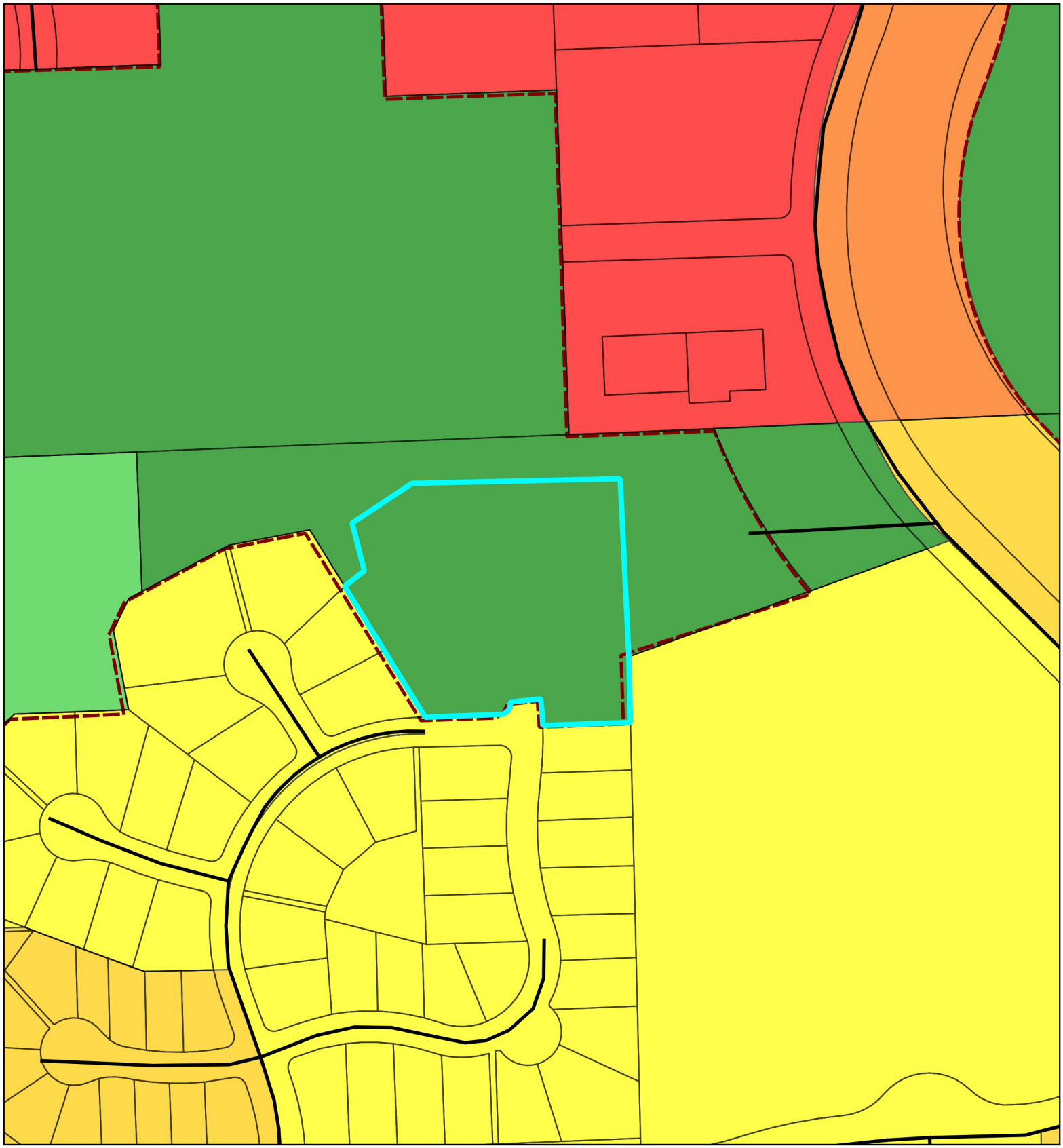
Background: The agent for the owner of approximately 4.5 acres located at 1800 Deer Run, Dodd Engineering & Surveying, LLC, is requesting approval of a Final Plat to be known as Deer Pointe Fourth Addition. The reason for the request is to subdivide the land for conveyance and dedication purposes.

Currently the subject property is zoned AG Agricultural. Following a change of zoning to R-1 Single-Family Residential, the eight (8) lots being proposed would meet the R-1 Single-Family Residential district requirements for area [sixty-five hundred (6,500) square feet] and width [seventy-five (75) feet]. The lots would front along a public right-of-way [Deer Run] to be dedicated as a public street as part of this Addition, and would be served by all necessary utilities.

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

By a vote of 6-0, the Planning Commission recommended approval of the Zoning Change at its regularly scheduled meeting August 15, 2016.

Fiscal Impact: N/A



N

CITY OF
FREMONT
NEBRASKA PATHFINDERS

200 0 200 400 600 ft

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF FREMONT, NEBRASKA, APPROVING THE REQUEST TO PLAT APPROXIMATELY 4.5 ACRES, LOCATED AT 1800 DEER RUN, TO BE KNOWN AS DEER POINTE FOURTH ADDITION.

WHEREAS, the owners of approximately 4.5 acres, generally described as a parcel of land located in the Southeast Quarter, Northwest Quarter, Section 18, Township 17 North, Range 9 East of the Sixth P.M., Dodge County, Nebraska, wishes to subdivide said lots or tracts; and

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

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

WHEREAS, the Planning Commission heard the request for approval of the Final Plat on August 15, 2016, at which time the Commission unanimously recommended in favor of the request;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FREMONT, NEBRASKA, AS FOLLOWS: That the City of Fremont does hereby approve the Final Plat of approximately 4.5 acres to be known as Deer Point Fourth Addition to the City of Fremont, Dodge County, Nebraska, said plat being attached hereto and incorporated herein as Exhibit A.

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

_____

Scott Getzschman, Mayor

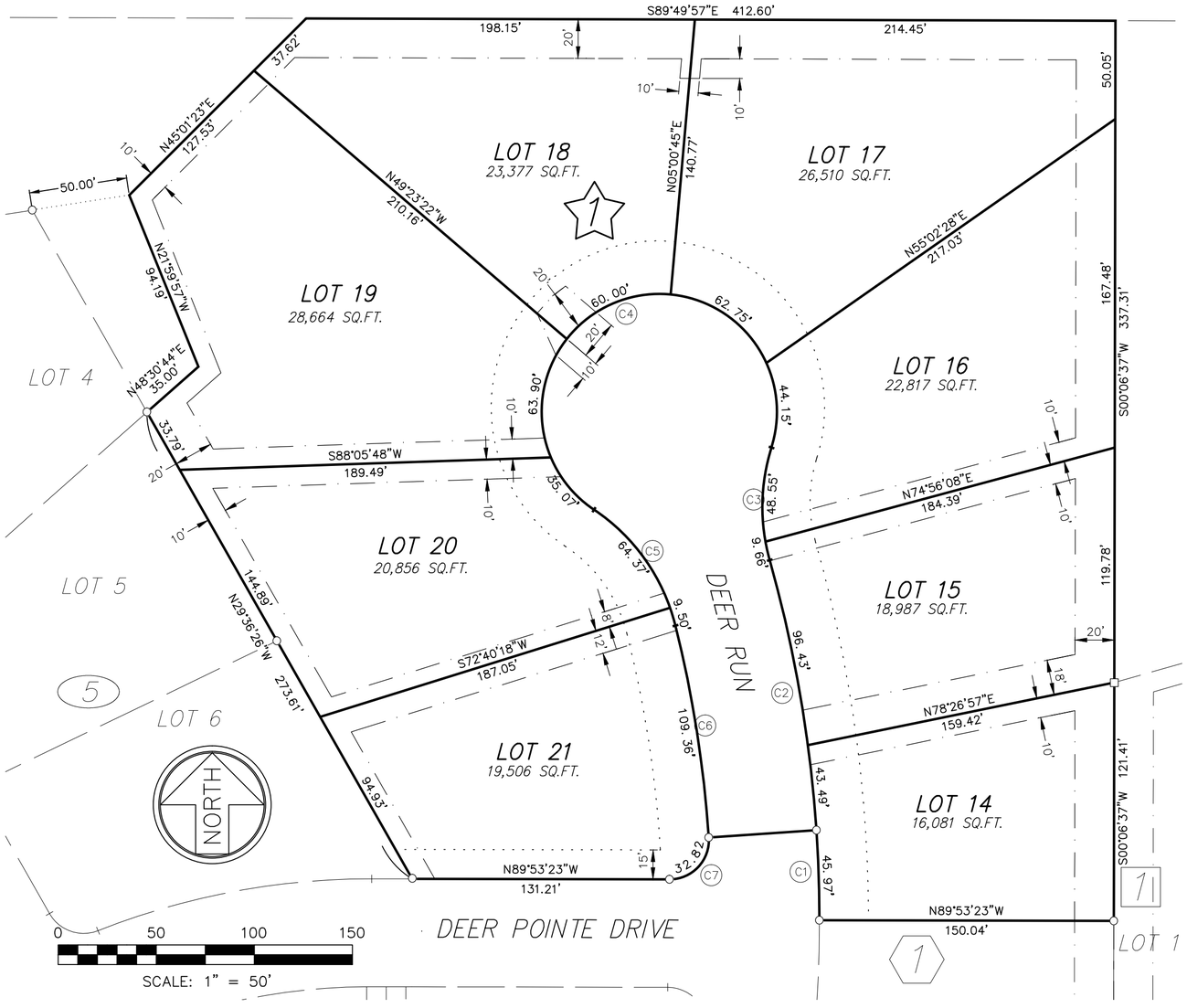
ATTEST:

_____

Tyler Ficken, City Clerk

FINAL PLAT OF
DEER POINTE FOURTH ADDITION
TO THE CITY OF FREMONT, NEBRASKA

PART OF THE SE1/4 NW1/4 OF SECTION 18, T17N, R9E
OF THE 6TH P.M., ALL IN DODGE COUNTY, NEBRASKA.



LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE SE1/4 NW1/4 OF SECTION 18, TOWNSHIP 17 NORTH, RANGE 9 EAST OF THE 6TH P.M., DODGE COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 1, BLOCK 1, DIERS ADDITION; THENCE S00°06'37"W (ASSUMED BEARING) ALONG THE WEST LINE OF SAID LOT 1 A DISTANCE OF 121.41 FEET TO THE NORTHEAST CORNER OF LOT 13, BLOCK 1, DEER POINTE THIRD ADDITION; THENCE N89°53'23"W ALONG THE NORTH LINE OF SAID LOT 13 A DISTANCE OF 150.04 FEET TO THE NORTHWEST CORNER OF SAID LOT 13; THENCE NORTHERLY FOLLOWING THE EASTERLY LINE OF DEER RUN A DISTANCE OF 45.97 FEET ALONG A 677.50 FOOT RADIUS CURVE TO THE LEFT, HAVING A CHORD BEARING N01°57'16"W, AND A CHORD LENGTH OF 45.96 FEET; THENCE S86°06'06"W A DISTANCE OF 55.00 FEET; THENCE SOUTHWESTERLY 32.82 FEET ALONG A 20.00 FOOT RADIUS CURVE TO THE RIGHT, HAVING A CHORD BEARING S43°06'21"W, AND A CHORD LENGTH OF 29.26 FEET TO A POINT ON THE NORTHERLY LINE OF DEER POINTE DRIVE; THENCE N89°53'23"W ALONG SAID NORTHERLY LINE A DISTANCE OF 131.21 FEET TO THE SOUTHEAST CORNER OF LOT 6, BLOCK 5 DEER POINTE FIRST ADDITION; THENCE N29°36'26"W ALONG THE NORTHEASTERLY LINES OF LOTS 5 AND 6, BLOCK 5, DEER POINT FIRST ADDITION A DISTANCE OF 273.61 FEET TO THE NORTHEAST CORNER OF SAID LOT 5; THENCE N48°30'44"E ALONG THE EASTERLY EXTENSION OF THE NORTH LINE OF SAID LOT 5, BLOCK A DISTANCE OF 35.00 FEET; THENCE N21°59'57"W A DISTANCE OF 94.19 FEET TO A POINT ON THE EASTERLY EXTENSION OF THE NORTH LINE OF LOT 4, BLOCK 5, DEER POINTE FIRST ADDITION, AND BEING 50.00 FEET FROM THE NORTHEAST CORNER OF SAID LOT 4; THENCE N45°01'23"E A DISTANCE OF 127.53 FEET TO A POINT ON THE NORTH LINE OF THE PARCEL DESCRIBED IN BOOK 2002, PAGE 6884; THENCE S89°49'57"E ALONG SAID NORTH LINE A DISTANCE OF 412.60 FEET TO A POINT NORTHERLY EXTENSION OF THE WEST LINE OF LOT 1, BLOCK 1, DIERS ADDITION; THENCE S00°06'37"W ALONG SAID NORTHERLY EXTENSION A DISTANCE OF 337.31 FEET TO THE POINT OF BEGINNING; CONTAINING 4.54 ACRES, MORE OR LESS.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS: THAT DEER POINTE CORP., A NEBRASKA CORPORATION, CHARLES H. DIERS, PRESIDENT; OWNER AND PROPRIETOR OF THE TRACT OF LAND SHOWN AND DESCRIBED HEREON, HAS CAUSED THE SAME TO BE DIVIDED INTO LOTS AND BLOCKS, SAID SUBDIVISION TO BE KNOWN AS DEER POINTE FOURTH ADDITION, THE LOTS AND BLOCKS TO BE NUMBERED AS SHOWN AND APPROVES OF THE DISPOSITION OF THE PROPERTY AS SHOWN ON THIS PLAT AND HEREBY DEDICATES TO THE PUBLIC FOR PERPETUAL PUBLIC USE THE STREET TO BE KNOWN AS DEER RUN AT THE LOCATION AND TO THE WIDTH SHOWN HEREON AND HEREBY GRANTS PERPETUAL EASEMENTS AT THE LOCATIONS AND TO THE WIDTHS SHOWN HEREON TO THE CITY OF FREMONT, ANY PUBLIC OR PRIVATE UTILITY COMPANY, AND FOR THE USE OF ABUTTING PROPERTY OWNERS, FOR THE SOLE PURPOSE OF CONSTRUCTION AND MAINTENANCE OF UTILITY LINES AND PIPES AND DRAINAGE FACILITIES. NO PERMANENT BUILDING OR RETAINING WALL SHALL BE PLACED IN THE ABOVE DESCRIBED EASEMENT WAYS, BUT THE SAME MAY BE USED FOR GARDENS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS HEREIN GRANTED.

IN WITNESS WHEREOF, I DO HEREBY SET MY HANDS THE

_____ DAY OF _____, 2016, A.D.

_____
CHARLES H. DIERS, PRESIDENT
FOR: DEER POINTE CORP., A NEBRASKA CORPORATION

ACKNOWLEDGMENT

STATE OF NEBRASKA)
SS
COUNTY OF DODGE)

ON THIS _____ DAY OF _____, A.D. 2016, BEFORE ME, A GENERAL NOTARY PUBLIC, PERSONALLY APPEARED CHARLES H. DIERS, PRESIDENT OF DEER POINTE CORP., A NEBRASKA CORPORATION, WHO IS KNOWN TO ME TO BE THE IDENTICAL PERSON WHOSE NAME APPEARS ON THE FOREGOING DEDICATION, AND WHO HEREBY ACKNOWLEDGES THE SIGNING OF SAID INSTRUMENT TO BE HIS VOLUNTARY ACT AND DEED.

WITNESS MY HAND AND OFFICIAL SEAL DATE LAST AFORESAID.

_____
GENERAL NOTARY PUBLIC

COMMISSION EXPIRES _____

PLANNING COMMISSION APPROVAL

ON THIS _____ DAY OF _____ A.D. 2016, THIS PLAT OF DEER POINTE FOURTH ADDITION WAS APPROVED AND ACCEPTED BY THE PLANNING COMMISSION OF THE CITY OF FREMONT, DODGE COUNTY, NEBRASKA.

_____
CHAIR

CITY COUNCIL ACCEPTANCE

ON THIS _____ DAY OF _____ A.D. 2016, THIS PLAT OF DEER POINTE FOURTH ADDITION WAS APPROVED AND ACCEPTED BY RESOLUTION OF THE CITY COUNCIL THE CITY OF FREMONT, DODGE COUNTY, NEBRASKA.

_____ _____
MAYOR CLERK

LEGEND

- LOT LINE
- UTILITY EASEMENT
- FRONT YARD SETBACK LINE (SEE NOTE 3)
- EXISTING PROPERTY LINE
- (C1) NUMBERED CURVE
- BLOCK NUMBER DEER POINT 4TH ADD.
- BLOCK NUMBER DEER POINTE 3RD ADD.
- BLOCK NUMBER DEER POINTE 1ST ADD.
- BLOCK NUMBER DIERS ADDITION ADD.
- ○ FOUND CORNER (3/4"X 24" REBAR W/PLASTIC CAP STAMPED LS 503)
- □ FOUND CORNER (5/8" REBAR)

CURVE TABLE

#	RADIUS	ARC LEN	CH LEN	CH BRG	DELTA
C1	677.50'	45.97'	45.96'	N01°57'16"W	3°53'16"
C2	677.50'	139.92'	139.67'	N09°48'54"W	11°49'59"
C3	100.00'	58.21'	57.39'	N00°56'40"E	33°21'06"
C4	60.00'	265.87'	95.91'	S70°40'31"W	253°53'23"
C5	100.00'	73.82'	72.16'	S35°07'18"E	42°17'45"
C6	622.50'	109.46'	109.32'	S08°56'10"E	10°04'31"
C7	20.00'	32.82'	29.26'	S43°06'21"W	94°00'31"

NOTES:
1. THE FOLLOWING VALUES WERE USED UNLESS OTHERWISE NOTED:
   STREET RIGHT-OF-WAY WIDTH = 55.00'
   FRONT YARD SETBACK = 25' (SEE NOTE 3)

2. ALL NEW LOT CORNERS, CHANGES IN DIRECTION AND THE BEGINNING AND ENDS OF CURVES ARE MARKED WITH 3/4" X 24" REBARS WITH PLASTIC "LS 503" CAPS.

3. MINIMUM CITY ZONING SETBACK. SEE RESTRICTIVE COVENANTS ON FILE AT THE DODGE COUNTY REGISTER OF DEEDS OFFICE FOR ADDITIONAL REQUIREMENTS.

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY AS THE UNDERSIGNED REGISTERED LAND SURVEYOR, THAT I HAVE SURVEYED THE TRACT OF LAND SHOWN AND DESCRIBED HEREON, AND THAT PERMANENT MARKERS HAVE BEEN FOUND OR WILL BE SET AS DESCRIBED HEREON, WITHIN 60 DAYS OF THE FILING OF THIS PLAT AT THE DODGE COUNTY REGISTER OF DEEDS OFFICE.

_____
STEPHEN W. DODD, LS-503

NEBRASKA REGISTERED LS-503 LAND SURVEYOR STEPHEN W. DODD

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

Staff Report

TO: Mayor and City Council

FROM: Troy Anderson, Director of Planning

DATE: August 23, 2016

SUBJECT: Replat – 3400 N Luther Rd.

Recommendation: move to approve the resolution.

Background: The agent for the owner of approximately 83.9 acres located at 3400 N Luther Rd., Olsson Associates, is requesting approval of a Replat to be known as Ritz Lake Replat 3. The reason for the request is to make boundary line adjustments.

The property is zoned MU Mixed Use. The thirty-nine (39) lots being replated include both lots previously identified for single-family development, and various "outlots" dedicated to "lake" or "open green space." The proposed forty (40) lots include boundary line adjustments to all of the aforementioned single-family residential lots and various outlots. The increase in the number of lots is simply the result of one (1) open green space lot being divided into two (2) open green space lots – no additional lots have been created for single-family residential development.

There are no specific lot dimension requirements associated with MU Mixed Use zoning only compliance with a "specific plan," including such things as a detailed site map, a development plan, specific proposed development regulations for the project, and a traffic impact analysis.

The proposed lots appear to remain consistent with previous plats and replats, front along a public right-of-way [E 34th Boulevard, E 34th Court, E 32nd Boulevard, Ritz Place, Robyn Ridge Road, and Bryan Shore Drive], and are served by all necessary utilities.

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

By a vote of 6-0, the Planning Commission recommended approval of the Zoning Change at its regularly scheduled meeting August 15, 2016.

Fiscal Impact: N/A

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF FREMONT, NEBRASKA, APPROVING THE REQUEST TO PLAT APPROXIMATELY 83.9 ACRES, LOCATED AT 3400 NORTH LUTHER ROAD, TO BE KNOWN AS RITZ LAKE REPLAT 3.

WHEREAS, the owners of approximately 83.9 acres, generally described as Outlots "A," "G," and "I," Lots 1 through 4, Block 3, Lot 15, Block 4, Lots 19 through 21, Block 4, Lot 30, Block 4, Lots 39 through 45, Block 4, and Lots 47 through 50, Block 4, Ritz Lake Addition, Lots 31 through 36, Block 4, Ritz Lake Replat 1, and Lots 6 through 14, Block 4, Ritz Lake Replat 2, all located in the Northwest Quarter of Section 7, Township 17 North, Range 9 East of the 6th P.M., Dodge County, Nebraska, wishes to subdivide said lots or tracts; and

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

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

WHEREAS, the Planning Commission heard the request for approval of the Final Plat on August 15, 2016, at which time the Commission unanimously recommended in favor of the request;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FREMONT, NEBRASKA, AS FOLLOWS: That the City of Fremont does hereby approve the Final Plat of approximately 83.9 acres to be known as Ritz Lake Replat 3, Dodge County, Nebraska, said plat being attached hereto and incorporated herein as Exhibit A.

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

_____

Scott Getzschman, Mayor

ATTEST:

_____

Tyler Ficken, City Clerk

Exhibit A1

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE MADE A GROUND SURVEY OF THE SUBDIVISION DESCRIBED HEREIN AND THAT PERMANENT MONUMENTS HAVE BEEN PLACED AT ALL CORNERS OF LOTS, ANGLE POINTS AND ENDS OF CURVES IN RITZ LAKE REPLAT 3 OF OUTLOT'S "A", "G" AND "I", LOTS 1 THROUGH 4, BLOCK 3, LOT 15, BLOCK 4, LOTS 19 THROUGH 21, BLOCK 4, LOT 30, BLOCK 4, LOTS 39 THROUGH 45, BLOCK 4, AND LOTS 47 THROUGH 50, BLOCK 4, RITZ LAKE ADDITION, LOTS 31 THROUGH 36, BLOCK 4, RITZ LAKE REPLAT 1, AND LOTS 6 THROUGH 14, BLOCK 4, RITZ LAKE REPLAT 2 (LOTS NUMBERED AS SHOWN), A SUBDIVISION LOCATED IN THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 17 NORTH, RANGE 9 EAST OF THE 6TH P.M., DODGE COUNTY, NEBRASKA.

DATE

MICHAEL R. JOHNSON
601 P STREET
SUITE 200
LINCOLN, NE 68508

LS NUMBER

NEBRASKA REGISTERED LS-526 LAND SURVEYOR MICHAEL R. JOHNSON

LEGAL DESCRIPTION
PARCEL 1

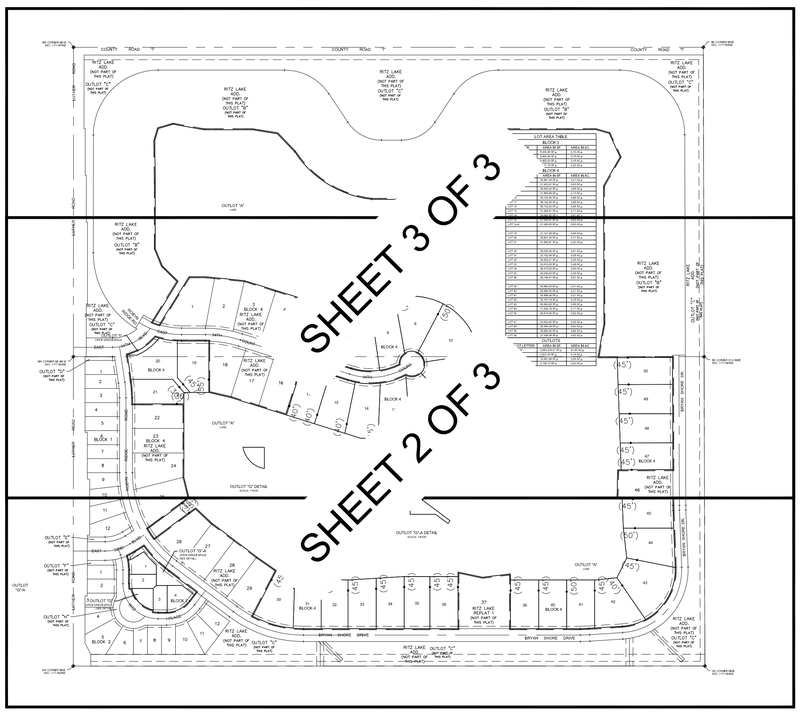
A TRACT OF LAND COMPOSED OF OUTLOT "G", AND LOTS 1 THROUGH 4, BLOCK 3, RITZ LAKE ADDITION, ALL LOCATED IN THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 17 NORTH, RANGE 9 EAST OF THE 6TH P.M., DODGE COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST EASTERN CORNER OF OUTLOT "G", RITZ LAKE ADDITION, SAID POINT BEING ON A SOUTHWEST RIGHT-OF-WAY LINE OF BRYAN SHORE DRIVE, SAID POINT ALSO BEING NORTH CORNER OF OUTLOT "H", RITZ LAKE ADDITION, SAID POINT BEING **THE TRUE POINT OF BEGINNING**; THENCE SOUTHWESTERLY ON A SOUTHEAST LINE OF SAID OUTLOT "G", ON AN ASSUMED BEARING OF S36°55'07"W, A DISTANCE OF 48.19' TO A POINT OF CURVATURE FOR A CURVE IN A CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 53°04'33", A RADIUS OF 122.50', AN ARC LENGTH OF 113.48' ON A SOUTHEAST LINE OF SAID OUTLOT "G", AND ON A SOUTH LINE OF LOTS 4 AND 3, BLOCK 3, RITZ LAKE ADDITION, A CHORD LENGTH OF 109.46', A TANGENT LENGTH OF 61.18', AND A CHORD BEARING OF S63°27'24"W, TO A POINT; THENCE S89°59'40"W, ON A SOUTH LINE OF SAID LOT 3, A DISTANCE OF 36.82' TO A POINT OF CURVATURE FOR A CURVE IN A CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 09°39'06", A RADIUS OF 122.50', AN ARC LENGTH OF 20.64' ON A SOUTH LINE OF SAID LOT 3, A CHORD LENGTH OF 20.61', A TANGENT LENGTH OF 10.34', AND A CHORD BEARING OF N85°10'47"W, TO THE SOUTHWEST CORNER OF SAID LOT 3; THENCE N00°00'20"W, ON THE WEST LINE OF SAID LOT 3, A DISTANCE OF 8.63' TO A SOUTH CORNER OF SAID OUTLOT "G", SAID POINT BEING A POINT OF CURVATURE FOR A NON-TANGENT CURVE IN A CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 69°16'37", A RADIUS OF 114.00', AN ARC LENGTH OF 137.84' ON A SOUTHWEST LINE OF SAID OUTLOT "G", A CHORD LENGTH OF 129.59', A TANGENT LENGTH OF 78.76', AND A CHORD BEARING OF N44°59'16"W TO A WEST CORNER OF SAID OUTLOT "G", SAID POINT BEING ON A SOUTH LINE OF LOT 2, BLOCK 3, RITZ LAKE ADDITION; THENCE N89°58'13"W, ON THE SOUTH LINE OF SAID LOT 2, A DISTANCE OF 8.63' TO THE SOUTHWEST CORNER OF SAID OUTLOT "G", SAID POINT BEING A POINT OF CURVATURE FOR A NON-TANGENT CURVE IN A CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 09°39'06", A RADIUS OF 122.50', AN ARC LENGTH OF 20.64' ON A WEST LINE OF SAID LOT 2, A CHORD LENGTH OF 20.61', A TANGENT LENGTH OF 10.34', AND A CHORD BEARING OF N04°47'46"W TO A POINT; THENCE N00°01'47"E, ON A WEST LINE OF SAID LOT 2, AND ON A WEST LINE OF LOT 1, BLOCK 3, RITZ LAKE ADDITION, A DISTANCE OF 58.88' TO A POINT CURVATURE FOR A CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 15°25'10", A RADIUS OF 227.50', AN ARC LENGTH OF 61.22' ON A WEST LINE OF SAID LOT 1, AND ON A WEST LINE OF SAID OUTLOT "G", A CHORD LENGTH OF 61.04', A TANGENT LENGTH OF 30.80', AND A CHORD BEARING OF N07°40'48"W, TO THE NORTHWEST CORNER OF SAID OUTLOT "G", SAID POINT BEING A NORTH CORNER OF SAID OUTLOT "H", SAID POINT BEING ON A SOUTHEAST RIGHT-OF-WAY LINE OF EAST 32ND BOULEVARD, SAID POINT BEING A POINT OF CURVATURE FOR A NON-TANGENT CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 08°46'29", A RADIUS OF 240.00', AN ARC LENGTH OF 36.76' ON A NORTHWEST LINE OF SAID OUTLOT "G", SAID LINE BEING A SOUTHEAST LINE OF SAID RIGHT-OF-WAY, A CHORD LENGTH OF 36.72', A TANGENT LENGTH OF 18.41', AND A CHORD BEARING OF N62°08'35"E TO A POINT; THENCE N57°45'21"E, ON A NORTHWEST LINE OF SAID OUTLOT "G", SAID LINE BEING A SOUTHEAST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 44.69' TO A THE MOST NORTHERN CORNER OF SAID OUTLOT "G", SAID POINT BEING ON A SOUTHWEST RIGHT-OF-WAY LINE OF BRYAN SHORE DRIVE, SAID POINT BEING A POINT OF CURVATURE FOR A NON-TANGENT CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 16°29'17", A RADIUS OF 527.50', AN ARC LENGTH OF 151.80' ON A NORTHEAST LINE OF SAID OUTLOT "G", SAID LINE BEING A SOUTHWEST LINE OF SAID RIGHT-OF-WAY, A CHORD LENGTH OF 151.28', A TANGENT LENGTH OF 76.43', AND A CHORD BEARING OF S44°50'14"E TO A POINT; THENCE S53°04'53"E, ON A NORTHEAD LINE OF SAID OUTLOT "G", SAID LINE BEING A SOUTHWEST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 146.85' TO THE POINT OF BEGINNING, SAID TRACT CONTAINS A CALCULATED AREA 48,039.82 SQUARE FEET OR 1.10 ACRES, MORE OR LESS.

LEGAL DESCRIPTION
PARCEL 2

A TRACT OF LAND COMPOSED OF OUTLOTS "A" AND "I", LOT 15, BLOCK 4, LOTS 19 THROUGH 21, BLOCK 4, LOT 30, BLOCK 4, LOTS 39 THROUGH 45, BLOCK 4, AND LOTS 47 THROUGH 50, BLOCK 4, RITZ LAKE ADDITION, LOTS 31 THROUGH 36, BLOCK 4, RITZ LAKE REPLAT 1, AND LOTS 6 THROUGH 14, BLOCK 4, RITZ LAKE REPLAT 2, ALL LOCATED IN THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 17 NORTH, RANGE 9 EAST OF THE 6TH P.M., DODGE COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 30, BLOCK 4, RITZ LAKE ADDITION, SAID POINT BEING THE SOUTHEAST CORNER OF LOT 29, BLOCK 4, RITZ LAKE ADDITION, SAID POINT BEING ON A NORTH RIGHT-OF-WAY LINE OF BRYAN SHORE DRIVE, SAID POINT BEING **THE TRUE POINT OF BEGINNING**; THENCE NORTHERLY ON THE WEST LINE OF SAID LOT 30, ON AN ASSUMED BEARING OF N27°26'37"E, A DISTANCE OF 220.00' TO THE NORTHEAST CORNER OF SAID LOT 30, SAID POINT BEING A SOUTH CORNER OF OUTLOT "A", RITZ LAKE ADDITION; THENCE N55°01'26"W, ON A SOUTHWEST LINE OF SAID OUTLOT "A", A DISTANCE OF 101.63' TO A POINT; THENCE N53°04'53"W, ON A SOUTHWEST LINE OF SAID OUTLOT "A", A DISTANCE OF 240.00' TO A POINT; THENCE N46°54'33"W, ON A SOUTHWEST LINE OF SAID OUTLOT "A", A DISTANCE OF 96.58' TO A THE MOST NORTHERN CORNER OF LOT 26, BLOCK 4, RITZ LAKE ADDITION; THENCE S53°24'25"W, ON A SOUTHEAST LINE OF SAID OUTLOT "A", SAID LINE BEING A NORTHWEST LINE OF SAID LOT 26, A DISTANCE OF 220.00' TO THE MOST WESTERN CORNER OF SAID LOT 26, SAID POINT BEING ON A NORTHEAST RIGHT-OF-WAY LINE OF BRYAN SHORE DRIVE, SAID POINT BEING A POINT OF CURVATURE FOR A NON-TANGENT CURVE IN A CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 06°04'28", A RADIUS OF 472.50', AN ARC LENGTH OF 50.09' ON A SOUTHWEST LINE OF SAID OUTLOT "A", SAID LINE BEING A NORTHEAST LINE OF SAID RIGHT-OF-WAY, A CHORD LENGTH OF 50.07', A TANGENT LENGTH OF 25.07', AND A CHORD BEARING OF N33°33'21"W TO THE SOUTHWEST CORNER OF LOT 25, BLOCK 4, RITZ LAKE ADDITION; THENCE N53°24'25"E, ON A NORTHWEST LINE OF SAID OUTLOT "A", SAID LINE BEING A SOUTHEAST LINE OF SAID LOT 25, A DISTANCE OF 220.00' TO THE SOUTHEAST CORNER OF SAID LOT 25, SAID POINT BEING A WEST CORNER OF SAID OUTLOT "A"; THENCE N13°50'16"W, ON A WEST LINE OF SAID OUTLOT "A", A DISTANCE OF 92.39' TO A POINT; THENCE N00°00'23"E, ON A WEST LINE OF SAID OUTLOT "A", A DISTANCE OF 313.51' TO THE SOUTHEAST CORNER OF LOT 21, BLOCK 4, RITZ LAKE ADDITION, SAID POINT BEING THE NORTHEAST CORNER OF LOT 22, BLOCK 4, RITZ LAKE ADDITION; THENCE N89°59'37"W, ON THE SOUTH LINE OF SAID LOT 21, A DISTANCE OF 220.00' TO THE SOUTHWEST CORNER OF SAID LOT 21, SAID POINT BEING ON A EAST RIGHT-OF-WAY LINE OF ROBYN RIDGE ROAD; THENCE N00°00'23"E, ON A WEST LINE OF SAID LOT 21, SAID LINE BEING A EAST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 26.11' TO A POINT OF CURVATURE FOR A CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 08°31'13", A RADIUS OF 477.50', AN ARC LENGTH OF 71.01' ON A WEST LINE OF SAID LOT 21, SAID LINE BEING A EAST LINE OF SAID RIGHT-OF-WAY, A CHORD LENGTH OF 70.94', A TANGENT LENGTH OF 35.57', AND A CHORD BEARING OF N04°15'13"W, TO A POINT; THENCE N08°30'50"W, ON A WEST LINE OF SAID LOT 21, AND ON THE WEST LINE OF LOT 20, BLOCK 4, RITZ LAKE ADDITION, A DISTANCE OF 114.74' TO A THE NORTHWEST CORNER OF SAID LOT 20, SAID POINT BEING THE WEST CORNER OF OUTLOT "I", RITZ LAKE ADDITION, SAID POINT ALSO BEING ON THE SOUTHEAST RIGHT-OF-WAY LINE OF EAST 34TH BOULEVARD, SAID POINT BEING A POINT OF CURVATURE FOR A NON-TANGENT CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 34°21'46", A RADIUS OF 240.00', AN ARC LENGTH OF 143.94' ON A NORTHWEST LINE OF SAID OUTLOT "I", SAID LINE BEING A SOUTHEAST LINE OF SAID RIGHT-OF-WAY, A CHORD LENGTH OF 141.79', A TANGENT LENGTH OF 74.21', AND A CHORD BEARING OF N57°43'31"E TO THE NORTHWEST CORNER OF SAID OUTLOT "I", SAID POINT BEING ON A SOUTH RIGHT-OF-WAY LINE OF EAST 34TH COURT, SAID POINT BEING A POINT OF CURVATURE FOR A NON-TANGENT CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 17°19'28", A RADIUS OF 377.50', AN ARC LENGTH OF 114.14' ON THE NORTH LINE OF SAID OUTLOT "I", AND ON A NORTH LINE OF LOT 19, BLOCK 4, RITZ LAKE ADDITION, SAID LINE BEING A SOUTH LINE OF SAID RIGHT-OF-WAY, A CHORD LENGTH OF 113.71', A TANGENT LENGTH OF 57.51', AND A CHORD BEARING OF S81°20'25"E TO A POINT; THENCE N89°59'51"E, ON A NORTH LINE OF SAID LOT 19, SAID LINE BEING A SOUTH LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 102.26' TO A POINT OF CURVATURE FOR A CURVE IN A CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 01°41'48", A RADIUS OF 472.50', AN ARC LENGTH OF 13.99' ON A NORTH LINE OF SAID LOT 19, SAID LINE BEING A SOUTH LINE OF SAID RIGHT-OF-WAY, A CHORD LENGTH OF 13.99', A TANGENT LENGTH OF 7.00', AND A CHORD BEARING OF S89°09'15"E, TO THE NORTHEAST CORNER OF SAID LOT 19, SAID POINT BEING THE NORTHWEST CORNER OF LOT 18, BLOCK 4, RITZ LAKE ADDITION; THENCE S00°00'05"E, ON THE EAST LINE OF SAID LOT 19, A DISTANCE OF 219.79' TO THE SOUTHEAST CORNER OF SAID LOT 19, SAID POINT BEING A NORTH CORNER OF SAID OUTLOT "A"; THENCE S76°58'40"E, ON A NORTH LINE OF SAID OUTLOT "A", A DISTANCE OF 96.61' TO A POINT; THENCE S72°35'59"E, ON A NORTH LINE OF SAID OUTLOT "A", A DISTANCE OF 250.00' TO THE SOUTHWEST CORNER OF LOT 15, BLOCK 4, RITZ LAKE ADDITION, SAID POINT BEING THE SOUTHEAST CORNER OF LOT 16, BLOCK 4, RITZ LAKE ADDITION; THENCE N17°24'01"E, ON THE WEST LINE OF SAID LOT 15, A DISTANCE OF 220.00' TO THE NORTHWEST CORNER OF SAID LOT 15, SAID POINT BEING THE NORTHEAST CORNER OF SAID LOT 16, SAID POINT BEING ON A SOUTH RIGHT-OF-WAY LINE OF EAST 34TH COURT; THENCE S72°35'59"E, ON A SOUTH LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 205.63' TO A POINT OF CURVATURE FOR A CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 44°45'09", A RADIUS OF 327.50', AN ARC LENGTH OF 255.80' ON A SOUTH LINE OF SAID RIGHT-OF-WAY, A CHORD LENGTH OF 249.35', A TANGENT LENGTH OF 134.83', AND A CHORD BEARING OF N85°01'26"E, TO A POINT OF CURVATURE FOR A NON-TANGENT CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 299°47'24", A RADIUS OF 55.00', AN ARC LENGTH OF 287.78' ON A EAST LINE OF SAID RIGHT-OF-WAY, A CHORD LENGTH OF 55.17', A TANGENT LENGTH OF 31.89', AND A CHORD BEARING OF N31°30'33"W TO A POINT OF CURVATURE FOR A NON-TANGENT CURVE IN A CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 43°54'41", A RADIUS OF 272.50', AN ARC LENGTH OF 208.84' ON A NORTH LINE OF SAID RIGHT-OF-WAY, A CHORD LENGTH OF 203.77', A TANGENT LENGTH OF 109.85', AND A CHORD BEARING OF S85°26'40"W TO A POINT; THENCE N72°35'59"W, ON A NORTH LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 158.42' TO THE SOUTHWEST CORNER OF LOT 6, BLOCK 4, RITZ LAKE REPLAT 2, SAID POINT BEING THE SOUTHEAST CORNER OF LOT 5, BLOCK 4, RITZ LAKE ADDITION; THENCE N17°24'01"E, ON THE WEST LINE OF SAID LOT 6, A DISTANCE OF 220.00' TO THE NORTHWEST CORNER OF SAID LOT 6, SAID POINT BEING THE NORTHEAST CORNER OF SAID LOT 5, SAID POINT BEING A SOUTH CORNER OF SAID OUTLOT "A"; THENCE N72°35'59"W, ON A SOUTH LINE OF SAID OUTLOT "A", A DISTANCE OF 250.00' TO A POINT; THENCE N72°45'09"W, ON A SOUTH LINE OF SAID OUTLOT "A", A DISTANCE OF 140.97' TO A POINT; THENCE N84°15'43"W, ON A SOUTH LINE OF SAID OUTLOT "A", A DISTANCE OF 167.40' TO A POINT; THENCE S89°59'56"W, ON A SOUTH LINE OF SAID OUTLOT "A", A DISTANCE OF 70.08' TO THE NORTHWEST CORNER OF LOT 1, BLOCK 4, RITZ LAKE ADDITION; THENCE S31°46'44"W, ON A WEST LINE OF SAID LOT 1, SAID LINE BEING A EAST LINE OF SAID OUTLOT "A", A DISTANCE OF 241.90' TO THE SOUTHWEST CORNER OF SAID LOT 1, SAID POINT BEING ON A NORTH RIGHT-OF-WAY LINE OF EAST 34TH COURT, SAID A POINT BEING A POINT OF CURVATURE FOR A NON-TANGENT CURVE IN A CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 05°26'55", A RADIUS OF 322.50', AN ARC LENGTH OF 30.67' ON A SOUTH LINE OF SAID OUTLOT "A", SAID LINE BEING A NORTH LINE OF SAID RIGHT-OF-WAY, AND ON A NORTH RIGHT-OF-WAY LINE OF ROBYN RIDGE ROAD, A CHORD LENGTH OF 30.66', A TANGENT LENGTH OF 15.35', AND A CHORD BEARING OF N70°06'23"W TO AN EAST CORNER OF OUTLOT "B", RITZ LAKE ADDITION, SAID POINT BEING A WEST CORNER OF SAID OUTLOT "A"; THENCE N31°46'44"E, ON A WEST LINE OF SAID OUTLOT "A", A DISTANCE OF 207.00' TO A WEST CORNER OF SAID OUTLOT "A", SAID POINT BEING A EAST CORNER OF SAID OUTLOT "B"; THENCE N45°39'06"W, ON A SOUTHWEST LINE OF SAID OUTLOT "A", A DISTANCE OF 93.99' TO A POINT; THENCE N22°16'17"W, ON A WEST LINE OF SAID OUTLOT "A", A DISTANCE OF 79.85' TO A POINT; THENCE N00°01'36"E, ON A WEST LINE OF SAID OUTLOT "A", A DISTANCE OF 280.00' TO A POINT; THENCE N00°50'14"W, ON A WEST LINE OF SAID OUTLOT "A", A DISTANCE OF 181.10' TO A POINT; THENCE N16°23'40"E, ON A WEST LINE OF SAID OUTLOT "A", A DISTANCE OF 55.19' TO A POINT; THENCE N74°09'12"E, ON A NORTH LINE OF SAID OUTLOT "A", A DISTANCE OF 66.51' TO A POINT; THENCE S79°54'16"E, ON A NORTH LINE OF SAID OUTLOT "A", A DISTANCE OF 132.62' TO A POINT; THENCE N89°59'47"E, ON A NORTH LINE OF SAID OUTLOT "A", A DISTANCE OF 207.63' TO A POINT; THENCE S80°47'56"E, ON A NORTH LINE OF SAID OUTLOT "A", A DISTANCE OF 108.41' TO A POINT; THENCE S43°58'53"E, ON A NORTHEAST LINE OF SAID OUTLOT "A", A DISTANCE OF 107.21' TO A POINT OF CURVATURE FOR A NON-TANGENT CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 50°21'55", A RADIUS OF 454.78', AN ARC LENGTH OF 399.77' ON A NORTHEAST LINE OF SAID OUTLOT "A", A CHORD LENGTH OF 387.02', A TANGENT LENGTH OF 213.83', AND A CHORD BEARING OF S58°16'53"E TO A POINT; THENCE N90°00'00"E, ON A NORTH LINE OF SAID OUTLOT "A", A DISTANCE OF 168.71' TO A POINT OF CURVATURE FOR A NON-TANGENT CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 51°08'27", A RADIUS OF 424.64', AN ARC LENGTH OF 379.02' ON A NORTHWEST LINE OF SAID OUTLOT "A", A CHORD LENGTH OF 366.56', A TANGENT LENGTH OF 203.18', AND A CHORD BEARING OF N59°09'49"E TO A POINT; THENCE N41°32'57"E, ON A NORTHWEST LINE OF SAID OUTLOT "A", A DISTANCE OF 147.15' TO A POINT; THENCE N89°59'47"E, ON A NORTH LINE OF SAID OUTLOT "A", A DISTANCE OF 378.65' TO A POINT; THENCE S74°10'09"E, ON A NORTH LINE OF SAID OUTLOT "A", A DISTANCE OF 58.75' TO A POINT; THENCE S24°43'34"E, ON A EAST LINE OF SAID OUTLOT "A", A DISTANCE OF 111.35' TO A POINT; THENCE S29°45'27"W, ON A EAST LINE OF SAID OUTLOT "A", A DISTANCE OF 142.37' TO A POINT; THENCE S00°09'19"E, ON A EAST LINE OF SAID OUTLOT "A", A DISTANCE OF 590.00' TO A POINT; THENCE S10°00'37"W, ON A EAST LINE OF SAID OUTLOT "A", A DISTANCE OF 147.31' TO A POINT, SAID POINT BEING A WEST CORNER OF SAID OUTLOT "B"; THENCE N89°50'41"E, ON A NORTH LINE OF SAID OUTLOT "A", AND ON THE NORTH LINE OF LOT 50, BLOCK 4, RITZ LAKE ADDITION, SAID LINE BEING A SOUTH LINE OF SAID OUTLOT "B", A DISTANCE OF 319.00' TO THE NORTHEAST CORNER OF SAID LOT 50, SAID POINT BEING ON THE WEST RIGHT-OF-WAY LINE OF BRYAN SHORE DRIVE; THENCE S00°09'19"E, ON A WEST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 480.00' TO THE SOUTHEAST CORNER OF LOT 47, BLOCK 4, RITZ LAKE ADDITION, SAID POINT BEING THE NORTHEAST CORNER OF LOT 46, BLOCK 4, RITZ LAKE ADDITION; THENCE S89°50'41"W, ON THE SOUTH LINE OF SAID LOT 47, SAID LINE BEING THE NORTH LINE OF SAID LOT 46, A DISTANCE OF 236.00' TO THE SOUTHWEST CORNER OF SAID LOT 47, SAID POINT BEING THE NORTHWEST CORNER OF SAID LOT 46, SAID POINT BEING ON A EAST LINE OF SAID OUTLOT "A"; THENCE S01°13'10"W, ON A EAST LINE OF SAID OUTLOT "A", SAID LINE BEING THE WEST LINE OF SAID LOT 46, A DISTANCE OF 125.04' TO THE SOUTHWEST CORNER OF SAID LOT 46, SAID POINT BEING THE NORTHWEST CORNER OF LOT 45, BLOCK 4, RITZ LAKE ADDITION; THENCE N89°50'41"E, ON THE SOUTH LINE OF SAID LOT 46, SAID LINE BEING THE NORTH LINE OF SAID LOT 45, A DISTANCE OF 239.00' TO THE SOUTHEAST CORNER OF SAID LOT 46, SAID POINT BEING THE NORTHEAST CORNER OF SAID LOT 45, SAID POINT BEING ON A WEST RIGHT-OF-WAY LINE OF BRYAN SHORE DRIVE; THENCE S00°09'19"E, ON A WEST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 27.42' TO A POINT OF CURVATURE FOR A CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 02°04'02", A RADIUS OF 607.50', AN ARC LENGTH OF 21.92' ON A WEST LINE OF SAID RIGHT-OF-WAY, A CHORD LENGTH OF 21.92', A TANGENT LENGTH OF 10.96', AND A CHORD BEARING OF S01°11'20"E, TO A POINT; THENCE S02°13'22"E, ON A WEST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 244.18' TO A POINT OF CURVATURE FOR A CURVE IN A CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 88°32'35", A RADIUS OF 242.50', AN ARC LENGTH OF 374.75' ON A NORTHWEST LINE OF SAID RIGHT-OF-WAY, A CHORD LENGTH OF 338.56', A TANGENT LENGTH OF 236.41', AND A CHORD BEARING OF S42°02'56"W, TO A POINT; THENCE S86°19'13"W, ON A NORTH LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 141.71' TO A POINT OF CURVATURE FOR A CURVE IN A CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 03°40'27", A RADIUS OF 592.50', AN ARC LENGTH OF 38.00' ON A NORTH LINE OF SAID RIGHT-OF-WAY, A CHORD LENGTH OF 37.99', A TANGENT LENGTH OF 19.00', AND A CHORD BEARING OF S88°09'27"W, TO A POINT; THENCE S89°59'40"W, ON A NORTH LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 298.45' TO THE SOUTHWEST CORNER OF LOT 39, BLOCK 4, RITZ LAKE ADDITION, SAID POINT BEING THE SOUTHEAST CORNER OF LOT 37, BLOCK 4, RITZ LAKE REPLAT 1; THENCE N00°00'20"W, ON A WEST LINE OF SAID LOT 39, SAID LINE BEING THE EAST LINE OF SAID LOT 37, A DISTANCE OF 234.00' TO THE NORTHWEST CORNER OF SAID LOT 39, SAID POINT BEING THE NORTHEAST CORNER OF SAID LOT 37, SAID POINT BEING A SOUTH CORNER OF SAID OUTLOT "A"; THENCE S83°20'24"W, ON A NORTH LINE OF SAID LOT 37, SAID LINE BEING A SOUTH LINE OF SAID OUTLOT "A", A DISTANCE OF 120.81' TO A POINT; THENCE N78°14'14"W, ON A NORTH LINE OF SAID LOT 37, SAID LINE BEING A SOUTH LINE OF SAID OUTLOT "A", A DISTANCE OF 107.25' TO THE NORTHWEST CORNER OF SAID LOT 37, SAID POINT BEING THE NORTH EAST CORNER OF LOT 36, BLOCK 4, RITZ LAKE REPLAT 1; THENCE S00°00'20"E, ON THE WEST LINE OF SAID LOT 37, SAID LINE BEING THE EAST LINE OF SAID LOT 36, A DISTANCE OF 241.88' TO THE SOUTHWEST CORNER OF SAID LOT 37, SAID POINT BEING THE SOUTHEAST CORNER OF SAID LOT 36, SAID POINT BEING ON A NORTH RIGHT-OF-WAY LINE OF BRYAN SHORE DRIVE; THENCE S89°59'40"W, ON A NORTH LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 660.82' TO A POINT OF CURVATURE FOR A CURVE IN A CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 27°26'56", A RADIUS OF 472.50', AN ARC LENGTH OF 226.36' ON A NORTH LINE OF SAID RIGHT-OF-WAY, A CHORD LENGTH OF 224.20', A TANGENT LENGTH OF 115.40', AND A CHORD BEARING OF N76°16'52"W, TO THE POINT OF BEGINNING, SAID TRACT CONTAINS A CALCULATED AREA 3,606,345.59 SQUARE FEET OR 82.79 ACRES, MORE OR LESS.



VICINITY MAP

N

NOT TO SCALE

INDEX OF SHEETS:

SHEET 1 OF 3: COVER SHEET, VICINITY MAP, LEGAL DESCRIPTION, SURVEYOR'S CERTIFICATE, DEDICATION, ACKNOWLEDGMENT OF NOTARY, CITY OF FREMONT PLANNING COMMISSION APPROVAL, FREMONT CITY COUNCIL APPROVAL.

SHEET 2 OF 3: FINAL PLAT DRAWING, CURVE DATA, OUTLOTS AND EASEMENT DETAILS.

SHEET 3 OF 3: FINAL PLAT DRAWING, LOT AREA TABLE.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS: THAT THE RITZ LAKE, LLC., A NEBRASKA LIMITED LIABILITY COMPANY, BEING THE OWNER AND PROPRIETOR OF THE PROPERTY DESCRIBED WITHIN THE LEGAL DESCRIPTION AND EMBRACED WITHIN THIS PLAT, HAS CAUSED SAID LAND TO BE PLATTED INTO THIRTY SIX (36) LOTS AND FOUR (4) OUTLOT'S, TO BE NAMED AND NUMBERED AS SHOWN, SAID PLAT TO BE HEREAFTER KNOWN AS RITZ LAKE REPLAT 3 OF OUTLOTS "A", "G" AND "I", LOTS 1 THROUGH 4, BLOCK 3, LOT 15, BLOCK 4, LOTS 19 THROUGH 21, BLOCK 4, LOT 30, BLOCK 4, LOTS 39 THROUGH 45, BLOCK 4, AND LOTS 47 THROUGH 50, BLOCK 4, RITZ LAKE ADDITION, LOTS 31 THROUGH 36, BLOCK 4, RITZ LAKE REPLAT 1, AND LOTS 6 THROUGH 14, BLOCK 4, RITZ LAKE REPLAT 2. SAID OWNER HEREBY RATIFIES AND APPROVES OF THE DISPOSITION OF THEIR PROPERTY, AS SHOWN ON THIS PLAT. SAID OWNER GRANTS UTILITY EASEMENTS AT THE LOCATIONS AND WIDTHS SHOWN ON THIS PLAT. WE DO ALSO GRANT EASEMENTS TO THE CITY OF FREMONT. SAID EASEMENTS ARE RESERVED FOR THE USE OF PUBLIC UTILITIES, AND ARE SUBJECT TO THE PARAMOUNT RIGHT OF THE PUBLIC UTILITY TO INSTALL, REPAIR, REPLACE AND MAINTAIN ITS INSTALLATIONS.

THE RITZ LAKE, LLC., A NEBRASKA LIMITED LIABILITY COMPANY

_____
KENT DOUGLAS RITTHALER
MANAGING MEMBER

ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA }
} SS
DODGE COUNTY }

ON THIS THIS _____DAY OF _____, 20___, THE UNDERSIGNED, A NOTARY PUBLIC, PERSONALLY CAME KENT DOUGLAS RITTHALER, MANAGING MEMBER, THE RITZ LAKE, LLC., A NEBRASKA LIMITED LIABILITY COMPANY.

_____
NOTARY PUBLIC

FREMONT CITY COUNCIL APPROVAL

THIS PLAT AND DEDICATION SHOWN ON THIS PLAT ARE HEREBY ACCEPTED BY THE FREMONT CITY COUNCIL, DODGE COUNTY, NEBRASKA.

THIS _____ DAY OF _____, 20___.

_____ _____
SCOTT GETZSCHMAN, MAYOR KIMBERLY VOLK, CITY CLERK

PLANNING COMMISSION APPROVAL

THIS PLAT OF RITZ LAKE REPLAT 3 OF OUTLOT'S "A", "G" AND "I", LOTS 1 THROUGH 4, BLOCK 3, LOT 15, BLOCK 4, LOTS 19 THROUGH 21, BLOCK 4, LOT 30, BLOCK 4, LOTS 39 THROUGH 45, BLOCK 4, AND LOTS 47 THROUGH 50, BLOCK 4, RITZ LAKE ADDITION, LOTS 31 THROUGH 36, BLOCK 4, RITZ LAKE REPLAT 1, AND LOTS 6 THROUGH 14, BLOCK 4, RITZ LAKE REPLAT 2, WAS APPROVED BY THE FREMONT CITY PLANNING COMMISSION.

_____ _____
CITY PLANNING DIRECTOR DATE

OLSSON ASSOCIATES
1111 Lincoln Mall, Suite 111
P.O. Box 84608
Lincoln, NE 68501-4608
TEL 402.474.6311
FAX 402.474.5160
www.olssonassociates.com

REV. NO.	DATE	REVISIONS DESCRIPTION

REVISIONS

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FREMONT, NEBRASKA

2016

drawn by:	MRJ
checked by:	BM
approved by:	BM
QA/QC by:	BM
project no.:	006-0565
drawing no.:	ABC.DWG
date:	JULY 6TH, 2016

SHEET 1 of 3

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DATE: Jul 07, 2016 11:17am XREFS: MICHAEL_JOHNSON_LS_NE 006-0565_FPRLDA

Exhibit A2

LEGEND:

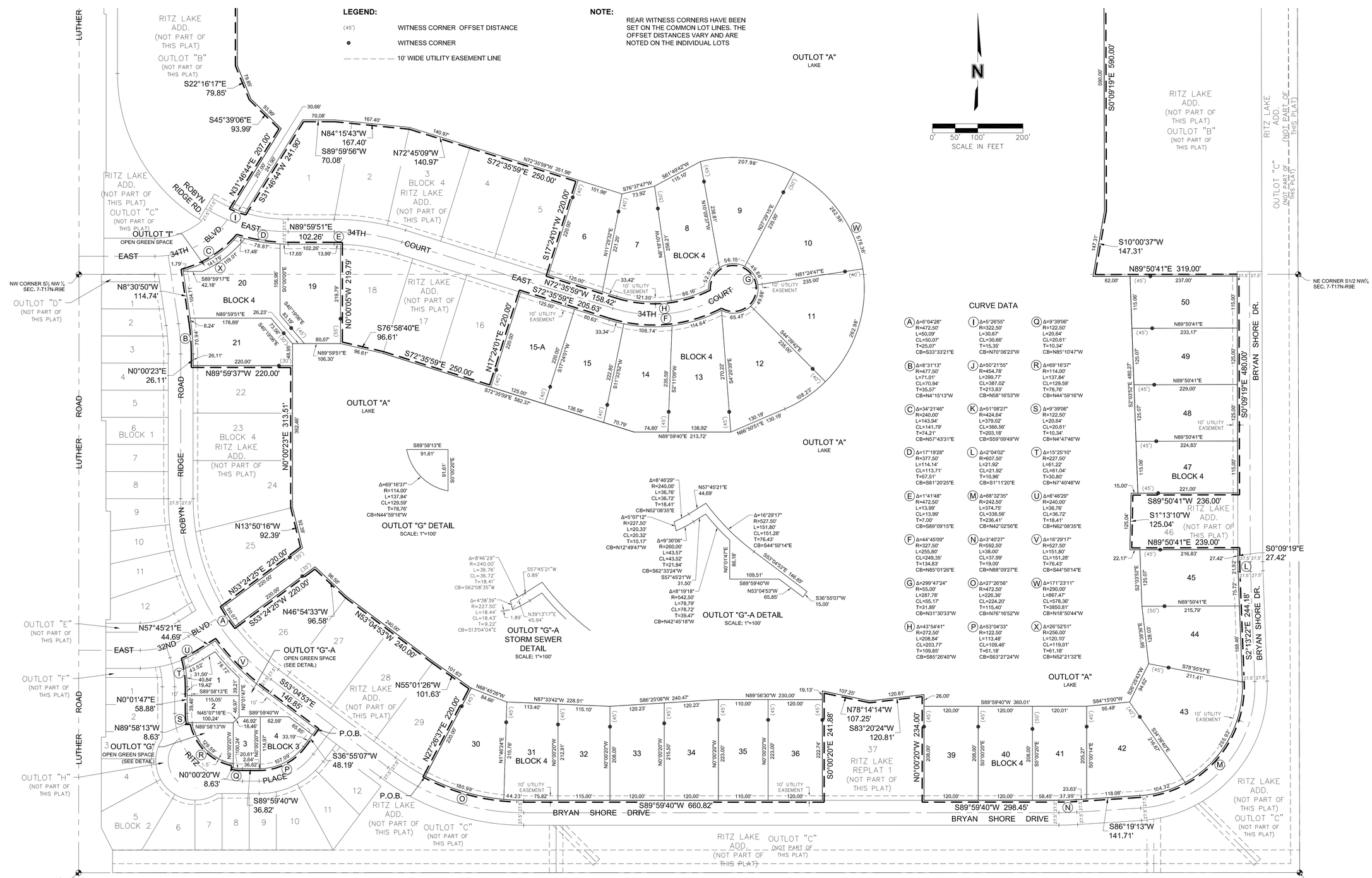
(45') WITNESS CORNER OFFSET DISTANCE

● WITNESS CORNER

— — — — 10' WIDE UTILITY EASEMENT LINE

NOTE:

REAR WITNESS CORNERS HAVE BEEN SET ON THE COMMON LOT LINES. THE OFFSET DISTANCES VARY AND ARE NOTED ON THE INDIVIDUAL LOTS



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FREMONT, NEBRASKA

2016

drawn by:	MRJ
checked by:	BM
approved by:	BM
QA/QC by:	BM
project no.:	006-0565
drawing no.:	ABC.DWG
date:	JULY 6TH, 2016

SHEET 2 of 3

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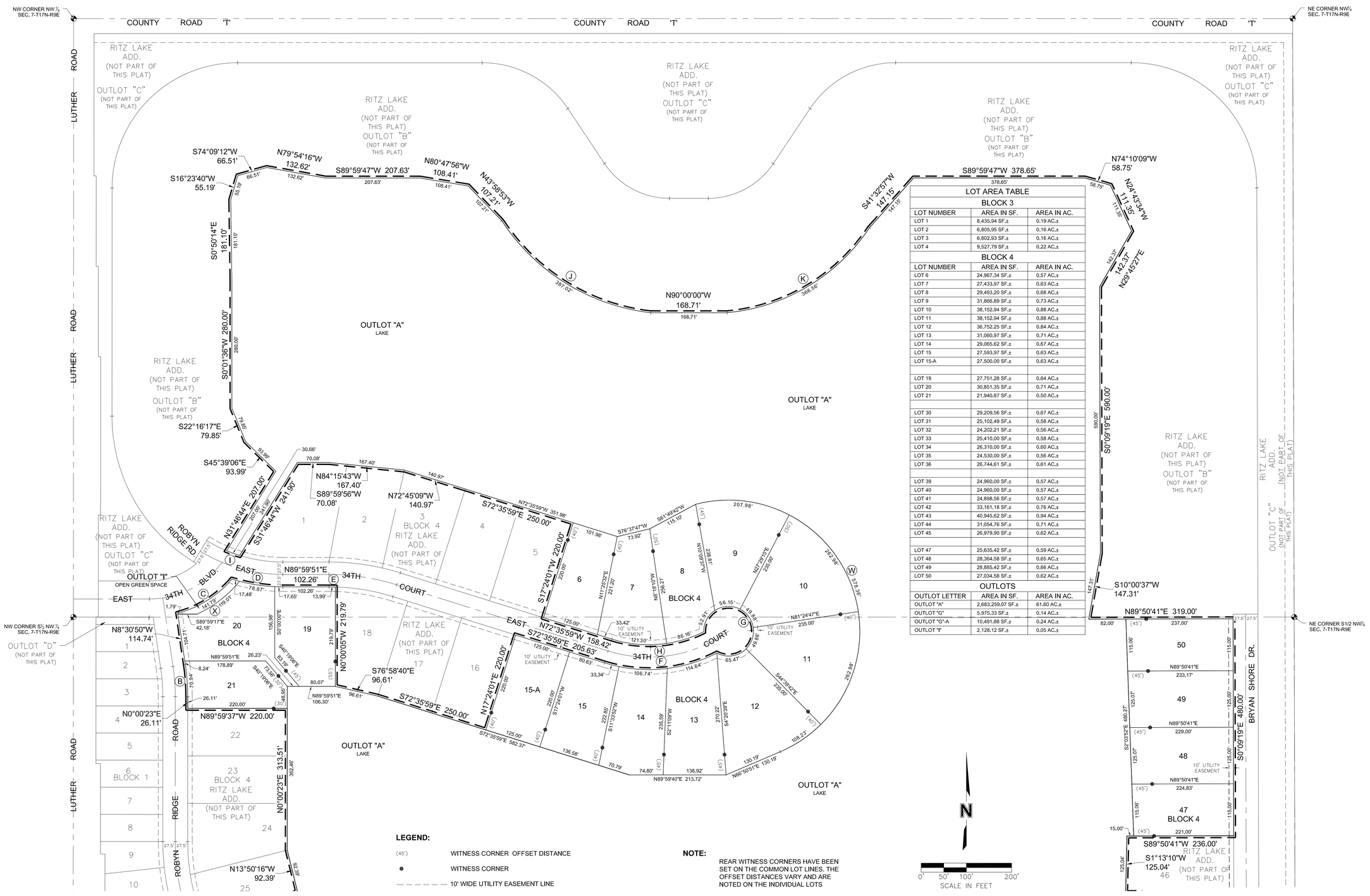
Exhibit A3



LOT AREA TABLE		
BLOCK 3		
LOT NUMBER	AREA IN SF.	AREA IN AC.
LOT 1	8,435.94 SF.±	0.19 AC.±
LOT 2	6,805.95 SF.±	0.16 AC.±
LOT 3	6,802.93 SF.±	0.16 AC.±
LOT 4	9,527.79 SF.±	0.22 AC.±
BLOCK 4		
LOT NUMBER	AREA IN SF.	AREA IN AC.
LOT 6	24,967.34 SF.±	0.57 AC.±
LOT 7	27,433.97 SF.±	0.63 AC.±
LOT 8	29,493.20 SF.±	0.68 AC.±
LOT 9	31,866.89 SF.±	0.73 AC.±
LOT 10	38,152.94 SF.±	0.88 AC.±
LOT 11	38,152.94 SF.±	0.88 AC.±
LOT 12	36,752.25 SF.±	0.84 AC.±
LOT 13	31,060.97 SF.±	0.71 AC.±
LOT 14	29,065.62 SF.±	0.67 AC.±
LOT 15	27,593.97 SF.±	0.63 AC.±
LOT 15-A	27,500.00 SF.±	0.63 AC.±
LOT 19	27,751.28 SF.±	0.64 AC.±
LOT 20	30,851.35 SF.±	0.71 AC.±
LOT 21	21,940.87 SF.±	0.50 AC.±
LOT 30	29,209.56 SF.±	0.67 AC.±
LOT 31	25,102.49 SF.±	0.58 AC.±
LOT 32	24,202.21 SF.±	0.56 AC.±
LOT 33	25,410.00 SF.±	0.58 AC.±
LOT 34	26,310.00 SF.±	0.60 AC.±
LOT 35	24,530.00 SF.±	0.56 AC.±
LOT 36	26,744.61 SF.±	0.61 AC.±
LOT 39	24,960.00 SF.±	0.57 AC.±
LOT 40	24,960.00 SF.±	0.57 AC.±
LOT 41	24,898.56 SF.±	0.57 AC.±
LOT 42	33,161.18 SF.±	0.76 AC.±
LOT 43	40,945.62 SF.±	0.94 AC.±
LOT 44	31,054.76 SF.±	0.71 AC.±
LOT 45	26,979.90 SF.±	0.62 AC.±
LOT 47	25,635.42 SF.±	0.59 AC.±
LOT 48	28,364.58 SF.±	0.65 AC.±
LOT 49	28,885.42 SF.±	0.66 AC.±
LOT 50	27,034.58 SF.±	0.62 AC.±
OUTLOTS		
OUTLOT LETTER	AREA IN SF.	AREA IN AC.
OUTLOT "A"	2,683,259.07 SF.±	61.60 AC.±
OUTLOT "G"	5,975.33 SF.±	0.14 AC.±
OUTLOT "G"-A	10,491.88 SF.±	0.24 AC.±
OUTLOT "I"	2,128.12 SF.±	0.05 AC.±

LEGEND:

(45') WITNESS CORNER OFFSET DISTANCE

● WITNESS CORNER

— — — — — 10' WIDE UTILITY EASEMENT LINE

NOTE:

REAR WITNESS CORNERS HAVE BEEN SET ON THE COMMON LOT LINES. THE OFFSET DISTANCES VARY AND ARE NOTED ON THE INDIVIDUAL LOTS

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FREMONT, NEBRASKA

2016

drawn by:	MRJ
checked by:	BM
approved by:	BM
QA/QC by:	BM
project no.:	006-0565
drawing no.:	ABC.DWG
date:	JULY 6TH, 2016

SHEET 3 of 3

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DATE: Jul 07, 2016 11:13am XREFS: MICHAEL_JOHNSON_LS_NE 006-0565_FPRLDA 060565_PBASE_CURRENT LOTS

Exhibit A4

LIEN HOLDER CONSENT AND SUBORDINATION

THE UNDERSIGNED, HOLDER OF THAT CERTAIN LIEN AGAINST THE REAL PROPERTY DESCRIBED IN THE PLAT KNOWN AS RITZ LAKE REPLAT 3 OF OUTLOT'S "A", "G" AND "I", LOTS 1 THROUGH 4, BLOCK 3, LOT 15, BLOCK 4, LOTS 19 THROUGH 21, BLOCK 4, LOT 30, BLOCK 4, LOTS 39 THROUGH 45, BLOCK 4, AND LOTS 47 THROUGH 50, BLOCK 4, RITZ LAKE ADDITION, LOTS 31 THROUGH 36, BLOCK 4, RITZ LAKE REPLAT 1, AND LOTS 6 THROUGH 14, BLOCK 4, RITZ LAKE REPLAT 2 (HEREINAFTER "PLAT"), SAID LIEN BEING RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS, DODGE COUNTY, NEBRASKA AS INSTRUMENT NO. 201306160 (HEREINAFTER "LIEN"), DOES HEREBY CONSENT TO THE DEDICATION OF AND SUBORDINATE THE LIEN TO ANY UTILITY (SEWER, WATER, ELECTRIC, CABLE TV, TELEPHONE, NATURAL GAS) EASEMENTS, OR STREETS, OR ROADS, PEDESTRIAN WAY EASEMENTS, AND ACCESS EASEMENTS AND RELINQUISHMENTS OF ACCESS, DEDICATED TO THE PUBLIC, ALL AS SHOWN ON THE PLAT, BUT NOT OTHERWISE. THE UNDERSIGNED CONFIRMS THAT IT IS THE HOLDER OF THE LIEN AND HAS NOT ASSIGNED THE LIEN TO ANY OTHER PERSON.

FIRST STATE BANK AND TRUST COMPANY
TRUSTEE AND BENEFICIARY

BY: _____

NAME: _____

TITLE: _____

ACKNOWLEDGEMENT NOTARY

STATE OF NEBRASKA)
)SS.
COUNTY OF LANCASTER)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF

_____, 20___, BY _____ (NAME OF BANK OFFICER),

_____ (TITLE OF BANK OFFICER), FIRST STATE BANK AND TRUST COMPANY, TRUSTEE AND BENEFICIARY, ON BEHALF OF SAID BANK.

_____
NOTARY PUBLIC

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FREMONT, NEBRASKA

2016

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checked by:	BM
approved by:	BM
QA/QC by:	BM
project no.:	006-0565
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SHEET
4 of 4

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DATE: Aug 15, 2016 2:57pm XREFS: MICHAEL_JOHNSON_LS_NE 006-0565_FPRLDA 006-0565_RLRP1-L31-38 060565_PBASE_CURRENT_LOTS

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: John Hemschemeyer, Director Human Resources

DATE: August 25, 2016

SUBJECT: Government Salary Ordinance (2016-2017)

Recommendation: 1). Hold final reading of Government Salary Ordinance.

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

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

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

	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: August 24, 2016

SUBJECT: Department of Utilities Salary Ordinance (2016-2017)

Recommendation: 1). Hold third reading of Utility Salary Ordinance

Since the first reading we are recommending adding the position of Environmental Engineering Technician. This is not an addition to staff but resulted from a job audit and reflects the additional responsibilities of one of the Environmental Engineering Assistant who functions in a lead capacity.

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	**General Manager**	**43.5**	63.6143	66.7987	70.1368	73.6491	77.3285	81.1887	85.2483	89.5106
Exempt	**Assistant General Manager**	**40.0**	53.5928	56.2755	59.0852	62.0421	65.1463	68.4042	71.8229	75.4087
Classifications	**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
	Environmental Engineering Technician	**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	Class Title		Hourly Wage	
	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 and the Environmental Engineering Technician 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: David Goedeken, P.E., Director of Public Works/City Engineer

DATE: August 25, 2016

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

Recommendation – Hold Third Reading of the Ordinance

Updated Information: *This item was most recently continued from the August 9th City Council meeting for further consideration to the wording of the requirements. On May 17, 2016 and August 4, 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. As a result of these meetings there were several amendments made to the language of the Ordinance. Specifically, the minimum slope of 1% was amended to read "positive slope" in Item #1. The 12 hour drainage time period in Item #2 and #3 was changed from 12 hours to 24 hours. Item #4 was amended to read "approved the Director or Public Works". Reference to the proposed mains being owned privately have been struck from the proposed Ordinance.*

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.

Staff has received calls complaining about this exact situation. Some areas of concern, 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 Spring and Summer 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. Staff has gone out and provided suggestions and guidance on methods that might help solve the problem, but the installation of the system must be handled privately. In Victoria Lane area, the developer is currently working on a drainage system to help with some of the problems they are having in the backyards.

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

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

SECTION V – H. LOT DRAINAGE

The subdivision shall be laid out, graded and/or storm sewer system constructed such that the entirety of all lots will drain to the street or directly into the public storm sewer system. 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. Positive slope 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 to 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 24-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 24-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 Director of Public**

Works.

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.

A maintenance agreement specifying 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 gravity storm sewer shall be reinforced concrete pipe (RCP).

As an alternative to the above amendments, it has been suggested the amendments read as follows:

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

SECTION V – H. LOT DRAINAGE

SECTION V- H. GRADING PLAN/LOT DRAINAGE

A subdivision grading plan shall be submitted for approval. Such plan shall require storm water runoff from each lot to drain to the street or directly into the public storm sewer system, or dissipate via an approved infiltration system within a 24-hour period. Other drainage methods may be approved by the Director of Public Works. No method can interfere with the installation, operation or maintenance of public and private utilities.

SECTION VIII. IMPROVEMENT PLANS is hereby amended as follows:

SECTION VIII - 5. STORM SEWER

b. Minimum Size of the public storm sewer system – 12 inches.

h. All public gravity storm sewer shall be reinforced concrete pipe (RCP).

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