



CITY COUNCIL MEETING

October 11, 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. Business Improvement District Hearing to receive evidence for and against the proposed Business Improvement District (staff report)

CONSENT AGENDA: *All items in the consent agenda are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Council Member or a citizen so requests, in which event the item will be removed from the consent agenda and considered separately.*

5. Dispense with and approve September 27, 2016 minutes
6. Approve September 28 through October 11, 2016 claims and authorize checks to be drawn on the proper accounts (staff report)
7. Resolution to approve pizza hut manager application (staff report)
8. Resolution to approve la hacienda manager application (staff report)
9. Resolution to approve supplemental agreement No 5 for Preliminary Engineering Rawhide Creek Trail Project (staff report)
10. Resolution to approve final acceptance for the west 6th street reconstruction project (staff report)
11. Library Board Appointment of Reverend Earl Underwood to vacant seat for a term ending October 2020 (staff report)
12. Report of the Treasury (staff Report)
13. Housing Authority Board Appointment of Maggie Zarate for a term ending September 2021 (staff report)
14. Approve acknowledgement of the Tort claim filed by Tracy Lowther (staff report)

REGULAR AGENDA: requires individual associated action

15. Resolution to Approve Animal Control Fee Schedule (staff report)
16. Ordinance amending Fremont Municipal Code Chapter Six pertaining to Animals (staff report)
17. Resolution to officially receive the BID Boards recommendation and intent to proceed (staff report)
18. Ordinance creating Business Improvement District #1 (staff report)
19. Second reading of Ordinance adopting purchasing policy for City/DU employees (staff report)
- 20.. Adjournment

Agenda posted at the Municipal Building on October 7, 2016 and online at www.fremontne.gov. Agenda distributed to the Mayor and City Council on October 7, 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: HONORABLE MAYOR AND CITY COUNCIL

FROM: TYLER FICKEN, CITY CLERK

DATE: OCTOBER 3, 2016

SUBJECT: BUSINESS IMPROVEMENT DISTRICT HEARING

Recommendation: Hold hearing

Background: The Business Improvement District Board, at their August 16, 2016 meeting approved a recommendation to the Mayor and City Council to create a Business Improvement District to collect a special assessment at a rate of .00185 of property valuation on property inside the Downtown Commercial Zone.

Property owners within the boundaries of the district have been notified about the hearing pursuant to Neb. Rev. Stat. 19-4029.01.

September 30, 2016

Dear Property Owner,

The Fremont City Council will hold a public hearing regarding the establishment of a Business Improvement District (Neb. Rev. Stat. § 19-4029 et seq.) and special assessment to be levied by the Business Improvement District (Neb. Rev. Stat. § 19-4030) at their regularly scheduled meeting on October 11, 2016 at 7:00 p.m. in the City Council Chambers at 400 East Military Avenue.

Proposed Improvements or General Purpose for Assessment: Retention and Recruitment, Downtown Beautification, Implementation and Maintenance; Promotion and Marketing
Proposed or estimated costs for improvements: The estimated total annual budget for costs and expenses of the work to be performed within such District will be \$48,195.62. The total budget for the cost and expenses of the work to be performed within such District over five (5) years will be \$240,978.08.

Description of proposed district boundaries:

A tract of land located in the original Town of Fremont, now the City of Fremont, Dodge Co, NE, consisting of the following Blocks, Lots, lands, and Adjoining vacated alleys and streets: All of Blocks 96, 110, 111, 112, 113, 114, 115, 122, 123, 124, 125, 126, 141, 142, 143, 144, 145, 153, 154, 155, 156, 172, 173, 174, 183, 184, 185 and Block 204 together with: Lots 5, 6, 7, and 8, Block 95 together with South Half of vacated East-West alley along the North and vacated North-South alley between Lots 6 and 7; Lots 3, 4, 5, and 6, Block 116 together with adjoining vacated East-West alley, excepting the North half of Lots 3 and 4; Block 121, excepting Lot 1 and the East 4 feet of Lot 2 and excepting Lot 8, together with the adjoining vacated East-West alley; Lots 1 and 2 Block 140 together with the East Half of the vacated alley along the West and North Half of the vacated East-West alley along the South, together with the North 39.67 of Lot 8 and the North 39.67 feet of the East 15.5 feet of Lot 7, together with the South Half of the vacated East-West Alley adjoining along the North; Lot 2, excepting the East 49 of the South 23.5 feet thereof, and Lots 3, 4, 5, and 6, Block 146, together with the vacated North-South alley between lots 2 and 3, the vacated East-West alley along Lots 3 and 4, the West Half of the vacated North-South alley along Lot 6, and the North Half of the vacated alley along Lot 2, excepting the East 49 feet thereof; Lots 4, 5, and the West 50 feet of Lots 3 and 6 of Block 152, together with the adjoining vacated East-West alley; Lots 1, 2, 7, and 8, Block 157, together with the East Half of the vacated North-South alley along the West and the adjoining vacated East-West alley; Lots 3, 4, 5, and 6, Block 175, together with the West Half of the adjoining vacated North-South alley along the East and together with the adjoining vacated East-West alley; Lots

3, 4, 5, and 6, Block 182, together with the West Half of the adjoining vacated North-South alley along the East and together with the adjoining vacated East-West alley.

All interested parties shall be afforded at such public hearing a reasonable opportunity to express their views regarding the proposed Business Improvement District and special assessment to be levied by the Business Improvement District. Individuals requiring physical or sensory accommodations including interpreter service, braille, large print or recorded materials please contact the City Clerk's office at 400 E. Military, Fremont, NE 68025 or at (402) 727-2630.

A handwritten signature in blue ink, appearing to read "Tyler Ficken". The signature is fluid and cursive, with the first name being more prominent than the last.

Tyler Ficken
City Clerk & Board of Equalization Secretary

Downtown Improvement District

September 30, 2016

To: Downtown Property Owners & Businesses

It is with great pleasure that we can announce the next phase of the transition from a DID (Downtown Improvement District) to a BID (Business Improvement District).

While the DID formed in the 1970's had great success over the years, including but not limited to the establishment of our many parking areas in the downtown area, things have changed in the last 40 years. The most significant were changes in State Law that created the BID as the organizational method for cities to use.

Since the City Council created the BID Board now several years ago, we have been reaching out to our downtown business and property owners for their input. From many open public forums, which were advertised in the paper, and through direct mailings, we as the BID board received input and ideas from an impressive variety of proud citizens who want to keep our downtown strong.

Our Board meetings (held monthly, open to the public and advertised in the paper and on the City's web page) help take the information and ideas we have received and create a plan that will be considered by the City Council on October 11, 2016. If you have not had an opportunity to offer your input and ideas regarding the proposed BID there is still time to reach out to BID Board Members or members of the City Council.

I encourage you to review the enclosed public notice from the City. The proposed assessment from the property owners in the BID will be quite modest and will be based on your property's valuation. For example a property valued at \$100,000 would pay \$185 per year. In addition, the old DID fees would end making the total contribution by businesses even less.

There is one slight change in how the assessment will be collected since the Board's last public meeting. When we first looked at how the funds would be collected, we wanted to have the assessment added to the property tax, to allow for ease in collection and convenience to property owners. At that time we were told by the City that was not an option. So we changed the assessment method. After our last open meeting, attendees expressed their concerns in the collection method and payments of interest if the assessment was paid over the 5 years. In response to the concerns, we asked the City to relook at collection methods yet another time. This time the City agreed with our original collection method, so the resolution going before City Council will be our original plan of adding the assessment to the property tax statement. This is a great thing, because it will mean no interest or penalties and it will reduce administration costs. If you attended the last open meeting and have questions on this change, please feel free to ask a Board Member to explain.

While no BID district is perfect nor will it accomplish the needs of everyone, we believe the proposed BID District #1 represents the Board's best efforts to fulfill its duty to keep our downtown strong and vibrant.

Downtown Improvement District

I ask for your support and encourage you to attend the City of Fremont public hearing to learn more about the proposed BID and to offer comments.

Sincerely,

Bob Missel, Chairman

P.S. Shown below is a map of the proposed BID District #1. This map aligns with the legal description listed in the City's public notice.

DID Board Members:

Tom Coday, Vice Chairman

Kevin Main

Glenn Ellis

Howard Krasne

Roxie Kracl

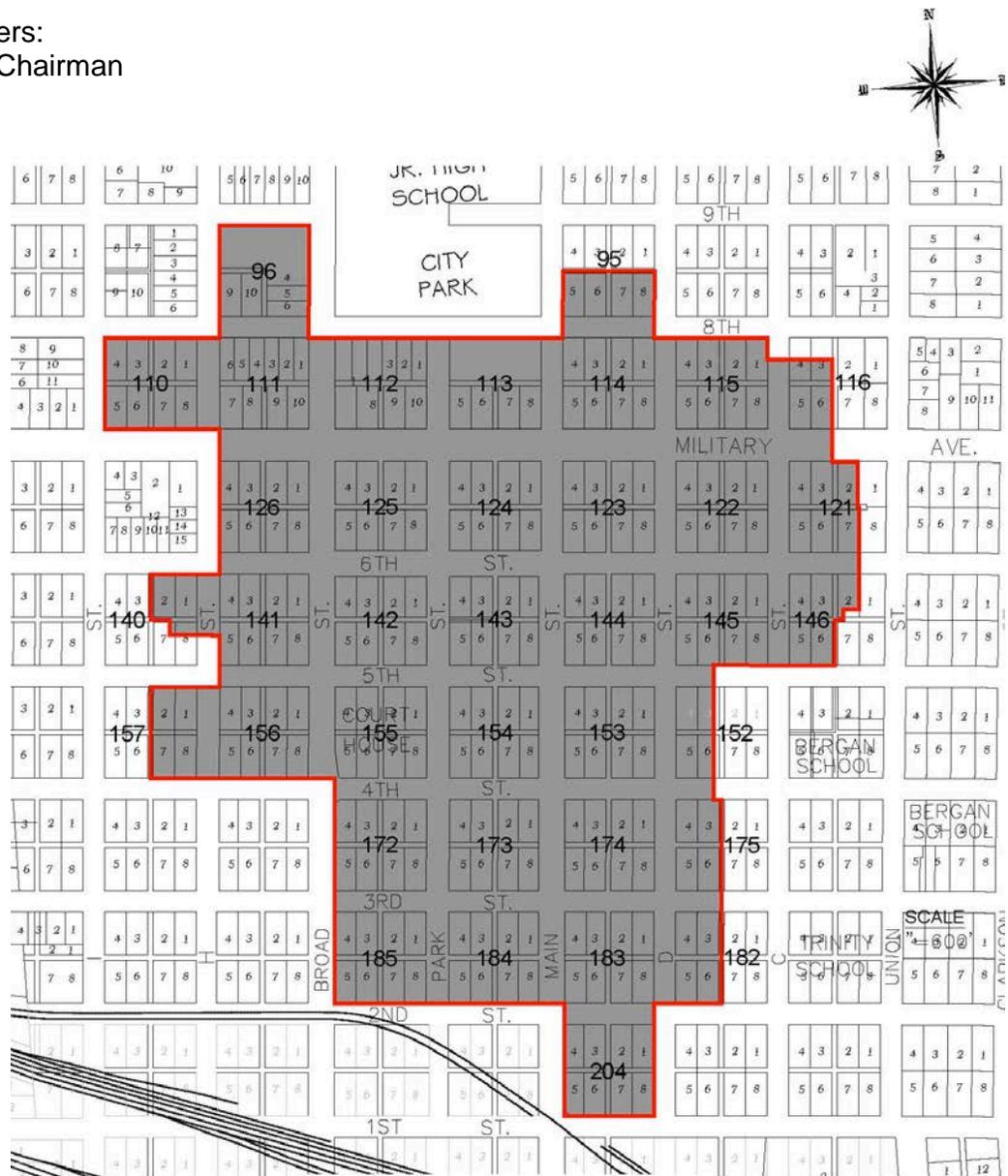
Vince O'Connor

Gerald Johnson

Gary Pebley

Richard Register

Bill Parks



CITY COUNCIL MEETING

September 27, 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, Schaller, Johnson, Anderson, Eairleywine and Kuhns present. 8 Members present.

Ordinance approving a petition of the owners of approximately 4.5 acres described as a part of the Southeast Quarter of the Northwest Quarter of Section 18, Township 17 North, Range 9 East of the 6th P.M., Dodge County, Nebraska, and more generally located at 1800 Deer Run, for annexation into the City of Fremont's corporate limits. Mayor Getzschman opened the public hearing. Mayor Getzschman closed the public hearing. Council Member Anderson moved, seconded by Council Member Eairleywine to introduce the ordinance. Roll call vote. Council Members Legband, Landholm, Schaller, Johnson, Anderson, Eairleywine, and Kuhns voting aye. 7 ayes, 1 Abstention. Motion carried. City Clerk provided first reading. Council Member Johnson moved, seconded by Council Member Legband to suspend the rules and move to final reading. Council Members Legband, Landholm, Schaller, Johnson, Anderson, Eairleywine, and Kuhns voting aye. 7 ayes, 1 Abstention. Motion carried. City Clerk provided final reading. Mayor Getzschman called for a vote on final reading. Council Members Legband, Landholm, Schaller, Johnson, Anderson, Eairleywine, and Kuhns voting aye. 7 ayes, 1 Abstention. Ordinance 5383 approved.

Ordinance approving a petition of the owners of approximately 0.5 acres described as a part of the South Half of the Northwest Quarter of Section 7, Township 17 North, Range 9 East of the 6th P.M., Dodge County, Nebraska, and more generally located at 3400 N Luther Rd., for annexation into the City of Fremont's corporate limits. Mayor Getzschman opened the public hearing. Mayor Getzschman closed the public hearing. Council Member Kuhns moved, seconded by Council Member Schaller to introduce the ordinance. Roll call vote. Council Members Legband, Bixby, Landholm, Schaller, Johnson, Anderson, Eairleywine, and Kuhns voting aye. 8 ayes. Motion carried. City Clerk provided first reading. Council Member Kuhns moved, seconded by Council Member Anderson to suspend the rules and move to final reading. Council Members Legband, Landholm, Schaller, Bixby, Johnson, Anderson, Eairleywine, and Kuhns voting aye. 8 ayes. Motion carried. City Clerk provided final reading. Mayor Getzschman called for a vote on final reading. Council Members Legband, Landholm, Schaller, Bixby, Johnson, Anderson, Eairleywine, and Kuhns voting aye. 7 ayes, 1 Abstention. Ordinance 5384 approved.

Moved by Council Member Schaller seconded by Council Member Anderson to approve items 6 through 8 and items 10 & 11, and items 13 through 22. Roll Call Vote. Council Members Legband, Landholm, Schaller, Bixby, Johnson, Anderson, Eairleywine, and Kuhns voting aye. 8 ayes. Motion carried.

6. Receive Keep Fremont Beautiful Annual Report (staff report)
7. Resolution 2016-168 to accept Police Department Grant for Preliminary Breath Testing Devices
8. Resolution 2016-169 granting the Department of Utilities General Manager authorization to make an outside City Limits water/sewer connection for Maxine Claussen at 3167 N County Rd 20 Ave.
10. Dispense with and approve September 13, 2016 minutes
11. Approve September 8 through September 27, 2016 claims and authorize checks to be

drawn on the proper accounts

13. Consideration of request to suspend Ordinance 12-104 in John C. Fremont Park for Box City event
14. Approval of Cement/Asphalt/Excavation worker application as presented subject to fulfillment of all licensing requirements (Kurt Kuhlman, K Star Concrete Construction Inc.)
15. Approval of Cement/Asphalt/Excavation worker application as presented subject to fulfillment of all licensing requirements (Brenda Garcia, G&G Construction)
16. Approve acknowledgement of the Tort Claim filed by Rebecca Becker
17. Approve acknowledgement of the Tort Claim filed by Marion Larsen
18. Approve acknowledgement of the Tort Claim filed by Tom and Judy Hellmers
19. Resolution 2016-174 Community Development Block Grant (CDBG) 14-CR-003 request 12 month extension
20. Resolution 2016-171 for Special Assessment nuisance lien Lester Ladd ETUX 22nd & Irving
21. Resolution 2016-172 to amend hangar lease agreements at Fremont Airport for Big Red Aviation, LLC, and A & A Drug, Inc
22. Resolution 2016-173 to approve new hangar lease agreement at Fremont Airport with Steven Peterson

Resolution granting the Department of Utilities General Manager authorization to execute applicable agreements with HDR, Inc. for engineering and design of Anaerobic Lagoons, Methane Capture, and Waste Water Treatment Plant Improvements. Council Member Eairleywine moved, seconded by Council Member Landholm to approve Resolution 2016-170. Council Members Legband, Landholm, Schaller, Bixby, Johnson, Anderson, Eairleywine, and Kuhns voting aye. 8 ayes. Motion carried.

Receive year to date financial reports for August 2016. Council Member Legband moved, seconded by Council Member Schaller to approve receipt of financial reports for August 2016. Roll call vote. Council Members Legband, Landholm, Schaller, Bixby, Johnson, Anderson, Eairleywine, and Kuhns voting aye. 8 ayes. Motion carried.

Affirm decision by Chief Building Inspector to condemn house and garage at 806 West 9th St. Council Member Schaller moved, seconded by Council Member Legband to provide the owner two weeks to find a buyer for the property. Roll call vote. Schaller, Kuhns. Motion failed. Council Member Anderson moved, seconded by Council Member Johnson to affirm the decision by Chief Building Inspector to condemn house and garage at 806 West 9th St. Roll call vote. Council Members Legband, Landholm, Schaller, Bixby, Johnson, Anderson, Eairleywine, and Kuhns voting aye. 8 ayes. Motion carried.

Final reading 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. City Clerk provided final reading. Roll call vote. Council Members Legband, Landholm, Schaller, Johnson, Anderson, Eairleywine, and Kuhns voting aye. 7 ayes, 1 Abstention. Ordinance 5385 approved.

First reading Ordinance adopting purchasing policy for City/DU employees. Council Member Eairleywine moved, seconded by Council Member Johnson to introduce the ordinance. Roll call vote. Council Members Legband, Bixby, Landholm, Schaller, Johnson, Anderson, Eairleywine, and Kuhns voting aye. 8 ayes. Motion carried. City Clerk provided first reading.

Moved by Council Member Schaller seconded by Council Member Anderson to adjourn the meeting. Roll call vote: 8 ayes. Motion carried. Meeting adjourned at 8:12 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.

APPROVED AND ACCEPTED THIS 11TH DAY OF OCTOBER AS THE OFFICIAL COPY OF THE FREMONT, NEBRASKA CITY COUNCIL MINUTES FOR SEPTEMBER 27, 2016.

Tyler Ficken, City Clerk

Scott Getzschman, Mayor

STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Jody Sanders, CPA, Director of Finance
DATE: October 6, 2016
SUBJECT: Claims

Recommendation: Move to approve September 28 through October 11, 2016 claims and authorize checks to be drawn on the proper accounts.

Background: Council reviewed claims via email October 6, 2016. Subsequently, the payment to C R Menn was adjusted to \$16,278.35. A separate staff report will be considered later in the agenda.

Fiscal Impact: Claims total \$ 1,283,089.34, after C R Menn adjustment.

EAL DESCRIPTION: EAL: 09302016 SHEETSJ

PAYMENT TYPES

Checks Y
EFTs Y
ePayables Y

VOUCHER SELECTION CRITERIA

Voucher/discount due date 09/30/2016
All banks A

REPORT SEQUENCE OPTIONS:

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

This report is by: Bank/Vendor

Process by bank code? (Y,N) Y
Print reports in vendor name sequence? (Y,N) Y
Calendar year for 1099 withholding 2016
Disbursement year/per 2016/12
Payment date 09/30/2016

PROGRAM: GM339L

AS OF: 09/30/2016

PAYMENT DATE: 09/30/2016

City of Fremont

Employee Benefits

BANK: 01

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0005708	00	REGIONAL CARE INC						
09/26/16	MANUAL000805		01	09/26/2016	060-0660-444.70-01	09/26/16 AUTO CLAIMS	CHECK #: 100823	2,269.51
09/27/16	MANUAL000811		01	09/27/2016	060-0660-442.70-01	09/27/16 MANUAL CLAIMS	CHECK #: 100824	229,717.90
09/27/16	MANUAL000812		01	09/27/2016	060-0660-443.70-01	09/27/16 MANUAL CLAIMS	CHECK #: 100824	4,929.42
09/27/16	MANUAL000813		01	09/27/2016	060-0660-444.70-01	09/27/16 MANUAL CLAIMS	CHECK #: 100824	410.00
VENDOR TOTAL *							.00	237,326.83
01 Employee Benefits			BANK TOTAL *				.00	237,326.83
HAND ISSUED TOTAL ***								237,326.83
TOTAL EXPENDITURES ****							.00	237,326.83
GRAND TOTAL *****								237,326.83

EAL DESCRIPTION: EAL: 10052016 SHEETSJ

PAYMENT TYPES

Checks Y
EFTs Y
ePayables Y

VOUCHER SELECTION CRITERIA

Voucher/discount due date 10/06/2016
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 2017/01
Payment date 10/05/2016

PROGRAM: GM339L

AS OF: 10/06/2016

PAYMENT DATE: 10/05/2016

City of Fremont

General Fund

BANK: 00

VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0006621 20161006	00 PR1006	AR SOLUTIONS INC	00	10/06/2016	001-0000-201.00-00	PAYROLL SUMMARY	422.52	
						VENDOR TOTAL *	422.52	
9999999 2015003495	00 000816	BOUCHER, TENA	00	10/06/2016	001-0000-202.09-00	TENA BOUCHER	985.00	
						VENDOR TOTAL *	985.00	
0000584 20161006	00 PR1006	CEI	00	10/06/2016	001-0000-201.00-00	PAYROLL SUMMARY	EFT:	125,854.78
						VENDOR TOTAL *	.00	125,854.78
0006518 20161006	00 PR1006	COATES, RICK (CREDITOR)	00	10/06/2016	001-0000-201.00-00	PAYROLL SUMMARY	31.75	
						VENDOR TOTAL *	31.75	
0006466 20161006	00 PR1006	CREDIT BUREAU SERVICES INC	00	10/06/2016	001-0000-201.00-00	PAYROLL SUMMARY	29.06	
						VENDOR TOTAL *	29.06	
0005156 20161006	00 PR1006	CREDIT MANAGEMENT SERVICES-DODGE CO	00	10/06/2016	001-0000-201.00-00	PAYROLL SUMMARY	170.95	
						VENDOR TOTAL *	170.95	
0004234 20161006	00 PR1006	DEPARTMENT OF UTILITIES C S	00	10/06/2016	001-0000-201.00-00	PAYROLL SUMMARY	EFT:	1,704.76
						VENDOR TOTAL *	.00	1,704.76
0005193 20161006	00 PR1006	DEPARTMENT OF UTILITIES PAYROLL	00	10/06/2016	001-0000-201.00-00	PAYROLL SUMMARY	EFT:	53,080.33
						VENDOR TOTAL *	.00	53,080.33
0004629 20161006	00 PR1006	INTERNAL REVENUE SERVICE **EFT**	00	10/06/2016	001-0000-201.00-00	PAYROLL SUMMARY	72,452.07	
						VENDOR TOTAL *	72,452.07	
0005477 20161006	00 PR1006	LAUGHLIN TRUSTEE, KATHLEEN A	00	10/06/2016	001-0000-201.00-00	PAYROLL SUMMARY	358.00	
						VENDOR TOTAL *	358.00	
9999999 2016000264	00 000817	PATASHINSKY, ROBERT	00	10/06/2016	001-0000-202.09-00	ROBERT PATASHINSKY	413.14	
						VENDOR TOTAL *	413.14	
		00 General Fund				BANK TOTAL *	74,862.49	180,639.87

PROGRAM: GM339L

AS OF: 10/06/2016

PAYMENT DATE: 10/05/2016

City of Fremont

Employee Benefits

BANK: 01

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0005708	00	REGIONAL CARE INC						
10/03/16	MANUAL000002		01	10/03/2016	060-0660-444.70-01	10/03/16 AUTO CLAIMS	CHECK #: 100826	1,431.22
						VENDOR TOTAL *	.00	1,431.22
0005911	00	STARLINE GROUP						
10/03/16	MANUAL000003		01	10/03/2016	060-0660-442.70-02	10/03/16 REINSURANCE	CHECK #: 100825	41,930.04
						VENDOR TOTAL *	.00	41,930.04
		01 Employee Benefits				BANK TOTAL *	.00	43,361.26
						HAND ISSUED TOTAL ***		43,361.26
						EFT/EPAY TOTAL ***		180,639.87
						TOTAL EXPENDITURES ****	74,862.49	224,001.13
		GRAND TOTAL				*****		298,863.62

Prepared 10/05/16, 10:45:00
Pay Date 10/06/16
Primary FIRST NATIONAL BANK

CITY of FREMONT
Direct Deposit Register

Account Number	Employee Name	Social Security	Deposit Amount
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Final Total 212,080.58 Count 213

CITY OF FREMONT
ELECTRONIC WITHDRAWAL LIST

FOR CITY COUNCIL MEETING: 10/11/16

AJ	WITHDRAWAL				WITHDRAWAL
<u>GROUP NO</u>	<u>VENDOR NAME</u>	<u>DATE</u>	<u>ACCOUNT NO</u>	<u>ITEM DESCRIPTION</u>	<u>AMOUNT</u>
4739	TSYS MERCHANT SOLUTIONS	10/04/16	001-1003-415.20-99	CREDIT CARD FEES	253.25
4739	TSYS MERCHANT SOLUTIONS	10/04/16	001-1003-415.20-99	CREDIT CARD FEES	129.06
4739	TSYS MERCHANT SOLUTIONS	10/04/16	001-2029-451.20-99	CREDIT CARD FEES	65.29
4739	TSYS MERCHANT SOLUTIONS	10/04/16	001-2042-440.20-99	CREDIT CARD FEES	2.00
				TOTAL EXPENDITURES	449.60

EAL DESCRIPTION: EAL: 10062016 SHEETSJ

PAYMENT TYPES

Checks Y
EFTs Y
ePayables Y

VOUCHER SELECTION CRITERIA

Voucher/discount due date 10/12/2016
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 2017/01
Payment date 10/12/2016

BANK: 00

VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0000956 729246	00	A & A DRUG CO INC PI6789 031964	00	10/12/2016	001-1206-422.30-33	BLANKET PURCHASE ORDER	6.49	
VENDOR TOTAL *							6.49	
0006360 8753 8804 8753 8804 8753 8804	00	A-PLUSH LAWNS PI6890 032917 PI6893 032917 PI6891 032917 PI6894 032917 PI6892 032917 PI6895 032917	00	10/12/2016	001-2026-451.20-99 001-2026-451.20-99 001-2027-452.20-99 001-2027-452.20-99 012-2025-431.20-99 012-2025-431.20-99	GENERAL GENERAL GENERAL GENERAL GENERAL GENERAL	35.00 35.00 1,850.00 1,600.00 320.00 800.00	
VENDOR TOTAL *							4,640.00	
0000959 96889/3 97016/3 97036/3 97036/3 97121/3 97134/3 96997/3 97154/3	00	ACE HARDWARE PI6845 031963 PI6847 031963 PI6848 031963 PI6849 031963 PI6850 031963 PI6973 031963 PI6846 031963 PI6851 031963	00	10/12/2016	001-1206-422.30-79 001-2027-452.30-79 001-2027-452.20-60 001-2027-452.30-56 001-2027-452.30-56 001-2027-452.30-56 001-2027-452.30-56 012-2025-431.30-79 012-2025-431.30-33	BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER	42.49 29.97 42.00 79.97 39.36 20.02 8.95 18.36	
VENDOR TOTAL *							281.12	
0000960 15667 15676	00	ADAMS OIL INC PI6908 033745 PI0017 033763	00	10/12/2016	001-1206-422.30-44 012-2025-431.30-44	GENERAL FIELD PURCHASE ORDER	992.65 1,649.00	
VENDOR TOTAL *							2,641.65	
9999999 136825 136826	00	ADAUTO, MOSES ADAUTO 000818 ADAUTO 000819	00	10/12/2016	001-0000-202.04-00 001-2026-347.05-00	MOSES ADAUTO/CA DEPOSIT MOSES ADAUTO/CA REFUND	100.00 100.00	
VENDOR TOTAL *							200.00	
0002952 521803-01	00	ALAMAR UNIFORMS PI6901 033444	00	10/12/2016	001-1209-421.30-79	GENERAL	94.98	
VENDOR TOTAL *							94.98	
0001773 4176	00	ALL-TEX SECURITY INC PI0064 032137	00	10/12/2016	001-2031-455.20-99	GENERAL	84.00	
VENDOR TOTAL *							84.00	
0006169 51514 1016	00	AMERICAN BROADBAND INTERNET PI0075 033787	00	10/12/2016	001-1011-419.20-12	BLANKET PURCHASE ORDER	175.00	
VENDOR TOTAL *							175.00	
0000983 15736 15835	00	ARPS RED-E-MIX INC PI6852 031965 PI0019 031965	00	10/12/2016	012-2025-431.30-69 012-2025-431.30-69	BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER	481.25 293.00	

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PAYMENT DATE: 10/12/2016

City of Fremont

General Fund

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VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0000983	00	ARPS RED-E-MIX INC						
						VENDOR TOTAL *	774.25	
0002954	00	ASPHALT AND CONCRETE MATERIALS CO						
00042714		PI0032 032217	00	10/12/2016	012-2025-431.30-69	FIELD PURCHASE ORDER	329.09	
						VENDOR TOTAL *	329.09	
0000984	00	B & K BODY SHOP LLC						
BK10194		PI6827 033158	00	10/12/2016	001-1209-421.20-60	GENERAL	313.20	
						VENDOR TOTAL *	313.20	
9999999	00	BACKENS, DOUG						
136785	BACKENS	000806	00	10/12/2016	001-0000-202.04-00	DOUG BACKENS/CA DEPOSIT	200.00	
						VENDOR TOTAL *	200.00	
0002763	00	BAKER & TAYLOR BOOKS						
2032254466		PI6868 032200	00	10/12/2016	001-2031-455.30-51	GENERAL	223.01	
5014257109		PI6869 032200	00	10/12/2016	001-2031-455.30-51	GENERAL	93.71	
2032276133		PI6985 032200	00	10/12/2016	001-2031-455.30-51	GENERAL	130.84	
5014265510		PI6986 032200	00	10/12/2016	001-2031-455.30-51	GENERAL	57.16	
						VENDOR TOTAL *	504.72	
0003423	00	BAKER & TAYLOR ENTERTAINMENT						
B25013830		PI6876 032208	00	10/12/2016	001-2031-455.30-51	GENERAL	70.90	
B25601910		PI6877 032208	00	10/12/2016	001-2031-455.30-51	GENERAL	14.35	
B26144030		PI6878 032208	00	10/12/2016	001-2031-455.30-51	GENERAL	84.40	
						VENDOR TOTAL *	169.65	
0004311	00	BAUER BUILT INC						
880047603		PI6853 031967	00	10/12/2016	012-2025-431.20-60	BLANKET PURCHASE ORDER	130.00	
880047603		PI6854 031967	00	10/12/2016	012-2025-431.30-56	BLANKET PURCHASE ORDER	116.00	
880047896		PI6855 031967	00	10/12/2016	012-2025-431.20-60	BLANKET PURCHASE ORDER	30.00	
880047896		PI6856 031967	00	10/12/2016	012-2025-431.30-56	BLANKET PURCHASE ORDER	16.61	
880047839		PI6905 033691	00	10/12/2016	012-2025-431.20-60	FIELD PURCHASE ORDER	124.00	
880047839		PI6906 033691	00	10/12/2016	012-2025-431.30-56	FIELD PURCHASE ORDER	4,998.96	
						VENDOR TOTAL *	5,415.57	
0004035	00	BOMGAARS SUPPLY INC						
16176345		PI6857 031969	00	10/12/2016	001-1206-422.30-56	BLANKET PURCHASE ORDER	149.99	
16178264		PI0003 031969	00	10/12/2016	001-2027-452.30-56	BLANKET PURCHASE ORDER	7.49	
						VENDOR TOTAL *	157.48	
0003427	00	BRODART CO						
B4678950		PI6870 032201	00	10/12/2016	001-2031-455.30-51	GENERAL	996.26	
B4683472		PI6871 032201	00	10/12/2016	001-2031-455.30-51	GENERAL	684.77	
B4688081		PI6872 032201	00	10/12/2016	001-2031-455.30-51	GENERAL	399.06	
B4690859		PI6873 032201	00	10/12/2016	001-2031-455.30-51	GENERAL	703.40	
B4669310		PI6987 032201	00	10/12/2016	001-2031-455.30-51	GENERAL	27.34	
B4673031		PI6988 032201	00	10/12/2016	001-2031-455.30-51	GENERAL	179.92	

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VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0003427	00	BRODART CO						
B4675966		PI6989 032201	00	10/12/2016	001-2031-455.30-51	GENERAL	281.28	
B4678996		PI6990 032201	00	10/12/2016	001-2031-455.30-51	GENERAL	111.40	
VENDOR TOTAL *							3,383.43	
0006627	00	BUNDY FAMILY REAL ESTATE, ROBERT L						
092816		PI0060 033789	00	10/12/2016	040-2037-452.45-20	GENERAL	19,800.00	
VENDOR TOTAL *							19,800.00	
9999999	00	BYSTROM, DIANNE						
136812	BYSTROM	000815	00	10/12/2016	001-0000-202.04-00	DIANNE BYSTROM/COMM RM	100.00	
VENDOR TOTAL *							100.00	
0006577	00	C-R MENN CONCRETE LLC						
093016		PI0013 033038	00	10/12/2016	012-2032-431.45-20	GENERAL	19,036.35	replaced with \$16,278.35
VENDOR TOTAL *							19,036.35	
0006185	00	CAMP FONTANELLE						
16-47		PI6844 033705	00	10/12/2016	001-2029-451.20-16	GENERAL	150.00	
VENDOR TOTAL *							150.00	
0006534	00	CAPPEL AUTO SUPPLY INC						
199075		PI6997 032252	00	10/12/2016	001-1004-424.30-63	BLANKET PURCHASE ORDER	159.25	
199084		PI6998 032252	00	10/12/2016	001-1004-424.30-63	BLANKET PURCHASE ORDER	94.83	
199081		PI0010 032252	00	10/12/2016	001-1004-424.30-63	BLANKET PURCHASE ORDER	5.95	
198955		PI7007 033674	00	10/12/2016	001-1015-415.30-63	FIELD PURCHASE ORDER	6.60	
198955		PI7008 033674	00	10/12/2016	001-1015-415.30-63	FIELD PURCHASE ORDER	3.58	
198671		PI6879 032252	00	10/12/2016	001-1206-422.30-79	BLANKET PURCHASE ORDER	139.90	
198955		PI7009 033674	00	10/12/2016	001-1209-421.30-63	FIELD PURCHASE ORDER	340.22	
199081		PI0011 032252	00	10/12/2016	001-1209-421.30-63	BLANKET PURCHASE ORDER	77.49	
199183		PI0039 032252	00	10/12/2016	001-1209-421.30-63	BLANKET PURCHASE ORDER	14.94	
198144		PI6814 032252	00	10/12/2016	001-2027-452.30-56	BLANKET PURCHASE ORDER	128.95	
199025		PI6881 032252	00	10/12/2016	001-2027-452.30-49	BLANKET PURCHASE ORDER	9.98	
198926		PI6880 032252	00	10/12/2016	001-2029-451.30-63	BLANKET PURCHASE ORDER	121.33	
198195		PI6815 032252	00	10/12/2016	012-2025-431.30-63	BLANKET PURCHASE ORDER	48.49	
198255		PI6816 032252	00	10/12/2016	012-2025-431.30-63	BLANKET PURCHASE ORDER	33.78	
198260		PI6817 032252	00	10/12/2016	012-2025-431.30-63	BLANKET PURCHASE ORDER	6.31	
198326		PI6818 032252	00	10/12/2016	012-2025-431.30-56	BLANKET PURCHASE ORDER	242.99	
199023		PI6996 032252	00	10/12/2016	012-2025-431.30-79	BLANKET PURCHASE ORDER	89.98	
198958		PI7006 033663	00	10/12/2016	012-2025-431.30-63	FIELD PURCHASE ORDER	1,107.72	
198915		PI0008 032252	00	10/12/2016	012-2025-431.30-63	BLANKET PURCHASE ORDER	94.02	
198945		PI0009 032252	00	10/12/2016	012-2025-431.30-56	BLANKET PURCHASE ORDER	37.13	
199183		PI0040 032252	00	10/12/2016	012-2025-431.30-56	BLANKET PURCHASE ORDER	70.68	
199239		PI0041 032252	00	10/12/2016	012-2025-431.30-56	BLANKET PURCHASE ORDER	44.44	
VENDOR TOTAL *							2,878.56	
0006311	00	CAROLINA SOFTWARE						
62412		PI0076 033819	00	10/12/2016	001-1013-432.20-65	FIELD PURCHASE ORDER	200.00	
VENDOR TOTAL *							200.00	

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VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT

0002675	00	CENTURYLINK (QWEST)						
4027272630	0916PI6800	032006	00	10/12/2016	001-1015-415.20-12	BLANKET PURCHASE ORDER	996.47	
4027279926	0916PI6803	032006	00	09/22/2016	001-1015-415.20-12	BLANKET PURCHASE ORDER	44.46	
4027216223	1016PI0078	033603	00	10/12/2016	001-1015-415.20-12	BLANKET PURCHASE ORDER	78.02	
4027272630	0916PI6801	032006	00	10/12/2016	012-2025-431.20-12	BLANKET PURCHASE ORDER	41.56	
4027279135	0916PI6802	032006	00	10/12/2016	029-2034-466.20-12	BLANKET PURCHASE ORDER	92.92	
VENDOR TOTAL *							1,253.43	
9999999	00	CHAVEZ-MORALES, SELENA						
136813	MORALES 000814		00	10/12/2016	001-0000-202.04-00	SELENA CHAVEZ-MORALES/CRM	100.00	
VENDOR TOTAL *							100.00	
0006417	00	CLINE WILLIAMS WRIGHT JOHNSON						
263075	PI6823	032747	00	10/12/2016	001-1016-412.20-34	BLANKET PURCHASE ORDER	5,264.14	
263075	PI6824	032747	00	10/12/2016	001-1016-412.20-34	BLANKET PURCHASE ORDER	487.50	
263075	PI6825	032747	00	10/12/2016	001-1016-412.20-34	BLANKET PURCHASE ORDER	436.50	
VENDOR TOTAL *							6,188.14	
0006622	00	COAST TO COAST COMPUTER PRODUCTS						
A1542140	PI7010	033675	00	10/12/2016	001-2031-455.30-31	GENERAL	65.97	
VENDOR TOTAL *							65.97	
0003250	00	CONTINENTAL FIRE SPRINKLER CO						
241006	PI6829	033325	00	10/12/2016	001-2026-451.20-99	GENERAL	145.00	
VENDOR TOTAL *							145.00	
0002915	00	CREDIT BUREAU SERVICES INC						
320780	PI6882	032256	00	10/12/2016	001-1209-421.20-99	BLANKET PURCHASE ORDER	4.00	
322590	PI6883	032256	00	10/12/2016	001-1209-421.20-99	BLANKET PURCHASE ORDER	4.00	
324410	PI6884	032256	00	10/12/2016	001-1209-421.20-99	BLANKET PURCHASE ORDER	4.00	
VENDOR TOTAL *							12.00	
0001643	00	CULLIGAN OF OMAHA						
908994	PI6887	032301	00	10/12/2016	001-1209-421.20-99	GENERAL	38.00	
909147	PI6888	032301	00	10/12/2016	001-1209-421.20-99	GENERAL	45.00	
909619	PI0045	032301	00	10/12/2016	001-1209-421.20-99	GENERAL	22.00	
VENDOR TOTAL *							105.00	
0004624	00	DANKO EMERGENCY EQUIPMENT CO						
78968	PI0015	033639	00	10/12/2016	001-1206-422.40-18	GENERAL	369.00	
VENDOR TOTAL *							369.00	
0003493	00	DEMCO INC						
5960137	PI6903	033548	00	10/12/2016	001-2031-455.30-79	GENERAL	140.95	
VENDOR TOTAL *							140.95	
0002897	00	DIERS INC						
356121	PI6859	031974	00	10/12/2016	001-1209-421.20-60	BLANKET PURCHASE ORDER	79.95	
5001042	PI6974	031974	00	10/12/2016	001-1209-421.30-63	BLANKET PURCHASE ORDER	302.58	

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VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0002897 5001070	00	DIERS INC PI0021 031974	00	10/12/2016	001-1209-421.30-63	BLANKET PURCHASE ORDER	107.66	
VENDOR TOTAL *							490.19	
0001313 1933271CR 1932451CR	00	DILLON CHEVROLET FREMONT INC, SID PI0004 031975 PI6860 031975	00	10/12/2016	001-1209-421.30-63 012-2025-431.30-63	BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER	9.08 138.15	
VENDOR TOTAL *							147.23	
0003359 AUG 2016	00	DODGE COUNTY HUMANE SOCIETY PI0044 032300	00	10/12/2016	001-1209-421.20-65	GENERAL	7,083.84	
VENDOR TOTAL *							7,083.84	
0001070 201604666 201604667 201604668	00	DODGE COUNTY REGISTER OF DEEDS PI6979 032007 PI6980 032007 PI6981 032007	00	10/12/2016	001-1003-415.20-33 001-1003-415.20-33 001-1003-415.20-33	BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER	16.00 22.00 16.00	
VENDOR TOTAL *							54.00	
0006357 092516 092516 100216 092516	00	DREWS, DOUGLAS PI0048 032974 PI0046 032916 PI0047 032916 PI0049 032974	00	10/12/2016	001-2026-451.20-99 001-2027-452.20-99 001-2027-452.20-99 001-2027-452.20-99	GENERAL GENERAL GENERAL GENERAL	25.00 474.00 419.00 80.00	
VENDOR TOTAL *							998.00	
0003087 7070815-0 7070815-1 7077860-0 7075006-0 S 132371	00	EAKES OFFICE SOLUTIONS PI6837 033653 PI6839 033653 PI6902 033483 PI6907 033697 PI7016 033773	00	10/12/2016	001-1209-421.30-31 001-1209-421.30-31 001-1209-421.30-31 001-2031-455.30-31 001-2031-455.20-99	GENERAL GENERAL GENERAL GENERAL GENERAL	1,196.80 169.81 752.89 61.98 16.26	
VENDOR TOTAL *							2,197.74	
0006061 20966	00	ELEMETAL FABRICATION LLC PI6978 031992	00	10/12/2016	001-2027-452.30-49	BLANKET PURCHASE ORDER	164.10	
VENDOR TOTAL *							164.10	
0003279 1856402	00	EMERGENCY MEDICAL PRODUCTS INC PI0061 033790	00	10/12/2016	001-1206-422.30-33	GENERAL	426.00	
VENDOR TOTAL *							426.00	
0006149 161191 161216	00	ENGINEERED CONTROLS INC PI7017 033775 PI7018 033775	00	10/12/2016	001-2031-455.20-60 001-2031-455.20-60	GENERAL GENERAL	216.00 108.00	
VENDOR TOTAL *							324.00	
9999999 136832 FRE	00	FREMONT ANTIQUE CAR CLUB ANTI000820	00	10/12/2016	001-0000-202.04-00	FRE ANTIQUE CAR CLUB/CF	500.00	

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9999999	00	FREMONT ANTIQUE CAR CLUB						
136831	FRE ANTI000821		00	10/12/2016	001-2026-347.05-00	FRE ANTIQUE CAR/TABLES	100.00	
VENDOR TOTAL *							600.00	
0001112	00	FREMONT ELECTRIC INC						
37619	PI6865 032024		00	10/12/2016	001-2031-455.20-99	BLANKET PURCHASE ORDER	86.25	
37619	PI6866 032024		00	10/12/2016	001-2031-455.30-49	BLANKET PURCHASE ORDER	8.45	
VENDOR TOTAL *							94.70	
0001107	00	FREMONT HEALTH						
SLS0033790	PI6863 032008		00	10/12/2016	001-1206-422.30-33	BLANKET PURCHASE ORDER	260.22	
VENDOR TOTAL *							260.22	
0003907	00	FREMONT HEALTH CLINIC						
IM329575	091916PI6867 032031		00	10/12/2016	001-1206-422.20-35	BLANKET PURCHASE ORDER	14.00	
VENDOR TOTAL *							14.00	
0001124	00	FREMONT PRINTING CO						
14963	PI6904 033632		00	10/12/2016	001-1209-421.30-35	GENERAL	140.55	
VENDOR TOTAL *							140.55	
0001131	00	FREMONT TRIBUNE						
76777	PI6805 032009		00	10/12/2016	001-1003-415.20-33	BLANKET PURCHASE ORDER	2.24	
76501	PI6864 032009		00	10/12/2016	001-1003-415.20-33	BLANKET PURCHASE ORDER	16.69	
76777	PI6806 032009		00	10/12/2016	001-1015-415.20-33	BLANKET PURCHASE ORDER	2.24	
20250435	PI6918 032009		00	10/12/2016	001-1209-421.20-33	BLANKET PURCHASE ORDER	285.72	
20250932	PI6920 032009		00	10/12/2016	001-1209-421.20-33	BLANKET PURCHASE ORDER	285.72	
76777	PI6807 032009		00	10/12/2016	001-2021-412.20-33	BLANKET PURCHASE ORDER	2.24	
76777	PI6808 032009		00	10/12/2016	001-2024-416.20-33	BLANKET PURCHASE ORDER	2.24	
76777	PI6809 032009		00	10/12/2016	001-2027-452.20-33	BLANKET PURCHASE ORDER	2.27	
20250508	PI6919 032009		00	10/12/2016	001-2027-452.20-33	BLANKET PURCHASE ORDER	286.05	
76777	PI6810 032009		00	10/12/2016	001-2031-455.20-33	BLANKET PURCHASE ORDER	2.24	
20251229	PI6921 032009		00	10/12/2016	001-2031-455.20-33	BLANKET PURCHASE ORDER	285.61	
76346	PI6982 032009		00	10/12/2016	012-2025-431.20-11	BLANKET PURCHASE ORDER	92.99	
76767	PI6804 032009		00	10/12/2016	024-0772-490.20-33	BLANKET PURCHASE ORDER	4.58	
76777	PI6811 032009		00	10/12/2016	029-2034-466.20-33	BLANKET PURCHASE ORDER	2.24	
VENDOR TOTAL *							1,273.07	
0002924	00	FREMONT WASTE TRANSFER						
SEPT 2016	000830		00	10/12/2016	001-1209-421.20-99	SEPT 2016	16.62	
SEPT 2016	000828		00	10/12/2016	001-2027-452.20-99	SEPT 2016	180.70	
SEPT 2016	000829		00	10/12/2016	012-2025-431.20-99	SEPT 2016	642.64	
VENDOR TOTAL *							839.96	
9999999	00	FT ATKINSON MUZZLE LDS						
136786	FT ATKIN000807		00	10/12/2016	001-0000-202.04-00	FT ATKINSON MUZZLE/CF DEP	500.00	
VENDOR TOTAL *							500.00	
0006263	00	GALE/CENGAGE LEARNING INC						

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0006263	00	GALE/CENGAGE LEARNING INC						
58895580		PI6874 032202	00	10/12/2016	001-2031-455.30-51	GENERAL	74.22	
59055351		PI6875 032202	00	10/12/2016	001-2031-455.30-51	GENERAL	98.21	
58970842		PI6991 032202	00	10/12/2016	001-2031-455.30-51	GENERAL	63.75	
VENDOR TOTAL *							236.18	
0001139	00	GERHOLD CONCRETE CO INC						
50424303		PI6790 031981	00	10/12/2016	012-2025-431.30-69	BLANKET PURCHASE ORDER	246.00	
50424447		PI6791 031981	00	10/12/2016	012-2025-431.30-69	BLANKET PURCHASE ORDER	140.94	
50425490		PI6861 031981	00	10/12/2016	012-2025-431.30-69	BLANKET PURCHASE ORDER	287.00	
50425491		PI6909 031981	00	10/12/2016	012-2025-431.30-69	BLANKET PURCHASE ORDER	419.00	
50425985		PI6975 031981	00	10/12/2016	012-2025-431.30-69	BLANKET PURCHASE ORDER	287.00	
50426163		PI0022 031981	00	10/12/2016	012-2025-431.30-69	BLANKET PURCHASE ORDER	204.00	
VENDOR TOTAL *							1,583.94	
0001167	00	HY-VEE						
3042443067		PI6794 031982	00	10/12/2016	001-1206-422.30-79	BLANKET PURCHASE ORDER	19.14	
3039502741		PI6792 031982	00	10/12/2016	001-2029-451.30-41	BLANKET PURCHASE ORDER	128.69	
3039502741		PI6793 031982	00	10/12/2016	001-2029-451.30-49	BLANKET PURCHASE ORDER	5.00	
4304662767		PI6862 031982	00	10/12/2016	001-2031-455.30-41	BLANKET PURCHASE ORDER	24.44	
VENDOR TOTAL *							177.27	
0005752	00	IMA INC - BENEFITS DIVISION						
1057869		PI0069 033645	00	10/12/2016	060-0660-442.70-07	BLANKET PURCHASE ORDER	3,750.00	
VENDOR TOTAL *							3,750.00	
0003084	00	JACK'S UNIFORMS & EQUIPMENT						
62333A		PI6840 033656	00	10/12/2016	001-1209-421.20-11	GENERAL	35.00	
62333A		PI6841 033656	00	10/12/2016	001-1209-421.40-10	GENERAL	714.00	
VENDOR TOTAL *							749.00	
0006220	00	JONES & BARTLETT LEARNING LLC						
3496576		PI7012 033706	00	10/12/2016	001-1206-422.30-51	GENERAL	157.01	
VENDOR TOTAL *							157.01	
0002974	00	KIRKHAM MICHAEL & ASSOCIATES INC						
85517		PI0001 031720	00	10/12/2016	012-2032-431.45-34	GENERAL	789.16	
855176A		PI0002 031721	00	10/12/2016	012-2032-431.45-34	GENERAL	245.24	
VENDOR TOTAL *							1,034.40	
0006608	00	KUBOTA OF OMAHA						
CO100912		PI7005 033659	00	10/12/2016	001-2027-452.30-56	GENERAL	917.02	
CO101076		PI7023 033793	00	10/12/2016	001-2027-452.30-56	GENERAL	8.96	
CO101076		PI7024 033793	00	10/12/2016	001-2027-452.30-79	GENERAL	27.93	
VENDOR TOTAL *							953.91	
0004358	00	LA QUINTA INN AND SUITES - KEARNEY						
6854623		PI0056 033669	00	10/12/2016	001-1209-421.20-13	GENERAL	359.80	
VENDOR TOTAL *							359.80	

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VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0002898	00	LARSEN INTERNATIONAL						
C89272		PI6956 033528	00	10/12/2016	001-1206-422.20-60	GENERAL	71.50	
C89272		PI6957 033528	00	10/12/2016	001-1206-422.30-63	GENERAL	255.63	
C89265		PI0052 033524	00	10/12/2016	001-1206-422.20-60	GENERAL	417.75	
C89265		PI0053 033524	00	10/12/2016	001-1206-422.30-63	GENERAL	355.97	
T82876		PI0016 033649	00	10/12/2016	001-2042-440.30-56	FIELD PURCHASE ORDER	1,048.13	
						VENDOR TOTAL *	2,148.98	
0002671	00	LOGAN CONTRACTORS SUPPLY INC						
L45324		PI6830 033443	00	10/12/2016	012-2025-431.40-50	FIELD PURCHASE ORDER	16,330.00	
						VENDOR TOTAL *	16,330.00	
0003412	00	MAGNUM BUILDERS						
167		PI6950 033113	00	10/12/2016	012-2025-431.20-60	FIELD PURCHASE ORDER	4,962.00	
167		PI6951 033113	00	10/12/2016	012-2025-431.30-49	FIELD PURCHASE ORDER	2,928.00	
						VENDOR TOTAL *	7,890.00	
9999999	00	MANPOWER						
136799		MANPOWER000808	00	10/12/2016	001-0000-202.04-00	MANPOWER/COMM ROOM DEP	100.00	
						VENDOR TOTAL *	100.00	
0001469	00	MCGRATH NORTH MULLIN & KRATZ						
445728		PI6828 033320	00	10/12/2016	001-1016-412.20-34	BLANKET PURCHASE ORDER	80,023.54	
						VENDOR TOTAL *	80,023.54	
0006523	00	MCKESSON MEDICAL-SURGICAL						
86305778		PI0054 033558	00	10/12/2016	001-1206-422.30-33	GENERAL	55.29	
						VENDOR TOTAL *	55.29	
0001229	00	MENARDS - FREMONT						
15802		PI6797 031989	00	10/12/2016	001-1206-422.30-79	BLANKET PURCHASE ORDER	29.06	
16479		PI6976 031989	00	10/12/2016	001-2026-451.30-49	BLANKET PURCHASE ORDER	120.09	
16252		PI6911 031989	00	10/12/2016	001-2027-452.30-33	BLANKET PURCHASE ORDER	5.99	
16252		PI6912 031989	00	10/12/2016	001-2027-452.30-56	BLANKET PURCHASE ORDER	127.94	
16740		PI0068 033584	00	10/12/2016	001-2027-452.30-31	BLANKET PURCHASE ORDER	43.93	
16021		PI6910 031989	00	10/12/2016	001-2031-455.30-79	BLANKET PURCHASE ORDER	287.11	
15529		PI6795 031989	00	10/12/2016	012-2025-431.30-79	BLANKET PURCHASE ORDER	24.02	
15603		PI6796 031989	00	10/12/2016	012-2025-431.30-79	BLANKET PURCHASE ORDER	17.91	
						VENDOR TOTAL *	656.05	
0003436	00	MICROFILM IMAGING SYSTEMS INC						
70438		PI6955 033496	00	10/12/2016	001-2031-419.30-56	GENERAL	6,035.00	
						VENDOR TOTAL *	6,035.00	
0004095	00	MIDWEST TAPE						
94309518		PI6930 032206	00	10/12/2016	001-2031-455.30-51	GENERAL	23.84	
94334812		PI6931 032206	00	10/12/2016	001-2031-455.30-51	GENERAL	25.84	
94334813		PI6932 032206	00	10/12/2016	001-2031-455.30-51	GENERAL	34.84	
94338336		PI6933 032206	00	10/12/2016	001-2031-455.30-51	GENERAL	13.84	

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0004095	00	MIDWEST TAPE						
94341026		PI6934 032206	00	10/12/2016	001-2031-455.30-51	GENERAL	195.97	
94320210		PI6992 032206	00	10/12/2016	001-2031-455.30-51	GENERAL	551.91	
94321588		PI6993 032206	00	10/12/2016	001-2031-455.30-51	GENERAL	35.84	
94321600		PI6994 032206	00	10/12/2016	001-2031-455.30-51	GENERAL	39.84	
						VENDOR TOTAL *	921.92	
0001839	00	MIDWEST TURF & IRRIGATION						
3735333-00		PI6832 033626	00	10/12/2016	001-2027-452.20-99	GENERAL	14.42	
3735333-00		PI6833 033626	00	10/12/2016	001-2027-452.30-56	GENERAL	483.04	
						VENDOR TOTAL *	497.46	
0002421	00	MOORE MEDICAL LLC						
99209992 I		PI6836 033650	00	10/12/2016	001-1206-422.30-33	GENERAL	427.06	
99217495 I		PI6967 033700	00	10/12/2016	001-1206-422.30-33	GENERAL	216.19	
						VENDOR TOTAL *	643.25	
0003942	00	MOTOROLA SOLUTIONS INC						
99244		PI7019 033779	00	10/12/2016	001-1209-421.40-15	GENERAL	3,886.20	
						VENDOR TOTAL *	3,886.20	
0003794	00	NEBRASKA CUSTOM COVER						
48515		PI6953 033397	00	10/12/2016	001-1209-421.30-31	GENERAL	495.00	
32536		PI6977 031991	00	10/12/2016	001-1209-421.30-63	BLANKET PURCHASE ORDER	135.00	
48503		PI0005 031991	00	10/12/2016	001-1209-421.20-60	BLANKET PURCHASE ORDER	110.00	
						VENDOR TOTAL *	740.00	
0003340	00	NEBRASKA DEPT OF AERONAUTICS						
1022084		PI6944 032323	00	10/12/2016	029-2034-466.20-99	BLANKET PURCHASE ORDER	EFT:	1,240.65
1022084		PI6945 032323	00	10/12/2016	029-2034-490.60-02	BLANKET PURCHASE ORDER	EFT:	1,750.00
						VENDOR TOTAL *	.00	2,990.65
0002006	00	NEBRASKA DEPT OF REVENUE						
273392961	0916	PI0025 032028	00	10/12/2016	001-2026-451.20-99	BLANKET PURCHASE ORDER	73.81	
						VENDOR TOTAL *	73.81	
0003977	00	NEBRASKA DEPT OF REVENUE						
13392961	0916	PI0026 032029	00	10/12/2016	001-2029-451.20-99	BLANKET PURCHASE ORDER	45.94	
						VENDOR TOTAL *	45.94	
0003047	00	NEBRASKA DEPT OF ROADS						
0636558		PI0012 032502	00	10/12/2016	012-2032-431.45-20	GENERAL	43,997.24	
0636554		PI0018 033788	00	10/12/2016	012-2032-431.45-20	GENERAL	16,527.84	
						VENDOR TOTAL *	60,525.08	
0006206	00	NEBRASKA ENVIRONMENTAL PRODUCTS						
W00058		PI6968 033702	00	10/12/2016	012-2025-431.30-56	FIELD PURCHASE ORDER	276.88	
						VENDOR TOTAL *	276.88	

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0001596	00	NEBRASKA FURNITURE MART						
94683576		PI6835 033633	00	10/12/2016	001-1209-421.30-79	GENERAL	290.00	
95323529		PI7004 033643	00	10/12/2016	001-2031-455.30-79	GENERAL	144.99	
						VENDOR TOTAL *	434.99	
0005442	00	NEBRASKA IOWA ELECTRICAL COUNCIL						
2016 POSPISIL		PI6831 033514	00	10/12/2016	001-1004-424.20-13	GENERAL	90.00	
						VENDOR TOTAL *	90.00	
0003065	00	NEBRASKA STATEWIDE ARBORETUM						
1366805		PI0065 033508	00	10/12/2016	001-2027-452.20-93	GENERAL	220.00	
1366869		PI0066 033508	00	10/12/2016	001-2027-452.20-93	GENERAL	130.00	
13668697		PI0067 033508	00	10/12/2016	001-2042-440.20-93	GENERAL	130.00	
						VENDOR TOTAL *	480.00	
0001473	00	NMC EXCHANGE LLC						
CUI289965		PI6962 033696	00	10/12/2016	012-2025-431.30-56	FIELD PURCHASE ORDER	1,487.85	
CUI289973		PI6963 033696	00	10/12/2016	012-2025-431.30-56	FIELD PURCHASE ORDER	60.88	
						VENDOR TOTAL *	1,548.73	
0003608	00	NORTHEAST NEBR ECONOMIC DEV DIST						
17345		PI6972 033757	00	10/12/2016	032-0787-490.20-99	BLANKET PURCHASE ORDER	120.00	
						VENDOR TOTAL *	120.00	
0004303	00	NORTHERN SAFETY CO INC						
902103855		PI6842 033661	00	10/12/2016	001-2027-452.20-99	GENERAL	10.70	
902103855		PI6843 033661	00	10/12/2016	001-2027-452.30-79	GENERAL	161.84	
902107633		PI6960 033661	00	10/12/2016	001-2027-452.20-99	GENERAL	10.11	
902107633		PI6961 033661	00	10/12/2016	001-2027-452.30-33	GENERAL	245.86	
						VENDOR TOTAL *	428.51	
0001020	00	O'REILLY AUTOMOTIVE INC						
0397-402498		PI6798 031993	00	10/12/2016	001-1206-422.30-79	BLANKET PURCHASE ORDER	31.98	
0397-402504		PI6799 031993	00	10/12/2016	001-1206-422.30-79	BLANKET PURCHASE ORDER	23.98	
0397-403218		PI6914 031993	00	10/12/2016	001-1206-422.30-63	BLANKET PURCHASE ORDER	237.97	
0397-403358		PI6915 031993	00	10/12/2016	001-1209-421.30-63	BLANKET PURCHASE ORDER	292.31	
0397-404941		PI0006 031993	00	10/12/2016	001-2029-451.30-56	BLANKET PURCHASE ORDER	78.10	
0397-403994		PI6916 031993	00	10/12/2016	001-2030-451.30-49	BLANKET PURCHASE ORDER	43.63	
0397-402348		PI6913 031993	00	10/12/2016	012-2025-431.30-56	BLANKET PURCHASE ORDER	33.08	
0397-404000		PI6917 031993	00	10/12/2016	012-2025-431.30-56	BLANKET PURCHASE ORDER	6.99	
						VENDOR TOTAL *	748.04	
0002888	00	OFFICENET						
846952-0		PI6941 032280	00	10/12/2016	001-1004-424.20-70	BLANKET PURCHASE ORDER	33.35	
C 843346-0		PI6965 033699	00	10/12/2016	001-1004-424.30-31	GENERAL	1.50-	
845879-0		PI6966 033699	00	10/12/2016	001-1004-424.30-31	GENERAL	196.42	
846009-0		PI6927 032091	00	10/12/2016	001-1013-432.20-60	FIELD PURCHASE ORDER	80.00	
846009-0		PI6928 032091	00	10/12/2016	001-1013-432.30-79	FIELD PURCHASE ORDER	133.29	
846232-0		PI7015 033714	00	10/12/2016	001-1206-422.30-31	GENERAL	55.98	

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0002888	00	OFFICENET						
847337-0		PI0043 032281	00	10/12/2016	001-1206-422.20-95	BLANKET PURCHASE ORDER	126.28	
845381-0		PI6949 033052	00	10/12/2016	001-1209-421.30-31	GENERAL	66.03	
847340-0		PI0042 032255	00	10/12/2016	001-1209-421.20-70	BLANKET PURCHASE ORDER	125.00	
846122-0		PI0055 033654	00	10/12/2016	001-1209-421.30-31	GENERAL	8.99	
846952-0		PI6942 032280	00	10/12/2016	001-1305-430.20-70	BLANKET PURCHASE ORDER	33.36	
847341-0		PI0038 032229	00	10/12/2016	001-2029-451.20-70	BLANKET PURCHASE ORDER	67.95	
846954-0		PI6940 032228	00	10/12/2016	001-2031-455.20-70	BLANKET PURCHASE ORDER	39.53	
845476-0		PI0057 033676	00	10/12/2016	001-2031-455.30-31	GENERAL	160.87	
						VENDOR TOTAL *	1,125.55	
0005674	00	OLSSON ASSOCIATES						
256898		PI0014 033221	00	10/12/2016	012-2032-431.45-20	GENERAL	4,092.20	
						VENDOR TOTAL *	4,092.20	
0001625	00	OTIS ELEVATOR COMPANY						
CO65208A16		PI0074 033764	00	10/12/2016	001-1209-421.20-65	GENERAL	143.57	
						VENDOR TOTAL *	143.57	
0005755	00	OVERDRIVE INC						
1419-000417317		PI6939 032210	00	10/12/2016	001-2031-455.30-51	GENERAL	76.00	
						VENDOR TOTAL *	76.00	
0005198	00	PARR CONSTRUCTION						
792		PI6959 033642	00	10/12/2016	001-2031-455.40-13	GENERAL	2,500.00	
						VENDOR TOTAL *	2,500.00	
0006314	00	PEST PRO'S INC						
TRASTA 092016		PI6929 032093	00	10/12/2016	001-1013-432.20-99	FIELD PURCHASE ORDER	25.00	
						VENDOR TOTAL *	25.00	
0001279	00	PETTY CASH						
093016		PI6983 032016	00	10/12/2016	001-1209-421.30-79	BLANKET PURCHASE ORDER	30.00	
093016		PI6984 032016	00	10/12/2016	001-2027-452.30-56	BLANKET PURCHASE ORDER	1.85	
						VENDOR TOTAL *	31.85	
9999999	00	PHILLIPPE, MARY						
136837		PHILLIPP000822	00	10/12/2016	001-0000-202.04-00	MARY PHILLIPPE/CF MTG RM	100.00	
						VENDOR TOTAL *	100.00	
0006436	00	PINNACLE BANK - VISA						
889267		BAINBRIDPI0070 033665	00	10/12/2016	001-1206-422.20-13	GENERAL	138.03	
						VENDOR TOTAL *	138.03	
0005545	00	PLATTE MECHANICAL INC						
19799		PI0050 033390	00	10/12/2016	001-2026-451.20-60	GENERAL	343.75	
19799		PI0051 033390	00	10/12/2016	001-2026-451.30-56	GENERAL	55.65	
						VENDOR TOTAL *	399.40	

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0002919	00	PLATTE VALLEY EQUIPMENT LLC						
712541		PI0007 031994	00	10/12/2016	001-2027-452.30-56	BLANKET PURCHASE ORDER	51.79	
652136		PI0077 031994	00	10/12/2016	001-2042-440.30-56	BLANKET PURCHASE ORDER	5.83	
						VENDOR TOTAL *	57.62	
0006211	00	PRAIRIE MECHANICAL CORP						
27389		PI6964 033698	00	10/12/2016	001-2031-455.20-60	GENERAL	190.00	
27526		PI0062 033813	00	10/12/2016	001-2031-455.20-60	GENERAL	332.50	
						VENDOR TOTAL *	522.50	
0006199	00	PREMIER STAFFING INC						
8404		PI6925 032027	00	10/12/2016	001-1002-415.20-35	BLANKET PURCHASE ORDER	30.00	
8364		PI6812 032027	00	10/12/2016	001-1206-422.20-35	BLANKET PURCHASE ORDER	30.00	
8363		PI6834 033628	00	10/12/2016	001-1209-421.20-99	BLANKET PURCHASE ORDER	473.60	
8404		PI6926 032027	00	10/12/2016	001-1209-421.20-35	BLANKET PURCHASE ORDER	30.00	
8403		PI6958 033628	00	10/12/2016	001-1209-421.20-99	BLANKET PURCHASE ORDER	495.80	
8447		PI0024 032027	00	10/12/2016	001-1209-421.20-35	BLANKET PURCHASE ORDER	30.00	
8364		PI6813 032027	00	10/12/2016	001-2031-455.20-35	BLANKET PURCHASE ORDER	30.00	
8403		PI0058 033771	00	10/12/2016	001-2031-455.20-99	BLANKET PURCHASE ORDER	275.40	
8446		PI0059 033771	00	10/12/2016	001-2031-455.20-99	BLANKET PURCHASE ORDER	344.25	
						VENDOR TOTAL *	1,739.05	
0003505	00	RECORDED BOOKS INC						
75405532		PI6935 032207	00	10/12/2016	001-2031-455.30-51	GENERAL	113.80	
75405533		PI6936 032207	00	10/12/2016	001-2031-455.30-51	GENERAL	36.54	
75406936		PI6937 032207	00	10/12/2016	001-2031-455.30-51	GENERAL	176.96	
75410514		PI6938 032207	00	10/12/2016	001-2031-455.30-51	GENERAL	56.90	
75405214		PI6995 032207	00	10/12/2016	001-2031-455.30-51	GENERAL	508.79	
						VENDOR TOTAL *	892.99	
0003726	00	RESERVE ACCOUNT						
23061773	0916	PI6947 032409	00	10/12/2016	001-2031-455.20-11	GENERAL	800.00	
						VENDOR TOTAL *	800.00	
0005360	00	S & S LOCKSMITH						
8461		PI7013 033709	00	10/12/2016	001-2031-455.20-99	GENERAL	60.00	
8461		PI7014 033709	00	10/12/2016	001-2031-455.30-79	GENERAL	149.50	
						VENDOR TOTAL *	209.50	
0001305	00	SAWYER GAS N WASH INC						
92816-20		PI0023 031996	00	10/12/2016	001-1209-421.20-99	BLANKET PURCHASE ORDER	25.40	
						VENDOR TOTAL *	25.40	
0001306	00	SCOTT ELECTRIC INC						
28147		PI6948 033051	00	10/12/2016	001-1209-421.30-48	GENERAL	1,500.00	
						VENDOR TOTAL *	1,500.00	
0003036	00	SHAFFER COMMUNICATIONS INC						
16-1570		PI6952 033386	00	10/12/2016	012-2025-431.30-65	FIELD PURCHASE ORDER	534.25	

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0003036 16-1525	00	SHAFFER COMMUNICATIONS INC PI7022 033786	00	10/12/2016	012-2025-431.20-60	FIELD PURCHASE ORDER	18.75	
VENDOR TOTAL *							553.00	
9999999 136793 ST PAUL	00	ST PAUL CHURCH 000809	00	10/12/2016	001-0000-202.04-00	ST PAUL CHURCH/KEY DEP	30.00	
VENDOR TOTAL *							30.00	
0003375 1029423	00	STATE OF NEBRASKA - CELLULAR PI6954 033432	00	10/12/2016	001-1209-421.20-99	GENERAL	13.00	
VENDOR TOTAL *							13.00	
0005078 OCT 2016 OCT 2016	00	SUN LIFE FINANCIAL PI0072 033748 PI0073 033748	00	10/12/2016 10/12/2016	060-0660-442.70-06 060-0660-442.70-08	BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER	3,616.36 4,310.49	
VENDOR TOTAL *							7,926.85	
0004409 50	00	THREE RIVERS LIBRARY SYSTEM PI6969 033703	00	10/12/2016	001-2031-455.20-13	GENERAL	10.00	
VENDOR TOTAL *							10.00	
0001339 31973 31978	00	TIMME WELDING & SUPPLY LLC PI6999 033140 PI7000 033140	00	10/12/2016 10/12/2016	001-1015-415.20-45 001-1015-415.20-45	GENERAL GENERAL	427.00 450.00	
VENDOR TOTAL *							877.00	
0004571 28736 092616	00	UNMC CNTR FOR CONTINUING EDUCATION PI7003 033635	00	10/12/2016	001-1209-421.30-35	GENERAL	10.00	
VENDOR TOTAL *							10.00	
0003878 P19797	00	VAN KEPPEL LLC, SCOTT PI7011 033690	00	10/12/2016	012-2025-431.30-56	FIELD PURCHASE ORDER	362.00	
VENDOR TOTAL *							362.00	
0003337 4654933 4654933 4654996 4654996 4654996 4654996 4654824 4654996 4654933 4654933	00	WASTE CONNECTIONS INC PI0033 032225 PI0034 032225 PI0027 032198 PI0028 032198 PI0029 032198 PI0030 032198 PI0037 032226 PI0031 032198 PI0035 032225 PI0036 032225	00	10/12/2016 10/12/2016 10/12/2016 10/12/2016 10/12/2016 10/12/2016 10/12/2016 10/12/2016 10/12/2016 10/12/2016 10/12/2016	001-1206-422.20-99 001-1209-421.20-99 001-2026-451.20-99 001-2027-452.20-99 001-2029-451.20-99 001-2030-451.20-99 001-2031-455.20-99 001-2042-440.20-99 012-2025-431.20-99 012-2025-431.20-99	BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER GENERAL GENERAL GENERAL GENERAL BLANKET PURCHASE ORDER GENERAL BLANKET PURCHASE ORDER FIELD PURCHASE ORDER	157.70 204.19 572.67 432.97 266.00 106.00 66.92 63.52 165.95 25.92	
VENDOR TOTAL *							2,061.84	
0005116 1963	00	WIESE PLUMBING & EXCAVATING INC PI6924 032025	00	10/12/2016	001-2027-452.20-60	BLANKET PURCHASE ORDER	50.00	

BANK: 00

VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0005116	00	WIESE PLUMBING & EXCAVATING INC						
1949	PI6922	032025	00	10/12/2016	001-2028-451.20-60	BLANKET PURCHASE ORDER	250.00	
1949	PI6923	032025	00	10/12/2016	001-2028-451.30-32	BLANKET PURCHASE ORDER	32.70	
						VENDOR TOTAL *	332.70	
9999999	00	WISEMAN, JON						
136798	WISEMAN	000810	00	10/12/2016	001-0000-202.04-00	JON WISEMAN/KEY DEPOSIT	30.00	
						VENDOR TOTAL *	30.00	
0005115	00	WRIGHT, NANCY L						
092716	PI6946	032331	00	10/12/2016	001-1209-421.20-99	GENERAL	31.25	
						VENDOR TOTAL *	31.25	
			00	General Fund		BANK TOTAL *	305,840.11	2,990.65

PROGRAM: GM339L

AS OF: 10/12/2016

PAYMENT DATE: 10/12/2016

City of Fremont

Employee Benefits

BANK: 01

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0005708	00	REGIONAL CARE INC						
10/05/16	MANUAL000005		01	10/05/2016	060-0660-442.70-01	10/05/16 MANUAL CLAIMS	CHECK #: 100827	87,907.70
10/05/16	MANUAL000006		01	10/05/2016	060-0660-443.70-01	10/05/16 MANUAL CLAIMS	CHECK #: 100827	6,285.53
						VENDOR TOTAL *	.00	94,193.23
0003405	00	WORKERS' COMPENSATION FUND						
42644	MANUAL	000004	01	10/05/2016	061-0000-101.12-00	09/30/16 CLAIMS	CHECK #: 100828	14,520.46
						VENDOR TOTAL *	.00	14,520.46
			01	Employee Benefits		BANK TOTAL *	.00	108,713.69

PROGRAM: GM339L

AS OF: 10/12/2016

PAYMENT DATE: 10/12/2016

City of Fremont

CDBG Clearing

BANK: 08

VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0003608	00	NORTHEAST NEBR ECONOMIC DEV DIST						
17289	PI6787	030767	08	10/12/2016	031-0782-465.20-99	BLANKET PURCHASE ORDER	75.00	
17312	PI6788	031155	08	10/12/2016	031-0782-465.20-99	BLANKET PURCHASE ORDER	120.00	
17340	PI6819	032397	08	10/12/2016	031-0782-465.20-99	BLANKET PURCHASE ORDER	315.00	
17343	PI6820	032397	08	10/12/2016	031-0782-465.20-99	BLANKET PURCHASE ORDER	3,408.27	
17337	PI6821	032511	08	10/12/2016	031-0782-465.20-99	BLANKET PURCHASE ORDER	2,790.00	
17331	PI6822	032511	08	10/12/2016	031-0782-465.20-99	BLANKET PURCHASE ORDER	60.00	
17324	PI6826	032775	08	10/12/2016	031-0782-465.20-99	BLANKET PURCHASE ORDER	960.00	
						VENDOR TOTAL *	7,728.27	
0006625	00	SHILOH CENTER						
136	PI0071	033694	08	10/12/2016	031-0782-465.70-00	BLANKET PURCHASE ORDER	1,430.00	
						VENDOR TOTAL *	1,430.00	
0006628	00	VRANA, BRIAN M						
J16-0930	PI0063	033814	08	10/12/2016	031-0782-465.70-00	BLANKET PURCHASE ORDER	613.19	
						VENDOR TOTAL *	613.19	
		08 CDBG Clearing				BANK TOTAL *	9,771.46	

BANK: 09

VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0001759 7452436	00	ATS "THE BEEPER PEOPLE" PI6885 032285	09	10/12/2016	033-0789-421.20-12	BLANKET PURCHASE ORDER	329.40	
VENDOR TOTAL *							329.40	
0002675 402D250400 4027210396 4027272600 4027272600 4026440105 4026440105	00	CENTURYLINK (QWEST) 0916PI6889 032386 0916PI6896 033303 0916PI6897 033344 0916PI6898 033344 0916PI6899 033345 0916PI6900 033345	09	10/12/2016	033-0789-421.20-12	BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER	784.19 96.24 12.88 79.11 899.95 899.96	
VENDOR TOTAL *							2,772.33	
0005074 99246	00	D&D COMMUNICATIONS PI7001 033342	09	10/12/2016	033-0789-421.40-90	BLANKET PURCHASE ORDER	1,675.00	
VENDOR TOTAL *							1,675.00	
0003087 7070815-0	00	EAKES OFFICE SOLUTIONS PI6838 033653	09	10/12/2016	033-0789-421.30-31	GENERAL	397.71	
VENDOR TOTAL *							397.71	
0000930 9926520001	00	GREAT PLAINS COMMUNICATIONS INC 0916PI6886 032286	09	10/12/2016	033-0789-421.20-12	BLANKET PURCHASE ORDER	92.32	
VENDOR TOTAL *							92.32	
0003745 2016 FALL CONF	00	NEBRASKA EMERGENCY SERVICES PI7020 033784	09	10/12/2016	033-0789-421.20-13	BLANKET PURCHASE ORDER	190.00	
VENDOR TOTAL *							190.00	
0006620 42793	00	NEW VICTORIAN INN & SUITES KEARNEY PI7002 033537	09	10/12/2016	033-0789-421.20-13	BLANKET PURCHASE ORDER	54.99	
VENDOR TOTAL *							54.99	
0003420 2696300 2696301	00	RAMADA INN KEARNEY PI6970 033716 PI6971 033716	09	10/12/2016	033-0789-421.20-13	BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER	150.00 150.00	
VENDOR TOTAL *							300.00	
0005299 XT1900116	00	SLEUTH SOFTWARE PI7021 033785	09	10/12/2016	033-0789-421.40-99	BLANKET PURCHASE ORDER	3,920.00	
VENDOR TOTAL *							3,920.00	
0003375 1029477	00	STATE OF NEBRASKA - CELLULAR PI6943 032284	09	10/12/2016	033-0789-421.20-12	BLANKET PURCHASE ORDER	768.00	
VENDOR TOTAL *							768.00	
09 E911 BANK TOTAL *							10,499.75	

PROGRAM: GM339L

AS OF: 10/12/2016

PAYMENT DATE: 10/12/2016

City of Fremont

Community Development Agency of COF

BANK: 13

VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0005221	00	EAGLE DISTRIBUTING						
6668	08/2016	000824	13	10/12/2016	017-0730-465.60-05	TCK LEAS - TIF	29,478.28	
VENDOR TOTAL *							29,478.28	
0005065	00	FREMONT CONTRACT CARRIERS INC						
6669	08/2016	000823	13	10/12/2016	017-0730-465.60-05	JAKK INV - TIF	44,317.97	
VENDOR TOTAL *							44,317.97	
0005219	00	LOGGER INVESTMENTS						
6667	08/2016	000825	13	10/12/2016	017-0730-465.60-05	LOGGER - TIF	12,074.51	
VENDOR TOTAL *							12,074.51	
0005084	00	MDI LIMITED PARTNERSHIP #36						
6666	08/2016	000826	13	10/12/2016	017-0730-465.60-05	MDI - TIF	13,440.29	
VENDOR TOTAL *							13,440.29	
13 Community Development Agency of COF BANK TOTAL *							99,311.05	
HAND ISSUED TOTAL ***								108,713.69
EFT/EPAY TOTAL ***								2,990.65
TOTAL EXPENDITURES ****							425,422.37	111,704.34
GRAND TOTAL *****								537,126.71

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: TYLER FICKEN, CITY CLERK

DATE: October 6, 2016

SUBJECT: GIPH Restaurants, LLC dba Pizza Hut, 1781 East 23rd Street

Recommendation: 1. Move to approve Resolution by recommending approval of new liquor license manager application of Mark G Sulzle for GIPH Restaurants, LLC dba Pizza Hut, 1781 East 23rd Street.

Background: After holding a public hearing, Council will need to make a recommendation to the Nebraska Liquor Control Commission regarding the application.

The Resolution presented to Council requires a choice to be made. Council can recommend approval, no recommendation, no recommendation with stipulations or denial. Once a motion to amend the Resolution choosing one of the options has been made, then Council will need to approve the Resolution, as amended.



Fremont Police Department

Incident Narrative

2016003126

On 09/21/2016 I received a new manager application regarding Mark G. Sulzle of York, NE. Sulzle has applied for a management position at the Pizza Hut located at 1781 East 23rd Street. He has worked at various Pizza Hut locations since 1981. His previous work experience includes being an "area coach" at Pizza Hut restaurants in York, Columbus, Albion, Schuyler, and David City. He has also completed leadership training in 2016. Our department has not had any previous contacts with Sulzle and I see no reason to deny his application.

Lt. Ed Watts
#Lt3



Pete Ricketts
Governor

STATE OF NEBRASKA

NEBRASKA LIQUOR CONTROL COMMISSION

Robert B. Rupe
Executive Director

301 Centennial Mall South, 5th Floor
P.O. Box 95046
Lincoln, Nebraska 68509-5046
Phone (402) 471-2571

Fax (402) 471-2814 or (402) 471-2374

TRS USER 800 833-7352 (TTY)

web address: <http://www.lcc.ne.gov/>

MANAGER RECOMMENDATION

DATE: September 14, 2016
TO: CITY CLERK OF FREMONT

E-MAIL: tyler.ficken@fremontne.gov

MANAGER: MARK G SULZLE

LICENSEE: GIPH RESTAURANT, LLC DBA PIZZA HUT OF FREMONT
LICENSE #: A-6165
DUE DATE: October 31, 2016

Attached is a copy of a new manager application submitted to Nebraska Liquor Control Commission. Please complete the following to submit your recommendation. Send back to Tracy Burmeister at tracy.burmeister@nebraska.gov or fax to (402) 471-2814, with questions call (402) 471-2572.

- _____ APPROVED
- _____ NO LOCAL RECOMMENDATION
- _____ DENIED

COMMENTS: _____

(May attach minutes and/or additional notes)

CLERKS SIGNATURE: _____

DATE: _____



1600017504

Janice M. Wiebusch
Commissioner

Robert Batt
Chairman

Bruce Bailey
Commissioner

**MANAGER APPLICATION
INSERT - FORM 3c**

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

Office Use

RECEIVED
SEP 14 2016
NEBRASKA LIQUOR
CONTROL COMMISSION

MUST BE:

- ✓ Citizen of the United States. Include copy of US birth certificate, naturalization paper or current US passport
- ✓ Nebraska resident. Include copy of voter registration card or print out document from Secretary of State website
- ✓ Fingerprinted. See form 147 for further information, read form carefully to avoid delays in processing, this form **MUST** be included with your application
- ✓ 21 years of age or older

Corporation/LLC information

Name of Corporation/LLC: GIPH Restaurant, LLC

Premises information

Liquor License Number: A6165 Class Type A (if new application leave blank)

Premises Trade Name/DBA: Pizza Hut of Fremont

Premises Street Address: 1781 E 23rd St

City: Fremont County: Dodge Zip Code: 68025

Premises Phone Number: 402-721-1212

Premises Email address: kabraham@staabmgt.com

The individual whose name is listed as a corporate officer or managing member as reported on insert form 3a or 3b or listed with the Commission. To see authorized officers or members search your license information here.



SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER

(Faxed signatures are acceptable)

Manager's information must be completed below PLEASE PRINT CLEARLY

Last Name: Sulzle First Name: Mark MI: G

Home Address: [REDACTED]

City: York County: York Zip Code: 68467

Home Phone Number: [REDACTED] RECEIVED

Driver's License Number & State: [REDACTED] SEP 14 2016

Social Security Number: [REDACTED] NEBRASKA LIQUOR

Date Of Birth: [REDACTED] Place Of Birth: [REDACTED] MISSION

Email address: [REDACTED]

Are you married? If yes, complete spouse's information (Even if a spousal affidavit has been submitted)

YES NO

Spouse's information

Spouses Last Name: Sulzle First Name: Jeanne MI: M

Social Security Number: [REDACTED]

Driver's License Number & State: [REDACTED]

Date Of Birth: [REDACTED] Place Of Birth: [REDACTED]

APPLICANT & SPOUSE MUST LIST RESIDENCE(S) FOR THE PAST TEN (10) YEARS

APPLICANT

SPOUSE

CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
York, NE	1996	Present	York, NE	1996	Present

MANAGER'S LAST TWO EMPLOYERS

YEAR FROM TO		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
1981	Present	Pizza Hut	Dave Staab	308-382-1053

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.

Must be completed by both applicant and spouse, unless spouse has filed an affidavit of non-participation.

Has anyone who is a party to this application, or their spouse, **EVER** been convicted of or plead guilty to any charge. Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea; include traffic violations. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name. Commission must be notified of any arrests and/or convictions that may occur after the date of signing this application.

RECEIVED

YES NO

SEP 14 2016

If yes, please explain below or attach a separate page.

NEBRASKA LIQUOR CONTROL COMMISSION

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (City & State)	Description of Charge	Disposition

2. Have you or your spouse ever been approved or made application for a liquor license in Nebraska or any other state?

YES NO

IF YES, list the name of the premise(s):

Columbus PH, Albion PH, W.R. PH, David City PH, Schuyler PH, Iowa PH

3. Do you, as a manager, qualify under Nebraska Liquor Control Act (§§3-131.01) and do you intend to supervise, in person, the management of the business?

YES NO

4. List the alcohol related training and/or experience (when and where) of the person making application.

*NLCC Training Certificate Issued: ? Name on Certificate: Mark Sulzle

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
Mark Sulzle	2016	Leadership Training
		RECEIVED
		SEP 14 2016
		NEBRASKA LIQUOR CONTROL COMMISSION

*For list of NLCC Certified Training Programs see [training](#)

Experience:

Applicant Name / Job Title	Date of Employment:	Name & Location of Business:
Mark Sulzle Area Coach	1981	York, NE Pizza Hut
Mark Sulzle Area Coach	1995	Columbus, NE Pizza Hut
Mark Sulzle Area Coach	2011	Albion, NE Pizza Hut
Mark Sulzle Area Coach	2016	Schuyler, NE Pizza Hut
Mark Sulzle Area Coach	2016	David City, NE Pizza Hut

5. Have you enclosed form 147 regarding fingerprints?

YES NO

*On file w/ David City, NE PH
Schuyler, NE PH
Shrora NE PH*

PERSONAL OATH AND CONSENT OF INVESTIGATION

The above individual(s), being first duly sworn upon oath, deposes and states that the undersigned is the applicant and/or spouse of applicant who makes the above and foregoing application that said application has been read and that the contents thereof and all statements contained therein are true. If any false statement is made in any part of this application, the applicant(s) shall be deemed guilty of perjury and subject to penalties provided by law. (Sec §53-131.01) Nebraska Liquor Control Act.

The undersigned applicant hereby consents to an investigation of his/her background including all records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant and spouse waive any rights or causes of action that said applicant or spouse may have against the Nebraska Liquor Control Commission and any other individual disclosing or releasing said information to the Nebraska Liquor Control Commission. If spouse has **NO** interest directly or indirectly, a spousal affidavit of non participation may be attached.

The undersigned understand and acknowledge that any license issued, based on the information submitted in this application, is subject to cancellation if the information contained herein is incomplete, inaccurate, or fraudulent.

Mark Sulzle
Signature of Manager Applicant

Jeanne Sulzle
Signature of Spouse

SEP 14 2016

NEBRASKA LIQUOR CONTROL COMMISSION

ACKNOWLEDGEMENT

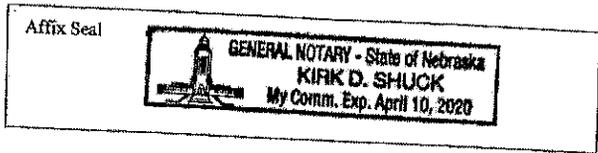
State of Nebraska
County of Hall

The foregoing instrument was acknowledged before me this

9-12-2016
date

by Mark Sulzle Jeanne Sulzle
name of person acknowledged

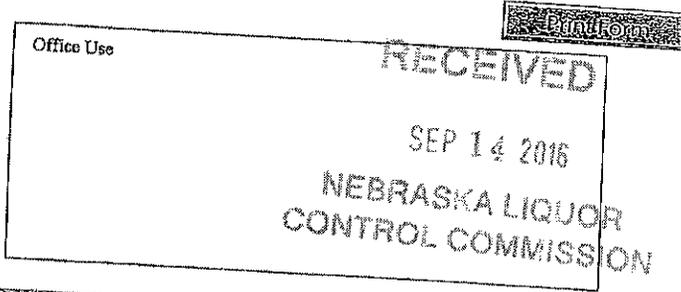
Kirk D. Shuck
Notary Public signature



In compliance with the ADA, this application is available in other formats for persons with disabilities. A ten day advance period is required in writing to produce the alternate format.

**SPOUSAL AFFIDAVIT OF
NON PARTICIPATION INSERT**

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.ne.gov



I acknowledge that I am the spouse of a liquor license holder. My signature below confirms that I will have not have an interest, directly or indirectly, in the operation or profit of the business (Sec. 125(3)) of the Liquor Control Act. I will not tend bar, make sales, serve patrons, stock shelves, write checks, get invoices or represent myself as the owner or in any way participate in the day-to-day operations of this business, in any capacity. I understand my fingerprint will not be required; however, I am obligated to sign and disclose any information on all applications needed to process this application.

Jeanne Sulzle
Signature of spouse asking for waiver
(Spouse of individual listed below)

Jeanne Sulzle
Printed name of spouse asking for waiver

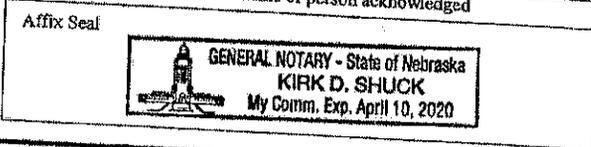
State of Nebraska

County of Hall

9-12-2016
date

Kirk D. Shuck
Notary Public signature

The foregoing instrument was acknowledged before me this
by Jeanne Sulzle
name of person acknowledged



I acknowledge that I am the spouse of the above listed individual. I understand and my spouse and I are responsible for compliance with the conditions set forth above. If it is determined that the above individual has violated (Sec. 125(3)) the Commission may cancel or revoke the liquor license.

Mark Sulzle
Signature of individual involved with application
(Spouse of individual listed above)

Mark Sulzle
Printed name of applying individual

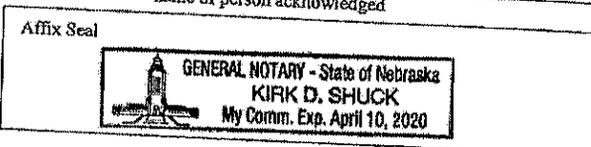
State of Nebraska

County of Hall

9-12-2016
date

Kirk D. Shuck
Notary Public signature

The foregoing instrument was acknowledged before me this
by Mark Sulzle
name of person acknowledged



In compliance with the ADA, this spousal affidavit of non participation is available in other formats for persons with disabilities. A ten day advance period is requested in writing to produce the alternate format.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREMONT, NEBRASKA CONSIDERING THE APPLICATION FOR NEW LIQUOR LICENSE MANAGER OF MARK G. SULZLE FOR GIPH RESTAURANTS, LLC DBA PIZZA HUT, 1781 EAST 23RD STREET, FREMONT, NEBRASKA.

WHEREAS, an application was filed by Mark G. Sulzle of GIPH Restaurants, LLC dba Pizza Hut, 1781 East 23rd Street, Fremont, Nebraska for a new liquor license manager, and,

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF FREMONT, NEBRASKA, that:

- o The City of Fremont hereby recommends approval of the above identified new liquor license manager application.
- o The City of Fremont hereby makes no recommendation as to the above identified new liquor license manager application.
- o The City of Fremont hereby makes no recommendation as to the above identified new liquor license manager application with the following stipulations:

The City of Fremont hereby recommends denial of the above identified new liquor license manager application for the following reasons:

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: October 6, 2016

SUBJECT: La Hacienda, Manager Application

Recommendation: 1. Move to approve Resolution by recommending approval of new liquor license manager application of Elizabeth Salguero for La Hacienda, 3140 E. Elk Lane.

Background: Council will need to make a recommendation to the Nebraska Liquor Control Commission regarding the application.

The Resolution presented to Council requires a choice to be made. Council can recommend approval, no recommendation, no recommendation with stipulations or denial. Once a motion to amend the Resolution choosing one of the options has been made, then Council will need to approve the Resolution, as amended.



Fremont Police Department Incident Narrative 2016003127

On 09/26/2016 I received a new manager application regarding Elizabeth D. Salguero. She is applying for a management position at the La Hacienda restaurant at 3140 E. Elk Lane. Her work experience includes supervisor positions at Jake's City Grill in Minnesota and at the La Hacienda. Our department has not had any previous contacts with Salguero and I see no reason at this time to deny her application.

Lt. Ed Watts
#LT3



Pete Ricketts
Governor

STATE OF NEBRASKA

NEBRASKA LIQUOR CONTROL COMMISSION

Robert B. Rupe

Executive Director

301 Centennial Mall South, 5th Floor

P.O. Box 95046

Lincoln, Nebraska 68509-5046

Phone (402) 471-2571

Fax (402) 471-2814 or (402) 471-2374

TRS USER 800 833-7352 (TTY)

web address: <http://www.lcc.ne.gov/>

MANAGER RECOMMENDATION

DATE: September 23, 2016

TO: City Clerk of Fremont

E-MAIL: tyler.ficken@fremontne.gov

MANAGER: Elizabeth D Salguero

LICENSEE: La Hacienda Mexican Restaurant LLC

LICENSE #: I-098882

DUE DATE: November 7, 2016

Attached is a copy of a new manager application submitted to Nebraska Liquor Control Commission. Please complete the following to submit your recommendation. Send back to Tracy Burmeister at tracy.burmeister@nebraska.gov or fax to (402) 471-2814, with questions call (402) 471-2572.

_____ APPROVED

_____ NO LOCAL RECOMMENDATION

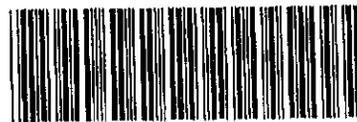
_____ DENIED

COMMENTS: _____

_____ (May attach minutes and/or additional notes)

CLERKS SIGNATURE: _____

DATE: _____



1600018249

Janice M. Wiebusch
Commissioner

Robert Batt
Chairman

Bruce Bailey
Commissioner

Attention:

Tyler

15 pages

402.727.2667

**MANAGER APPLICATION
INSERT - FORM 3c**

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

Office Use

RECEIVED

SEP 16 2016

NEBRASKA LIQUOR
CONTROL COMMISSION

MUST BE:

- ✓ Citizen of the United States. Include copy of US birth certificate, naturalization paper or current US passport
- ✓ Nebraska resident. Include copy of voter registration card or print out document from Secretary of State website
- ✓ Fingerprinted. See form 147 for further information, read form carefully to avoid delays in processing, this form **MUST** be included with your application
- ✓ 21 years of age or older

Corporation/LLC information

Name of Corporation/LLC: La Hacienda Mexican Restaurant LLC

Premise information

Liquor License Number: 098882 Class Type I (if new application leave blank)

Premise Trade Name/DBA: La Hacienda

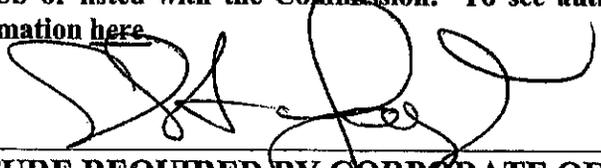
Premise Street Address: 3140 E Elk Ln.

City: Fremont County: Dodge Zip Code: 68025

Premise Phone Number: (402) 721-9909

Premise Email address: lahaciendafremont@yahoo.com

The individual whose name is listed as a corporate officer or managing member as reported on insert form 3a or 3b or listed with the Commission. To see authorized officers or members search your license information [here](#)



SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER
(Faxed signatures are acceptable)

Manager's information must be completed below PLEASE PRINT CLEARLY RECEIVED

SEP 16 2016 MF: D

Last Name: Salguero First Name: Elizabeth

Home Address: [REDACTED]

NEBRASKA LIQUOR CONTROL COMMISSION

City: [REDACTED] County: Douglas Zip Code: 68064

Home Phone Number: [REDACTED]

Driver's License Number & State: [REDACTED] - NEBRASKA

Social Security Number: [REDACTED]

Date Of Birth: [REDACTED] Place Of Birth: [REDACTED]

Email address: [REDACTED]

Are you married? If yes, complete spouse's information (Even if a spousal affidavit has been submitted)

YES NO

Spouse's information

Spouses Last Name: Salguero Lopez First Name: Jose MI: G

Social Security Number: N/A

Driver's License Number & State: N/A

Date Of Birth: [REDACTED] Place Of Birth: [REDACTED]

APPLICANT & SPOUSE MUST LIST RESIDENCE(S) FOR THE PAST TEN (10) YEARS
 APPLICANT SPOUSE

CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
Valley, NE	2015	Current	Valley, NE	2015	Current
Pegquot Lakes, MN	2013	2015	Pegquot Lakes, MN	2013	2015
Maple Plain, MN	2013	2013	Maple Plain, MN	2013	2013
Pegquot Lakes, MN	2012	2012	Pegquot Lakes, MN	2012	2012
Fergus Falls, MN	2011	2012	Fergus Falls, MN	2011	2012
Pegquot Lakes, MN	1994	2011	Pegquot Lakes, MN	2010	2011
			Los Naranjos, El Salvador	2010	1990

MANAGER'S LAST TWO EMPLOYERS

YEAR FROM TO		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2014	2016	Jax's City Grille	Brady Noble	218-454-7100
2011	2014	El Tequila	Sergio Barajas	218-330-7576

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SEP 16 2016

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.

Must be completed by both applicant and spouse, unless spouse has filed an affidavit of non-participation.

NEBRASKA LIQUOR CONTROL COMMISSION

Has anyone who is a party to this application, or their spouse, EVER been convicted of or plead guilty to any charge. Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea, include traffic violations. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name. Commission must be notified of any arrests and/or convictions that may occur after the date of signing this application.

YES NO

If yes, please explain below or attach a separate page.

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (City & State)	Description of Charge	Disposition

2. Have you or your spouse ever been approved or made application for a liquor license in Nebraska or any other state?

YES NO

IF YES, list the name of the premise(s):

3. Do you, as a manager, qualify under Nebraska Liquor Control Act (§53-131.01) and do you intend to supervise, in person, the management of the business?

YES NO

4. List the alcohol related training and/or experience (when and where) of the person making application.

*NLCC Training Certificate Issued: _____ Name on Certificate: RECEIVED

SEP 16 2016

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of certificate to application) NEBRASKA LIQUOR CONTROL COMMISSION

*For list of NLCC Certified Training Programs see [training](#)

Experience:

Applicant Name / Job Title	Date of Employment:	Name & Location of Business:
Elizabeth Salguero, Owner	1/1/16	La Hacienda, 3140 E. EIK Ln. Fremont NE
" , Supervisor, Bartender	4/2014	Jakes City Grill, 2008 Hill Dr SW Missoula MT
" " , Server	3/2011	El Tequila, 15840 Audubon Way Brainerd MN
" " , Server	5/2013	Apploebes, 1370 Babcock Blvd Delano MN
" " , manager	11/2012	Valentias Mexican Grill, 100 2nd St. E Park Rapids MN
" " , bartender	1/2013	El Parian, 1865 Wayzata Blvd Long Lake MN
" " , server	9/2012	Olive Garden, 7399 Garrison Rd. Baxter MN

5. Have you enclosed form 147 regarding fingerprints?

YES NO

PERSONAL OATH AND CONSENT OF INVESTIGATION

RECEIVED

SEP 16 2016

NEBRASKA LIQUOR CONTROL COMMISSION

The above individual(s), being first duly sworn upon oath, deposes and states that the undersigned is the applicant and/or spouse of applicant who makes the above and foregoing application that said application has been read and that the contents thereof and all statements contained therein are true. If any false statement is made in any part of this application, the applicant(s) shall be deemed guilty of perjury and subject to penalties provided by law. (Sec §53-131.01) Nebraska Liquor Control Commission

The undersigned applicant hereby consents to an investigation of his/her background including all records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant and spouse waive any rights or causes of action that said applicant or spouse may have against the Nebraska Liquor Control Commission and any other individual disclosing or releasing said information to the Nebraska Liquor Control Commission. If spouse has NO interest directly or indirectly, a spousal affidavit of non-participation may be attached.

The undersigned understand and acknowledge that any license issued, based on the information submitted in this application, is subject to cancellation if the information contained herein is incomplete, inaccurate, or fraudulent.

Applicant Notification and Record Challenge: Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in FBI identification record. The procedures for obtaining a change, correction, or updating an FBI identification record are set forth in Title 28, CFR, 16.34.

[Handwritten Signature]

Signature of Manager Applicant

Signature of Spouse

ACKNOWLEDGEMENT

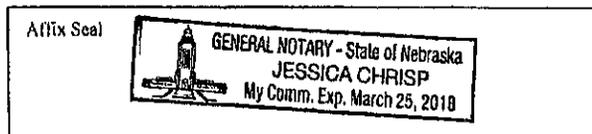
State of Nebraska
County of Lancaster

The foregoing instrument was acknowledged before me this

September 16, 2016
date

by Elizabeth Daniele Salguero
NAME OF PERSON BEING ACKNOWLEDGED

[Handwritten Signature]
Notary Public signature



In compliance with the ADA, this application is available in other formats for persons with disabilities. A ten day advance period is required in writing to produce the alternate format.

**SUBMISSION OF FINGERPRINTS /
PAYMENT OF FEES TO NSP-CID**

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

RECEIVED DATE RECEIVED SEP 16 2016 NEBRASKA LIQUOR CONTROL COMMISSION Office Use Only	
Class: _____	License #: _____

Applicant Name:

La Hacienda Mexican Restaurant LLC

(Corporation, LLC, Partnership or Individual)

Trade Name:

La Hacienda

(Doing Business As)

(402) 721-9909

Phone Number

lahaciendafremont@yahoo.com

Contact E-mail Address

DIRECTIONS FOR SUBMITTING FINGERPRINTS AND FEE PAYMENTS:

- See New Application Requirement Guide for listing of Fingerprint Requirements, found on our website under "Licensing" tab in "Brochures".
- Fingerprints taken at NSP locations will be forwarded to NSP – CID;

Applicant(s) will not have cards to include with license application.

- Fingerprints taken at local law enforcement offices will be released to the applicants;

Fingerprint cards should be submitted with the application.

- Fee payment of \$28.75 per person must be made directly to the NSP;

You may submit the payment through the NSP PayPort online system at www.ne.gov/go/nsp or checks made payable to NSP should be mailed directly to the following address:

**The Nebraska State Patrol – CID Division
3800 NW 12th Street
Lincoln, NE 68521**

- **DO NOT** send fee payments to the NLCC – fees **MUST** be paid directly to NSP;
Include a list of names covered by your payment to insure proper application of payment.
- This completed form **MUST** be included with your Liquor License Application and/or Manager Application or Changes to: Corporate Officers or Stockholders, LLC Members, Partners or Addition of Spouse where new fingerprint cards are required (see New Application Requirement Guide).
- Fingerprints are not required for spouses that have no involvement with business - Spousal Affidavit of Non Participation (Form 116) is required in lieu of fingerprints.

Please complete information on the following pages for EACH person fingerprinted.

ON File 8-12-2016

1. Name: Elizabeth Daniele Salguero
(Please print legibly)
Date of Birth: [REDACTED] Last 4 SSN: [REDACTED]
How was payment made to NSP? NSP PAYPORT Or CHECK SENT TO NSP Ck # _____

SEP 16 2016

2. Name: _____
(Please print legibly)
Date of Birth: _____ Last 4 SSN: _____ NEBRASKA LIQUOR CONTROL COMMISSION
How was payment made to NSP? NSP PAYPORT Or CHECK SENT TO NSP Ck # _____

3. Name: _____
(Please print legibly)
Date of Birth: _____ Last 4 SSN: _____
How was payment made to NSP? NSP PAYPORT Or CHECK SENT TO NSP Ck # _____

4. Name: _____
(Please print legibly)
Date of Birth: _____ Last 4 SSN: _____
How was payment made to NSP? NSP PAYPORT Or CHECK SENT TO NSP Ck # _____

5. Name: _____
(Please print legibly)
Date of Birth: _____ Last 4 SSN: _____
How was payment made to NSP? NSP PAYPORT Or CHECK SENT TO NSP Ck # _____

6. Name: _____
(Please print legibly)
Date of Birth: _____ Last 4 SSN: _____
How was payment made to NSP? NSP PAYPORT Or CHECK SENT TO NSP Ck # _____

I hereby certify that fees of \$28.75 per person have been submitted directly to the Nebraska State Patrol – CID office. The undersigned certifies on behalf of the Corporation, LLC, Partnership or Licensee that it is understood that a misrepresentation of fact is cause for rejection of this application or suspension, cancellation or revocation of any license issued.

Name (Print): Elizabeth D Salguero Title: Owner

Signature: SSA [Signature] Date: 9/4/16



**Rock
Island
County**

Rock Island County Clerk
1504 3rd Avenue
Rock Island, Illinois 61201

114556

Vital Records

RECEIVED

SEP 16 2016

NEBRASKA LIQUOR
CONTROL COMMISSION

Certification of Birth

Birth Number:

[REDACTED]

State File No:

[REDACTED]

Name:

ELIZABETH DANIELE TRENKENSCHUH

Date of Birth:

[REDACTED]

Sex: F

Place of Birth

ROCK ISLAND

Maiden Name of Mother:

DONA [REDACTED]

Mother State of Birth:

IL

Name of Father:

MARK TRENKENSCHUH

Father State of Birth:

IA

Date Filed:

[REDACTED]

Date Issued:

[REDACTED]

This is to certify that this is a true and correct copy/abstract of the official record filed with Rock Island County

Richard "Dick" Leibovitz
RICHARD "DICK" LEIBOVITZ
ROCK ISLAND COUNTY CLERK

Not valid without the embossed seal of Rock Island County

RECEIVED

VOTER INFORMATION

Date Issued: 08/24/2016



SEP 16 2016

Name: Elizabeth D Salguero

3553294 NEBRASKA LIQUOR CONTROL COMMISSION

Address: [Redacted]

Party: R
Ward: 08
Precinct: 40
Ballot Type: 01

Polling Place: Twin Rivers YMCA
Teen Center
6100 Twin Rivers Circle
Valley NE 68064
Hndcp. Use East or South Entrance

DISTRICT INFORMATION

U.S. House of Rep	2	Legislature	39	Mayor	Valley
City Council	Valley	Bd of Regents	8	State Bd of Ed	8
NRD	6	MUD	None	Metro CC	1
OPPD	7	ESU	3-2	Learning Community	6
Public Svc Comm	3	Supreme Court	3	County Comm	6
Appeals Court	3	School District	DC West #15		

★ POLLS ARE OPEN ON ELECTION DAY FROM 8:00 A.M. TO 8:00 P.M. ★

Early Voting Ballot Application
Statewide Presidential General Election
November 8, 2016



3553294

Email a picture of the signed and completed application to earlyvoting@votedouglasscounty.com, fax to (402) 444-4181, or return by mail. Applications must be received by 6:00 p.m. on Friday, October 28, 2016.

Please complete this form and correct any information that is incorrect to request an early voting ballot.

Elizabeth D Salguero

Printed Name of Voter

Date of Birth of Voter

[Redacted]

[Redacted]

[Redacted]

[Redacted]

Home Address of Voter

City

State

Zip

Address Where Ballot is to be Sent (if Different)

City

State

Zip

Phone Number

Email Address

SIGN HERE

Warning: Requesting an early voting ballot eliminates your right to vote at your polling place.

Signature of Voter

Burmeister, Tracy

From: Elizabeth Salguero <elizabethsalguero72@yahoo.com>
Sent: Friday, September 23, 2016 2:05 PM
To: Burmeister, Tracy
Subject: Re: MANAGER'S APPLICATION

Hello Tracy, my apologies, I just saw this e-mail. I would like to ask for a waiver of my husbands signature. He is in jail under accusations of first degree sexual assault. He hasn't been found guilty but we are awaiting his trial. His bond is set at \$250,000 or 10% so we are unable to pay his bond and is expected to be in jail for a while.

Will this be enough info? I'm not sure what else to say :(Feel free to e-mail me back or call me at


Thank you,
Elizabeth

On Monday, September 19, 2016 4:28 PM, "Burmeister, Tracy" <tracy.burmeister@nebraska.gov> wrote:

ELIZABETH,

Will you please email a line or two about your husband being incarcerated and unavailable to sign the spousal. You can put in the email that you are asking for a waiver for this piece. Once I have that information I can then process your manager's application. ~~You can add to the email if anything else in your company is going to change.~~

Thank you for your prompt attention to this matter.

Tracy Burmeister
Licensing Division
402-471-2571

**SPOUSAL AFFIDAVIT OF
NON PARTICIPATION INSERT**

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.ne.gov

Office Use
RECEIVED
SEP 16 2016
NEBRASKA LIQUOR
CONTROL COMMISSION

I acknowledge that I am the spouse of a liquor license holder. My signature below confirms that I will have not have any interest, directly or indirectly in the operation or profit of the business (§53-125(13)) of the Liquor Control Act. I will not tend bar, make sales, serve patrons, stock shelves, write checks, sign invoices or represent myself as the owner or in any way participate in the day to day operations of this business in any capacity. I understand my fingerprint will not be required; however, I am obligated to sign and disclose any information on all applications needed to process this application.

Signature of spouse asking for waiver
(Spouse of individual listed below)

José G. Salguero Lopez
Printed name of spouse asking for waiver

State of _____

County of _____

The foregoing instrument was acknowledged before me this

_____ by _____
date

name of person acknowledged

Notary Public signature

Affix Seal

I acknowledge that I am the spouse of the above listed individual. I understand that my spouse and I are responsible for compliance with the conditions set out above. If it is determined that the above individual has violated (§53-125(13)) the Commission may cancel or revoke the liquor license.

[Signature]
Signature of individual involved with application
(Spouse of individual listed above)

Elisabeth D Salguero
Printed name of applying individual

State of NE

County of Dodge

The foregoing instrument was acknowledged before me this

9-16-16 by _____
date

name of person acknowledged

[Signature]
Notary Public signature

Affix Seal
GENERAL NOTARY - State of Nebraska
KIM SCHWARZ
My Comm. Exp. Sept. 23, 2019

In compliance with the ADA, this spousal affidavit of non participation is available in other formats for persons with disabilities. A ten day advance period is requested in writing to produce the alternate format.

**SUBMISSION OF FINGERPRINTS /
PAYMENT OF FEES TO NSP-CID**

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

RECEIVED	
SEP 16 2016	
NEBRASKA LIQUOR CONTROL COMMISSION <small>Office Use Only</small>	
Class: _____	License #: _____

Applicant Name: La Hacienda Mexican Restaurant & PC
(Corporation, LLC, Partnership or Individual)

Trade Name: La Hacienda
(Doing Business As)

(402) 721-9909 Phone Number lahaciendafremont@yahoo.com Contact E-mail Address

DIRECTIONS FOR SUBMITTING FINGERPRINTS AND FEE PAYMENTS:

- See New Application Requirement Guide for listing of Fingerprint Requirements, found on our website under "Licensing" tab in "Brochures".
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Applicant(s) will not have cards to include with license application.
- Fingerprints taken at local law enforcement offices will be released to the applicants;
Fingerprint cards should be submitted with the application.
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You may submit the payment through the NSP PayPort online system at www.ne.gov/go/nsp
or checks made payable to NSP should be mailed directly to the following address:
The Nebraska State Patrol - CID Division
3800 NW 12th Street
Lincoln, NE 68521
- **DO NOT** send fee payments to the NLCC - fees **MUST** be paid directly to NSP;
Include a list of names covered by your payment to insure proper application of payment.
- This completed form **MUST** be included with your Liquor License Application and/or Manager Application or Changes to: Corporate Officers or Stockholders, LLC Members, Partners or Addition of Spouse where new fingerprint cards are required (see New Application Requirement Guide).
- Fingerprints are not required for spouses that have no involvement with business - Spousal Affidavit of Non Participation (Form 116) is required in lieu of fingerprints.

Please complete information on the following pages for EACH person fingerprinted.

RECEIVED

1. Name: Elizabeth D. Salguero SEP 16 2016
(Please print legibly)
Date of Birth: [REDACTED] Last 4 SSN: [REDACTED]
How was payment made to NSP? NSP PAYPORT Or CHECK SENT TO NSP Ck # NEBRASKA LIQUOR CONTROL COMMISSION

2. Name: José Gonzalo Salguero Lopez
(Please print legibly)
Date of Birth: [REDACTED] Last 4 SSN: N/A
How was payment made to NSP? NSP PAYPORT Or CHECK SENT TO NSP Ck # _____

3. Name: _____
(Please print legibly)
Date of Birth: _____ Last 4 SSN: _____
How was payment made to NSP? NSP PAYPORT Or CHECK SENT TO NSP Ck # _____

4. Name: _____
(Please print legibly)
Date of Birth: _____ Last 4 SSN: _____
How was payment made to NSP? NSP PAYPORT Or CHECK SENT TO NSP Ck # _____

5. Name: _____
(Please print legibly)
Date of Birth: _____ Last 4 SSN: _____
How was payment made to NSP? NSP PAYPORT Or CHECK SENT TO NSP Ck # _____

6. Name: _____
(Please print legibly)
Date of Birth: _____ Last 4 SSN: _____
How was payment made to NSP? NSP PAYPORT Or CHECK SENT TO NSP Ck # _____

I hereby certify that fees of \$28.75 per person have been submitted directly to the Nebraska State Patrol - CID office. The undersigned certifies on behalf of the Corporation, LLC, Partnership or Licensee that it is understood that a misrepresentation of fact is cause for rejection of this application or suspension, cancellation or revocation of any license issued.

Name (Print): Elizabeth Salguero Title: owner

Signature: [Handwritten Signature] Date: 1/15/16

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREMONT, NEBRASKA CONSIDERING THE APPLICATION FOR NEW LIQUOR LICENSE MANAGER OF ELIZABETH SALGUERO FOR LA HACIENDA, 3140 EAST ELK LANE, FREMENT, NEBRASKA.

WHEREAS, an application was filed by Elizabeth Salguero of La Hacienda, 3140 East Elk Lane, Fremont, Nebraska for a new liquor license manager, and,

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF FREMONT, NEBRASKA, that:

- o The City of Fremont hereby recommends approval of the above identified new liquor license manager application.
- o The City of Fremont hereby makes no recommendation as to the above identified new liquor license manager application.
- o The City of Fremont hereby makes no recommendation as to the above identified new liquor license manager application with the following stipulations:

The City of Fremont hereby recommends denial of the above identified new liquor license manager application for the following reasons:

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: October 6, 2016

SUBJECT: Supplemental Agreement No. 5, for Preliminary Engineering, Rawhide Creek Trail Project.

Approve Resolution

Background: The City entered into the Original Preliminary Engineering Services Agreement with HGM Associates to design the Rawhide Creek Trail Project. There are two segments of the trail being designed. One segment lays out a bike/pedestrian trail along Linden Avenue from Madison Street to Somers Drive and then north on Somers Drive from Linden Avenue to Ronin Park. The second segment of the trail begins at Clemmons Park along 19th Street to Luther Road and then east along the north bank of Rawhide Creek to Diers Parkway.

Supplemental Agreement No. 5 is for preparation Bilingual Translation Services in preparation of Public Notification Documents.

The original contract amount for Preliminary Design was \$133,864.49. There have be 4 prior Supplemental Agreements which increased the total cost of the design work to \$171,134.51. Supplemental Agreement No. 5 will increase the contract amount by \$2,041.81, for a total project cost of \$173,176.32.

Supplemental Agreements of this nature are fairly common with Federal-aid as unforeseen design issues occur during the agency review process.

**PRELIMINARY ENGINEERING SERVICES
AGREEMENT
SUPPLEMENT NO. 5**

BETWEEN

**CITY OF FREMONT, NEBRASKA
AND
HGM ASSOCIATES, INC.**

SUPPLEMENTAL AGREEMENT #5

CITY OF FREMONT, NEBRASKA
HGM ASSOCIATES, INC.
PROJECT NO. ENH-27(61)
CONTROL NO. 22472
RAWHIDE CREEK TRAIL FREMONT

THIS SUPPLEMENTAL AGREEMENT is between the City of Fremont ("LPA") and HGM Associates, Inc. ("Consultant"), collectively referred to as the "Parties".

WHEREAS, Consultant and LPA entered into an agreement ("Original Agreement") BO1213 and Supplemental Agreement #1 - #4 providing for Consultant to provide Preliminary Engineering Services for LPA's Federal Aid project, and

WHEREAS, it is necessary that preparation of Public Notice Documentation be added under this Supplemental Agreement, and

WHEREAS, it is necessary to increase Consultant's compensation by this Supplemental Agreement for the additional work necessary to complete the project.

WHEREAS, it is the desire of LPA that the project be constructed under the designation of Project No. ENH-27(61), as evidenced by the Resolution of LPA, attached as EXHIBIT "A" and incorporated herein by this reference, and

NOW THEREFORE, in consideration of these facts and mutual promises, the Parties agree as follows:

SECTION 1. SCOPE OF SERVICES

Consultant will perform the additional work as set out in in Exhibit "B" Consultant Work Order 3, attached and incorporated herein by this reference.

SECTION 2. NOTICE TO PROCEED AND COMPLETION SCHEDULE

The State issued Consultant a written Notice-to-Proceed on September 13, 2016. Any work or services performed by Consultant on the project prior to the date specified in the written Notice-to-Proceed is not eligible for reimbursement.

Consultant will complete all work stipulated in the Original Agreement, Supplemental Agreement(s) #1 - #4, and this Supplemental Agreement by December 31, 2018.

SECTION 3. FEES AND PAYMENTS

For the work required, **SECTION 9 FEES AND PAYMENTS** of the Original Agreement, as amended in supplement(s) #1 - #4, is hereby further amended in accordance with Exhibit "B" so that the fixed-fee-for-profit is increased from \$16,305.49 to \$16,536.38, an increase of \$230.89. Actual costs are increased from \$154,829.02 to \$156,639.94, an increase of \$1,810.92. The total agreement amount is increased from \$171,134.51 to \$173,176.32, an increase of \$2,041.81 which Consultant must not exceed without the prior written approval of the State.

SECTION 4. ENTIRE AGREEMENT

The Original Agreement, any and all other previous supplements thereto, and this Supplemental Agreement, constitute the entire agreement ("The Agreement") between the Parties. The Agreement supersedes any and all other previous communications, representations, or other understandings, either oral or written; all terms and conditions of the Original Agreement and all previous supplements thereto, to the extent not superseded, remain in full force and effect, and are incorporated herein as if set forth in their entirety.

SECTION 5. CONSULTANT CERTIFICATION AND REAFFIRMATION

The undersigned duly authorized representative of Consultant, by signing this Supplemental Agreement, hereby reaffirms, under penalty of law, the truth of the certifications set out in the Original Agreement and all Supplements thereto, including this Supplement. Further, Consultant has a duty to inform LPA of any material changes in the accuracy of all assertions set out in the Original Agreement and all Supplements thereto.

SECTION 6. CERTIFICATION OF LPA

By signing this Supplemental Agreement, I do hereby certify that, to the best of my knowledge, Consultant or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this agreement to:

- (a) employ or retain, or agree to employ or retain, any firm or person, or
- (b) pay or agree to pay to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind.

I acknowledge that this certification is to be furnished to the FHWA, upon their request, in connection with this agreement involving participation of Federal-Aid highway funds and is subject to applicable LPA and federal laws, both criminal and civil.

IN WITNESS WHEREOF, the Parties hereby execute this Supplemental Agreement pursuant to lawful authority as of the date signed by each party. Further, the Parties, by signing this Supplemental Agreement, attest and affirm the truth of each and every certification and representation set out herein.

EXECUTED by Consultant this _____ day of _____, 2016.

HGM ASSOCIATES, INC.
Ronald N. Tekippe, P.E.

President

STATE OF NEBRASKA)
)ss.
DOUGLAS COUNTY)

SUBSCRIBED AND SWORN to before me this _____ day of _____, 2016.

Notary Public

EXECUTED by LPA this _____ day of _____, 2016.

CITY OF FREMONT
Scott Getzschman

Mayor

Subscribed and sworn to before me this _____ day of _____, 2016.

Clerk

STATE OF NEBRASKA
DEPARTMENT OF ROADS
Form of Agreement Approved for
Federal Funding Eligibility:

Date

Consultant Work Order (Local Projects)

Project No.: ENH-27(61)		Control No.: 22472 CN-22742
Consultant: (Name and Representative) HGM Associates - John Krager III, PE	Agreement No.: BO1213	Work Order No.: 3
LPA: (Name and Representative) City of Fremont David Goedeken, PE, LPA-RC		Constr. Change Order No.: (If applicable)

All parties agree the following described work needs to be performed by the consultant as part of the referenced project. All parties concur and hereby give notice to proceed based on the following: justification to modify contract, scope of services, deliverables, schedule, and estimated total fee. All other terms of existing agreements between the parties are still in effect. It is understood by all parties that the work described herein will become part of a future supplement to the agreement indicated above.

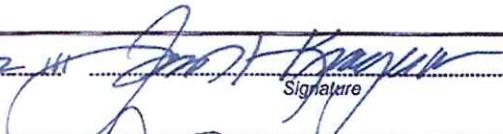
Justification to modify agreement: (Include scope of services, deliverables, and schedule)

Bilingual Translation Services - Translate the Public Notification documents into Spanish, for mailing, as required by the Civil Rights Analysis. The documents to be translated for mailing include: Public Notice; Cover Letter; Project Information Sheet; Citizens Comment form, and Project Maps. In addition, received citizen comments would be translated into written English and responses to citizen comments would be translated to written Spanish, for mailing.

Work Title	Summary of Fee	
Rawhide Creek Trail (Supplement 5)	A. Total Direct Labor Cost	= 672.83
	B. Overhead (Factor * x A)	= 1,138.09
	C. A + B	= 1,810.92
	D. Profit/Fee (Factor ** x C)	= 230.89
*Overhead Factor: 169.15%	E. Direct Non-Labor Cost	= 0.00
**Profit/Fee Factor: 12.75%	F. Subconsultant Services	= 0.00
Total Fee Notes:	TOTAL FEE: C + D + E + F	= \$2,041.81
	<input type="checkbox"/> ESTIMATED TOTAL FEE:	
	<input checked="" type="checkbox"/> FINAL TOTAL FEE:	\$2,041.81

Work Order Authorization – May be granted by email and attached to this document.

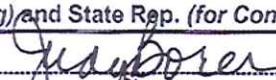
Consultant:

JOHN F. KRAGER III  8/23/16
Name Signature Date

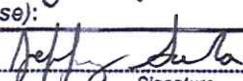
LPA:

DAVID GOEDEKEN  8/20/16
Name Signature Date

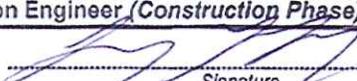
LPS PC (for Preliminary Engineering) and State Rep. (for Construction Engineering):

JUDY BORER  8/23/16
Name Signature Date

LPS Unit Head Review (for PE Phase):

JEFF SOULA  8/23/16
Name Signature Date

LPS Engineer or Construction Engineer (Construction Phase):

LARRY L. LEGG  8/30/16
Name Signature Date

FHWA: (FHWA Approval on Full Oversight Projects Only)

Name Signature Date

Notice to Proceed will be granted by email by:
LPS PC for Preliminary Engineering & CD PC for Construction Engineering.

Notice to Proceed Date:
9-2-16

Distribution: Consultant, LPA – RC, State Rep., FHWA, LPS PC, NDOR Agreements Engineer, Highway Funds Manager, CD PC

DR Form 250, March 2014

NEPA Categorical Exclusion and Preliminary Engineering Consultant Estimate of Hours

Project Name: Rawide Creek Trail Supplement 5 - CWO 3
 Project Number: ENH-27(61)
 Control Number: 22472
 Location (City, County): City of Fremont, Dodge County, Nebraska
 Firm Name: HGM Associates
 Consultant Project Manager: John F. Kruger III, PE
 Phone/Email: 402-348-7559/jkruger@hgmonline.com
 LPA Responsible Charge: Dave Goedeken, PE
 Phone/Email: 402-727-2636/Dave_goedeken@fremontne.gov
 NDOR Project Coordinator: Judy Borer
 Phone/Email: 402-478-4435/judy.borer@nebraska.gov
 Date: August 15, 2016



TASKS	PERSONNEL CLASSIFICATIONS**									Total
	PR	PM	SPE	ADM	SDES	SM	SC	PE		
For Engineering Services:										
1. Project Management and QC										
1.1 Pre-Design Meeting										
1.2 Coordination with NDOR										
1.3 Progress Meetings - 4 each										
1.4 Plan-in-Hand Meeting										
1.5 Contract Administration/Scheduling & Coordination of Design Professionals										
2. Public Involvement										
2.1 Public Information Meeting										
2.2 Preparation of Aerial Exhibits		2						15		17
3. Preliminary Survey										
3.1 Horizontal and Vertical Control										
3.2 Section Corners and Property Pins										
3.3 Utility Locates										
3.4 Survey Limits										
3.5 Base Map Preparation										
4. Preliminary Trail Design Engineering										
4.1 Site Inspections (Field Checks)										
4.2 Data Collection and Review										
4.3 Note Reduction/Preliminary Plotting										
4.4 Horizontal and Vertical Alignment										
4.5 Geometric Design										
4.6 Typical Sections										
4.7 Roadway Crossings										
4.8 Limits of Construction										
4.9 Estimate of Earthwork Quantity										
4.10 Miscellaneous Details										
4.11 Roadway Cross-Sections										
4.12 Erosion Control										
4.13 Utility Coordination / Verification										
4.14 Traffic Control and Construction Phasing										
4.15 Quantities/Estimates										
4.16 Right-of-Way Design										
4.16.1 Existing Right-of-Way Base										
4.16.2 Proposed Right-of-Way										
4.16.3 Right-of-Way Strip Map										
4.17 Quality Review										
4.18 Drainage Design										
4.18.1 Drainage Design - Box Culvert Extension										
4.18.1.1 Compute area size and Q.										
4.18.1.2 Determine allowable H.W.										
4.18.1.3 Determine adequacy of existing culvert opening										
4.18.1.4 Using design cross sections, determine rough length of culvert										
4.18.1.5 Prepare TS&L Showing Station, D.A., Q, H.W., and Size										
4.18.2 Drainage Design - Pipe Culvert										
4.18.2.1 Compute area size and Q.										
4.18.2.2 Determine allowable H.W.										
4.18.2.3 Size culvert and compute H.W.										
4.18.2.4 Using design cross sections, determine length of culvert.										
4.18.2.5 For each culvert, show the Station, D.A., Q, H.W., and Size										
4.19 Traffic Control Signage and Markings										
4.20 Construction and Removal										
4.21 Aerial / Wetland Plan										
4.22 Address Review Comments										
4.22 Street Survey and Report										

Consultant Independent Cost Estimate
Estimate of Hours

Exhibit ____

NEPA Categorical Exclusion and Preliminary Engineering Consultant Estimate of Hours

Project Name: Rawide Creek Trail Supplement 5 - CWO 3
 Project Number: ENH-27(61)
 Control Number: 22472
 Location (City, County): City of Fremont, Dodge County, Nebraska
 Firm Name: HGM Associates
 Consultant Project Manager: John F. Krager III, PE
 Phone/Email: 402-349-7559/jkrager@hgmonline.com
 LPA Responsible Charge: Dave Goedeken, PE
 Phone/Email: 402-727-2838/Dave.goedeken@fremontne.gov
 NDOR Project Coordinator: Judy Borer
 Phone/Email: 402-479-4435/judy.borer@nebraska.gov
 Date: August 15, 2016



TASKS	PERSONNEL CLASSIFICATIONS**								Total
	PR	PM	SPE	ADM	SDES	SM	SC	PE	
For Engineering Services:									
5. 90% Trail Design Engineering									
5.1 Horizontal and Vertical Alignment									
5.2 Typical Section									
5.3 Estimate of Earthwork Quantity									
5.4 Trail Cross-Sections									
5.5 Geometric Design									
5.6 Drainage Design									
5.6.1 Box Culvert Extension									
5.6.1.1 Structural Design Calculations									
5.6.1.2 Structural Plan Details									
5.6.1.3 Notes, Quantities and Reinforcing Bar List									
5.6.1.4 Quality Control Check									
5.6.2 Pipe Culvert									
5.7 Construction and Removal									
5.8 Limits of Construction									
5.9 Utility Coordination / Verification									
5.10 Traffic Control and Construction Phasing									
5.11 Traffic Control Signage and Markings									
5.12 Aerial / Wetland Plan									
5.13 Quantities/Estimates									
5.14 Right-of-Way Design									
5.14.1 Title Search									
5.14.2 Right-of-Way Strip Map									
5.14.3 Right-of-Way Tract Drawings & Legal Descriptions									
5.14.4 ROW Cost Estimate									
5.15 Quality Review									
5.16 Address Review Comments (60% PS&E)									
5.17 Prefabricated Pedestrian Bridge									
5.17.1 Preliminary Design									
5.17.2 Type, Size and Location Drawing (TS&L)									
5.17.3 Permit Application									
5.17.4 Final Design									
5.17.5 Quality Control									
6. Final and PS&E Trail Design Engineering									
6.1 Plan Preparation									
6.2 Special Provisions									
7. Geotechnical Analysis (SEE ATTACHED SUBCONSULTANT)									
7.1 Soil Tests									
7.2 Project Preparation									
7.3 Soil Boring									
7.4 Field Log Recording									
7.5 Laboratory Testing of Recovered Samples									
7.6 Analysis of the Test Data									
7.7 Report									
8. Categorical Exclusion Document and Resource Reviews (SEE ATTACHED SUBCONSULTANT)									
8.1 Project Description, Design Information, Purpose & Need									
8.2 Alternatives Considered									
8.3 Right-of-Way, Utility Coordination									
8.4 Socio-Economic									
8.5 Historic and Cultural Resources (Section 106)									
8.6 Section 4(f) / 6(f) Evaluation									
8.7 Threatened and Endangered Species Review									
8.8 Farmland									
8.9 Wetland Delineation									
8.9.1 Full Delineation									
8.9.2 Review Existing Resources / Databases									
8.9.3 Field Survey									
8.9.4 Documentation of Findings									
Consultant Independent Cost Estimate									
Estimate of Hours									
8.9.6 404 Permit Application									
8.9.7 Agency Coordination									
									Exhibit

NEPA Categorical Exclusion and Preliminary Engineering Consultant Estimate of Hours

Project Name: Rawide Creek Trail Supplement 5 - CWO 3
 Project Number: ENH-27(61)
 Control Number: 22472
 Location (City, County): City of Fremont, Dodge County, Nebraska
 Firm Name: HGM Associates
 Consultant Project Manager: John F. Krager III, PE
 Phone/Email: 402-346-7550/jkrager@hgmonline.com
 LPA Responsible Charge: Dave Goedeken, PE
 Phone/Email: 402-727-2630/Dave.goedeken@fremontne.gov
 NDOR Project Coordinator: Judy Borer
 Phone/Email: 402-470-4425/judy.borer@nebraska.gov
 Date: August 15, 2015



TASKS	PERSONNEL CLASSIFICATIONS**									Total
	PR	PM	SPE	ADM	SDES	SM	SC	PE		
For Engineering Services:										
8.10 Floodplains, Streams, and Rivers										
8.11 Hazardous and Regulated Materials Review and Memo										
8.12 Air Quality Impact Analysis										
8.13 Water Quality										
8.14 Wild and Scenic Rivers/Nationwide Inventory										
8.15 Construction Impacts										
8.16 Public Involvement										
8.17 Permitting & Environmental Commitments (Green Sheet)										
8.18 Resource Review										
8.19 Documentation and Revisions										
8.20 Green Sheet Preparation										
Total Hours		2						15		17
Total Days (8 hrs)		0.3						1.9		2.1

CLASSIFICATIONS*:

PR = Principal	ADM = Administrative	UD1 = User Defined 1
PM = Project Manager	SDES = Senior Designer/Technician	UD2 = User Defined 2
SPE = Senior Project Engineer	SM = Survey Manager	UD3 = User Defined 3
PE = Project Engineer	SC = Survey Crew	

* For Project Manager, use one of the technical classifications

** For User-Defined Classifications, you will need to edit the Classifications Legend located above. To enter a new classification, replace "UD1" with its abbreviation (ex. GRA) and replace "User Defined 1" with the corresponding title (ex. Graphic Artist). Once the user-definitions are added, they will self-populate the Estimate of Hours table, as well as the remaining sheets

Consultant Independent Cost Estimate
Estimate of Hours

Exhibit ____

NEPA Categorical Exclusion and Preliminary Engineering Cost by Task

Project Name: Rawide Creek Trail Supplement 5 - CWO 3
 Project Number: ENH-27(61)
 Control Number: 22472
 Location (City, County): City of Fremont, Dodge County, Nebraska
 Firm Name: HGM Associates
 Consultant Project Manager: John F. Krager III, PE
 Phone/Email: 402-349-7559/krager@hgmonline.com
 LPA Responsible Charge: Dave Goedecken, PE
 Phone/Email: 402-727-2636/Dave.goedecken@fremontne.gov
 NDOR Project Coordinator: Judy Borer
 Phone/Email: 402-479-4435/judy.borer@nebraska.gov
 Date: August 15, 2016



Tasks	Total Hours	Direct Labor Cost	Overhead 169.15%	Fixed Fee 12.75%	Total Project Cost
For Engineering Services:					
1. Project Management and QC					
2. Public Involvement	17	\$672.83	\$1,138.09	\$230.89	\$2,041.81
3. Preliminary Survey					
4. Preliminary Trail Design Engineering					
5. 50% Trail Design Engineering					
6. Final and PS&E Trail Design Engineering					
7. Geotechnical Analysis (SEE ATTACHED SUBCONSULTANT)					
8. Categorical Exclusion Document and Resource Reviews (SEE ATTACHED SUBCONSULTANT)					
Direct Expenses					
TOTAL	17	\$672.83	\$1,138.09	\$230.89	\$2,041.81

Consultant Independent Cost Estimate
Cost by Task

Exhibit ____

NEPA Categorical Exclusion and Preliminary Engineering Project Cost

Project Name: Rawide Creek Trail Supplement 5 - CWO 3
 Project Number: ENH-27(61)
 Control Number: 22472
 Location (City, County): City of Fremont, Dodge County, Nebraska
 Firm Name: HGM Associates
 Consultant Project Manager: John F. Krager III, PE
 Phone/Email: 402-346-7559/jkrager@hgmonline.com
 LPA Responsible Charge: Dave Goedeken, PE
 Phone/Email: 402-727-2636/Dave.g Goedeken@fremontna.gov
 NDOR Project Coordinator: Judy Borer
 Phone/Email: 402-479-4435/judy.borer@nebraska.gov
 Date: August 15, 2016



Direct Labor Costs:			
Personnel Classification	Hours	Rate	Amount
Principal			
Project Manager			
Senior Project Engineer	2	\$59.74	\$119.48
Administrative		\$54.09	
Senior Designer/Technician		\$20.50	
Survey Manager		\$33.80	
Survey Crew		\$56.49	
Project Engineer		\$56.33	
	15	\$36.89	\$553.35
TOTALS	17		\$672.83

Direct Expenses:	
	Amount
Subconsultants	
Printing and Reproduction Costs	
Mileage/Travel	
Lodging/Meals	
Other Miscellaneous Costs	
TOTALS	

Total Project Costs:		Amount
Direct Labor Costs		\$672.83
Overhead @ 169.15%		\$1,138.09
Total Labor Costs		\$1,810.92
Fixed Fee @ 12.75%		\$230.89
Direct Expenses		
PROJECT COST		\$2,041.81

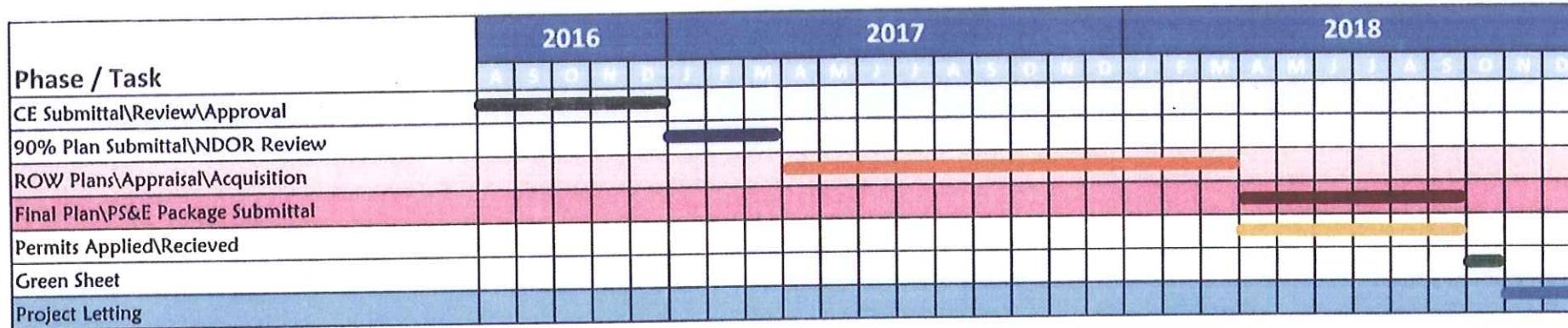
Consultant Independent Cost Estimate
Project Cost

Exhibit ____

Rawhide Creek Trail
 CN 22472
 Project No. ENH-27(61)

PROPOSED PROJECT SCHEDULE
 AUG 2016 - DEC 2018

Date: 8/26/2016



RESOLUTION
PRELIMINARY ENGINEERING SERVICES AGREEMENT
SUPPLEMENTAL AGREEMENT NO. 5 – BO1213

CITY OF FREMONT

Resolution No. _____

Whereas: City of Fremont and HGM Associates, Inc., have previously executed a Preliminary Engineering Services Agreement (BO1213) for a transportation project for which the Local Public Agency (LPA) would like to obtain Federal funds;

Whereas: City of Fremont understands that it must continue to strictly follow all Federal, State and local laws, rules, regulations, policies and guidelines applicable to the funding of this Federal-aid project; and

Whereas: City of Fremont and HGM Associates, Inc. wish to enter into a preliminary engineering services supplemental agreement setting out modifications and/or additional duties and/or funding responsibilities for the Federal-aid project.

Be It Resolved: by the City Council of the City of Fremont, Nebraska that:

Scott Getzschman, Mayor of City of Fremont is hereby authorized to sign the attached Preliminary Engineering Services Supplemental Agreement No. 5 between the City of Fremont and HGM Associates, Inc.

NDOR Project Number: ENH-27(61)

NDOR Control Number: 22472

NDOR Project Description: Rawhide Creek Trail, Fremont

Adopted this _____ day of _____, 2016 at _____ Nebraska.

The City Council of City of Fremont, Nebraska:

Board/Council Member _____
Moved the adoption of said resolution
Member _____ Seconded the Motion
Roll Call: _____ Yes _____ No _____ Abstained _____ Absent
Resolution adopted, signed and billed as adopted

Attest:

Signature City Clerk

RESOLUTION NO. _____

A Resolution of the City Council of the City of Fremont, Nebraska, to authorize execution of Preliminary Engineering Services Agreement Supplemental Agreement No. 5 – BO1213, for Rawhide Creek Trail Fremont.

WHEREAS: The City of Fremont and HGM Associates, Inc. have previously executed a Preliminary Engineering Services Agreement (BO1213) for a transportation project for which the Local Public Agency (LPA) would like to obtain Federal funds;

WHEREAS: The City of Fremont understands that it must continue to strictly follow all Federal, State, and local laws, rules, regulations, policies and guidelines applicable to the funding of this Federal-aid project; and

WHEREAS: The City of Fremont and HGM Associates, Inc. wish to enter into a preliminary engineering services supplemental agreement setting out modifications and /or additional duties and/or funding responsibilities for the Federal-aid project.

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

Scott Getzschman, Mayor of the City of Fremont, Nebraska is hereby authorized to sign the attached Preliminary Engineering Services Supplemental Agreement No. 5 between the City of Fremont and HGM Associates, Inc.

The City of Fremont is committed to providing local funds for the project as required by the Project Program Agreement and any Supplemental Project Program Agreements.

NDOR Project Number ENH-27(61)

NDOR Control Number 22472

NDOR Project Description: Rawhide Creek Trail Fremont

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: October 6, 2016

SUBJECT: Final Project Acceptance and Final Payment for the West 6th Street Reconstruction, M to Marvin Street Project.

Approve Resolution

Background: The City of Fremont has contracted with C-R Menn Concrete for the construction of this project. The project has been completed and work has been accepted by staff as substantially complete. Approval of this resolution formally accepts the project by the City and authorizes final Payment to C-R Menn for the remainder of the Retention Amount.

Payment is for the amount of \$16278.35

PAY REQUEST NO. 9
WEST 6TH STREET RECONSTRUCTION

18-Apr-16
 Fremont Project # P-150-13
 C-R Merit Concrete, LLC

Purchase Order No. 032150
 Acct No. 012-2032-431.45-20

ITEM NO.	DESCRIPTION	UNIT	PLAN QUANTITY	PAY PERIOD QUANTITY	AS CONST QUANTITY	UNIT PRICE	TOTAL
1	MOBILIZATION	LS	1	0	1	1,250.00	\$ 1,250.00
2	REMOVE 6" PC CONCRETE PAVEMENT	SY	2952	0	2952	9.00	\$ 26,568.00
3	REMOVE PC CONCRETE & ASPHALT DRIVES	SF	2129	2129	2129	1.00	\$ 2,129.00
4	REMOVE SIDEWALK	SF	401	401	401	1.00	\$ 401.00
5	REMOVE INLETS	EA	4	0	2	100.00	\$ 200.00
6	REMOVE BOX MANHOLE TOP	EA	1	0	0	100.00	\$ 0.00
7	EXCAVATION (EQ)	CY	1180	21	1180	5.50	\$ 6,490.00
8	12" LEAN CLAY SUBBASE IN PLACE (EQ)	CY	1190	21	1177	9.00	\$ 10,593.00
9	7" PC CONCRETE PAVEMENT W/ 5" INTEGRAL CURB	SY	3022	0	3012	35.59	\$ 107,197.08
10	6" PC CONCRETE DRIVES	SF	2125	232	2125	3.95	\$ 8,393.75
11	DETECTABLE WARNING PANELS	SF	32	32	32	20.00	\$ 640.00
12	4" PC CONCRETE SIDEWALK	SF	401	401	401	2.50	\$ 1,002.50
13	5" HOT MIX ASPHALT	SF	154	0	0	10.65	\$ 0.00
14	CRUSHED ROCK	TN	25	0	0	35.00	\$ 0.00
15	BUILD TYPE 'D' INLET	EA	4	2	2	425.00	\$ 1,700.00
16	12" RCP STORM SEWER CLASS III	LF	30	0	30	40.00	\$ 1,200.00
17	CONCRETE COLLARS PER/NDOR STD PLATE#25-R4	EA	4	0	0	100.00	\$ 0.00
18	BUILD MANHOLE TOP	EA	1	0	1	375.00	\$ 375.00
19	SODDING	SF	5876	5876	5876	1.00	\$ 5,876.00
20	RESTORE UNDERGROUND SPRINKLER SYSTEMS	LS	1	1	1	450.00	\$ 450.00
21	BARRICADING	LS	1	1	1	600.00	\$ 600.00

CHANGE ORDER NO.	DESCRIPTION	UNIT	QUANTITY	PAY PERIOD QUANTITY	AS CONST QUANTITY	UNIT PRICE	COST TO DATE
1	REMOVE 12" RCP STORM SEWER	LF	885	0	875	5.00	\$ 4,365.00
2	CONSTRUCT 12" RCP STORM SEWER	LF	885	0	843	40.00	\$ 33,720.00
3	CONNECT TO EXISTING STORM SEWER MANHOLE	EA	100	0	1	850.00	\$ 850.00
4	CONSTRUCT MODIFIED TYPE 'D' INLET	EA	100	0	1	850.00	\$ 850.00
1	REMOVE AND REPLACE STORM SEWER MANHOLE	EA	1	1	1	850.00	\$ 850.00

CHANGE ORDER NO 1 - APPROVED BY CITY COUNCIL 10-27-2015

TOTAL PROJECT COST TO DATE \$ 215,700.33
 TOTAL PREVIOUS PAYMENTS \$ (186,811.05)
 RETAINAGE (10% 1st 1/2 of Contract; 5% for all add'l work) \$ (16,278.35)
TOTAL AMOUNT DUE \$ 12,510.93

Approved By:  Justin Zetterman
 Date: 4/2/16



PO
33038

September 30, 2016

City of Fremont
400 East Military
Fremont, NE 68025

RE: Fremont West 6th Street Project
CDBG 14-CR-103

Dave,

I am submitting the final application for payment for the retainage owed. As of September 23, 2016 the punch list was successfully submitted and signed off on by the City. Please see below the details for the final pay application:

Contract amount, including change orders	\$218,458.33
Payments received to date	(199,421.98)
Retainage held by City of Fremont	\$ <u>19,036.35</u>

Should you have any questions please feel free to contact me at 402-719-7286.

Sincerely,


Christopher Menn
President

APPROVED

David H. Hatcher
9/30/16

RESOLUTION NO. _____

A Resolution of the City Council of the City of Fremont, Nebraska, to approve final acceptance of the West 6th Street Reconstruction, M to Marvin Street Project, and to authorize the Mayor so sign the final payment application.

NOW, THEREFORE BE IT RESOLVED: That the City of Fremont accepts final completion of the West 6th Street Reconstruction, M to Marvin Street Project and approves the final application for payment in the amount of \$16,278.35.

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: September 29, 2016

SUBJECT: Library Board

Recommendation: Move to approve the recommendation of the Mayor to appoint Reverend Earl Underwood to the Library Board for a four year term ending October 2020.

Background: Appointment will be for a seat that is currently vacant.

STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Jody Sanders, CPA, Director of Finance
DATE: October 6, 2016
SUBJECT: Report of Treasury

Recommendation: Move to receive Report of the Treasury

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

Fiscal Impact: None.

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

Account Name	Statement ending balances						
	First National Bank - Fremont	First State Bank	Pinnacle Bank of Fremont	Cornerstone Bank, Columbus	NE Land National Bank, North Platte	Nebraska Public Investment Trust	BAN-CORP
Governmental							
<u>Checking/Money Market</u>							
City Treasurer	\$ 6,086,324						
City Treasurer-M Mkt	\$ 5,572,018						
City Treasurer						\$ -	
Special Revenue		\$ 10,351					
Econ Development -						\$ -	
Infrastructure - Sales Tax						\$ -	
Insured M MKT ** -Sales Tax		\$ 4,368,731					
Public Safety - Sales Tax						\$ 1,004,229	
Streets - Sales Tax						\$ 199,081	
Streets - M Mkt			\$ 391,953				
Tax Relief - Sales Tax						\$ -	
Community Development Agy	\$ 246,280						
Keno			\$ 127,760				
Keno - Npait M Mkt						\$ -	
CDBG Clearing	\$ 55,785						
E911	\$ 219,987						
Drug Task	\$ 36,660						
Employee Benefits			\$ 1,603,129				
Employee Benefits							\$ 9,548
Total Checking/Money Market	\$ 12,217,053	\$ 4,379,082	\$ 2,122,843	\$ -	\$ -	\$ 1,203,311	\$ 9,548
<u>CD Investments</u>							
General fund	\$ 24,174		\$ 6,300,000				
Sales Tax/Infrastructure fund			\$ 5,100,000				
Sales Tax/Streets fund	\$ 1,000,000		\$ 1,850,000				
Sales Tax/LB840 fund			\$ 1,500,000				
Street fund		\$ 500,000	\$ 1,850,000		\$ 500,000	\$ 1,000,000	
KENO fund	\$ 450,000						
Trust Fund			\$ 125,000		\$ 50,000		
E911			\$ 100,000				
Special assessment Fund			\$ 1,000,000				
Employee Benefits	\$ 850,000		\$ -				
Work Comp	\$ 650,000		\$ -				
Total CD Investments	\$ 2,974,174	\$ 500,000	\$ 17,825,000	\$ -	\$ 550,000	\$ 1,000,000	\$ -
Total Governmental deposits	\$ 15,191,227	\$ 4,879,082	\$ 19,947,843	\$ -	\$ 550,000	\$ 2,203,311	\$ 9,548
					Grand total	\$ 42,781,011	

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

Account Name	Statement ending balances						
	First National Bank - Fremont	First State Bank	Pinnacle Bank of Fremont	Cornerstone Bank, Columbus	NE Land National Bank, North Platte	Nebraska Public Investment Trust	BAN-CORP
Proprietary Funds							
<u>Checking/Money Market</u>							
Combined Utilities Fund	\$ 8,227,067						
Electric Fund	\$ 566,942						
Comb Util Funds/Construction	\$ 1,509,118						
Electric Funds						\$ 453,596	
Water Project Bond Acct	\$ 80,231						
Department of Utilities			\$ 666,461				
Sewer Improvement	\$ 3,379						
Sewer Funds						\$ 301,048	
Gas Fund						\$ 1,726,388	
Electric Fund				\$ 100			
Total Checking/Money Market	\$ 10,386,737	\$ -	\$ 666,461	\$ 100	\$ -	\$ 2,481,032	\$ -
<u>CD Investments</u>							
Electric	\$ 2,250,000	\$ 2,600,000	\$ 13,000,000	\$ -	\$ 2,096,000		
Water			\$ 875,000				
Sewer			\$ 5,375,000				
Gas	\$ 1,500,000		\$ 2,500,000				
Total CD Investments	\$ 3,750,000	\$ 2,600,000	\$ 21,750,000	\$ -	\$ 2,096,000	\$ -	\$ -
Total Proprietary deposits	\$ 14,136,737	\$ 2,600,000	\$ 22,416,461	\$ 100	\$ 2,096,000	\$ 2,481,032	\$ -
					Grand total	\$ 43,730,330	
Grand total, all funds	\$ 29,327,964	\$ 7,479,082	\$ 42,364,303	\$ 100	\$ 2,646,000	\$ 4,684,343	\$ 9,548
					Grand total	\$ 86,511,340	

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Tyler Ficken, City Clerk

DATE: October 5, 2016

SUBJECT: Fremont Housing Authority Board of Commissioners

Recommendation: Move to approve the recommendation of the Mayor to reappoint Maggie Zarate to the Fremont Housing Authority Board of Commissioners for a four year term ending September 2021.

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Paul A. Payne, City Attorney

DATE: October 2016

SUBJECT: Acknowledge the receipt of tort claim filed by Tracy Lowther

RECOMMENDATION: A approve acknowledgement of the Tort Claim filed by Tracy Lowther

BACKGROUND; The City of Fremont has received a Notice of Tort Claim on behalf of Tracy Lowther alleging certain claims in connection with an alleged flooding in the basement which occurred on or about June 18, 2016 at 1540 and 1560 Dakota Street, Fremont, Nebraska.

Without getting into issues concerning the City's and other parties' liability, and whether the claim of Tracy Lowther 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: Tracy Lowther Phone Number: ~~XXXXXXXXXX~~

Claimant Address: 1430 E. 10th Street

Date of Loss: 6-18-16

Location of Loss: 1540 + 1560 Dakota Street

Description of Loss (use another sheet of paper if necessary):
(2) Gas H₂O Heaters
1524.18

Witness Name: _____ Witness Phone: _____

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

Other: _____ (Check all that apply)

Tracy Lowther
Signature of Claimant

10-6-16
Date

Tracy Lowther
Printed Name of Claimant

City Department Involved: _____

RECEIVED
OCT 06 2016
BY: [Signature]

ALL SYSTEMS, LLC

Net 30 Days

303 Empire Avenue
Fremont, NE 68025-6024

Invoice

Invoice Number:
69448

Invoice Date:
Jun 28, 2016

Page:
1

Heating * Air Conditioning * Refrigeration * Plumbing

Phone: ~~(402) 727-4464~~
Fax: (402) 727-4464

Bill To:
LOWTHER RENTALS
1430 E 10TH ST
FREMONT, NE 68025

Job Address:
1540 DAKOTA ST
1560 DAKOTA ST
FREMONT, NE

Customer ID	Work Completed	Payment Terms
LOWTHER RENTALS	6/21/16	DUE UPON RECEIPT
Technician/Plumber	Customer PO	
TIM H/BRIAN		

Quantity	Item	Description	Unit Price	Extension
		REPLACED TWO GAS WATER HEATERS DUE TO FLOODING IN BASEMENT.		
	0001P	LABOR		210.00
2.00	PERMIT	PERMIT	22.00	44.00
1.00	GCRL40	1540 - AO SMITH 40 GALLON NATURAL GAS WATER HEATER LOW BOY - MODEL: GCRL40, SERIAL: 1618J000996	513.70	513.70
1.00	GCRL40	1560 - AO SMITH 40 GALLON NATURAL GAS WATER HEATER LOW BOY - MODEL: GCRL40, SERIAL: 1617J007164	513.70	513.70
1.00	DU3412F	WATTS 3/4" FIP x 1/2" SW DIELECTRIC UNION	10.72	10.72
1.00	34CUNION	3/4" COPPER UNION CxC	14.28	14.28
0.50	3RP24	3"X2' ROUND B-VENT PIPE/FT	6.28	3.14
2.00	12F12M24	1/2FIPX1/2MIPX24 GAS CONNECTOR	25.83	51.66
1.00	122BN	1/2"x2" BLACK NIPPLE	1.75	1.75
2.00	34083	24" ALUMINUM WATER HEATER PAN	36.64	73.28
1.00	MISC PLMBG	MISC MATERIAL	5.00	5.00
2.00	34PPFADAP	3/4" PROGRESS FIP ADAPTER	7.63	15.26
1.00	3412PPCOUP	3/4"X1/2" PROGRESS REDUCER COUPLING	12.83	12.83

CONTRACTS & SERVICE CALLS -
Due and payable at completion.
1.5% Per Month Charged on All Past Due Accounts

Notification of disputes are to be made immediately upon receipt of invoice or invoice is due in full.

PAYMENT ACCEPTED BY: Cash, Check, Debit/Credit Card
Partial Payment Arrangements To Be Authorized By Office

Subtotal	Continued
Sales Tax	Continued
Total Invoice Amount	Continued
Payment Received	
Check No:	
TOTAL	Continued

Thank You! We Appreciate Your Business

Net 30 Days

ALL SYSTEMS, LLC

303 Empire Avenue
Fremont, NE 68025-6024

Invoice

Invoice Number:
69448

Invoice Date:
Jun 28, 2016

Heating * Air Conditioning * Refrigeration * Plumbing

Phone: ~~402-727-4464~~

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Page:
2

Bill To:
LOWTHER RENTALS
1430 E 10TH ST
FREMONT, NE 68025

Job Address:
1540 DAKOTA ST
1560 DAKOTA ST
FREMONT, NE

Customer ID	Work Completed	Payment Terms
LOWTHER RENTALS	6/21/16	DUE UPON RECEIPT
Technician/Plumber	Customer PO	
TIM H/BRIAN		

Quantity	Item	Description	Unit Price	Extension
1.00	12PPUN	1/2" PROGRESS UNION	19.90	19.90
1.00	34PPUN	3/4" PROGRESS UNION	27.72	27.72
1.00	53-450	48" RELIEF VALVE DRAIN TUBE	7.24	7.24

PAID 
7-5-16
ck# 3568

CONTRACTS & SERVICE CALLS -
Due and payable at completion.
1.5% Per Month Charged on All Past Due Accounts

Notification of disputes are to be made immediately upon receipt of invoice or invoice is due in full.

PAYMENT ACCEPTED BY: Cash, Check, Debit/Credit Card
Partial Payment Arrangements To Be Authorized By Office

Subtotal	1,524.18
Sales Tax	
Total Invoice Amount	1,524.18
Payment Received	
Check No:	
TOTAL	1,524.18

Thank You! We Appreciate Your Business

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: TYLER FICKEN, CITY CLERK

DATE: October 6, 2016

SUBJECT: Animal Fee Resolution

Recommendation: 1. Move to continue Resolution

Background: The Animal Control Fee Schedule outlines the City's fees for animal control services

The resolution proposed is refed to throughout the proposed Animal Control Ordinance. The Council can approve fees by resolution on an annual basis without requiring amendments to the Animal Control Ordinance.

RESOLUTION NO. 2016-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREMONT, NEBRASKA
CREATING A FEE SCHEDULE TO APPLY TO ALL DOGS, CATS, AND ANIMALS

RESOLVED, that said fees shall be as follows:

Pet License Tag fee for each neutered/spayed animal	\$ 10.00
Pet License Tag fee for each un-neutered mail or unspayed animal	\$ 15.00
Duplicate Pet License Tag fee	\$ 1.00
Delinquent Pet License Tag fees surcharge	\$ 5.00 in addition to Pet License Tag fee
Outside Agencies fees for issuing Pet License tag for City	\$ 1.00 per tag
No Pet License	\$ 15.00 1 st offense
No Pet License	\$ 25.00 2 nd offense
No Pet License	\$ 50.00 3 rd offense
Animal Running At Large	\$ 15.00 1 st offense in addition to shelter fees
Animal Running At Large	\$ 25.00 2 nd offense in addition to shelter fees.
Animal Running At Large	\$100.00 after third offense in addition to shelter fees.
No Pet Vaccination	\$ 20.00
Disturbing the Peace with Animal	\$ 20.00
Failure to Display Tags	\$ 10.00
Dangerous Animal	\$100.00 (no waiver)
Neglect of Animal	\$100.00
Dogs – liability of Owner	(Judge orders)

Impound fee per animal	\$ 40.00
Impound fee per animal after hours	\$ 50.00
Boarding of dogs	\$ 15.00 per night
Boarding of cats	\$ 10.00 per night
Additional fee for sick or dangerous animal	\$ 20.00 in addition to Medical expenses incurred for treatment
Rabies quarantine	\$ 20.00 per night plus impound fee
Microchipping	\$ 25.00 per animal

In addition to the aforementioned fees, there may be fees may be Ordered by the Court

All revenue shall be deposited into the general fund operation budget as determined by the Director of Finance and the billing and fees shall be effective from and after the passage of this Resolution.

PASSED AND APPROVED THIS _____ DAY OF _____, 2016.

ATTEST

Scott Getzschman, Mayor

Tyler Ficken, City Clerk

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Tyler Ficken, City Clerk
Paul Payne, City Attorney
Brian Newton, Interim City Administrator

DATE: October 6, 2016

SUBJECT: Fremont Municipal Code Revision

RECOMMENDATION: 1. Move to introduce Ordinance amending Fremont Municipal Code Chapter Six

Background: The long term goal for the revising of the Municipal Code is to update Chapter Six pertaining to Animals.

ORDINANCE NO. ____

AN ORDINANCE TO THE CITY OF FREMONT, NEBRASKA AMENDING CHAPTER 6 OF THE FREMONT MUNICIPAL CODE OF THE CITY OF FREMONT, NEBRASKA, ORDINANCE 3139 TITLED CHAPTER 6, POLICE REGULATIONS, TO REPEAL ORDINANCES IN CONFLICT HEREWITH, PROVIDING FOR AN EFFECTIVE DATE, AND PROVIDING FOR PUBLICATION IN PAMPHLET FORM

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF FREMONT, NEBRASKA

SECTION 1. That Chapter 6 POLICE REGULATIONS, Article 1, Article 2 and Article 3 be amended to read as follows:

CHAPTER 6
POLICE REGULATIONS
ARTICLE 1. CATS, DOGS AND PETS

§6-101. DEFINITIONS

As used in this chapter, the following terms mean:

ABANDON. Means to leave any ANIMAL in one's care, whether as OWNER or CUSTODIAN, for any length of time without making effective provision for its food, water, or other care as is reasonably necessary for the ANIMAL's health.

AT LARGE. "AT LARGE" shall be intended to mean off the property of his OWNER, keeper, or harbinger, and not under immediate control of a competent person. A dog shall be deemed to be under immediate control and in restraint within the meaning of this ordinance when it is controlled by leash, at "heel" beside a competent person and obedient to that person's commands, voice, signal or other effective means to maintain control of the ANIMAL, on or within a vehicle being driven or parked on the streets or within the property lines of its OWNER, keeper or harbinger.

ANIMAL. Any live, vertebrate creature other than human beings. The term shall not include an uncaptured wild creature.

ANIMAL CONTROL OFFICER. Means any member of the Nebraska State Patrol, any county or deputy sheriff, any member of the police force of any city or village, HEALTH DEPARTMENT employee, employee of the ANIMAL CONTROL AUTHORITY, or any other public official authorized by the City to enforce state or local ANIMAL control laws, rules, regulations, or ordinances.

ANIMAL CONTROL AUTHORITY. Shall mean an entity authorized to enforce the animal control laws of the City designated by the City Council.

ANIMAL SHELTER. Any facility operated by or contracted with the City or the ANIMAL CONTROL AUTHORITY for the purpose of IMPOUNDING or caring for ANIMALS held under the authority of this chapter.

AUCTIONS. Any place or facility where ANIMALS are regularly bought, sold, or traded, except for those facilities otherwise defined in this ordinance. This section does not apply to individual sales of ANIMALS by OWNERS.

BIRDS. Any feathered vertebrate, including pigeons, but excluding poultry and raptors.

BITE. Any seizure with the teeth by an ANIMAL.

CIRCUS. A commercial variety show featuring ANIMAL acts for public entertainment.

COMMERCIAL ANIMAL ESTABLISHMENT. Any PET shop, GROOMING SHOP, AUCTION, riding school or stable, CIRCUS, performing ANIMAL exhibition, or KENNEL (this term shall not include a VETERINARY HOSPITAL or VETERINARY CLINIC).

CRUELLY MISTREAT. Means to knowingly and intentionally kill, maim, disfigure, TORTURE, beat, mutilate, burn, scald, or otherwise inflict harm or cause pain upon any ANIMAL.

CRUELLY NEGLECT. Means to fail to provide any ANIMAL in one's care, whether as OWNER or CUSTODIAN, with food, water, SHELTER or other care as is reasonably necessary for the ANIMAL'S health.

DANGEROUS ANIMAL. Means an ANIMAL that (i) has killed a human being; (ii) has inflicted injury on a human being that requires MEDICAL TREATMENT; (iii) has killed a DOMESTIC ANIMAL without provocation; or (iv) has been previously determined to be a POTENTIALLY DANGEROUS ANIMAL by an ANIMAL CONTROL AUTHORITY or ANIMAL CONTROL OFFICER, the OWNER has received notice of such determination, and the ANIMAL inflicts an injury on a human being that does not require MEDICAL TREATMENT, injures a DOMESTIC ANIMAL, or threatens the safety of humans or DOMESTIC ANIMALS, or any specific ANIMAL declared to be a DANGEROUS ANIMAL by the City Council, Chief of Police or the ANIMAL CONTROL OFFICER. An ANIMAL shall not be defined as a DANGEROUS ANIMAL hereunder if the individual was antagonizing, tormenting, abusing, or assaulting the ANIMAL at the time of the injury or has, in the past, been observed or reported to have antagonized, tormented, abused, or assaulted the ANIMAL. An ANIMAL shall not be defined as a DANGEROUS ANIMAL if the injury, damage, or threat was sustained by an individual who, at the time, was committing a willful trespass, was committing any other tort upon the property of the OWNER of the ANIMAL, was tormenting, abusing, or assaulting the ANIMAL, or has, in the past, been observed or reported to have tormented, abused, or assaulted the ANIMAL, or was committing or attempting to commit a crime.

DOMESTIC ANIMAL. Shall mean either male or female cat, dog, or LIVESTOCK.

ENCLOSURE. Any tract of land intended to restrain or contain an ANIMAL by means of a building, fence, or any other means.

FERAL ANIMAL: Any dog or cat found AT LARGE within the Municipality without a collar, license tag, or identification tag.

FOWL. Any poultry, other than pigeons.

GROOMING SHOP. A commercial establishment where ANIMALS are bathed, clipped, plucked, or otherwise groomed.

HEALTH DEPARTMENT. Means the Central District Health Department or any agency with which the City contracts to enforce the provisions of Chapter 6 - ANIMALS of the Fremont City Code related to public health and welfare.

HYBRID ANIMAL. Means any ANIMAL which is the product of the breeding of a domestic ANIMAL with a nondomestic ANIMAL species.

HUMANE KILLING. Means the destruction of an ANIMAL by a method which causes the ANIMAL a minimum of pain and suffering.

IMPOUND. The act of capturing and arranging the temporary confinement of any ANIMAL by any ANIMAL CONTROL OFFICER.

KENNEL. Any premises or cattery, wherein any person engages in the business of boarding, breeding, buying, letting for hire, training for a fee, or selling dogs or cats.

LIVESTOCK. Any hooved ANIMAL commonly associated with domestic agricultural purposes, including but not limited to: pot-bellied pigs, horses, mules, donkeys, cows, sheep, goats, llamas, hogs.

MEDICAL TREATMENT. Means treatment administered by a veterinarian, physician or other licensed health care professional.

MUTILATION. Means intentionally causing permanent injury, disfigurement, degradation of function, incapacitation, or imperfection to an ANIMAL. MUTILATION does not include conduct performed by a veterinarian licensed to practice veterinary medicine and surgery in this state or conduct that conforms to accepted veterinary practices.

NEUTERED MALE. "NEUTERED MALE" shall be intended to mean any male ANIMAL which has been operated on to prevent conception.

OWNER OR CUSTODIAN. Any person, partnership, or corporation owning, keeping, harboring, or knowingly permitting one or more ANIMALS to remain on or about any premises owned or occupied by such person. An ANIMAL shall be deemed to be harbored if it is fed or SHELTERED for three consecutive days or more or has exercised control or custody of the

ANIMAL.

PERFORMING ANIMAL EXHIBITION. Any spectacle, display, act, or event other than CIRCUSES in which performing ANIMALS are used.

PET. Any ANIMAL kept for pleasure rather than utility.

PET SHOP. Any person, partnership, or corporation, whether operated separately or in connection with another business except for a licensed KENNEL, that buys, sells, or boards any species of ANIMAL.

POLICE ANIMAL means a horse or dog owned or controlled by the State of Nebraska or any county, city or village for the purpose of assisting a law enforcement officer in the performance of his or her official duties;

POTENTIALLY DANGEROUS ANIMAL. Means (a) any ANIMAL that when unprovoked (i) inflicts an injury on a human being that does not require MEDICAL TREATMENT, (ii) injures a DOMESTIC ANIMAL, or (iii) chases or approaches a person upon streets, sidewalks, or any public grounds in a menacing fashion or apparent attitude of attack or (b) any specific ANIMAL with a known propensity, tendency, or disposition to attack when unprovoked, to cause injury, or to threaten the safety of humans or DOMESTIC ANIMALS.

REPEATED BEATING. Means intentional successive strikes to an ANIMAL by a person resulting in serious bodily injury or death to the ANIMAL.

RESTRAINT. Any ANIMAL secured by a leash or lead, or under the immediate control of a responsible person and obedient to that person's commands, or within the real property limits of its OWNER.

RESIDENCE. The structure used as a domicile by a person or a family.

RIDING SCHOOL OR STABLE. Any place which has available for hire, boarding and/or riding instruction, any horse, pony, donkey, mule, or burro.

RUNNING AT LARGE. RUNNING AT LARGE shall mean any dog or other ANIMAL off the premises of the OWNER and not under the immediate control or restraint of a person physically capable of controlling or restraining the ANIMAL.

SCRATCH. Any scraping with the claws by an ANIMAL which causes an abrasion, puncture or wound of the skin.

SERIOUS INJURY OR ILLNESS. Includes any injury or illness to any ANIMAL which creates a substantial risk of death or which causes broken bones, prolonged impairment of health, or prolonged loss or impairment of the function of any bodily organ.

SERVICE ANIMAL As defined in the Americans With Disabilities Act, 42 U.S.C. § 1201

et seq, a service animal is defined as a dog that has been individually trained to do work or perform tasks for an individual with a disability. The task(s) performed by the dog must be directly related to the person's disability.

SHELTER. Any structure with a roof and walls designed and/or intended to house one or more ANIMALS.

SIGNIFICANT THREAT TO HEALTH OR SAFETY OF DOGS OR CATS MEANS; (a) Not providing SHELTER or protection from extreme weather resulting in serious health or life-threatening conditions predisposing to hyperthermia or hypothermia in dogs or cats, especially those that are not acclimated to the temperature (b) Acute injuries involving potentially life-threatening or disabling medical emergencies in which the OWNER fails or refuses to seek immediate veterinary care (c) Not providing food or water resulting in conditions of potential starvation, malnutrition or severe dehydration (d) Egregious human abuse such as trauma from beating, torturing, mutilating, burning or scalding; or (e) Failing to maintain sanitation resulting in egregious situations where a dog or cat cannot avoid walking, lying or standing in feces.

SPAYED FEMALE. "SPAYED FEMALE" shall be intended to mean any female ANIMAL which has been operated on to prevent conception.

TORTURE. Means intentionally subjecting an ANIMAL to extreme pain, suffering, or agony. TORTURE does not include conduct performed by a veterinarian licensed to practice veterinary medicine and surgery in this state or conduct that conforms to accepted veterinary practices.

VETERINARY HOSPITAL OR VETERINARY CLINIC. Any establishment maintained and operated by a licensed veterinarian for surgery, diagnosis and treatment of diseased and injured ANIMALS.

WILD ANIMAL. Any live ANIMAL normally found living in a state of nature and not normally subjected to domestication, including but not limited to: monkeys, raccoons, skunks, snakes, and lions, but excluding BIRDS.

§6-102 PET LICENSE TAG, REGISTRATION FEE: AMOUNTS: DELINQUENT

The OWNER of any dog or cat over the age of six months in the City of Fremont shall pay an annual pet license tag fee for said dog or cat. .

The annual pet license tag as provided in this section shall be issued annually by the City Clerk upon payment of a pet license tag fee per City Fee Schedule for each NEUTERED MALE or SPAYED FEMALE and per City Fee Schedule for each unneutered male or unspayed female. The annual pet license tag as provided in this section shall be for the period of January 1 through December 31 of the licensing year. The pet license tag provided for by this section shall be secured by each new OWNER or new resident within thirty days of establishing residency in the City or after acquiring said ANIMAL, notwithstanding the fact that the dog or cat may have been

registered within the annual period by a previous OWNER or that the dog or cat had been registered with another authority other than the City of Fremont.

The fee required in above shall become due on January 1 of the licensing year and shall become delinquent on February 1 of each year. The OWNER of any dog or cat in the City of Fremont registering the same after said fee has become delinquent shall pay a surcharge in accordance with the fees adopted by the governing body identified in the City of Fremont.

Pet license tags shall be issued by the City Clerk on and after the second (2nd) day of January of each year. Veterinarians issuing pet license tags for the City shall retain a fee per City Fee Schedule for each pet tag to cover the cost of issuing said pet license tags. Said fee shall be deducted from the pet license tag payable to the City. On and after March first (1st) of each year all dogs and cats without pet license tags shall be subject to apprehension and may be IMPOUNDED by the Police Department or the ANIMAL CONTROL OFFICER.

No pet license tag shall be issued by the City Clerk unless and until the dog or cat shall have been vaccinated as prescribed by this Article and a certificate of vaccination be presented and delivered to the City for the dog or cat license. Such certificate of vaccination shall be executed by a registered veterinarian who shall certify as to the time, place and date of vaccination for rabies that he administered to the dog or cat, and describe the dog or cat and OWNER of the dog or cat in sufficient particulars for identification purposes. Said pet license tag shall not be transferable, and no refund will be allowed in case of death, sale, or other disposition of the licensed dog or cat.

Upon the payment of the license fee, the City Clerk shall issue to the OWNER of a dog or cat a metallic tag for each dog or cat so licensed. The metallic tags shall be properly attached to the collar or harness of all dogs so licensed and shall entitle the OWNER to keep or harbor the said dog or cat until the thirty-first (31st) day of December following such licensing. In the event that a license tag is lost and upon satisfactory evidence that the original plate or tag was issued in accordance with the provisions herein, the City Fremont Code Clerk shall issue a duplicate or new tag for the balance of the year for which the license tax has been paid and shall charge and collect a fee per City Fee Schedule for each duplicate or new tag so issued. All pet license tag fees and collections shall be immediately credited to the General Fund. It shall be the duty of the City Clerk to issue tags of a suitable design that are different in appearance every year.

§6-102.01 DOG GUIDES, HEARING AID DOGS, AND SERVICE DOGS; EXEMPT FROM PET LICENSE TAG FEES.

With the exception of rabies inoculations, the provisions of this section and section 6-102 shall not be intended to apply to dogs whose OWNERS are nonresidents temporarily within the City, nor to dogs or cats brought into the City for the purpose of participating in any dog or cat show.

Every SERVICE ANIMAL shall be issued a pet license tag as required by local ordinances or resolutions, but no pet license tag fee shall be charged. Upon the retirement or discontinuance

of the ANIMAL as a SERVICE ANIMAL, the OWNER of the ANIMAL shall be liable for the payment of a pet license tag fees as prescribed by local ordinances and resolutions.

§6-103; REPEALED

§6-104 DOGS; PROCLAMATION.

It shall be the duty of the Mayor whenever in his or her opinion the danger to the public safety from rabid dogs is great or imminent, to issue a proclamation ordering all persons owning, keeping, or harboring any dog to muzzle the same, or to confine it for a period of not less than thirty (30) days or more than ninety (90) days from the date of such proclamation, or until such danger is passed. The dogs may be harbored by any good and sufficient means in a house, garage, or yard on the premise wherein the said OWNER may reside. Upon issuing the proclamation it shall be the duty of all persons owning, keeping, or harboring any dog to confine the same as herein provided.

§6-105 RUNNING AT LARGE:

It shall be unlawful for any OWNER to suffer or permit any dog or other ANIMAL to run AT LARGE within the corporate limits of the City of Fremont. It shall be the duty of the city ANIMAL CONTROL OFFICER or other appropriate city law enforcement officer to IMPOUND any ANIMAL found RUNNING AT LARGE within the City of Fremont. Every ANIMAL found RUNNING AT LARGE in violation of this or any other section of the Fremont City Code is declared to be a public nuisance and may be IMPOUNDED. All animals not under the immediate control of a person capable of controlling or restraining the ANIMAL may be taken into custody by any ANIMAL CONTROL OFFICER and IMPOUNDED in the ANIMAL SHELTER and there confined in a humane manner. The ANIMAL shall not be released until the shelter fees are paid. After three violations, said ANIMAL will be forfeited by OWNER and be available for adoption. The City of Fremont may also impose a fine against the OWNER(S) per City Fee Schedule.

§6-106 DOGS; CAPTURE IMPOSSIBLE.

The Municipal Police and the ANIMAL CONTROL OFFICER shall have the authority to kill any ANIMALS showing vicious tendencies, or characteristics of rabies which make capture impossible because of the danger involved.

§6-107 DANGEROUS ANIMALS, OR POTENTIALLY DANGEROUS ANIMALS.

(A) On OWNER'S Property

(1) While unattended on the OWNER'S property, a DANGEROUS ANIMAL or POTENTIALLY DANGEROUS ANIMAL shall be securely confined, in a humane manner, indoors or outdoors in a securely enclosed and locked pen or structure suitably designed to prevent the entry of young children and to prevent the ANIMAL from escaping. The pen or structure shall have secure sides and a secure top. If the pen or structure has no bottom secured to the sides, the sides shall be embedded into the ground at a depth of at least one foot. The pen or structure shall

also protect the ANIMAL from the elements. The OWNER of a DANGEROUS ANIMAL shall post warning signs on the property where the ANIMAL is kept that are clearly visible from all areas of public access and that inform persons that a DANGEROUS ANIMAL is on the property. Each warning sign shall be no less than ten inches by twelve inches and shall contain the words warning and DANGEROUS ANIMAL in high-contrast lettering at least three inches high on a black background.

(2) All pens or structures for confining DANGROUS ANIMALS or POTENTIALLY DANGEROUS ANIMALS constructed after November 22, 2016 shall be at least ten (10.0) feet from any privately-owned property abutting the ANIMAL OWNERS' property.

(B) DANGEROUS ANIMALS and POTENTIALLY DANGEROUS ANIMALS
Restraint; IMPOUNDMENT; Confiscation

(1) No OWNER of a DANGEROUS ANIMAL or POTENTIALLY DANGEROUS ANIMAL shall fail to keep such ANIMAL securely muzzled and restrained by a leash or chain whenever off the OWNER'S property.

(2) Any DANGEROUS ANIMAL or POTENTIALLY DANGEROUS ANIMAL found in violation of Fremont City Code may be immediately IMPOUNDED by ANIMAL CONTROL OFFICERS. The OWNER shall be responsible for the costs incurred by the ANIMAL CONTROL AUTHORITY for the care of the DANGEROUS ANIMAL or POTENTIALLY DANGEROUS ANIMAL confiscated by the ANIMAL CONTROL AUTHORITY or for the destruction of any DANGEROUS ANIMAL or POTENTIALLY DANGEROUS ANIMAL if the action by the ANIMAL CONTROL AUTHORITY is pursuant to law.

§6-108 INTEREFERENCE WITH POLICE, ANIMAL CONTROL; ENFORCEMENT, JURISDICTION; DUTIES.

It shall be unlawful for any person to hinder, delay, or interfere with any Law Enforcement Officer or ANIMAL CONTROL OFFICER who is performing any duty enjoined upon him by the provisions of this Article, or to break open, or in any manner directly or indirectly aid, counsel, or advise the breaking open of the ANIMAL SHELTER, any ambulance wagon, or other vehicle used for the collecting or conveying of ANIMALS to the shelter.

(A) This chapter shall be enforced only within the corporate limits of the City of Fremont.

(B) The Code provisions of this chapter shall be enforced by the City or agency with which the City contracts to enforce said provisions and the Police Department.

(C) This Chapter shall not apply to:

(1) Care or treatment of an ANIMAL by a veterinarian licensed under the Nebraska Veterinary Medicine and Surgery Practice Act;

(2) Commonly accepted care or treatment of a POLICE ANIMAL by a law enforcement

officer in the normal course of his or her duties;

(3) Research activity carried on by any research facility currently meeting the standards of the Federal Animal Welfare Act, 7 U.S.C. 2131 et seq., as such act existed on January 1, 2003;

(4) Commonly accepted practices of hunting, fishing, or trapping;

(5) Commonly accepted practices occurring in conjunction with rodeos, ANIMAL racing, or pulling contests;

(6) HUMANE KILLING of an ANIMAL by the OWNER or by his or her agent or a veterinarian upon the OWNER'S request;

(7) Commonly accepted practices of ANIMAL husbandry with respect to farm ANIMALS and commercial LIVESTOCK operations, including their transport from one location to another and non-negligent actions taken by personnel or agents of the Nebraska Department of Agriculture or the United States Department of Agriculture in the performance of duties prescribed by law;

(8) Use of reasonable force against an ANIMAL, other than a POLICE ANIMAL, which is working, including killing, capture, or restraint, if the ANIMAL is outside the owned or rented property of its OWNER or CUSTODIAN and is injuring or posing an immediate threat to any person or other ANIMAL;

(9) Killing of house or garden pests;

(10) Commonly followed humane practices occurring in conjunction with the slaughter of ANIMALS for food or byproducts; and

(11) Commonly accepted ANIMAL training practices.

§6-109 KILLING AND EXPOSING POISON PROHIBITED.

No person shall expose any known poisonous substance, whether mixed with food or not, so that the same shall be liable to be eaten by any ANIMAL; provided, that it shall not be unlawful for a person to expose common rat poison mixed only with vegetable substances on his or her own property.

§6-110 ANIMAL NOISE; BARKING AND OFFENSIVE.

It shall be unlawful for any person to own, keep, or harbor any ANIMAL which by loud, continued, or frequent barking, howling, or yelping shall annoy or disturb any neighborhood, or person, or which habitually barks at or chases pedestrians, drivers, or OWNERS of horses or vehicles while they are on any public sidewalks, streets, or alleys in the Municipality. Upon the written complaint of any person, filed with the City Clerk, that any ANIMAL owned by the person named in the complaint is an annoyance or disturbance, or otherwise violates the provisions of this section, or if a Law Enforcement Officer or ANIMAL CONTROL OFFICER, or his agents hear

or see an ANIMAL which by its actions is in violation of this section, the Police or the ANIMAL CONTROL OFFICER shall notify the OWNER to silence and restrain the ANIMAL. If such violations occur again, the Police or the ANIMAL CONTROL OFFICER shall issue a citation and the OWNER shall be fined in accordance to the applicable City Fee Schedule. The provisions of this section shall not be construed to apply to the City ANIMAL SHELTER.

§6-111 Rabies Control, Reporting and IMPOUNDMENT

(A) Any ANIMAL which is owned by a person and has bitten any person or caused an abrasion of the skin of any person shall be seized by the ANIMAL CONTROL AUTHORITY for a period of not less than ten (10) days if:

(1) The ANIMAL is suspected of having rabies, regardless of the species and whether or not the ANIMAL has been vaccinated;

(2) The ANIMAL is not vaccinated and is of a species determined by the State of Nebraska to be a rabid species; or

(3) The ANIMAL is of a species which has been determined by the State of Nebraska to be a rabid species not amenable to rabies protection by immunization, whether or not such ANIMAL has been vaccinated. If, after observation and examination by a veterinarian, at the end of the (10) ten-day period the ANIMAL shows no clinical signs of rabies, the ANIMAL may be released to its OWNER unless otherwise prohibited by law.

(B)(1) Except as provided in subdivision (b) of this subsection, whenever any person has been bitten or has an abrasion of the skin caused by an ANIMAL owned by another person, which ANIMAL has been vaccinated in accordance with State law or regulation or if such injury to a person is caused by an owned ANIMAL determined by the State of Nebraska to be a rabid species amenable to rabies protection by immunization which has been vaccinated, such ANIMAL shall be confined by the OWNER or other responsible person as required by the ANIMAL CONTROL AUTHORITY for a period of at least ten days and shall be observed and examined by a veterinarian at the end of such (10) ten-day period. If no clinical signs of rabies are found by the veterinarian, such animal may be released from confinement unless OWNERSHIP of the ANIMAL is otherwise prohibited by law.

(2) A vaccinated ANIMAL owned by a law enforcement or governmental military agency which BITES or causes an abrasion of the skin of any person during training or the performance of the ANIMAL'S duties may be confined as provided in subdivision (a) of this subsection. Such agency shall maintain OWNERSHIP of and shall control and supervise the actions of such ANIMAL for a period of ten (10) days following such injury. If during such period the death of the ANIMAL occurs for any reason, a veterinarian shall within twenty-four (24) hours of the death examine the tissues of the ANIMAL for clinical signs of rabies.

(C) Any ANIMAL of a rabid species which has bitten a person or caused an abrasion of the skin of a person and which is unowned or the OWNERSHIP of which cannot be determined within seventy-two hours of the time of the BITE or abrasion shall be immediately subject to any

tests which the ANIMAL CONTROL AUTHORITY believes are necessary to determine whether the ANIMAL is afflicted with rabies. The (72) seventy-two-hour period shall include holidays and weekends and shall not be extended for any reason. The tests required by this subsection may include tests which require the ANIMAL to be destroyed.

(D) All incidents of biting or scratching shall be reported in writing to the ANIMAL CONTROL AUTHORITY by the medical professional treating the injury, the injured party, or in the case of a minor child, the parent or guardian.

(E) In the case of domestic or HYBRID ANIMALS known to have been bitten by a rabid ANIMAL, the following rules shall apply:

(1) If the bitten or exposed domestic or HYBRID ANIMAL has not been vaccinated in accordance with State statute, such bitten or exposed domestic or HYBRID ANIMAL shall be immediately destroyed unless the OWNER is willing to place such domestic or HYBRID ANIMAL in strict isolation in a KENNEL under veterinary supervision for a period of not less than (6) six months; and

(2) If the bitten or exposed domestic or HYBRID ANIMAL has been vaccinated in accordance with State statutes, such domestic or HYBRID ANIMAL shall be subject to the following procedure: (1) Such domestic or HYBRID ANIMAL shall be immediately revaccinated and confined for a period of not less than (30) thirty days following vaccination; (2) if such domestic or HYBRID ANIMAL is not immediately revaccinated, such domestic or A HYBRID ANIMAL shall be confined in strict isolation in a KENNEL for a period of not less than (6) six months under the supervision of a veterinarian; or (3) such domestic or HYBRID ANIMAL shall be destroyed if the OWNER does not comply with either subdivision (1) or (2) of this subdivision.

§6-112 IMPOUNDED ANIMALS, DISPOSITION;

(A) All ANIMALS that are not DOMESTIC ANIMALS, including but not limited to feral cats, may be humanely euthanized as soon as they are captured or otherwise taken into custody.

(B) All ANIMALS IMPOUNDED pursuant to §6-111 and not euthanized shall be retained until completion of the observation period and the determination by a licensed veterinarian that said ANIMAL is not infected with rabies, and then may be redeemed by its OWNER upon payment of the fees for IMPOUNDMENT and cost of care as adopted by the ANIMAL CONTROL AUTHORITY and identified in the City of Fremont Fee Schedule. Any DOMESTIC ANIMAL not claimed within three (3) clear working days after being IMPOUNDED or such extended period as is granted in writing by the ANIMAL CONTROL AUTHORITY to allow the ANIMAL'S OWNER to construct a pen or structure in conformance with §6- 107 shall become the property of the ANIMAL CONTROL AUTHORITY and may be placed for adoption or humanely euthanized by said agency at its discretion.

(C) Any ANIMALS determined to have rabies by a licensed veterinarian shall be destroyed as soon as possible after that determination is made.

(D) All DOMESTIC ANIMALS IMPOUNDED pursuant to other sections of this Chapter shall be retained until redeemed by their OWNER upon payment of fees for IMPOUNDMENT and cost of care in an amount adopted by the ANIMAL CONTROL AUTHORITY and identified in the Fremont Fee Schedule. Any DOMESTIC ANIMAL not claimed within three (3) clear working days after being IMPOUNDED or such extended period as is granted in writing by the ANIMAL CONTROL AUTHORITY to allow the ANIMAL'S OWNER to construct a pen or structure in conformance with §6-107 shall become the property of the ANIMAL CONTROL AUTHORITY and may be placed for adoption or humanely euthanized by said agency at its discretion. The foregoing time period shall not include the day of IMPOUNDMENT.

(E) No dog or cat IMPOUNDED under this Chapter shall be released until said ANIMAL is vaccinated and issued a pet license tag as required by the provisions of this ordinance.

§6-113 DOGS AND CATS; DUTIES OF OWNER.

If a dog is believed to have rabies or has been bitten by a dog suspected of having rabies, such dog shall be confined by a leash or chain on the OWNER'S premises and shall be placed under the observation of a veterinarian at the expense of the OWNER for a period of ten (10) days. The OWNER shall notify the ANIMAL CONTROL OFFICER of the fact that his dog has been exposed to rabies and at his discretion, the ANIMAL CONTROL OFFICER is empowered to have such dog removed from the OWNER'S premises to a VETERINARY HOSPITAL and there placed under observation for a period of ten (10) days at the expense of the OWNER.

It shall be unlawful for any person knowing or suspecting a dog has rabies to allow such dog to be taken off his premises or beyond the limits of the City without the written permission of the ANIMAL CONTROL OFFICER. Every OWNER or other person, upon ascertaining a dog is rabid shall immediately notify the ANIMAL CONTROL OFFICER or a Law Enforcement Officer who shall either remove the dog to the pound or summarily destroy it. The provisions of this section shall also apply to cats.

§6-114 RABIES CONTROL; VACCINATION REQUIRED.

(A) Rabies Vaccination

(1) No OWNER of a dog, cat or ferret over the age of three (3) months shall fail to cause the same to be vaccinated against rabies by a duly licensed veterinarian.

(2) No OWNER of a dog, cat, or ferret vaccinated as required by subsection (A) shall fail to have such dog, cat, or ferret revaccinated within ten days of the expiration date set forth for the original or any subsequent vaccination of said dog, cat, or ferret.

(B) Vaccination Certificate

Every veterinarian who vaccinates a dog, cat, or ferret for rabies shall provide the OWNER thereof with a certificate showing the date of such vaccination. A copy of each such certificate or a compilation thereof providing notification that a vaccination certificate has been issued shall be

provided by each VETERINARY CLINIC or VETERINARY HOSPITAL to the City of Fremont by the 10th of each month following the date of issuance.

(C) Vaccination Certificate; Duty to Exhibit

The OWNER of a vaccinated dog, cat, or ferret shall exhibit the certificate of vaccination to any ANIMAL CONTROL OFFICER upon demand.

§6-115 DOGS, LIABILITY OF OWNER

It shall be unlawful for any person to allow a dog OWNED kept, or harbored by him, or under his charge or control, to injure or destroy any real or personal property of any description belonging to another person. The OWNER or possessor of any such dog, in addition to the usual judgment upon conviction, may be made to be liable to the persons so injured in an amount equal to the value of the damage so sustained, except those damages induced or provoked by the person claiming to suffer such damages.

(A) Dogs are hereby declared to be personal property for all intents and purposes, and, except as provided in subsection (2) of this section, the OWNER or OWNERS of any dog or dogs shall be liable for any and all damages that may accrue (a) to any person, other than a trespasser, by reason of having been bitten by any such dog or dogs and (b) to any person, firm, or corporation by reason of such dog or dogs killing, wounding, injuring, worrying, or chasing any person or persons or any sheep or other DOMESTIC ANIMALS belonging to such person, firm, or corporation. Such damage may be recovered in any court having jurisdiction of the amount claimed.

(B) (1) A governmental agency or its employees using a dog in military or police work shall not be liable under subsection (1) of this section to a party to, participant in, or person reasonably suspected to be a party to or participant in the act that prompted the use of the dog in the military or police work if the officers of the governmental agency were complying with a written policy on the necessary and appropriate use of a dog for military or police work adopted by the governmental agency and if the damage occurred while the dog was responding to a harassing or provoking act or the damage was the result of a reasonable use of force while the dog or dogs were assisting an employee of the agency in any of the following:

- (a) The apprehension or holding of a suspect if the employee has a reasonable suspicion of the suspect's involvement in criminal activity;
- (b) The investigation of a crime or possible crime;
- (c) The execution of a warrant; or
- (d) The defense of a peace officer or another person other than the suspect.

(2) For purposes of this subsection, harassing or provoking act means knowingly and intentionally attempting to interfere with, interfering with, teasing or harassing such dog in order to distract, or agitating or harming such dog.

§6-116: FOOD, WATER, HEALTH CARE; OWNER'S DUTY;

(A) No OWNER shall fail to provide proper and adequate food and potable water for his or her ANIMALS, or fail to seek veterinary care for any such ANIMALS that are sick or injured. Food and water container shall be of sufficient weight and design as to preclude readily tipping over and spilling the contents.

(B) No OWNER shall leave his or her PETS without SHELTER in freezing, adverse or stormy weather.

ARTICLE 2. ANIMALS GENERALLY

§6-201 REPEALED

§6-202 ANIMALS; BANNED FROM MUNICIPALITY.

It shall be unlawful for any person to keep or maintain any horse, mule, sheep, cow, goat, swine, potbellied pigs, poultry, including chickens, roosters, ducks, or geese, or other LIVESTOCK; in a residentially zoned area within the corporate limits, provided, that any such ANIMALS kept within the corporate limits by virtue of a grandfather clause shall not be kept or maintained within fifty (50') feet of any dwelling. This distance shall be measured from any outside edge of the ENCLOSURE or place wherein such ANIMALS are kept, maintained, or held to the occupied residence affected.

§6-203 ANIMALS; CRUELTY. AND ABANDONMENT

(A) Cruelty to ANIMALS Prohibited

(1) No person shall beat, CRUELLY MISTREAT, torment, tease, TORTURE, CRUELLY NEGLECT, or otherwise abuse any ANIMAL.

(2) No person shall cause, instigate, or permit any fight or other combat between ANIMALS, or between ANIMALS and humans.

(B) Abandonment of ANIMALS Prohibited

No OWNER of an ANIMAL shall ABANDON such ANIMAL.

§6-204 ANIMALS; WILD AND DANGEROUS

No person shall keep, or permit to be kept on their residential premises any WILD ANIMAL as a PET, for display, or for exhibition purposes.

No wild and DANGEROUS ANIMALS may be kept within the corporate limits except such ANIMALS may be kept for exhibition purposes by CIRCUSES and educational institutions.

§6-205; ANIMAL CARE: SHELTERS; ENCLOSURES

(A) SHELTER Required

No OWNER shall fail to provide his or her PETS with SHELTER of sufficient size to allow each PET to lie down, and of sufficient construction to shield the PETS from the wind, sun, temperature extremes and from precipitation.

(B) ENCLOSURE Required

No OWNER shall fail to confine his or her ANIMALS within an ENCLOSURE of sufficient size and design to prevent the ANIMAL from escaping or to restrain said ANIMAL by a securely fastened rope, chain, or cord in such a manner as to prevent such ANIMAL from going onto any public property or onto the property of another.

(C) SHELTERS and ENCLOSURES; Sanitation

No OWNER shall fail to keep the SHELTERS and ENCLOSURES on his or her property in a sanitary condition. As a minimum, OWNERS shall not fail to:

(1) Remove or dispose of in a sanitary manner, the bedding, offal manure, and waste materials accumulating from all ANIMALS at least once every seven (7) days.

(2) Clean and disinfect said SHELTERS and ENCLOSURES so as to prevent the breeding of flies and insects and the emission of deleterious and offensive odors therefrom.

§6-206 FOWLS; RUNNING AT LARGE

It shall be unlawful for any person to allow poultry, chickens, turkeys, geese, or any other FOWLS to run AT LARGE within the corporate limits.

§6-207 REPEALED

§6-208 ANIMALS; ABANDONMENT, NEGLECT, AND CRUELTY; LAW ENFORCEMENT OFFICER; POWERS; IMMUNITY.

Any law enforcement officer who has reason to believe that an ANIMAL has been abandoned or is being CRUELLY NEGLECTED or CRUELLY MISTREATED may seek a warrant authorizing entry upon private property to inspect, care for, or IMPOUND the ANIMAL.

Any law enforcement officer who has reason to believe that an ANIMAL has been abandoned or is being CRUELLY NEGLECTED or CRUELLY MISTREATED may issue a citation to the OWNER as prescribed by law.

Any law enforcement officer acting under this section shall not be liable for damage to property if such damage is not the result of the officer's negligence.

§6-209 ANIMALS; ABANDONMENT, NEGLECT, AND CRUELTY; PENALTY.

A person who intentionally, knowingly or recklessly ABANDONS, CRUELLY MISTREATS, or CRUELLY NEGLECTS an ANIMAL is guilty of an offense.

§6-210 ANIMALS; PITTING; DEFINITIONS.

Bearbaiting shall mean the pitting of any ANIMAL against a bear. Cockfighting shall mean the pitting of a FOWL against another FOWL. Dogfighting shall mean the pitting of a dog against another dog. Pitting shall mean bringing ANIMALS together in combat.

§6-211 ANIMALS; PITTING; PROHIBITED.

No person shall knowingly promote, engage in, or be employed at dogfighting, cockfighting, bearbaiting, or pitting an ANIMAL against another. Nor shall any person knowingly receive money for the admission of another person to a place kept for such purpose. Nor shall any person knowingly own, use, train, sell, or possess an ANIMAL for the purpose of ANIMAL pitting. Nor shall any person knowingly permit any act as described in this section to occur on any premises owned or controlled by him or her.

§6-212 REPEALED

§6-213 ANIMALS; ANIMAL WASTES.

The OWNER of every ANIMAL other than a SERVICE ANIMAL as defined in the Americans With Disabilities Act, 42 U.S.C. § 1201 et seq., shall be responsible for the immediate removal and proper disposal of any excreta deposited by his/her ANIMAL(S) on public walks, recreation areas or private property. It shall be a violation of this section for the OWNER to fail to immediately remove such excreta when notified of its existence and location, either by the City, by ANIMAL CONTROL AUTHORITY, or by the OWNER of the property on which the excreta was deposited.

§6-214. ACCIDENTS INVOLVING ANIMALS: DUTIES

No person who, as the operator of a motor vehicle, strikes an ANIMAL, shall fail to stop at once and render such assistance as may be possible and shall immediately report such injury or death to the ANIMAL'S OWNER, the police, or the ANIMAL CONTROL AUTHORITY for the City.

§6-215. EARCROPPING, DEWCLAW REMOVAL AND TAILDOCKING; PROHIBITION

No person, other than a licensed veterinarian, shall crop the ears, remove the dewclaws, or dock the tail of an ANIMAL.

§6-216. ISOLATION OF FEMALE ANIMALS IN HEAT

No OWNER of a female cat or dog in heat shall fail to take reasonable measures to isolate said female from male cats and dogs to prevent contact with such male ANIMALS except for planned breeding.

§6-217 ANIMAL TRAINING: PERFORMING: PRIZES:

(A) ANIMAL Training and Shows

ANIMALS may be off a leash when they are being trained for hunting or an animal show at a facility that is owned, leased or operated by a nationally recognized organization or a local affiliate sanctioned by such organization for the training, showing and betterment of ANIMALS such as the American Kennel Club or the United Kennel Club. ANIMALS may be off of a leash at an ANIMAL show that is sanctioned by a nationally recognized ANIMAL organization if such show obtains a permit from the City of Fremont. The application for said permit shall set forth the date and place of the show or event, and list the types of activities that will be taking place at the event. If the activities at such ANIMAL show do not violate any of the provisions of the Fremont City Code other than the RUNNING AT LARGE ordinance, or involve inhumane treatment of the ANIMALS at such event then a permit shall be issued by the City of Fremont, and a copy is sent the Fremont Police Department.

(B) ANIMALS as Prizes Prohibited

No person shall give away any live ANIMAL, fish, reptile, or BIRD as a prize for, or as an inducement to enter, any contest, game, or other competition, or as an inducement to enter a place of amusement; or offer such ANIMAL as an incentive to enter into any business agreement whereby the offer was for the purpose of attracting trade.

(C) Performing ANIMAL Exhibitions

(1) No performing ANIMAL exhibition or CIRCUS shall be permitted in which ANIMALS are induced or encouraged to perform through the use of chemical, mechanical, electrical, or manual devices in a manner which will cause, or is likely to cause, physical injury or suffering.

(2) All equipment used on a performing ANIMAL shall fit properly and be in good working condition.

(D) ANIMALS Used and Trained for Law Enforcement; Exemption

Any ANIMAL used by law enforcement agencies including but not limited to the City of Fremont Police Department, the Dodge County Sheriff's Department or the Nebraska State Patrol shall be exempted from the provisions of the Fremont City Ordinances including the AT LARGE and DANGEROUS ANIMAL Ordinances while such ANIMAL is being trained or used for law enforcement purposes.

§6-218 PENALTIES

(A) General Penalty

Any person violating any provision of this chapter shall be fined pursuant to this code. If a violation is of a continuing nature, each day of the violation shall constitute a separate violation.

(B) Nuisance

Any OWNER or any person in possession of any ANIMAL regulated by this chapter who fails to care for and control said ANIMAL shall be deemed to be maintaining a nuisance subject to abatement pursuant to the Fremont City Code upon written request by the Director of the Department of Health, City Physician, the City of Fremont Code Enforcement, the Fremont Police Department, or an ANIMAL CONTROL OFFICER, the abatement of which shall be the forfeiture of the ANIMAL or ANIMALS in violation. The procedure for abatement of nuisances set forth in the Fremont City Code shall be followed in all cases not involving an imminent threat to public health, safety or welfare or the health, safety or welfare of the ANIMAL or ANIMALS in violation.

In the event continuation of a public nuisance might cause irreparable harm or poses a serious threat to public health, safety or welfare or the health, safety or welfare of residents of the property in violation, the written notice to abate pursuant to the Fremont Code shall not be required as a condition precedent to commencing a legal action to obtain abatement of the nuisance and the City of Fremont, with the consent of the Mayor, may immediately file an action requesting such temporary or permanent order as is appropriate to expeditiously and permanently abate said nuisance and protect the public health, safety or welfare or the health safety or welfare of the residents of the property in violation.

§6-219 APPEAL PROCEDURE

(A). DANGEROUS ANIMAL and POTENTIALLY DANGEROUS ANIMAL;
Declaration; Appeal; Disposition

If it shall appear to a Fremont Police Officer or an ANIMAL CONTROL OFFICER that any ANIMAL conforms to the definition of a DANGEROUS ANIMAL or POTENTIALLY DANGEROUS ANIMAL, written notice declaring the ANIMAL a DANGEROUS ANIMAL or POTENTIALLY DANGEROUS ANIMAL shall be delivered to the ANIMAL'S OWNER either by personal service or by mail addressed to the last known address of said OWNER. An Officer has the authority and may seize an ANIMAL immediately if it is deemed necessary.

In the case of a DANGEROUS ANIMAL, within five (5) days of personal service or mailing of a notice of declaration to the ANIMAL'S OWNER said OWNER shall deliver said animal to the ANIMAL CONTROL AUTHORITY for IMPOUNDMENT and disposition pursuant to Chapter 6. In the case of a POTENTIALLY DANGEROUS ANIMAL, within five (5) days of personal service or mailing of a notice of declaration to the ANIMAL'S OWNER said OWNER shall either provide reasonable proof of compliance with Chapter 6 of the Fremont City Code or shall deliver said ANIMAL to the ANIMAL CONTROL AUTHORITY for IMPOUNDMENT and disposition. Refusal or failure by the OWNER of any ANIMAL declared a DANGEROUS ANIMAL or POTENTIALLY DANGEROUS ANIMAL to comply with this subsection shall be a violation of the Fremont City Code and shall be subject to abatement as a public nuisance pursuant to Fremont Municipal Code

The OWNER of any ANIMAL declared a POTENTIALLY DANGEROUS ANIMAL or DANGEROUS ANIMAL by a Fremont Police Officer or an ANIMAL CONTROL OFFICER may appeal the decision to the Fremont City Council by submitting a letter of appeal to the Fremont City Council within 72 hours of either receiving personal service or mailing of the written notice of declaration. The Fremont City Council shall hold a hearing within ten (10) days of delivery of the letter of appeal to the Authority. The hearing shall be conducted informally. The ANIMAL'S OWNER and ANIMAL CONTROL AUTHORITY shall present oral or written statements or reasons supporting or opposing the declaration to the Fremont City Council. Statements by each participant shall be limited to a total time of one hour or less. Upon conclusion of the hearing the Fremont City Council may reverse, modify or affirm the declaration of the Fremont Police Officer or ANIMAL CONTROL OFFICER. Notice of the determination of the Fremont City Council shall be given to the ANIMAL'S OWNER and the ANIMAL CONTROL AUTHORITY, either personally or by United States Mail.

ARTICLE 3. BEES

§6-301 BEES; WHERE PROHIBITED.

The keeping of bees within the City, two hundred (200') feet from any dwelling other than that of the OWNER of such bees, is hereby declared to be a nuisance and menace to the health and wellbeing of citizens of the City. Therefore, it shall be unlawful for any person to keep a hive of bees within the zoning jurisdiction of City within two hundred (200') feet of any dwelling other than that of the OWNER of such bees.

§6-302 BEES; FAILURE TO REMOVE.

Anyone having custody of a hive or swarm of bees within two hundred (200') feet of any dwelling other than that of the OWNER of such bees after receiving notice from the Chief of Police, and failing to remove such hive of bees from within such distance of such dwelling or failing to remove the same from within the zoning jurisdiction of the City within twenty- four (24) hours after receiving notice, shall be deemed guilty of a misdemeanor.

§6-303 BEES; AUTHORITY OF POLICE.

After twenty-four (24) hours has elapsed from the time notice has been given to the person in whose custody any bees may be found, the Chief of Police is empowered and authorized at his option either to destroy or remove such bees from the prohibited zone.

SECTION II. That all other Ordinances of the City of Fremont, Nebraska and Sections of the Fremont Municipal Code not amended hereby or in conflict herewith shall remain in full force and effect.

SECTION III. That this Ordinance shall be published in pamphlet form and shall take effect and be in force from and after its passage, approval and publication according to law.

PASSED AND APPROVED THIS _____ DAY OF _____, 2016.

SCOTT GETZSCHMAN, MAYOR

ATTEST

TYLER FICKEN, CITY CLERK

ORDINANCE NO. ____

AN ORDINANCE TO THE CITY OF FREMONT, NEBRASKA AMENDING CHAPTER 6 OF THE FREMONT MUNICIPAL CODE OF THE CITY OF FREMONT, NEBRASKA, ORDINANCE 3139 TITLED CHAPTER 6, POLICE REGULATIONS, TO REPEAL ORDINANCES IN CONFLICT HEREWITH, PROVIDING FOR AN EFFECTIVE DATE, AND PROVIDING FOR PUBLICATION IN PAMPHLET FORM

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF FREMONT, NEBRASKA

SECTION 1. That Chapter 6 POLICE REGULATIONS, Article 1, Article 2 and Article 3 be amended to read as follows:

CHAPTER 6
POLICE REGULATIONS
ARTICLE 1. CATS, DOGS AND PETS

§6-101. DEFINITIONS

As used in this chapter, the following terms mean:

ABANDON. Means to leave any ANIMAL in one's care, whether as OWNER or CUSTODIAN, for any length of time without making effective provision for its food, water, or other care as is reasonably necessary for the ANIMAL's health.

AT LARGE. "AT LARGE" shall be intended to mean off the property of his OWNER, keeper, or harbinger, and not under immediate control of a competent person. A dog shall be deemed to be under immediate control and in restraint within the meaning of this ordinance when it is controlled by leash, at "heel" beside a competent person and obedient to that person's commands, voice, signal or other effective means to maintain control of the ANIMAL, on or within a vehicle being driven or parked on the streets or within the property lines of its OWNER, keeper or harbinger.

ANIMAL. Any live, vertebrate creature other than human beings. The term shall not include an uncaptured wild creature.

ANIMAL CONTROL OFFICER. Means any member of the Nebraska State Patrol, any county or deputy sheriff, any member of the police force of any city or village, HEALTH DEPARTMENT employee, employee of the ANIMAL CONTROL AUTHORITY, or any other public official authorized by the City to enforce state or local ANIMAL control laws, rules, regulations, or ordinances.

ANIMAL CONTROL AUTHORITY. Shall mean an entity authorized to enforce the animal control laws of the City designated by the City Council.

ANIMAL SHELTER. Any facility operated by or contracted with the City or the ANIMAL CONTROL AUTHORITY for the purpose of IMPOUNDING or caring for ANIMALS held under the authority of this chapter.

AUCTIONS. Any place or facility where ANIMALS are regularly bought, sold, or traded, except for those facilities otherwise defined in this ordinance. This section does not apply to individual sales of ANIMALS by OWNERS.

BIRDS. Any feathered vertebrate, including pigeons, but excluding poultry and raptors.

BITE. Any seizure with the teeth by an ANIMAL.

CIRCUS. A commercial variety show featuring ANIMAL acts for public entertainment.

COMMERCIAL ANIMAL ESTABLISHMENT. Any PET shop, GROOMING SHOP, AUCTION, riding school or stable, CIRCUS, performing ANIMAL exhibition, or KENNEL (this term shall not include a VETERINARY HOSPITAL or VETERINARY CLINIC).

CRUELLY MISTREAT. Means to knowingly and intentionally kill, maim, disfigure, TORTURE, beat, mutilate, burn, scald, or otherwise inflict harm or cause pain upon any ANIMAL.

CRUELLY NEGLECT. Means to fail to provide any ANIMAL in one's care, whether as OWNER or CUSTODIAN, with food, water, SHELTER or other care as is reasonably necessary for the ANIMAL'S health.

DANGEROUS ANIMAL. Means an ANIMAL that (i) has killed a human being; (ii) has inflicted injury on a human being that requires MEDICAL TREATMENT; (iii) has killed a DOMESTIC ANIMAL without provocation; or (iv) has been previously determined to be a POTENTIALLY DANGEROUS ANIMAL by an ANIMAL CONTROL AUTHORITY or ANIMAL CONTROL OFFICER, the OWNER has received notice of such determination, and the ANIMAL inflicts an injury on a human being that does not require MEDICAL TREATMENT, injures a DOMESTIC ANIMAL, or threatens the safety of humans or DOMESTIC ANIMALS, or any specific ANIMAL declared to be a DANGEROUS ANIMAL by the City Council, Chief of Police or the ANIMAL CONTROL OFFICER. An ANIMAL shall not be defined as a DANGEROUS ANIMAL hereunder if the individual was antagonizing, tormenting, abusing, or assaulting the ANIMAL at the time of the injury or has, in the past, been observed or reported to have antagonized, tormented, abused, or assaulted the ANIMAL. An ANIMAL shall not be defined as a DANGEROUS ANIMAL if the injury, damage, or threat was sustained by an individual who, at the time, was committing a willful trespass, was committing any other tort upon the property of the OWNER of the ANIMAL, was tormenting, abusing, or assaulting the ANIMAL, or has, in the past, been observed or reported to have tormented, abused, or assaulted the ANIMAL, or was committing or attempting to commit a crime.

DOMESTIC ANIMAL. Shall mean either male or female cat, dog, or LIVESTOCK.

ENCLOSURE. Any tract of land intended to restrain or contain an ANIMAL by means of a building, fence, or any other means.

FERAL ANIMAL: Any dog or cat found AT LARGE within the Municipality without a collar, license tag, or identification tag.

FOWL. Any poultry, other than pigeons.

GROOMING SHOP. A commercial establishment where ANIMALS are bathed, clipped, plucked, or otherwise groomed.

HEALTH DEPARTMENT. Means the Central District Health Department or any agency with which the City contracts to enforce the provisions of Chapter 6 - ANIMALS of the Fremont City Code related to public health and welfare.

HYBRID ANIMAL. Means any ANIMAL which is the product of the breeding of a domestic ANIMAL with a nondomestic ANIMAL species.

HUMANE KILLING. Means the destruction of an ANIMAL by a method which causes the ANIMAL a minimum of pain and suffering.

IMPOUND. The act of capturing and arranging the temporary confinement of any ANIMAL by any ANIMAL CONTROL OFFICER.

KENNEL. Any premises or cattery, wherein any person engages in the business of boarding, breeding, buying, letting for hire, training for a fee, or selling dogs or cats.

LIVESTOCK. Any hooved ANIMAL commonly associated with domestic agricultural purposes, including but not limited to: pot-bellied pigs, horses, mules, donkeys, cows, sheep, goats, llamas, hogs.

MEDICAL TREATMENT. Means treatment administered by a veterinarian, physician or other licensed health care professional.

MUTILATION. Means intentionally causing permanent injury, disfigurement, degradation of function, incapacitation, or imperfection to an ANIMAL. MUTILATION does not include conduct performed by a veterinarian licensed to practice veterinary medicine and surgery in this state or conduct that conforms to accepted veterinary practices.

NEUTERED MALE. "NEUTERED MALE" shall be intended to mean any male ANIMAL which has been operated on to prevent conception.

OWNER OR CUSTODIAN. Any person, partnership, or corporation owning, keeping, harboring, or knowingly permitting one or more ANIMALS to remain on or about any premises owned or occupied by such person. An ANIMAL shall be deemed to be harbored if it is fed or SHELTERED for three consecutive days or more or has exercised control or custody of the

ANIMAL.

PERFORMING ANIMAL EXHIBITION. Any spectacle, display, act, or event other than CIRCUSES in which performing ANIMALS are used.

PET. Any ANIMAL kept for pleasure rather than utility.

PET SHOP. Any person, partnership, or corporation, whether operated separately or in connection with another business except for a licensed KENNEL, that buys, sells, or boards any species of ANIMAL.

POLICE ANIMAL means a horse or dog owned or controlled by the State of Nebraska or any county, city or village for the purpose of assisting a law enforcement officer in the performance of his or her official duties;

POTENTIALLY DANGEROUS ANIMAL. Means (a) any ANIMAL that when unprovoked (i) inflicts an injury on a human being that does not require MEDICAL TREATMENT, (ii) injures a DOMESTIC ANIMAL, or (iii) chases or approaches a person upon streets, sidewalks, or any public grounds in a menacing fashion or apparent attitude of attack or (b) any specific ANIMAL with a known propensity, tendency, or disposition to attack when unprovoked, to cause injury, or to threaten the safety of humans or DOMESTIC ANIMALS.

REPEATED BEATING. Means intentional successive strikes to an ANIMAL by a person resulting in serious bodily injury or death to the ANIMAL.

RESTRAINT. Any ANIMAL secured by a leash or lead, or under the immediate control of a responsible person and obedient to that person's commands, or within the real property limits of its OWNER.

RESIDENCE. The structure used as a domicile by a person or a family.

RIDING SCHOOL OR STABLE. Any place which has available for hire, boarding and/or riding instruction, any horse, pony, donkey, mule, or burro.

RUNNING AT LARGE. RUNNING AT LARGE shall mean any dog or other ANIMAL off the premises of the OWNER and not under the immediate control or restraint of a person physically capable of controlling or restraining the ANIMAL.

SCRATCH. Any scraping with the claws by an ANIMAL which causes an abrasion, puncture or wound of the skin.

SERIOUS INJURY OR ILLNESS. Includes any injury or illness to any ANIMAL which creates a substantial risk of death or which causes broken bones, prolonged impairment of health, or prolonged loss or impairment of the function of any bodily organ.

SERVICE ANIMAL As defined in the Americans With Disabilities Act, 42 U.S.C. § 1201

et seq, a service animal is defined as a dog that has been individually trained to do work or perform tasks for an individual with a disability. The task(s) performed by the dog must be directly related to the person's disability.

SHELTER. Any structure with a roof and walls designed and/or intended to house one or more ANIMALS.

SIGNIFICANT THREAT TO HEALTH OR SAFETY OF DOGS OR CATS MEANS; (a) Not providing SHELTER or protection from extreme weather resulting in serious health or life-threatening conditions predisposing to hyperthermia or hypothermia in dogs or cats, especially those that are not acclimated to the temperature (b) Acute injuries involving potentially life-threatening or disabling medical emergencies in which the OWNER fails or refuses to seek immediate veterinary care (c) Not providing food or water resulting in conditions of potential starvation, malnutrition or severe dehydration (d) Egregious human abuse such as trauma from beating, torturing, mutilating, burning or scalding; or (e) Failing to maintain sanitation resulting in egregious situations where a dog or cat cannot avoid walking, lying or standing in feces.

SPAYED FEMALE. "SPAYED FEMALE" shall be intended to mean any female ANIMAL which has been operated on to prevent conception.

TORTURE. Means intentionally subjecting an ANIMAL to extreme pain, suffering, or agony. TORTURE does not include conduct performed by a veterinarian licensed to practice veterinary medicine and surgery in this state or conduct that conforms to accepted veterinary practices.

VETERINARY HOSPITAL OR VETERINARY CLINIC. Any establishment maintained and operated by a licensed veterinarian for surgery, diagnosis and treatment of diseased and injured ANIMALS.

WILD ANIMAL. Any live ANIMAL normally found living in a state of nature and not normally subjected to domestication, including but not limited to: monkeys, raccoons, skunks, snakes, and lions, but excluding BIRDS.

§6-102 PET LICENSE TAG, REGISTRATION FEE: AMOUNTS: DELINQUENT

The OWNER of any dog or cat over the age of six months in the City of Fremont shall pay an annual pet license tag fee for said dog or cat. .

The annual pet license tag as provided in this section shall be issued annually by the City Clerk upon payment of a pet license tag fee per City Fee Schedule for each NEUTERED MALE or SPAYED FEMALE and per City Fee Schedule for each unneutered male or unspayed female. The annual pet license tag as provided in this section shall be for the period of January 1 through December 31 of the licensing year. The pet license tag provided for by this section shall be secured by each new OWNER or new resident within thirty days of establishing residency in the City or after acquiring said ANIMAL, notwithstanding the fact that the dog or cat may have been

registered within the annual period by a previous OWNER or that the dog or cat had been registered with another authority other than the City of Fremont.

The fee required in above shall become due on January 1 of the licensing year and shall become delinquent on February 1 of each year. The OWNER of any dog or cat in the City of Fremont registering the same after said fee has become delinquent shall pay a surcharge in accordance with the fees adopted by the governing body identified in the City of Fremont.

Pet license tags shall be issued by the City Clerk on and after the second (2nd) day of January of each year. Veterinarians issuing pet license tags for the City shall retain a fee per City Fee Schedule for each pet tag to cover the cost of issuing said pet license tags. Said fee shall be deducted from the pet license tag payable to the City. On and after March first (1st) of each year all dogs and cats without pet license tags shall be subject to apprehension and may be IMPOUNDED by the Police Department or the ANIMAL CONTROL OFFICER.

No pet license tag shall be issued by the City Clerk unless and until the dog or cat shall have been vaccinated as prescribed by this Article and a certificate of vaccination be presented and delivered to the City for the dog or cat license. Such certificate of vaccination shall be executed by a registered veterinarian who shall certify as to the time, place and date of vaccination for rabies that he administered to the dog or cat, and describe the dog or cat and OWNER of the dog or cat in sufficient particulars for identification purposes. Said pet license tag shall not be transferable, and no refund will be allowed in case of death, sale, or other disposition of the licensed dog or cat.

Upon the payment of the license fee, the City Clerk shall issue to the OWNER of a dog or cat a metallic tag for each dog or cat so licensed. The metallic tags shall be properly attached to the collar or harness of all dogs so licensed and shall entitle the OWNER to keep or harbor the said dog or cat until the thirty-first (31st) day of December following such licensing. In the event that a license tag is lost and upon satisfactory evidence that the original plate or tag was issued in accordance with the provisions herein, the City Fremont Code Clerk shall issue a duplicate or new tag for the balance of the year for which the license tax has been paid and shall charge and collect a fee per City Fee Schedule for each duplicate or new tag so issued. All pet license tag fees and collections shall be immediately credited to the General Fund. It shall be the duty of the City Clerk to issue tags of a suitable design that are different in appearance every year.

§6-102.01 DOG GUIDES, HEARING AID DOGS, AND SERVICE DOGS; EXEMPT FROM PET LICENSE TAG FEES.

With the exception of rabies inoculations, the provisions of this section and section 6-102 shall not be intended to apply to dogs whose OWNERS are nonresidents temporarily within the City, nor to dogs or cats brought into the City for the purpose of participating in any dog or cat show.

Every SERVICE ANIMAL shall be issued a pet license tag as required by local ordinances or resolutions, but no pet license tag fee shall be charged. Upon the retirement or discontinuance

of the ANIMAL as a SERVICE ANIMAL, the OWNER of the ANIMAL shall be liable for the payment of a pet license tag fees as prescribed by local ordinances and resolutions.

§6-103; REPEALED

§6-104 DOGS; PROCLAMATION.

It shall be the duty of the Mayor whenever in his or her opinion the danger to the public safety from rabid dogs is great or imminent, to issue a proclamation ordering all persons owning, keeping, or harboring any dog to muzzle the same, or to confine it for a period of not less than thirty (30) days or more than ninety (90) days from the date of such proclamation, or until such danger is passed. The dogs may be harbored by any good and sufficient means in a house, garage, or yard on the premise wherein the said OWNER may reside. Upon issuing the proclamation it shall be the duty of all persons owning, keeping, or harboring any dog to confine the same as herein provided.

§6-105 RUNNING AT LARGE:

It shall be unlawful for any OWNER to suffer or permit any dog or other ANIMAL to run AT LARGE within the corporate limits of the City of Fremont. It shall be the duty of the city ANIMAL CONTROL OFFICER or other appropriate city law enforcement officer to IMPOUND any ANIMAL found RUNNING AT LARGE within the City of Fremont. Every ANIMAL found RUNNING AT LARGE in violation of this or any other section of the Fremont City Code is declared to be a public nuisance and may be IMPOUNDED. All animals not under the immediate control of a person capable of controlling or restraining the ANIMAL may be taken into custody by any ANIMAL CONTROL OFFICER and IMPOUNDED in the ANIMAL SHELTER and there confined in a humane manner. The ANIMAL shall not be released until the shelter fees are paid. After three violations, said ANIMAL will be forfeited by OWNER and be available for adoption. The City of Fremont may also impose a fine against the OWNER(S) per City Fee Schedule.

§6-106 DOGS; CAPTURE IMPOSSIBLE.

The Municipal Police and the ANIMAL CONTROL OFFICER shall have the authority to kill any ANIMALS showing vicious tendencies, or characteristics of rabies which make capture impossible because of the danger involved.

§6-107 DANGEROUS ANIMALS, OR POTENTIALLY DANGEROUS ANIMALS.

(A) On OWNER'S Property

(1) While unattended on the OWNER'S property, a DANGEROUS ANIMAL or POTENTIALLY DANGEROUS ANIMAL shall be securely confined, in a humane manner, indoors or outdoors in a securely enclosed and locked pen or structure suitably designed to prevent the entry of young children and to prevent the ANIMAL from escaping. The pen or structure shall have secure sides and a secure top. If the pen or structure has no bottom secured to the sides, the sides shall be embedded into the ground at a depth of at least one foot. The pen or structure shall

also protect the ANIMAL from the elements. The OWNER of a DANGEROUS ANIMAL shall post warning signs on the property where the ANIMAL is kept that are clearly visible from all areas of public access and that inform persons that a DANGEROUS ANIMAL is on the property. Each warning sign shall be no less than ten inches by twelve inches and shall contain the words warning and DANGEROUS ANIMAL in high-contrast lettering at least three inches high on a black background.

(2) All pens or structures for confining DANGROUS ANIMALS or POTENTIALLY DANGEROUS ANIMALS constructed after November 22, 2016 shall be at least ten (10.0) feet from any privately-owned property abutting the ANIMAL OWNERS' property.

(B) DANGEROUS ANIMALS and POTENTIALLY DANGEROUS ANIMALS
Restraint; IMPOUNDMENT; Confiscation

(1) No OWNER of a DANGEROUS ANIMAL or POTENTIALLY DANGEROUS ANIMAL shall fail to keep such ANIMAL securely muzzled and restrained by a leash or chain whenever off the OWNER'S property.

(2) Any DANGEROUS ANIMAL or POTENTIALLY DANGEROUS ANIMAL found in violation of Fremont City Code may be immediately IMPOUNDED by ANIMAL CONTROL OFFICERS. The OWNER shall be responsible for the costs incurred by the ANIMAL CONTROL AUTHORITY for the care of the DANGEROUS ANIMAL or POTENTIALLY DANGEROUS ANIMAL confiscated by the ANIMAL CONTROL AUTHORITY or for the destruction of any DANGEROUS ANIMAL or POTENTIALLY DANGEROUS ANIMAL if the action by the ANIMAL CONTROL AUTHORITY is pursuant to law.

§6-108 INTEREFERENCE WITH POLICE, ANIMAL CONTROL; ENFORCEMENT, JURISDICTION; DUTIES.

It shall be unlawful for any person to hinder, delay, or interfere with any Law Enforcement Officer or ANIMAL CONTROL OFFICER who is performing any duty enjoined upon him by the provisions of this Article, or to break open, or in any manner directly or indirectly aid, counsel, or advise the breaking open of the ANIMAL SHELTER, any ambulance wagon, or other vehicle used for the collecting or conveying of ANIMALS to the shelter.

(A) This chapter shall be enforced only within the corporate limits of the City of Fremont.

(B) The Code provisions of this chapter shall be enforced by the City or agency with which the City contracts to enforce said provisions and the Police Department.

(C) This Chapter shall not apply to:

(1) Care or treatment of an ANIMAL by a veterinarian licensed under the Nebraska Veterinary Medicine and Surgery Practice Act;

(2) Commonly accepted care or treatment of a POLICE ANIMAL by a law enforcement

officer in the normal course of his or her duties;

(3) Research activity carried on by any research facility currently meeting the standards of the Federal Animal Welfare Act, 7 U.S.C. 2131 et seq., as such act existed on January 1, 2003;

(4) Commonly accepted practices of hunting, fishing, or trapping;

(5) Commonly accepted practices occurring in conjunction with rodeos, ANIMAL racing, or pulling contests;

(6) HUMANE KILLING of an ANIMAL by the OWNER or by his or her agent or a veterinarian upon the OWNER'S request;

(7) Commonly accepted practices of ANIMAL husbandry with respect to farm ANIMALS and commercial LIVESTOCK operations, including their transport from one location to another and non-negligent actions taken by personnel or agents of the Nebraska Department of Agriculture or the United States Department of Agriculture in the performance of duties prescribed by law;

(8) Use of reasonable force against an ANIMAL, other than a POLICE ANIMAL, which is working, including killing, capture, or restraint, if the ANIMAL is outside the owned or rented property of its OWNER or CUSTODIAN and is injuring or posing an immediate threat to any person or other ANIMAL;

(9) Killing of house or garden pests;

(10) Commonly followed humane practices occurring in conjunction with the slaughter of ANIMALS for food or byproducts; and

(11) Commonly accepted ANIMAL training practices.

§6-109 KILLING AND EXPOSING POISON PROHIBITED.

No person shall expose any known poisonous substance, whether mixed with food or not, so that the same shall be liable to be eaten by any ANIMAL; provided, that it shall not be unlawful for a person to expose common rat poison mixed only with vegetable substances on his or her own property.

§6-110 ANIMAL NOISE; BARKING AND OFFENSIVE.

It shall be unlawful for any person to own, keep, or harbor any ANIMAL which by loud, continued, or frequent barking, howling, or yelping shall annoy or disturb any neighborhood, or person, or which habitually barks at or chases pedestrians, drivers, or OWNERS of horses or vehicles while they are on any public sidewalks, streets, or alleys in the Municipality. Upon the written complaint of any person, filed with the City Clerk, that any ANIMAL owned by the person named in the complaint is an annoyance or disturbance, or otherwise violates the provisions of this section, or if a Law Enforcement Officer or ANIMAL CONTROL OFFICER, or his agents hear

or see an ANIMAL which by its actions is in violation of this section, the Police or the ANIMAL CONTROL OFFICER shall notify the OWNER to silence and restrain the ANIMAL. If such violations occur again, the Police or the ANIMAL CONTROL OFFICER shall issue a citation and the OWNER shall be fined in accordance to the applicable City Fee Schedule. The provisions of this section shall not be construed to apply to the City ANIMAL SHELTER.

§6-111 Rabies Control, Reporting and IMPOUNDMENT

(A) Any ANIMAL which is owned by a person and has bitten any person or caused an abrasion of the skin of any person shall be seized by the ANIMAL CONTROL AUTHORITY for a period of not less than ten (10) days if:

(1) The ANIMAL is suspected of having rabies, regardless of the species and whether or not the ANIMAL has been vaccinated;

(2) The ANIMAL is not vaccinated and is of a species determined by the State of Nebraska to be a rabid species; or

(3) The ANIMAL is of a species which has been determined by the State of Nebraska to be a rabid species not amenable to rabies protection by immunization, whether or not such ANIMAL has been vaccinated. If, after observation and examination by a veterinarian, at the end of the (10) ten-day period the ANIMAL shows no clinical signs of rabies, the ANIMAL may be released to its OWNER unless otherwise prohibited by law.

(B)(1) Except as provided in subdivision (b) of this subsection, whenever any person has been bitten or has an abrasion of the skin caused by an ANIMAL owned by another person, which ANIMAL has been vaccinated in accordance with State law or regulation or if such injury to a person is caused by an owned ANIMAL determined by the State of Nebraska to be a rabid species amenable to rabies protection by immunization which has been vaccinated, such ANIMAL shall be confined by the OWNER or other responsible person as required by the ANIMAL CONTROL AUTHORITY for a period of at least ten days and shall be observed and examined by a veterinarian at the end of such (10) ten-day period. If no clinical signs of rabies are found by the veterinarian, such animal may be released from confinement unless OWNERSHIP of the ANIMAL is otherwise prohibited by law.

(2) A vaccinated ANIMAL owned by a law enforcement or governmental military agency which BITES or causes an abrasion of the skin of any person during training or the performance of the ANIMAL'S duties may be confined as provided in subdivision (a) of this subsection. Such agency shall maintain OWNERSHIP of and shall control and supervise the actions of such ANIMAL for a period of ten (10) days following such injury. If during such period the death of the ANIMAL occurs for any reason, a veterinarian shall within twenty-four (24) hours of the death examine the tissues of the ANIMAL for clinical signs of rabies.

(C) Any ANIMAL of a rabid species which has bitten a person or caused an abrasion of the skin of a person and which is unowned or the OWNERSHIP of which cannot be determined within seventy-two hours of the time of the BITE or abrasion shall be immediately subject to any

tests which the ANIMAL CONTROL AUTHORITY believes are necessary to determine whether the ANIMAL is afflicted with rabies. The (72) seventy-two-hour period shall include holidays and weekends and shall not be extended for any reason. The tests required by this subsection may include tests which require the ANIMAL to be destroyed.

(D) All incidents of biting or scratching shall be reported in writing to the ANIMAL CONTROL AUTHORITY by the medical professional treating the injury, the injured party, or in the case of a minor child, the parent or guardian.

(E) In the case of domestic or HYBRID ANIMALS known to have been bitten by a rabid ANIMAL, the following rules shall apply:

(1) If the bitten or exposed domestic or HYBRID ANIMAL has not been vaccinated in accordance with State statute, such bitten or exposed domestic or HYBRID ANIMAL shall be immediately destroyed unless the OWNER is willing to place such domestic or HYBRID ANIMAL in strict isolation in a KENNEL under veterinary supervision for a period of not less than (6) six months; and

(2) If the bitten or exposed domestic or HYBRID ANIMAL has been vaccinated in accordance with State statutes, such domestic or HYBRID ANIMAL shall be subject to the following procedure: (1) Such domestic or HYBRID ANIMAL shall be immediately revaccinated and confined for a period of not less than (30) thirty days following vaccination; (2) if such domestic or HYBRID ANIMAL is not immediately revaccinated, such domestic or A HYBRID ANIMAL shall be confined in strict isolation in a KENNEL for a period of not less than (6) six months under the supervision of a veterinarian; or (3) such domestic or HYBRID ANIMAL shall be destroyed if the OWNER does not comply with either subdivision (1) or (2) of this subdivision.

§6-112 IMPOUNDED ANIMALS, DISPOSITION;

(A) All ANIMALS that are not DOMESTIC ANIMALS, including but not limited to feral cats, may be humanely euthanized as soon as they are captured or otherwise taken into custody.

(B) All ANIMALS IMPOUNDED pursuant to §6-111 and not euthanized shall be retained until completion of the observation period and the determination by a licensed veterinarian that said ANIMAL is not infected with rabies, and then may be redeemed by its OWNER upon payment of the fees for IMPOUNDMENT and cost of care as adopted by the ANIMAL CONTROL AUTHORITY and identified in the City of Fremont Fee Schedule. Any DOMESTIC ANIMAL not claimed within three (3) clear working days after being IMPOUNDED or such extended period as is granted in writing by the ANIMAL CONTROL AUTHORITY to allow the ANIMAL'S OWNER to construct a pen or structure in conformance with §6- 107 shall become the property of the ANIMAL CONTROL AUTHORITY and may be placed for adoption or humanely euthanized by said agency at its discretion.

(C) Any ANIMALS determined to have rabies by a licensed veterinarian shall be destroyed as soon as possible after that determination is made.

(D) All DOMESTIC ANIMALS IMPOUNDED pursuant to other sections of this Chapter shall be retained until redeemed by their OWNER upon payment of fees for IMPOUNDMENT and cost of care in an amount adopted by the ANIMAL CONTROL AUTHORITY and identified in the Fremont Fee Schedule. Any DOMESTIC ANIMAL not claimed within three (3) clear working days after being IMPOUNDED or such extended period as is granted in writing by the ANIMAL CONTROL AUTHORITY to allow the ANIMAL'S OWNER to construct a pen or structure in conformance with §6-107 shall become the property of the ANIMAL CONTROL AUTHORITY and may be placed for adoption or humanely euthanized by said agency at its discretion. The foregoing time period shall not include the day of IMPOUNDMENT.

(E) No dog or cat IMPOUNDED under this Chapter shall be released until said ANIMAL is vaccinated and issued a pet license tag as required by the provisions of this ordinance.

§6-113 DOGS AND CATS; DUTIES OF OWNER.

If a dog is believed to have rabies or has been bitten by a dog suspected of having rabies, such dog shall be confined by a leash or chain on the OWNER'S premises and shall be placed under the observation of a veterinarian at the expense of the OWNER for a period of ten (10) days. The OWNER shall notify the ANIMAL CONTROL OFFICER of the fact that his dog has been exposed to rabies and at his discretion, the ANIMAL CONTROL OFFICER is empowered to have such dog removed from the OWNER'S premises to a VETERINARY HOSPITAL and there placed under observation for a period of ten (10) days at the expense of the OWNER.

It shall be unlawful for any person knowing or suspecting a dog has rabies to allow such dog to be taken off his premises or beyond the limits of the City without the written permission of the ANIMAL CONTROL OFFICER. Every OWNER or other person, upon ascertaining a dog is rabid shall immediately notify the ANIMAL CONTROL OFFICER or a Law Enforcement Officer who shall either remove the dog to the pound or summarily destroy it. The provisions of this section shall also apply to cats.

§6-114 RABIES CONTROL; VACCINATION REQUIRED.

(A) Rabies Vaccination

(1) No OWNER of a dog, cat or ferret over the age of three (3) months shall fail to cause the same to be vaccinated against rabies by a duly licensed veterinarian.

(2) No OWNER of a dog, cat, or ferret vaccinated as required by subsection (A) shall fail to have such dog, cat, or ferret revaccinated within ten days of the expiration date set forth for the original or any subsequent vaccination of said dog, cat, or ferret.

(B) Vaccination Certificate

Every veterinarian who vaccinates a dog, cat, or ferret for rabies shall provide the OWNER thereof with a certificate showing the date of such vaccination. A copy of each such certificate or a compilation thereof providing notification that a vaccination certificate has been issued shall be

provided by each VETERINARY CLINIC or VETERINARY HOSPITAL to the City of Fremont by the 10th of each month following the date of issuance.

(C) Vaccination Certificate; Duty to Exhibit

The OWNER of a vaccinated dog, cat, or ferret shall exhibit the certificate of vaccination to any ANIMAL CONTROL OFFICER upon demand.

§6-115 DOGS, LIABILITY OF OWNER

It shall be unlawful for any person to allow a dog OWNED kept, or harbored by him, or under his charge or control, to injure or destroy any real or personal property of any description belonging to another person. The OWNER or possessor of any such dog, in addition to the usual judgment upon conviction, may be made to be liable to the persons so injured in an amount equal to the value of the damage so sustained, except those damages induced or provoked by the person claiming to suffer such damages.

(A) Dogs are hereby declared to be personal property for all intents and purposes, and, except as provided in subsection (2) of this section, the OWNER or OWNERS of any dog or dogs shall be liable for any and all damages that may accrue (a) to any person, other than a trespasser, by reason of having been bitten by any such dog or dogs and (b) to any person, firm, or corporation by reason of such dog or dogs killing, wounding, injuring, worrying, or chasing any person or persons or any sheep or other DOMESTIC ANIMALS belonging to such person, firm, or corporation. Such damage may be recovered in any court having jurisdiction of the amount claimed.

(B) (1) A governmental agency or its employees using a dog in military or police work shall not be liable under subsection (1) of this section to a party to, participant in, or person reasonably suspected to be a party to or participant in the act that prompted the use of the dog in the military or police work if the officers of the governmental agency were complying with a written policy on the necessary and appropriate use of a dog for military or police work adopted by the governmental agency and if the damage occurred while the dog was responding to a harassing or provoking act or the damage was the result of a reasonable use of force while the dog or dogs were assisting an employee of the agency in any of the following:

- (a) The apprehension or holding of a suspect if the employee has a reasonable suspicion of the suspect's involvement in criminal activity;
- (b) The investigation of a crime or possible crime;
- (c) The execution of a warrant; or
- (d) The defense of a peace officer or another person other than the suspect.

(2) For purposes of this subsection, harassing or provoking act means knowingly and intentionally attempting to interfere with, interfering with, teasing or harassing such dog in order to distract, or agitating or harming such dog.

§6-116: FOOD, WATER, HEALTH CARE; OWNER'S DUTY;

(A) No OWNER shall fail to provide proper and adequate food and potable water for his or her ANIMALS, or fail to seek veterinary care for any such ANIMALS that are sick or injured. Food and water container shall be of sufficient weight and design as to preclude readily tipping over and spilling the contents.

(B) No OWNER shall leave his or her PETS without SHELTER in freezing, adverse or stormy weather.

ARTICLE 2. ANIMALS GENERALLY

§6-201 REPEALED

§6-202 ANIMALS; BANNED FROM MUNICIPALITY.

It shall be unlawful for any person to keep or maintain any horse, mule, sheep, cow, goat, swine, potbellied pigs, poultry, including chickens, roosters, ducks, or geese, or other LIVESTOCK; in a residentially zoned area within the corporate limits, provided, that any such ANIMALS kept within the corporate limits by virtue of a grandfather clause shall not be kept or maintained within fifty (50') feet of any dwelling. This distance shall be measured from any outside edge of the ENCLOSURE or place wherein such ANIMALS are kept, maintained, or held to the occupied residence affected.

§6-203 ANIMALS; CRUELTY. AND ABANDONMENT

(A) Cruelty to ANIMALS Prohibited

(1) No person shall beat, CRUELLY MISTREAT, torment, tease, TORTURE, CRUELLY NEGLECT, or otherwise abuse any ANIMAL.

(2) No person shall cause, instigate, or permit any fight or other combat between ANIMALS, or between ANIMALS and humans.

(B) Abandonment of ANIMALS Prohibited

No OWNER of an ANIMAL shall ABANDON such ANIMAL.

§6-204 ANIMALS; WILD AND DANGEROUS

No person shall keep, or permit to be kept on their residential premises any WILD ANIMAL as a PET, for display, or for exhibition purposes.

No wild and DANGEROUS ANIMALS may be kept within the corporate limits except such ANIMALS may be kept for exhibition purposes by CIRCUSES and educational institutions.

§6-205; ANIMAL CARE: SHELTERS; ENCLOSURES

(A) SHELTER Required

No OWNER shall fail to provide his or her PETS with SHELTER of sufficient size to allow each PET to lie down, and of sufficient construction to shield the PETS from the wind, sun, temperature extremes and from precipitation.

(B) ENCLOSURE Required

No OWNER shall fail to confine his or her ANIMALS within an ENCLOSURE of sufficient size and design to prevent the ANIMAL from escaping or to restrain said ANIMAL by a securely fastened rope, chain, or cord in such a manner as to prevent such ANIMAL from going onto any public property or onto the property of another.

(C) SHELTERS and ENCLOSURES; Sanitation

No OWNER shall fail to keep the SHELTERS and ENCLOSURES on his or her property in a sanitary condition. As a minimum, OWNERS shall not fail to:

(1) Remove or dispose of in a sanitary manner, the bedding, offal manure, and waste materials accumulating from all ANIMALS at least once every seven (7) days.

(2) Clean and disinfect said SHELTERS and ENCLOSURES so as to prevent the breeding of flies and insects and the emission of deleterious and offensive odors therefrom.

§6-206 FOWLS; RUNNING AT LARGE

It shall be unlawful for any person to allow poultry, chickens, turkeys, geese, or any other FOWLS to run AT LARGE within the corporate limits.

§6-207 REPEALED

§6-208 ANIMALS; ABANDONMENT, NEGLECT, AND CRUELTY; LAW ENFORCEMENT OFFICER; POWERS; IMMUNITY.

Any law enforcement officer who has reason to believe that an ANIMAL has been abandoned or is being CRUELLY NEGLECTED or CRUELLY MISTREATED may seek a warrant authorizing entry upon private property to inspect, care for, or IMPOUND the ANIMAL.

Any law enforcement officer who has reason to believe that an ANIMAL has been abandoned or is being CRUELLY NEGLECTED or CRUELLY MISTREATED may issue a citation to the OWNER as prescribed by law.

Any law enforcement officer acting under this section shall not be liable for damage to property if such damage is not the result of the officer's negligence.

§6-209 ANIMALS; ABANDONMENT, NEGLECT, AND CRUELTY; PENALTY.

A person who intentionally, knowingly or recklessly ABANDONS, CRUELLY MISTREATS, or CRUELLY NEGLECTS an ANIMAL is guilty of an offense.

§6-210 ANIMALS; PITTING; DEFINITIONS.

Bearbaiting shall mean the pitting of any ANIMAL against a bear. Cockfighting shall mean the pitting of a FOWL against another FOWL. Dogfighting shall mean the pitting of a dog against another dog. Pitting shall mean bringing ANIMALS together in combat.

§6-211 ANIMALS; PITTING; PROHIBITED.

No person shall knowingly promote, engage in, or be employed at dogfighting, cockfighting, bearbaiting, or pitting an ANIMAL against another. Nor shall any person knowingly receive money for the admission of another person to a place kept for such purpose. Nor shall any person knowingly own, use, train, sell, or possess an ANIMAL for the purpose of ANIMAL pitting. Nor shall any person knowingly permit any act as described in this section to occur on any premises owned or controlled by him or her.

§6-212 REPEALED

§6-213 ANIMALS; ANIMAL WASTES.

The OWNER of every ANIMAL other than a SERVICE ANIMAL as defined in the Americans With Disabilities Act, 42 U.S.C. § 1201 et seq., shall be responsible for the immediate removal and proper disposal of any excreta deposited by his/her ANIMAL(S) on public walks, recreation areas or private property. It shall be a violation of this section for the OWNER to fail to immediately remove such excreta when notified of its existence and location, either by the City, by ANIMAL CONTROL AUTHORITY, or by the OWNER of the property on which the excreta was deposited.

§6-214. ACCIDENTS INVOLVING ANIMALS: DUTIES

No person who, as the operator of a motor vehicle, strikes an ANIMAL, shall fail to stop at once and render such assistance as may be possible and shall immediately report such injury or death to the ANIMAL'S OWNER, the police, or the ANIMAL CONTROL AUTHORITY for the City.

§6-215. EARCROPPING, DEWCLAW REMOVAL AND TAILDOCKING; PROHIBITION

No person, other than a licensed veterinarian, shall crop the ears, remove the dewclaws, or dock the tail of an ANIMAL.

§6-216. ISOLATION OF FEMALE ANIMALS IN HEAT

No OWNER of a female cat or dog in heat shall fail to take reasonable measures to isolate said female from male cats and dogs to prevent contact with such male ANIMALS except for planned breeding.

§6-217 ANIMAL TRAINING: PERFORMING: PRIZES:

(A) ANIMAL Training and Shows

ANIMALS may be off a leash when they are being trained for hunting or an animal show at a facility that is owned, leased or operated by a nationally recognized organization or a local affiliate sanctioned by such organization for the training, showing and betterment of ANIMALS such as the American Kennel Club or the United Kennel Club. ANIMALS may be off of a leash at an ANIMAL show that is sanctioned by a nationally recognized ANIMAL organization if such show obtains a permit from the City of Fremont. The application for said permit shall set forth the date and place of the show or event, and list the types of activities that will be taking place at the event. If the activities at such ANIMAL show do not violate any of the provisions of the Fremont City Code other than the RUNNING AT LARGE ordinance, or involve inhumane treatment of the ANIMALS at such event then a permit shall be issued by the City of Fremont, and a copy is sent the Fremont Police Department.

(B) ANIMALS as Prizes Prohibited

No person shall give away any live ANIMAL, fish, reptile, or BIRD as a prize for, or as an inducement to enter, any contest, game, or other competition, or as an inducement to enter a place of amusement; or offer such ANIMAL as an incentive to enter into any business agreement whereby the offer was for the purpose of attracting trade.

(C) Performing ANIMAL Exhibitions

(1) No performing ANIMAL exhibition or CIRCUS shall be permitted in which ANIMALS are induced or encouraged to perform through the use of chemical, mechanical, electrical, or manual devices in a manner which will cause, or is likely to cause, physical injury or suffering.

(2) All equipment used on a performing ANIMAL shall fit properly and be in good working condition.

(D) ANIMALS Used and Trained for Law Enforcement; Exemption

Any ANIMAL used by law enforcement agencies including but not limited to the City of Fremont Police Department, the Dodge County Sheriff's Department or the Nebraska State Patrol shall be exempted from the provisions of the Fremont City Ordinances including the AT LARGE and DANGEROUS ANIMAL Ordinances while such ANIMAL is being trained or used for law enforcement purposes.

§6-218 PENALTIES

(A) General Penalty

Any person violating any provision of this chapter shall be fined pursuant to this code. If a violation is of a continuing nature, each day of the violation shall constitute a separate violation.

(B) Nuisance

Any OWNER or any person in possession of any ANIMAL regulated by this chapter who fails to care for and control said ANIMAL shall be deemed to be maintaining a nuisance subject to abatement pursuant to the Fremont City Code upon written request by the Director of the Department of Health, City Physician, the City of Fremont Code Enforcement, the Fremont Police Department, or an ANIMAL CONTROL OFFICER, the abatement of which shall be the forfeiture of the ANIMAL or ANIMALS in violation. The procedure for abatement of nuisances set forth in the Fremont City Code shall be followed in all cases not involving an imminent threat to public health, safety or welfare or the health, safety or welfare of the ANIMAL or ANIMALS in violation.

In the event continuation of a public nuisance might cause irreparable harm or poses a serious threat to public health, safety or welfare or the health, safety or welfare of residents of the property in violation, the written notice to abate pursuant to the Fremont Code shall not be required as a condition precedent to commencing a legal action to obtain abatement of the nuisance and the City of Fremont, with the consent of the Mayor, may immediately file an action requesting such temporary or permanent order as is appropriate to expeditiously and permanently abate said nuisance and protect the public health, safety or welfare or the health safety or welfare of the residents of the property in violation.

§6-219 APPEAL PROCEDURE

(A). DANGEROUS ANIMAL and POTENTIALLY DANGEROUS ANIMAL;
Declaration; Appeal; Disposition

If it shall appear to a Fremont Police Officer or an ANIMAL CONTROL OFFICER that any ANIMAL conforms to the definition of a DANGEROUS ANIMAL or POTENTIALLY DANGEROUS ANIMAL, written notice declaring the ANIMAL a DANGEROUS ANIMAL or POTENTIALLY DANGEROUS ANIMAL shall be delivered to the ANIMAL'S OWNER either by personal service or by mail addressed to the last known address of said OWNER. An Officer has the authority and may seize an ANIMAL immediately if it is deemed necessary.

In the case of a DANGEROUS ANIMAL, within five (5) days of personal service or mailing of a notice of declaration to the ANIMAL'S OWNER said OWNER shall deliver said animal to the ANIMAL CONTROL AUTHORITY for IMPOUNDMENT and disposition pursuant to Chapter 6. In the case of a POTENTIALLY DANGEROUS ANIMAL, within five (5) days of personal service or mailing of a notice of declaration to the ANIMAL'S OWNER said OWNER shall either provide reasonable proof of compliance with Chapter 6 of the Fremont City Code or shall deliver said ANIMAL to the ANIMAL CONTROL AUTHORITY for IMPOUNDMENT and disposition. Refusal or failure by the OWNER of any ANIMAL declared a DANGEROUS ANIMAL or POTENTIALLY DANGEROUS ANIMAL to comply with this subsection shall be a violation of the Fremont City Code and shall be subject to abatement as a public nuisance pursuant to Fremont Municipal Code

The OWNER of any ANIMAL declared a POTENTIALLY DANGEROUS ANIMAL or DANGEROUS ANIMAL by a Fremont Police Officer or an ANIMAL CONTROL OFFICER may appeal the decision to the Fremont City Council by submitting a letter of appeal to the Fremont City Council within 72 hours of either receiving personal service or mailing of the written notice of declaration. The Fremont City Council shall hold a hearing within ten (10) days of delivery of the letter of appeal to the Authority. The hearing shall be conducted informally. The ANIMAL'S OWNER and ANIMAL CONTROL AUTHORITY shall present oral or written statements or reasons supporting or opposing the declaration to the Fremont City Council. Statements by each participant shall be limited to a total time of one hour or less. Upon conclusion of the hearing the Fremont City Council may reverse, modify or affirm the declaration of the Fremont Police Officer or ANIMAL CONTROL OFFICER. Notice of the determination of the Fremont City Council shall be given to the ANIMAL'S OWNER and the ANIMAL CONTROL AUTHORITY, either personally or by United States Mail.

ARTICLE 3. BEES

§6-301 BEES; WHERE PROHIBITED.

The keeping of bees within the City, two hundred (200') feet from any dwelling other than that of the OWNER of such bees, is hereby declared to be a nuisance and menace to the health and wellbeing of citizens of the City. Therefore, it shall be unlawful for any person to keep a hive of bees within the zoning jurisdiction of City within two hundred (200') feet of any dwelling other than that of the OWNER of such bees.

§6-302 BEES; FAILURE TO REMOVE.

Anyone having custody of a hive or swarm of bees within two hundred (200') feet of any dwelling other than that of the OWNER of such bees after receiving notice from the Chief of Police, and failing to remove such hive of bees from within such distance of such dwelling or failing to remove the same from within the zoning jurisdiction of the City within twenty- four (24) hours after receiving notice, shall be deemed guilty of a misdemeanor.

§6-303 BEES; AUTHORITY OF POLICE.

After twenty-four (24) hours has elapsed from the time notice has been given to the person in whose custody any bees may be found, the Chief of Police is empowered and authorized at his option either to destroy or remove such bees from the prohibited zone.

SECTION II. That all other Ordinances of the City of Fremont, Nebraska and Sections of the Fremont Municipal Code not amended hereby or in conflict herewith shall remain in full force and effect.

SECTION III. That this Ordinance shall be published in pamphlet form and shall take effect and be in force from and after its passage, approval and publication according to law.

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: OCTOBER 3, 2016

SUBJECT: BUSINESS IMPROVEMENT DISTRICT RESOLUTION

Recommendation: Move to approve Resolution

Background: The Resolution takes action to officially receive the BID Board's recommendation and signal's the City Council's intent to proceed with the creation of the District.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREMONT, NEBRASKA, RECEIVING RECOMMENDATIONS FROM DOWNTOWN IMPROVEMENT DISTRICT BOARD TO RECEIVE THE PLAN FOR IMPROVEMENTS TO THE DOWNTOWN AND TO ADOPT A RESOLUTION OF INTENT TO PROCEED WITH FORMATION OF THE DOWNTOWN BUSINESS IMPROVEMENT DISTRICT #1.

WHEREAS, The Downtown Business Improvement Board met on September 20, 2016 and has recommended that the City of Fremont create Business Improvement District #1 with boundaries in the form hereinafter set forth; and,

WHEREAS, the City Council has determined that a public hearing should be held on the proposed Business Improvement District #1.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF FREMONT, NEBRASKA THAT:

1. The proposed Business Improvement District #1 shall be considered in public hearing before the City Council on October 11, 2016, at 7:00 p.m. in the Council Chambers at City Hall, 400 East Military Ave, Fremont Nebraska.

2. District Boundaries: The proposed boundaries of Downtown Business Improvement District #1 (District) are described as follows: See Attachment A

3. Creation of District: Improvements. The proposed work to be performed and specific improvements to be made or maintained within the proposed District shall include:

(A) Retention and Recruitment. The District will encourage business retention and recruitment through the planning and implementation of Downtown promotions, continued MainStreet of Fremont commitments and downtown investments to attract the attention of people looking for vibrant and welcoming places to dine, shop, live, work and play. Funds have been allocated for each of the five years for retention and recruitment, MainStreet of Fremont promotions, and the MainStreet of Fremont contract.

(i) The development of any public activities and promotion of public events, including the management and promotion and advocacy of retail trade activities or other promotional activities, in the District area, including, but not limited to, plans, creation, development, equipment, supplies, materials, services, management, staff, maintenance and improvement of communication and image building events and activities, such as holiday events, community events, media activities, newsletters, seasonal and special events and parades and other activities for the benefit of the District.

(B) Downtown Beautification. The beautification component of the District budget is comprised of physical improvements to the District. By increasing artistic elements, it is believed the personality of the downtown will be strengthened and a sense of place developed. A consistent approach to adding these elements will enhance the uniqueness of downtown and, at the same time, create a pleasant setting to compliment the various activities held in the downtown. These physical improvements include, but are not limited to, planters, murals, sculptures, trees and grates, signs, banners and flags, benches, streetscape, and trash containers.

(i) Improvement of any public place of facility in the District area, including landscaping, physical improvements for decoration or security purposes, and plantings, including but not limited to, plans, creation, development, equipment, supplies, materials, services, management, staff, maintenance, improvement and associated activities of streetscape and alleyway improvements.

(ii) Construction or installation of sidewalks, parks, green space, entertainment and display facilities, lighting, benches or other seating furniture, sculptures, trash receptacles, shelters, fountains, and any useful or necessary public improvements, including but not limited to, plans, creation, development, equipment, supplies, materials, services, management, staff, maintenance, improvement, and associated activities of street side and other public area projects;

(iii) Maintenance, repair, and reconstruction of any improvement's or facilities authorized by the Business Improvement District Act.

(C) Implementation and Maintenance. The talent and resources vested in this District rely upon the successful completion of each project and careful maintenance of the downtown area to ensure the best possible results from the investments of downtown stakeholders, including this District. To accomplish the duties incumbent upon this District in all areas of work described herein, the District may recruit volunteers or secure labor and services for hire:

(i) The District may employ or contract for personnel for any improvement program under the act, and providing for any service as may be necessary or proper to carry out the purposes of the act, including, but not limited to, activities, projects, staff, consulting services, materials, equipment, supplies, and services necessary or convenient for the management of the affairs of the business improvement District, to include budget development and supervision, representation of the interests of the District to public and private entities, research, development, travel, training, development and implementation of business and residential recruitment and retention projects, downtown beautification projects and activities which contribute to regaining, sustaining or improving the economic health and viability of the District and the implementation of the goals and objectives of the Business Improvement Board.

(ii) Any other project or undertaking for the betterment of the public facilities in the District area, whether the project be capital or noncapital in nature.

(D) Promotion and Marketing. The general promotion and marketing of the District is essential for the growth and stability of the District and community. Funds can be budgeted for advertising, publications, and events that will serve to expand awareness of the historical and commercial interest of the District, both to the community and the area.

4. Term, Annual Budget and Limitations. The proposed District shall become effective on January 1, 2017 for a period of five years to terminate on December 31, 2021. The estimated total annual budget for costs and expenses of the work to be performed within such District will be \$48,195.62. The total budget for the cost and expenses of the work to be performed within such District over the five (5) years will be \$240,978.08.

The total assessments for the five (5) year life of the District will not exceed \$240,978.08.

Funds collected in excess of the annual budget, may be carried over to subsequent years. The District may elect to amend its budget, with Council approval, to accelerate the purchase or payments for items in the District's five (5) year budget.

The District may pursue additional funding (without increasing the District assessments) to complete the amounts for costs and expenses included in the budget. The specific improvements for the first year are listed for purposes of estimating the costs and expenses of performing the proposed work and improvements.

Although the District is proposed for a five (5) year period, the City Council, after public hearing, shall approve an annual budget for specific improvements in each succeeding year consistent with the ordinance creating the District. The City Council retains the authority to change, modify and remove proposed improvements; however, the proposed improvements cannot exceed the scope of improvements and the assessment cannot exceed the maximum amounts of assessments as provided by the ordinance creating the District.

5. Method of Assessment. The proposed District shall receive funding from special assessments based upon the special benefits to the property as fairly and equitably assessed by the City Council. The assessments shall be levied as a percentage of assessed valuation of taxable property within the District. Based upon the recommendation of the Downtown Improvement District Board, properties that are owner occupied residential and properties that exempt from ad valorem taxes will not be subject to special assessments for this District. Property owned by the Federal Government, the State of Nebraska and political subdivisions thereof shall not be subject to special assessments for this District. For mixed use properties that combine owner-occupied residential and other uses, the property owner may submit evidence supporting a pro-rated split of the assessed value (between owner-occupied residential and other uses) for the City Council to consider when sitting as the Board of Equalization.

6. Notice. A notice of public hearing shall be published in the Fremont Tribune, and a copy shall be mailed to each owner of taxable property as shown by the latest tax rolls of the Dodge County Treasurer.

7. Boundary Lines. Commonly owned properties that are intersected by a boundary line establishing the District shall be considered as entirely within the District unless otherwise determined by the City Council when sitting as the Board of Equalization.

8. Enforcement. The special assessments provided herein shall be a lien on the property assessed superior and prior to all other liens except general taxes and other special assessments which shall be of equal priority. Liens for special assessments may be foreclosed and are subject to interest at the statutory rate when payment of the assessment is delinquent as provided by law. No special assessment made hereunder shall be void for any irregularity, defect, error or informality in procedure, in levy or equalization thereof.

PASSED AND APPROVED THIS _____ DAY OF _____, 2016

Scott Getzschman, Mayor

ATTEST:

Tyler Ficken, City Clerk

BUSINESS IMPROVEMENT DISTRICT #1

A tract of land located in original Town of Fremont, now the City of Fremont, Dodge Co, NE, consisting of the following Blocks, Lots, lands, and Adjoining vacated alleys and streets:
All of

Blocks 96, 110, 111, 112, 113, 114, 115

122, 123, 124, 125, 126

141, 142, 143, 144, 145

153, 154, 155, 156

172, 173, 174

183, 184, 185 and Block 204

together with:

Lots 5,6, 7, and 8, Block 95 together with South Half of vacated East-West alley along the North and vacated North-South alley between Lots 6 and 7;

Lots 3, 4, 5, and 6, Block 116 together with adjoining vacated East- West alley, excepting the North Half of Lots 3 and 4;

Block 121, excepting Lot 1 and the East 4 feet of Lot 2 and excepting Lot 8, together with the adjoining vacated East-West alley;

Lots 1 and 2, Block 140 together with the East Half of the vacated alley along the West and the North Half of the vacated East-West alley along the South, together with the North 39.67 of Lot 8 and the North 39.67 feet of the East 15.5 feet of Lot 7, together with the South Half of the vacated East-West alley adjoining along the North;

Lot2, excepting the East 49 of the South 23.5 feet thereof, and Lots 3, 4, 5, and 6, Block 146, together with the vacated North-South alley between Lots 2 and 3, the vacated East-West alley along Lots 3 and 4, the West Half of the vacated North-South alley along Lot 6, and the North Half of the vacated alley along Lot 2, excepting the East 49 feet thereof;

Lots 4, 5, and the West 50 feet of Lots 3 and 6 of Block 152, together with the adjoining vacated East-West alley;

Lots 1, 2, 7, and 8 , Block 157, together with the East Half of the vacated North-South alley along the West and the adjoining vacated East-West alley;

Lots 3, 4, 5, and 6, Block 175, together with the West Half of the adjoining vacated North-South alley along the East and together with the adjoining vacated East-West alley;

Lots 3, 4, 5, and 6, Block 182, together with the West Half of the adjoining vacated North-South alley along the East and together with the adjoining vacated East-West alley.

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: TYLER FICKEN, CITY CLERK

DATE: OCTOBER 3, 2016

SUBJECT: BUSINESS IMPROVEMENT DISTRICT ORDINANCE

Recommendation: Move to introduce the ordinance creating Business Improvement District #1

Background: The City Council must approve an Ordinance pursuant to Neb. Rev. Stat. §19-4029 to create a Business Improvement District. The Ordinance states that notice was provided in accordance with Neb. Rev. Stat. §10-4029.01. The Ordinance establishes the district, provides the purpose of the district, boundaries, provides for the method and rate of collection. The ordinance also provides for penalties for failure to pay the special assessment.

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF FREMONT, NEBRASKA, TO ESTABLISH A BUSINESS IMPROVEMENT DISTRICT, TO DESCRIBE THE BOUNDARIES THEREOF, TO DESCRIBE THE USE OF REVENUE DERIVED FROM THE IMPOSITION OF THE SPECIAL ASSESSMENT ON PROPERTY WITHIN THE DISTRICT, TO PROVIDE THE METHOD OF ASSESSMENT, SETTING THE TERM AND ANNUAL BUDGET LIMITATIONS, PROVIDING FOR PUBLIC HEARING AND NOTICE; CLARIFYING BOUNDARY LINES, PROVIDING A METHOD OF ENFORCEMENT, PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES, PROVIDING FOR PUBLICATION IN PAMPHLET FORM, AND PROVIDING AN EFFECTIVE DATE

BE IT ORDAINED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF FREMONT, NEBRASKA:

SECTION I. Section 10-707, ESTABLISHMENT; BUSINESS IMPROVEMENT DISTRICT [NO. 1] is hereby established to read as follows:

§ 10-707 ESTABLISHMENT; BUSINESS IMPROVEMENT DISTRICT [NO.1]

The City Council does find there were insufficient protests against formation of the district under law. The Mayor and City Council do determine it is necessary to establish a business improvement district pursuant to the Business Improvement District Act of 1979 as amended so as to develop, maintain, and repair public facilities in the downtown area and to levy a special assessment to provide for said maintenance and repair. Thus there is hereby created and established the Fremont Business Improvement District No. 1 of the City of Fremont, Nebraska.

SECTION II. Section 10-708, BOUNDARIES.

§ 10-708 BOUNDARIES.

A tract of land located in the original Town of Fremont, now the City of Fremont, Dodge Co, NE, consisting of the following Blocks, Lots, lands, and Adjoining vacated alleys and streets: All of Blocks 96, 110, 111, 112, 113, 114, 115, 122, 123, 124, 125, 126, 141, 142, 143, 144, 145, 153, 154, 155, 156, 172, 173, 174, 183, 184, 185 and Block 204 together with: Lots 5, 6, 7, and 8, Block 95 together with South Half of vacated East-West alley along the North and vacated North-South alley between Lots 6 and 7; Lots 3, 4, 5, and 6, Block 116 together with adjoining vacated East-West alley, excepting the North half of Lots 3 and 4; Block 121, excepting Lot 1 and the East 4 feet of Lot 2 and excepting Lot 8, together with the adjoining vacated East-West alley; Lots 1 and 2 Block 140 together with the East Half of the vacated alley along the West and North Half of the vacated East-West alley along the South, together with the North 39.67 of Lot 8 and the North 39.67 feet of the East 15.5 feet of Lot 7, together with the South Half of the vacated East-West Alley adjoining along the North; Lot 2, excepting the East 49 of the South 23.5 feet thereof, and Lots 3, 4, 5, and 6, Block 146, together with the vacated North-South alley between lots 2 and 3, the vacated East-West alley along Lots 3 and 4, the West Half of the vacated North-South alley along Lot 6, and the North Half of the vacated alley along Lot 2, excepting the East 49 feet thereof; Lots 4, 5, and the West 50 feet of Lots 3 and 6 of Block 152, together with the adjoining vacated East-West alley; Lots 1, 2, 7, and 8, Block 157, together with the East Half of the vacated North-South alley along the West and the adjoining vacated East-West alley; Lots 3, 4, 5, and 6, Block 175, together with the West Half of the adjoining vacated North-South alley along the East and together with the adjoining vacated East-West alley; Lots 3, 4, 5, and 6, Block 182, together with the West Half of the adjoining vacated North-South alley along the East and together with the adjoining vacated East-West alley.

SECTION III. Section 10-709, USE OF REVENUE DERIVED FROM THE IMPOSITION OF THE SPECIAL ASSESSMENT ON PROPERTY WITHIN THE DISTRICT ARE AS FOLLOWS:

§ 10-709 USE OF REVENUE DERIVED FROM THE IMPOSITION OF THE SPECIAL ASSESSMENT ON PROPERTY WITHIN THE DISTRICT ARE AS FOLLOWS:

- (a) Retention and Recruitment. The district will encourage business retention and recruitment through the planning and implementation of Downtown promotions, continued MainStreet of Fremont commitments and downtown investments to attract the attention of people looking for vibrant and welcoming places to dine, shop, live, work and play. Funds have been allocated for each of the five years for retention and recruitment, MainStreet of Fremont promotions, and the MainStreet of Fremont contract.
 - i. The development of any public activities and promotions of public events, including the management and promotion and advocacy of retail trade activities or other promotional activities, in the District area, including, but not limited to, plans, creation, development, equipment, supplies, materials, services, management, staff, maintenance and improvement of communication and image building events and activities, such as holiday events, community events, media activities, newsletters, seasonal and special events and parades and other activities for the benefit of the District.
- (b) Downtown Beautification. The beautification component of the District budget is comprised of physical improvements to the District. By increasing artistic elements, it is believed the personality of the downtown will be strengthened and a sense of place developed. A consistent approach to adding these elements will enhance the uniqueness of downtown and, at the same time, create a pleasant setting to compliment the various activities held in the downtown. These physical improvements include, but are not limited to, planters, murals, sculptures, trees and grates, signs, banners and flags, benches, streetscape, and trash containers.
 - i. Improvement of any public place of facility in the District area, including landscaping, physical improvements for decoration or security purposes, and plantings, including but not limited to, plans, creation, development, equipment, supplies, materials, services, management, staff, maintenance, improvement and associated activities of streetscape and alleyway improvements.
 - ii. Construction or installation of sidewalks, parks, green space, entertainment and display facilities, lighting, benches or other seating furniture, sculptures, trash receptacles, shelters, fountains, and any useful or necessary public improvements, including but not limited to, plans, creation, development, equipment, supplies, materials, services, management, staff, maintenance, improvement, and associated activities of street side and other public area projects;
 - iii. Maintenance, repair, and reconstruction of any improvement's or facilities authorized by the Business Improvement District Act.
- (c) Implementation and Maintenance. The talent and resources vested in this District rely upon the successful completion of each project and careful maintenance of the downtown area to ensure the best possible results from the investments of downtown stakeholders, including this District.

To accomplish the duties incumbent upon this District in all areas of work described herein, the District may recruit volunteers or secure labor and services for hire:

- i. The District may employ or contract for personnel for any improvement program under the act, and providing for any service as may be necessary or proper to carry out the purposes of the act, including, but not limited to, activities, projects, staff, consulting services, materials, equipment, supplies, and services necessary or convenient for the management of the affairs of the business improvement District, to include budget development and supervision, representation of the interests of the District to public and private entities, research, development, travel, training, development and implementation of business and residential recruitment and retention projects, downtown beautification projects and activities which contribute to regaining, sustaining or improving the economic health and viability of the District and the implementation of the goals and objectives of the Business Improvement Board.
 - ii. Any other project or undertaking for the betterment of the public facilities in the District area, whether the project be capital or noncapital in nature.
- (d) Promotion and Marketing. The general promotion and marketing of the District is essential for the growth and stability of the District and community. Funds can be budgeted for advertising, publications, and events that will serve to expand awareness of the historical and commercial interest of the District, both to the community and the area.

SECTION IV. Section 10-710, METHOD OF ASSESSMENT.

§ 10-710 METHOD OF ASSESSMENT.

The proposed District shall receive funding from special assessments based upon the special benefits to the real property as fairly and equitably assessed by the City Council. The assessments shall be levied as a percentage of assessed valuation of taxable real property within the District. Based upon the recommendation of the Downtown Improvement District Board, properties that are owner occupied residential and properties that are exempt from ad valorem taxes will not be subject to special assessments for this District. Property owned by the Federal Government, the State of Nebraska and political subdivisions thereof shall not be subject to special assessments for this District. For mixed use properties that combine owner-occupied residential and other uses, the property owner may submit evidence supporting a pro-rated split of the assessed value (between owner-occupied residential and other uses) for the City Council to consider when sitting as the Board of Equalization.

SECTION V. Section 10-711, TERM AND ANNUAL BUDGET LIMITATIONS.

§ 10-711 TERM AND ANNUAL BUDGET LIMITATIONS.

The proposed District shall become effective on January 1, 2017 for a period of five years to terminate on December 31, 2021. The estimated total annual budget for costs and expenses of the work to be performed within such District will be \$48,195.62. The total budget for the cost and expenses of the work to be performed within such District over the five (5) years will be \$240,978.08.

The total assessments for the five (5) year life of the District will not exceed \$240,978.08.

Funds collected in excess of the annual budget, may be carried over to subsequent years. The District may elect to amend its budget, with Council approval, to accelerate the purchase or payments for items in the District's five (5) year budget.

The District may pursue additional funding (without increasing the District assessments) to complete the amounts for costs and expenses included in the budget. The specific improvements for the first year are listed for purposes of estimating the costs and expenses of performing the proposed work and improvements.

Although the District is proposed for a five (5) year period, the City Council, after public hearing, shall approve an annual budget for specific improvements in each succeeding year consistent with the ordinance creating the District. The City Council retains the authority to change, modify and remove proposed improvements; however, the proposed improvements cannot exceed the scope of improvements and the assessment cannot exceed the maximum amounts of assessments as provided by the ordinance creating the District.

SECTION VI. Section 10-712, PUBLIC HEARING AND NOTICE.

§ 10-712 PUBLIC HEARING AND NOTICE.

A public hearing was held at 400 E. Military Ave., Fremont, Nebraska at 7:00 p.m. in accordance with Neb. Rev. Stat. § 19-4029.01. Notice of public hearing was provided by mail to property owners within the proposed District on September 30, 2016, and the same was published in the Fremont Tribune on the following dates: September 23, 2016, September 30, 2016, and October 7, 2016.

SECTION VII. Section 10-713, BOUNDARY LINES.

§ 10-713 BOUNDARY LINES.

Commonly owned properties that are intersected by a boundary line establishing the District shall be considered as entirely within the District unless otherwise determined by the City Council when sitting as the Board of Equalization.

SECTION VIII. Section 10-714, ENFORCEMENT.

§ 10-714 ENFORCEMENT.

The special assessments provided herein shall be a lien on the real property assessed superior and prior to all other liens except general taxes and other special assessments which shall be of equal priority. Liens for special assessments may be foreclosed and are subject to interest at the statutory rate when payment of the assessment is delinquent as provided by law. No special assessment made hereunder shall be void for any irregularity, defect, error or informality in procedure, in levy or equalization thereof.

SECTION IX. REPEAL OF CONFLICTING ORDINANCES. That the original 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 X. PUBLICATION IN PAMPHLET FORM. This Ordinance shall be published in pamphlet form and distributed as a City Ordinance.

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2016.

SCOTT GETZSCHMAN, MAYOR

ATTEST:

TYLER FICKEN, CITY CLERK

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Brian Newton, Interim City Administrator

DATE: September 27, 2016

SUBJECT: Purchasing Policy Ordinance

Recommendation: *Hold second reading of Ordinance*

Background: The City of Fremont and Department of Utilities (DU) have purchasing policies currently in effect that are very similar, but neither has been officially approved by Council. The proposed policy is a combination of City and DU purchasing practices to create a single Citywide Purchasing Policy. In addition, section IV has been added to allow purchases greater than \$50,000, to be made under the Interlocal Cooperation Act or Joint Public Agency Act. This change will allow staff to make larger equipment purchases through companies who comply with the requirements of these acts and establish prices through a public bidding process. This will save time and money by eliminating the preparation of complex and either overly vague or restrictive bid specifications, as well as allowing quality, dependability, company customer service, maintenance history, company specific or new technology driven special features, etc, to be analyzed as opposed to what has historically been “lowest responsible bidder”. The purchases made thought these acts would still need to adhere to the proposed City purchasing policy, requiring at least three bids and approval by the Board of Public Works (for DU purchases) and the City Council. Staff feels that specifically for larger equipment purchases, there is an advantage in selecting the best piece of equipment over the lowest responsible bid, and the addition of Section IV will allow the most equipment choices.

The Board of Public Works has reviewed this proposed policy and recommended approval by the City Council.

Financial Impact: savings in staff time and lower equipment costs

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF FREMONT, NEBRASKA, ESTABLISHING PURCHASING POLICIES FOR ALL CITY OF FREMONT EMPLOYEES, REPRESENTATIVES, AND DESIGNEES; REPEALING ALL OTHER ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT WITH THIS ORDINANCE; PROVIDING WHEN THE RATE SCHEDULES ARE EFFECTIVE; AND PROVIDING WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF FREMONT, NEBRASKA, THAT:

SECTION I. REQUIREMENTS FOR FORMAL CONTRACT PROCEDURE AND PUBLIC NOTICE

Any formal written contract for supplies, equipment, commodities, or services (excluding equipment and parts for Electrical Generating Units) that exceeds thirty thousand dollars (\$30,000), must be approved by the City Council after having been advertised publicly for a period no less than 21 days prior to the date of approval by the council. Notice shall be published in at least one official newspaper in the city, as well as the City of Fremont Website, and shall contain a brief description of the project, location where bid materials may be obtained, and the date and time of public bid opening. Contracts for equipment and parts for Electrical Generating units that exceed One Hundred Twenty Thousand Dollars (\$120,000) shall have the same requirements as above. Only for purchase by the Department of Utilities, the General Manager of the Department of Utilities or Chairman of the Board of Public Works may waive these limits if an emergency is declared. Any such declaration shall be affirmed by the Board of Public Works at its next regularly scheduled meeting, be made part of the minutes of said meeting, and forwarded to the City Council for affirmation. The General Manager of the Department of Utilities may purchase fuel on the spot market after receiving comparable quotations in excess of these limits without approval from the Board of Public Works or City Council.

SECTION II – REQUESTS FOR QUOTES

The purchase of any supplies, equipment, commodities, or services totaling less than \$30,000 (\$120,000 for equipment and parts for Electrical Generating units) and more than One Thousand Dollars (\$1,000) shall require solicitation of quotes from no less than three (3) different sources. Quotes shall be documented and provided to Finance Department prior to any signed contract or purchase of supplies, equipment, commodities, or services. "Sole source" or other types of purchases where there are not three (3) qualified quote sources may be used, but documentation must be provided prior to purchase to support any "sole source" purchase.

Quotes for purchases below \$1,000 are not required, but should be obtained if possible in order to provide the lowest cost to the City.

SECTION III – REQUESTS FOR PROPOSALS

Requests for Proposals may be used where criteria other than “lowest responsible bidder” could impact the overall cost of the contract, or when required by any State or Federal Agency/Revenue source. Criteria used in the RFP process must be identified and included with the Request for Proposal. Any RFP contract exceeding \$30,000 must be approved by the City Council.

SECTION IV – INTERLOCAL COOPERATION ACT or JOINT PUBLIC AGENCY ACT

The purchase of supplies and equipment, exceeding \$50,000, may be made through a Vendor where the acquisition cost of the item being purchased has been established through a public bidding process conducted under the Interlocal Cooperation Act or a Joint Public Agency Act (Nebraska State Administrative Services Material Division), and where the cost of obtaining the supplies or equipment does not result in any additional fees from any vendor, or require an exclusive purchasing agreement that would prevent the purchase of that item or any other item through the processes described in Sections I, II and III.

This ordinance shall take effect and be in force from and after its passage, approval, and publication according to law. This ordinance shall be published on October 17, 2016 and distributed as a City Ordinance.

PASSED AND APPROVED THIS 27TH DAY OF SEPTEMBER, 2016.

Scott Getzschman, Mayor

ATTEST:

Tyler Ficken, City Clerk