



CITY COUNCIL MEETING

October 25, 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 October 11, 2016 minutes
6. Approve the Mayor's recommendations to the Airport Advisory Board (staff report)
7. Resolution to approve 2016-2017 fire contracts (staff report)
8. Approve October 12 through October 25, 2016 claims and authorize checks to be drawn on the proper accounts (staff report)
9. Resolution for final acceptance of construction & payment for Sanitary Sewer District 703-15 (staff report)
10. Resolution for Bergan Street Closure Request (staff report)
11. Approve award of bid for Splash Station Mechanical/Pump Room Enclosure (staff report)
12. Resolution to allow the retirement of the Police K-9 to his current handler Chris Achey (staff report)
13. Approve application for State of Nebraska Office of Highway Safety In Car Camera Grant (staff report)
14. Resolution to award bid for asphalt seal coat for airport terminal apron to Gee Asphalt Systems (staff report)

15. Approval of Cement/Asphalt/Excavation worker application as presented subject to fulfillment of all licensing requirements (Brian Timmons, The Garage Company)(staff report)
16. Approve Mayor and Police Chief to sign the Equitable Sharing Agreement and Certification (staff report)

REGULAR AGENDA: requires individual associated action

17. Final reading of Ordinance adopting purchasing policy for City/DU employees (staff report)
18. Second reading of Ordinance amending Fremont Municipal Code Chapter Six pertaining to Animals (staff report)
19. Second reading of Ordinance creating Business Improvement District #1 (staff report)
20. Adjournment

Agenda posted at the Municipal Building on October 21, 2016 and online at www.fremontne.gov. Agenda distributed to the Mayor and City Council on October 21, 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.

CITY OF
FREMONT
NEBRASKA PATHFINDERS

400 East Military Avenue, Fremont, NE 68025-5141

October 14, 2016

Dear Property Owner,

This updated notice corrects inadvertent errors in the proposed district boundaries and map previously provided to downtown Fremont property owners. This letter also serves as notice that the Fremont City Council will hold a public hearings 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 meetings on October 25, 2016 and November 8, 2016 at 7:00 PM in the City Council Chambers at 400 East Military Avenue.

The proposed improvements and general purposes of the proposed Business Improvement District assessment are: retention and recruitment of businesses, downtown beautification, and business implementation, maintenance, promotion and marketing. The estimated total budget for costs and expenses of the work to be performed within such District will be \$48,195.62 per year. 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 the proposed district boundary is:

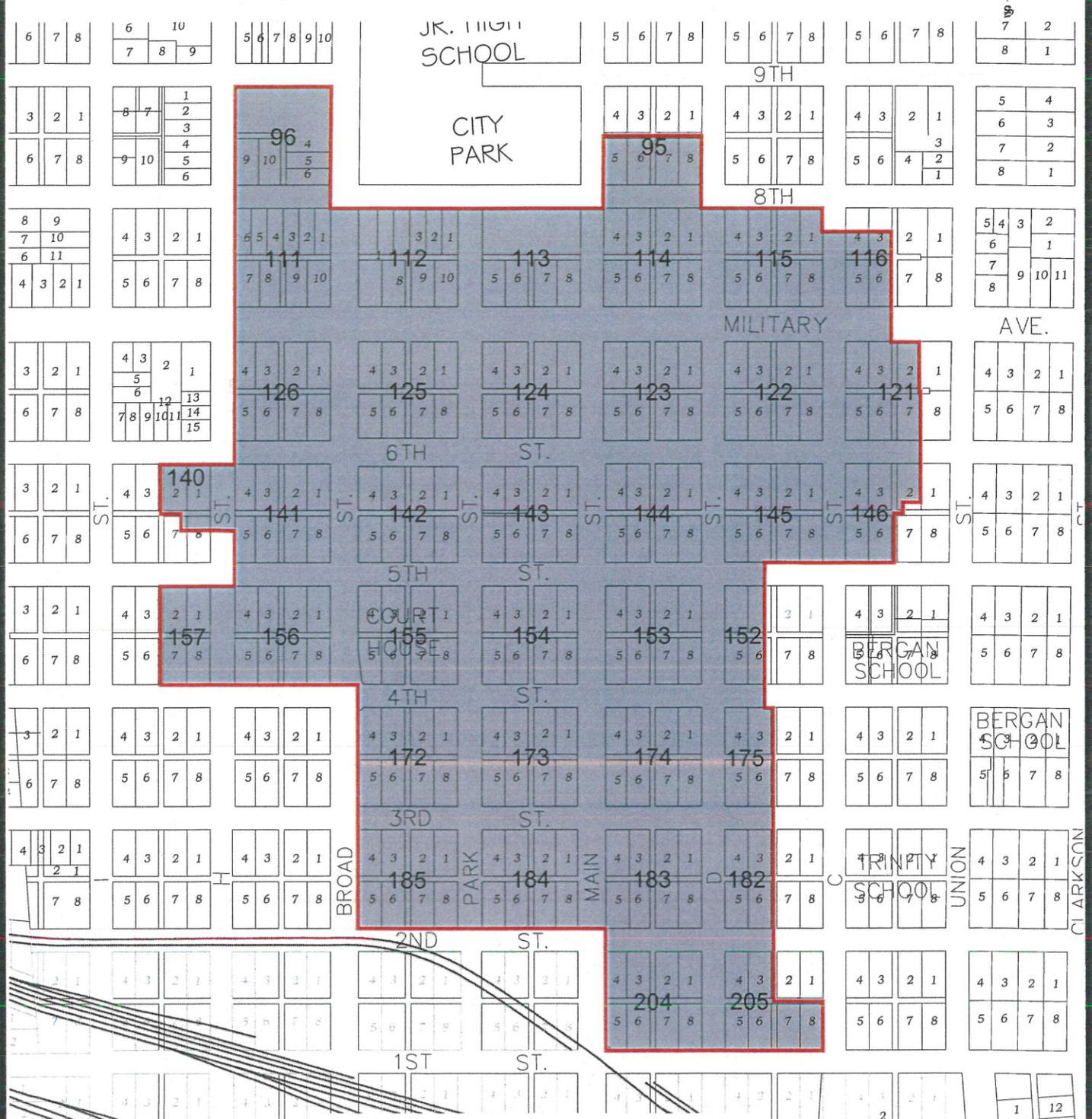
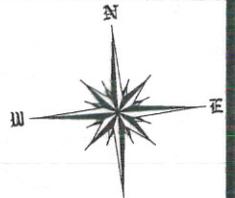
A tract of land located in original Town of Fremont, now the City of Fremont, Dodge Co, NE, consisting of the following Blocks, Lots, lands, and Adjoining vacated alleys and streets:

All of Blocks 96, 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,and8,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,and6,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; 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. Block 205, excepting Lots 1 and 2 together with the adjoining North Half of the vacated East-West alley and together with the adjoining East Half of the North-South alley.





CITY OF
FREMONT
NEBRASKA PATHFINDERS
PUBLIC WORKS
ENGINEERING DEPARTMENT



CITY COUNCIL MEETING

October 11, 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 and Eairleywine present. 7 Members present.

Business Improvement District Hearing to receive evidence for and against the proposed Business Improvement District. Mayor Getzschman opened the public hearing. Council Member Legband moved, seconded by Council Member Eairleywine to receive map and supporting documents in protest of the Business Improvement District. Roll call vote. Council Members Legband, Landholm, Schaller, Johnson, Anderson, and Eairleywine voting aye. 7 ayes. Motion carried. Council Member Schaller moved, seconded by Council Member Eairleywine to receive a list of protests. Council Members Legband, Landholm, Schaller, Johnson, Anderson, and Eairleywine voting aye. 7 ayes. Motion carried. Mayor Getzschman stated that the hearing will be continued to the next two regularly scheduled Council meetings on October 25, 2016 and

Moved by Council Member Schaller seconded by Council Member Anderson to approve item 5, and items 7 through 14. Roll Call Vote. Council Members Legband, Landholm, Schaller, Bixby, Johnson, Anderson and Eairleywine voting aye. 7 ayes. Motion carried.

5. Dispense with and approve September 27, 2016 minutes
7. Resolution 2016-175 to approve pizza hut manager application (staff report)
8. Resolution 2016-176 to approve la hacienda manager application (staff report)
9. Resolution 2016-177 to approve supplemental agreement No 5 for Preliminary Engineering Rawhide Creek Trail Project (staff report)
10. Resolution 2016-178 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)

Approve September 28 through October 11, 2016 claims and authorize checks to be drawn on the proper accounts. Council Member Eairleywine moved, seconded by Council Member Johnson to approve the claims as presented. Roll call vote. Ayes: Eairleywine, Legband, Landholm, Johnson, Schaller, Anderson, Bixby. Nays: none. Motion carried.

Resolution to Approve Animal Control Fee Schedule. Council Member Bixby moved, seconded by Council Member Landholm to continue the resolution until the final reading of the animal ordinance. Roll call vote. Ayes: Eairleywine, Legband, Landholm, Johnson, Schaller, Anderson, Bixby. Nays: none. Motion carried.

Ordinance amending Fremont Municipal Code Chapter Six pertaining to Animals. Council Member Schaller moved, seconded by Council Member Anderson to receive notes from Theo Mercer. Roll call vote. Ayes: Eairleywine, Legband, Landholm, Johnson, Schaller, Anderson, Bixby. Nays: none. Motion carried. Council Member Schaller moved, seconded by Council Member Legband to reintroduce section 6.101 limiting the number dogs, and include cats, and direct staff to consult with Nebraska Humane Society experts to determine appropriate numbers. Roll call vote. Ayes: Eairleywine, Legband, Landholm, Johnson, Schaller, Anderson, Bixby. Nays: none. Motion carried. Council Member Schaller moved, seconded by Council Member Johnson to introduce the ordinance. Roll call vote. Ayes: Eairleywine, Legband, Landholm, Johnson, Schaller, Anderson, Bixby. Nays: none. Motion carried. City Clerk provided first reading.

Resolution to officially receive the BID Boards recommendation and intent to proceed. Council Member Johnson moved, seconded by Council Member Eairleywine to approve Resolution 2016-179. Roll call vote. Ayes: Eairleywine, Legband, Landholm, Johnson, Schaller, Anderson, Bixby. Nays: none. Motion carried.

Ordinance creating Business Improvement District #1. Council Member Eairleywine moved, seconded by Council Member Schaller to introduce the Ordinance. Roll call vote. Ayes: Eairleywine, Legband, Landholm, Johnson, Schaller, Anderson, Bixby. Nays: none. Motion carried. City Clerk provided first reading.

Second reading of Ordinance adopting purchasing policy for City/DU employees. City Clerk provided second reading.

Moved by Council Member Landholm seconded by Council Member Anderson to adjourn the meeting. Roll call vote: 7 ayes. Motion carried. Meeting adjourned at 8:30 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 25TH DAY OF OCTOBER AS THE OFFICIAL COPY OF THE FREMONT, NEBRASKA CITY COUNCIL MINUTES FOR OCTOBER 11, 2016.

Tyler Ficken, City Clerk

Scott Getzschman, Mayor

STAFF REPORT

TO: City Council
FROM: Brian Newton, Interim City Administrator
DATE: October 25, 2016
SUBJECT: Airport Advisory Board appointments.

Recommendation: Approve the Mayor's recommendations to the Airport Advisory Board and extend the term for three members of the board by another year.

BACKGROUND:

The City of Fremont Airport Advisory Board is comprised of nine volunteer members who are appointed to a maximum of two, three-year terms. Currently the terms of six members expire in 2016, while the remaining three members' terms expire in 2018. All but one of the six members whose term expires in 2016, have already served two terms.

In order to better stagger the terms of the board, three members of the six members whose terms expire in 2016, have voluntarily agreed to step down from the board when a replacement has been appointed. The remaining three members have agreed to serve a one-year until their replacements have been appointed.

Please thank the following three members who will be stepping down from the board after serving two, three-year terms:

Ron Vlack
Michael McGillick
Dave Monke

The three members who will serve a one-year term (until June 2017) are:

Eric Johnson
Bill Dugan
Cecilia Harry

The three new members who have been recommended by the Mayor to serve a three-year term (until June 2019) are:

Ron Spahni
Brad Blum
Tom Randall

The three members whose second three-year term expires in June 2018 are:

Robert Steenblock
Jennifer-Weiss-Assmann
Mike Kempenar

FISCAL IMPACT: \$0

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: TYLER FICKEN, CITY CLERK

DATE: OCTOBER 3, 2016

SUBJECT: OUTSIDE FIRE CONTRACTS

Recommendation: Move to approve Resolution.

Background: Staff has calculated the fees for outside fire contracts based on the taxes used to subsidize Fire Department operations. The minimum charge per parcel is \$450.

RESOLUTION NO.

A Resolution of the City Council of the City of Fremont, Nebraska, approving Outside Fire contracts from October 8, 2016 to October 8, 2017.

RESOLVED: The Outside Fire Protection contracts for October 8, 2016 to October 8, 2017 for the following firms be renewed, subject to signing the usual agreement and payment of assessment.

| FIRMS | CONTRACT PRICE |
|----------------------------|----------------|
| Americold Logistics | \$2,369.30 |
| Hormel Food Corporation | \$6,360.26 |
| Company Magnus-Farley | \$632.57 |
| Metals Provimi North | \$1,775.19 |
| America Inc. Fremont Beef | \$6,028.28 |
| Company R.E. Partnership | \$900.00 |
| (Sable Ent.) Jayhawk Boxes | \$2,360.48 |
| Oilgear | \$1,048.26 |

BE IT FURTHER RESOLVED: That the Mayor and City Clerk are hereby authorized to sign contracts for the City Council.

PASSED AND APPROVED THIS _____ DAY OF _____, 2016.

SCOTT GETZSCHMAN, MAYOR

ATTEST:

TYLER FICKEN, CITY CLERK

STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Jody Sanders, CPA, Director of Finance
DATE: October 21, 2016
SUBJECT: Claims

Recommendation: Move to approve October 12 through October 25, 2016 claims and authorize checks to be drawn on the proper accounts.

Background: Council will review claims via email October 21, 2016.

Fiscal Impact: Claims total \$ 1,635,784.19.

EAL DESCRIPTION: EAL: 10182016 SHEETSJ

PAYMENT TYPES

| | |
|---------------------|---|
| Checks | Y |
| EFTs | Y |
| ePayables | Y |

VOUCHER SELECTION CRITERIA

| | |
|-------------------------------------|------------|
| Voucher/discount due date | 10/20/2016 |
| 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 | 10/19/2016 |

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 | |
|---------------------------------------|------------------------|-------------------------------------|-----|--------------------------|--|------------------------------------|----------------------|--|--------------------|
| 0006621 20161020 | 00 PR1020 | AR SOLUTIONS INC | 00 | 10/20/2016 | 001-0000-201.00-00 | PAYROLL SUMMARY | 75.57 | | |
| | | | | | | VENDOR TOTAL * | 75.57 | | |
| 0000584 20161020 | 00 PR1020 | CEI | 00 | 10/20/2016 | 001-0000-201.00-00 | PAYROLL SUMMARY | EFT: | 131,086.09 | |
| | | | | | | VENDOR TOTAL * | .00 | 131,086.09 | |
| 0006518 20161020 | 00 PR1020 | COATES, RICK (CREDITOR) | 00 | 10/20/2016 | 001-0000-201.00-00 | PAYROLL SUMMARY | 31.75 | | |
| | | | | | | VENDOR TOTAL * | 31.75 | | |
| 0005156 20161020 | 00 PR1020 | CREDIT MANAGEMENT SERVICES-DODGE CO | 00 | 10/20/2016 | 001-0000-201.00-00 | PAYROLL SUMMARY | 191.46 | | |
| | | | | | | VENDOR TOTAL * | 191.46 | | |
| 0004234 20161020 | 00 PR1020 | DEPARTMENT OF UTILITIES C S | 00 | 10/20/2016 | 001-0000-201.00-00 | PAYROLL SUMMARY | EFT: | 1,704.76 | |
| | | | | | | VENDOR TOTAL * | .00 | 1,704.76 | |
| 0005193 20161020 | 00 PR1020 | DEPARTMENT OF UTILITIES PAYROLL | 00 | 10/20/2016 | 001-0000-201.00-00 | PAYROLL SUMMARY | EFT: | 53,787.42 | |
| | | | | | | VENDOR TOTAL * | .00 | 53,787.42 | |
| 0003226 20161006 20161020 | 00 PR1006 PR1020 | FRATERNAL ORDER OF POLICE #37 | 00 | 10/20/2016 10/20/2016 | 001-0000-201.00-00 001-0000-201.00-00 | PAYROLL SUMMARY PAYROLL SUMMARY | 930.00 930.00 | | |
| | | | | | | VENDOR TOTAL * | 1,860.00 | | |
| 9999999 100616 | 00 GARCIA | GARCIA, ZARELY | 00 | 10/20/2016 | 001-0000-202.09-00 | ZARELY GARCIA/POLICE FNDS | 404.00 | | |
| | | | | | | VENDOR TOTAL * | 404.00 | | |
| 0004629 20161020 | 00 PR1020 | INTERNAL REVENUE SERVICE **EFT** | 00 | 10/20/2016 | 001-0000-201.00-00 | PAYROLL SUMMARY | 74,259.78 | | |
| | | | | | | VENDOR TOTAL * | 74,259.78 | | |
| 0003074 20161020 | 00 PR1020 | JACKSON SERVICES INC | 00 | 10/20/2016 | 001-0000-201.00-00 | PAYROLL SUMMARY | 133.14 | | |
| | | | | | | VENDOR TOTAL * | 133.14 | | |
| 0005477 20161020 | 00 PR1020 | LAUGHLIN TRUSTEE, KATHLEEN A | 00 | 10/20/2016 | 001-0000-201.00-00 | PAYROLL SUMMARY | 358.00 | | |
| | | | | | | VENDOR TOTAL * | 358.00 | | |
| 0003043 2016 ELLIOTT 2016 WATTS | 00 PI6748 PI6749 | LEAGUE OF NEBRASKA MUNICIPALITIES | 00 | 09/28/2016 09/28/2016 | 001-1209-421.20-13 001-1209-421.20-13 | GENERAL GENERAL | CHECK #: CHECK #: | 81940 81940 | 348.00- 348.00- |
| | | | | | | VENDOR TOTAL * | .00 | 696.00- | |

Refund of
training
class

BANK: 00

| VEND NO | SEQ# | VENDOR NAME | BNK | CHECK/DUE | ACCOUNT | ITEM | CHECK | EFT, EPAY OR |
|----------|---------|-------------------------------------|-----|------------|--------------------|-----------------|-----------|--------------|
| INVOICE | VOUCHER | P.O. | | DATE | NO | DESCRIPTION | AMOUNT | HAND-ISSUED |
| NO | NO | NO | | | | | | AMOUNT |
| 0003205 | 00 | NEBRASKA PUBLIC EMPLOYEES LOCAL 251 | | | | | | |
| 20161006 | PR1006 | | 00 | 10/20/2016 | 001-0000-201.00-00 | PAYROLL SUMMARY | 260.00 | |
| 20161020 | PR1020 | | 00 | 10/20/2016 | 001-0000-201.00-00 | PAYROLL SUMMARY | 260.00 | |
| | | | | | | VENDOR TOTAL * | 520.00 | |
| | | 00 General Fund | | | | BANK TOTAL * | 77,833.70 | 185,882.27 |

PROGRAM: GM339L

AS OF: 10/20/2016

PAYMENT DATE: 10/19/2016

City of Fremont

Employee Benefits

BANK: 01

| VEND NO INVOICE NO | SEQ# VOUCHER NO | VENDOR NAME P.O. NO | BNK | CHECK/DUE DATE | ACCOUNT NO | ITEM DESCRIPTION | CHECK AMOUNT | EFT, EPAY OR HAND-ISSUED AMOUNT |
|--------------------------|-----------------------|------------------------------------|--------------|-------------------|--------------------|------------------------|-----------------|---------------------------------------|
| 0003370 | 00 | BLUE CROSS BLUE SHIELD OF NEBRASKA | | | | | | |
| 10/13/16 | MANUAL000009 | | 01 | 10/13/2016 | 060-0660-442.70-01 | CLAIMS 10/01-10/11/16 | CHECK #: 100829 | 12,192.25 |
| VENDOR TOTAL * | | | | | | | .00 | 12,192.25 |
| 0005708 | 00 | REGIONAL CARE INC | | | | | | |
| 10/13/16 | MANUAL000008 | | 01 | 10/13/2016 | 060-0660-442.70-01 | 10/13/16 MANUAL CLAIMS | CHECK #: 100830 | 58,501.46 |
| 10/13/16 | MANUAL000011 | | 01 | 10/13/2016 | 060-0660-443.70-01 | 10/13/16 MANUAL CLAIMS | CHECK #: 100830 | 3,983.75 |
| 10/18/16 | MANUAL000014 | | 01 | 10/18/2016 | 060-0660-442.70-01 | 10/18/16 MANUAL CLAIMS | CHECK #: 100831 | 128,664.18 |
| 10/18/16 | MANUAL000015 | | 01 | 10/18/2016 | 060-0660-443.70-01 | 10/18/16 MANUAL CLAIMS | CHECK #: 100831 | 233.00 |
| VENDOR TOTAL * | | | | | | | .00 | 191,382.39 |
| 01 Employee Benefits | | | BANK TOTAL * | | | | .00 | 203,574.64 |
| HAND ISSUED TOTAL *** | | | | | | | | 202,878.64 |
| EFT/EPAY TOTAL *** | | | | | | | | 186,578.27 |
| TOTAL EXPENDITURES **** | | | | | | | 77,833.70 | 389,456.91 |
| GRAND TOTAL ***** | | | | | | | | 467,290.61 |

Prepared 10/18/16, 11:29:29
Pay Date 10/20/16
Primary FIRST NATIONAL BANK

CITY of FREMONT
Direct Deposit Register

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

Final Total 216,038.79 Count 211

EAL DESCRIPTION: EAL: 10202016 SMITHE

PAYMENT TYPES

Checks Y
EFTs Y
ePayables Y

VOUCHER SELECTION CRITERIA

Voucher/discount due date 10/26/2016
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 10/26/2016

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 |
|--------------------------|-----------------------|-----------------------------------|-----|-------------------|--------------------|------------------------|-----------------|---------------------------------------|
| 0006360 | 00 | A-PLUSH LAWN | | | | | | |
| 8807 | PI0109 | 032917 | 00 | 10/26/2016 | 001-2026-451.20-99 | GENERAL | 35.00 | |
| 8813 | PI0242 | 032917 | 00 | 10/26/2016 | 001-2026-451.20-99 | GENERAL | 35.00 | |
| 8807 | PI0110 | 032917 | 00 | 10/26/2016 | 001-2027-452.20-99 | GENERAL | 1,850.00 | |
| 8813 | PI0243 | 032917 | 00 | 10/26/2016 | 001-2027-452.20-99 | GENERAL | 1,620.00 | |
| 8807 | PI0111 | 032917 | 00 | 10/26/2016 | 012-2025-431.20-99 | GENERAL | 320.00 | |
| 8813 | PI0244 | 032917 | 00 | 10/26/2016 | 012-2025-431.20-99 | GENERAL | 780.00 | |
| | | | | | | VENDOR TOTAL * | 4,640.00 | |
| 0000959 | 00 | ACE HARDWARE | | | | | | |
| 97452/3 | PI0161 | 033560 | 00 | 10/26/2016 | 001-1206-422.30-79 | BLANKET PURCHASE ORDER | 48.48 | |
| 97287/3 | PI0153 | 033560 | 00 | 10/26/2016 | 001-2027-452.30-56 | BLANKET PURCHASE ORDER | 24.75 | |
| 97289/3 | PI0154 | 033560 | 00 | 10/26/2016 | 001-2027-452.30-56 | BLANKET PURCHASE ORDER | 37.99 | |
| 97289/3 | PI0155 | 033560 | 00 | 10/26/2016 | 001-2027-452.30-79 | BLANKET PURCHASE ORDER | 195.03 | |
| 97366/3 | PI0157 | 033560 | 00 | 10/26/2016 | 001-2027-452.30-44 | BLANKET PURCHASE ORDER | 67.96 | |
| 97366/3 | PI0158 | 033560 | 00 | 10/26/2016 | 001-2027-452.30-56 | BLANKET PURCHASE ORDER | 45.98 | |
| 97290/3 | PI0156 | 033560 | 00 | 10/26/2016 | 001-2042-440.30-49 | BLANKET PURCHASE ORDER | 17.96 | |
| 97374/3 | PI0159 | 033560 | 00 | 10/26/2016 | 012-2025-431.30-79 | BLANKET PURCHASE ORDER | 13.74 | |
| 97393/3 | PI0160 | 033560 | 00 | 10/26/2016 | 012-2025-431.30-79 | BLANKET PURCHASE ORDER | 11.75 | |
| 97334/3 | PI0245 | 033560 | 00 | 10/26/2016 | 012-2025-431.30-56 | BLANKET PURCHASE ORDER | 102.79 | |
| 97508/3 | PI0246 | 033560 | 00 | 10/26/2016 | 012-2025-431.30-79 | BLANKET PURCHASE ORDER | 34.95 | |
| | | | | | | VENDOR TOTAL * | 601.38 | |
| 0004317 | 00 | ADAMSON, THOMAS R | | | | | | |
| 254 | PI0250 | 033874 | 00 | 10/26/2016 | 001-2031-455.30-51 | GENERAL | 8.00 | |
| | | | | | | VENDOR TOTAL * | 8.00 | |
| 0000983 | 00 | ARPS RED-E-MIX INC | | | | | | |
| 15882 | PI0079 | 031965 | 00 | 10/26/2016 | 001-2027-452.30-69 | BLANKET PURCHASE ORDER | 243.13 | |
| 15936 | PI0247 | 033562 | 00 | 10/26/2016 | 012-2025-431.30-69 | BLANKET PURCHASE ORDER | 314.50 | |
| 15978 | PI0248 | 033562 | 00 | 10/26/2016 | 012-2025-431.30-69 | BLANKET PURCHASE ORDER | 217.00 | |
| | | | | | | VENDOR TOTAL * | 774.63 | |
| 0002954 | 00 | ASPHALT AND CONCRETE MATERIALS CO | | | | | | |
| 00042746 | PI0099 | 032217 | 00 | 10/26/2016 | 012-2025-431.30-69 | FIELD PURCHASE ORDER | 528.83 | |
| 00042781 | PI0184 | 033802 | 00 | 10/26/2016 | 012-2025-431.30-69 | FIELD PURCHASE ORDER | 197.82 | |
| | | | | | | VENDOR TOTAL * | 726.65 | |
| 0006565 | 00 | AWARDS PLUS | | | | | | |
| N HARVEY | PI0193 | 033880 | 00 | 10/26/2016 | 001-1209-421.30-52 | GENERAL | 76.00 | |
| | | | | | | VENDOR TOTAL * | 76.00 | |
| 0002763 | 00 | BAKER & TAYLOR BOOKS | | | | | | |
| 2032306451 | PI0286 | 033839 | 00 | 10/26/2016 | 001-2031-455.30-51 | GENERAL | 377.80 | |
| 2032283511 | PI0331 | 032200 | 00 | 10/26/2016 | 001-2031-455.30-51 | GENERAL | 457.00 | |
| 2032286528 | PI0332 | 032200 | 00 | 10/26/2016 | 001-2031-455.30-51 | GENERAL | 574.35 | |
| 2032289412 | PI0333 | 032200 | 00 | 10/26/2016 | 001-2031-455.30-51 | GENERAL | 193.26 | |
| 2032300582 | PI0334 | 032200 | 00 | 10/26/2016 | 001-2031-455.30-51 | GENERAL | 290.38 | |
| 5014276023 | PI0335 | 032200 | 00 | 10/26/2016 | 001-2031-455.30-51 | GENERAL | 140.56 | |

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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 |
|---|-----------------------|--|-----|-------------------|--|--|---|---------------------------------------|
| 0002763 | 00 | BAKER & TAYLOR BOOKS | | | | | | |
| | | | | | | VENDOR TOTAL * | 2,033.35 | |
| 0003423 B26652670 | 00 | BAKER & TAYLOR ENTERTAINMENT PI0249 033843 | 00 | 10/26/2016 | 001-2031-455.30-51 | GENERAL | 127.45 | |
| | | | | | | VENDOR TOTAL * | 127.45 | |
| 0004311 880048184 880048184 880048136 880048136 | 00 | BAUER BUILT INC PI0256 033564 PI0257 033564 PI0162 033564 PI0163 033564 | 00 | 10/26/2016 | 001-1209-421.20-60 001-1209-421.30-63 012-2025-431.20-60 012-2025-431.30-56 | BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER | 11.00 5.00 61.00 12.00 | |
| | | | | | | VENDOR TOTAL * | 89.00 | |
| 0006522 0008 | 00 | BLASTER COMMUNICATIONS INC PI0183 033782 | 00 | 10/26/2016 | 001-1206-422.30-33 | GENERAL | 200.00 | |
| | | | | | | VENDOR TOTAL * | 200.00 | |
| 9999999 123015 | 00 | BLUE CROSS BLUE SHIELD OF NE MATHENY 000016 | 00 | 10/26/2016 | 001-1206-342.02-00 | HOLLY MATHENY/AMB REFUND | 548.00 | |
| | | | | | | VENDOR TOTAL * | 548.00 | |
| 9999999 082115 | 00 | BLUE CROSS BLUE SHIELD OF NE LORENZO 000017 | 00 | 10/26/2016 | 001-1206-342.02-00 | HERIBERT LORENZO/AMB RFND | 447.95 | |
| | | | | | | VENDOR TOTAL * | 447.95 | |
| 0004035 16181169 16181169 16179531 16180698 | 00 | BOMGAARS SUPPLY INC PI0259 033566 PI0260 033566 PI0164 033566 PI0258 033566 | 00 | 10/26/2016 | 001-2027-452.30-32 001-2027-452.30-49 012-2025-431.30-49 012-2025-431.30-56 | BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER | 31.96 2.49 59.46 45.80 | |
| | | | | | | VENDOR TOTAL * | 139.71 | |
| 0003427 B4692379 B4692777 | 00 | BRODART CO PI0283 033727 PI0336 032201 | 00 | 10/26/2016 | 001-2031-455.30-51 001-2031-455.30-51 | GENERAL GENERAL | 48.54 159.26 | |
| | | | | | | VENDOR TOTAL * | 207.80 | |
| 9999999 100616 | 00 | BUHRMAN, SHAWN BUHRMAN 000018 | 00 | 10/26/2016 | 001-2031-334.00-00 | SHAWN BUHRMAN/LIB REFUND | 24.91 | |
| | | | | | | VENDOR TOTAL * | 24.91 | |
| 0006534 199691 199467 200018 199368 199831 199874 | 00 | CAPPEL AUTO SUPPLY INC PI0172 033601 PI0171 033601 PI0272 033601 PI0170 033601 PI0173 033601 PI0271 033601 | 00 | 10/26/2016 | 001-1209-421.30-63 001-2027-452.30-56 001-2029-451.30-63 012-2025-431.30-56 012-2025-431.30-56 012-2025-431.30-56 | BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER | 35.88 92.50 32.87 141.40 22.23 13.54 | |

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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 | |
|--------------------------|-----------------------|-------------------------------|-----|-------------------|--------------------|---------------------------|-----------------|---------------------------------------|--|
| 0006534 | 00 | CAPPEL AUTO SUPPLY INC | | | | | | | |
| 200043 | | PI0273 033601 | 00 | 10/26/2016 | 012-2025-431.30-56 | BLANKET PURCHASE ORDER | 281.83 | | |
| 200105 | | PI0274 033601 | 00 | 10/26/2016 | 012-2025-431.30-56 | BLANKET PURCHASE ORDER | 7.33 | | |
| | | | | | | VENDOR TOTAL * | 627.58 | | |
| 0000584 | 00 | CEI | | | | | | | |
| OCT 16 WC | | 000019 | 00 | 10/26/2016 | 001-1015-415.10-26 | OCT 16 WC | EFT: | 23,468.88 | Workers' |
| OCT 16 WC | | 000020 | 00 | 10/26/2016 | 012-2025-431.10-26 | OCT 16 WC | EFT: | 1,250.00 | Comp |
| | | | | | | VENDOR TOTAL * | .00 | 24,718.88 | Contributions |
| 0005030 | 00 | CENTER POINT LARGE PRINT | | | | | | | |
| 1416997 | | PI0235 033815 | 00 | 10/26/2016 | 001-2031-455.30-51 | GENERAL | 21.57 | | |
| | | | | | | VENDOR TOTAL * | 21.57 | | |
| 0002675 | 00 | CENTURYLINK (QWEST) | | | | | | | |
| 4027538697 | 1016 | PI0174 033603 | 00 | 10/26/2016 | 001-1011-419.20-12 | BLANKET PURCHASE ORDER | 84.94 | | |
| 402D250330 | 1016 | PI0275 033603 | 00 | 10/26/2016 | 001-1015-415.20-12 | BLANKET PURCHASE ORDER | 80.76 | | |
| 402D254115 | 1016 | PI0276 033603 | 00 | 10/26/2016 | 001-1206-422.20-12 | BLANKET PURCHASE ORDER | 85.56 | | |
| | | | | | | VENDOR TOTAL * | 251.26 | | |
| 9999999 | 00 | CHAPMAN, CARMEN | | | | | | | |
| 093016 | CHAPMAN | 000833 | 00 | 10/26/2016 | 001-2021-320.00-00 | CARMEN CHAPMAN/ZONING APP | 125.00 | | |
| | | | | | | VENDOR TOTAL * | 125.00 | | |
| 0001852 | 00 | CHEMSEARCH | | | | | | | |
| 2446447 | | PI0118 033688 | 00 | 10/26/2016 | 001-2027-452.30-32 | GENERAL | 487.50 | | |
| | | | | | | VENDOR TOTAL * | 487.50 | | |
| 9999999 | 00 | CONNELLY, DAWN | | | | | | | |
| 100116 | CONNELLY | 000021 | 00 | 10/26/2016 | 001-2031-334.00-00 | DAWN CONNELLY/LIB REFUND | 22.99 | | |
| | | | | | | VENDOR TOTAL * | 22.99 | | |
| 0003250 | 00 | CONTINENTAL FIRE SPRINKLER CO | | | | | | | |
| 242237 | | PI0343 032672 | 00 | 10/26/2016 | 001-2026-451.20-99 | GENERAL | 200.00 | | |
| | | | | | | VENDOR TOTAL * | 200.00 | | |
| 0001643 | 00 | CULLIGAN OF OMAHA | | | | | | | |
| 907485 | | PI0104 032301 | 00 | 10/26/2016 | 001-1209-421.20-99 | GENERAL | 22.00 | | |
| 909285 | | PI0105 032301 | 00 | 10/26/2016 | 001-1209-421.20-99 | GENERAL | 45.00 | | |
| | | | | | | VENDOR TOTAL * | 67.00 | | |
| 0005074 | 00 | D&D COMMUNICATIONS | | | | | | | |
| 99432 | | PI0255 033557 | 00 | 10/26/2016 | 001-1206-422.30-56 | GENERAL | 988.00 | | |
| | | | | | | VENDOR TOTAL * | 988.00 | | |
| 0005586 | 00 | DAVIS, MARC | | | | | | | |
| 071409 | | 001308 | 00 | 07/31/2009 | 001-2029-451.20-99 | | CHECK #: | 57435 | 15.25- |
| | | | | | | VENDOR TOTAL * | .00 | 15.25- | Unclaimed Property to Nebraska State Treasurer |

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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 |
|--------------------------|-----------------------|-----------------------------|-----|-------------------|--------------------|--------------------------|-----------------|---------------------------------------|
| 0001063 | 00 | DIAMOND VOGEL PAINT CENTER | | | | | | |
| 522146880 | | PI0263 033570 | 00 | 10/26/2016 | 001-2027-452.30-49 | BLANKET PURCHASE ORDER | 51.15 | |
| 522146886 | | PI0264 033570 | 00 | 10/26/2016 | 001-2027-452.30-49 | BLANKET PURCHASE ORDER | 30.40 | |
| 522147004 | | PI0265 033570 | 00 | 10/26/2016 | 001-2027-452.30-49 | BLANKET PURCHASE ORDER | 151.96 | |
| | | | | | | VENDOR TOTAL * | 233.51 | |
| 0001065 | 00 | DICKMEYER MASONRY | | | | | | |
| 101416 | | PI0228 033138 | 00 | 10/26/2016 | 001-1015-415.20-45 | GENERAL | 11,400.00 | Ridge Cemetery Arch Repair |
| | | | | | | VENDOR TOTAL * | 11,400.00 | |
| 0003359 | 00 | DODGE COUNTY HUMANE SOCIETY | | | | | | |
| SEPT 2016 | | PI0121 033752 | 00 | 10/26/2016 | 001-1209-421.20-65 | GENERAL | 7,083.84 | |
| OCT 2016 | | PI0182 033752 | 00 | 10/26/2016 | 001-1209-421.20-65 | GENERAL | 7,295.84 | |
| | | | | | | VENDOR TOTAL * | 14,379.68 | Contract for animal control services |
| 0006357 | 00 | DREWS, DOUGLAS | | | | | | |
| 101616 | | PI0253 032974 | 00 | 10/26/2016 | 001-2026-451.20-99 | GENERAL | 25.00 | |
| 100916 | | PI0251 032916 | 00 | 10/26/2016 | 001-2027-452.20-99 | GENERAL | 419.00 | |
| 101616 | | PI0252 032916 | 00 | 10/26/2016 | 001-2027-452.20-99 | GENERAL | 419.00 | |
| 101616 | | PI0254 032974 | 00 | 10/26/2016 | 001-2027-452.20-99 | GENERAL | 160.00 | |
| | | | | | | VENDOR TOTAL * | 1,023.00 | |
| 0006264 | 00 | EMS BILLING SERVICES INC | | | | | | |
| 20163200 | | PI0106 032371 | 00 | 10/26/2016 | 001-1206-422.20-99 | GENERAL | 3,932.46 | |
| | | | | | | VENDOR TOTAL * | 3,932.46 | |
| 0006584 | 00 | EVENTWRISTBANDS.COM | | | | | | |
| 1463148068-847 | | PI0226 033135 | 00 | 10/26/2016 | 001-2030-451.20-99 | GENERAL | 98.53 | |
| 1463148068-847 | | PI0227 033135 | 00 | 10/26/2016 | 001-2030-451.30-79 | GENERAL | 1,460.00 | |
| 1469113677-305 | | PI0231 033391 | 00 | 10/26/2016 | 001-2030-451.20-99 | GENERAL | 24.51 | |
| 1469113677-305 | | PI0232 033391 | 00 | 10/26/2016 | 001-2030-451.30-79 | GENERAL | 365.00 | |
| | | | | | | VENDOR TOTAL * | 1,948.04 | |
| 0002050 | 00 | FASTENAL COMPANY | | | | | | |
| NEFRE140930 | | PI0266 033574 | 00 | 10/26/2016 | 001-2027-452.20-60 | BLANKET PURCHASE ORDER | 199.20 | |
| NEFRE140931 | | PI0267 033574 | 00 | 10/26/2016 | 001-2027-452.20-60 | BLANKET PURCHASE ORDER | 175.30 | |
| | | | | | | VENDOR TOTAL * | 374.50 | |
| 0006587 | 00 | FASTENAU, HEATHER | | | | | | |
| 092716 | | PI0114 033181 | 00 | 10/26/2016 | 001-1004-424.20-99 | BLANKET PURCHASE ORDER | 330.00 | |
| | | | | | | VENDOR TOTAL * | 330.00 | |
| 0003759 | 00 | FEUERSTEIN, E W | | | | | | |
| 100716 | | PI0191 033878 | 00 | 10/26/2016 | 001-2027-452.20-70 | GENERAL | 1,250.00 | |
| 100716 | | PI0192 033878 | 00 | 10/26/2016 | 001-2029-451.20-70 | GENERAL | 1,250.00 | |
| | | | | | | VENDOR TOTAL * | 2,500.00 | |
| 9999999 | 00 | FLORES, ERNESTO | | | | | | |
| 060413 FLORES | | 000022 | 00 | 10/26/2016 | 001-1206-342.02-00 | ERNESTO FLORES/AMB RFUND | 200.00 | |

PROGRAM: GM339L

AS OF: 10/26/2016

PAYMENT DATE: 10/26/2016

City of Fremont

General Fund

BANK: 00

| VEND NO INVOICE NO | SEQ# VOUCHER NO | VENDOR NAME P.O. NO | BNK | CHECK/DUE DATE | ACCOUNT NO | ITEM DESCRIPTION | CHECK AMOUNT | EFT, EPAY OR HAND-ISSUED AMOUNT |
|---|-----------------------|---|-----|-------------------|--|--|--------------------------------------|---------------------------------------|
| 9999999 | 00 | FLORES, ERNESTO | | | | | | |
| | | | | | | VENDOR TOTAL * | 200.00 | |
| 0003360 SEPT 2016 | 00 | FREMONT AVIATION PI0224 032110 | 00 | 10/26/2016 | 029-2034-466.20-99 | FIELD PURCHASE ORDER | 1,287.00 | |
| | | | | | | VENDOR TOTAL * | 1,287.00 | |
| 0001111 0520790 | 00 | FREMONT BUILDERS SUPPLY INC PI0268 033575 | 00 | 10/26/2016 | 012-2025-431.30-69 | BLANKET PURCHASE ORDER | 198.40 | |
| | | | | | | VENDOR TOTAL * | 198.40 | |
| 0003907 IM331464 | 00 | FREMONT HEALTH CLINIC 092716PI0098 032031 | 00 | 10/26/2016 | 001-1209-421.20-35 | BLANKET PURCHASE ORDER | 249.00 | |
| | | | | | | VENDOR TOTAL * | 249.00 | |
| 0001124 14973 | 00 | FREMONT PRINTING CO PI0116 033668 | 00 | 10/26/2016 | 001-1209-421.30-35 | GENERAL | 2,065.00 | |
| | | | | | | VENDOR TOTAL * | 2,065.00 | |
| 0001125 SEPT 16 LIQUOR | 00 | FREMONT PUBLIC SCHOOLS 000023 | 00 | 10/26/2016 | 001-0000-208.01-00 | SEPT 16 LIQUOR | 2,400.00 | |
| | | | | | | VENDOR TOTAL * | 2,400.00 | |
| 0001132 29594600 29594601 | 00 | FREMONT WINNELSON CO PI0165 033576 PI0166 033576 | 00 | 10/26/2016 | 001-1004-424.30-33 001-1004-424.30-33 | BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER | 123.16 46.42 | |
| | | | | | | VENDOR TOTAL * | 169.58 | |
| 0006263 59068215 59068856 | 00 | GALE/CENGAGE LEARNING INC PI0337 032202 PI0338 032202 | 00 | 10/26/2016 | 001-2031-455.30-51 001-2031-455.30-51 | GENERAL GENERAL | 219.65 19.46 | |
| | | | | | | VENDOR TOTAL * | 239.11 | |
| 0001139 50426369 50427064 50427568 50427695 | 00 | GERHOLD CONCRETE CO INC PI0080 031981 PI0167 033577 PI0269 033577 PI0293 033577 | 00 | 10/26/2016 | 012-2025-431.30-69 012-2025-431.30-69 012-2025-431.30-69 012-2025-431.30-69 | BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER | 266.50 248.13 201.50 403.75 | |
| | | | | | | VENDOR TOTAL * | 1,119.88 | |
| 0005568 11099 | 00 | GIS WORKSHOP LLC PI0180 033695 | 00 | 10/26/2016 | 012-2025-419.20-65 | FIELD PURCHASE ORDER | 400.00 | |
| | | | | | | VENDOR TOTAL * | 400.00 | |
| 0001143 51637 51637 | 00 | GLASS HOUSE PI0312 033810 PI0313 033810 | 00 | 10/26/2016 | 001-2026-451.20-60 001-2026-451.30-49 | GENERAL GENERAL | 95.00 32.00 | |
| | | | | | | VENDOR TOTAL * | 127.00 | |

PROGRAM: GM339L
 City of Fremont
 General Fund

AS OF: 10/26/2016 PAYMENT DATE: 10/26/2016

BANK: 00

| VEND NO INVOICE NO | SEQ# VOUCHER NO | VENDOR NAME P.O. NO | BNK | CHECK/DUE DATE | ACCOUNT NO | ITEM DESCRIPTION | CHECK AMOUNT | EFT, EPAY OR HAND-ISSUED AMOUNT |
|--------------------------|-----------------------|---------------------------------|-----|-------------------|--------------------|------------------------|-----------------|---------------------------------------|
| 9999999 | 00 | HERNANDEZ-BATZ, JUAN | | | | | | |
| 136921 | BATZ | 000024 | 00 | 10/26/2016 | 001-0000-202.04-00 | JUAN HERNANDEZ-BATZ/CF | 100.00 | |
| | | | | | | VENDOR TOTAL * | 100.00 | |
| 0003365 | 00 | HOLIDAY INN KEARNEY | | | | | | |
| 251527 | PAUL P | PI0126 033884 | 00 | 10/26/2016 | 001-1016-412.20-13 | BLANKET PURCHASE ORDER | 179.90 | |
| 55990 | | PI0176 033658 | 00 | 10/26/2016 | 001-1209-421.20-13 | GENERAL | 263.85 | |
| 56004 | | PI0177 033658 | 00 | 10/26/2016 | 001-1209-421.20-13 | GENERAL | 263.85 | |
| 56006 | | PI0178 033658 | 00 | 10/26/2016 | 001-1209-421.20-13 | GENERAL | 263.85 | |
| 56012 | | PI0179 033658 | 00 | 10/26/2016 | 001-1209-421.20-13 | GENERAL | 263.85 | |
| | | | | | | VENDOR TOTAL * | 1,235.30 | |
| 9999999 | 00 | HOLMAN, TRUDY | | | | | | |
| 136927 | HOLMAN | 000025 | 00 | 10/26/2016 | 001-2029-347.00-00 | TRUDY HOLMAN/BOWLING | 45.00 | |
| | | | | | | VENDOR TOTAL * | 45.00 | |
| 0001167 | 00 | HY-VEE | | | | | | |
| 3054515123 | | PI0168 033578 | 00 | 10/26/2016 | 001-1206-422.30-41 | BLANKET PURCHASE ORDER | 31.93 | |
| 3055709293 | | PI0169 033578 | 00 | 10/26/2016 | 001-1206-422.30-79 | BLANKET PURCHASE ORDER | 95.14 | |
| 3051941603 | | PI0270 033578 | 00 | 10/26/2016 | 012-2025-431.30-32 | BLANKET PURCHASE ORDER | 45.99 | |
| | | | | | | VENDOR TOTAL * | 173.06 | |
| 0004171 | 00 | IAFC MEMBERSHIP | | | | | | |
| 2016-2017 | DUES | PI0287 033886 | 00 | 10/26/2016 | 001-1206-422.20-93 | GENERAL | 259.00 | |
| | | | | | | VENDOR TOTAL * | 259.00 | |
| 0005752 | 00 | IMA INC - BENEFITS DIVISION | | | | | | |
| 1062713 | | PI0175 033645 | 00 | 10/26/2016 | 060-0660-442.70-07 | BLANKET PURCHASE ORDER | 3,750.00 | |
| | | | | | | VENDOR TOTAL * | 3,750.00 | |
| 0000485 | 00 | INTERSTATE BATTERY SYSTEM | | | | | | |
| 160007365 | | PI0122 033762 | 00 | 10/26/2016 | 001-1004-424.30-63 | FIELD PURCHASE ORDER | 113.95 | |
| 160007364 | | PI0102 032278 | 00 | 10/26/2016 | 001-2027-452.30-56 | FIELD PURCHASE ORDER | 227.90 | |
| 160007364 | | PI0103 032278 | 00 | 10/26/2016 | 001-2027-452.30-63 | FIELD PURCHASE ORDER | 76.30 | |
| 160007364 | | PI0113 033025 | 00 | 10/26/2016 | 001-2027-452.30-63 | FIELD PURCHASE ORDER | 138.28 | |
| 160007365 | | PI0101 032276 | 00 | 10/26/2016 | 012-2025-431.30-63 | FIELD PURCHASE ORDER | 227.90 | |
| | | | | | | VENDOR TOTAL * | 784.33 | |
| 0005826 | 00 | J&R CONCRETE & CONSTRUCTION LLC | | | | | | |
| 013-3260 | 092116 | PI0123 033826 | 00 | 10/26/2016 | 040-2037-452.45-20 | GENERAL | 101,171.79 | Ridge Road Trail Project |
| | | | | | | VENDOR TOTAL * | 101,171.79 | |
| 0003074 | 00 | JACKSON SERVICES INC | | | | | | |
| OCT 2016 | | PI0277 033606 | 00 | 10/26/2016 | 001-1013-432.20-99 | BLANKET PURCHASE ORDER | 80.00 | |
| OCT 2016 | | PI0278 033606 | 00 | 10/26/2016 | 001-1206-422.20-91 | BLANKET PURCHASE ORDER | 26.50 | |
| OCT 2016 | | PI0279 033606 | 00 | 10/26/2016 | 001-1209-421.20-91 | BLANKET PURCHASE ORDER | 188.00 | |
| OCT 2016 | | PI0280 033606 | 00 | 10/26/2016 | 001-2027-452.20-99 | BLANKET PURCHASE ORDER | 100.05 | |
| OCT 2016 | | PI0281 033606 | 00 | 10/26/2016 | 001-2031-455.20-99 | BLANKET PURCHASE ORDER | 94.25 | |
| OCT 2016 | | PI0282 033606 | 00 | 10/26/2016 | 012-2025-431.20-99 | BLANKET PURCHASE ORDER | 230.01 | |

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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 |
|--------------------------|-----------------------|--------------------------------|-----|-------------------|--------------------|-------------------------|-----------------|---------------------------------------|
| 0003074 | 00 | JACKSON SERVICES INC | | | | | | |
| | | | | | | VENDOR TOTAL * | 718.81 | |
| 0001426 | 00 | JEO CONSULTING GROUP INC | | | | | | |
| 91846 | | PI0115 033547 | 00 | 10/26/2016 | 001-1016-412.20-34 | BLANKET PURCHASE ORDER | 507.00 | |
| 91617 | | PI0124 033838 | 00 | 10/26/2016 | 040-2037-452.45-20 | GENERAL | 15,948.00 | Ridge Road Trail Project |
| | | | | | | VENDOR TOTAL * | 16,455.00 | |
| 9999999 | 00 | JEREZ, WILLIAM | | | | | | |
| 136925 | JEREZ | 000026 | 00 | 10/26/2016 | 001-0000-202.04-00 | WILLIAM JEREZ/CA DEP | 100.00 | |
| | | | | | | VENDOR TOTAL * | 100.00 | |
| 0006274 | 00 | JONES AUTOMOTIVE INC | | | | | | |
| 1-21094 | | PI0229 033161 | 00 | 10/26/2016 | 001-1209-421.40-99 | GENERAL | 6,509.89 | |
| 1-21094 | | PI0230 033161 | 00 | 10/26/2016 | 001-1209-421.40-99 | GENERAL | 2,858.34 | |
| | | | | | | VENDOR TOTAL * | 9,368.23 | |
| 0004708 | 00 | KENCO LEASING COMPANY | | | | | | |
| 029424 | | PI0100 032257 | 00 | 10/26/2016 | 001-1209-421.20-70 | BLANKET PURCHASE ORDER | 300.00 | |
| | | | | | | VENDOR TOTAL * | 300.00 | |
| 0004542 | 00 | KIMBALL MIDWEST | | | | | | |
| 5183576 | | PI0185 033817 | 00 | 10/26/2016 | 001-1209-421.30-63 | FIELD PURCHASE ORDER | 53.50 | |
| 5189397 | | PI0189 033817 | 00 | 10/26/2016 | 001-1209-421.30-63 | FIELD PURCHASE ORDER | 31.22 | |
| 5183576 | | PI0186 033817 | 00 | 10/26/2016 | 012-2025-431.30-33 | FIELD PURCHASE ORDER | 23.94 | |
| 5183576 | | PI0187 033817 | 00 | 10/26/2016 | 012-2025-431.30-56 | FIELD PURCHASE ORDER | 63.50 | |
| 5183576 | | PI0188 033817 | 00 | 10/26/2016 | 012-2025-431.30-63 | FIELD PURCHASE ORDER | 41.50 | |
| | | | | | | VENDOR TOTAL * | 213.66 | |
| 9999999 | 00 | KOCH, EVELYN | | | | | | |
| 136893 | KOCH | 000027 | 00 | 10/26/2016 | 001-0000-202.04-00 | EVELYN KOCH/CF MTG ROOM | 50.00 | |
| | | | | | | VENDOR TOTAL * | 50.00 | |
| 0006608 | 00 | KUBOTA OF OMAHA | | | | | | |
| CO101158 | | PI0285 033829 | 00 | 10/26/2016 | 012-2025-431.30-56 | FIELD PURCHASE ORDER | 224.82 | |
| | | | | | | VENDOR TOTAL * | 224.82 | |
| 0002898 | 00 | LARSEN INTERNATIONAL | | | | | | |
| C89337 | | PI0119 033712 | 00 | 10/26/2016 | 001-1206-422.20-60 | GENERAL | 424.95 | |
| C89337 | | PI0120 033712 | 00 | 10/26/2016 | 001-1206-422.30-63 | GENERAL | 326.44 | |
| C89346 | | PI0233 033792 | 00 | 10/26/2016 | 001-1206-422.20-60 | GENERAL | 148.50 | |
| C89346 | | PI0234 033792 | 00 | 10/26/2016 | 001-1206-422.30-63 | GENERAL | 490.68 | |
| | | | | | | VENDOR TOTAL * | 1,390.57 | |
| 0002654 | 00 | LEAGUE ASSN OF RISK MANAGEMENT | | | | | | |
| 10115 | | PI0290 033908 | 00 | 10/26/2016 | 001-1015-415.20-47 | BLANKET PURCHASE ORDER | 181,084.84 | Insurance |
| 10291 | | PI0288 033896 | 00 | 10/26/2016 | 012-2025-431.20-47 | BLANKET PURCHASE ORDER | 40.28 | Renewal for |
| 10115 | | PI0291 033908 | 00 | 10/26/2016 | 012-2025-431.20-47 | BLANKET PURCHASE ORDER | 34,535.16 | Governmental |
| 10115 | | PI0292 033908 | 00 | 10/26/2016 | 029-2034-466.20-47 | BLANKET PURCHASE ORDER | 5,832.87 | Funds |

PROGRAM: GM339L

AS OF: 10/26/2016

PAYMENT DATE: 10/26/2016

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 |
|--|-----------------------|--|-----|-------------------|--|--|--|---------------------------------------|
| 0002654 | 00 | LEAGUE ASSN OF RISK MANAGEMENT | | | | | | |
| | | | | | | VENDOR TOTAL * | 221,493.15 | |
| 0003043 11872 | 00 | LEAGUE OF NEBRASKA MUNICIPALITIES PI0125 033864 | 00 | 10/26/2016 | 001-1209-421.20-13 | GENERAL | 46.00 | |
| | | | | | | VENDOR TOTAL * | 46.00 | |
| 0006573 3090691335 | 00 | LEXISNEXIS PI0112 032969 | 00 | 10/26/2016 | 001-1016-412.30-51 | BLANKET PURCHASE ORDER | 210.00 | |
| | | | | | | VENDOR TOTAL * | 210.00 | |
| 0005079 203313-102R | 00 | LIBRARICA LLC PI0284 033822 | 00 | 10/26/2016 | 001-2031-419.20-65 | GENERAL | 491.55 | |
| | | | | | | VENDOR TOTAL * | 491.55 | |
| 0006545 SEPT 2016 SEPT 2016 | 00 | LINCOLN PHYSICAL THERAPY AND SPORTS PI0107 032460 PI0108 032460 | 00 | 10/26/2016 | 001-1209-421.20-35 001-2027-452.20-35 | BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER | 51.00 51.00 | |
| | | | | | | VENDOR TOTAL * | 102.00 | |
| 0006623 093016 | 00 | MARK OF EXCELLENCE LLC PI0117 033671 | 00 | 10/26/2016 | 001-1209-421.20-60 | GENERAL | 295.00 | |
| | | | | | | VENDOR TOTAL * | 295.00 | |
| 0006212 14172531 | 00 | MATHESON TRI-GAS INC PI0196 033582 | 00 | 10/26/2016 | 001-1206-422.30-32 | BLANKET PURCHASE ORDER | 38.72 | |
| | | | | | | VENDOR TOTAL * | 38.72 | |
| 0006523 86484591 86897878 86821452 | 00 | MCKESSON MEDICAL-SURGICAL PI0212 033781 PI0310 033781 PI0311 033798 | 00 | 10/26/2016 | 001-1206-422.30-33 001-1206-422.30-33 001-1206-422.30-33 | GENERAL GENERAL GENERAL | 125.73 38.26 274.68 | |
| | | | | | | VENDOR TOTAL * | 438.67 | |
| 0001229 17281 16959 15986 16008 17322 17398 17473 15818 16537 16976 17213 | 00 | MENARDS - FREMONT PI0296 033584 PI0197 033584 PI0220 031989 PI0221 031989 PI0297 033584 PI0298 033584 PI0299 033584 PI0081 031989 PI0082 031989 PI0294 033584 PI0295 033584 | 00 | 10/26/2016 | 001-1013-432.30-79 001-2027-452.30-56 001-2027-452.30-56 001-2027-452.30-56 001-2027-452.30-49 001-2027-452.30-79 001-2029-451.30-49 001-2030-451.30-49 001-2030-451.30-49 001-2030-451.30-49 012-2025-431.30-69 | BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER | 53.52 20.84 78.41 139.98 127.37 39.96 26.27 91.62 19.98 60.66 129.99 | |
| | | | | | | VENDOR TOTAL * | 788.60 | |
| 0002074 | 00 | MIDWEST SERVICE & SALES CO | | | | | | |

PROGRAM: GM339L

AS OF: 10/26/2016

PAYMENT DATE: 10/26/2016

City of Fremont

General Fund

BANK: 00

| VEND NO INVOICE NO | SEQ# | VENDOR NAME VOUCHER P.O. NO NO | BNK | CHECK/DUE DATE | ACCOUNT NO | ITEM DESCRIPTION | CHECK AMOUNT | EFT, EPAY OR HAND-ISSUED AMOUNT |
|---|------|---|-----|-------------------|--|--|--|---------------------------------------|
| 0002074 0017332 | 00 | MIDWEST SERVICE & SALES CO PI0319 033862 | 00 | 10/26/2016 | 012-2025-431.30-76 | FIELD PURCHASE ORDER | 484.40 | |
| | | | | | | VENDOR TOTAL * | 484.40 | |
| 0004095 94357751 94362676 94355043 94355044 94355046 | 00 | MIDWEST TAPE PI0317 033856 PI0318 033856 PI0339 032206 PI0340 032206 PI0341 032206 | 00 | 10/26/2016 | 001-2031-455.30-51 | GENERAL | 71.99 34.84 25.84 1,002.92 69.68 | |
| | | | | | | VENDOR TOTAL * | 1,205.27 | |
| 0003513 111731 | 00 | MONARCH OIL COMPANY PI0213 033796 | 00 | 10/26/2016 | 012-2025-431.30-69 | FIELD PURCHASE ORDER | 588.00 | |
| | | | | | | VENDOR TOTAL * | 588.00 | |
| 0002421 99229406 I | 00 | MOORE MEDICAL LLC PI0205 033733 | 00 | 10/26/2016 | 001-1206-422.30-33 | GENERAL | 219.99 | |
| | | | | | | VENDOR TOTAL * | 219.99 | |
| 9999999 136859 NAVA | 00 | NAVA, ROCIO 000028 | 00 | 10/26/2016 | 001-0000-202.04-00 | ROCIO NAVA/COMM RM DEP | 100.00 | |
| | | | | | | VENDOR TOTAL * | 100.00 | |
| 0006222 2016 NEWTON | 00 | NEBR INVESTMENT FINANCE AUTHORITY PI0216 033840 | 00 | 10/26/2016 | 001-1002-415.20-13 | BLANKET PURCHASE ORDER | 25.00 | |
| | | | | | | VENDOR TOTAL * | 25.00 | |
| 0003340 1026487 1026487 | 00 | NEBRASKA DEPT OF AERONAUTICS PI0327 033905 PI0328 033905 | 00 | 10/26/2016 | 029-2034-466.20-99 029-2034-490.60-02 | BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER | EFT: EFT: | 1,234.56 1,750.00 |
| | | | | | | VENDOR TOTAL * | .00 | 2,984.56 |
| 0006206 P00347 | 00 | NEBRASKA ENVIRONMENTAL PRODUCTS PI0127 033890 | 00 | 10/26/2016 | 012-2025-431.30-56 | FIELD PURCHASE ORDER | 1,602.75 | |
| | | | | | | VENDOR TOTAL * | 1,602.75 | |
| 0003547 200001004 200001345 | 00 | NEBRASKA LIBRARY ASSOCIATION PI0320 033875 PI0321 033876 | 00 | 10/26/2016 | 001-2031-455.20-13 | GENERAL | 620.00 70.00 | |
| | | | | | | VENDOR TOTAL * | 690.00 | |
| 0003800 100116 DUES | 00 | NEBRASKA MUNICIPAL FIRE CHIEFS ASSN PI0322 033887 | 00 | 10/26/2016 | 001-1206-422.20-93 | GENERAL | 50.00 | |
| | | | | | | VENDOR TOTAL * | 50.00 | |
| 0001941 A HAJEK 2016 | 00 | NEBRASKA NOTARY ASSOCIATION INC PI0218 033861 | 00 | 10/26/2016 | 001-1209-421.30-31 | GENERAL | 154.00 | |
| | | | | | | VENDOR TOTAL * | 154.00 | |

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 |
|--------------------------|-----------------------|---------------------------|-----|-------------------|--------------------|-------------------------|-----------------|---|
| 0005651 | 00 | NEBRASKA STATE TREASURER | | | | | | |
| REF #18082 | 000857 | | 00 | 10/26/2016 | 001-2026-347.05-00 | PELICO, MELVIN | 30.00 | Unclaimed Property to Nebraska State Treasurer |
| REF #18082 | 001308 | | 00 | 10/26/2016 | 001-2029-451.20-99 | MARC DAVIS | 15.25 | |
| VENDOR TOTAL * | | | | | | | 45.25 | |
| 0004242 | 00 | NFPA | | | | | | |
| 6762815X | PI0324 | 033889 | 00 | 10/26/2016 | 001-1206-422.20-93 | GENERAL | 1,305.00 | |
| VENDOR TOTAL * | | | | | | | 1,305.00 | |
| 0004242 | 00 | NFPA, CK GRP-1 | | | | | | |
| 122325 | PI0323 | 033888 | 00 | 10/26/2016 | 001-1206-422.20-93 | GENERAL | 175.00 | |
| VENDOR TOTAL * | | | | | | | 175.00 | |
| 9999999 | 00 | NGUYEN, MONA | | | | | | |
| 136892 | NGUYEN | 000029 | 00 | 10/26/2016 | 001-0000-202.04-00 | MONA NGUYEN/CF MTG ROOM | 100.00 | |
| VENDOR TOTAL * | | | | | | | 100.00 | |
| 0006329 | 00 | NNSWC LANDFILL | | | | | | |
| SEPT 2016 | 000835 | | 00 | 10/26/2016 | 001-1013-432.20-21 | | 61,144.67 | Solid Waste Landfill |
| VENDOR TOTAL * | | | | | | | 61,144.67 | |
| 0001020 | 00 | O'REILLY AUTOMOTIVE INC | | | | | | |
| 0397-405983 | PI0198 | 033588 | 00 | 10/26/2016 | 001-1206-422.30-79 | BLANKET PURCHASE ORDER | 43.68 | |
| 0397-407519 | PI0200 | 033588 | 00 | 10/26/2016 | 001-1206-422.30-63 | BLANKET PURCHASE ORDER | 65.93 | |
| 0397-407539 | PI0201 | 033588 | 00 | 10/26/2016 | 001-1206-422.30-63 | BLANKET PURCHASE ORDER | 26.96 | |
| 0397-406096 | PI0300 | 033588 | 00 | 10/26/2016 | 001-1209-421.30-44 | BLANKET PURCHASE ORDER | 27.99 | |
| 0397-407942 | PI0303 | 033588 | 00 | 10/26/2016 | 001-2029-451.30-63 | BLANKET PURCHASE ORDER | 69.70 | |
| 0397-406844 | PI0199 | 033588 | 00 | 10/26/2016 | 012-2025-431.30-63 | BLANKET PURCHASE ORDER | 220.52 | |
| 0397-406096 | PI0301 | 033588 | 00 | 10/26/2016 | 012-2025-431.30-63 | BLANKET PURCHASE ORDER | 33.83 | |
| 0397-407627 | PI0302 | 033588 | 00 | 10/26/2016 | 012-2025-431.30-63 | BLANKET PURCHASE ORDER | 59.49 | |
| 0397-408212 | PI0304 | 033588 | 00 | 10/26/2016 | 012-2025-431.30-56 | BLANKET PURCHASE ORDER | 103.88 | |
| VENDOR TOTAL * | | | | | | | 651.98 | |
| 0005807 | 00 | OCLC INC | | | | | | |
| 0000488951 | PI0316 | 033853 | 00 | 10/26/2016 | 001-2031-455.20-93 | GENERAL | 1,139.69 | |
| VENDOR TOTAL * | | | | | | | 1,139.69 | |
| 0002888 | 00 | OFFICENET | | | | | | |
| 847784-0 | PI0206 | 033734 | 00 | 10/26/2016 | 001-1206-422.30-31 | GENERAL | 59.85 | |
| 845476-1 | PI0203 | 033676 | 00 | 10/26/2016 | 001-2031-455.30-31 | GENERAL | 7.90 | |
| 848189-0 | PI0214 | 033823 | 00 | 10/26/2016 | 001-2031-455.30-31 | GENERAL | 423.58 | |
| VENDOR TOTAL * | | | | | | | 491.33 | |
| 0006633 | 00 | OLD REPUBLIC SURETY GROUP | | | | | | |
| RPO0446692 | PI0330 | 033913 | 00 | 10/26/2016 | 001-1015-415.20-47 | FIELD PURCHASE ORDER | 100.00 | |
| VENDOR TOTAL * | | | | | | | 100.00 | |
| 0005674 | 00 | OLSSON ASSOCIATES | | | | | | |
| 257662 | PI0128 | 029461 | 00 | 10/26/2016 | 040-2037-452.45-20 | FIELD PURCHASE ORDER | 1,025.00 | Ridge Road Trail Project |

PROGRAM: GM339L

AS OF: 10/26/2016

PAYMENT DATE: 10/26/2016

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 |
|---------------------------|-----------------------|--|-----|--------------------------|--|--|------------------------|---|
| 0005674 | 00 | OLSSON ASSOCIATES | | | | | | |
| | | | | | | VENDOR TOTAL * | 1,025.00 | |
| 0005198 796 | 00 | PARR CONSTRUCTION PI0325 033900 00 | | 10/26/2016 | 001-2031-455.20-60 | GENERAL | 300.00 | |
| | | | | | | VENDOR TOTAL * | 300.00 | |
| 0006630 S98471830101 | 00 | PCM SALES INC PI0152 033895 00 | | 10/26/2016 | 001-1003-419.30-55 | BLANKET PURCHASE ORDER | 750.00 | |
| | | | | | | VENDOR TOTAL * | 750.00 | |
| 9999999 082211 | 00 | PELICO, MELVIN PELICO 000857 | 00 | 08/30/2011 | 001-2026-347.05-00 | Melvin Pelico/Cancel Aud | CHECK #: 65208 | 30.00- |
| | | | | | | VENDOR TOTAL * | .00 | 30.00- |
| 0006436 100516 | 00 | PINNACLE BANK - VISA PAYNE PI0215 033825 00 | | 10/26/2016 | 001-1016-412.30-31 | BLANKET PURCHASE ORDER | 79.00 | |
| | | | | | | VENDOR TOTAL * | 79.00 | |
| 0005545 19729 | 00 | PLATTE MECHANICAL INC PI0138 033415 00 | | 10/26/2016 | 001-1209-421.20-60 | GENERAL | 55.00 | |
| | | | | | | VENDOR TOTAL * | 55.00 | |
| 0002919 695239 | 00 | PLATTE VALLEY EQUIPMENT LLC PI0129 031994 00 | | 10/26/2016 | 001-2027-452.30-56 | BLANKET PURCHASE ORDER | 44.02 | |
| | | | | | | VENDOR TOTAL * | 44.02 | |
| 0006155 5539193 | 00 | PLUNKETT'S PEST CONTROL INC PI0217 033859 00 | | 10/26/2016 | 001-1209-421.20-99 | GENERAL | 449.54 | |
| | | | | | | VENDOR TOTAL * | 449.54 | |
| 0003747 2017 | 00 | POLICE CHIEFS ASSN OF NEBRASKA DUES PI0326 033901 00 | | 10/26/2016 | 001-1209-421.20-93 | GENERAL | 50.00 | |
| | | | | | | VENDOR TOTAL * | 50.00 | |
| 0003830 421205 | 00 | POLICE OFFICERS' ASSN OF NEBRASKA PI0219 033879 00 | | 10/26/2016 | 001-1209-421.30-51 | GENERAL | 365.50 | |
| | | | | | | VENDOR TOTAL * | 365.50 | |
| 0006199 8491 | 00 | PREMIER STAFFING INC PI0148 033771 00 | | 10/26/2016 | 001-2031-455.20-99 | BLANKET PURCHASE ORDER | 344.25 | |
| | | | | | | VENDOR TOTAL * | 344.25 | |
| 0005818 39582 39469 | 00 | PRIME COMMUNICATIONS INC PI0140 033462 00 PI0143 033541 00 | | 10/26/2016 10/26/2016 | 001-1209-421.40-13 001-2031-455.40-99 | BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER | 11,934.41 21,665.60 | Police Station Physical Access Control Library Camera System |
| | | | | | | VENDOR TOTAL * | 33,600.01 | |
| 0006247 | 00 | RAMADA NORTHWEST INN & SUITES | | | | | | |

Unclaimed
Property to
Nebraska
State
Treasurer

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 |
|---|-----------------------|---|-----|--|--|--|----------------------------------|---------------------------------------|
| 0006247 13334 | 00 | RAMADA NORTHWEST INN & SUITES PI0147 033740 | 00 | 10/26/2016 | 001-1209-421.20-13 | GENERAL | 565.60 | |
| | | | | | | VENDOR TOTAL * | 565.60 | |
| 0003505 75417440 75414068 | 00 | RECORDED BOOKS INC PI0314 033849 PI0342 032207 | 00 | 10/26/2016 10/26/2016 | 001-2031-455.30-51 001-2031-455.30-51 | GENERAL GENERAL | 48.02 56.90 | |
| | | | | | | VENDOR TOTAL * | 104.92 | |
| 0006579 0135917 | 00 1016 | RISE BROADBAND PI0329 033906 | 00 | 10/26/2016 | 029-2034-466.20-99 | BLANKET PURCHASE ORDER | 69.95 | |
| | | | | | | VENDOR TOTAL * | 69.95 | |
| 0006510 64444 | 00 | ROSENBAUER SOUTH DAKOTA LLC PI0194 031801 | 00 | 10/26/2016 | 001-1206-422.40-18 | GENERAL | 31,571.70 | Fire aerial apparatus |
| | | | | | | VENDOR TOTAL * | 31,571.70 | |
| 0004075 479674588 479674588 | 00 | RR DONNELLEY PI0145 033672 PI0146 033672 | 00 | 10/26/2016 10/26/2016 | 001-1209-421.20-11 001-1209-421.30-51 | GENERAL GENERAL | 70.32 1,142.00 | |
| | | | | | | VENDOR TOTAL * | 1,212.32 | |
| 0002427 9318231 | 00 | S & S WORLDWIDE INC PI0209 033776 | 00 | 10/26/2016 | 001-2029-451.30-79 | GENERAL | 235.84 | |
| | | | | | | VENDOR TOTAL * | 235.84 | |
| 0001305 92816-23 | 00 | SAWYER GAS N WASH INC PI0130 031996 | 00 | 10/26/2016 | 001-1209-421.20-99 | BLANKET PURCHASE ORDER | 255.14 | |
| | | | | | | VENDOR TOTAL * | 255.14 | |
| 0004863 13898566 | 00 | SCHOLASTIC INC PI0309 033744 | 00 | 10/26/2016 | 001-2031-455.30-51 | GENERAL | 356.25 | |
| | | | | | | VENDOR TOTAL * | 356.25 | |
| 0006624 17133 | 00 | SCOTT ENTERPRISES INC PI0144 033662 | 00 | 10/26/2016 | 001-1209-421.20-60 | GENERAL | 2,515.00 | |
| | | | | | | VENDOR TOTAL * | 2,515.00 | |
| 0006203 161000439 161000439 161000439 161000439 | 00 | SCREENING ONE INC PI0133 032030 PI0134 032030 PI0135 032030 PI0136 032030 | 00 | 10/26/2016 10/26/2016 10/26/2016 10/26/2016 | 001-1002-415.20-99 001-1206-422.20-99 001-1209-421.20-99 001-2031-455.20-99 | BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER | 14.50 14.50 14.50 14.50 | |
| | | | | | | VENDOR TOTAL * | 58.00 | |
| 9999999 136914 | 00 | SPORTSMAN SHOOT SPORTSMN000030 | 00 | 10/26/2016 | 001-0000-202.04-00 | SPORTSMAN SHOOT/CF DEP | 200.00 | |
| | | | | | | VENDOR TOTAL * | 200.00 | |

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 |
|--------------------------|-----------------------|-----------------------------------|-----|-------------------|--------------------|--------------------------|-----------------|---------------------------------------|
| 0003375 | 00 | STATE OF NEBRASKA - CELLULAR | | | | | | |
| 1029426 | | PI0149 033777 | 00 | 10/26/2016 | 001-1004-424.30-79 | BLANKET PURCHASE ORDER | 588.49 | |
| 1029426 | | PI0137 032221 | 00 | 10/26/2016 | 001-1015-415.20-12 | BLANKET PURCHASE ORDER | 1,477.81 | |
| | | | | | | VENDOR TOTAL * | 2,066.30 | |
| 0005847 | 00 | STATE TREASURER | | | | | | |
| 2016 DOG TAGS | | 000031 | 00 | 10/26/2016 | 001-0000-208.03-00 | 2016 DOG TAGS | 1,093.50 | |
| | | | | | | VENDOR TOTAL * | 1,093.50 | |
| 9999999 | 00 | SULLIVAN, MISTY | | | | | | |
| 136915 SULLIVAN | | 000032 | 00 | 10/26/2016 | 001-0000-202.04-00 | MISTY SULLIVAN/CF MTG RM | 100.00 | |
| | | | | | | VENDOR TOTAL * | 100.00 | |
| 0006223 | 00 | T SQUARE SUPPLY LLC | | | | | | |
| 14484 | | PI0202 033595 | 00 | 10/26/2016 | 001-2027-452.30-56 | BLANKET PURCHASE ORDER | 131.00 | |
| 14521 | | PI0305 033595 | 00 | 10/26/2016 | 012-2025-431.30-44 | BLANKET PURCHASE ORDER | 18.99 | |
| | | | | | | VENDOR TOTAL * | 149.99 | |
| 0004668 | 00 | TALX UC EXPRESS | | | | | | |
| 2210739 | | PI0181 033749 | 00 | 10/26/2016 | 001-1015-415.10-25 | BLANKET PURCHASE ORDER | 337.50 | |
| | | | | | | VENDOR TOTAL * | 337.50 | |
| 0003598 | 00 | TIME WARNER CABLE | | | | | | |
| 0113917 | 1016 | PI0207 033735 | 00 | 10/26/2016 | 001-1011-419.20-12 | BLANKET PURCHASE ORDER | 111.20 | |
| | | | | | | VENDOR TOTAL * | 111.20 | |
| 9999999 | 00 | TIMM, KATLYNN | | | | | | |
| 136891 TIMM | | 000033 | 00 | 10/26/2016 | 001-0000-202.04-00 | KATLYNN TIMM/CA DEP | 200.00 | |
| | | | | | | VENDOR TOTAL * | 200.00 | |
| 0006063 | 00 | TITAN MACHINERY INC (VICTORS) | | | | | | |
| 8472134 GP | | PI0306 033597 | 00 | 10/26/2016 | 001-2027-452.30-56 | BLANKET PURCHASE ORDER | 360.46 | |
| | | | | | | VENDOR TOTAL * | 360.46 | |
| 9999999 | 00 | TOWNSEND, CHERYL | | | | | | |
| 136881 TOWNSEND | | 000034 | 00 | 10/26/2016 | 001-0000-202.04-00 | CHERYL TOWNSEND/BARNARD | 50.00 | |
| | | | | | | VENDOR TOTAL * | 50.00 | |
| 0004341 | 00 | ULTRAMAX | | | | | | |
| 160480 | | PI0141 033478 | 00 | 10/26/2016 | 001-1209-421.30-68 | GENERAL | 534.00 | |
| 160507 | | PI0142 033478 | 00 | 10/26/2016 | 001-1209-421.30-68 | GENERAL | 496.00 | |
| 160344 | | PI0195 033478 | 00 | 10/26/2016 | 001-1209-421.30-68 | GENERAL | 1,728.00 | |
| | | | | | | VENDOR TOTAL * | 2,758.00 | |
| 0004745 | 00 | UNIQUE MANAGEMENT SERVICES INC | | | | | | |
| 434676 | | PI0315 033851 | 00 | 10/26/2016 | 001-2031-455.20-99 | GENERAL | 116.35 | |
| | | | | | | VENDOR TOTAL * | 116.35 | |
| 0005809 | 00 | US BANK CORPORATE PAYMENT SYSTEMS | | | | | | |

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 |
|--------------------------|-----------------------|-----------------------------------|-----|-------------------|--------------------|---------------------------|-----------------|---------------------------------------|
| 0005809 | 00 | US BANK CORPORATE PAYMENT SYSTEMS | | | | | | |
| MEALS NEWTON | PI0150 | 033835 | 00 | 10/26/2016 | 001-1002-415.20-13 | BLANKET PURCHASE ORDER | 12.79 | |
| 60718503 | NEWTONPI0151 | 033835 | 00 | 10/26/2016 | 001-1002-415.20-13 | BLANKET PURCHASE ORDER | 215.71 | |
| | | | | | | VENDOR TOTAL * | 228.50 | |
| 0003337 | 00 | WASTE CONNECTIONS INC | | | | | | |
| 4654858 | 000834 | | 00 | 10/26/2016 | 001-1013-432.20-21 | SEPT 2016 | 66,614.54 | Solid Waste Hauling to Landfill |
| | | | | | | VENDOR TOTAL * | 66,614.54 | |
| 9999999 | 00 | WEEPEATS 4 WEEONES | | | | | | |
| 136873 | WEEPEATS000035 | | 00 | 10/26/2016 | 001-0000-202.04-00 | WEEPEATS/CA DEP | 100.00 | |
| | | | | | | VENDOR TOTAL * | 100.00 | |
| 0005116 | 00 | WIESE PLUMBING & EXCAVATING INC | | | | | | |
| 2009 | PI0131 | 032025 | 00 | 10/26/2016 | 001-2026-451.20-60 | BLANKET PURCHASE ORDER | 100.00 | |
| 2009 | PI0132 | 032025 | 00 | 10/26/2016 | 001-2026-451.30-49 | BLANKET PURCHASE ORDER | 57.90 | |
| | | | | | | VENDOR TOTAL * | 157.90 | |
| 0005518 | 00 | WINDSTREAM OF THE MIDWEST INC | | | | | | |
| 4027272630 | 0916PI0236 | 033904 | 00 | 10/26/2016 | 001-1015-415.20-12 | BLANKET PURCHASE ORDER | 15.94 | |
| | | | | | | VENDOR TOTAL * | 15.94 | |
| 9999999 | 00 | WINEY, REBECCA | | | | | | |
| 136916 | WINEY 000036 | | 00 | 10/26/2016 | 001-0000-202.04-00 | REBECCA WINEY/COMM RM DEP | 100.00 | |
| | | | | | | VENDOR TOTAL * | 100.00 | |
| 0003339 | 00 | WSI CORPORATION | | | | | | |
| INV00014826 | PI0307 | 033720 | 00 | 10/26/2016 | 029-2034-466.20-99 | GENERAL | 417.00 | |
| | | | | | | VENDOR TOTAL * | 417.00 | |
| 9999999 | 00 | WYMAN, DAKOTA | | | | | | |
| 136890 | WYMAN 000037 | | 00 | 10/26/2016 | 001-0000-202.04-00 | DAKOTA WYMAN//COMM RM DEP | 100.00 | |
| | | | | | | VENDOR TOTAL * | 100.00 | |
| 0006490 | 00 | YONG CONSTRUCTION | | | | | | |
| #2 SD-703-15 | PI0344 | 033692 | 00 | 10/26/2016 | 041-2098-431.20-29 | GENERAL | 56,004.00 | Sanitary Sewer District 703-15 |
| | | | | | | VENDOR TOTAL * | 56,004.00 | |
| 0002387 | 00 | ZOLL MEDICAL CORPORATION | | | | | | |
| 2432672 | PI0210 | 033780 | 00 | 10/26/2016 | 001-1206-422.30-33 | GENERAL | 1,984.50 | |
| 2433693 | PI0211 | 033780 | 00 | 10/26/2016 | 001-1206-422.30-33 | GENERAL | 168.75 | |
| | | | | | | VENDOR TOTAL * | 2,153.25 | |
| 0002910 | 00 | 5TH SEASON INC | | | | | | |
| 1609 17 | PI0225 | 033031 | 00 | 10/26/2016 | 001-2031-455.20-99 | GENERAL | 220.00 | |
| | | | | | | VENDOR TOTAL * | 220.00 | |
| | | 00 General Fund | | | | BANK TOTAL * | 696,188.95 | 27,658.19 |

PREPARED 10/20/2016,13:26:26
PROGRAM: GM339L
City of Fremont
General Fund

EXPENDITURE APPROVAL LIST
AS OF: 10/26/2016 PAYMENT DATE: 10/26/2016

BANK: 00

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

PROGRAM: GM339L

AS OF: 10/26/2016

PAYMENT DATE: 10/26/2016

City of Fremont

Special Revenue

BANK: 02

| 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 |
| 0006634 | 00 | HEARTLAND AREA ACCESSORIES INC | | | | | | |
| 2016-039 | | PI0289 033907 | 02 | 10/26/2016 | 011-2059-465.70-00 | BLANKET PURCHASE ORDER | 150,000.00 | LB840 Loan per Resolution 2016-039 |
| | | | | | | VENDOR TOTAL * | 150,000.00 | |
| | | | 02 | Special Revenue | | BANK TOTAL * | 150,000.00 | |

PROGRAM: GM339L

AS OF: 10/26/2016

PAYMENT DATE: 10/26/2016

City of Fremont

Keno Fund

BANK: 04

| VEND NO | SEQ# | VENDOR NAME | BNK | CHECK/DUE | ACCOUNT | ITEM | CHECK | EFT, EPAY OR |
|---------------|---------|--------------------------|-----|------------|--------------------|----------------------|-----------|------------------------|
| INVOICE | VOUCHER | P.O. | | DATE | NO | DESCRIPTION | AMOUNT | HAND- ISSUED |
| NO | NO | NO | | | | | | AMOUNT |
| 0003558 | 00 | NEBRASKA DEPT OF REVENUE | | | | | | |
| JUL-SEPT 2016 | PI0223 | 032096 | 04 | 10/26/2016 | 020-2066-490.60-11 | FIELD PURCHASE ORDER | 21,951.00 | KENO state lottery tax |
| | | | | | | VENDOR TOTAL * | 21,951.00 | |
| 0003400 | 00 | VILLAGE OF INGLEWOOD | | | | | | |
| SEPT 2016 | PI0222 | 032095 | 04 | 10/26/2016 | 020-2066-490.60-15 | FIELD PURCHASE ORDER | 1,832.15 | |
| | | | | | | VENDOR TOTAL * | 1,832.15 | |
| | | | 04 | | | Keno Fund | | |
| | | | | | | BANK TOTAL * | 23,783.15 | |

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 | | | | | | |
| 061716 | 101058 | PI0083 032013 | 08 | 10/26/2016 | 031-0782-465.20-99 | BLANKET PURCHASE ORDER | 175.00 | |
| 070116 | 101089 | PI0084 032013 | 08 | 10/26/2016 | 031-0782-465.20-99 | BLANKET PURCHASE ORDER | 7,000.00 | |
| 070216 | 101089 | PI0085 032013 | 08 | 10/26/2016 | 031-0782-465.20-99 | BLANKET PURCHASE ORDER | 1,466.00 | |
| 070516 | 101058 | PI0086 032013 | 08 | 10/26/2016 | 031-0782-465.20-99 | BLANKET PURCHASE ORDER | 740.00 | |
| 070516 | 101058 | PI0087 032013 | 08 | 10/26/2016 | 031-0782-465.20-99 | BLANKET PURCHASE ORDER | 10,776.40 | |
| 071916 | 101089 | PI0088 032013 | 08 | 10/26/2016 | 031-0782-465.20-99 | BLANKET PURCHASE ORDER | 8,590.00 | |
| 072116 | 101058 | PI0089 032013 | 08 | 10/26/2016 | 031-0782-465.20-99 | BLANKET PURCHASE ORDER | 3,210.00 | |
| 072916 | 101089 | PI0090 032013 | 08 | 10/26/2016 | 031-0782-465.20-99 | BLANKET PURCHASE ORDER | 1,100.00 | |
| 080316 | 101089 | PI0091 032013 | 08 | 10/26/2016 | 031-0782-465.20-99 | BLANKET PURCHASE ORDER | 750.00 | |
| 080516 | 101089 | PI0092 032013 | 08 | 10/26/2016 | 031-0782-465.20-99 | BLANKET PURCHASE ORDER | 1,345.00 | |
| 081516 | 101058 | PI0093 032013 | 08 | 10/26/2016 | 031-0782-465.20-99 | BLANKET PURCHASE ORDER | 685.34 | |
| 081516 | 101184 | PI0094 032013 | 08 | 10/26/2016 | 031-0782-465.20-99 | BLANKET PURCHASE ORDER | 5,845.90 | |
| 081516 | 101058 | PI0095 032013 | 08 | 10/26/2016 | 031-0782-465.20-99 | BLANKET PURCHASE ORDER | 685.34 | |
| 082216 | 101117 | PI0096 032013 | 08 | 10/26/2016 | 031-0782-465.20-99 | BLANKET PURCHASE ORDER | 1,957.00 | |
| 090116 | 101151 | PI0097 032013 | 08 | 10/26/2016 | 031-0782-465.20-99 | BLANKET PURCHASE ORDER | 8,606.00 | Reimburse NNED for contractor payments related to CDBG loans |
| | | | | | | VENDOR TOTAL * | 52,931.98 | |
| 0006625 | 00 | SHILOH CENTER | | | | | | |
| 137 | | PI0204 033694 | 08 | 10/26/2016 | 031-0782-465.70-00 | BLANKET PURCHASE ORDER | 820.00 | |
| | | | | | | VENDOR TOTAL * | 820.00 | |
| | | 08 CDBG Clearing | | | | BANK TOTAL * | 53,751.98 | |

PROGRAM: GM339L

AS OF: 10/26/2016

PAYMENT DATE: 10/26/2016

City of Fremont

E911

BANK: 09

| VEND NO INVOICE NO | SEQ# VOUCHER NO | VENDOR NAME P.O. NO | BNK NO | CHECK/DUE DATE | ACCOUNT NO | ITEM DESCRIPTION | CHECK AMOUNT | EFT, EPAY OR HAND-ISSUED AMOUNT |
|--------------------------|-----------------------|--|-----------|-------------------|--------------------|------------------------|-----------------|---------------------------------------|
| 0005545 19729 | 00 | PLATTE MECHANICAL INC PI0139 033415 | 09 | 10/26/2016 | 033-0789-421.20-60 | GENERAL | 220.00 | |
| VENDOR TOTAL * | | | | | | | 220.00 | |
| 0004196 10000068 | 00 | WESTEL SYSTEMS PI0308 033724 | 09 | 10/26/2016 | 033-0789-421.20-12 | BLANKET PURCHASE ORDER | 156.52 | |
| VENDOR TOTAL * | | | | | | | 156.52 | |
| | | | | 09 | E911 | BANK TOTAL * | 376.52 | |
| HAND ISSUED TOTAL *** | | | | | | | | 45.25- |
| EFT/EPAY TOTAL *** | | | | | | | | 27,703.44 |
| TOTAL EXPENDITURES **** | | | | | | | 924,100.60 | 27,658.19 |
| GRAND TOTAL ***** | | | | | | | | 951,758.79 |

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Dave Goedeken, Director of Public Works/City Engineer
DATE: October 20, 2016
SUBJECT: Final acceptance of construction, approve final payment and final change order

Recommendation: Move to approve Resolution.

Background: Yong Construction has completed the construction of the Sanitary Sewer Project in the alley between Main and Park Street, between 16th and 19th Street. Final cost of the project is \$73,742.00. The original contract amount for the project was \$68,582.00. The final change order adds an additional \$5,160.00 due to unforeseen site conditions and quantity changes.

Fiscal Impact: Final cost of the project is \$73,742.00. The original contract amount for the project was \$68,582.00. The final change order adds an additional \$5,160.00 due to unforeseen site conditions and quantity changes.

RESOLUTION NO. _____

A Resolution of the City Council of the City of Fremont, Nebraska, to approve final acceptance construction of Sanitary Sewer District 703-15, alley between Main and Park Street and 16th and 17th Street, and to authorize the Mayor so sign the final payment application and final change order.

NOW, THEREFORE BE IT RESOLVED: That the City of Fremont accepts final completion of the Sanitary Sewer District 703-15, alley between Main and Park Street and 16th and 17th Street and approves final Change Order and final application for payment in the amount of \$54,554.00.

PASSED AND APPROVED THIS ____ DAY OF _____, 2016

Scott Getzschman, Mayor

ATTEST:

Tyler Ficken
City Clerk

Final Change Order
 Sanitary Sewer District #:703-15
 17-Oct-16

Fremont Project # SD-703-15

Yong Construction

| Item No. | Description | Unit | Plan Quantity | Final Quantity | Change to Contract | Unit Price | Total |
|----------|---|------|---------------|----------------|--------------------|-------------|----------|
| 1 | Mobilization | LS | 1 | 1 | 0 \$ | 5,000.00 \$ | - |
| 2 | Barricading & Traffic Control | LS | 1 | 1 | 0 \$ | 1,000.00 \$ | - |
| 3 | Remove Pavement | SY | 187 | 196 | 9 \$ | 10.00 \$ | 90.00 |
| 4 | Remove Sidewalk | SF | 112 | 112 | 0 \$ | 1.00 \$ | - |
| 5 | Remove Existing 6" VCP Sewer | LF | 385 | 494 | 109 \$ | 10.00 \$ | 1,090.00 |
| 6 | Remove Existing Cleanout | EA | 2 | 3 | 1 \$ | 100.00 \$ | 100.00 |
| 7 | Plug Existing Sewer 6" Dia. | EA | 1 | 1 | 0 \$ | 200.00 \$ | - |
| 8 | Class B Gravel Bedding | LF | 461 | 509 | 48 \$ | 10.00 \$ | 480.00 |
| 9 | Build 8" C900 Sewer | LF | 30 | 30 | 0 \$ | 50.00 \$ | - |
| 10 | Build Standard Manhole | EA | 2 | 2 | 0 \$ | 2,000.00 \$ | - |
| 11 | Build 8" SDR 35 PVC Sewer | LF | 431 | 461 | 30 \$ | 50.00 \$ | 1,500.00 |
| 12 | Build WYE | EA | 20 | 18 | -2 \$ | 200.00 \$ | (400.00) |
| 13 | Connect to Existing Manhole | EA | 1 | 1 | 0 \$ | 500.00 \$ | - |
| 14 | Reconnect Existing Service | EA | 16 | 18 | 2 \$ | 200.00 \$ | 400.00 |
| 15 | Build 8" P.C. Concrete Pavement | SY | 37 | 37 | 0 \$ | 40.00 \$ | - |
| 16 | Build 7" P.C. Concrete Pavement With 2" Asphaly Overlay | SY | 81 | 100 | 19 \$ | 100.00 \$ | 1,900.00 |
| 17 | Build 7" P.C. Concrete Pavement | SY | 69 | 69 | 0 \$ | 50.00 \$ | - |
| 18 | Build 6" P.C. Concrete Sidewalk | SF | 112 | 112 | 0 \$ | 5.00 \$ | - |
| 19 | Crushed Rock Surfacing | TONS | 60 | 60 | 0 \$ | 40.00 \$ | - |
| 20 | Cleanup and Erosion Control | LS | 1 | 1 | 0 \$ | 1,000.00 \$ | - |

| | | |
|------------------------------------|----|-----------|
| Original Contract Price | \$ | 68,582.00 |
| Net Change From Final Change Order | \$ | 5,160.00 |
| Adjusted Contract Amount | \$ | 73,742.00 |

Approved By:

City of Fremont, Nebraska _____ Date _____

Yong Const by Scott A. [Signature] _____ 10-20-16
 Yong Construction _____ Date

PAY REQUEST NO. 2
 SANITARY SEWER DISTRICT NO. 703-15
 17-Oct-16

Fremont Project # SD-703-15

Yong Construction

| Item No. | Description | Unit | Plan Quantity | Pay Period Quantity | As Const Quantity | Unit Price | Total |
|----------|---|------|---------------|---------------------|-------------------|-------------|--------------|
| 1 | Mobilization | LS | 1 | 0 | 1 | \$ 5,000.00 | \$ 5,000.00 |
| 2 | Barricading & Traffic Control | LS | 1 | 1 | 1 | \$ 1,000.00 | \$ 1,000.00 |
| 3 | Remove Pavement | SY | 187 | 56 | 196 | \$ 10.00 | \$ 1,960.00 |
| 4 | Remove Sidewalk | SF | 112 | 58 | 112 | \$ 1.00 | \$ 112.00 |
| 5 | Remove Existing 6" VCP Sewer | LF | 385 | 95 | 494 | \$ 10.00 | \$ 4,940.00 |
| 6 | Remove Existing Cleanout | EA | 2 | 1 | 3 | \$ 100.00 | \$ 300.00 |
| 7 | Plug Existing Sewer 6" Dia. | EA | 1 | 1 | 1 | \$ 200.00 | \$ 200.00 |
| 8 | Class B Gravel Bedding | LF | 461 | 125 | 509 | \$ 10.00 | \$ 5,090.00 |
| 9 | Build 8" C900 Sewer | LF | 30 | 37 | 30 | \$ 50.00 | \$ 1,500.00 |
| 10 | Build Standard Manhole | EA | 2 | 0 | 2 | \$ 2,000.00 | \$ 4,000.00 |
| 11 | Build 8" SDR 35 PVC Sewer | LF | 431 | 90 | 461 | \$ 50.00 | \$ 23,050.00 |
| 12 | Build WYE | EA | 20 | 0 | 18 | \$ 200.00 | \$ 3,600.00 |
| 13 | Connect to Existing Manhole | EA | 1 | 1 | 1 | \$ 500.00 | \$ 500.00 |
| 14 | Reconnect Existing Service | EA | 16 | 0 | 18 | \$ 200.00 | \$ 3,600.00 |
| 15 | Build 8" P.C. Concrete Pavement | SY | 37 | 37 | 37 | \$ 40.00 | \$ 1,480.00 |
| 16 | Build 7" P.C. Concrete Pavement With 2" Asphaly Overlay | SY | 81 | 0 | 100 | \$ 100.00 | \$ 10,000.00 |
| 17 | Build 7" P.C. Concrete Pavement | SY | 69 | 19 | 69 | \$ 50.00 | \$ 3,450.00 |
| 18 | Build 6" P.C. Concrete Sidewalk | SF | 112 | 58 | 112 | \$ 5.00 | \$ 560.00 |
| 19 | Crushed Rock Surfacing | TONS | 60 | 0 | 60 | \$ 40.00 | \$ 2,400.00 |
| 20 | Cleanup and Erosion Control | LS | 1 | 0.4 | 1 | \$ 1,000.00 | \$ 1,000.00 |

| | |
|----------------------------|---------------------|
| Total Project Cost To Date | \$ 73,742.00 |
| Total Previous Payments | \$ (19,188.00) |
| Retainage | \$ - |
| Total Amount Due | \$ 54,554.00 |

Approved By:



David Goedeken, P.E.

10/20/16

Date

PO# 33692

YONG CONSTRUCTION

12 GINGER COVE ROAD

VALLEY, NEBRASKA 68064

(402) 312-3991

Dave Goedeken

Fremont Public works director

RE: Billing for Sanitary Sewer District No. 703-15

| | | | |
|-----|--------------------------------|-------|-----------|
| 1. | Mobilization | 1 | \$5,000. |
| 2. | Barricades and traffic control | 1 | \$1,000. |
| 3. | Remove Pavement | 196 | \$1,960. |
| 4. | Remove sidewalk | 112 | \$ 112 |
| 5. | Remove existing 6 " sewer | 494 | \$4,940. |
| 6. | Remove Existing cleanout | 3 | \$300. |
| 7. | Plug existing sewer 6" | 1 | \$200. |
| 8. | Class B gravel bedding | 509 | \$5,090 |
| 9. | Build C900 sewer | 30 | \$1,500. |
| 10. | Build standard Manhole | 2 ea | \$4,000. |
| 11. | Build 8" SDR 35 | 490 | \$24,500. |
| 12. | Build wye | 18 | \$,3600. |
| 13. | Connect to existing manhole | 1 ea | \$ 500. |
| 14. | Reconnect existing service | 18 ea | \$3,600. |

| | | | |
|-----|-----------------------------------|--------|-----------|
| 15. | Build 8" PC Concrete Pavement | 37 SY | \$1,480. |
| 16. | Build 7" Concrete with 2" asphalt | 100 SY | \$10,000. |
| 17. | Build 7" Concrete Pavement | 69 SY | \$3,450. |
| 18. | Build 6" PC Concrete sidewalk | 112sf | \$ 560. |
| 19. | Crushed rock Surfacing | 60 | \$2,400. |
| 20. | Cleanup and erosion control | 1 | \$1,000. |

| | |
|-----------------------------|-----------|
| Total due this pay estimate | \$75,192. |
| Less previous payment | \$19,188. |
| Balance Due | \$56,004. |

Thank you

Scott Wiekhorst
Scott Wiekhorst

Yong Const.

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Tyler Ficken, City Clerk

DATE: October 20, 2016

SUBJECT: Knight Event Dinner street closure request

Recommendation: Approve resolution

Background: Archbishop Bergan Catholic School has requested the use of the closure of Fourth Street from C Street to Union Street. be closed on Friday November 18, 2016 from 5:00 pm to midnight for the Knight Event Dinner.



October 6, 2016

Mayor Scott Getzschman
City of Fremont
400 East Military Street
Fremont, NE 68025

Dear Mayor Getzschman and Fremont City Council:

The annual Knight Event Dinner and Auction for the benefit of Archbishop Bergan Catholic School is once again being held in the Archbishop Bergan Catholic High School Gym.

We are asking for permission again to block off the one block section of Fourth Street from C Street to Union Street. We would use this street for a combination of angle and parallel parking. We would make sure that there is a lane down the center where emergency vehicles could have access if necessary. Otherwise, the street would be blocked with temporary barricades keeping normal traffic from using it.

We are asking this permission to be given to us for Friday November 18, 2016, beginning at 5 p.m. and continuing until Midnight.

Thank you for your consideration.

Sincerely,

Bonnie Nebuda, MOL
Director of Advancement



Early Childhood Education Center
450 E 4th St, Fremont, NE 68025
P: 402-721-9710 • F: 402-721-5366

Elementary Building
1515 N Johnson Rd, Fremont, NE 68025
P: 402-721-9766 • F: 402-721-1180

Middle/High School Building
545 E 4th St, Fremont, NE 68025
P: 402-721-9683 • F: 402-721-5366

Fr. Dave Belt, President • Dan Koenig, Principal • Chris Rainforth, Asst. Principal/Director of Activities

Advancement Office: 545 E 4th St, Rm 103 • Fremont, NE 68025 • 402-721-1846 • www.berganknights.org

RESOLUTION NO. 2016-

A Resolution of the City Council of the City of Fremont, Nebraska approving the request of Main Street Fremont to close the following streets for the Knight Event Dinner On Friday November 18, 2016 From 1700 to Midnight.

1. Fourth Street from C Street to Union Street

WHEREAS, Archbishop Bergan Catholic School has requested to close the above listed street for their Knight Event Dinner On Friday November 18, 2016 from 1700 to Midnight; and,

WHEREAS, the closing of these streets is necessary for the safe operation of this event; and,

NOW THEREFORE BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF FREMONT, NEBRASKA: to approve the closing of the above listed street(s) on Friday November 18, 2016 From 1700 to Midnight for the Knight Event Dinner.

PASSED AND APPROVED THIS _____ DAY OF _____, 2016.

SCOTT GETZSCHMAN, MAYOR
ATTEST:

) CITY SEAL

City Clerk

STAFF REPORT

TO: HONORALBE MAYOR AND CITY COUNCIL
FROM: Kim Koski, Director of Parks & Recreation
DATE: October 20, 2016
SUBJECT: Splash Station Mechanical/Pump Room Enclosure Bid Award

Recommendation: Approve awarding the bid to Magnum Builders.

Background: Splash Station mechanical/pump room is currently housed in chain link fence enclosure. This project will replace the chain link fence with 26 gauge metal wall panels. By enclosing the room, the pumps, filters, boiler, chemical feeders and mechanical equipment will be better protected by the harsh winter elements. Windows will be installed for natural light along with a walk out door to the deck and a garage door on the south side to easily get equipment in and out of the room.

Bid sheets were sent to Cleary Building Corporation, Daubert Construction and Magnum Builders.

Cleary Building Corporation - No Bid Received.

Daubert Construction - \$24,900.00

Magnum Builders - \$19,100.00

Fiscal Impact: \$50,000 was budgeted for this project.

Magnum Builders
 17207 Harney St
 Omaha, NE 68118



PROPOSAL

ADDRESS

Kim Koski
 City of Fremont
 Fremont Parks & Rec Dept.
 400 E. Military Avenue
 Fremont, NE 68025-5141

PROPOSAL # 1216

DATE 10/13/2016

EXPIRATION DATE 01/13/2017

| DESCRIPTION | QTY | RATE | AMOUNT |
|---|-----|-----------|-----------|
| Wall panels Frame in existing building walls with wood purlins and install 26 ga. metal wall panels. Includes new wall panels on gable ends and aluminum vented soffit under eaves. Wall panel color to be selected by owner. Building is 46x50. Cost includes (7) 4'x3' horizontal insulated slider windows, (1) 3'x7' FRP walk door with closer and (1) 7'2"x8' insulated white overhead door with opener and inside lock. Work to be performed to specifications listed. | 1 | 19,100.00 | 19,100.00 |
| Exclusion Excludes electrical or mechanical work if required. | 1 | 0.00 | 0.00 |
| Job Location Mechanical building at Splash Station | 1 | 0.00 | 0.00 |

All material is guaranteed to be as specified.
 All work to be completed in a workmanlike manner according to standard practices. Any changes or additions to the above specifications will be executed only by written change order and will incur additional cost. All agreements are contingent upon strikes, accidents or delays beyond our control.

TOTAL

\$19,100.00

Accepted By

Accepted Date

Phone: 402.727.8539
 Email: magnumbuilder@gmail.com
 Website: magnumbldrs.com

DAUBERT CONSTRUCTION COMPANY INC.

2180 West Military Ave. - Fremont, Nebraska 68025 - 402-721-8223

www.daubertconstruction.com

B u i l d i n g o n S u c c e s s S i n c e 1 9 5 1

PROPOSAL AGREEMENT

Date: **October 10, 2016**

Contractor: **Daubert Construction Company Inc.**
2180 W. Military Avenue
Fremont, NE 68025

Bid To: **City of Fremont**
400 E. Military Ave
Fremont NE 68025

Project: **Splash Station**
Proposal No.: **SS6730-9**

Contact: **Kim Koski**
Cell: **402-727-2630**
Email: Kim.Koski@fremontne.gov

SCOPE OF WORK

Contractor shall perform and complete all work in accordance with the specifications as indicated in this proposal and as generally described below. Contractor shall provide all labor, material, equipment, tools, transportation, and supervision to sheet existing 46'X50' Maintenance Building at Fremont Splash Station to include Chief 26 gauge Metal Wall sheets, Frame outs of (7)4030 Horizontal Insulated Slide Window by Chief (1)3070 FRP Walkdoor with closer installed, (1)7'2"X8'0" 3150 insulated standard white inside lock Overhead door with Light Duty Liftmaster opener installed(no electrical wiring included), and app. 100ft. soffit.

Exclusions: Removal of existing siding.

PROJECT COST

We Propose hereby to submit this proposal complete in accordance with above specifications, for the sum of:

TWENTY- FOUR THOUSAND NINE HUNDRED DOLLARS NO/100
(\$24,900.00)

Payment Terms: Payments shall be made to the Contractor as follows, 50% upon signing proposal, and 50% due upon completion of work and within 10 days of receipt. Failure of the Owner to make the payments as and when herein provided, shall in addition to all other rights, entitle the Contractor to late fees and service charges.

Acceptance: By signing below the Contractor and Owner, agree that competent personnel, using good efforts, judgments, and skills to complete the work in a timely and proficient manner according to the proposal specifications. Contractor is hereby authorized to do the work as outlined and specified, the Owner has read this proposal and hereby accepts the above specifications, prices, and payment terms. We may withdraw this proposal if not accepted within 10 days.

Approved by: _____
Risa Daubert
Daubert Construction Company Inc.

Accepted by: _____
Date: _____

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Chief of Police Jeff Elliott

DATE: October 18, 2016

SUBJECT: Retirement of Police K-9 Officer Floyd

| |
|---|
| Recommendation: Allow the retirement of the Police K-9 to his current handler Chris Achey |
|---|

Background: The Fremont Police Department currently utilizes a police K-9 (Officer Floyd). The K-9 was donated to the Fremont Police Department (at no expense) in 2012 by the Valley Police Department because of their K-9 handler leaving the department. Since that time, the K-9 (Floyd) has been working the streets with Fremont Police Officer Chris Achey. They have worked hundreds of cases together and been successful in detecting innumerable drug stashes.

However, K-9 Floyd is now eleven (11) years old and has begun to show signs that he is no longer capable of working as he has in the past. His handler, Officer Chris Achey has requested that he be allowed to resign from the K-9 program and to have K-9 Floyd retired to his custody.

K-9 Floyd and Officer Achey have served our community well and at very little cost and I am asking permission to leave the K-9 Floyd with Officer Achey to live out his remaining years.

Fiscal Impact: None

RESOLUTION NO. 2016-

A Resolution of the City Council of the City of Fremont, Nebraska to allow Fremont Police K-9 Officer Floyd to be retired in the custody of his current handler Fremont Police Officer Chris Achey.

WHEREAS, Fremont Police K-9 Floyd was donated to the Fremont Police Department by the Valley Police Department at no expense and therefore has no financial value to the City; and

WHEREAS, Fremont Police K-9 Floyd has served the community well but has reached an age that he is no longer able to continue his service; and,

WHEREAS, Fremont Police K-9 Floyd has been with his current handler for the last four years; and,

WHEREAS, Fremont Police K-9 Floyd's handler Fremont Police Officer Chris Achey has expressed a desire to have Floyd retired to his custody.

NOW THEREFORE BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF FREMONT, NEBRASKA that Fremont Police K-9 Floyd is retired to the custody of Fremont Police Officer Chris Achey for the remainder of his life.

PASSED AND APPROVED THIS _____ DAY OF _____, 2016.

SCOTT GETZSCHMAN, MAYOR

ATTEST:

) CITY SEAL

Tyler Ficken
City Clerk

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Police Chief Jeff Elliott

DATE: 10-20-2016

SUBJECT: State of Nebraska Office of Highway Safety In Car Camera Grant

Recommendation: .Allow the police department to apply for the grant

Background: Police departments are increasingly under scrutiny as they perform their duties. Video of officers performing their jobs is now expected not only for the successful prosecution of some crimes, but also for protecting the city from claims of police abuse and for the successful investigation of citizen complaints.

The Fremont Police currently have video cameras in most police vehicles. However, several of the current models are very old and do not operate well.

The State of Nebraska Office of Highway Safety In Car Camera Grant would allow the police department to replace two of the older video units with two of the newer units.

This grant would pay for up to \$3500 of the cost of each of the cameras and the remainder would be paid for with money budgeted by the police department.

Fiscal Impact: \$3040.00 out of the police budget.

For City Clerk use:

_____ 1st

_____ 2nd

_____ ayes _____ nays

10A1

Nebraska Department of Roads Highway Safety Office (NDOR-HSO)

IN-CAR CAMERA SYSTEM

MINI-GRANT CONTRACT APPLICATION AND AWARD

MUST BE APPROVED BY NDOR-HSO PRIOR TO PURCHASE

| | |
|---|-------------------------------------|
| Please Type | DATE: <u>October 19, 2016</u> |
| APPLICANT : <u>Fremont Police Dept.</u> | |
| ADDRESS : <u>725 N. Park Ave.</u> | |
| CITY, STATE, ZIP : <u>Fremont, Nebraska 68025</u> | |
| TELEPHONE NO. : <u>402-727-2687</u> | FEDERAL I.D. NO.: <u>47-6006192</u> |
| EMAIL ADDRESS : <u>jeff.elliott@fremontne.gov</u> | |

PROJECT DESCRIPTION: The purpose of this Mini-Grant Contract is to provide funding assistance to law enforcement agencies to acquire digital in-car camera system(s). The NDOR-HSO will provide funding assistance for a maximum of two (2) in-car cameras at either 75% of the cost of the unit, or \$3,500.00 per unit, whichever cost is lower.

The applicant must submit the following supporting documentation with this application:

- 1) make, model, manufacturer and itemized cost summary of the equipment to be purchased; and,
- 2) a copy of your agency's current seat belt policy and drug-free workplace policy.

Upon receipt of the equipment the agency agrees to provide annual reports of the activity generated (i.e. number of recorded traffic stops) to the NDOR-HSO for three (3) years.

BUDGET:

| | |
|---|-------------------|
| 1) Number of In-Car Camera System(s) | <u>2</u> |
| 2) Total Cost per Unit | <u>\$ 5020.00</u> |
| 3) Cost to Law Enforcement Agency | <u>\$ 3040.00</u> |
| 4) Cost to NDOR - Highway Safety Office | <u>\$ 7000.00</u> |

The applicant will be responsible for the bid process, selection, acquisition, initial payment, installation, maintenance and provide operator training for personnel utilizing the in-car camera system.

Within sixty (60) days from the date of this award the reimbursement request must be submitted to NDOR-HSO. **After sixty (60) days, reimbursements will not be honored.**

This Mini-Grant Contract is financed on a reimbursement basis. The applicant must 1) receive approval of the Mini-Grant Contract from the NDOR-HSO prior to purchase; 2) incur the expenses (pay the bills); 3) request reimbursement for the amount awarded on a "Mini-Grant Contract Claim for Reimbursement (CR); and 4) complete the CR and attach the required supporting documentation as prescribed below.

- a) Itemize each expenditure on the Claim for Reimbursement located on the NDOR-HSO website at: www.transportation.nebraska.gov/nohs/contract.html
- b) Attach a copy of the invoice(s) from the vendor with the itemized costs of the equipment.
- c) Attach a copy of the check(s) paid by the applicant to the vendor for the equipment.
- d) Provide the serial numbers for the equipment.

Acceptance of Conditions: The Mini-Grant Contract Award recipient agrees to comply with all applicable federal and state laws, rules and regulations, and certification and assurances located in Attachment A of the Grant Contract Proposal Guide and Policies and Procedures. The Guide can be found on the NDOR-HSO website at www.transportation.nebraska.gov/nohs/contract.html. Failure to comply with these conditions may result in termination of this Grant Contract Award. All Awards are subject to availability of Federal Funding.

| | | |
|-----------------------------------|------|--|
| Authorized Signature of Applicant | Date | <u>Scott Getzschman - Mayor</u> |
| | | Print or Type Name and Title |
| NDOR - Highway Safety Office | Date | <u>Fred E Zwonechek, Administrator</u> |
| | | Print or Type Name and Title |

Return completed form to: NDOR - Highway Safety Office Phone (402) 471-2515
P.O. Box 94612 FAX (402) 471-3865
Lincoln, Nebraska 68509-4612

| | |
|--|--|
| TO BE COMPLETED BY NDOR-HSO | |
| Project No.: | SB: <input type="checkbox"/> DF: <input type="checkbox"/> RA: <input type="checkbox"/> Contract Approval Date: |
| The Catalog of Federal Domestic Assistance (CFDA) number assigned to this Mini-Grant Contract is <u>20.616</u> . | |

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: David Goedecken, Public Works Director

DATE: October 21, 2016

SUBJECT: Accept quote from Gee Asphalt System, Inc. for the Terminal Apron Seal Coat Project.

| |
|------------------------------------|
| Recommendation: Approve Resolution |
|------------------------------------|

Background: Solicitations for quotes were sent to seven contractors for this work. A quote was received from one contractor in the amount of \$24,455.00. The project will consist of applying an asphaltic seal coat to the Apron area of the Fremont airport. A similar seal coat was applied in 2012, however the surface has degraded due to age and is in need of reapplication.

RESOLUTION NO. _____

A Resolution of the City Council of the City of Fremont, Nebraska accepting and awarding the bid Gee Asphalt Systems, Inc. for the application of asphalt seal coat on the terminal apron at the Fremont Airport in the amount of \$24,455.00

WHEREAS, Written quotes were received from contractors for the Apron Seal Coat Project at the Fremont Airport.

WHEREAS, The Public Works Director, has reviewed the quotes received and recommends that the project be awarded to Gee Asphalt Systems, Inc. in the amount of \$24,455.00.

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council accept the recommendation of the Public Works Director and approve the award for construction Apron Seal Coat Project in the amount of \$24,455.00.

PASSED AND APPROVED THIS _____ DAY OF _____, 2016

SCOTT GETZSCHMAN, MAYOR

ATTEST:

TYLER FICKEN
CITY CLERK

SUMMARY OF BIDS

APRON FOG SEAL FREMONT MUNICIPAL AIRPORT FREMONT, NE

BID DATE: October 20, 2016

TIME: 2:00 p.m.

| BIDDER | BID |
|---|-----------|
| Gee Asphalt Systems, Inc. 4715 Sixth Street SW Cedar Rapids, IA 52404 | 24,455.00 |
| Omni Engineering 14012 Giles Road Omaha, NE 68138 | No Bid |
| American Asphalt, Inc. Omaha, NE | No Bid |
| Layman Paving, Inc. Omaha, NE | No Bid |
| Midwest Coatings Company, Inc. Missouri Valley, IA | No Bid |
| Parking Area Maintenance, Inc. Omaha, NE | No Bid |
| Western Engineering Company, Inc. Council Bluffs, IA | No Bid |

REQUEST FOR BIDS

The City of Fremont is requesting proposals for Apron Fog Seal Coating at the Fremont Municipal Airport. This project is tax exempt. Submit proposals to David Goedeken, City Engineer, 3rd Floor Municipal Building, 400 East Military Avenue, Fremont, Nebraska 68025. Proposals by fax to (402) 727-2659, or email to dave.goedeken@fremontne.gov will be accepted. Bid bonds are not required. A two year written guarantee will be required.

Due: October 20, 2016 at 2:00 p.m.
To the City Engineer, City of Fremont

We, Gee Asphalt Systems, INC (Contractor) the undersigned, having examined the specifications and the location and character of the work to be done, hereby agree to furnish all tools, labor and materials as follows:

| NO. | ITEM | QTY. | UNITS | UNIT PRICE | TOTAL PRICE |
|---|--|--------|--------|------------|-----------------------------|
| 1 | Mobilization | 1 | LS | | \$1,450 ⁻ |
| 2 | Joint sealing in conformance with 2007 NDOR Std. Specification, Section 513 "Crack Sealing Bituminous Surfacing" | 3,800 | L. FT. | .99 | \$3,762 ⁻ \$0.00 |
| 3 | Apron Fog Seal in conformance with 2007 NDOR Std. Specification, Section 513 "Fog Seal" using Gilsonte Sealer Binder GSB-78/88 per manufacturer's specifications application rate of 0.14 gallons per square yard, or approved equal | 10,750 | SY | 1.79 | \$19,243 ⁻ |
| * GSB to be applied over existing markings. | | | | | |
| TOTAL BID | | | | | \$24,455⁻ |

We agree to commence work as soon as practical after the Notice to Proceed and complete the work within fifteen (15) calendar days. *Subject to weather.*

Gee Asphalt Systems

CONTRACTOR

4715 6th Street SW

ADDRESS

Cedar Rapids, IA 52404

CITY, STATE ZIP

Jon Klein

SIGNATURE

Jon Klein
Gee Asphalt Systems

NAME (Please Print)

319-366-8567

TELEPHONE NUMBER

319-366-5592

FAX NUMBER

JKLEIN@GEEASPHALT.COM

EMAIL ADDRESS

10-17-16

DATE

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: TYLER FICKEN, CITY CLERK

DATE: October 20, 2016

SUBJECT: CEMENT/ASPHALT/EXCAVATION APPLICATION

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

Business

The Garage Company

Applicant

Brian Timmons

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

#

CITY OF
FREMONT
NEBRASKA PATHFINDERS

LICENSE APPLICATION

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

TO THE FREMONT MAYOR AND COUNCIL:

The undersigned does hereby make application for license as Concrete Worker

License should be issued to The Garage Company

License shall be used by applicant as the sole owner of business, which will be conducted under the name of

Brian Timmons at The Garage Company 8301 Q St Omaha, NE 68127

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

Applicant telephone number at place of business or where can be reached 402-934-9206

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

I have had 16 years of practical experience in this type of work at the following places (Cover the last five years)

Fremont, NE Omaha, NE Lincoln, NE Council Bluffs, IA

I have the following technical education: Licensed Contractor And International Code Council Certified

I give you the following references: City of Omaha, City of Lincoln

City of Council Bluffs, IA City of Bellevue NE

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

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

Dated 10-20-16

Brian Timmons
Signature

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Police Chief Jeff Elliott

DATE: 10-21-2016

SUBJECT: Equitable Sharing Agreement and Certification

Recommendation: Allow the Mayor and Chief of Police to sign the Equitable Sharing Agreement and Certification

Background: The III Corp Drug Task Force on occasion will seize funds used in the trafficking of drugs.

The seizure of these funds must be reported to the federal government and equitably divided between local and federal agencies.

The Equitable Sharing Agreement and Certification is a form showing what funds the III Corp Drug Task Force has received as well as expenditures during 2016 fiscal year.

This form must be signed by the Mayor and Chief of Police to maintain our participation in the equitable sharing program. III Corp must participate in this program in order to receive seizure funds from drug investigations.

Recently, grants that the III Corp Drug Task Force had been receiving from the federal government have dried up. This leaves funding of III Corp to each of the local jurisdictions that participate. The funds from the Equitable Sharing Agreement go toward the operation of the III Corp Drug Task Force.

Fiscal Impact: Up to \$129,364.00 depending on seizures

For City Clerk use:

_____ 1st
_____ 2nd
_____ ayes _____ nays



Equitable Sharing Agreement and Certification



NCIC/ORI/Tracking Number: NB0270100
Agency Name: Fremont Police Department
Mailing Address: 725 North Park Avenue
 Fremont NE 68025

Type: Police Department

Finance Contact

Name: Sanders, Jody
Phone: 4027272627
Email: jody.sanders@fremontne.gov

ESAC Preparer

Name: Luttig, Laura
Phone: 402-727-2685
Email: laura.luttig@fremontne.gov

Last FY End Date: 9/30/2016

Agency Current FY Budget: \$5,305,226.00

Annual Certification Report

| Summary of Equitable Sharing Activity | | Justice Funds ¹ | Treasury Funds ² |
|---------------------------------------|---|----------------------------|-----------------------------|
| 1 | Beginning Equitable Sharing Fund Balance <small>(Must match Ending Balance from prior FY)</small> | \$9,224.71 | \$27,752.50 |
| 2 | Equitable Sharing Funds Received | \$22,957.54 | \$0.00 |
| 3 | Equitable Sharing Funds Received from Other Law Enforcement Agencies and Task Force <small>(Complete Table B)</small> | \$0.00 | \$0.00 |
| 4 | Other Income | \$0.00 | \$0.00 |
| 5 | Interest Income | \$0.00 | \$0.00 |
| 6 | Total Equitable Sharing Funds Received <small>(total of lines 1-5)</small> | \$32,182.25 | \$27,752.50 |
| 7 | Equitable Sharing Funds Spent <small>(total of lines a - n below)</small> | \$9,552.35 | \$23,561.60 |
| 8 | Ending Equitable Sharing Funds Balance <small>(difference between line 7 and line 6)</small> | \$22,629.90 | \$4,190.90 |

¹Department of Justice Asset Forfeiture Program participants are: FBI, DEA, ATF, USPIS, USDA, DCSIS, DSS and FDA

²Department of the Treasury Asset Forfeiture Program participants are: IRS, ICE, CBP and USSS.

| Summary of Shared Funds Spent | | Justice Funds | Treasury Funds |
|-------------------------------|---|-------------------|--------------------|
| a | Law enforcement operations and investigations | \$2,215.83 | \$13,873.60 |
| b | Training and education | \$0.00 | \$0.00 |
| c | Law enforcement, public safety and detention facilities | \$0.00 | \$0.00 |
| d | Law enforcement equipment | \$0.00 | \$0.00 |
| e | Joint law enforcement/public safety operations | \$0.00 | \$0.00 |
| f | Contracting for services | \$0.00 | \$0.00 |
| g | Law enforcement travel and per diem | \$0.00 | \$0.00 |
| h | Law enforcement awards and memorials | \$0.00 | \$0.00 |
| i | Drug, gang and other education or awareness programs | \$0.00 | \$0.00 |
| j | Matching grants <small>(Complete Table C)</small> | \$0.00 | \$0.00 |
| k | Transfers to other participating law enforcement agencies <small>(Complete Table D)</small> | \$0.00 | \$0.00 |
| l | Support of community-based programs <small>(Complete Table E)</small> | \$0.00 | \$0.00 |
| m | Non-categorized expenditures <small>(Complete Table F)</small> | \$0.00 | \$0.00 |
| n | Salaries <small>(Complete Table G)</small> | \$7,336.52 | \$9,688.00 |
| Total | | \$9,552.35 | \$23,561.60 |

Table B: Equitable Sharing Funds Received From Other Agencies

| Transferring Agency Name | Justice Funds | Treasury Funds |
|--------------------------|---------------|----------------|
| | | |

Table C: Matching Grants

| Matching Grant Name | Justice Funds | Treasury Funds |
|---------------------|---------------|----------------|
| | | |

Table D: Transfers to Other Participating Law Enforcement Agencies

| Receiving Agency Name | Justice Funds | Treasury Funds |
|-----------------------|---------------|----------------|
| | | |

Table E: Support of Community-based Programs

| Recipient | Justice Funds | |
|-----------|---------------|--|
| | | |

Table F: Non-categorized expenditures in (a) - (n) Above

| Description | Justice Funds | Treasury Funds |
|-------------|---------------|----------------|
| | | |

Table G: Salaries

| Salary Type | Justice Funds | Treasury Funds |
|-------------------|---------------|----------------|
| Salary - Overtime | \$7,336.52 | \$9,688.00 |

Paperwork Reduction Act Notice

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a valid OMB control number. We try to create accurate and easily understood forms that impose the least possible burden on you to complete. The estimated average time to complete this form is 30 minutes. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, please write to the Asset Forfeiture and Money Laundering Section: 1400 New York Avenue, N.W., Washington, DC 20005.

Did your agency purchase any controlled equipment? YES NO

Affidavit

Under penalty of perjury, the undersigned officials certify that **they have read and understand their obligations under the Equitable Sharing Agreement** and that the information submitted in conjunction with this Document is an accurate accounting of funds received and spent by the Agency under the Guide during the reporting period and that the recipient Agency is compliant with the National Code of Professional Conduct for Asset Forfeiture.

The undersigned certify that the recipient Agency is compliant with the applicable nondiscrimination requirements of the following laws and their implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity. The Agency agrees that it will comply with all federal statutes and regulations permitting federal investigators access to records and any other sources of information as may be necessary to determine compliance with civil rights and other applicable statutes and regulations.

During the past fiscal year: (1) has any court or administrative agency issued any finding, judgment, or determination that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above; or (2) has the Agency entered into any settlement agreement with respect to any complaint filed with a court or administrative agency alleging that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above?

Yes No

Agency Head

Name: Elliott, Jeff
Title: Chief of Police
Email: jeff.elliott@fremontne.gov

Governing Body Head

Name: Getzschman, Scott
Title: Mayor
Email: scott.getzschman@fremontne.gov

To the best of my knowledge and belief, the information provided on this form is true and accurate and has been duly reviewed and authorized by the Law Enforcement Agency Head and the Governing Body Head whose names appear above. Their typed names indicate their acceptance of and their agreement to abide by the policies and procedures set forth in the Guide to Equitable Sharing for State and Local Law Enforcement Agencies, this Equitable Sharing Agreement, and any policies or procedures issued by the Department of Justice or the Department of the Treasury related to the Asset Forfeiture or Equitable Sharing Programs.

I certify that I am authorized to submit this form on behalf of the Agency Head and the Governing Body Head.

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Brian Newton, Interim City Administrator

DATE: September 27, 2016

SUBJECT: Purchasing Policy Ordinance

| |
|---|
| Recommendation: Move to introduce the ordinance adopting the purchasing policy for City/DU employees. |
|---|

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

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

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

DATE: October 20, 2016

SUBJECT: Fremont Municipal Code Revision

RECOMMENDATION: 1. Hold second reading.

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. Any of various ANIMALS domesticated by people so as to live and breed in a tame condition and shall include, but not be limited to cats or dogs.

DOMESTICATED. Shall mean a tame ANIMAL that is subject to the dominion and control of an OWNER and accustomed to living in or near habitation without requiring extraordinary restraint or unreasonably disturbing such human habitation.

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 that appears to be living as a wild ANIMAL or is not a domesticated ANIMAL.

FERAL CAT COLONY: Any number of unowned, free-roaming cats that frequent an area seeking food or shelter.

FERAL CAT COLONY CARETAKER: A person who provides care for, but does not own, cats who are part of a FERAL CAT COLONY and holds a FERAL CAT COLONY CARETAKER permit from the ANIMAL CONTROL AUTHORITY.

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, possessing, harboring, or knowingly permitting one or more ANIMALS to remain on or about any premises owned or occupied by such person, excluding a FERAL CAT COLONY CARETAKER. 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. In the event that the owner or keeper of any ANIMAL is a minor, the parent or guardian of such minor shall be responsible to ensure that all provisions of these ordinances are complied with.

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 four 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 NUMBER RESTRICTED

(A) It shall be unlawful to own, keep or harbor at any time more than three dogs and/or five cats over the age of four months per residential or dwelling unit in the city; provided, however, this section shall not apply to kennels and catteries, or holders of pet ANIMAL AVOCATION PERMIT.

(B) The number of ANIMALS authorized in §6-103.01 shall not be in addition to the total number of ANIMALS specified under this section.

§6-103.01 PET ANIMAL AVOCATION PERMIT

(A) *Permit required.* A permit is required for any person who shall own, keep, harbor or maintain four or more dogs but no more than five dogs total and/or six or more cats but no more than eight total dogs and cats four months of age or older on the lot on which he or she resides or on a contiguous lot, which lot or lots are not zoned for business.

(B) *Application for permit; issuance; fee.* Any person desiring a pet ANIMAL AVOCATION PERMIT shall file an application with the CITY or ANIMAL CONTROL AUTHORITY for issuance of the permit. The CITY or ANIMAL CONTROL AUTHORITY shall inspect for and consider the applicant's compliance with this chapter in determining whether to issue the permit. An initial inspection fee as prescribed by City Fee Schedule shall be paid at the time of application. In addition, a permit fee as prescribed by City Fee Schedule shall be paid by the applicant annually on the anniversary of the issuance date of the permit. The initial inspection fee required under this subparagraph (2) is waived for ANIMAL rescues, provided such are otherwise in compliance with this chapter.

(C) *License required.* All ANIMALS owned, kept, possessed or harbored under a pet ANIMAL AVOCATION PERMIT must be licensed as required by §6-103, except as provided

in §6-102. Proof of individual license on each pet ANIMAL must be provided at the time of inspection.

(D) *Duration; renewal of permit; revocation.* Such permit shall allow the applicant to pursue the avocation for a period of one year unless said permit is revoked. Being found guilty, in a court of law, of any violation of this chapter, may constitute sufficient cause for revocation of such permit. Failure to permit inspection pursuant to subsection (6) of this section shall be grounds for immediate revocation of this permit. Such permit shall be renewed annually.

(E) *Maintenance and inspection of premises and ANIMALS.* A vocational premises shall be maintained in a clean and safe condition at all times. Sanitary methods shall be used to prevent or abate any offensive odors. The CITY or ANIMAL CONTROL AUTHORITY shall have the right to inspect such premises and the ANIMALS therein at reasonable hours to ascertain that the premises are kept in the aforementioned conditions and meet the following operational standards and such other standards as promulgated by the CITY.

(1) Each ANIMAL shall at suitable intervals and at least once every 24 hours, receive a quantity of wholesome foodstuff suitable for the species' physical condition and age, sufficient to maintain an adequate level of nutrition for the ANIMAL;

(2) Each ANIMAL shall have available at all times an adequate supply of clean, fresh, potable water. If water pans or dishes are used, such pans or dishes shall have weighted bottoms or be mounted or secured in a manner that prevents tipping;

(3) Indoor housing shall provide for adequate ventilation, lighting, temperature control, and construction so as to provide for the safety and comfort of the ANIMALS;

(4) Each ANIMAL shall receive care and medical treatment for debilitating injuries, parasites, and disease, sufficient to maintain the ANIMAL in good health and to minimize suffering;

(5) ANIMALS maintained pursuant to a vocational permit shall be predominantly maintained indoors. Premises where a vocational permit includes dogs shall provide a fenced enclosure sufficient to contain any dogs while outside.

(6) All areas of the premises inspected for a vocational permit shall be made open and available for inspection by the authority.

(F) *Non-commercial catteries.* Any person possessing a valid non-commercial cattery permit at the time of enactment of this section, without lapse in such cattery permit, must reduce the total number of cats owned, kept, possessed or harbored on or before December 31, 2017 so as to meet the eight ANIMAL limit.

§6-103.02 FERAL CAT COLONY CARETAKER PERMIT

(A) *Purpose of Permit.* The purpose of providing for the permitting of FERAL CAT COLONY CARETAKERS is to decrease the number of FERAL CATS and FERAL CAT COLONIES through the humane methods of trap, neuter and release (TNR), attrition, and relocation.

(B) *Permit required.* A permit is required for any person who cares for, but does not own FERAL CATS that are part of a FERAL CAT COLONY.

(C) *Application for permit; issuance; fee:* Any person over the age of 18 desiring a FERAL CAT COLONY CARETAKER permit shall file an application with the CITY or ANIMAL CONTROL AUTHORITY for issuance of the permit. The CITY or ANIMAL CONTROL AUTHORITY shall inspect for and consider the applicant's compliance with this chapter in determining whether to issue the permit. Conviction of a violation of this Chapter within the past ten years shall be grounds for denial of a permit. The applicant must present (a) a detailed description of each FERAL CAT in the COLONY; (b) proof that such FERAL CATS in the COLONY have been sterilized, ear-tipped, and vaccinated against rabies, or are being actively trapped to perform sterilization, ear-tipping and vaccination; (c) the address of the private property at which the COLONY is maintained; (d) written proof of permission from the private property owner to maintain the COLONY at such address; (e) contact information for the applicant; and (f) such other information as may be required by the ANIMAL CONTROL AUTHORITY. An initial inspection fee as prescribed by City Fee Schedule shall be paid at the time of the application. In addition, a permit fee as prescribed by the City Fee Schedule shall be paid by the applicant biennially on the anniversary of the issuance date of the permit. The Initial inspection fee required under this subparagraph (C) is waived for animal rescues provided such are otherwise in compliance with this chapter. The CITY or ANIMAL CONTROL AUTHORITY shall have the right to inspect the address of the private property at which the COLONY is maintained at reasonable hours from time to time to ascertain that the premises are suitable for FERAL CAT COLONY CARETAKING. No FERAL CAT COLONY CARETAKER permit shall be issued for an address located on public property.

(D) *Duration; renewal of permit; revocation.* Such FERAL CAT COLONY CARETAKER permit shall allow the applicant to maintain the FERAL CAT COLONY for a period of up to two years unless said permit is revoked. Such permit shall be renewed biennially. The following shall constitute cause for revocation of such permit: (a) conviction, in a court of law, of any violation of this chapter, (b) failure to permit biennial or other inspections of the address at which the FERAL CAT COLONY is maintained, (c) inability of the caretaker to provide care for the FERAL CAT COLONY, (d) failure of the caretaker to actively work toward decreasing the number of FERAL CATS within the COLONY through the humane method of trap, neuter and release (TNR), the continual presence of kittens in the FERAL CAT COLONY and/or failure to sterilize and relocate adult cats who become members of the COLONY, or (e) failure of the caretaker to actively work toward the relocation of the FERAL CAT COLONY. Within 60 days of revocation, the holder of the revoked caretaker permit must relocate the FERAL CATS within the COLONY to the care of one or more other FERAL CAT COLONY CARETAKER permit holders.

(E) *Reclamation from ANIMAL CONTROL AUTHORITY.* The holder of FERAL CAT COLONY CARETAKER permit may reclaim from the ANIMAL CONTROL AUTHORITY a FERAL CAT, belonging to the COLONY for which the permit is issued and which has been described on the permit application, without proof of ownership. The fees specified in City Fee Schedule for redemption, impoundment, board fees and other service/medical fees shall not be required for the return of FERAL CATS from a registered COLONY.

(F) *COLONY size.* The holder of a FERAL CAT COLONY CARETAKER permit may maintain a FERAL CAT COLONY of:

(a) no more than 20 adult FERAL CATS at an address in areas zoned residential, provided, that if such COLONY is composed of more than ten adult FERAL CATS, the permit holder must reduce the number of such cats to ten prior to renewal of the permit; or

(b) no more than 30 adult FERAL CATS at an address in areas zoned commercial, provided, that if such COLONY is composed of more than 15 adult FERAL CATS, the permit holder must reduce the number of such cats to 15 prior to renewal of the permit.

§6-104 AREA WIDE QUARANTINE – IMPOSITION: VACCINATION REQUIRED.

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 announcing the presence of rabies and ordering and requiring all persons owning, possessing, harboring or having the care or control of any ANIMAL to be vaccinated by this chapter within the city to have said ANIMAL required to be vaccinated with anti-rabies vaccine, save those individually excepted by the city physician. It shall be the duty of each and every POLICE OFFICER and ANIMAL CONTROL OFFICER in the city to notify the authority of any such ANIMAL found running at large within the city.

§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 DANGEROUS 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 INTERFERENCE 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 causing bruising, a break in the skin or any other injury 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, 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. 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.

§6-215. 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.

§6-216 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.

§6-217 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.

§6-218 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 fourteen (14) 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 ORDINANCE

Recommendation: Hold second reading of Ordinance

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 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, 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 95together withSouth 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; 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. Block 205, excepting Lots 1 and 2 together with the adjoining North Half of the vacated East-West alley and together

with the adjoining East Half of the North-South 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