



January 29, 2013
CITY COUNCIL MEETING
City Council Chambers 400 East Military, Fremont NE
STUDY SESSION – 6:45 P.M.
AGENDA

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. Class D liquor [application](#) Bosselman Pump & Pantry Inc dba Pump & Pantry #348, 3441 E 24th ([staff report](#))
5. [Resolution](#) Class D liquor application Bosselman Pump & Pantry Inc. dba Pump & Pantry 348, 3441 E 24th ([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 citizen so requests, in which event the item will be removed from the consent agenda and considered separately.*

6. Dispense with January 8, 2013 [minutes](#)
7. January 9 – 29, 2013 [claims \(staff report\)](#)
8. [Resolution](#) granting permission to consume alcohol on City property for Roger [Larsen](#), City Auditorium, March 23, 2013, KHUB Polka Party; Jose [Ramirez](#), Friendship Center, July 6, 2013, wedding; David [Poppe](#), Friendship Center, March 16, 2013, banquet; Kim [Beam](#), City Auditorium, February 9, 2013, fundraiser; Roxanne [Struthers](#), Friendship Center, September 28, 2013, wedding reception; Stephen [Barr](#), Christensen Field, March 23, 2013, party; Abby [Aronson](#), Moller Center, March 15, 2013, rehearsal dinner ([staff report](#))
9. [Resolution](#) approving Special Designated Permit applications of [Burtonian](#) Enterprises LLC, 925 North Broad, February 9, 2013, fundraiser; [Rise's](#) Drive-In Liquor, 700 East 10th, March 9, 2013, fundraiser; Fremont [Cosmopolitan](#) 100 Club, 929 North Broad, March 23, 2013, dance; [Rise's](#) Drive-In Liquor, 925 North Broad, March 16, 2013, reception; [Rise's](#) Drive-In Liquor, 1730 West 16th, February 22, 2013, reception; Mitch [Sawyer](#), 1710 West 16th, March 2, 2013, fundraiser ([staff report](#))
10. Cement worker [application](#) of Michael Hudson and Pave the Way ([staff report](#))
11. Resignation of Janet [Jelkin](#) from Library Board ([staff report](#))

AGENDA

CONSENT AGENDA CONTINUED:

12. Resignation of Kellee [Rasmussen](#) from the Downtown Improvement District Board ([staff report](#))
13. Reappointment of Nick Sassaman to the Downtown Improvement District Board ([staff report](#))
14. Appointment of Nick Sassaman to the Planning Commission ([staff report](#))
15. Reappointment of Scott Brown and Donald Brown to the Building Code Advisory and Appeals Board ([staff report](#))
16. Reappointment of Ed Springgate to the Electrical Examining Board ([staff report](#))
17. Appointment of Curt Friedrich as a regular member to the Board of Adjustment ([staff report](#))
18. Appointment of Scott Brown as an alternate member to the Board of Adjustment ([staff report](#))
19. 2013 [Fee](#) Structure for Parks and Recreation Services ([staff report](#))
20. [Resolution](#) approving Radiological Emergency Reception Plan for Nuclear Power Plant incidents ([staff report](#))
21. [Resolution](#) to accept and award bid for Public Service Answering Point Uninterruptible Power Supply System ([staff report](#))
22. [Resolution](#) to accept and award [bid](#) for unit # 8, turbine overhaul ([staff report](#))
23. [Resolution](#) to accept and award [bid](#) for Sewer Extension District SE-802-12 and Water Main Extension for County Road 20th Ave across Highway 30 ([staff report](#))
24. [Appointment](#) of Jesse Vincent as firefighter ([staff report](#))
25. [Resolution](#) to accept and [award](#) for Ronin Pool Filter project ([staff report](#))
26. [Resolution](#) approving Keith & Jacqueline Roumph [request](#) to combine Lot 9 and TL 79 (aka Part of Lot 1), Meierhenry Subdivision into one lot ([staff report](#))
27. [Resolution](#) approving Brian Wiese request to combine North 44' Lot 8 & South 52.43' Lots 5-7, Pierce's Annex into one lot ([staff report](#))
28. [Resolution](#) approving Brian Wiese and Matt & Dawn Updike [request](#) to subdivide Lots 5-11, Pierce's Annex into two lots ([staff report](#))
29. [Resolution](#) approving Matt & Dawn Updike request to combine North 75' of Lots 5-7, Pierce's Annex into one lot ([staff report](#))
30. [Resolution](#) approving MainStreet of Fremont [request](#) to erect banners & flower baskets on light poles in public right-of-way ([staff report](#))
31. Fauss Construction [request](#) to close sidewalk at 109 E 6th from February 1st to April 1st, 2013 for building façade work ([staff report](#))
32. Professional Services [Agreement](#) with JEO Consulting Group, Inc. for additional engineering fees for design and bidding services for Park Avenue Improvements – 2nd to Military ([staff report](#))
33. Professional Services [Agreement](#) with JEO Consulting Group, Inc. for design phase services for Main Street Asphalt Resurfacing, 1st to 3rd ([staff report](#))

AGENDA

CONSENT AGENDA CONTINUED:

34. Professional Services [Agreement](#) with Olsson Associates for Fremont Pedestrian Signals project ([staff report](#))
35. Professional Services [Agreement](#) with Dodd Engineering & Surveying, LLC for engineering design of N Hancock St Reconstruction, 16th to 19th Street ([staff report](#))
36. Professional Services [Agreement](#) with Dodd Engineering & Surveying, LLC for engineering design of W 6th St Reconstruction, M to Marvin Court ([staff report](#))
37. Professional Services [Agreement](#) with Dodd Engineering & Surveying, LLC for engineering design of W 19th St Resurfacing, Nye to Somers Avenue ([staff report](#))
38. Professional Services [Agreement](#) with Dodd Engineering & Surveying, LLC for engineering design of W 16th St Resurfacing, Nye to Colson Avenue ([staff report](#))
39. [Resolution](#) approving project payments to [Sawyer](#) Construction for Paving District No. 548 – Main, 1st to 3rd and [Elkhorn](#) West Construction for Police Station Renovation Project (PSAP) ([staff report](#))
40. Reappointment of Bob Brown to Park and Recreation Board ([staff report](#))

REGULAR AGENDA: *requires individual associated action:*

41. David & Susan Fink [request](#) to allow bed and breakfast as part of permitted conditional use at 346 W 16th St ([staff report](#))
42. Mark Guillatt request to allow residential on second floor in Downtown Commercial District at 415 North Main ([staff report](#))
43. [Ordinance](#) approving request of Keith & Jacqueline Rounph to rezone Lot 9 and TL 79, Meierhenry Subdivision from LI – Limited Industrial District to GI – General Industrial District ([staff report](#))
44. Fremont Commons [request](#) to proceed on development agreement for lift station and sanitary sewer connection at southeast corner of US Highway 30 and 275 ([staff report](#))
45. [Change Order](#) No. 4 to Elkhorn West Construction for additional electrical & HVAC work for Public Service Answering Point project ([staff report](#))
46. Change Order No. 1 to Luxa Construction Company for 2012 Airport Apron Rehab Joint Seal and Fog Seal ([staff report](#))
47. Second reading [Ordinance](#) implementing occupation tax on solid waste collection and hauling ([staff report](#))
48. Second reading [Ordinance](#) implementing occupation [tax](#) on food services, drinking places and restaurants ([staff report](#))
49. Litigation regarding Improvement Unit 97 (requires executive session) ([staff report](#))
50. Adjournment

Agenda posted at the Municipal Building on January 25, 2013 and online at www.fremontne.gov. Agenda distributed to the Mayor and City Council on January 25, 2013. 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: KIM VOLK, CITY CLERK

DATE: JANUARY 24, 2013

SUBJECT: CLASS D LIQUOR LICENSE APPLICATION

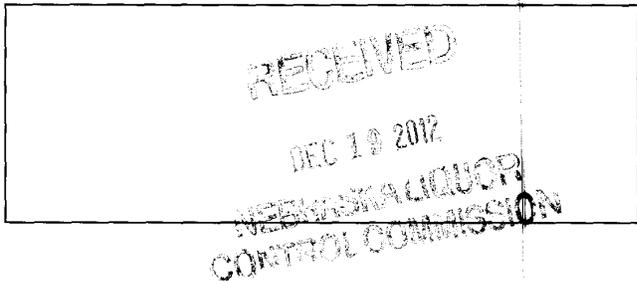
Recommendation: 1. Move to open the public hearing on the Class D Liquor License application for Bosselman Pump & Pantry Inc. dba Pump & Pantry #348, 3441 East 24th Street 2. Receive testimony 3. Move to close the public hearing..

Background: See attached report from Planning, Public Works and Police Department. There are no issues with the application. This is new business requesting to sell alcohol off site.

#4

**APPLICATION FOR LIQUOR LICENSE
RETAIL**

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



**CLASS OF LICENSE FOR WHICH APPLICATION IS MADE AND FEES
CHECK DESIRED CLASS**

RETAIL LICENSE(S)

Application Fee \$400 (non refundable)

- A BEER, ON SALE ONLY
- B BEER, OFF SALE ONLY
- C BEER, WINE, DISTILLED SPIRITS, ON AND OFF SALE
- D BEER, WINE, DISTILLED SPIRITS, OFF SALE ONLY
- I BEER, WINE, DISTILLED SPIRITS, ON SALE ONLY
- AB BEER, ON AND OFF SALE
- AD BEER ON SALE ONLY, BEER, WINE, DISTILLED SPIRITS OFF SALE
- IB BEER, WINE, DISTILLED SPIRITS ON SALE, BEER OFF SALE ONLY
- ID BEER, WINE, DISTILLED SPIRITS ON AND OFF SALE

Class K Catering license (requires catering application form 106) \$100.00

Additional fees will be assessed at city/village or county level when license is issued

Class C license term runs from November 1 – October 31
All other licenses run from May 1 – April 30
Catering license (K) expires same as underlying retail license

CHECK TYPE OF LICENSE FOR WHICH YOU ARE APPLYING

- Individual License (requires insert form 1)
- Partnership License (requires insert form 2)
- Corporate License (requires insert form 3a & 3c)
- Limited Liability Company (LLC) (requires form 3b & 3c)

**NAME OF ATTORNEY OR FIRM ASSISTING WITH APPLICATION (if applicable)
Commission will call this person with any questions we may have on this application**

Name Brandi Bosselman Phone number: 308-381-2800

Firm Name Corporate Counsel, Bosselman Companies

PREMISE INFORMATION

Trade Name (doing business as) Pump & Pantry #48

Street Address #1 3441 E 24th ST

Street Address #2 _____

City Fremont County Dodge Zip Code 68025

Premise Telephone number To be assigned later

Is this location inside the city/village corporate limits: YES NO

Mailing address (where you want to receive mail from the Commission)

Name Bosselman Pump & Pantry, Inc.

Street Address #1 Pump & Pantry, #48

Street Address #2 PO Box 4905

City Grand Island State NE Zip Code 68802

DESCRIPTION AND DIAGRAM OF THE STRUCTURE TO BE LICENSED

READ CAREFULLY

In the space provided or on an attachment draw the area to be licensed. This should include storage areas, basement, outdoor area, sales areas and areas where consumption or sales of alcohol will take place. If only a portion of the building is to be covered by the license, you must still include dimensions (length x width) of the licensed area as well as the dimensions of the entire building. No blue prints please. Be sure to indicate the direction north and **number of floors** of the building.

****For on-premise consumption liquor licenses minimum standards must be met by providing at least two restrooms**

Length 75' 3" feet

Width 40' 10" feet

PROVIDE DIAGRAM OF AREA TO BE LICENSED BELOW OR ATTACH SEPARATE SHEET

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Porter, Michelle

From: Ann Sukraw-Lutz <ann.sukraw-lutz@bosselman.com>
Sent: Wednesday, December 19, 2012 4:29 PM
To: Porter, Michelle
Subject: RE: APPLICATION FOR CLASS D LIQUOR LICENSE - PUMP & PANTRY #48

Michelle,

Yes! One story building, approx.. 76' x 41'

Yes, I will forward the telephone number to the commission as soon as it is assigned.

Please let me know if you need anything else.

Thank you,

Ann Sukraw-Lutz
Executive Administrative Assistant
Bosselman Administrative Services, Inc.
3123 W. Stolley Park Rd.
PO Box 4905
Grand Island, NE 68802
(308) 382-5501 ext. 359

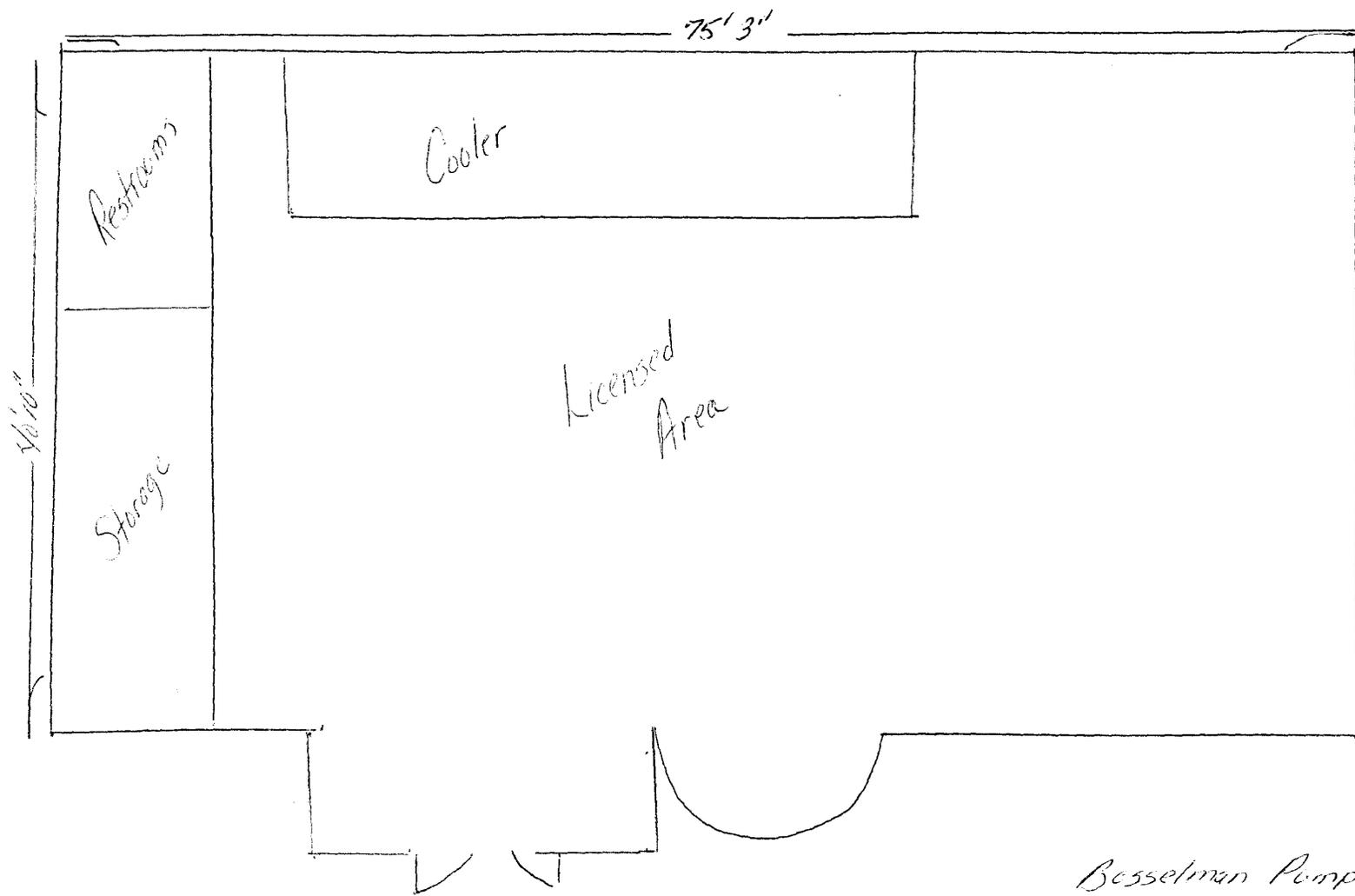
From: Porter, Michelle [<mailto:michelle.porter@nebraska.gov>]
Sent: Wednesday, December 19, 2012 4:24 PM
To: Ann Sukraw-Lutz
Subject: FW: APPLICATION FOR CLASS D LIQUOR LICENSE - PUMP & PANTRY #48

I have received the application for a Class D liquor license for Pump & Pantry 48. Can you please just verify the description below to be used on the liquor license.

- 1) One story bldg. approx. 76' x 41'.
- 2) Premise phone number will be needed before issuance.

Thank you,

Michelle Porter
Licensing Division
Nebraska Liquor Control Commission
402/471-2821
michelle.porter@nebraska.gov
Website : <http://www.lcc.ne.gov>



N

Besselman Pump & Pantry, Inc.
Pump & Pantry #48
3441 E 24th ST
Fremont, NE 68025

APPLICANT INFORMATION

1. **READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.**

Has anyone who is a party to this application, or their spouse, EVER been convicted of or plead guilty to any charge. Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name.

YES NO

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

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

2. Are you buying the business of a current retail liquor license?

YES NO

If yes, give name of business and liquor license number _____

- a) Submit a copy of the sales agreement
- b) Include a list of alcohol being purchased, list the name brand, container size and how many
- c) Submit a list of the furniture, fixtures and equipment

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3. Was this premise licensed as liquor licensed business within the last two (2) years?

YES NO

If yes, give name and license number _____

4. Are you filing a temporary operating permit to operate during the application process?

YES NO

If yes:

- a) Attach temporary operating permit (T.O.P.) (form 125)
- b) T.O.P. will only be accepted at a location that currently holds a valid liquor license.

5. Are you borrowing any money from any source, include family or friends, to establish and/or operate the business?

YES NO

If yes, list the lender(s) _____

6. Will any person or entity, other than applicant, be entitled to a share of the profits of this business?

YES NO

If yes, explain. (All involved persons must be disclosed on application)

No silent partners

7. Will any of the furniture, fixtures and equipment to be used in this business be owned by others?

YES NO

If yes, list such item(s) and the owner.

8. Is premise to be licensed within 150 feet of a church, school, hospital, home for the aged or indigent persons or for veterans, their wives, and children, or within 300 feet of a college or university campus?

YES NO

If yes, provide name and address of such institution and where it is located in relation to the premises (Neb. Rev. Stat. 53-177)(1)

9. Is anyone listed on this application a law enforcement officer?

YES NO

If yes, list the person, the law enforcement agency involved and the person's exact duties

10. List the primary bank and/or financial institution (branch if applicable) to be utilized by the business

a) List the individual(s) who will be authorized to write checks and/or withdrawals on accounts at this institution.

Five Points Bank, Charles D Bosselman Jr, Brandi Bosselman

11. List all past and present liquor licenses held in Nebraska or any other state by any person named in this application. Include license holder name, location of license and license number. Also list reason for termination of any license(s) previously held.

Please see attachment.

ATTACHMENT B: List all past and present liquor licenses held in Nebraska or any other state by any person named in this application. Include license holder name, location of license and license number. Also list reason for termination of any licenses previously held.

<u>Present Licenses</u>	<u>Location</u>	<u>License #</u>	<u>Entity</u>
Pump & Pantry # 1	Grand Island	#D-35401	Bosselman Pump & Pantry, Inc.
Pump & Pantry #2	Grand Island	#B-13150	Bosselman Pump & Pantry, Inc.
Pump & Pantry #3	Grand Island	#B-13151	Bosselman Pump & Pantry, Inc.
Pump & Pantry #4	Cairo	#B-13138	Bosselman Pump & Pantry, Inc.
Pump & Pantry #5	Chapman	#DK-4469	Bosselman Pump & Pantry, Inc.
Pump & Pantry #6	Grand Island	#B-13152	Bosselman Pump & Pantry, Inc.
Pump & Pantry #7	Aurora	#B-12964	Bosselman Pump & Pantry, Inc.
Pump & Pantry #8	Grand Island	#B-13153	Bosselman Pump & Pantry, Inc.
Pump & Pantry #9	Lincoln	#D-86099	Bosselman Pump & Pantry, Inc.
Pump & Pantry #10	Grand Island	#B-13154	Bosselman Pump & Pantry, Inc.
Pump & Pantry #11	Grand Island	#B-13155	Bosselman Pump & Pantry, Inc.
Pump & Pantry #12	Chadron	#B-65332	Bosselman Pump & Pantry, Inc.
Pump & Pantry #13	St. Paul	#B-14964	Bosselman Pump & Pantry, Inc.
Pump & Pantry #14	Broken Bow	#B-13139	Bosselman Pump & Pantry, Inc.
Pump & Pantry #15	Grand Island	#B-16782	Bosselman Pump & Pantry, Inc.
Pump & Pantry #16	York	#D-51172	Bosselman Pump & Pantry, Inc.
Pump & Pantry #17	Ord	#B13136	Bosselman Pump & Pantry, Inc.
Pump & Pantry #18	Doniphan	#B-13137	Bosselman Pump & Pantry, Inc.
Pump & Pantry #19	Ogallala	#D-12997	Bosselman Pump & Pantry, Inc.
Pump & Pantry #20	O'Neill	#B-13474	Bosselman Pump & Pantry, Inc.
Pump & Pantry #21	Lexington	#B-13010	Bosselman Pump & Pantry, Inc.
Pump & Pantry #22	Burwell	#B-12976	Bosselman Pump & Pantry, Inc.
Pump & Pantry #23	Holdrege	#D-39329	Bosselman Pump & Pantry, Inc.
Pump & Pantry #24	Hastings	#B-23129	Bosselman Pump & Pantry, Inc.
Pump & Pantry #26	Ainsworth	#B-16603	Bosselman Pump & Pantry, Inc.
Pump & Pantry #27	Kearney	#D-25700	Bosselman Pump & Pantry, Inc.
Pump & Pantry #28	Chappell	#D-61922	Bosselman Pump & Pantry, Inc.
Pump & Pantry #29	Central City	#B- 58311	Bosselman Pump & Pantry, Inc.
Pump & Pantry #30	Elm Creek	#B-18426	Bosselman Pump & Pantry, Inc.
Pump & Pantry #31	North Loup	#D-19715	Bosselman Pump & Pantry, Inc.
Pump & Pantry #32	Cozad	#D-20762	Bosselman Pump & Pantry, Inc.
Pump & Pantry #33	Genoa	#D-39312	Bosselman Pump & Pantry, Inc.
Pump & Pantry #34	Gordon	#B-21529	Bosselman Pump & Pantry, Inc.
Pump & Pantry #35	Alma	#D-25682	Bosselman Pump & Pantry, Inc.
Pump & Pantry #36	Rushville	#D-26615	Bosselman Pump & Pantry, Inc.
Pump & Pantry #37	St. Libory	#D-32331	Bosselman Pump & Pantry, Inc.
Pump & Pantry #38	Gretna	#D-85546	Bosselman Pump & Pantry, Inc.
Pump & Pantry #39	North Platte	#B-66633	Bosselman Pump & Pantry, Inc.
Pump & Pantry #40	Kearney	#B-79434	Bosselman Pump & Pantry, Inc.
Pump & Pantry #41	Kearney	#B-79474	Bosselman Pump & Pantry, Inc.

ATTACHMENT B: List all past and present liquor licenses held in Nebraska or any other state by any person named in this application. Include license holder name, location of license and license number. Also list reason for termination of any licenses previously held.

Pump & Pantry #42	Grand Island	#B-83476	Bosselman Pump & Pantry, Inc.
Pump & Pantry #43	Grand Island	#D-96501	Bosselman Pump & Pantry, Inc.
Pump & Pantry #44	Grand Island	#D-96502	Bosselman Pump & Pantry, Inc.
Pump & Pantry #45	Hastings	#D-96504	Bosselman Pump & Pantry, Inc.
Pump & Pantry #46	York	#D-96503	Bosselman Pump & Pantry, Inc.
Pump & Pantry #47	LaVista	#D-100011	Bosselman Pump & Pantry, Inc.
Bosselman Travel Center	Grand Island	#D-94560	Bosselman Travel Centers, Inc.
Sam Bass's Steakhouse & Saloon	Big Springs	#I-77009	Bosselman Food Services, Inc.

Previous Licenses

Pump & Pantry #9	Central City	#B-12966 - Closed Store
Pump & Pantry #12	Grand Island	#B-13156 - Closed Store
Pump & Pantry #29	Hastings	#B-16781 - Closed Store
Wood River Truck Plaza	Wood River	#D-94543, Sold Location
Bosselman Travel Center	Big Springs	#D-94561, Sold Location
Bosselman's Elm Creek	Elm Creek	#B-12965, Sold Location

Out of State Licenses:

<u>Bosselman Food Services, Inc.</u>		
Grandma Max's Restaurant	Sioux Falls, SD	#RB-3099
Max's Hiway Diner	Altoona, IA	#BB0032996

12. List the alcohol related training and/or experience (when and where) of the person(s) making application. Those persons required are listed as followed:

- a) Individual, applicant only (no spouse)
- b) Partnership, all partners (no spouses)
- c) Corporation, manager only (no spouse) as listed on form 3c
- d) Limited Liability Company, manager only (no spouse) as listed on form 3c

Applicant Name	Date Trained (mm/yyyy)	Name of program where trained (name, city)
Brian Fausch	08/2012	Responsible Beverage Service Training, Grand Island, NE

13. If the property for which this license is sought is owned, submit a copy of the deed, or proof of ownership. If leased, submit a copy of the lease covering the entire license year. **Documents must show title or lease held in name of applicant as owner or lessee in the individual(s) or corporate name for which the application is being filed.**

- Lease: expiration date _____
- Deed
- Purchase Agreement

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- 14. When do you intend to open for business? 04-01-2013
- 15. What will be the main nature of business? Convenience Store
- 16. What are the anticipated hours of operation? 6 am - 11 pm, 7 days a week

17. List the principal residence(s) for the past 10 years for all persons required to sign, including spouses.

RESIDENCES FOR THE PAST 10 YEARS, APPLICANT AND SPOUSE MUST COMPLETE					
APPLICANT: CITY & STATE	YEAR		SPOUSE: CITY & STATE	YEAR	
	FROM	TO		FROM	TO
Charles D Bosselman Jr, Grand Island, NE	1992	present	Laura L Bosselman, Grand Island, NE	1992	present
Brandi Bosselman, Grand Island, NE	1996	present	James D Lofing, Grand Island NE	2000	present
Janet K Bosselman, Grand Island, NE	1976	present			

If necessary attach a separate sheet.

The undersigned applicant(s) hereby consent(s) to an investigation of his/her background and release present and future records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant(s) and spouse(s) waive(s) any right or causes of action that said applicant(s) or spouse(s) may have against the Nebraska Liquor Control Commission, the Nebraska State Patrol, and any other individual disclosing or releasing said information. Any documents or records for the proposed business or for any partner or stockholder that are needed in furtherance of the application investigation of any other investigation shall be supplied immediately upon demand to the Nebraska Liquor Control Commission or the Nebraska State Patrol. The undersigned understand and acknowledge that any license issued, based on the information submitted in this application, is subject to cancellation if the information contained herein is incomplete, inaccurate or fraudulent.

Individual applicants agree to supervise in person the management and operation of the business and that they will operate the business authorized by the license for themselves and not as an agent for any other person or entity. Corporate applicants agree the approved manager will superintend in person the management and operation of the business. Partnership applicants agree one partner shall superintend the management and operation of the business. All applicants agree to operate the licensed business within all applicable laws, rules, regulations, and ordinances and to cooperate fully with any authorized agent of the Nebraska Liquor Control Commission.

Must be signed in the presence of a notary public by applicant(s) and spouse(s). If partnership or LLC (Limited Liability Company), all partners, members and spouses must sign. If corporation all officers, directors, stockholders (holding over 25% of stock) and spouses. Full (birth) names only, no initials.

Charles D. Bosselman

 Signature of Applicant

Laura L. Bosselman

 Signature of Spouse

Brandi Bosselman

 Signature of Applicant

James D. Loring

 Signature of Spouse

Janet K. Bosselman

 Signature of Applicant

 Signature of Spouse

 Signature of Applicant

 Signature of Spouse

 Signature of Applicant

 Signature of Spouse

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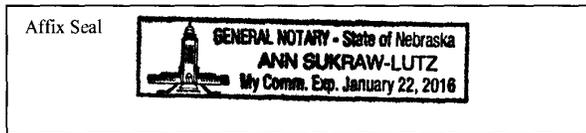
ACKNOWLEDGEMENT

State of Nebraska
 County of Hall
10/15/2012
 date

The foregoing instrument was acknowledged before me this
Charles D. Bosselman Jr., Laura L. Bosselman
 by *Brandi Bosselman, James D. Loring, Janet Bosselman*
 name of person acknowledged

Ann Sukraw-Lutz

 Notary Public signature



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

**MANAGER APPLICATION
INSERT - FORM 3c**

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

Office Use

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NEBRASKA LIQUOR
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Corporate manager, including their spouse, are required to adhere to the following requirements

- 1) **Must be a citizen of the United States**
- 2) **Must be a Nebraska resident (Chapter 2 – 006) and must provide proof of voter registration in the State of Nebraska**
- 3) **Must provide a copy of one of the following: state issued US birth certificate, naturalization paper or US passport**
- 4) **Must submit fingerprints (unless a non-participating spouse) (2 cards per person) and fees of \$38 per person, made payable to Nebraska State Patrol**
- 5) **Must be 21 years of age or older**
- 6) **May be required to take a training course**

Corporation/LLC information

Name of Corporation/LLC: Bosselman Pump & Pantry, Inc.

Premise information

Premise License Number: _____

(if new application leave blank)

Premise Trade Name/DBA: Pump & Pantry #48

Premise Street Address: 3441 E 24th ST

City: Fremont

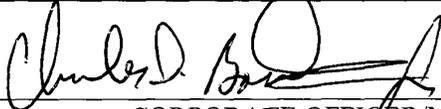
State: NE

Zip Code: 68025

Premise Phone Number: Not yet assigned.

The individual whose name is listed as a corporate officer or managing member as reported on insert form 3a or 3b or listed with the Commission. Click on this link to see authorized individuals.

http://www.lcc.ne.gov/license_search/licsearch.cgi



CORPORATE OFFICER/MANAGING MEMBER SIGNATURE

(Faxed signatures are acceptable)

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NEBRASKA LIQUOR
CONTROL COMMISSION

Attachment A
Bosselman Pump & Pantry, Inc.
Liquor License Locations
Brian Fausch, Manager

<u>Present Licenses</u>	<u>Location</u>	<u>License #</u>	<u>Entity</u>
Pump & Pantry # 1	Grand Island	#D-35401	Bosselman Pump & Pantry, Inc.
Pump & Pantry #2	Grand Island	#B-13150	Bosselman Pump & Pantry, Inc.
Pump & Pantry #3	Grand Island	#B-13151	Bosselman Pump & Pantry, Inc.
Pump & Pantry #4	Cairo	#B-13138	Bosselman Pump & Pantry, Inc.
Pump & Pantry #5	Chapman	#DK-4469	Bosselman Pump & Pantry, Inc.
Pump & Pantry #6	Grand Island	#B-13152	Bosselman Pump & Pantry, Inc.
Pump & Pantry #7	Aurora	#B-12964	Bosselman Pump & Pantry, Inc.
Pump & Pantry #8	Grand Island	#B-13153	Bosselman Pump & Pantry, Inc.
Pump & Pantry #9	Lincoln	#D-86099	Bosselman Pump & Pantry, Inc.
Pump & Pantry #10	Grand Island	#B-13154	Bosselman Pump & Pantry, Inc.
Pump & Pantry #11	Grand Island	#B-13155	Bosselman Pump & Pantry, Inc.
Pump & Pantry #12	Chadron	#B-65332	Bosselman Pump & Pantry, Inc.
Pump & Pantry #13	St. Paul	#B-14964	Bosselman Pump & Pantry, Inc.
Pump & Pantry #14	Broken Bow	#B-13139	Bosselman Pump & Pantry, Inc.
Pump & Pantry #15	Grand Island	#B-16782	Bosselman Pump & Pantry, Inc.
Pump & Pantry #16	York	#D-51172	Bosselman Pump & Pantry, Inc.
Pump & Pantry #18	Doniphan	#B-13137	Bosselman Pump & Pantry, Inc.
Pump & Pantry #19	Ogallala	#D-12997	Bosselman Pump & Pantry, Inc.
Pump & Pantry #20	O'Neill	#B-13474	Bosselman Pump & Pantry, Inc.
Pump & Pantry #21	Lexington	#B-13010	Bosselman Pump & Pantry, Inc.
Pump & Pantry #24	Hastings	#B-23129	Bosselman Pump & Pantry, Inc.
Pump & Pantry #27	Kearney	#D-25700	Bosselman Pump & Pantry, Inc.
Pump & Pantry #29	Central City	#B- 58311	Bosselman Pump & Pantry, Inc.
Pump & Pantry #30	Elm Creek	#B-18426	Bosselman Pump & Pantry, Inc.
Pump & Pantry #32	Cozad	#D-20762	Bosselman Pump & Pantry, Inc.
Pump & Pantry #34	Gordon	#B-21529	Bosselman Pump & Pantry, Inc.
Pump & Pantry #37	St. Libory	#D-32331	Bosselman Pump & Pantry, Inc.
Pump & Pantry #38	Gretna	#D-85546	Bosselman Pump & Pantry, Inc.
Pump & Pantry #39	North Platte	#B-66633	Bosselman Pump & Pantry, Inc.
Pump & Pantry #40	Kearney	#B-79434	Bosselman Pump & Pantry, Inc.
Pump & Pantry #41	Kearney	#B-79474	Bosselman Pump & Pantry, Inc.
Pump & Pantry #42	Grand Island	#B-83476	Bosselman Pump & Pantry, Inc.
Pump & Pantry #43	Grand Island	#D-96501	Bosselman Pump & Pantry, Inc.
Pump & Pantry #44	Grand Island	#D-96502	Bosselman Pump & Pantry, Inc.
Pump & Pantry #45	Hastings	#D-96504	Bosselman Pump & Pantry, Inc.
Pump & Pantry #46	York	#D-96503	Bosselman Pump & Pantry, Inc.
Pump & Pantry #47	LaVista	#D100011	Bosselman Pump & Pantry, Inc.

MANAGER'S LAST TWO EMPLOYERS

YEAR FROM TO		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2008	2009	Lutz & Co.	Ron Nebbia	402-496-8800
1996	2008	Bosselman Companies	Charles D Bosselman Jr	308-381-2800

1. **READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY. Must be completed by both applicant and spouse, unless spouse has filed an affidavit of non-participation.**

Has anyone who is a party to this application, or their spouse, EVER been convicted of or plead guilty to any charge. Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name.

YES NO

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

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (city & state)	Description of Charge	Disposition
Brian Fausch	1992	Lincoln, NE	DUI	
	1999	Grand Island, NE	Disturbing the Peace	Fine
			Speeding Violations	Fines
			Seat Belt Violation	Fine
	2006	Lincoln, NE	Open Container	Fine

2. Have you or your spouse ever been approved or made application for a liquor license in Nebraska or any other state? YES NO

IF YES, list the name of the premise.

See Attachment A

3. Do you, as a manager, qualify under Nebraska Liquor Control Act (§53-131.01) and do you intend to supervise, in person, the management of the business? YES NO

4. Have you enclosed the required fingerprint cards and **PROPER FEES** with this application? (Check or money order made payable to the **Nebraska State Patrol for \$38.00 per person**)

YES NO

5. List any alcohol related training and/or experience (when and where).

Responsible Beverage Service Training, 08/2012, Grand Island, NE

PERSONAL OATH AND CONSENT OF INVESTIGATION

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

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

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

Brian Fausch

Signature of Manager Applicant

Lori Fausch

Signature of Spouse

ACKNOWLEDGEMENT

State of Nebraska

County of Hall

The foregoing instrument was acknowledged before me this

10/15/2012

date

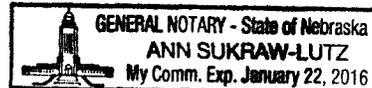
by Brian Fausch, Lori Fausch

name of person acknowledged

Ann Sukraw-Lutz

Notary Public signature

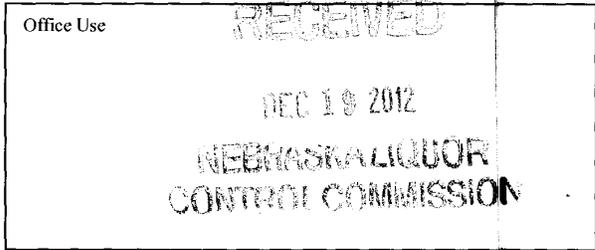
Affix Seal



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

**SPOUSAL AFFIDAVIT OF
NON PARTICIPATION INSERT**

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



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

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

LORI FAUSCH
Printed name of spouse asking for waiver

State of Nebraska

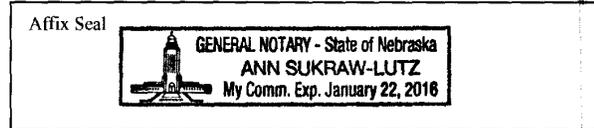
County of Hall

10/15/2012
date

The foregoing instrument was acknowledged before me this

by Lori Fausch
name of person acknowledged

Ann Sukraw-Lutz
Notary Public signature



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

Brian Fausch
Signature of individual involved with application
(Spouse of individual listed above)

BRIAN FAUSCH
Printed name of applying individual

State of Nebraska

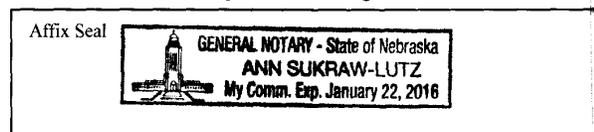
County of Hall

10/15/2012
date

The foregoing instrument was acknowledged before me this

by Brian Fausch
name of person acknowledged

Ann Sukraw-Lutz
Notary Public signature



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



Search Your Voter Registration Information



Search Your Polling Place



Search Your Provisional Ballot



Search Your Absentee Ballot

Registrant Detail

Name	Brian Fausch
Party	Republican
Polling Place	14 014 Peace Lutheran Church 1710 N North Road Grand Island, NE 68803

Districts

District Name	District Type
Grand Island Public Schools	School District
Central Com College Dist 4	Community College District
Central Com College At Large	Community College District
U.S. Congressional District 3	U.S. Congressional District
Appeals Court Judge Dist 5	Judge of Appeals Court Dist.
County Judge Dist 9	Judge of County Court Dist.
District Judge, Dist 9	Judge of Distict Court Dist.
Supreme Court Judge Dist 5	Judge of Supreme Court Dist.
Legislative District 34	Legislative District
Central Platte NRD SubD 7	Natural Resources District
Nebraska PPD SubD 3	Public Power District
PSC District 5	Public Service Comm District
Board of Regents District 6	Board of Regents
ESU 10 District 4	ESU District
Supervisor District 2	County Board (Commiss./Superv)
Gr Island City Council Ward 1	City Council (Ward)
GI School Board Ward A	School Board Ward
Mayor of Grand Island	Mayor
NW Advisory Board	School Board Ward
State Board of Education Dist6	State Board of Education

**APPLICATION FOR LIQUOR LICENSE CORPORATION
INSERT - FORM 3a**

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

Office Use
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DEC 19 2012

NEBRASKA LIQUOR CONTROL COMMISSION

Officers, directors and stockholders holding over 25% shares of stock, including spouses, are required to adhere to the following requirements:

- 1) All officers, directors and stockholders must be listed
- 2) President/CEO and stockholders holding over 25% and their spouse(s) (if applicable) must submit fingerprints (2 cards per person)
- 3) Officers, directors and stockholders holding over 25 % shares of stock and their spouse (if applicable) must sign the signature page of the Application for License form 100 (even if a spousal affidavit has been submitted)

Attach copy of Articles of Incorporation (Articles must show barcode receipt by Secretary of States Office)

Name of Registered Agent: Charles D Bosselman Jr

Name of Corporation that will hold license as listed on the Articles

Bosselman Pump & Pantry, Inc. #0010618

Corporation Address: 3123 W Stolley Park RD, PO Box 4905

City: Grand Island State: NE Zip Code: 68802

Corporation Phone Number: 308-381-2800 Fax Number: 308-382-1160

Total Number of Corporation Shares Issued: 389,096

Name and notarized signature of President/CEO (Information of president must be listed on following page)

Last Name: Bosselman Jr First Name: Charles MI: D

Home Address: 308 Ponderosa DR City: Grand Island

State: NE Zip Code: 68803 Home Phone Number: 308-382-6722



Signature of President/CEO

ACKNOWLEDGEMENT

State of Nebraska
County of Hall

10/15/12

Date

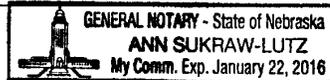


The foregoing instrument was acknowledged before me this

by Charles D Bosselman Jr

name of person acknowledge

Affix Seal



Manager's information must be completed below PLEASE PRINT CLEARLY

*on file
- 7/30/12*

Gender: @MALE QFEMALE

Last Name: Fausch First Name: Brian M: T

Home Address (include PO Box if applicable): 1404 MeadOW RD
city: Grand Island county: Hall Zip code: 68803

Home Phone Number: 308-258-1639 Business Phone Number: 308-381-2800

Social Security Number: _____ Drivers License Number & State: _____

DateOfBirth: 07/17/72 PlaceOfBirth: Red Cloud, NE

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

YES NO

Spouse's information

affidavit

Spouses Last Name: Fausch First Name: Lori MI: 1

Social Security Number: _____ Drivers License Number & State: _____

Date Of Birth: 12/18/73 Place Of Birth: _____

APPLICANT & SPOUSE MUST LIST RESIDENCE(S) FOR PAST TEN (10) YEARS
..... AD> II. ANT

CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
Grand Island, NE	2009	Present	Grand Island, NE	2009	Present
Gretna, NE	2007	2009	Gretna, NE	2007	2009
Grand Island, NE	2002	2007	Grand Island, NE	2002	2007

Is the applying corporation controlled by another corporation/company?

YES

NO

If yes, provide the following:

- 1) Name of corporation _____
- 2) Supply an organizational chart of the controlling corporation named above
- 3) Controlling corporation **MUST** be registered with the Nebraska Secretary of State, copy of articles must be submitted with application §53-126

Indicate the Corporation's tax year with the IRS (Example January through December)

Starting Date: January 1

Ending Date: December 31

Is this a Non-Profit Corporation?

YES

NO

If yes, provide the Federal ID # _____

In compliance with the ADA, this corporation insert form 3a is available in other formats for persons with disabilities.
A ten day advance period is requested in writing to produce the alternate format.

**SPOUSAL AFFIDAVIT OF
NON PARTICIPATION INSERT**

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

Office Use

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

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

Laura L Bosselman
Printed name of spouse asking for waiver

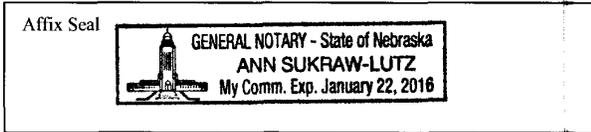
State of Nebraska

County of Hall

10/15/2012
date

The foregoing instrument was acknowledged before me this
by Laura L Bosselman
name of person acknowledged

Ann Sukraw-Lutz
Notary Public signature



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

Charles D Bosselman Jr
Signature of individual involved with application
(Spouse of individual listed above)

Charles D Bosselman Jr
Printed name of applying individual

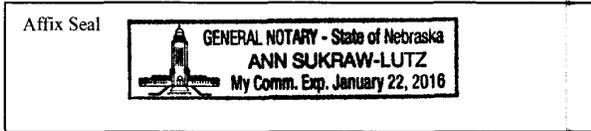
State of Nebraska

County of Hall

10/15/2012
date

The foregoing instrument was acknowledged before me this
by Charles D Bosselman Jr
name of person acknowledged

Ann Sukraw-Lutz
Notary Public signature



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

ARTICLES OF AMENDMENT
OF
BOSSELMAN, INC.



Pursuant to the provisions of Section 21-20,121 of the Business Corporation Act of Nebraska, these Articles of Amendment of the Articles of Incorporation of Bosselman, Inc. are hereby submitted as follows:

1. The old name of the corporation is Bosselman, Inc. The new name of the corporation is Bosselman Pump & Pantry, Inc.

2. The amendment so adopted revokes the FIRST Article of the Articles of Incorporation, in its entirety, and substitutes therefor the following:

"FIRST: The name of the corporation is Bosselman Pump & Pantry, Inc."

3. This amendment does not provide for an exchange, reclassification, or cancellation of issued shares.

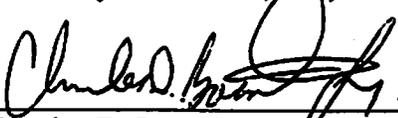
4. The foregoing Amendment was unanimously adopted by written consent of the Board of Directors and sole stockholder on July 28, 2011.

5. The total number of outstanding shares is 1,096. All of these shares are represented on the written consent and voted as a single voting group to approve the amendment.

DATED: July 28, 2011.

BOSSELMAN PUMP & PANTRY, INC.
(formerly Bosselman, Inc.)

By:



Charles D. Bosselman, Jr., President

PURCHASE AND SALE AGREEMENT

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DEC 19 2012

RECEIVED
MAYOR
MUNICIPALITY

THIS AGREEMENT, is made and entered into by and between Menard, Inc., a Wisconsin corporation, herein referred to as "Seller," and Bosselman Pump & Pantry, Inc., a Nebraska corporation, herein referred to as "Purchaser," with reference to a certain parcel of land located in the City of Fremont, County of Dodge, and State of Nebraska, which parcel contains approximately 1.97 acres and is legally described as:

✓ LOT 3, MENARD ADDITION, FREMONT, DODGE COUNTY, NEBRASKA.

In consideration of the mutual covenants herein set forth, the parties agree as follows:

1. **Agreement to Sell and Purchase:** Seller covenants and agrees to sell, and Purchaser covenants and agrees to purchase, the property described above, herein referred to as the "Property." The purchase and conveyance contemplated herein will be contingent on and subject to the terms, covenants, conditions and contingencies herein contained.

2. **Permitted Encumbrances:** The sale of the Property is subject to the following encumbrances (hereinafter referred to as the "Permitted Encumbrances"): building and zoning laws; county and municipal ordinances; state and federal regulations; easements, covenants and restrictions apparent or of record (provided that the contingencies herein set forth regarding zoning variances and permits shall apply); and the following covenants which Seller shall reserve for its use, and the use of its successors or assigns, as an appurtenance to the Property:

Site Development Approval: In order to insure that the area consisting of Seller's adjacent property and the Property is developed and maintained as a cohesive development, that the development of the Property does not have an adverse impact upon the visibility of the Seller's property and that the parking, access and circulation areas can accommodate an orderly flow of traffic to and from the respective properties, the Seller, its successors and assigns, reserve the right to approve or disapprove, in writing, the plans, use, and specifications for any and all development of the Property. The Property shall not be sub-divided or split into multiple lots. Purchaser must improve, develop and maintain the entire parcel with either a building, parking facilities or landscaping in order to avoid the appearance of any vacant or undeveloped areas on the Property. No building, structure, or other improvement shall be erected, materially altered or placed upon the Property unless the use, plans, specifications and site development plans are approved by Seller, which approval or disapproval shall be at Seller's sole discretion. Seller shall approve or disapprove any plans or specifications within thirty (30) days after its receipt of such plans or specifications and Purchaser's request for review, and failure to approve or disapprove within thirty (30) days shall constitute approval. This restriction shall run with the land for a period of Fifteen (15) years.

Seller's Right to Repurchase: In the event Purchaser fails to commence construction of its improvement on the Property on or before the first anniversary of the date of closing of this transaction, Menard, Inc. shall be entitled to repurchase the Property from the Purchaser for the Purchase Price, as set forth in Section 11 hereof. For the purpose of this covenant, commencement of construction shall be defined as the installation of all building footings. Seller shall exercise its right to repurchase by providing written notice thereof to Purchaser within one hundred eighty (180) days after the date of the first anniversary of the date of closing of this transaction. The repurchase of the Property shall be completed within thirty (30) days after the date of Seller's notice to Purchaser of its intention to repurchase the Property. Purchaser shall convey good and marketable fee title to the Property by Warranty Deed free and clear of

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DEC 19 2012

REGISTRATION
COMMISSION

any encumbrances or liens (except for encumbrances to which the Property was subject immediately prior to the time Seller conveyed the Property to the Purchaser).

3. **Purchaser's Contingencies:** Provisions to the contrary herein notwithstanding, performance by the Purchaser is contingent upon satisfaction of all of the following conditions:

- A) Purchaser obtaining all necessary zoning classifications and variances and the issuance of all necessary permits to allow construction and operation upon the Property of a gas station/convenience store/restaurant development, along with all other matters and installations necessary in connection therewith, all to Purchaser's reasonable satisfaction. If Purchaser does not provide Seller with a written notice of Purchaser's failure to satisfy this contingency within one hundred twenty (120) days after the date of last execution of this Agreement, this contingency shall be automatically waived.
- B) Purchaser determining that the Property has or can be provided with, at reasonable cost of installation by Purchaser, storm sewer or surface drainage, sanitary sewer, water, electrical, telephone and gas service in sufficient capacities and quantities to provide for the proposed development of the Property. It shall be at Purchaser's sole discretion, in good faith, as to whether the Property has or can have the above utilities in sufficient capacities and quantities or whether said utilities can be provided to the Property at reasonable costs of installation. If Purchaser does not provide Seller with a written notice of Purchaser's failure to satisfy this contingency within one hundred twenty (120) days after the date of last execution of this Agreement, this contingency shall be automatically waived.
- C) Purchaser obtaining, at its expense, current soil borings and tests which disclose soil conditions satisfactory to Purchaser for the proposed development of the Property. If Purchaser does not provide Seller with a written notice of Purchaser's failure to satisfy this contingency within one hundred twenty (120) days after the date of last execution of this Agreement, this contingency shall be automatically waived.
- D) Purchaser receiving and reviewing the survey(s) discussed in Section 10 of this Agreement and determining the survey(s) disclose conditions satisfactory to Purchaser for its development of the Property. If Purchaser does not provide Seller with a written notice of Purchaser's failure to satisfy this contingency within one hundred twenty (120) days after the date of last execution of this Agreement, this contingency shall be automatically waived.
- E) Purchaser inspecting the Property, at its expense, including conducting such engineering, environmental, and mechanical studies of the Property as it deems necessary, and finding it acceptable. **PURCHASER SHALL RELY EXCLUSIVELY ON ITS INSPECTION IN PROCEEDING WITH ITS PURCHASE HEREUNDER AND NOT ON ANY WARRANTY OR REPRESENTATION OF SELLER OR ANY OF SELLER'S AGENTS, IT BEING UNDERSTOOD THAT SELLER MAKES NO WARRANTY OR REPRESENTATION AND THAT PURCHASER TAKES AND ACCEPTS THE PROPERTY "AS IS."** If Purchaser does not provide Seller with a written notice of Purchaser's failure to satisfy this contingency within one hundred twenty (120) days after the date of last execution of this Agreement, this contingency shall be automatically waived.

2

RECORDED
DEC 19 2012

- D) Approval of this Agreement by the Board of Directors of Purchaser. Purchaser must secure such approval within thirty (30) days after the date of last execution of this Agreement or this contingency is deemed to have been waived.

4. **Failure of Contingencies:** Purchaser agrees to make a good faith effort to satisfy the aforementioned contingencies and conditions. In the event any of the contingencies and conditions has not been met by the expiration of the applicable contingency period stated in Section 3, Purchaser shall have the sole right and option to terminate this Agreement by providing notice of its election to terminate on or before the expiration of the applicable contingency period. If said notice is not received on or before the expiration of the applicable contingency period, the contingency shall be deemed to be waived, and this Agreement will continue in full force and effect.

If Purchaser does exercise its option to terminate this Agreement, or if this Agreement otherwise terminates, neither party shall have any further obligation or liability under this Agreement, except as provided in Section 4, Section 15, and Section 17 of this Agreement. Purchaser shall deliver to Seller, at no cost to Seller, all of Purchaser's plats, maps, plans, appraisals, surveys, studies, tests, reports, and drawings of every variety for the Property. In addition, Seller and Purchaser shall each be solely responsible for and shall hold the other harmless from any expenses, costs, damages, claims, lawsuits, and judgments, including and not limited to expenses and attorney fees, incurred by each of them respectively as a result of this Agreement. In the event Purchaser terminates this Agreement or fails to close this transaction with Seller, Purchaser shall execute and return to Seller such releases or quit claim deeds as may be requested by Seller in order to clear title to the Property of any cloud pertaining to Purchaser's interest therein.

5. **Seller's Contingency:** Provisions to the contrary herein notwithstanding, performance by the Seller is contingent upon Seller's approval of Purchaser's plans, specifications, and site development plans pursuant to the deed covenant set forth in Section 2.

6. **Temporary Construction License:** At closing, Seller and Purchaser shall execute a Temporary Construction License, on terms acceptable to both parties, which shall provide for the following:

- A) Purchaser's right to remove fill material from an area on Seller's adjacent parcel designated by Seller, in a quantity sufficient to bring the Property to the grade of the adjacent roadways;
- B) Purchaser's obligation to restore the affected area on Seller's adjacent parcel to a condition reasonably satisfactory to Seller;
- C) Purchaser shall allow no liens to be filed against Seller's adjacent parcel, and at its sole cost Purchaser shall obtain all permits required for its work and provide commercial general liability insurance for the benefit of Purchaser and Seller.
- D) Seller shall not charge Purchaser for said fill material, provided that Purchaser shall bear all costs of the removal and of the restoration of Seller's adjacent parcel; and
- E) Any other terms agreed to by the parties.

7. **Sign Easement Agreement:** At closing, Seller and Purchaser shall execute and record a Sign Easement Agreement, on terms acceptable to both parties, which shall provide for the following:

21

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NEBRASKA LIQUOR
CONTROL COMMISSION

In addition to the Purchase Price set forth above, and as additional consideration to induce Seller to enter into this transaction, Purchaser agrees to purchase a Menards Merchandise Credit Certificate in the amount of _____

payable in immediately available funds to Seller upon closing on the sale of the Property. Purchaser shall place or allow the placement of signs on the Property designating that the materials are from Menards, and Purchaser agrees that no other "material provider" signs will be displayed on the Property without Seller's consent. The foregoing shall not be construed to restrict the placement of signs identifying contractors or subcontractors working on the Property. This obligation shall survive closing of this transaction.

12. **Earnest Money:** Within ten (10) days from the date of last execution of this Agreement, Purchaser shall deposit the sum of _____ representing Earnest Money, with Dodge County Title & Escrow Co., herein referred to as the "Title Company." The Earnest Money shall be held in escrow until the consummation or termination of this Agreement. In the event this Agreement is consummated the Earnest Money and any interest shall be applied to and credited against the Purchase Price on the date of closing, with the remaining balance to be paid in cash at that time. If this Agreement terminates for failure to satisfy a contingency, (i) the Earnest Money and any interest shall be returned to Purchaser upon Purchaser's compliance with Section 4 and Section 14 of this Agreement, unless Seller makes a written claim to the Title Company, before the Earnest Money's return, that Purchaser failed to make a good faith effort to satisfy the contingencies or has otherwise failed to fulfill the terms of this Agreement, and (ii) Purchaser shall pay any cancellation fee charged by the Title Company.

13. **Real Estate Taxes, Assessments and Transfer Fees:** Seller agrees to pay, at closing or prior to closing, all real property taxes on the Property for the year 2011 due and payable in 2012 and prior years, and a pro-rated share of the 2012 real property taxes payable in 2013. Said pro-ration shall be made on a daily basis using the actual real and personal property taxes levied for the current year, if known, otherwise on the net taxes for the preceding year, and the amount so computed shall be final. Seller shall pay by separate check or credit against the Purchase Price all state and county transfer taxes and fees and Nebraska Documentary Stamp Taxes attributable to the transfer of the Property. Purchaser shall pay all local transfer taxes or fees and/or deed taxes. Purchaser shall also be solely responsible for payment of any impact fees, park or school fees, utility connection fees, plat dedication fees, tap fees and/or recapture fees and assessments and any other fees or taxes relating to the development or transfer of the Property.

14. **Evidence of Title:** Within twenty (20) days from the date of last execution of this Agreement, Seller shall furnish and deliver to the Purchaser for examination a commitment for title insurance in the amount of the Purchase Price, prepared by the Title Company, naming the Purchaser as the insured, as its interest may appear. If the report on title, binder or commitment discloses any defects in title, Purchaser shall notify Seller of such defect within ten (10) days of its receipt of the commitment. Failure by Purchaser to so notify Seller shall be deemed a waiver of its objection to such defect in title, and such defect shall be deemed a Permitted Encumbrance. Seller shall have fifteen (15) days from the date of Purchaser's notice of such defects to make an effort, but shall have no obligation, to cure such defects and to furnish a later report showing the defects cured or removed. If such defects cannot be cured within said fifteen (15) days, Purchaser may terminate this Agreement, and in such event receive a refund from Seller of all earnest monies paid, plus interest, or may, at its election, take title as it then is, upon giving to Seller notice of such election and tendering performance on its part. All costs relating to the issuance of the standard title policy, including abstracting fees, shall be paid by Seller. The cost of all endorsements requested by Purchaser or Purchaser's lender shall be paid by Purchaser.

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15. **Possession:** Legal possession of the Property shall be delivered to Purchaser on the date of closing, except as hereinafter provided. Purchaser or its agent shall be permitted upon the Property prior to closing for soil testing, surveying or other functions relating to its construction plans. Notwithstanding the foregoing, if Purchaser intends to perform any testing, studies or work beyond what is generally performed in a survey, geotechnical exploration or Phase I environmental property assessments study, Purchaser shall notify Seller of the scope of work intended to be performed on the Property at least seven (7) days prior to performing such work. If Seller has not consented to or refused to consent within five (5) business days after Purchaser's notification to Seller requesting such consent, Seller shall be deemed to have refused consent. In the event Purchaser terminates this Agreement, a copy of all test and boring results and all studies and reports relating thereto shall be provided to Seller, at no cost to Seller. Purchaser shall indemnify Seller from and against all claims, damages or liability of any kind resulting from all acts or omissions or both of Purchaser or its employees, agents or contractors arising out of or relating to any work performed or caused to be performed by Purchaser on the Property pursuant to this Section, and Purchaser shall cause the Property to be restored to the condition thereof prior to the performance of such studies and tests, at Purchaser's sole cost and expense. Purchaser shall carry, and require any contractors and subcontractors working on the Property to carry, adequate Worker's Compensation Insurance and to have in effect commercial general liability insurance with (i) waiver of subrogation, and (ii) not less than a Combined Single Limit for Bodily Injury, Property Damage and Personal Injury Liability of \$2,000,000 per occurrence and \$3,000,000 aggregate. Such liability insurance shall name Seller as an additional insured party. Purchaser shall deliver to Seller a copy of the certificates of insurance prior to the commencement of any tests and inspections, which certificates shall provide that such insurance shall not be terminated or modified without at least thirty (30) days prior written notice to Seller. Purchaser's duty to restore the Property, to indemnify, and obligations to insure shall survive the closing or termination of this transaction.

16. **Closing:** Unless otherwise agreed to by the parties, this transaction shall be closed at the offices of the Title Company. Closing of the transaction contemplated hereby shall be held on or before that date which is twenty-one (21) days after the date of expiration of all contingencies stated in Section 3 and Section 5, or in the event the twenty-first day falls on a weekend or holiday, the next business day thereafter. Provided that the contingency set forth in Section 5 has been satisfied, closing may be held prior to such time at the option of Purchaser, provided, however, that Purchaser must notify Seller at least five (5) business days in advance of such earlier closing date. All closing and escrow costs charged by the Title Company shall be divided equally between the parties. At closing, Seller shall deliver or cause to be delivered to Purchaser, at Seller's sole cost and expense, each of the following items:

- A) Special Warranty Deed, in recordable form, duly executed and acknowledged by Seller, conveying title to the Property to Purchaser, subject to:
 - 1) Permitted Encumbrances specified in Sections 2 and 14 herein;
 - 2) General real estate taxes and assessments which are a lien but which are not due and payable on the date of closing, and special assessments caused by Purchaser's activities or improvements; and
 - 3) Acts of Purchaser and those parties claiming by, through and under Purchaser.
- B) Certification in a form to be provided or approved by the Purchaser, signed by the Seller under penalties of perjury, containing the following:
 - 1) Seller's U.S. Taxpayer Identification Number;

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- 2) Business address of the Seller; and
 - 3) Statement that the Seller is not a foreign person within the meaning of Sections 1445 and 7701 of the IRC (i.e., the Seller is not a nonresident alien, foreign corporation, foreign partnership, foreign trust or foreign estate, or "disregarded entity," as those terms are defined in the IRC and Income Tax Regulations);
- C) Affidavit of title warranting that to the best of Seller's knowledge no outstanding mechanic's lien rights exist, that to the best of Seller's knowledge the Property is not subject to any undisclosed, unrecorded interest or encumbrances, adverse claims, possession or occupancies and is not subject to any undisclosed leases, oral or written;
 - D) The Temporary Construction License; and
 - E) The Sign Easement Agreement.

17. **Real Estate Brokers and Brokerage Commission:** Seller and Purchaser each hereby represent and warrant to the other that this Agreement is made and entered into as a result of direct negotiations between the parties hereto without the aid or assistance in any fashion of any broker or other agent and each of the parties hereto does hereby represent and warrant to the other that it has entered into no agreement or made any undertaking of any kind or character whatsoever as a result of which any claim could properly be brought against the other for any commission, finder's fee or other form of compensation of a similar character as a result of this transaction. Each party hereto hereby agrees to indemnify and hold the other harmless as a result of any misrepresentation or breach of the warranty contained in this Section. This Section shall survive the closing of this transaction or termination of this Agreement.

18. **Entire Agreement; No Warranties or Representations:** This Agreement is intended as the entire agreement of the parties with respect to the subject matter herein and contains all of the terms and conditions agreed upon by the parties and supersedes all prior understandings. Any prior agreements, representations, or understandings, not expressly included herein, shall be null and void. **Purchaser warrants that it shall have inspected the Property prior to closing, will be acquainted with its condition, and will take the Property "AS IS," WITH ALL FAULTS, IF ANY, AND WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED.** Neither Seller nor any agents, representatives, or employees of Seller have made any representations or warranties, direct or indirect, oral or written, express or implied, to Purchaser or Purchaser's agents with respect to the square footage of the Property or the improvements thereon, the condition of the Property, its fitness for any particular purpose, or its compliance with any laws, and Purchaser is not aware of and does not rely upon any such representation of any other party.

Purchaser represents, warrants and covenants to Seller that during the contingency period, Purchaser will have had the opportunity to independently and personally inspect the Property, and the improvements, entitlements, plans and specifications related to the Property, and that Purchaser will have elected to go forward with the purchase of the Property based upon such personal examinations and inspections as Purchaser has deemed appropriate to make. Purchaser agrees that Purchaser will accept the Property in its then condition at closing as-is and with all its faults including, without limitation, any faults and conditions specifically referenced in this Agreement. No person acting on behalf of Seller is authorized to make, and by execution hereof, Purchaser acknowledges and agrees that, except as specifically provided in this Agreement, Seller has not made, does not make and specifically negates and disclaims any

representations, warranties, promises, covenants, agreements or guarantees of any kind or character whatsoever whether express or implied, oral or written, past, present or future of and to, concerning or with respect to:

- A) The income to be derived from the Property;
- B) The suitability of the Property for any and all activities and uses which Purchaser may conduct thereon, including without limitation any development of the Property;
- C) The habitability, merchantability, marketability, suitability or fitness for a particular purpose of the Property;
- D) The manner, quality, state of repair, or lack of repair, of the Property;
- E) The nature, quality or condition of the Property including without limitation, the water, soil and geology;
- F) The compliance of or by the Property or its operation with any laws, rules, ordinances, or regulations of any applicable governmental authority or body;
- G) The square footage of the improvements of the land or the manner, condition, or quality of the construction or materials, if any, incorporated into the Property;
- H) Compliance with any environmental protection, pollution or land use laws, rules, regulation, orders or requirements including but not limited to, the Endangered Species Act, Title III of the Americans With Disabilities Act of 1990, and any other law, rule or regulation governing access by disabled persons;
- I) The presence or absence of hazardous materials at, on, under, or adjacent to the land;
- J) The conformity of improvements to any plans or specifications for the Property, including any plans and specifications that may have been or may be provided to Purchaser;
- K) The conformity of the Property to past, present or future applicable zoning or building requirements;
- L) Sufficiency or deficiency of any undershoring;
- M) Sufficiency or deficiency of any drainage;
- N) The fact that all or a portion of the Property may be located on or near a flood zone or fault line;
- O) The existence of land use, zoning or building entitlements affecting the Property; or
- P) Any other matter concerning the Property, except as may be otherwise expressly stated herein, including any and all such matters referenced,

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discussed or disclosed in any documents delivered by Seller to Purchaser, in any public records of any governmental agency or entity or utility company, or in any other documents available to Purchaser.

Purchaser further acknowledges and agrees that having been given the opportunity to inspect the Property and to review information and documentation affecting the Property, Purchaser is relying solely on its own investigation of the Property and review of such information and documentation, and not on any information provided or to be provided by Seller. Purchaser further acknowledges and agrees that any information made available to Purchaser or provided or to be provided by or on behalf of Seller with respect to the Property was obtained from a variety of sources and that neither Seller nor its agent has made any independent investigation or verification of such information and makes no representations as to the accuracy or completeness of such information except as may otherwise be expressly provided herein. Seller is not liable or bound in any manner by any oral or written statements, representations or information pertaining to the Property or the operation thereof furnished by any of the foregoing entities and individuals or any other individual or entity, except as specifically set forth in this Agreement. Purchaser further acknowledges and agrees that to the maximum extent permitted by law, the sale of the Property as provided for herein is made on an "AS-IS" condition and basis, with all faults, and that Seller has no obligations to make repairs, replacements or improvements, and no liability whatsoever for damages and without relying on any warranties, representations, or statements made to it by Seller, except as specifically set forth in this Agreement. Purchaser hereby releases and discharges and covenants not to sue Seller and Seller's affiliates, employees, successors, assigns, heirs and agents, and representatives from and against all claims, liabilities, demands, orders, governmental requirements or directives, judgments, damages, losses and claims (collectively, "Claims") arising from or related to the following: (i) any Hazardous Materials in, on, beneath, discharged from or migrating from, discharged to or migrating to the Property, including the soil or groundwater thereof; (ii) any use, generation, handling, treatment, storage, transportation, or disposal of Hazardous Materials at or from the Property; and (iii) any other latent or patent defect affecting the Property (collectively, "Released Matters"); notwithstanding the foregoing, however, the Released Matters shall not include claims arising from Hazardous Materials released in, on, under, beneath or across the Property by Seller after the date of closing of this transaction or Released Matters of which Seller has personal knowledge for which it has an affirmative duty to disclose. In connection with such waiver and relinquishment, Purchaser acknowledges that it is aware that it hereafter may discover Claims or facts in addition to or different from those which it now knows or believes to exist with respect to the Released Matters, but that it is its intention to fully, finally and forever settle and release all of the Released Matters in accordance with the provision of this Section. The foregoing release of Claims shall be binding on Purchaser and its successors and assigns and shall survive closing.

19. **Exchange of Property:** Purchaser agrees that Seller may, at Seller's sole option, close the sale of the Property by means of a like-kind exchange of real estate pursuant to Section 1031 of the Internal Revenue Code. Purchaser agrees to cooperate with Seller in order to effectuate such like-kind exchange of real property in the event that Seller elects to proceed with this transaction by means of a like-kind exchange of real property. Purchaser agrees to execute any documents which are reasonably necessary for Seller to effectuate such a like-kind exchange, including, without limitation, consenting to any assignment by Seller of its rights under this Agreement to a third party so long as Seller remains liable to Purchaser under this Agreement; provided:

- A) Purchaser shall not be required to acquire title to any exchange property or comply with any other conditions dealing with such exchange which could impose liability on Purchaser as an owner in a chain of title;

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NEBRASKA LIQUOR
CONTROL COMMISSION

With Copy to:

Grand Island, NE 68801
Brandi Bosselman
Bosselman Pump & Pantry, Inc.
3123 W. Stolley Park Rd, Ste. A
Grand Island, NE 68801

The above addresses may be changed, at any time by the parties hereto, by notice given in the manner provided above.

24. **Agreement Binding:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

25. **Choice of Laws and Submission to Jurisdiction:** This Agreement shall be deemed to have been made in Eau Claire County, Wisconsin, and shall be construed in accordance with the laws of the State of Nebraska. All parties to this Agreement hereby subject themselves to the jurisdiction of a court of competent jurisdiction for Dodge County, Nebraska.

26. **Headings:** The section titles herein are for convenience only and do not define, limit or construe the contents of such sections.

27. **Eminent Domain:** If prior to the date of the closing, Seller acquires knowledge of any pending or threatened action, suit or proceeding to condemn or take all or any part of the Property under the power of eminent domain, then the Seller shall immediately give notice thereof to Purchaser. Upon receipt of such notice Purchaser, at Purchaser's option, shall have the right to, either (i) terminate this Agreement as to the portion of the Property subject to the action of proceeding, whereupon the Purchase Price shall be reduced accordingly, or (ii) terminate this Agreement as to the entire Property, whereupon the Earnest Money shall be paid to Purchaser, provided that Purchaser is not in default of this Agreement, and all parties shall thereupon be relieved of all further liability hereunder, except as specifically provided herein. If Purchaser does not exercise its right to terminate then Purchaser shall be entitled to all of the condemnation proceeds which would have been due Seller, and the parties shall proceed with the closing otherwise in accordance with, and subject to, the terms hereof.

28. **Construction:** Both parties have contributed to the drafting of this Agreement. In the event of a controversy, dispute or contest over the meaning, interpretation, validity or enforceability of this Agreement or any of its terms or conditions, there shall be no inference, presumption or conclusion drawn whatsoever against either party by virtue of that party having drafted this Agreement or any portion thereof.

29. **Default:** The parties have agreed to this default provision due to the difficulty of ascertaining the actual damages given the uncertainties of the real estate market and differences of opinion with respect to such matters. If Seller defaults hereunder then Purchaser, as its sole and exclusive remedy, may terminate this Agreement and in such event receive a refund of all earnest monies paid, plus any accrued interest. Alternatively, in the event of a default by Seller, Purchaser may, at its option, affirm the Agreement and legally enforce the agreement in an equitable action. If Purchaser defaults hereunder then Seller, as its sole and exclusive remedy, may terminate this Agreement, in which event the Earnest Money shall be forfeited to Seller, provided, however, nothing herein shall be construed to waive or in any way limit the amount of the obligation of Purchaser to restore the Property, to clear title of defects caused by the activities of Purchaser, or obligations to indemnify Seller.

30. **Date:** This Agreement shall be dated and effective and binding as of the date of the last execution as provided herein. **THIS AGREEMENT SHALL NOT BE BINDING ON SELLER UNLESS AND UNTIL IT IS EXECUTED BY AN AUTHORIZED REPRESENTATIVE OF MENARD, INC.**

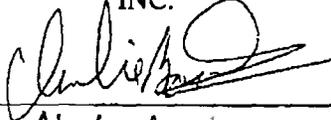
[REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this instrument.

EXECUTED ON:

This 28 day of June, 2012

PURCHASER: BOSSELMAN PUMP & PANTRY,
INC.

By: 

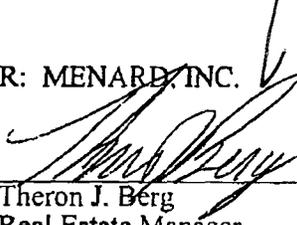
Name: Charlie Bosse

Title: President

EXECUTED ON:

This 29 day of June, 2012

SELLER: MENARD, INC.

By: 

Theron J. Berg
Real Estate Manager

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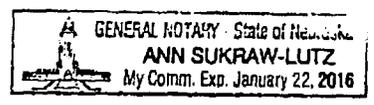
ACKNOWLEDGEMENTS

STATE OF Nebraska)
COUNTY OF Hall)ss.

On this 28 day of June, 2012, before me a Notary Public within and for said County and State, personally appeared Charles B. Bosselman, to me personally known, who, being by me duly sworn did say that he/she is the President of Bosselman Pump & Pantry, Inc., the corporation named in the foregoing instrument, and that the instrument was signed on behalf of the corporation by Charles B. Bosselman, the President of the Company on its behalf and acknowledged the instrument to be the free act and deed of the corporation.

Ann Sukraw-Lutz

Notary Public, Hall County
My Commission expires 01-22-2016

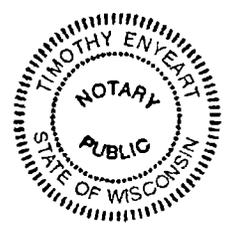


STATE OF WISCONSIN)
COUNTY OF EAU CLAIRE)ss.

On this 29 day of June, 2012, before me a Notary Public within and for said County and State, personally appeared Theron J. Berg, to me personally known, who being by me duly sworn did say that he is the Real Estate Manager of Menard, Inc., the corporation named in the foregoing instrument, and that the instrument was signed on behalf of the corporation by authority of its Board of Directors and Theron J. Berg acknowledged the instrument to be the free act and deed of the corporation.

Timothy Enyeart

Notary Public, Eau Claire County
My Commission is permanent.



Business Plan

Application for Liquor License, Checklist, Retail

1. Finger print cards for Charles D Bosselman, Jr. and Brian Fausch are current and on file with the Nebraska Liquor Control Commission.

A Spousal Affidavit of Non Participation is enclosed for Charles D. Bosselman Jr.'s spouse, Laura L. Bosselman.

2. Pump & Pantry #48 will operate under the same business model as the other 47 Pump & Pantry convenience stores operated by Bosselman Pump & Pantry, Inc.

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CONTROL COMMISSION

LIQUOR APPLICATION REPORT

PLANNING REPORT

DATE: 1/23/13

DUE DATE: 1/23/13

IS (xx) IS NOT () WITHIN THE CORPORATE LIMITS OF THE MUNICIPALITY

IF NOT, DO NOT PROCEED – NOTIFY THE MUNICIPAL CLERK'S OFFICE

AND RETURN THIS FORM

GENERAL INFORMATION:

APPLICANT: Pump & Pantry

LOCATION: 3441 E 24th Street, Fremont, NE 68005

REQUESTED LICENSE OR ACTION: Class CK liquor license

ANNEXATION DATE: N/A

ORDINANCE NUMBER: N/A

EXISTING ZONING: General Commercial (GC)

EXISTING LAND USE: General Commercial (GC)

ADJACENT LAND USE AND ZONING:

NORTH: General Commercial (GC)

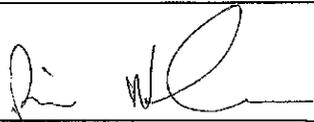
SOUTH: Community Commercial (CC)

EAST: General Commercial (GC)

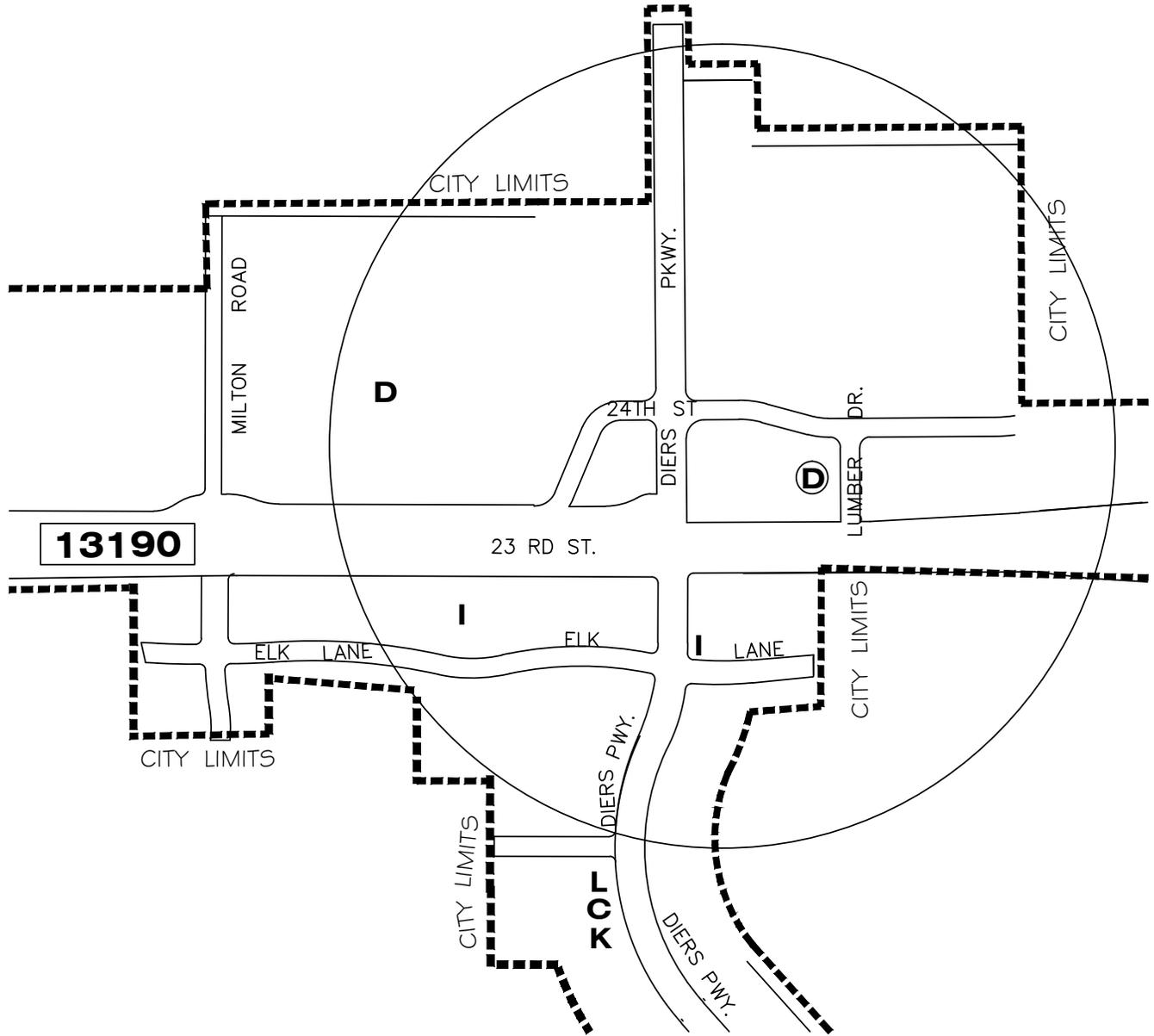
WEST: General Commercial (GC)

GENERAL NEIGHBORHOOD/AREA LAND USES: General Commercial (GC)

ANALYSIS OF NEIGHBORHOOD EFFECTS: No additional impacts upon the neighborhood are anticipated



SIGNED



License Class

A
B
C
D

I
K
L
W

(A) = Applicants Location

S = "School"

= = "School Crossing"

[Box] = Average Daily Traffic

Premise days of operation: ALL (M-T-W-T-F-S-S)

Premise hours of operation: 6:00AM to 11:00PM

7. Type of Food Service: Microwave Grill Kitchen

8. Employees: # 4 Full Time # 6 Part Time

Are any of the employee's under 21 years of age? Not yet known.

Have any of the employees ever been arrested and/or convicted of any criminal offense?

9. Manager Information:

Brian Fausch

Address: 1404 Meadow RD

Phone # 308-258-1639, 308-381-2800

Drivers License # G08033460 State NE

Length of time as manager: 3 years

Is anyone other than the manager responsible for the daily operation of the business?
Paul Riggs, Division Manager, 38-381-2800

10. Number of Licenses within competitive distance: 8

11. Does the establishment have gaming? Nebraska Lottery

12. Does the establishment sell tobacco products? Yes

13. Has this establishment's owners or any employee of this establishment ever been before the Nebraska Liquor Control Commission in a disciplinary hearing?

The Bosselman Companies has 50 liquor licenses in Nebraska. In 2012, there were two violations for selling alcohol to a minor. It is rare for Bosselman to have two violations in one year. Bosselman takes the sale of alcohol very seriously. Through the Bosselman Cares Program, every employee must be trained and certified with an approved program through the Nebraska Liquor Control Commission within 5 days of hire. Every employee must enter the buyer's date of birth into the cash register AND ask the buyer if they are old enough to purchase alcohol. If an employee sells alcohol to a minor the consequence is

immediate termination. Bosselman will be happy to answer any additional questions at the public hearing.

14. Please give the approximate number of police service calls to this establishment during the last year. N/A (NEW BUSINESS)

15. Is anyone other than those individuals previously listed, drawing a percentage of the profits of this establishment? No.

16. Please enclose copy of lease agreement. Property is owned by Bosselman Pump & Pantry, Inc.

Date received by Fremont Police Department _____

Date of Completed Investigation _____

Signature of Investigating Officer _____

Date of Hearing by Governing Body _____

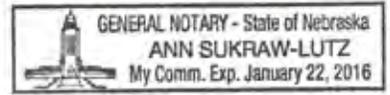
Governing Body Recommendation:

Signature of Applicant Brad Dowl Date 1/25/13

Printed Name of Applicant Bosselman Pump & Pantry, Inc.

Notary Ann Sukraw-Lutz

Falsification of any part of this application may result in criminal and civil penalties.



STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: KIM VOLK, CITY CLERK

DATE: JANUARY 24, 2013

SUBJECT: CLASS D LIQUOR LICENSE APPLICATION

Recommendation: 1. Move to recommend approval of application. 2. Approve Resolution recommending approval of Class D liquor license application of Bosselman Pump & Pantry Inc. dba Pump & Pantry #348, 3441 East 24th Street.

Background: Council will need to select an option in the Resolution.

Fiscal Impact: none

#5

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREMONT, NEBRASKA CONSIDERING THE APPLICATION OF THE CLASS D LIQUOR LICENSE FOR BOSSELMAN PUMP & PANTRY INC. DBA PUMP & PANTRY #348, 3441 EAST 24TH STREET, FREMONT, NEBRASKA.

WHEREAS, an application was filed by Bosselman Pump & Pantry Inc. dba Pump & Pantry #348, 3441 East 24th Street, Fremont, Nebraska for a class D liquor license; and,

WHEREAS, a public hearing notice was published in the Fremont Tribune as required by state law on January 21, 2013; and,

WHEREAS, a public hearing was held on January 29, 2013 for the purpose of discussing such liquor license application,

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

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

_____.
- o The City of Fremont hereby recommends denial of the above identified liquor license application for the following reasons: _____

_____.

PASSED AND APPROVED THIS _____ DAY OF _____, 2013.

SCOTT GETZSCHMAN, MAYOR

ATTEST:

Kimberly Volk, MMC, City Clerk

CITY COUNCIL MEETING
JANUARY 8, 2013
7:00 P.M. (draft)

After the 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 Johnson, Stange, Navarrette, Eairleywine, Bixby, Anderson, Hoppe and Kuhns present – 8 present, 0 absent.

Moved by Council Member Stange, seconded by Council Member Johnson to approve the consent agenda. Roll call vote: 8 ayes. Motion carried.

- Dispense with December 26, 2012 minutes
- December 27, 2012 to January 8, 2013 claims
- Resolution No. 2013-001 granting permission to consume alcohol on City property for Sheila Hull, July 20, 2013, Christensen Field, wedding; Sheila Hull, October 26, 2013, Christensen Field, wedding
- Resolution No. 2013-002 approving Special Designated Permit applications of Archbishop Bergan Booster Club, February 15 & 22, 2013, March 1, 8, 15 & 22, 2013, 431 North Union, beer garden
- Subordination agreement for Kelly Group, Inc. Community Development Block Grant Project (1997)
- Resolution No. 2013-003 awarding bid to Centurylink in the amount of \$179,195.06 for 911 Call Processing Equipment for the Public Service Answering Point Joint Communications Center
- Resolution No. 2013-004 to award bid to WS Bunch Company in the amount of \$200,065.00 for recoating interior of primary digester & dissolved air floatation tanks at Wastewater Treatment Plant
- Resolution No. 2013-005 to approve plans, specifications, cost estimate of \$279,000 and grant permission to advertise for bids for Sewer Extension District SE-802-12 and Water Main Extension across Highway 30 at County Rd 20 ¼
- Fremont Municipal Airport Disadvantaged Business Enterprise policy
- Federal Aviation Administration Airport Capital Improvement Plan for Fremont Municipal Airport

The City Clerk gave the first reading, by title only, of an ordinance implementing an occupation tax on solid waste collection hauling. The second reading will be at the next regular Council meeting.

The City Clerk gave the first reading, by title only, of an ordinance implementing an occupation tax on food services, drinking places and restaurants. The second reading will be at the next regular Council meeting.

Moved by Council Member Johnson, seconded by Council Member Stange to approve the professional services agreement with Civil Solutions, LLC in the amount of \$23,590.00 for engineering design of Pierce Street reconstruction (Linden to Military). Roll call vote: 8 ayes. Motion carried.

Moved by Council Member Eairleywine, seconded by Council Member Bixby to approve the professional services agreement with Civil Solutions, LLC in the amount of \$14,040.00 for engineering design of 20th Street reconstruction (Nye to H Street). Roll call vote: 8 ayes. Motion carried.

Moved by Council Member Anderson, seconded by Council Member Bixby to approve the professional services agreement with Civil Solutions, LLC in the amount of \$8,550.00 for engineering design of alley pavement construction between 5th & 6th Street and North Platte Avenue & North Logan Street. Roll call vote: 8 ayes. Motion carried.

The Mayor announced the next regular meeting will be January 29, 2013 at 7:00 p.m.

Moved by Council Member Navarrette, seconded by Council Member Anderson to adjourn the meeting. Roll call vote: 8 ayes. Motion carried. Meeting adjourned at 8:15 p.m.

I, Kimberly Volk, 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.

Kimberly Volk, MMC, City Clerk

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Jody Sanders, Director of Finance

DATE: January 24, 2013

SUBJECT: Claims

Recommendation: Move to approve January 9 through 29, 2013 claims and authorize checks to be drawn on the proper accounts except project progress payments.

Background: Council will review claims via email January 24, 2013 .

Fiscal Impact: Claims total \$1,119,983.66 (Project payments not included)

#7

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
0000584	00	CEI						
20130117		PR0117	00	01/17/2013	001-0000-201.00-00	PAYROLL SUMMARY	EFT:	17,111.55
						VENDOR TOTAL *	.00	17,111.55
0004234	00	DEPARTMENT OF UTILITIES C S						
20130117		PR0117	00	01/17/2013	001-0000-201.00-00	PAYROLL SUMMARY	EFT:	2,020.88
						VENDOR TOTAL *	.00	2,020.88
0005193	00	DEPARTMENT OF UTILITIES PAYROLL						
20130117		PR0117	00	01/17/2013	001-0000-201.00-00	PAYROLL SUMMARY	EFT:	44,743.67
						VENDOR TOTAL *	.00	44,743.67
0003359	00	DODGE COUNTY HUMANE SOCIETY						
JAN 2013		PI1963 027204	00	01/17/2013	001-1410-421.20-99	GENERAL	4,514.82	
						VENDOR TOTAL *	4,514.82	
0004629	00	INTERNAL REVENUE SERVICE **EFT**						
20130117		PR0117	00	01/17/2013	001-0000-201.00-00	PAYROLL SUMMARY	67,228.26	
						VENDOR TOTAL *	67,228.26	
0001274	00	NATIONWIDE RETIREMENT SOLUTIONS						
20130117		PR0117	00	01/17/2013	001-0000-201.00-00	PAYROLL SUMMARY	1,438.00	
						VENDOR TOTAL *	1,438.00	
0002006	00	NEBR DEPT OF REVENUE						
273392961	1212	PI1964 027490	00	01/17/2013	001-2026-451.20-99	BLANKET PURCHASE ORDER	6.92	
						VENDOR TOTAL *	6.92	
0003977	00	NEBR DEPT OF REVENUE						
13392961	1212	PI1965 027491	00	01/17/2013	001-2029-451.20-99	BLANKET PURCHASE ORDER	110.42	
						VENDOR TOTAL *	110.42	
0003375	00	STATE OF NEBRASKA - CELLULAR						
774159		PI1962 027187	00	01/17/2013	001-1015-415.20-12	BLANKET PURCHASE ORDER	909.38	
774159		PI1961 026977	00	01/17/2013	001-1209-421.30-79	GENERAL	65.56	
						VENDOR TOTAL *	974.94	
		00 General Fund				BANK TOTAL *	74,273.36	63,876.10

BANK: 01

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0005708	00	REGIONAL CARE INC						
01/02/13	MANUAL000141		01	01/02/2013	060-0660-441.70-03	01/02/13 ADMIN FEES	CHECK #: 100262	5,719.50
01/02/13	MANUAL000142		01	01/02/2013	060-0660-441.70-02	01/02/13 REINSURANCE	CHECK #: 100262	42,134.67
01/02/13	MANUAL000143		01	01/02/2013	060-0660-441.70-05	01/02/13 PPO	CHECK #: 100262	1,355.00
01/03/13	MANUAL000162		01	01/03/2013	060-0660-441.70-01	01/03/13 MANUAL CLAIMS	CHECK #: 100263	96,210.93
01/03/13	MANUAL000163		01	01/03/2013	060-0660-391.00-00	01/03/13 COBRA	CHECK #: 100263	4,409.00-
01/07/13	MANUAL000168		01	01/07/2013	060-0660-441.70-01	01/07/13 AUTO CLAIMS	CHECK #: 100264	2,288.32
01/09/13	MANUAL000169		01	01/09/2013	060-0660-441.70-01	01/09/2013 MANUAL CLAIMS	CHECK #: 100265	50,974.26
01/15/13	MANUAL000170		01	01/15/2013	060-0660-441.70-01	01/15/13 AUTO CLAIMS	CHECK #: 100266	1,300.32
						VENDOR TOTAL *	.00	195,574.00
		01 Employee Benefits				BANK TOTAL *	.00	195,574.00
						HAND ISSUED TOTAL ***		195,574.00
						EFT/EPAY TOTAL ***		63,876.10
						TOTAL EXPENDITURES ****	74,273.36	259,450.10
					GRAND TOTAL *****			333,723.46

Prepared 1/14/13, 15:04:11
Pay Date 1/17/13
Primary FIRST NATIONAL BANK

CITY of FREMONT
Direct Deposit Register

Page 30
Program PR530L

Account Number	Employee Name	Social Security	Deposit Amount
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Final Total 195,855.59 Count 191

PROGRAM: GM339L
 City of Fremont
 General Fund

AS OF: 01/16/2013 CHECK DATE: 01/17/2013

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	
0001068	00	DODGE COUNTY COURT							
J&R CNCRT #1149000173			00	01/16/2013	001-2027-452.20-60	CI 05 1367 J&R CONCRETE	4,100.00		
J&R CNCRT #1149000174			00	01/16/2013	001-2027-452.30-69	CI 05 1367 J&R CONCRETE	4,100.00		
J&R CNCRT #1149000175			00	01/16/2013	001-2027-452.20-60	CI 05 1367 J&R CONCRETE	412.00		
J&R CNCRT #1149000176			00	01/16/2013	001-2027-452.30-69	CI 05 1367 J&R CONCRETE	412.00		
VENDOR TOTAL *							9,024.00		
0005826	00	J & R CONCRETE & CONSTRUCTION LLC							
1149	PI1828		00	01/09/2013	001-2027-452.20-60	GENERAL	CHECK #: 69826	4,100.00-	
1149	PI1829		00	01/09/2013	001-2027-452.30-69	GENERAL	CHECK #: 69826	4,100.00-	
1149	PI1830		00	01/09/2013	001-2027-452.20-60	BLANKET PURCHASE ORDER	CHECK #: 69826	412.00-	
1149	PI1831		00	01/09/2013	001-2027-452.30-69	BLANKET PURCHASE ORDER	CHECK #: 69826	412.00-	
VENDOR TOTAL *							.00	9,024.00-	
0003977	00	NEBR DEPT OF REVENUE							
1770191 2012	PI2076	027809	00	01/16/2013	001-1206-422.20-99	FIELD PURCHASE ORDER	3.79		
1770191 2012	PI2077	027809	00	01/16/2013	001-1305-430.20-99	FIELD PURCHASE ORDER	.65		
11419447 2012	PI2074	027803	00	01/16/2013	001-2028-451.20-99	FIELD PURCHASE ORDER	1,184.77		
110039813 2012	PI2075	027804	00	01/16/2013	001-2030-451.20-99	FIELD PURCHASE ORDER	14,017.76		
1770191 2012	PI2078	027809	00	01/16/2013	012-2025-431.20-99	FIELD PURCHASE ORDER	28.13		
VENDOR TOTAL *							15,235.10		
00 General Fund							BANK TOTAL *	24,259.10	9,024.00-

PROGRAM: GM339L

AS OF: 01/16/2013

CHECK DATE: 01/17/2013

City of Fremont

Employee Benefits

BANK: 01

VEND NO	SEQ#	VENDOR NAME						EFT, EPAY OR
INVOICE	VOUCHER	P.O.	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	HAND-ISSUED
NO	NO	NO		DATE	NO	DESCRIPTION	AMOUNT	AMOUNT
0005708	00	REGIONAL CARE INC						
01/16/13	MANUAL000172		01	01/16/2013	060-0660-441.70-01	01/16/13 MANUAL CLAIMS	CHECK #: 100267	52,270.07
						VENDOR TOTAL *	.00	52,270.07
			01	Employee Benefits		BANK TOTAL *	.00	52,270.07

PROGRAM: GM339L

AS OF: 01/16/2013

CHECK DATE: 01/17/2013

City of Fremont

Keno Fund

BANK: 04

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0003558	00	NEBR DEPT OF REVENUE						
770191	DEC	2012PI2020	027236	04	01/16/2013	020-2066-490.60-11	FIELD PURCHASE ORDER	23,930.00
							VENDOR TOTAL *	23,930.00
				04	Keno Fund		BANK TOTAL *	23,930.00
							HAND ISSUED TOTAL ***	43,246.07
							TOTAL EXPENDITURES ****	48,189.10
						GRAND TOTAL *****		91,435.17

BANK: 00

VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0000956 228301	00	A & A DRUG CO INC PI2089 027098	00	01/30/2013	001-1206-422.30-33	BLANKET PURCHASE ORDER	54.95	
						VENDOR TOTAL *	54.95	
0000957 13-3592	00	AAA GARAGE DOOR INC PI2216 027644	00	01/30/2013	001-2026-451.20-60	GENERAL	69.00	
						VENDOR TOTAL *	69.00	
0006228 2013 J SPIKE 2013 J SPIKE	00	ACCESS ELECTRICAL SYSTEMS INC 000177 000178	00	01/30/2013 01/30/2013	001-0100-399.00-00 001-1003-320.00-00	ACCESS ELEC/J SPIKE LICNS ACCESS ELEC/J SPIKE LICNS	60.00 15.00	
						VENDOR TOTAL *	75.00	
0000959 68657/3 68717/3 68874/3 68769/3	00	ACE HARDWARE PI2087 027097 PI2088 027097 PI2275 027097 PI2333 027097	00	01/30/2013 01/30/2013 01/30/2013 01/30/2013	001-2027-452.30-49 001-2027-452.30-49 001-2027-452.30-49 001-2031-455.30-49	BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER	35.41 36.97 44.90 65.97	
						VENDOR TOTAL *	183.25	
0002923 1802	00	ACKER EXCAVATING, DOYLE PI2188 027401	00	01/30/2013	012-2025-431.20-95	FIELD PURCHASE ORDER	4,270.00	
						VENDOR TOTAL *	4,270.00	
0000960 1776 1777	00	ADAMS OIL INC PI2265 027796 PI2266 027796	00	01/30/2013 01/30/2013	001-1206-422.30-44 012-2025-431.30-44	FIELD PURCHASE ORDER FIELD PURCHASE ORDER	1,173.25 1,515.15	
						VENDOR TOTAL *	2,688.40	
0002952 401305-01	00	ALAMAR UNIFORMS PI2307 027465	00	01/30/2013	001-1209-421.30-68	GENERAL	124.45	
						VENDOR TOTAL *	124.45	
0000965 57474 57474	00	ALL SYSTEMS LLC PI2081 026973 PI2082 026973	00	01/30/2013 01/30/2013	001-2026-451.20-60 001-2026-451.30-56	GENERAL GENERAL	240.00 454.00	
						VENDOR TOTAL *	694.00	
0005290 044706631705 054211572729 196683614433 202391701304 186805827250 196684030079	00	AMAZON PI2382 027830 PI2358 027209 PI2359 027209 PI2360 027209 PI2378 027209 PI2379 027209	00	01/30/2013 01/30/2013 01/30/2013 01/30/2013 01/30/2013 01/30/2013	001-2024-416.30-51 001-2031-455.30-51 001-2031-455.30-51 001-2031-455.30-51 001-2031-455.30-51 001-2031-455.30-51	GENERAL BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER	110.32 6.63 149.85 32.32 67.50 20.00	
						VENDOR TOTAL *	386.62	
0003533 28462715	00	AMERICAN LIBRARY ASSOC - ATLANTA PI2247 027744	00	01/30/2013	001-2031-455.30-51	GENERAL	49.50	

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
0003533	00	AMERICAN LIBRARY ASSOC - ATLANTA						
						VENDOR TOTAL *	49.50	
0000982 43019	00	ARMS & AMMO SPORTING GOODS PI2055 027722 00	00	01/30/2013	001-1209-421.30-68	FIELD PURCHASE ORDER	20.88	
						VENDOR TOTAL *	20.88	
0000983 1217 1227 1239 1249	00	ARPS RED-E-MIX INC PI2090 027100 00 PI1968 027100 00 PI2091 027100 00 PI2276 027100 00	00	01/30/2013	001-2027-452.30-69 012-2025-431.30-69 012-2025-431.30-69 012-2025-431.30-69	BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER	320.25 226.00 147.00 244.00	
						VENDOR TOTAL *	937.25	
0006221 A104597 A104597	00	AUTO TRANS MATIC INC PI2228 027706 00 PI2229 027706 00	00	01/30/2013	001-1209-421.20-60 001-1209-421.30-63	FIELD PURCHASE ORDER FIELD PURCHASE ORDER	450.00 1,000.00	
						VENDOR TOTAL *	1,450.00	
0003298 1652325984 1652325244 1652325306 1652334230	00	AUTOZONE INC PI2094 027101 00 PI2092 027101 00 PI2093 027101 00 PI2277 027101 00	00	01/30/2013	001-1206-422.30-63 001-1209-421.30-63 001-1209-421.30-63 012-2025-431.30-56	BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER	27.41 102.00 31.44 36.00	
						VENDOR TOTAL *	196.85	
0005379 913541 913396	00	AXIS CAPITAL INC PI1998 027190 00 PI1997 027190 00	00	01/30/2013	001-1011-419.40-90 001-1015-415.20-47	BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER	556.16 16.92	
						VENDOR TOTAL *	573.08	
0005217 0005248 0005248	00	A1 LOCK SHOP PI2083 027096 00 PI2084 027096 00	00	01/30/2013	001-1209-421.20-60 001-1209-421.30-33	BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER	45.00 40.05	
						VENDOR TOTAL *	85.05	
0002763 2027666841 2027701088 2027706881 2027714071 5012369713 0000138185 0000138186	00	BAKER & TAYLOR BOOKS PI2001 027208 00 PI2002 027208 00 PI2003 027208 00 PI2356 027208 00 PI2357 027208 00 PI2371 027763 00 PI2372 027763 00	00	01/30/2013	001-2031-455.30-51 001-2031-455.30-51 001-2031-455.30-51 001-2031-455.30-51 001-2031-455.30-51 001-2031-455.30-51 001-2031-455.30-51	BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER GENERAL GENERAL	2,207.04 27.09 336.54 514.39 67.70 1,077.84 1,645.44	
						VENDOR TOTAL *	5,876.04	
0003423 M03963510 M05038290	00	BAKER & TAYLOR ENTERTAINMENT PI2007 027214 00 PI2364 027214 00	00	01/30/2013	001-2031-455.30-51 001-2031-455.30-51	BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER	214.40 97.90	

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
0003423	00	BAKER & TAYLOR ENTERTAINMENT						
						VENDOR TOTAL *	312.30	
0004311	00	BAUER BUILT INC						
880019787		PI2097 027102 00		01/30/2013	001-1209-421.20-60	BLANKET PURCHASE ORDER	12.00	
880019787		PI2098 027102 00		01/30/2013	001-1209-421.30-63	BLANKET PURCHASE ORDER	4.50	
880019941		PI2099 027102 00		01/30/2013	001-1209-421.20-60	BLANKET PURCHASE ORDER	12.00	
880019941		PI2100 027102 00		01/30/2013	001-1209-421.30-63	BLANKET PURCHASE ORDER	15.00	
880019695		PI2095 027102 00		01/30/2013	001-2027-452.20-60	BLANKET PURCHASE ORDER	8.00	
880019695		PI2096 027102 00		01/30/2013	001-2027-452.30-56	BLANKET PURCHASE ORDER	14.64	
880020005		PI2101 027102 00		01/30/2013	001-2042-440.20-60	BLANKET PURCHASE ORDER	32.00	
880020005		PI2102 027102 00		01/30/2013	001-2042-440.30-63	BLANKET PURCHASE ORDER	26.00	
880019780		PI2231 027713 00		01/30/2013	012-2025-431.30-63	FIELD PURCHASE ORDER	477.36	
880020022		PI2278 027102 00		01/30/2013	012-2025-431.20-60	BLANKET PURCHASE ORDER	12.00	
880020022		PI2279 027102 00		01/30/2013	012-2025-431.30-63	BLANKET PURCHASE ORDER	4.50	
880020053		PI2280 027102 00		01/30/2013	012-2025-431.20-60	BLANKET PURCHASE ORDER	49.00	
880020053		PI2281 027102 00		01/30/2013	012-2025-431.30-56	BLANKET PURCHASE ORDER	43.08	
						VENDOR TOTAL *	710.08	
9999999	00	BENDIG, LYNETTE						
58991	BENDIG	000179	00	01/30/2013	001-0000-202.04-00	LYNETTE BENDIG/MOLLER DEP	100.00	
						VENDOR TOTAL *	100.00	
0005162	00	BLT PLUMBING HEATING & A/C INC						
PERMIT #E759		000180	00	01/30/2013	001-1003-320.00-00	EXC #759 1425 E MILITARY	157.00	
6844		PI2308 027509 00		01/30/2013	001-2026-451.20-60	BLANKET PURCHASE ORDER	90.00	
6844		PI2309 027509 00		01/30/2013	001-2026-451.30-49	BLANKET PURCHASE ORDER	115.23	
6822		PI2212 027619 00		01/30/2013	012-2025-431.20-60	FIELD PURCHASE ORDER	140.00	
6822		PI2213 027619 00		01/30/2013	012-2025-431.30-49	FIELD PURCHASE ORDER	360.00	
						VENDOR TOTAL *	862.23	
0004035	00	BOMGAARS SUPPLY INC						
1627518		PI2103 027104 00		01/30/2013	001-2027-452.30-49	BLANKET PURCHASE ORDER	57.12	
1369755		PI2241 027737 00		01/30/2013	001-2027-452.30-49	GENERAL	495.84	
1627806		PI2334 027104 00		01/30/2013	001-2027-452.30-49	BLANKET PURCHASE ORDER	30.55	
1627987		PI2335 027104 00		01/30/2013	001-2027-452.30-49	BLANKET PURCHASE ORDER	14.99	
1627987		PI2336 027104 00		01/30/2013	001-2027-452.30-79	BLANKET PURCHASE ORDER	21.99	
1626802		PI1969 027104 00		01/30/2013	012-2025-431.30-56	BLANKET PURCHASE ORDER	59.80	
1627524		PI2104 027104 00		01/30/2013	012-2025-431.30-79	BLANKET PURCHASE ORDER	9.98	
1627596		PI2105 027104 00		01/30/2013	012-2025-431.30-44	BLANKET PURCHASE ORDER	77.59	
1628000		PI2282 027104 00		01/30/2013	012-2025-431.30-76	BLANKET PURCHASE ORDER	9.15	
						VENDOR TOTAL *	777.01	
0001011	00	C & J UPHOLSTERY						
023482		PI2063 027766 00		01/30/2013	001-2027-452.20-60	GENERAL	75.00	
						VENDOR TOTAL *	75.00	
0005030	00	CENTER POINT LARGE PRINT						
1068750		PI2366 027217 00		01/30/2013	001-2031-455.30-51	BLANKET PURCHASE ORDER	336.72	

PROGRAM: GM339L

AS OF: 01/30/2013 CHECK DATE: 01/30/2013

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
0005030	00	CENTER POINT LARGE PRINT						
						VENDOR TOTAL *	336.72	
0002675	00	CENTURYLINK (QWEST)						
4027538697	0113PI1994	027177	00	01/30/2013	001-1011-419.20-12	BLANKET PURCHASE ORDER	80.95	
402D250330	0113PI1987	027177	00	01/30/2013	001-1015-415.20-12	BLANKET PURCHASE ORDER	80.76	
402D254102	0113PI1988	027177	00	01/30/2013	001-1015-415.20-12	BLANKET PURCHASE ORDER	80.76	
402D254115	0113PI1989	027177	00	01/30/2013	001-1015-415.20-12	BLANKET PURCHASE ORDER	85.56	
402D254121	0113PI1990	027177	00	01/30/2013	001-1015-415.20-12	BLANKET PURCHASE ORDER	155.60	
4027272600	0113PI1992	027177	00	01/30/2013	001-1015-415.20-12	BLANKET PURCHASE ORDER	4.26	
						VENDOR TOTAL *	487.89	
0002177	00	CERTIFIED LABORATORIES (TEXAS)						
957923	PI2226	027690	00	01/30/2013	012-2025-431.30-32	FIELD PURCHASE ORDER	230.00	
						VENDOR TOTAL *	230.00	
0002921	00	COLOMBO CANDY & TOBACCO WHOLESALE						
254072	PI2145	027151	00	01/30/2013	001-2029-451.30-41	BLANKET PURCHASE ORDER	17.15	
						VENDOR TOTAL *	17.15	
0005994	00	CONSOLIDATED MANAGEMENT CO						
202946	PI2272	027808	00	01/30/2013	001-1209-421.20-13	GENERAL	69.75	
202971	PI2325	027808	00	01/30/2013	001-1209-421.20-13	GENERAL	106.75	
						VENDOR TOTAL *	176.50	
0006082	00	CREDIT MANAGEMENT SERVICES INC						
010413	PI2022	027277	00	01/30/2013	001-1206-422.20-99	BLANKET PURCHASE ORDER	52.00	
						VENDOR TOTAL *	52.00	
0001643	00	CULLIGAN OF OMAHA						
859245	PI1979	027160	00	01/30/2013	001-1209-421.20-99	BLANKET PURCHASE ORDER	39.00	
859456	PI2291	027160	00	01/30/2013	001-1209-421.20-99	BLANKET PURCHASE ORDER	33.00	
						VENDOR TOTAL *	72.00	
0006164	00	DATA BANK IMX LLC						
I61000544	PI1999	027203	00	01/30/2013	001-1011-419.20-65	BLANKET PURCHASE ORDER	340.00	
I61000544	PI2000	027203	00	01/30/2013	001-1011-419.40-99	BLANKET PURCHASE ORDER	1,600.00	
						VENDOR TOTAL *	1,940.00	
0001063	00	DIAMOND VOGEL PAINT CTR						
522121574	PI1970	027110	00	01/30/2013	001-2026-451.30-49	BLANKET PURCHASE ORDER	45.43	
522121536	PI2106	027110	00	01/30/2013	001-2026-451.30-49	BLANKET PURCHASE ORDER	83.18	
522121671	PI2283	027110	00	01/30/2013	001-2026-451.30-49	BLANKET PURCHASE ORDER	38.79	
522121676	PI2284	027110	00	01/30/2013	001-2026-451.30-49	BLANKET PURCHASE ORDER	27.98	
						VENDOR TOTAL *	195.38	
0002897	00	DIERS INC						
105900P	PI1971	027111	00	01/30/2013	001-1209-421.30-63	BLANKET PURCHASE ORDER	60.89	
105932P	PI1972	027111	00	01/30/2013	001-1209-421.30-63	BLANKET PURCHASE ORDER	12.38	

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VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0002897	00	DIERS INC						
105976P		PI1973 027111	00	01/30/2013	001-1209-421.30-63	BLANKET PURCHASE ORDER	135.63	
105981P		PI1974 027111	00	01/30/2013	001-1209-421.30-63	BLANKET PURCHASE ORDER	12.38	
105992P		PI2107 027111	00	01/30/2013	001-1209-421.30-63	BLANKET PURCHASE ORDER	275.15	
106005P		PI2108 027111	00	01/30/2013	001-1209-421.30-63	BLANKET PURCHASE ORDER	56.94	
305744		PI2109 027111	00	01/30/2013	001-1209-421.20-60	BLANKET PURCHASE ORDER	263.73	
305744		PI2110 027111	00	01/30/2013	001-1209-421.30-63	BLANKET PURCHASE ORDER	53.75	
106033P		PI2285 027111	00	01/30/2013	001-1209-421.30-63	BLANKET PURCHASE ORDER	211.55	
106035P		PI2286 027111	00	01/30/2013	001-1209-421.30-63	BLANKET PURCHASE ORDER	20.23	
305848		PI2111 027111	00	01/30/2013	012-2025-431.20-60	BLANKET PURCHASE ORDER	49.95	
305848		PI2112 027111	00	01/30/2013	012-2025-431.30-56	BLANKET PURCHASE ORDER	5.00	
						VENDOR TOTAL *	1,157.58	
0003410	00	DODD ENGINEERING & SURVEYING LLC						
1838		PI2375 027789	00	01/30/2013	041-2098-431.20-29	BLANKET PURCHASE ORDER	10,772.00	
						VENDOR TOTAL *	10,772.00	
0001070	00	DODGE COUNTY REGISTER OF DEEDS						
201300109		PI2179 027186	00	01/30/2013	001-1003-415.20-33	BLANKET PURCHASE ORDER	10.00	
201300110		PI2180 027186	00	01/30/2013	001-1003-415.20-33	BLANKET PURCHASE ORDER	10.00	
201300247		PI2181 027186	00	01/30/2013	001-1003-415.20-33	BLANKET PURCHASE ORDER	10.00	
201300248		PI2182 027186	00	01/30/2013	001-1003-415.20-33	BLANKET PURCHASE ORDER	10.00	
201300249		PI2183 027186	00	01/30/2013	041-2098-431.20-33	BLANKET PURCHASE ORDER	16.00	
						VENDOR TOTAL *	56.00	
0003087	00	EAKES OFFICE PLUS INC						
6022709-0		PI2234 027716	00	01/30/2013	001-1206-422.30-31	GENERAL	79.57	
6017794-2		PI2221 027683	00	01/30/2013	001-1209-421.30-31	GENERAL	39.00	
6017794-3		PI2222 027683	00	01/30/2013	001-1209-421.30-31	GENERAL	23.33	
6034328-0		PI2223 027683	00	01/30/2013	001-1209-421.30-31	GENERAL	161.53	
S 72894		PI2036 027482	00	01/30/2013	001-2031-455.20-99	GENERAL	34.12	
						VENDOR TOTAL *	337.55	
0003619	00	EBSCO						
1422850		PI2270 027801	00	01/30/2013	001-2031-455.30-51	GENERAL	1,013.00	
						VENDOR TOTAL *	1,013.00	
0003279	00	EMERGENCY MEDICAL PRODUCTS INC						
1521592		PI2235 027720	00	01/30/2013	001-1206-422.30-33	GENERAL	424.96	
						VENDOR TOTAL *	424.96	
0006168	00	ENVISION: CREATIVE SOLUTIONS						
112112		PI2238 027730	00	01/30/2013	024-0772-490.20-99	FIELD PURCHASE ORDER	120.00	
						VENDOR TOTAL *	120.00	
9999999	00	EVANGELICA FREE CHURCH						
58980 E		FREE CH000181	00	01/30/2013	001-0000-202.04-00	EVANGELICA CHUR SFTBL KEY	30.00	
						VENDOR TOTAL *	30.00	

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VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0002050	00	FASTENAL COMPANY						
NEFRE95253	PI2113	027114	00	01/30/2013	001-2027-452.30-49	BLANKET PURCHASE ORDER	94.60	
NEFRE95423	PI2115	027114	00	01/30/2013	001-2027-452.30-49	BLANKET PURCHASE ORDER	103.32	
NEFRE95605	PI2338	027114	00	01/30/2013	001-2027-452.30-49	BLANKET PURCHASE ORDER	53.42	
NEFRE95614	PI2339	027114	00	01/30/2013	001-2027-452.30-49	BLANKET PURCHASE ORDER	25.42	
NEFRE95661	PI2340	027114	00	01/30/2013	001-2027-452.30-49	BLANKET PURCHASE ORDER	11.10	
NEFRE95662	PI2341	027114	00	01/30/2013	001-2027-452.30-49	BLANKET PURCHASE ORDER	10.80	
NEFRE95337	PI2114	027114	00	01/30/2013	012-2025-431.30-56	BLANKET PURCHASE ORDER	61.18	
NEFRE95490	PI2116	027114	00	01/30/2013	012-2025-431.30-76	BLANKET PURCHASE ORDER	178.70	
NEFRE95562	PI2337	027114	00	01/30/2013	012-2025-431.30-76	BLANKET PURCHASE ORDER	.55	
						VENDOR TOTAL *	516.89	
0003268	00	FIREGUARD INC						
50634	PI2217	027652	00	01/30/2013	001-1206-422.40-90	GENERAL	2,442.11	
50774	PI2296	027239	00	01/30/2013	001-1206-422.30-56	BLANKET PURCHASE ORDER	75.00	
						VENDOR TOTAL *	2,517.11	
0006102	00	FLATWATER FOOLS						
13-001	PI2251	027748	00	01/30/2013	001-1206-422.20-13	GENERAL	1,190.00	
						VENDOR TOTAL *	1,190.00	
0001102	00	FOOD-4-LESS						
187344	PI2014	027230	00	01/30/2013	001-2031-455.30-79	BLANKET PURCHASE ORDER	25.74	
						VENDOR TOTAL *	25.74	
0001106	00	FREMONT APPLIANCE						
COMAIR	PI2256	027762	00	01/30/2013	029-2034-466.30-79	FIELD PURCHASE ORDER	337.88	
						VENDOR TOTAL *	337.88	
0001107	00	FREMONT AREA MEDICAL CENTER						
233517	123012	PI2172	027179	00	01/30/2013	001-1206-422.30-33	BLANKET PURCHASE ORDER	1,323.29
8749971	CRESS	PI1995	027179	00	01/30/2013	001-1209-421.20-99	BLANKET PURCHASE ORDER	64.25
8745355	KNIEVEL	PI2173	027179	00	01/30/2013	001-1209-421.20-99	BLANKET PURCHASE ORDER	64.25
						VENDOR TOTAL *	1,451.79	
0003360	00	FREMONT AVIATION						
NOV-DEC 2012	PI2021	027237	00	01/30/2013	029-2034-466.20-99	FIELD PURCHASE ORDER	2,796.00	
						VENDOR TOTAL *	2,796.00	
0001112	00	FREMONT ELECTRIC INC						
30473	PI2043	027507	00	01/30/2013	001-2042-440.20-60	BLANKET PURCHASE ORDER	200.00	
30473	PI2044	027507	00	01/30/2013	001-2042-440.30-48	BLANKET PURCHASE ORDER	274.58	
30405	PI2193	027507	00	01/30/2013	001-2042-440.20-60	BLANKET PURCHASE ORDER	50.00	
30405	PI2194	027507	00	01/30/2013	001-2042-440.30-48	BLANKET PURCHASE ORDER	60.93	
30426	PI2195	027507	00	01/30/2013	012-2025-431.20-60	BLANKET PURCHASE ORDER	200.00	
30426	PI2196	027507	00	01/30/2013	012-2025-431.30-48	BLANKET PURCHASE ORDER	188.68	
30378	PI2253	027754	00	01/30/2013	029-2034-466.20-60	FIELD PURCHASE ORDER	367.50	
30378	PI2254	027754	00	01/30/2013	029-2034-466.30-49	FIELD PURCHASE ORDER	170.36	
						VENDOR TOTAL *	1,512.05	

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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
0004239 011713	00	FREMONT HIGH SCHOOL PI2329 027822	00	01/30/2013	001-2029-451.20-16	GENERAL	74.75	
						VENDOR TOTAL *	74.75	
0003332 2013-1	00	FREMONT HOUSING AUTHORITY PI2271 027806	00	01/30/2013	001-1209-421.20-70	GENERAL	1,500.00	
						VENDOR TOTAL *	1,500.00	
0001117 011113	00	FREMONT LOCK & KEY LLC PI2050 027654	00	01/30/2013	001-1206-422.30-56	GENERAL	215.00	
						VENDOR TOTAL *	215.00	
0001119 010213	00	FREMONT MONUMENT CO PI2273 027815	00	01/30/2013	001-2042-440.20-99	BLANKET PURCHASE ORDER	200.00	
						VENDOR TOTAL *	200.00	
0004256 76109601	00 1/13	FREMONT NATIONAL BANK & TRUST CO 000182	00	01/30/2013	018-0418-490.60-01	SWIM POOL DATED 10/04/11	EFT:	44,430.00
						VENDOR TOTAL *	.00	44,430.00
0001124 13055 13055 13065	00	FREMONT PRINTING CO PI2215 027633 PI2214 027623 PI2051 027662	00	01/30/2013	001-1004-424.30-35 001-1015-415.30-35 001-2027-452.30-35	GENERAL BLANKET PURCHASE ORDER GENERAL	1,118.95 182.35 32.95	
						VENDOR TOTAL *	1,334.25	
0001125 DEC 12 TOBACCO NOV/DEC '12 LQR	00	FREMONT PUBLIC SCHOOLS 000183	00	01/30/2013	001-0000-208.00-00	DEC 12 TOBACCO LICENSE	435.00	
					001-1003-320.00-00	NOV/DEC 12 LIQUOR LICENSE	1,200.00	
						VENDOR TOTAL *	1,635.00	
0001131 72386 72389 72389 72389 72375 20170532 72389 72388 72389 72357	00	FREMONT TRIBUNE PI2161 027176 PI2163 027176 PI2164 027176 PI2165 027176 PI2159 027176 PI2155 027176 PI2166 027176 PI2162 027176 PI2167 027176 PI2157 027176	00	01/30/2013	001-1003-415.20-33 001-1003-415.20-33 001-2021-412.20-33 001-2027-452.20-33 001-2028-451.40-13 001-2029-451.20-33 001-2031-455.20-33 024-0772-490.20-33 029-2034-466.20-33 032-0787-490.20-33	BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER	31.62 2.35 4.70 2.35 81.63 64.80 2.35 3.93 2.32 4.91	
						VENDOR TOTAL *	200.96	
0006182 116282 115434 116278 115428	00	FREMONT TRUCK & AUTO PARTS INC PI2300 027294 PI2024 027294 PI2299 027294 PI2023 027294	00	01/30/2013	001-1004-424.30-63 001-1209-421.30-63 001-1209-421.30-63 001-2027-452.30-63	BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER	11.29 119.40 39.74 57.98	

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VEND NO	SEQ#	VENDOR NAME							EFT, EPAY OR
INVOICE	VOUCHER	P.O.	BNK	CHECK/DUE	ACCOUNT	ITEM		CHECK	HAND-ISSUED
NO	NO	NO		DATE	NO	DESCRIPTION		AMOUNT	AMOUNT
0006182	00	FREMONT TRUCK & AUTO PARTS	INC						
115633		PI2027	027294	00	01/30/2013	001-2027-452.30-44	BLANKET PURCHASE ORDER	12.26	
115726		PI2029	027294	00	01/30/2013	001-2027-452.30-63	BLANKET PURCHASE ORDER	15.05	
115443		PI2025	027294	00	01/30/2013	012-2025-431.30-63	BLANKET PURCHASE ORDER	379.78	
115498		PI2026	027294	00	01/30/2013	012-2025-431.30-63	BLANKET PURCHASE ORDER	25.70	
115649		PI2028	027294	00	01/30/2013	012-2025-431.30-63	BLANKET PURCHASE ORDER	379.78-	
115743		PI2030	027294	00	01/30/2013	012-2025-431.30-63	BLANKET PURCHASE ORDER	8.64	
115865		PI2031	027294	00	01/30/2013	012-2025-431.30-63	BLANKET PURCHASE ORDER	68.14	
115901		PI2032	027294	00	01/30/2013	012-2025-431.30-79	BLANKET PURCHASE ORDER	71.88	
115723		PI2187	027294	00	01/30/2013	012-2025-431.30-79	BLANKET PURCHASE ORDER	38.99	
115956		PI2298	027294	00	01/30/2013	012-2025-431.30-63	BLANKET PURCHASE ORDER	344.36	
116290		PI2301	027294	00	01/30/2013	012-2025-431.30-56	BLANKET PURCHASE ORDER	5.82	
							VENDOR TOTAL *	819.25	
0001132	00	FREMONT WINNELSON CO							
254043-00		PI2058	027739	00	01/30/2013	001-2027-452.30-49	GENERAL	310.27	
							VENDOR TOTAL *	310.27	
0004897	00	GALE							
98096090		PI2004	027211	00	01/30/2013	001-2031-455.30-51	BLANKET PURCHASE ORDER	47.23	
98096338		PI2005	027211	00	01/30/2013	001-2031-455.30-51	BLANKET PURCHASE ORDER	216.65	
98105423		PI2006	027211	00	01/30/2013	001-2031-455.30-51	BLANKET PURCHASE ORDER	19.46	
98152385		PI2361	027211	00	01/30/2013	001-2031-455.30-51	BLANKET PURCHASE ORDER	23.99	
98186942		PI2362	027211	00	01/30/2013	001-2031-455.30-51	BLANKET PURCHASE ORDER	236.91	
98202287		PI2363	027211	00	01/30/2013	001-2031-455.30-51	BLANKET PURCHASE ORDER	71.22	
							VENDOR TOTAL *	615.46	
0003498	00	GAYLORD BROS INC							
2119107		PI2312	027611	00	01/30/2013	001-2031-455.30-31	GENERAL	136.34	
							VENDOR TOTAL *	136.34	
0004197	00	GENERAL RADIOLOGY PC							
123112	CHRISMAN	PI2294	027182	00	01/30/2013	001-1209-421.20-35	BLANKET PURCHASE ORDER	49.50	
							VENDOR TOTAL *	49.50	
0001148	00	GOREE BACKHOE & EXCAVATING	INC						
6965		PI2189	027402	00	01/30/2013	012-2025-431.20-95	FIELD PURCHASE ORDER	3,080.00	
							VENDOR TOTAL *	3,080.00	
0003481	00	GRAPHIC SCREEN PRINTING							
22219		PI2052	027677	00	01/30/2013	001-1209-421.30-52	GENERAL	52.00	
							VENDOR TOTAL *	52.00	
0001933	00	HARDING & SCHULTZ PC LLO							
37504M	010213	PI2197	027528	00	01/30/2013	001-1007-415.20-34	BLANKET PURCHASE ORDER	4,253.70	
							VENDOR TOTAL *	4,253.70	
9999999	00	HASSLER, JO							
58839	HASSLER	000185		00	01/30/2013	001-0000-202.04-00	JO HASSLER/MOLLER DEPOSIT	100.00	

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VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
9999999	00	HASSLER, JO						
						VENDOR TOTAL *	100.00	
9999999	00	HOBACK, RHONDA						
58886	HOBACK	000186	00	01/30/2013	001-2029-347.00-00	RHONDA HOBACK/BOWLING REF	30.00	
						VENDOR TOTAL *	30.00	
0006229	00	HSMC ORIZON LLC						
1037876		PI2327 027819	00	01/30/2013	001-1001-413.20-34	BLANKET PURCHASE ORDER	1,564.29	
1037876		PI2328 027819	00	01/30/2013	001-1015-415.20-43	BLANKET PURCHASE ORDER	3,128.59	
						VENDOR TOTAL *	4,692.88	
0001920	00	HUSKER CHEM SALES						
0064081-IN		PI2192 027419	00	01/30/2013	012-2025-431.30-32	FIELD PURCHASE ORDER	1,331.90	
						VENDOR TOTAL *	1,331.90	
0005305	00	IMAGE TREND INC						
23995		PI2269 027800	00	01/30/2013	001-1206-419.20-65	GENERAL	1,500.00	
						VENDOR TOTAL *	1,500.00	
0003621	00	INGRAM LIBRARY SERVICES						
08558119		PI2008 027215	00	01/30/2013	001-2031-455.30-51	BLANKET PURCHASE ORDER	107.21	
08664651		PI2009 027215	00	01/30/2013	001-2031-455.30-51	BLANKET PURCHASE ORDER	191.88	
08820503		PI2365 027215	00	01/30/2013	001-2031-455.30-51	BLANKET PURCHASE ORDER	56.22	
						VENDOR TOTAL *	355.31	
0000485	00	INTERSTATE BATTERY SYSTEM						
88098327		PI2262 027770	00	01/30/2013	001-1206-422.30-63	FIELD PURCHASE ORDER	209.90	
88098328		PI2297 027267	00	01/30/2013	012-2025-431.30-63	FIELD PURCHASE ORDER	215.90	
						VENDOR TOTAL *	425.80	
0004715	00	INTL CODE COUNCIL INC/DUES						
0220220	0113	PI2061 027755	00	01/30/2013	001-1004-424.20-93	GENERAL	125.00	
						VENDOR TOTAL *	125.00	
0003084	00	JACK'S UNIFORMS & EQUIPMENT						
38285A		PI2236 027721	00	01/30/2013	001-1209-421.20-11	GENERAL	10.99	
38285A		PI2237 027721	00	01/30/2013	001-1209-421.30-52	GENERAL	55.90	
						VENDOR TOTAL *	66.89	
0003074	00	JACKSON SERVICES INC						
JAN 2013		PI2350 027175	00	01/30/2013	001-1004-424.20-99	BLANKET PURCHASE ORDER	66.36	
JAN 2013		PI2351 027175	00	01/30/2013	001-1206-422.20-91	BLANKET PURCHASE ORDER	53.00	
JAN 2013		PI2352 027175	00	01/30/2013	001-1209-421.20-91	BLANKET PURCHASE ORDER	287.25	
JAN 2013		PI2353 027175	00	01/30/2013	001-2027-452.20-99	BLANKET PURCHASE ORDER	190.26	
JAN 2013		PI2354 027175	00	01/30/2013	001-2031-455.20-99	BLANKET PURCHASE ORDER	144.00	
JAN 2013		PI2355 027175	00	01/30/2013	012-2025-431.20-99	BLANKET PURCHASE ORDER	527.32	
						VENDOR TOTAL *	1,268.19	

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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
0001176	00	JENSEN TIRE CO						
277301		PI2117 027121	00	01/30/2013	001-2027-452.20-60	BLANKET PURCHASE ORDER	27.00	
277301		PI2118 027121	00	01/30/2013	001-2027-452.30-56	BLANKET PURCHASE ORDER	187.90	
277372		PI2119 027121	00	01/30/2013	001-2027-452.20-60	BLANKET PURCHASE ORDER	13.50	
277372		PI2120 027121	00	01/30/2013	001-2027-452.30-56	BLANKET PURCHASE ORDER	93.95	
277568		PI2342 027121	00	01/30/2013	001-2027-452.20-60	BLANKET PURCHASE ORDER	12.00	
277568		PI2343 027121	00	01/30/2013	001-2027-452.30-56	BLANKET PURCHASE ORDER	183.90	
						VENDOR TOTAL *	518.25	
0001426	00	JEO CONSULTING GROUP INC						
71396		PI2059 027743	00	01/30/2013	001-1305-430.20-99	FIELD PURCHASE ORDER	4,993.00	
						VENDOR TOTAL *	4,993.00	
0006220	00	JONES & BARTLETT LEARNING LLC						
B0663593		PI2227 027705	00	01/30/2013	001-1206-422.30-51	GENERAL	123.00	
						VENDOR TOTAL *	123.00	
0004708	00	KENCO LEASING COMPANY						
028451		PI2153 027172	00	01/30/2013	001-1209-421.20-70	BLANKET PURCHASE ORDER	75.00	
028466		PI2154 027172	00	01/30/2013	001-1209-421.20-70	BLANKET PURCHASE ORDER	300.00	
						VENDOR TOTAL *	375.00	
0006205	00	KENDIG KEAST COLLABORATIVE						
17986		PI2199 027533	00	01/30/2013	001-2024-416.20-31	FIELD PURCHASE ORDER	2,355.29	
						VENDOR TOTAL *	2,355.29	
0005814	00	KOBACH, KRIS						
010413		PI2079 026878	00	01/30/2013	001-1001-413.20-34	BLANKET PURCHASE ORDER	907.00	
110512		PI2080 026878	00	01/30/2013	001-1001-413.20-34	BLANKET PURCHASE ORDER	644.66	
						VENDOR TOTAL *	1,551.66	
0005663	00	KOPELBERG, MICHAEL W						
122912		PI2198 027532	00	01/30/2013	001-1209-421.30-79	GENERAL	71.00	
						VENDOR TOTAL *	71.00	
0002898	00	LARSEN INTERNATIONAL						
T71291		PI2122 027124	00	01/30/2013	001-1206-422.30-63	BLANKET PURCHASE ORDER	16.20	
T71284		PI2121 027124	00	01/30/2013	012-2025-431.30-63	BLANKET PURCHASE ORDER	85.14	
						VENDOR TOTAL *	101.34	
0003043	00	LEAGUE OF NEBRASKA MUNICIPALITIES						
011713		SHOTKOSKPI2245 027741	00	01/30/2013	001-1002-415.20-13	BLANKET PURCHASE ORDER	295.00	
						VENDOR TOTAL *	295.00	
9999999	00	LEFFLER, SANDRA						
58849		LEFFLER 000187	00	01/30/2013	001-0000-202.04-00	SANDRA LEFFLER/CF MTG RM	50.00	
						VENDOR TOTAL *	50.00	
0004881	00	LINCOLN PHYSICAL THERAPY ASSOCIATES						

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VEND NO	SEQ#	VENDOR NAME	INVOICE NO	VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0004881	00	LINCOLN PHYSICAL THERAPY ASSOCIATES									
196	120112	PI2174 027180	00	01/30/2013	001-1206-422.20-35				BLANKET PURCHASE ORDER	30.00	
196	120112	PI2175 027180	00	01/30/2013	001-1209-421.20-35				BLANKET PURCHASE ORDER	60.00	
196	120112	PI2176 027180	00	01/30/2013	001-2042-440.20-35				BLANKET PURCHASE ORDER	30.00	
196	120112	PI2177 027180	00	01/30/2013	012-2025-431.20-35				BLANKET PURCHASE ORDER	30.00	
									VENDOR TOTAL *	150.00	
0004744	00	LOGISTECH INC									
138736		PI2012 027224	00	01/30/2013	001-2031-455.30-51				BLANKET PURCHASE ORDER	42.15	
									VENDOR TOTAL *	42.15	
0001215	00	LOU'S SPORTING GOODS									
AAG751018-AG10		PI2219 027678	00	01/30/2013	001-1209-421.30-52				GENERAL	172.22	
AAG751018-AG10		PI2220 027678	00	01/30/2013	001-1209-421.30-79				GENERAL	25.78	
									VENDOR TOTAL *	198.00	
0005516	00	LYLE SIGNS INC									
985978		PI2224 027686	00	01/30/2013	012-2025-431.30-76				FIELD PURCHASE ORDER	924.00	
986523		PI2225 027686	00	01/30/2013	012-2025-431.30-76				FIELD PURCHASE ORDER	732.05	
									VENDOR TOTAL *	1,656.05	
0006212	00	MATHESON TRI-GAS INC									
06159790		PI2046 027603	00	01/30/2013	001-1206-422.30-32				BLANKET PURCHASE ORDER	18.29	
06153742		PI2207 027603	00	01/30/2013	001-1206-422.30-32				BLANKET PURCHASE ORDER	43.10	
06159796		PI2211 027603	00	01/30/2013	001-1206-422.30-32				BLANKET PURCHASE ORDER	43.04	
06200204		PI2311 027603	00	01/30/2013	001-1206-422.30-32				BLANKET PURCHASE ORDER	31.83	
06173259		PI2049 027603	00	01/30/2013	001-2027-452.30-44				BLANKET PURCHASE ORDER	63.93	
06200174		PI2205 027603	00	01/30/2013	001-2027-452.30-44				BLANKET PURCHASE ORDER	4.18-	
06146683		PI2206 027603	00	01/30/2013	001-2027-452.30-33				BLANKET PURCHASE ORDER	56.81	
06173255		PI2047 027603	00	01/30/2013	012-2025-431.30-44				BLANKET PURCHASE ORDER	37.46	
06173255		PI2048 027603	00	01/30/2013	012-2025-431.30-64				BLANKET PURCHASE ORDER	97.65	
06154745		PI2208 027603	00	01/30/2013	012-2025-431.30-64				BLANKET PURCHASE ORDER	196.53	
06159699		PI2209 027603	00	01/30/2013	012-2025-431.30-52				BLANKET PURCHASE ORDER	20.43	
06159708		PI2210 027603	00	01/30/2013	012-2025-431.30-44				BLANKET PURCHASE ORDER	76.36	
									VENDOR TOTAL *	681.25	
0001229	00	MENARDS - FREMONT									
15278		PI2345 027127	00	01/30/2013	001-1206-422.30-79				BLANKET PURCHASE ORDER	11.98	
14591		PI1975 027127	00	01/30/2013	001-2026-451.30-33				BLANKET PURCHASE ORDER	29.44	
12602		PI2123 027127	00	01/30/2013	001-2026-451.30-49				BLANKET PURCHASE ORDER	47.89	
13992		PI2124 027127	00	01/30/2013	001-2026-451.30-49				BLANKET PURCHASE ORDER	9.97	
14033		PI2125 027127	00	01/30/2013	001-2026-451.30-49				BLANKET PURCHASE ORDER	30.30	
14353		PI2126 027127	00	01/30/2013	001-2026-451.30-49				BLANKET PURCHASE ORDER	12.94	
14655		PI1976 027127	00	01/30/2013	001-2027-452.30-49				BLANKET PURCHASE ORDER	8.04	
15195		PI2344 027127	00	01/30/2013	001-2027-452.30-58				BLANKET PURCHASE ORDER	76.95	
14526		PI2127 027127	00	01/30/2013	012-2025-431.30-52				BLANKET PURCHASE ORDER	12.97	
14526		PI2128 027127	00	01/30/2013	012-2025-431.30-79				BLANKET PURCHASE ORDER	5.95	
									VENDOR TOTAL *	246.43	

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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
0001702 48498	00	MIDWEST RADIATOR LLC PI2377 027812	00	01/30/2013	012-2025-431.30-63	FIELD PURCHASE ORDER	487.00	
						VENDOR TOTAL *	487.00	
0000841 063014-19256	00	MOCIC PI2331 027825	00	01/30/2013	001-1209-421.20-93	GENERAL	200.00	
						VENDOR TOTAL *	200.00	
0002421 975636861	00	MOORE MEDICAL LLC PI2054 027719	00	01/30/2013	001-1206-422.30-33	GENERAL	295.45	
97567478 RI		PI2056 027732	00	01/30/2013	001-1206-422.30-33	GENERAL	73.90	
97454503 RI		PI2185 027278	00	01/30/2013	001-1206-422.30-33	GENERAL	1,664.30	
97522339 RI		PI2203 027584	00	01/30/2013	001-1206-422.30-44	GENERAL	1.75	
97522339 RI		PI2204 027584	00	01/30/2013	001-1206-422.30-56	GENERAL	896.91	
						VENDOR TOTAL *	2,932.31	
0003902 32558152	00	MORNINGSTAR INC PI2373 027764	00	01/30/2013	001-2031-455.30-51	GENERAL	995.00	
						VENDOR TOTAL *	995.00	
0003841 32902	00	NATIONAIR AVIATION INSURANCE PI2246 027742	00	01/30/2013	029-2034-466.20-47	BLANKET PURCHASE ORDER	4,750.00	
						VENDOR TOTAL *	4,750.00	
0004764 011813 PRIMM	00	NEBR CHAPTER OF IAPMO PI2326 027813	00	01/30/2013	001-1004-424.20-93	GENERAL	15.00	
						VENDOR TOTAL *	15.00	
0003794 31274	00	NEBR CUSTOM COVER PI2129 027129	00	01/30/2013	001-2027-452.30-76	BLANKET PURCHASE ORDER	160.00	
						VENDOR TOTAL *	160.00	
0003340 785106	00	NEBR DEPT OF AERONAUTICS PI2289 027145	00	01/30/2013	029-2034-466.20-99	BLANKET PURCHASE ORDER		EFT: 1,205.88
785106		PI2290 027145	00	01/30/2013	029-2034-490.60-02	BLANKET PURCHASE ORDER		EFT: 1,750.00
						VENDOR TOTAL *	.00	2,955.88
0006222 011713 RISE	00	NEBR INVESTMENT FINANCE AUTHORITY PI2239 027731	00	01/30/2013	032-0787-490.20-13	BLANKET PURCHASE ORDER	100.00	
						VENDOR TOTAL *	100.00	
0003307 3653	00	NEBR LAW ENFORCEMENT TRAINING CNTR PI2330 027824	00	01/30/2013	001-1209-421.20-13	GENERAL	80.00	
						VENDOR TOTAL *	80.00	
0003460 433293	00	NEBR PUBLIC HEALTH ENVIRONMENTAL PI1984 027171	00	01/30/2013	001-1209-421.20-99	BLANKET PURCHASE ORDER	196.00	
						VENDOR TOTAL *	196.00	

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VEND NO	SEQ#	VENDOR NAME	INVOICE	VOUCHER	P.O.	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
NO	NO	NO	NO	NO	NO		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
											AMOUNT
0002114	00	NEBR SALT & GRAIN CO									
25556		PI2033 027439 00	01/30/2013		012-2025-431.30-32				FIELD PURCHASE ORDER	1,254.97	
									VENDOR TOTAL *	1,254.97	
0003030	00	NEBR SOCIETY OF FIRE SERVICE									
011713		SCHULLERPI2240 027736 00	01/30/2013		001-1206-422.20-13				GENERAL	175.00	
									VENDOR TOTAL *	175.00	
0003055	00	NEBR SUPREME COURT									
011612		PI2053 027709 00	01/30/2013		001-2031-455.30-51				GENERAL	118.00	
									VENDOR TOTAL *	118.00	
0003052	00	NEBR UC FUND									
4TH QTR 2012		PI2274 026433 00	01/30/2013		001-1015-415.10-25				BLANKET PURCHASE ORDER	991.87	
									VENDOR TOTAL *	991.87	
0004512	00	NEXTEL COMMUNICATIONS									
451531701-036		PI2150 027162 00	01/30/2013		001-1209-421.20-12				BLANKET PURCHASE ORDER	171.57	
									VENDOR TOTAL *	171.57	
0003608	00	NORTHEAST NEBR ECONOMIC DEV DIST									
13481		PI2042 027502 00	01/30/2013		032-0787-490.20-99				BLANKET PURCHASE ORDER	2,104.39	
									VENDOR TOTAL *	2,104.39	
0006061	00	NTR CUSTOM METALS LLC									
12615		PI1977 027131 00	01/30/2013		001-2027-452.30-49				BLANKET PURCHASE ORDER	150.00	
12616		PI1978 027131 00	01/30/2013		001-2027-452.30-49				BLANKET PURCHASE ORDER	53.20	
12617		PI2255 027756 00	01/30/2013		001-2027-452.30-49				GENERAL	317.10	
12621		PI2130 027131 00	01/30/2013		012-2025-431.30-56				BLANKET PURCHASE ORDER	163.20	
12631		PI2287 027131 00	01/30/2013		012-2025-431.30-76				BLANKET PURCHASE ORDER	236.25	
									VENDOR TOTAL *	919.75	
0005226	00	O'KEEFE ELEVATOR CO INC									
01294159		PI2034 027448 00	01/30/2013		001-2031-455.20-60				GENERAL	247.00	
01294159		PI2035 027448 00	01/30/2013		001-2031-455.30-49				GENERAL	80.00	
									VENDOR TOTAL *	327.00	
0001020	00	O'REILLY AUTOMOTIVE INC									
0397-481253		PI2139 027132 00	01/30/2013		001-1004-424.30-63				BLANKET PURCHASE ORDER	207.78	
397-481226		PI2140 027132 00	01/30/2013		001-1004-424.30-63				BLANKET PURCHASE ORDER	29.99	
0397-478928		PI2131 027132 00	01/30/2013		001-1209-421.30-63				BLANKET PURCHASE ORDER	51.54	
0397-479609		PI2134 027132 00	01/30/2013		001-1209-421.30-63				BLANKET PURCHASE ORDER	22.60	
0397-479712		PI2136 027132 00	01/30/2013		001-1209-421.30-63				BLANKET PURCHASE ORDER	20.11	
0397-480536		PI2138 027132 00	01/30/2013		001-1209-421.30-63				BLANKET PURCHASE ORDER	8.18	
0397-479047		PI2132 027132 00	01/30/2013		012-2025-431.30-63				BLANKET PURCHASE ORDER	83.99	
0397-479049		PI2133 027132 00	01/30/2013		012-2025-431.30-79				BLANKET PURCHASE ORDER	14.36	
0397-479609		PI2135 027132 00	01/30/2013		012-2025-431.30-63				BLANKET PURCHASE ORDER	2.80	
0397-479982		PI2137 027132 00	01/30/2013		012-2025-431.30-63				BLANKET PURCHASE ORDER	149.99	
									VENDOR TOTAL *	591.34	

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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
0005807	00	OCLC INC						
0000215045		PI2045 027530	00	01/30/2013	001-2031-455.20-12	GENERAL	1,035.64	
							VENDOR TOTAL *	1,035.64
0002888	00	OFFICENET						
671945-0		PI2244 027740	00	01/30/2013	001-1003-415.30-31	GENERAL	192.00	
670867-0		PI2313 027671	00	01/30/2013	001-1209-421.20-60	GENERAL	75.00	
670867-0		PI2314 027671	00	01/30/2013	001-1209-421.30-56	GENERAL	57.15	
670944-0		PI2315 027671	00	01/30/2013	001-1209-421.20-60	GENERAL	75.00	
670944-0		PI2316 027671	00	01/30/2013	001-1209-421.30-56	GENERAL	41.16	
671072-0		PI2317 027671	00	01/30/2013	001-1209-421.20-60	GENERAL	79.00	
671072-0		PI2318 027671	00	01/30/2013	001-1209-421.30-56	GENERAL	142.25	
672710-0		PI2257 027768	00	01/30/2013	001-2026-451.30-31	GENERAL	22.29	
672710-0		PI2258 027768	00	01/30/2013	001-2027-452.30-31	GENERAL	23.83	
672710-0		PI2259 027768	00	01/30/2013	001-2029-451.30-31	GENERAL	39.27	
671679-0		PI2230 027708	00	01/30/2013	001-2031-455.30-31	GENERAL	559.38	
672951-0		PI2374 027779	00	01/30/2013	001-2031-455.30-31	GENERAL	217.97	
							VENDOR TOTAL *	1,524.30
0000810	00	OLD DOMINION BRUSH CO						
0036654-IN		PI2218 027664	00	01/30/2013	012-2025-431.30-56	FIELD PURCHASE ORDER	1,050.00	
							VENDOR TOTAL *	1,050.00
0005674	00	OLSSON ASSOCIATES						
183909		PI2250 027746	00	01/30/2013	012-2032-431.45-20	FIELD PURCHASE ORDER	1,200.00	
179033		PI1966 023100	00	01/30/2013	029-2034-466.45-20	FIELD PURCHASE ORDER	578.16	
							VENDOR TOTAL *	1,778.16
0001475	00	OMAHA COMPOUND CO						
123246		PI2260 027769	00	01/30/2013	001-2027-452.20-99	GENERAL	3.00	
123246		PI2261 027769	00	01/30/2013	001-2027-452.30-49	GENERAL	99.10	
							VENDOR TOTAL *	102.10
0001713	00	OMAHA TRUCK CENTER INC						
288538H		PI2065 027771	00	01/30/2013	001-2027-452.30-63	FIELD PURCHASE ORDER	1,340.00	
							VENDOR TOTAL *	1,340.00
0001477	00	OMAHA WORLD-HERALD						
9407-121231		PI2178 027183	00	01/30/2013	001-1305-430.20-33	BLANKET PURCHASE ORDER	372.49	
							VENDOR TOTAL *	372.49
0001477	00	OMAHA WORLD-HERALD,CK GRP-1						
6958-001	0113	PI2057 027734	00	01/30/2013	001-2031-455.30-51	GENERAL	221.52	
							VENDOR TOTAL *	221.52
0006122	00	OMG MIDWEST INC						
1056205		PI2186 027284	00	01/30/2013	012-2025-431.30-69	FIELD PURCHASE ORDER	396.96	
							VENDOR TOTAL *	396.96

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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
0001625 CO65208113	00	OTIS ELEVATOR CO PI2292 027173	00	01/30/2013	001-1209-421.20-65	BLANKET PURCHASE ORDER	130.74	
						VENDOR TOTAL *	130.74	
0001269 14865	00	PAPA TRUCKING AND GRADING INC PI2190 027403	00	01/30/2013	012-2025-431.20-95	FIELD PURCHASE ORDER	1,000.00	
						VENDOR TOTAL *	1,000.00	
0001276 15665	00	PEST-TROL PI1996 027181	00	01/30/2013	001-2029-451.20-99	BLANKET PURCHASE ORDER	39.00	
						VENDOR TOTAL *	39.00	
0005144 8363020-JA13	00	PITNEY BOWES PI2369 027397	00	01/30/2013	001-2031-455.20-70	GENERAL	159.00	
						VENDOR TOTAL *	159.00	
0002919 563374 563159	00	PLATTE VALLEY EQUIPMENT LLC PI2142 027133 PI2141 027133	00	01/30/2013	001-2027-452.30-56 001-2042-440.30-56	BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER	2.24 161.44	
						VENDOR TOTAL *	163.68	
0002904 01301084 01301084	00	PLATTE VALLEY TRUCK & TRAILER INC PI2267 027799 PI2268 027799	00	01/30/2013	001-1206-422.20-60 001-1206-422.30-63	GENERAL GENERAL	84.00 17.05	
						VENDOR TOTAL *	101.05	
0006211 13127	00	PRAIRIE MECHANICAL CORP PI2310 027596	00	01/30/2013	001-2031-455.20-65	GENERAL	2,178.00	
						VENDOR TOTAL *	2,178.00	
0003208 011613 (3)65495 011613 (3)65496 011613 (3)81608	00	PRINCIPAL FINANCIAL GROUP PI2069 027780 PI2070 027780 PI2071 027780	00	01/30/2013	001-1007-415.20-34 001-1007-415.20-34 001-1007-415.20-34	BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER	500.00 500.00 500.00	
						VENDOR TOTAL *	1,500.00	
0003505 74652744 74654477	00	RECORDED BOOKS LLC PI2010 027220 PI2011 027220	00	01/30/2013	001-2031-455.30-51 001-2031-455.30-51	BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER	167.18 64.60	
						VENDOR TOTAL *	231.78	
0005204 377769	00	ROEHR SAFETY PRODUCTS, ED PI2386 027459	00	01/30/2013	001-1209-421.30-79	GENERAL	1,580.24	
						VENDOR TOTAL *	1,580.24	
0001304 #4&FNL PD548	00	SAWYER CONSTRUCTION CO PI2381 027263	00	01/30/2013	012-2032-431.45-20	FIELD PURCHASE ORDER	5,576.19	
						VENDOR TOTAL *	5,576.19	

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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
0001305 122912-25	00	SAWYER GAS N WASH INC PI2288 027135	00	01/30/2013	001-1209-421.20-99	BLANKET PURCHASE ORDER	153.89	
						VENDOR TOTAL *	153.89	
0006203 130100991 130100991	00	SCREENING ONE INC PI2200 027535 PI2201 027535	00	01/30/2013	001-1206-422.20-99 001-1209-421.20-99	BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER	106.90 247.80	
						VENDOR TOTAL *	354.70	
0001079 011413 EMP#367 011413 EMP#367 011413 EMP#367 010213 CHRISMAN	00	SEARS MD, MARTIN F PI2169 027178 PI2170 027178 PI2171 027178 PI2168 027178	00	01/30/2013	001-1206-422.20-35 001-1206-422.20-35 001-1206-422.20-35 001-1209-421.20-35	BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER	25.00 208.00 211.00 195.00	
						VENDOR TOTAL *	639.00	
0003036 13-0097 13-0097	00	SHAFFER COMMUNICATIONS INC PI2383 027832 PI2384 027832	00	01/30/2013	001-2027-452.20-60 001-2027-452.20-99	GENERAL GENERAL	245.00 72.00	
						VENDOR TOTAL *	317.00	
0005289 FREE SKATE	00	SIDNER ICE ARENA 0113PI2064 027767	00	01/30/2013	001-2029-451.20-99	GENERAL	21,375.00	
						VENDOR TOTAL *	21,375.00	
9999999 58857 SIEBE	00	SIEBE, DON 000188	00	01/30/2013	001-0000-202.04-00	DON SIEBE/CF MEETING ROOM	50.00	
						VENDOR TOTAL *	50.00	
0000939 011413	00	SPHON ED.D., ELMER PI2295 027185	00	01/30/2013	001-1209-421.20-99	BLANKET PURCHASE ORDER	540.00	
						VENDOR TOTAL *	540.00	
0003375 788328	00	STATE OF NEBRASKA - CELLULAR PI2293 027174	00	01/30/2013	001-1209-421.20-70	BLANKET PURCHASE ORDER	704.00	
						VENDOR TOTAL *	704.00	
0002916 012916	00	STEENBLOCK ERECTORS INC PI2368 027281	00	01/30/2013	029-2034-466.20-60	FIELD PURCHASE ORDER	231.00	
						VENDOR TOTAL *	231.00	
0002879 010712	00	STEINBACH GRADING & HAULING INC PI2191 027404	00	01/30/2013	012-2025-431.20-95	FIELD PURCHASE ORDER	5,220.00	
						VENDOR TOTAL *	5,220.00	
9999999 58872 SWITZER	00	SWITZER, DANIELLE 000189	00	01/30/2013	001-0000-202.04-00	DANIELLE SWITZER/MOLLER	50.00	
						VENDOR TOTAL *	50.00	

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VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0004668 1237967	00	TALX UC EXPRESS PI2380 027252	00	01/30/2013	001-1015-415.10-25	BLANKET PURCHASE ORDER	326.00	
						VENDOR TOTAL *	326.00	
0001339 10898 10898	00	TIMME WELDING & SUPPLY LLC PI2143 027140 PI2144 027140	00	01/30/2013	001-2027-452.20-60 001-2027-452.30-49	BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER	4.00 16.20	
						VENDOR TOTAL *	20.20	
0006063 2C11479 2C11446 24559	00	TITAN MACHINERY INC (VICTORS) PI2346 027141 PI2376 027791 PI2385 027645	00	01/30/2013	001-2027-452.30-56 001-2027-452.30-56 001-2027-452.40-50	BLANKET PURCHASE ORDER GENERAL GENERAL	80.46 1,235.29 21,980.00	
						VENDOR TOTAL *	23,295.75	
0001350 609853 609854	00	TROPHY CASE PI2232 027714 PI2233 027714	00	01/30/2013	063-0663-480.30-79 063-0663-480.30-79	BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER	314.50 203.50	
						VENDOR TOTAL *	518.00	
0004745 232845	00	UNIQUE MANAGEMENT SERVICES INC PI2013 027228	00	01/30/2013	001-2031-455.20-99	BLANKET PURCHASE ORDER	125.30	
						VENDOR TOTAL *	125.30	
0004838 13174	00	UNIVERSITY OF NEBRASKA MEDICAL CNTR PI2320 027717	00	01/30/2013	001-1206-422.20-13	GENERAL	135.00	
						VENDOR TOTAL *	135.00	
0004484 011713 011713 900000665 900000665	00	UNIVERSITY OF NEBRASKA PESTICIDE NORDBOE PI2242 027738 VEACH PI2243 027738 PI2321 027738 PI2322 027738	00	01/30/2013	001-2027-452.20-13 001-2027-452.20-13 001-2027-452.20-99 001-2027-452.30-51	GENERAL GENERAL GENERAL GENERAL	70.00 70.00 6.48 55.00	
						VENDOR TOTAL *	201.48	
0005498 011713 011713	00	UNL EXTENSION PRKS/RECPI2248 027745 PRKS/RECPI2249 027745	00	01/30/2013	001-2027-452.20-13 001-2042-440.20-13	GENERAL GENERAL	100.00 20.00	
						VENDOR TOTAL *	120.00	
0004571 13174	00	UNMC CNTR FOR CONTINUING EDUCATION PI2323 027778	00	01/30/2013	001-1209-421.20-11	GENERAL	5.00	
						VENDOR TOTAL *	5.00	
9999999 122012	00	VELEZ, ALFREDO VELEZ 000191	00	01/30/2013	012-2025-431.30-79	ALFREDO VELEZ/MAILBOX	74.63	
						VENDOR TOTAL *	74.63	
0003337	00	WASTE CONNECTIONS INC						

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
0003337	00	WASTE CONNECTIONS INC						
3635760	PI2016	027234	00	01/30/2013	001-2026-451.20-99	BLANKET PURCHASE ORDER	693.79	
3635760	PI2017	027234	00	01/30/2013	001-2027-452.20-99	BLANKET PURCHASE ORDER	520.03	
3635760	PI2018	027234	00	01/30/2013	001-2029-451.20-99	BLANKET PURCHASE ORDER	57.50	
3635548	PI2015	027234	00	01/30/2013	001-2031-455.20-99	BLANKET PURCHASE ORDER	78.11	
3635760	PI2019	027234	00	01/30/2013	001-2042-440.20-99	BLANKET PURCHASE ORDER	73.05	
						VENDOR TOTAL *	1,422.48	
9999999	00	WERST, MARSHA						
58873	WERST	000190	00	01/30/2013	001-0000-202.04-00	MARSHA WERST/CF MTG ROOM	50.00	
						VENDOR TOTAL *	50.00	
0002718	00	WEST PAYMENT CENTER						
826336406	PI2306	027418	00	01/30/2013	001-1016-412.30-51	BLANKET PURCHASE ORDER	271.20	
						VENDOR TOTAL *	271.20	
0005116	00	WIESE PLUMBING & EXCAVATING INC						
8890	PI2370	027508	00	01/30/2013	001-1206-422.20-60	BLANKET PURCHASE ORDER	81.00	
						VENDOR TOTAL *	81.00	
0005518	00	WINDSTREAM OF THE MIDWEST INC						
4027272630	0113PI1983	027170	00	01/30/2013	001-1015-415.20-12	BLANKET PURCHASE ORDER	73.55	
						VENDOR TOTAL *	73.55	
0003999	00	WOODEN WINDMILL						
741446	PI2324	027786	00	01/30/2013	063-0663-480.30-41	BLANKET PURCHASE ORDER	2,364.00	
						VENDOR TOTAL *	2,364.00	
0005115	00	WRIGHT, NANCY L						
011413	PI2146	027158	00	01/30/2013	001-1209-421.20-99	BLANKET PURCHASE ORDER	62.50	
011413	PI2147	027158	00	01/30/2013	001-1209-421.20-99	BLANKET PURCHASE ORDER	25.00	
						VENDOR TOTAL *	87.50	
0003339	00	WSI CORPORATION						
0000403973	PI2302	027304	00	01/30/2013	029-2034-466.20-99	BLANKET PURCHASE ORDER	582.00	
						VENDOR TOTAL *	582.00	
0001337	00	30 BOWL						
011613	SESS #2	PI2073	00	01/30/2013	001-2029-451.20-16	GENERAL	1,590.60	
						VENDOR TOTAL *	1,590.60	
		00 General Fund				BANK TOTAL *	184,145.33	47,385.88

PROGRAM: GM339L

AS OF: 01/30/2013

CHECK DATE: 01/30/2013

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
0005319	00	IMA INC (WORKERS COMP)						
873244		PI2066 027776	01	01/30/2013	061-0661-441.10-26	BLANKET PURCHASE ORDER	106,160.00	
873512		PI2067 027776	01	01/30/2013	061-0661-441.10-26	BLANKET PURCHASE ORDER	1,265.00	
873515		PI2068 027776	01	01/30/2013	061-0661-441.10-26	BLANKET PURCHASE ORDER	10,255.00	
VENDOR TOTAL *							117,680.00	
0005708	00	REGIONAL CARE INC						
01/22/13	MANUAL000192		01	01/22/2013	060-0660-441.70-01	01/22/13 AUTO CLAIMS	CHECK #: 100268	876.85
01/24/13	MANUAL000193		01	01/24/2013	060-0660-441.70-01	01/24/13 MANUAL CLAIMS	CHECK #: 100269	71,162.95
01/24/13	MANUAL000194		01	01/24/2013	060-0660-391.00-00	01/24/13 COBRA	CHECK #: 100269	700.00-
01/24/13	MANUAL000195		01	01/24/2013	060-0660-441.70-01	01/24/13 AUTO CLAIMS	CHECK #: 100270	3,546.04
VENDOR TOTAL *							.00	74,885.84
01 Employee Benefits			BANK TOTAL *				117,680.00	74,885.84

BANK: 04

VEND NO	SEQ#	VENDOR NAME						EFT, EPAY OR
INVOICE	VOUCHER	P.O.	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	HAND-ISSUED
NO	NO	NO		DATE	NO	DESCRIPTION	AMOUNT	AMOUNT
0003407	00	ERICKSON & BROOKS						
8730 123112	PI2263	027788	04	01/30/2013	020-2066-490.60-12	FIELD PURCHASE ORDER	1,460.00	
						VENDOR TOTAL *	1,460.00	
0003400	00	VILLAGE OF INGLEWOOD						
DEC 2012	PI2184	027238	04	01/30/2013	020-2066-490.60-15	FIELD PURCHASE ORDER	2,417.96	
						VENDOR TOTAL *	2,417.96	
			04	Keno Fund		BANK TOTAL *	3,877.96	

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
0006219 #1 011813	00	GERKE, CARRY PI2319 027707	08	01/30/2013	031-0782-465.70-00	BLANKET PURCHASE ORDER	6,221.00	
						VENDOR TOTAL *	6,221.00	
0006191 #3 011813	00	LUND, ELIZABETH K PI2305 027365	08	01/30/2013	031-0782-465.70-00	BLANKET PURCHASE ORDER	22,233.00	
						VENDOR TOTAL *	22,233.00	
0006190 #1 011813	00	MAIN, KEVIN PI2303 027351	08	01/30/2013	031-0782-465.70-00	BLANKET PURCHASE ORDER	12,682.00	
						VENDOR TOTAL *	12,682.00	
0003608 13473 13475 13477 13479 13480	00	NORTHEAST NEBR ECONOMIC DEV DIST PI2037 027502 PI2038 027502 PI2039 027502 PI2040 027502 PI2041 027502	08	01/30/2013	031-0782-465.20-99	BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER	176.50 488.00 155.00 2,416.36 780.00	
						VENDOR TOTAL *	4,015.86	
0005376 #2 011813	00	O'CONNOR, VINCENT J JR PI2304 027353	08	01/30/2013	031-0782-465.70-00	BLANKET PURCHASE ORDER	5,000.00	
						VENDOR TOTAL *	5,000.00	
		08 CDBG Clearing				BANK TOTAL *	50,151.86	

BANK: 09

VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0001759 4518637	00	ATS "THE BEEPER PEOPLE" PI1981 027165	09	01/30/2013	033-0789-421.20-12	BLANKET PURCHASE ORDER	360.33	
						VENDOR TOTAL *	360.33	
0003370 3267531	00	BLUE CROSS & BLUE SHIELD OF NEBR PI2367 027257	09	01/30/2013	033-0789-421.10-14	GENERAL	465.33	
						VENDOR TOTAL *	465.33	
0005808 70195507	00	CENTURYLINK PI2060 027752	09	01/30/2013	033-0789-421.20-60	GENERAL	607.50	
						VENDOR TOTAL *	607.50	
0002675 402D250077 402D250137 4026440105	00	CENTURYLINK (QWEST) 0113PI1985 027177 0113PI1986 027177 1212PI1991 027177	09	01/30/2013	033-0789-421.20-12 033-0789-421.20-12 033-0789-421.20-12	BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER	80.76 85.56 1,805.00	
						VENDOR TOTAL *	1,971.32	
0003802 011613	00	DODGE COUNTY SHERIFF'S OFFICE PI2072 027782	09	01/30/2013	033-0789-421.20-99	GENERAL	6,250.00	
						VENDOR TOTAL *	6,250.00	
0006167 2911205	00 B14212	ELKHORN WEST CONSTRUCTION INC PI2332 026949	09	01/30/2013	033-0789-421.45-13	FIELD PURCHASE ORDER	12,343.50	
						VENDOR TOTAL *	12,343.50	
0001131 72327 72374 72380	00	FREMONT TRIBUNE PI2156 027176 PI2158 027176 PI2160 027176	09	01/30/2013	033-0789-421.20-33 033-0789-421.20-33 033-0789-421.20-33	BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER	57.08 4.58 30.11	
						VENDOR TOTAL *	91.77	
0004678 3086442	00	LANGUAGE LINE SERVICES PI1982 027169	09	01/30/2013	033-0789-421.20-99	BLANKET PURCHASE ORDER	26.97	
						VENDOR TOTAL *	26.97	
0004039 M300007960	00	NATL EMERGENCY NUMBER ASSN PI2252 027750	09	01/30/2013	033-0789-421.20-93	GENERAL	130.00	
						VENDOR TOTAL *	130.00	
0001941 011713	00	NEBR NOTARY ASSOCIATION HOLZERLDPPI2264 027793	09	01/30/2013	033-0789-421.30-31	GENERAL	152.25	
						VENDOR TOTAL *	152.25	
0004196 4026542437	00	WESTEL SYSTEMS 0113PI1980 027164	09	01/30/2013	033-0789-421.20-12	BLANKET PURCHASE ORDER	171.52	
						VENDOR TOTAL *	171.52	
				09	E911	BANK TOTAL *	22,570.49	

BANK: 10

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
0000959	00	ACE HARDWARE						
68641/3		PI2085 027097	10	01/30/2013	034-0790-421.30-31	BLANKET PURCHASE ORDER	11.94	
68644/3		PI2086 027097	10	01/30/2013	034-0790-421.30-31	BLANKET PURCHASE ORDER	7.96-	
						VENDOR TOTAL *	3.98	
0005217	00	A1 LOCK SHOP						
0005255		PI1967 027096	10	01/30/2013	034-0790-421.30-31	BLANKET PURCHASE ORDER	8.00	
						VENDOR TOTAL *	8.00	
0002675	00	CENTURYLINK (QWEST)						
4027530443	0113	PI1993 027177	10	01/30/2013	034-0790-421.20-12	BLANKET PURCHASE ORDER	67.46	
						VENDOR TOTAL *	67.46	
0003816	00	CITY OF BLAIR						
2082		PI2151 027167	10	01/30/2013	034-0790-421.20-32	BLANKET PURCHASE ORDER	2,254.34	
						VENDOR TOTAL *	2,254.34	
0006225	00	COVERT TRACK GROUP INC						
1924		PI2062 027761	10	01/30/2013	034-0790-421.20-12	GENERAL	1,200.00	
						VENDOR TOTAL *	1,200.00	
0003909	00	FIRST NATIONAL BANK OMAHA						
22264189	122612	PI2347 027163	10	01/30/2013	034-0790-421.30-44	BLANKET PURCHASE ORDER	60.03	
23055263	121512	PI2348 027163	10	01/30/2013	034-0790-421.30-44	BLANKET PURCHASE ORDER	73.97	
5263	011513	PI2349 027163	10	01/30/2013	034-0790-421.30-44	BLANKET PURCHASE ORDER	216.75	
						VENDOR TOTAL *	350.75	
0004512	00	NEXTEL COMMUNICATIONS						
232074087-121		PI2149 027162	10	01/30/2013	034-0790-421.20-12	BLANKET PURCHASE ORDER	208.97	
						VENDOR TOTAL *	208.97	
0006096	00	VERIZON WIRELESS						
2852598482		PI2202 027546	10	01/30/2013	034-0790-421.20-12	GENERAL	30.02	
						VENDOR TOTAL *	30.02	
0005518	00	WINDSTREAM OF THE MIDWEST INC						
4027530433	0113	PI2152 027170	10	01/30/2013	034-0790-421.20-12	BLANKET PURCHASE ORDER	7.73	
						VENDOR TOTAL *	7.73	
						BANK TOTAL *	4,131.25	
						HAND ISSUED TOTAL ***		74,885.84
						EFT/EPAY TOTAL ***		47,385.88
						TOTAL EXPENDITURES ****	382,556.89	122,271.72
						GRAND TOTAL *****		504,828.61

10 Drug Task Force

PROGRAM: GM339L

AS OF: 12/31/2012 CHECK DATE: 12/31/2012

City of Fremont

Employee Benefits

BANK: 01

VEND NO	SEQ#	VENDOR NAME							EFT, EPAY OR
INVOICE	VOUCHER	P.O.	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK		HAND-ISSUED
NO	NO	NO		DATE	NO	DESCRIPTION	AMOUNT		AMOUNT
0003405	00	WORKERS' COMPENSATION FUND							
DEC '12	MANUAL	000164	01	12/31/2012	061-0662-441.70-01		CHECK #:	17601	6,575.26
DEC '12	MANUAL	000165	01	12/31/2012	061-0662-441.70-04		CHECK #:	17601	606.42
DEC '12	MANUAL	000166	01	12/31/2012	061-0662-441.70-06		CHECK #:	17601	1,944.87
DEC '12	MANUAL	000167	01	12/31/2012	061-0662-441.70-07		CHECK #:	17601	2,933.97
VENDOR TOTAL *								.00	12,060.52
01 Employee Benefits			BANK TOTAL *					.00	12,060.52
HAND ISSUED TOTAL ***									12,060.52
TOTAL EXPENDITURES ****								.00	12,060.52
GRAND TOTAL *****									12,060.52

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: KIM VOLK, CITY CLERK/TREASURER

DATE: January 24, 2013

SUBJECT: CONSUME ALCOHOL

Recommendation: Approve Resolution permitting consumption of alcohol on City property

Background: Per State Statute permission to consume on public property must be approved local government.

#8

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF FREMONT, NEBRASKA, APPROVING CONSUMPTION OF ALCOHOLIC BEVERAGES ON CITY PROPERTY AS FOLLOWS: CITY AUDITORIUM (3/23/13, 2/9/13); FRIENDSHIP CENTER (3/16/13, 7/6/13, 9/28/13); CHRISTENSEN FIELD (3/23/13); MOLLER CENTER (3/15/13)

Requestor:	Date:	Purpose:	City Property:
Roger Larsen	March 23, 2013	KHUB Polka Party	City Auditorium
Jose Ramirez	July 6, 2013	wedding	Friendship Center
David Poppe	March 16, 2013	banquet	Friendship Center
Kim Beam	February 9, 2013	fundraiser	City Auditorium
Roxanne Struthers	September 28, 2013	wedding reception	Friendship Center
Stephen Barr	March 23, 2013	party	Christensen Field
Abby Aronson	March 15, 2013	rehearsal dinner	Moller Center

PASSED AND APPROVED THIS 29th DAY OF JANUARY, 2013

Scott Getzschman, Mayor

ATTEST:

Kimberly Volk, MMC, City Clerk

CITY OF
FREMONT
NEBRASKA PATHFINDERS

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

EMAIL, FAX OR MAIL THE FORM:

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

KIM.VOLK@FREMONTNE.GOV OR LYNNE.MCINTOSH@FREMONTNE.GOV

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

On behalf of Fremont Cosmopolitan 100 Club I respectfully request permission
Organization or Individual

to consume alcohol beverages on 3-23-13 at City Auditorium
Date Location

for a KHUB Polka Party
Type of Event

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

Christensen Field or City Auditorium

I understand that I must contract with a retail liquor license holder to procure a **special designated permit** from the City Council and the Nebraska Liquor Control Commission. The City Council meets the 2nd and last Tuesday of every month. The alcohol caterer can advise you of necessary time frames or you can call the City Clerk's office with questions regarding Special Designated Permits at 402/727-2633. I further understand that I must hire security for the event in the number as required by the Parks and Recreation Department and the Chief of Police. The security must be hired at least two weeks prior to the event.

Moller Center

I understand that I have been designated as the individual responsible for ensuring that minors are not served alcoholic beverages at this event. If there is an exchange of money for alcohol or setups or the event is open to the public (not by invitation only) and liquor is consumed on any basis, you need a Special Designated Permit from the City Council and the Nebraska Liquor Control Commission as described above.

I have read and understand the printed requirements for the facility that I have indicated above:

Roger Larsen
Print Name
612 East 4th, Fremont, NE
Address City State & Zip
68025

Roger Hans Larsen
Signature
402-727-1557
Phone

Revised 6/12

CITY OF
FREMONT
NEBRASKA PATHFINDERS

PERMISSION TO CONSUME ALCOHOL ON CITY PROPERTY FORM
RETURN FORM **IMMEDIATELY** TO THE OFFICE OF THE CITY CLERK. EMAIL, FAX OR MAIL THE FORM:
CITY CLERK, 400 EAST MILITARY, FREMONT NE 68025 FAX: 402.727.2778
KIM.VOLK@FREMONTNE.GOV OR LYNNE.MCINTOSH@FREMONTNE.GOV

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

On behalf of Jose Ramirez, I respectfully request permission
Organization or Individual

to consume alcohol beverages on 7/6/2013 at Senior Center
Date Location

for a Wedding
Type of Event

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

Christensen Field or City Auditorium Sc Center

I understand that I must contract with a retail liquor license holder to procure a **special designated permit** from the City Council and the Nebraska Liquor Control Commission. The City Council meets the 2nd and last Tuesday of every month. The alcohol caterer can advise you of necessary time frames or you can call the City Clerk's office with questions regarding Special Designated Permits at 402/727-2633. I further understand that I must hire security for the event in the number as required by the Parks and Recreation Department and the Chief of Police. The security must be hired at least two weeks prior to the event.

Moller Center

I understand that I have been designated as the individual responsible for ensuring that minors are not served alcoholic beverages at this event. If there is an exchange of money for alcohol or setups or the event is open to the public (not by invitation only) and liquor is consumed on any basis, you need a Special Designated Permit from the City Council and the Nebraska Liquor Control Commission as described above.

I have read and understand the printed requirements for the facility that I have indicated above:

Jose Ramirez
Print Name

Jose A
Signature

807 S Broad St 272 Fremont Ne. (402) 317-9811
Address City State & Zip 68025 Phone

CITY OF
FREMONT
NEBRASKA 68025

PERMISSION TO CONSUME ALCOHOL ON CITY PROPERTY FORM

RETURN FORM **IMMEDIATELY** TO THE OFFICE OF THE CITY CLERK. EMAIL, FAX OR MAIL THE FORM:

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

KIM.VOLK@FREMONTNE.GOV OR LYNNE.MCINTOSH@FREMONTNE.GOV

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

On behalf of National Wild Turkey Federation, I respectfully request permission
Organization or Individual

to consume alcohol beverages on 3/16/13 at Christensen Friendship Center
Date Location

for a banquet
Type of Event

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

Christensen Field or City Auditorium

I understand that I must contract with a retail liquor license holder to procure a **special designated permit** from the City Council and the Nebraska Liquor Control Commission. The City Council meets the 2nd and last Tuesday of every month. The alcohol caterer can advise you of necessary time frames or you can call the City Clerk's office with questions regarding Special Designated Permits at 402/727-2633. I further understand that I must hire security for the event in the number as required by the Parks and Recreation Department and the Chief of Police. The security must be hired at least two weeks prior to the event.

Moller Center

I understand that I have been designated as the individual responsible for ensuring that minors are not served alcoholic beverages at this event. If there is an exchange of money for alcohol or setups or the event is open to the public (not by invitation only) and liquor is consumed on any basis, you need a Special Designated Permit from the City Council and the Nebraska Liquor Control Commission as described above.

I have read and understand the printed requirements for the facility that I have indicated above:

David R Poppe
Print Name

David R Poppe
Signature

2320 E 20 St Fremont NE 68025
Address City State & Zip

402-721-6958
Phone

Wrong location, Already approved need moved to Auditorium

CITY OF
FREMONT
NEBRASKA

PERMISSION TO CONSUME ALCOHOL ON CITY PROPERTY FORM

RETURN FORM **IMMEDIATELY** TO THE OFFICE OF THE CITY CLERK. EMAIL, FAX OR MAIL THE FORM:

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

KIM.VOLK@FREMONTNE.GOV OR LYNNE.MCINTOSH@FREMONTNE.GOV

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

On behalf of bedes night out 4QA/event, I respectfully request permission
Organization or Individual

to consume alcohol beverages on FEB 9 2013 at Auditorium Fremont city
Date Location

for a CRIS3 Center Fund Raiser
Type of Event

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

Christensen Field or City Auditorium

I understand that I must contract with a retail liquor license holder to procure a **special designated permit** from the City Council and the Nebraska Liquor Control Commission. The City Council meets the 2nd and last Tuesday of every month. The alcohol caterer can advise you of necessary time frames or you can call the City Clerk's office with questions regarding Special Designated Permits at 402/727-2633. I further understand that I must hire security for the event in the number as required by the Parks and Recreation Department and the Chief of Police. The security must be hired at least two weeks prior to the event.

Moller Center

I understand that I have been designated as the individual responsible for ensuring that minors are not served alcoholic beverages at this event. If there is an exchange of money for alcohol or setups or the event is open to the public (not by invitation only) and liquor is consumed on any basis, you need a Special Designated Permit from the City Council and the Nebraska Liquor Control Commission as described above.

I have read and understand the printed requirements for the facility that I have indicated above:

Kim Benn
Print Name

[Signature]
Signature

1335 William Fremont
Address City State & Zip

402 598 9416
Phone

CITY OF
FREMONT
NEBRASKA PATHFINDER

PERMISSION TO CONSUME ALCOHOL ON CITY PROPERTY FORM
RETURN FORM **IMMEDIATELY** TO THE OFFICE OF THE CITY CLERK. EMAIL, FAX OR MAIL THE FORM:
CITY CLERK, 400 EAST MILITARY, FREMONT NE 68025 FAX: 402.727.2778
KIM.VOLK@FREMONTNE.GOV OR LYNNE.MCINTOSH@FREMONTNE.GOV
*You cannot consume alcohol on City property without City Council approval. City Council meets the 2nd
and last Tuesday of every month. Agenda deadline is Thursday before the meeting.*

On behalf of Roxanne N. Fruhners, I respectfully request permission
Organization or Individual
to consume alcohol beverages on Sep. 28, 2013 at Friendship Center
Date Location
for a Wedding Reception
Type of Event

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

Christensen Field or City Auditorium

I understand that I must contract with a retail liquor license holder to procure a **special designated permit** from the City Council and the Nebraska Liquor Control Commission. The City Council meets the 2nd and last Tuesday of every month. The alcohol caterer can advise you of necessary time frames or you can call the City Clerk's office with questions regarding Special Designated Permits at 402/727-2633. I further understand that I must hire security for the event in the number as required by the Parks and Recreation Department and the Chief of Police. The security must be hired at least two weeks prior to the event.

Moller Center

I understand that I have been designated as the individual responsible for ensuring that minors are not served alcoholic beverages at this event. If there is an exchange of money for alcohol or setups or the event is open to the public (not by invitation only) and liquor is consumed on any basis, you need a Special Designated Permit from the City Council and the Nebraska Liquor Control Commission as described above.

I have read and understand the printed requirements for the facility that I have indicated above:

Roxanne Fruhners
Print Name

Roxanne Fruhners
Signature

1203 E. 19th St Fremont, NE 68025
Address City State & Zip

402-560-1141
Phone

CITY OF
FREMONT
NEBRASKA PATHFINDERS

PERMISSION TO CONSUME ALCOHOL ON CITY PROPERTY FORM
RETURN FORM **IMMEDIATELY** TO THE OFFICE OF THE CITY CLERK. EMAIL, FAX OR MAIL THE FORM:
CITY CLERK, 400 EAST MILITARY, FREMONT NE 68025 FAX: 402.727.2778
KIM.VOLK@FREMONTNE.GOV OR LYNNE.MCINTOSH@FREMONTNE.GOV

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

On behalf of Fremont Pathfinder Chorus, I respectfully request permission
Organization or Individual
to consume alcohol beverages on March 23, 2013 at Christensen Field
Date Location
for a Pathfinder Chorus Party
Type of Event

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

Christensen Field or City Auditorium

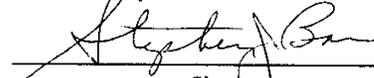
I understand that I must contract with a retail liquor license holder to procure a **special designated permit** from the City Council and the Nebraska Liquor Control Commission. The City Council meets the 2nd and last Tuesday of every month. The alcohol caterer can advise you of necessary time frames or you can call the City Clerk's office with questions regarding Special Designated Permits at 402/727-2633. I further understand that I must hire security for the event in the number as required by the Parks and Recreation Department and the Chief of Police. The security must be hired at least two weeks prior to the event.

Moller Center

I understand that I have been designated as the individual responsible for ensuring that minors are not served alcoholic beverages at this event. If there is an exchange of money for alcohol or setups or the event is open to the public (not by invitation only) and liquor is consumed on any basis, you need a Special Designated Permit from the City Council and the Nebraska Liquor Control Commission as described above.

I have read and understand the printed requirements for the facility that I have indicated above:

STEPHEN J. BARR
Print Name


Signature

1112 N. NYE AVE. FREMONT NE
Address City State & Zip
68025

402-218-0374
Phone

CITY OF
FREMONT
CITY CLERK'S OFFICE

PERMISSION TO CONSUME ALCOHOL ON CITY PROPERTY FORM
RETURN FORM **IMMEDIATELY** TO THE OFFICE OF THE CITY CLERK. EMAIL, FAX OR MAIL THE FORM:
CITY CLERK, 400 EAST MILITARY, FREMONT NE 68025 FAX: 402.727.2778

VIVIANOLA@FREMONTNE.GOV OR LEANN@MOLLER.FREMONTNE.GOV

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

On behalf of Abby Aronson, I respectfully request permission
Organization or Individual
to consume alcohol beverages on 8-15-13 at Moller Field
Date Location
for a rehearsal dinner
Type of Event

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

Christensen Field or City Auditorium

I understand that I must contract with a retail liquor license holder to procure a **special designated permit** from the City Council and the Nebraska Liquor Control Commission. The City Council meets the 2nd and last Tuesday of every month. The alcohol caterer can advise you of necessary time frames or you can call the City Clerk's office with questions regarding Special Designated Permits at 402/727-2633. I further understand that I must hire security for the event in the number as required by the Parks and Recreation Department and the Chief of Police. The security must be hired at least two weeks prior to the event.

Moller Center

I understand that I have been designated as the individual responsible for ensuring that minors are not served alcoholic beverages at this event. If there is an exchange of money for alcohol or setups or the event is open to the public (not by invitation only) and liquor is consumed on any basis, you need a Special Designated Permit from the City Council and the Nebraska Liquor Control Commission as described above.

I have read and understand the printed requirements for the facility that I have indicated above:

Abby Aronson
Print Name

[Signature]
Signature

1333 E Cumming St
Address City State & Zip

402 915 5898
Phone

Fremont, NE 68025
Revised 6/12

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: KIM VOLK, CITY CLERK/TREASURER

DATE: JANUARY 24, 2013

SUBJECT: SPECIAL DESIGNATED PERMIT

Recommendation: Approve Resolution approving special designated permit application

Background: The Police Department does not have any issues with the request. Event will be monitored for compliance with all rules and regulations.

#9

RESOLUTION NO.

A Resolution of the City Council of the City of Fremont, Nebraska, approving Special Designated Permit for: Burtonian Enterprises (2/9/13); Rise's Drive-In (3/9/13, 3/16/13, 2/22/13); Fremont Cosmopolitan Club (3/23/13); Mitch Sawyer (3/2/13)

RESOLVED: That the Fremont City Council approve the Special Designated Permit applications as outlined herein:

<u>Requestor</u>	<u>Property</u>	<u>Date</u>	<u>Purpose</u>
Burtonian Enterprises	925 North Broad	February 9, 2013	fundraiser
Rise's Drive-In Liquor	700 East 10th	March 9, 2013	fundraiser
Fremont Cosmopolitan Club	925 North Broad	March 23, 2013	dance
Rise's Drive-In Liquor	925 North Broad	March 16, 2013	reception
Rise's Drive-In Liquor	1730 West 16th	February 22, 2013	reception
Mitch Sawyer	1710 West 16th	March 2, 2013	fundraiser

PASSED AND APPROVED THIS 29th DAY OF JANUARY, 2013.

Scott Getzschman, Mayor

ATTEST:

Kimberly Volk, MMC, City Clerk

APPLICATION FOR SPECIAL DESIGNATED LICENSE

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



DO YOU NEED POSTERS? YES NO

RETAIL LICENSE HOLDERS

NON PROFIT APPLICANTS

Non Profit Status (check one that best applies)

Municipal Political Fine Arts Fraternal Religious Charitable Public Service

COMPLETE ALL QUESTIONS

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

2. Liquor license number and class (i.e. C-55441)
(If you're a nonprofit organization leave blank) CK-088370

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

NAME: BURTONIAN ENTERPRISES d/b/a TEN LIZZY TAVER

ADDRESS: 1108 1/2 E. 13RD AVENUE

CITY FREMONT, NE ZIP 68025

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

BUILDING NAME CITY AUDITORIUM - FREMONT

ADDRESS: 925 N. BROAD ST. CITY FREMONT, NE

ZIP 68025 COUNTY and COUNTY# DODGE

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

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

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

11. **Retailer: Will you be purchasing your alcohol from a wholesaler?** YES NO
Non-Profit: Where will you be purchasing your alcohol?

Wholesaler Retailer Both BYO
(includes wineries)

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

If so, describe activity _____

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

13. Any other information or requests for exemptions: _____

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

Print name of Event Supervisor Jack Valentine

Signature of Event Supervisor Jack Valente

Phone of Event Supervisor: Before 402-720-1846 During 402-720-1846

Consent of Authorized Representative/Applicant

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

sign here Mitchell J. Burt Owner 1-9-2013
Authorized Representative/Applicant Title Date
MITCHELL J. BURT
Print Name

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

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

11. **Retailer: Will you be purchasing your alcohol from a wholesaler?** YES NO
Non-Profit: Where will you be purchasing your alcohol?

Wholesaler Retailer Both BYO
(includes wineries)

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

If so, describe activity _____

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

13. Any other information or requests for exemptions: _____

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

Print name of Event Supervisor Jack Valentine

Signature of Event Supervisor Jack Valente

Phone of Event Supervisor: Before 402-720-1846 During 402-720-1846

Consent of Authorized Representative/Applicant

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

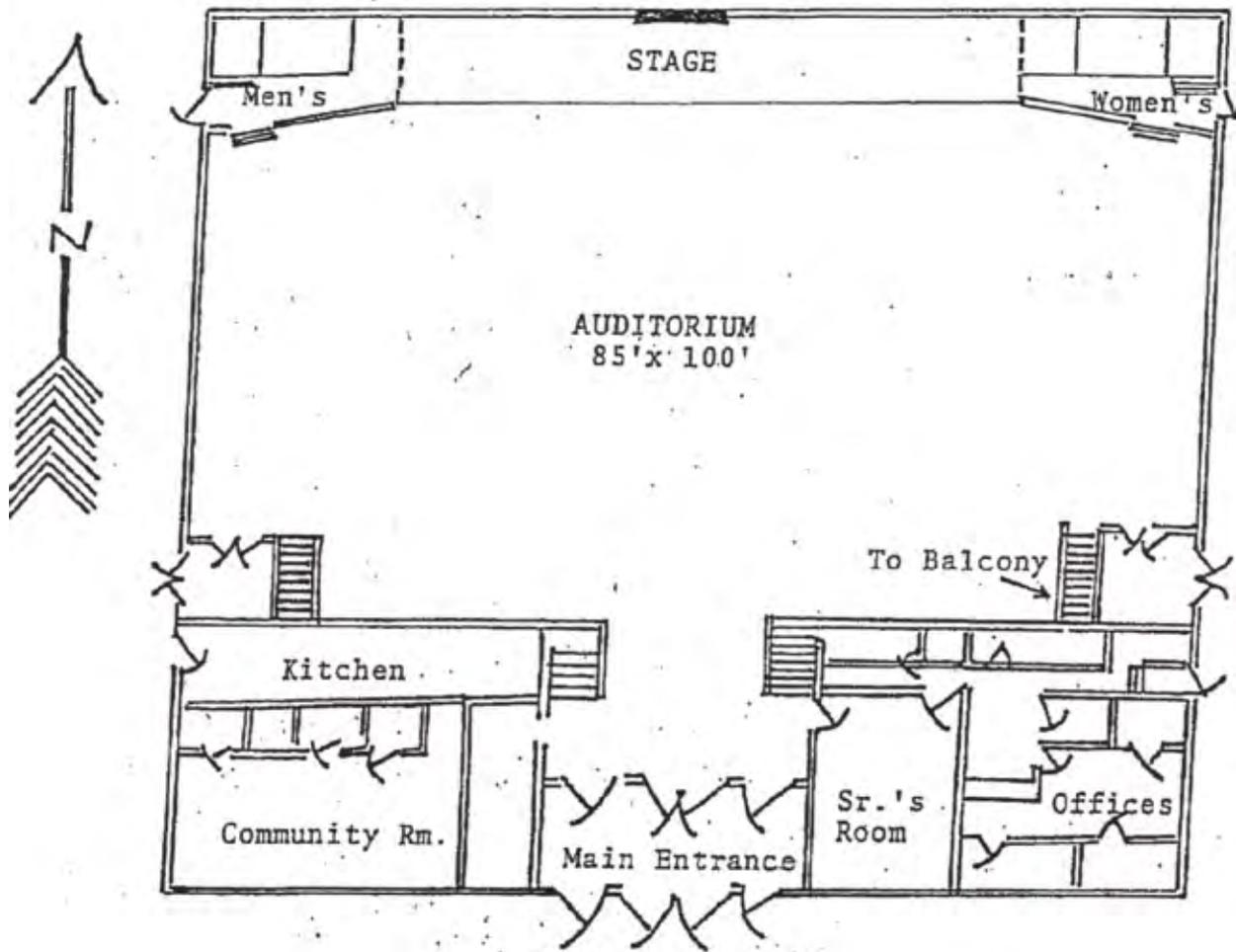
sign here Mitchell J. Burt Owner 1-9-2013
Authorized Representative/Applicant Title Date
MITCHELL J. BURT
Print Name

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

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

FREMONT CITY AUDITORIUM

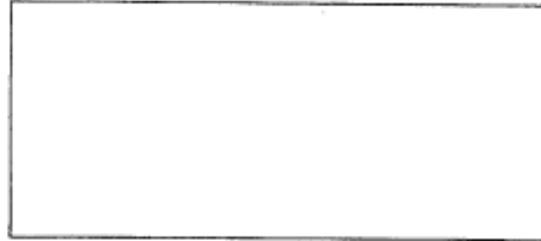
925 N. BROAD ST.



CUL DE SAC

APPLICATION FOR SPECIAL DESIGNATED LICENSE

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



RETAIL LICENSE HOLDERS

NON PROFIT APPLICANTS Non Profit Status (check one that best applies)

Municipal Political Fine Arts Fraternal Religious Charitable Public Service

COMPLETE ALL QUESTIONS

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

2. Liquor license number and class (i.e. C-55441)
(If you're a nonprofit organization leave blank)

DK-74918

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

NAME: RISE'S DRIVE-IN LIQUOR, INC.

ADDRESS: 1900 E. MILITARY AVE.

CITY FREMONT, NE ZIP 68025

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

BUILDING NAME HOPKINS ARENA, MIDLAND UNIVERSITY

ADDRESS: 700 E. 10TH CITY FREMONT, NE

ZIP 68025 COUNTY and COUNTY # DOODGE #5

a. Is this location within the city/village limits?

YES NO

b. Is this location within the 150' of church, school, hospital or home
for aged/indigent or for veterans their wives?

YES NO

c. Is this location within 300' of any university or college campus?

YES NO

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

Date <u>MARCH 9, 2013</u>	Date _____				
Hours _____	Hours _____	Hours _____	Hours _____	Hours _____	Hours _____
From <u>1:00 PM</u>	From _____				
To <u>1:00 AM</u>	To _____				

a. Alternate date: _____

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

6. Indicate type of activity to be carried on during event:
 Dance Reception Fund Raiser Beer Garden Sampling/Tasting Other _____

7. Description of area to be licensed
 Inside building, dimensions of area to be covered **IN FEET** 192 x 133
 Outdoor area dimensions of area to be covered **IN FEET** _____ x _____
 (not square feet or acres)

INCLUDE SKETCH IF OUTDOOR AREA

If outdoor area, how will premises be enclosed?

Fence type of fence; snow fence chain link cattle panel other _____

Tent

Other explain _____

8. How many attendees do you expect at event? 200

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

CARDING & WRIST BANDS

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

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

11. Where will you be purchasing your alcohol? Wholesaler Retailer Both BYO

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

If so, describe activity _____

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

13. Any other information or requests for exemptions: _____

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

Print name of Event Supervisor JEFF RISE

Signature of Event Supervisor 

Phone of Event Supervisor: Before 402-721-7778 During 402-719-9869

Consent of Authorized Representative/Applicant

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

sign
here



Authorized Representative/Applicant

MANAGER

Title

1-11-13

Date

JEFF RISE

Print Name

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

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

APPLICATION FOR SPECIAL DESIGNATED LICENSE

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



DO YOU NEED POSTERS? YES NO

RETAIL LICENSE HOLDERS

NON PROFIT APPLICANTS

Non Profit Status (check one that best applies)

Municipal Political Fine Arts Fraternal Religious Charitable Public Service

COMPLETE ALL QUESTIONS

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

2. Liquor license number and class (i.e. C-55441)
(If you're a nonprofit organization leave blank)

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

NAME: Fremont Cosmopolitan Club 100

ADDRESS: P.O. Box 103

CITY Fremont, NE ZIP 68025

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

BUILDING NAME Fremont City Auditorium

ADDRESS: 929 N. Broad CITY Fremont

ZIP 68025 COUNTY and COUNTY # Dodge

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

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

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

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

Date <u>03-23-13</u>	Date	Date	Date	Date	Date
Hours From <u>9:00 a.m.</u>	Hours From	Hours From	Hours From	Hours From	Hours From
To <u>11:00 p.m.</u>	To	To	To	To	To

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

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

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

7. Description of area to be licensed

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

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

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

If outdoor area, how will premises be enclosed?

- Fence; snow fence chain link cattle panel other _____
- Tent

8. How many attendees do you expect at event? 450

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

A Polka Party - not big draw for teens, Designated Officers will monitor all beer sales, REACT will monitor entire time

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

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

11. Retailer: Will you be purchasing your alcohol from a wholesaler? YES NO
Non-Profit: Where will you be purchasing your alcohol?

Wholesaler Retailer Both BYO
(includes wineries)

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

If so, describe activity _____

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

13. Any other information or requests for exemptions: _____

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

Print name of Event Supervisor Roger Larsen

Signature of Event Supervisor Roger Hans Larsen

Phone of Event Supervisor: Before 402-727-1557 During 402-727-1557

Consent of Authorized Representative/Applicant

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

sign here

Roger Hans Larsen Event chr. 1-10-13
Authorized Representative/Applicant Title Date

Roger Hans Larsen
Print Name

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

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

This page is required to be completed by Non Profit applicants only.

**Application for Special Designated License
Under Nebraska Liquor Control Act
Affidavit of Non-Profit Status**

I HEREBY DECLARE THAT THE CORPORATION MAKING APPLICATION FOR A SPECIAL DESIGNATED LICENSE UNDER THE NEBRASKA LIQUOR CONTROL ACT IS EITHER A MUNICIPAL CORPORATION, A FINE ARTS MUSEUM INCORPORATED AS A NONPROFIT CORPORATION, A RELIGIOUS NONPROFIT CORPORATION WHICH HAS BEEN EXEMPTED FROM THE PAYMENT OF FEDERAL INCOME TAXES, A POLITICAL ORGANIZATION WHICH HAS BEEN EXEMPTED FROM THE PAYMENT OF FEDERAL INCOME TAXES, OR ANY OTHER NONPROFIT CORPORATION, THE PURPOSE OF WHICH IS FRATERNAL, CHARITABLE, OR PUBLIC SERVICE AND WHICH HAS BEEN EXEMPTED FROM THE PAYMENT OF FEDERAL INCOME TAXES AS PER §53-124.11(1).

AS SIGNATORY I CONSENT TO THE RELEASE OF ANY DOCUMENTS SUPPORTING THIS DECLARATION AND ANY DOCUMENTS SUPPORTING THIS DECLARATION WILL BE PROVIDED TO THE NEBRASKA LIQUOR CONTROL COMMISSION, THE NEBRASKA STATE PATROL OR ANY AGENT OF THE LIQUOR CONTROL COMMISSION IMMEDIATELY UPON DEMAND. I ALSO CONSENT TO THE INVESTIGATION OF THIS CORPORATE ENTITY TO DETERMINE IT'S NONPROFIT STATUS.

I AGREE TO WAIVE ANY RIGHTS OR CAUSES OF ACTION AGAINST THE NEBRASKA LIQUOR CONTROL COMMISSION, THE NEBRASKA STATE PATROL OR ANY PARTY RELEASING INFORMATION TO THE AFOREMENTIONED PARTIES.

Freemont Cosmopolitan 100 cheb
NAME OF CORPORATION

47-6036799
FEDERAL ID NUMBER

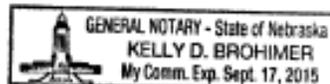
Roger Hans Larsen
SIGNATURE OF TITLE OF CORPORATE OFFICERS

THE ABOVE INDIVIDUAL STATES THAT THE STATEMENT ABOVE IS TRUE AND CORRECT: IF ANY FALSE STATEMENT IS MADE ON THIS APPLICATION, THE APPLICANT SHALL BE DEEMED GUILTY OF PERJURY AND SUBJECT TO PENALTIES PROVIDED BY LAW. (SEC. §53-131.01) NEBRASKA LIQUOR CONTROL ACT

SUBSCRIBED IN MY PRESENCE AND SWORN TO BEFORE ME THIS 10th DAY OF

January 2013

Kelly D. Brohimer
NOTARY PUBLIC SIGNATURE & SEAL



APPLICATION FOR SPECIAL DESIGNATED LICENSE

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



RETAIL LICENSE HOLDERS

NON PROFIT APPLICANTS Non Profit Status (check one that best applies)
Municipal Political Fine Arts Fraternal Religious Charitable Public Service

COMPLETE ALL QUESTIONS

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

2. Liquor license number and class (i.e. C-55441)
(If you're a nonprofit organization leave blank)

DR-74918

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

NAME: Rise's Drive-in Liquor, Inc

ADDRESS: 1900 E. MILITARY AVE # 284

CITY Fremont, NE ZIP 68025

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

BUILDING NAME Fremont City Auditorium

ADDRESS: 925 N. BRAD CITY Fremont, NE

ZIP 68025 COUNTY and COUNTY # Dodge #5

- a. Is this location within the city/village limits? YES NO
- b. Is this location within the 150' of church, school, hospital or home
for aged/indigent or for veterans their wives? YES NO
- c. Is this location within 300' of any university or college campus? YES NO

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

Date <u>MARCH 16</u>	Date _____				
Hours _____	Hours _____	Hours _____	Hours _____	Hours _____	Hours _____
From <u>1:00 PM</u>	From _____				
To <u>6:00 AM</u>	To _____				

a. Alternate date: _____

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

6. Indicate type of activity to be carried on during event:
 Dance Reception Fund Raiser Beer Garden Sampling/Tasting Other _____

7. Description of area to be licensed
 Inside building, dimensions of area to be covered IN FEET 100 x 120
 Outdoor area dimensions of area to be covered IN FEET _____ x _____
 (not square feet or acres)

INCLUDE SKETCH IF OUTDOOR AREA
 If outdoor area, how will premises be enclosed?
 Fence type of fence; snow fence chain link cattle panel other _____
 Tent
 Other : explain _____

8. How many attendees do you expect at event? 150

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

10. Will premises to be covered by license comply with all Nebraska sanitation laws? YES NO
 a. Are there separate toilets for both men and women? YES NO

11. Where will you be purchasing your alcohol? Wholesaler Retailer Both BYO

12. Will there be any games of chance operating during the event? YES NO
 If so, describe activity _____

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

13. Any other information or requests for exemptions: _____

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

Print name of Event Supervisor

JEFF RISE

Signature of Event Supervisor



Phone of Event Supervisor: Before

402-721-7779

During

402-719-9689

Consent of Authorized Representative/Applicant

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

sign here



Authorized Representative/Applicant

MANAGER

Title

1-21-13

Date

JEFF RISE

Print Name

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

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

APPLICATION FOR SPECIAL DESIGNATED LICENSE

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



RETAIL LICENSE HOLDERS

NON PROFIT APPLICANTS Non Profit Status (check one that best applies)
Municipal Political Fine Arts Fraternal Religious Charitable Public Service

COMPLETE ALL QUESTIONS

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

2. Liquor license number and class (i.e. C-55441)
(If you're a nonprofit organization leave blank)

DK-74918

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

NAME: RISES DRIVE-IN LIQUOR, INC.

ADDRESS: 1900 E. MILITARY AVE #284

CITY FREMONT, NE ZIP 68025

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

BUILDING NAME CHRISTENSEN FIELD FRIENDSHIP CENTER

ADDRESS: 1730 W. 16TH CITY FREMONT, NE

ZIP 68025 COUNTY and COUNTY # DOUGLAS #5

- a. Is this location within the city/village limits? YES NO
- b. Is this location within the 150' of church, school, hospital or home
for aged/indigent or for veterans their wives? YES NO
- c. Is this location within 300' of any university or college campus? YES NO

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

Date <u>FEB 22, 2013</u>	Date _____				
Hours _____	Hours _____	Hours _____	Hours _____	Hours _____	Hours _____
From <u>1:00 pm</u>	From _____				
To <u>1:00 AM</u>	To _____				

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

6. Indicate type of activity to be carried on during event:
 Dance Reception Fund Raiser Beer Garden Sampling/Tasting Other _____

7. Description of area to be licensed
 Inside building, dimensions of area to be covered **IN FEET** 100 x 125 **FRIENDSHIP CENTER**
 Outdoor area dimensions of area to be covered **IN FEET** _____ x _____
 (not square feet or acres)

INCLUDE SKETCH IF OUTDOOR AREA

If outdoor area, how will premises be enclosed?

Fence type of fence; snow fence chain link cattle panel other _____

Tent

Other explain _____



8. How many attendees do you expect at event? 100

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

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

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

11. Where will you be purchasing your alcohol? Wholesaler Retailer Both BYO

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

If so, describe activity _____

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

13. Any other information or requests for exemptions: _____

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

Print name of Event Supervisor JEFF RISE

Signature of Event Supervisor 

Phone of Event Supervisor: Before 402-721-7778 During 402-719-9689

Consent of Authorized Representative/Applicant

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

sign here  MANAGER 1-21-13
Authorized Representative/Applicant Title Date

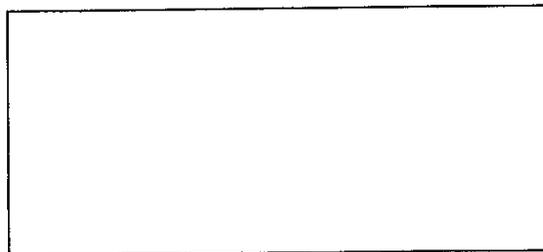
JEFF RISE
Print Name

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

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

APPLICATION FOR SPECIAL DESIGNATED LICENSE

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



DO YOU NEED POSTERS? YES NO

RETAIL LICENSE HOLDERS

NON PROFIT APPLICANTS

Non Profit Status (check one that best applies)

Municipal Political Fine Arts Fraternal Religious Charitable Public Service

COMPLETE ALL QUESTIONS

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

2. Liquor license number and class (i.e. C-55441)
(If you're a nonprofit organization leave blank)

CK-099140

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

NAME: Sawyer Mitch - Whis³ END ZONE LOUNGE INC.

ADDRESS: 845 So. Broad St.

CITY Fremont NE

ZIP 68025

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

BUILDING NAME Christensen Field Main Area ~~Fremont~~

ADDRESS: 16th + Ridge Rd

CITY Fremont NE

ZIP 68025

COUNTY and COUNTY# Dodge #5

a. Is this location within the city/village limits?

YES NO

b. Is this location within the 150' of church, school, hospital or home
for aged/indigent or for veterans and/or wives?

YES NO

c. Is this location within 300' of any university or college campus?

YES NO

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

Date 3-2-2013	Date	Date	Date	Date	Date
Hours From 4:00 pm To Midnight	Hours From	Hours From	Hours From	Hours From	Hours From
	To	To	To	To	To

a. Alternate date: NO

b. Alternate location: NO
(Alternate date or location must be specified in local approval)

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

- Dance
 Reception
 Fund Raiser
 Beer Garden
 Sampling/Tasting
 Other Phosant Forever Banquet

7. Description of area to be licensed

Inside building, dimensions of area to be covered **IN FEET** 150' x 120'
(not square feet or acres)

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

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

If outdoor area, how will premises be enclosed?

Fence; snow fence chain link cattle panel other _____

Tent

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

9. If over 150 attendees. Indicate the steps that will be taken to prevent underage persons from obtaining alcohol beverages. (Attach separate sheet if needed) Check I.D.'s when necessary
Use Wrist Bands + Security

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

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

11. **Retailer:** Will you be purchasing your alcohol from a wholesaler? YES NO
Non-Profit: Where will you be purchasing your alcohol?

Wholesaler Retailer Both BYO
(includes wineries)

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

If so, describe activity Raffles, silent auctions, live Auctions

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

13. Any other information or requests for exemptions: NO

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

Print name of Event Supervisor Mitch Sawyer - Baron Winery

Signature of Event Supervisor [Signature]

Phone of Event Supervisor: Before (402) 720-1391 During Same

Consent of Authorized Representative/Applicant

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

sign here [Signature] Authorized Representative/Applicant Owner Title 1/23/13 Date
Mitch Sawyer Print Name

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

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

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: KIM VOLK, CITY CLERK

DATE: JANUARY 24, 2013

SUBJECT: CEMENT WORKER APPLICATION

Recommendation: Move to approve the cement worker application of Michael Hudson & Pave The Way.

Background: Cement 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 workers have a 60 day grace period to renew their license after April 1st of every year.

Applicant Michael Hudson's cement worker license expired past the grace period.

#10

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 Cement Work

License should be issued to Michael Hudson

License shall be used by applicant as the sole owner of business, which will be conducted under the name of Pave the Way Concrete at 347 E Washington (PO Box 2172) Fremont NE

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

Applicant telephone number at place of business or where can be reached 402-720-9221

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 15 years of practical experience in this type of work at the following places (Cover the last five years)

I have the following technical education: _____

I give you the following references: _____

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 1/08/13

[Signature]
 Signature

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: KIM VOLK, CITY CLERK

DATE: JANUARY 24, 2013

SUBJECT: LIBRARY BOARD

Recommendation: Move to accept the resignation of Janet Jelkin from the Library Board.

Background: Ms. Jelkin has resigned from the Library Board.

#11

From: [Volk, Kim](#)
To: [Volk, Kim](#)
Date: Monday, January 07, 2013 2:48:22 PM

I am a bit over committed right now, and when i get involved with something i like to give it my all, and i dont feel like the library is an area i feel passionate enough to be an effective board member!

Jan Jelkin

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: KIM VOLK, CITY CLERK
DATE: JANUARY 24, 2013
SUBJECT: DOWNTOWN IMPROVEMENT DISTRICT BOARD

Recommendation: Move to accept the resignation of Kellee Rasmussen from Downtown Improvement District Board.

Background: Ms. Rasmussen has resigned from the Downtown Improvement District Board due to her retirement.

#12

Resignation: Kellee A Rasmussen

It is with great regret to inform the DND board of my resignation from First State Bank and Trust Company as of December 31, 2013. This retirement requires me to resign from the board. It has been an honor to serve on the DND board.

Sincerely,

Kellee A Rasmussen

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: KIM VOLK, CITY CLERK

DATE: January 24, 2013

SUBJECT: Downtown Improvement District Board

Recommendation: Move to approve the recommendation of the Mayor to reappoint Nick Sassaman to the
Downtown Improvement District Board for a 5 year term ending February 2018.

Background: Mr. Sassaman has agreed to serve another term on the Downtwon Improvement District Board.

#13

STAFF REPORT

TO: Mayor and City Council
FROM: Rian Harkins, AICP, Planning Director
DATE: 24 January 2013
SUBJECT: Appointment of Nick Sassaman to the Planning Commission

Recommendation: Move to approve the recommendation of the Mayor to appoint Nick Sassaman to the Planning Commission to fill an unexpired term ending April 2013.

Background: The Mayor has selected Nick Sassaman to serve on the Planning Commission. This appointment fills the vacancy created by the resignation of Terry Synovec.

#14

STAFF REPORT

TO: Mayor and City Council
FROM: Rian Harkins, AICP, Planning Director
DATE: 24 January 2013
SUBJECT: Building Code Advisory and Appeals Board

Recommendation: Move to approve the recommendation of the Mayor to reappoint Scott Brown and Donald Brown to the Building Code Advisory and Appeals Board for a three year term ending November 2015.

Background: Both have agreed to serve another term.

#15

STAFF REPORT

TO: Mayor and City Council
FROM: Rian Harkins, AICP, Planning Director
DATE: 24 January 2013
SUBJECT: Electrical Examining Board

Recommendation: Move to approve the recommendation of the Mayor to reappoint Ed Springgate to the Electrical Examining Board for a five year term ending December 2017.

Background: Mr. Springgate has agreed to serve another term.

#16

STAFF REPORT

TO: Mayor and City Council

FROM: Rian Harkins, AICP, Planning Director

DATE: 24 January 2013

SUBJECT: Appointment of Curt Friedrich as a regular member of the Board of Adjustment.

Recommendation: Move to approve the recommendation of the Mayor to appoint Curt Friedrich a a regular member to the Board of Adjustment to fill an unexpired term ending September 2014.

Background: The Mayor has selected Curt Friedrich to serve on the Board of Adjustment as a regular member. This appointment fills the vacancy created by the resignation of Jim Hoshor.

#17

STAFF REPORT

TO: Mayor and City Council

FROM: Rian Harkins, AICP, Planning Director

DATE: 24 January 2013

SUBJECT: Appointment of Scott Brown as an alternate member of the Board of Adjustment.

Recommendation: Move to approve the recommendation of the Mayor to appoint Scott Brown as an alternate member to the Board of Adjustment to fill an unexpired term ending September 2014.

Background: The Mayor has selected Scott Brown to serve on the Board of Adjustment as the alternate member.

#18

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Dan Seder, Parks and Recreation Director

DATE: January 16, 2013

SUBJECT: 2013 Fee Structure for Parks and Recreation Services

Recommendation: Move to accept the new proposed fee structure.

Background: The proposed fee structure was developed by the previous Parks and Recreation Director and recently approved by the Park Board on January 8, 2013. The previous director compared the department fees to those of other cities our size. The proposed fees are for Rental Rates, Cemetery Rates, User Group Fees, and Recreation/Aquatics Fees. The new User Group Fees have been communicated to those groups that use the city facilities by the previous director, they are aware of the new rates for 2013.

Fiscal Impact: The department should see an increase in revenue as well as recouping expenses in regard to prepping and maintaining fields and facilities.

#19

USER GROUP FEES

User Group	10yr Average Fee	2011 # of users	2011 Fee	2012 Fee	2013 Proposed Fee	Contact
Nighthawks	\$537.00	300	\$900.00	\$900.00	\$1,500.00	Mike Dieckman
Girls SB Assoc/Ladyhawks	\$528.00	165	\$495.00	\$550.00	\$750.00	Mike Dieckman
FHS Softball	\$126.00	39	\$117.00	\$125.00	\$500.00	Bill Fitzgerald
FHS Soccer (boys/girls)	\$246.00	82	\$246.00	\$250.00	\$1,000.00	Bill Fitzgerald
American Legion Baseball	\$84.00	25	\$75.00	\$75.00	\$250.00	Vince Perry
Freshman Legion Baseball	\$36.00	NA	NA	\$50.00	\$100.00	Vince Perry
MU Baseball	\$87.00	38	\$114.00	\$125.00	\$500.00	Jason Dannelly
MU Softball	\$69.00	25	\$75.00	\$125.00	\$500.00	Jason Dannelly
MU Soccer (men/women)	\$162.00	55	\$165.00	\$200.00	\$1,000.00	Jason Dannelly
Bergan HS Baseball	\$150.00	52	\$156.00	\$150.00	\$500.00	Ron Beacom
YMCA BB (spring/fall)	\$963.00	239	\$717.00	\$725.00	\$750.00	Jeremy Winn
YMCA Soccer	\$252.00	109	\$327.00	\$325.00	\$250.00	Jeff Beckman
Fremont Soccer Club	\$585.00	268	\$804.00	\$800.00	\$1,000.00	Marty Krohn
Mens Slow Pitch	\$2,610.00	27 teams	\$2,400.00	\$75 per team	\$75 per team	Bob Brown
Womens Slow Pitch	\$580.00	5 teams	\$380.00	\$75 per team	\$75 per team	Bob Brown
Mens Fall Slow Pitch		5 teams	\$250.00	\$50 per team	\$50 per team	Scott Shaller
USSSA Friday League		New in 2012		\$50 per team	\$50 per team	Scott Thompson
Todd Valley, Logan Valley SB				\$10 per home game	\$50 per team	Varies
All organizations have been contacted and are aware of the proposed fees.						
NOTE: Mens Fall Slow Pitch, USSSA Friday League, Todd and Logan Valley all do their own field prep work and buy their own chalk.						

2012-2013 Facility Fees

Regular Rates			Commercial Rates				
Facility	Fri-Sun Daily Fee	Mon-Thur Daily Fee	Facility	Daily Fee (No Alcohol)	Daily Fee (w/alcohol -300)	Daily Fee (w/alcohol +300)	Daily Fee (w/alcohol +600)
City Auditorium			City Auditorium				
Gym	\$325.00	\$240.00	Gym	\$385.00	\$570.00	\$865.00	NA
Kitchen	\$45.00	\$30.00	Kitchen	\$45.00	\$45.00	\$45.00	NA
Community Room	\$75.00	\$55.00	Community Room	\$75.00	\$75.00	\$75.00	NA
Stage Only	NA	\$100.00	Stage Only	NA	NA	NA	NA
Christensen Field			Christensen Field				
Main Arena	\$425.00	\$320.00	Main Arena	\$485.00	\$735.00	\$1,060.00	\$1,445.00
Kitchen	\$45.00	\$30.00	Kitchen	\$45.00	\$45.00	\$45.00	\$45.00
Meeting Room	\$75.00	\$55.00	Meeting Room	\$75.00	\$75.00	\$75.00	\$75.00
Stage	\$50.00	\$50.00	Stage	\$50.00	\$50.00	\$50.00	\$50.00
Short Stage	\$20.00	\$20.00	Short Stage	\$20.00	\$20.00	\$20.00	\$20.00
Friendship Center	\$300.00	\$225.00	Friendship Center	\$360.00			
F.C. Kitchen	\$45.00	\$30.00	F.C. Kitchen	\$45.00			
Indoor Arena	\$225.00	\$175.00	Indoor Arena	\$285.00			
Heat	Determined by Usage	Determined by Usage	Heat	Determined by Usage			
Outdoor Arena	\$125.00	\$100.00	I. Arena Kitchen	\$30.00			
Enclosed Barn	\$75.00	\$55.00					
I. Arena Kitchen	\$30.00	\$20.00	Tables (All Facilities)	\$2/table (w/8 chairs)			
Horse Stalls	\$12.00	\$12.00	Chairs Only	\$15/100 chairs			
Camping	\$15.00	\$15.00					
*Moller Field	\$75.00	\$55.00					
*unavailable after May 31, 2013							
Tables (All Facilities)	\$2/table (w/8 chairs)	\$2/table (w/8 chairs)					
Chairs Only	\$15/100 chairs	\$15/100 chairs					

RIDGE CEMETERY FEES

Description of Service	Current Fee	2013 Proposed Fee
Grave Opening/Closing Weekday	\$480.00	\$520.00
Grave Opening (Saturday prior to 11am)	\$620.00	\$670.00
Baby Grave Opening (weekday)	\$260.00	\$280.00
Baby Grave Opening (Saturday prior to 11am)	\$300.00	\$325.00
Cremation Grave Opening (weekday)	\$235.00	\$255.00
Cremation Grave Opening (Saturday prior to 11am)	\$350.00	\$375.00
Columbarium Niche Price (includes first opening and engraving)	\$1,000.00	\$1,080.00
Columbarium Niche Second Opening (same niche)	\$100.00	\$110.00
Niche Second Opening (Saturday prior to 11am)	\$135.00	\$150.00
Niche future engraving (second burial)	\$100.00	\$110.00
Saturday after 11am and Sunday/Holidays	Prohibited	Prohibited
Late Fees- Less than 48 hr notice for grave opening	\$120.00	\$130.00
Winter Grave Opening (December-February)	\$35.00	\$40.00
Penalty Fee- for every 15 minutes after 11am on Saturday	\$55.00	\$65.00
Disinterment Fee	\$800.00	\$860.00
Reinterment Fee	\$480.00	\$530.00
Disinterment and Reinterment	\$1,300.00	\$1,375.00
Disinterment Infant	\$360.00	\$390.00
Lot Price-8 foot	\$420.00	\$455.00
Lot Price- 10 foot	\$485.00	\$525.00
Transfer of Deeds	\$55.00	\$65.00

Activity Fee- Recreational Programs/ Pools

Activity Description	2012 Fee	2013 Proposed Fee
Lil Sluggers	\$25.00	\$30.00
K T-ball	\$40.00	\$45.00
Baseball/Softball	\$50.00	\$55.00
Splash Youth/Senior Daily	\$4.50	\$4.75
Splash Adult Daily	\$6.00	\$6.25
Splash Youth Book	\$40.00	\$45.00
Splash Adult Book	\$55.00	\$60.00
Splash Family Day	\$25.00	\$28.00
Splash Youth/Senior Season	\$70.00	\$75.00
Splash Adult Season	\$80.00	\$85.00
Splash Family Season	\$210.00	\$220.00
Ronin Youth/Senior Daily	\$2.75	\$3.00
Ronin Adult Daily	\$4.00	\$4.25
Ronin Youth Book	\$20.00	\$25.00
Ronin Adult Book	\$30.00	\$35.00
Ronin Youth Season	\$45.00	\$50.00
Ronin Adult Season	\$55.00	\$60.00
Ronin Family Season	\$100.00	\$110.00
Learn to Swim	\$25.00	\$30.00
Kinder Swim	\$15.00	\$20.00

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: KIMBERLY VOLK, CITY CLERK/TREASURER
DATE: JANUARY 24, 2013
SUBJECT: RERP

Recommendation: Approve Resolution approving Radiological Emergency Reception Plan for Nuclear Power Plant Incidents.

Background: Bill Pook, Civil Defense Director, is requesting the Council to adopt the Radiological Emergency Reception Plan for nuclear power plant incidents. The Council last adopted the plan on March 10, 2009. Both Fire Chief Bernt and Police Chief Elliott have reviewed the plan. The plan is over 400 pages and can be found here www.fremontne.gov.

Fiscal Impact: n/a

#20

RESOLUTION NO. _____

A Resolution of the City Council of the City of Fremont, Nebraska, approving the Radiological Emergency Reception Plan for nuclear power plant incidents.

RESOLVED: That in order to provide a coordinated effort and response to an emergency situation at the Fort Calhoun Nuclear Power Plant which could result in an influx of evacuees into the City of Fremont, the Fremont City Council deems it advisable and prudent to approve the attached Radiological Emergency Reception Plan for nuclear power plant incidents.

PASSED AND APPROVED THIS ____ DAY OF _____, 2013.

Scott Getzschman, Mayor

ATTEST:

Kimberly Volk, MMC
City Clerk

.....

William Pook, Director
435 North Park Avenue
Suite 404
Fremont, Nebraska 68025
402-727-2785
800-374-7356
bill@region5-6.org

Region 5/6 Emergency Management

12-19-12

Dale,

Here is a printed copy and a CD version of the new Dodge County/City of Fremont Radiological Emergency Response Plan. Fremont is the designated "Host" community if the Nebraska 10 plan emergency planning zone around the Fort Calhoun Nuclear Station were to be evacuated. Reception and Care would be at the Fremont Middle School and has been practiced there several times.

This plan has been reviewed by and approved by:

- FEMA
- Nebraska Emergency Management
- Region 5/6 EMA
- Fremont Police
- Fremont Fire
- FAMC
- Dodge County Sheriff.

I ask for city council resolution approval and will be in chamber to present the plan and any questions.

I am available both January Council dates if agenda time is there.

Please contact me if you would like an executive briefing before then.



STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Shelly Holzerland, Director of Communications

DATE: January 22, 2013

SUBJECT: Uninterrupted Power Supply System for PSAP

Recommendation: Move to approve Resolution to accept bid from Inotek for \$16,315.00 for a Liebert Nfinity
16kVA Uninterrupted Power Supply System

Background: Fremont and Dodge County are consolidating emergency service dispatch operations. The PSAP will contain mission-critical equipment that must continue to function in a wide variety of situations and circumstances. A UPS system is needed to ensure the power supply to all of the equipment remains constant and to prevent loss of power to any component during switchover to generator power.

Fiscal Impact: Cost for the Liebert Nfinity - \$16,315

This equipment is part of the combined city/county PSAP and its costs would be split 50/50 with Dodge County, in accordance with the interlocal agreement

#21

Resolution NO. _____

A Resolution of the City Council of the City of Fremont, Nebraska, to accept and award bid for an Uninterrupted Power Supply System for the Fremont/Dodge County Communications Center.

WHEREAS, said bids were publicly opened, read and tabulated in the City Council Chambers on the 18 day of January, 2013, at the hour of 4:00 p.m.

NOW THEREFORE BE IT RESOLVED: That the bid of Inotek in the amount of \$16,315.00 be accepted as the Best and Lowest Bid; and, the Mayor and City Council be and are authorized to enter into contract with said firm for a UPS System.

PASSED AND APPROVED THIS _____ DAY OF _____, 2013

SCOTT GETZSCHMAN, MAYOR

ATTEST:

Kimberly Volk, MMC
City Clerk

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL /
BOARD OF PUBLIC WORKS

FROM: GENERAL MANAGER, DEPARTMENT OF UTILITIES

DATE: January 23, 2013

SUBJECT: Overhaul of unit #8 turbine, and turbine control valves

Recommendation: Approve resolution to award bid.

Background: The turbines and generators at the power plant need to be overhauled and inspected on a regular basis to insure they are working properly and allowable internal tolerances are being maintained. The timing of the overhauls is based on the number of hours of operation and the number of cold starts. Industry standards need to be followed to insure reliability as well as satisfying our insurance carrier that we are doing all we can to keep the units in proper working order to avoid a major equipment failure.

A bid tab of the bids received is attached. The low bid took several exceptions to the terms and conditions in the specifications in the areas of warranty, safety responsibility, indemnity, and insurance requirements. After review and reference checks, the second low bid of S.T. Cotter is being recommended.

#22

RESOLUTION NO. _____

A Resolution of the City Council of the City of Fremont, Nebraska, accepting and awarding bid of S.T. Cotter Turbine Services, Inc., for the overhaul of Unit #8 Turbine in the amount of \$513,046.00.

WHEREAS, the Mayor and City Council, by a resolution passed on the 27th day of November, 2012 instructed the Board of Public Works to advertise for bids for the overhaul of Unit #8 Turbine, and;

WHEREAS, said bids were publicly opened, read and tabulated in the Council Chambers on the 8th day of January 2013 at the hour of 2:00 p.m.; and,

WHEREAS, the Board of Public Works has reviewed the bids received and recommends that the bid of S.T. Cotter Turbine Services, Inc., be accepted as the best bid for the overhaul of Unit #8 Turbine; and,

NOW, THEREFORE BE IT RESOLVED, That the Mayor and City Council accept the recommendation of the Board of Public Works and approve the award for the overhaul of Unit #8 Turbine to S.T. Cotter Turbine Services, Inc., in the amount of \$513,046.00.

PASSED AND APPROVED THIS _____ DAY OF _____, 2013

Scott Getzschman, Mayor

ATTEST:

Kimberly Volk, MMC
City Clerk

**UNIT #8 TURBINE INSPECTION & REPAIR
LON D. WRIGHT POWER PLANT**

DESCRIPTION/OPTIONS	VENDORS								
	WOOD GROUP	TURBINE DIAGNOSTIC	S.T. COTTER	TURBO CARE	DRESSER-RAND	NAES	POWER GEN	GENERAL ELECTRIC	PROENERGY
LUMP SUM	\$442,784	458,660	485,326	550,000	594,923	603,683	636,640	678,182	748,892
Option 1 Replace 12 stage buckets	\$30,360	\$91,200	\$27,720	\$65,427	\$19,800	\$29,040	\$40,844	\$68,000	\$72,720
Option 2 Replace last stage L-0 buckets	\$49,910	\$128,400	\$45,570	\$113,750	\$69,080	\$47,740	\$40,844	\$169,600	\$85,850
Option 3 Repair diaphragm partitions (Cut back 1/2")	\$130,123	\$98,912	\$118,808	\$186,200	\$155,925	\$124,465	\$105,565	\$119,400	\$143,420
LUMP SUM & OPTION 1	\$473,144	\$549,860	\$513,046	\$615,427	\$614,723	\$632,723	\$677,484	\$746,182	\$821,612
LUMP SUM & OPTION 1&2	\$523,054	\$678,260	\$558,616	\$729,177	\$683,803	\$680,463	\$718,328	\$915,782	\$907,462
LUMP SUM & OPTION 1&3	\$603,267	\$648,772	\$631,854	\$801,627	\$770,648	\$757,188	\$783,049	\$865,582	\$965,032
LUMP SUM & OPTIONS 1,2,&3	\$653,177	\$777,172	\$677,424	\$915,377	\$839,728	\$804,928	\$823,893	\$1,035,182	\$1,050,882
Scaffolding	\$15,000								

Lon D. Wright Power Plant Management recommends that S.T. Cotter be awarded this contract.

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL /BOARD OF PUBLIC WORKS

FROM: GENERAL MANAGER, DEPARTMENT OF UTILITIES

DATE: January 21, 2013

SUBJECT: Sewer Extension District SE-802-12 and water main extension

Recommendation: Approve resolution to award bid.

Background: Project is to extend sewer and water to the northwest corner of the intersection of Highway 30 and County Road 20 1/4. The sewer extension will be assessed to the adjoining property owners as a part of a Sewer Extension District and the water main extension is a part of the main grid and will be paid for with Utility funds.

Bid tab is attached.

#23

RESOLUTION NO. _____

A Resolution of the City Council of the City of Fremont, Nebraska, accepting and awarding bid of Penro Construction Co., Inc. for the Sewer Extension District SE-802-12 and Water Main Extension in County Road 20¼ Ave. across Highway 30 in the amount of \$237,822.95.

WHEREAS, the Mayor and City Council, by a resolution passed on the 8th day of January, 2013 instructed the Board of Public Works to advertise for bids for Sewer Extension District SE-802-12 and Water Main Extension in County Road 20¼ Ave. across Highway 30, and;

WHEREAS, said bids were publicly opened, read and tabulated in the Council Chambers on the 22nd day of January 2013 at the hour of 2:00 p.m.; and,

WHEREAS, the Board of Public Works has reviewed the bids received and recommends that the bid of Penro Construction Co., Inc. be accepted as the best bid for Sewer Extension District SE-802-12 and Water Main Extension in County Road 20¼ Ave. across Highway 30; and,

NOW, THEREFORE BE IT RESOLVED, That the Mayor and City Council accept the recommendation of the Board of Public Works and approve the award for Sewer Extension District SE-802-12 and Water Main Extension in County Road 20¼ Ave. across Highway 30 to Penro Construction Co., Inc. in the amount of \$237,822.95.

PASSED AND APPROVED THIS _____ DAY OF _____, 2013

Scott Getzschman, Mayor

ATTEST:

Kimberly Volk, MMC
City Clerk

BID TABULATION FOR 2013 WEST HIGHWAY 30 WATER MAIN EXTENSION AND SANITARY SEWER EXTENSION DISTRICT #SE-802-12 FOR THE CITY OF FREMONT, NEBRASKA

SANITARY SEWER QUANTITIES

PENRO CONST

SAWYER CONST

RUTJENS CONST

THOMPSON CONST

SLEPICKA CONST

H. R. BOOKSTROM

GENERAL EXCAVATING

ITEM	DESCRIPTION	QTY	UNIT	Unit Cost	Total Cost												
101	10" DIA PVC SDR 17 (250 PSI) SANITARY SEWER MAIN	80.1	LF	\$36.30	\$2,907.63	\$25.40	\$2,034.54	\$34.50	\$2,763.45	\$35.00	\$2,803.50	\$82.90	\$6,640.29	\$45.00	\$3,604.50	\$63.00	\$5,046.30
102	8" DIA PVC SDR 26 SANITARY SEWER MAIN	1,625.2	LF	\$22.30	\$36,241.96	\$20.90	\$33,966.68	\$30.45	\$49,487.34	\$21.00	\$34,129.20	\$42.75	\$69,477.30	\$39.00	\$63,382.80	\$42.00	\$68,258.40
103	8" DIA PVC SDR 17 (250 PSI) SANITARY SEWER MAIN	270.7	LF	\$23.10	\$6,253.17	\$21.40	\$5,792.98	\$28.50	\$7,714.95	\$24.00	\$6,496.80	\$69.90	\$18,921.93	\$31.00	\$8,391.70	\$43.50	\$11,775.45
104	48" DIA. MANHOLE	50.3	LF	\$335.00	\$16,850.50	\$315.00	\$15,844.50	\$265.00	\$13,329.50	\$575.00	\$28,922.50	\$338.30	\$17,016.49	\$300.00	\$15,090.00	\$473.00	\$23,791.90
105	14" DIA 0.375" THICK STEEL CASING, BORED	190	EA	\$179.60	\$34,124.00	\$176.00	\$33,440.00	\$200.00	\$38,000.00	\$190.00	\$36,100.00	\$150.00	\$28,500.00	\$215.00	\$40,850.00	\$221.00	\$41,990.00
106	10" NEOPRENE COUPLER PER DETAIL	1.0	EA	\$670.00	\$670.00	\$500.00	\$500.00	\$125.00	\$125.00	\$600.00	\$600.00	\$375.00	\$375.00	\$122.00	\$122.00	\$281.00	\$281.00

CULVERT QUANTITIES

ITEM	DESCRIPTION	QTY	UNIT	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost						
201	18" ROUND EQUIVALENT REINFORCED CONCRETE ARCH PIPE	58.0	LF	\$70.35	\$4,080.30	\$70.00	\$4,060.00	\$65.00	\$3,770.00	\$60.00	\$3,480.00	\$43.78	\$2,539.24	\$56.00	\$3,248.00	\$97.00	\$5,626.00
202	18" x 6' REINFORCED CONCRETE ARCH FLARED END SECTIONS	2.0	EA	\$520.00	\$1,040.00	\$550.00	\$1,100.00	\$575.00	\$1,150.00	\$800.00	\$1,600.00	\$1,350.00	\$2,700.00	\$610.00	\$1,220.00	\$668.00	\$1,336.00

SURFACING QUANTITIES

ITEM	DESCRIPTION	QTY	UNIT	Unit Cost	Total Cost												
301	REMOVE/REPLACE 8" PC CONCRETE PAVING	720.0	SF	\$5.75	\$4,140.00	\$5.50	\$3,960.00	\$4.25	\$3,060.00	\$10.00	\$7,200.00	\$11.25	\$8,100.00	\$9.00	\$6,480.00	\$10.80	\$7,776.00
302	REMOVE/REPLACE 6" PC CONCRETE PAVING	103.0	SF	\$5.45	\$561.35	\$5.50	\$566.50	\$4.00	\$412.00	\$7.00	\$721.00	\$10.00	\$1,030.00	\$8.00	\$824.00	\$9.66	\$994.98
303	CRUSHED ROCK	6.0	TON	\$42.00	\$252.00	\$25.00	\$150.00	\$35.00	\$210.00	\$85.00	\$510.00	\$112.00	\$672.00	\$40.00	\$240.00	\$30.00	\$180.00

WATER MAIN QUANTITIES

ITEM	DESCRIPTION	QTY	UNIT	Unit Cost	Total Cost												
401	12" DIA. WATER MAIN, CL 52 WITH PUSH ON JOINTS	274.2	LF	\$49.77	\$13,646.93	\$48.50	\$13,298.70	\$50.75	\$13,915.65	\$55.00	\$15,081.00	\$74.00	\$20,290.80	\$45.00	\$12,339.00	\$53.00	\$14,532.60
402	12" DIA. WATER MAIN, CL 52 WITH RESTRAINED JOINTS	60.0	LF	\$58.15	\$3,489.00	\$64.50	\$3,870.00	\$75.22	\$4,513.20	\$70.00	\$4,200.00	\$86.90	\$5,214.00	\$80.00	\$4,800.00	\$89.00	\$5,340.00
404	10" DIA. WATER MAIN, CL 52 WITH PUSH ON JOINTS (ALTERNATE - SEE BELOW)	XXX	XX	XXX													
405	10" DIA. WATER MAIN, CL 52 WITH RESTRAINED ON JOINTS (ALTERNATE - SEE BELOW)	XXX	XX	XXX													
407	8" DIA. WATER MAIN, CL 52	3.0	LF	\$48.45	\$145.35	\$40.00	\$120.00	\$44.25	\$132.75	\$75.00	\$225.00	\$62.00	\$186.00	\$49.00	\$147.00	\$58.00	\$174.00
408	6" DIA. WATER MAIN, CL 52	13.5	LF	\$40.75	\$550.13	\$40.00	\$540.00	\$35.22	\$475.47	\$45.00	\$607.50	\$42.00	\$567.00	\$43.00	\$580.50	\$57.00	\$769.50
409	18" DIA. 0.375" THICK STEEL CASING, BORED	200.0	LF	\$181.75	\$36,350.00	\$189.00	\$37,800.00	\$200.00	\$40,000.00	\$200.00	\$40,000.00	\$130.00	\$26,000.00	\$215.00	\$43,000.00	\$223.00	\$44,600.00
410	16" DIA. 0.375" THICK STEEL CASING, BORED (ALTERNATE - SEE BELOW)	XXX	XX	XXX													
411	INSTALL FIRE HYDRANTS	1.0	EA	\$310.00	\$310.00	\$975.00	\$975.00	\$450.00	\$450.00	\$700.00	\$700.00	\$1,100.00	\$1,100.00	\$1,000.00	\$1,000.00	\$887.00	\$887.00
412	12" RESILIENT WEDGE VALVE W/ BOX	1.0	EA	\$1,880.00	\$1,880.00	\$2,125.00	\$2,125.00	\$1,875.00	\$1,875.00	\$2,500.00	\$2,500.00	\$2,375.00	\$2,375.00	\$2,173.00	\$2,173.00	\$2,312.00	\$2,312.00
413	10" RESILIENT WEDGE VALVE W/ BOX (ALTERNATE - SEE BELOW)	1.0	EA	\$1,507.05	\$1,507.05	\$1,810.00	\$1,810.00	\$1,552.00	\$1,552.00	\$1,950.00	\$1,950.00	\$2,068.85	\$2,068.85	\$1,666.00	\$1,666.00	\$1,876.00	\$1,876.00
414	8" RESILIENT WEDGE VALVE W/ BOX (ALTERNATE - SEE BELOW)	XXX	XX	XXX													
415	6" RESILIENT WEDGE VALVE W/ BOX	1.0	EA	\$740.00	\$740.00	\$930.00	\$930.00	\$1,122.00	\$1,122.00	\$975.00	\$975.00	\$1,200.00	\$1,200.00	\$782.00	\$782.00	\$963.00	\$963.00
416	12" x 10" TEE	1.0	EA	\$553.25	\$553.25	\$540.00	\$540.00	\$498.00	\$498.00	\$750.00	\$750.00	\$478.00	\$478.00	\$490.00	\$490.00	\$589.00	\$589.00
417	12" x 6" TEE	1.0	EA	\$510.50	\$510.50	\$420.00	\$420.00	\$425.00	\$425.00	\$650.00	\$650.00	\$236.00	\$236.00	\$410.00	\$410.00	\$501.00	\$501.00
418	10" x 8" TEE (ALTERNATE - SEE BELOW)	XXX	XX	XXX													
419	10" x 6" TEE (ALTERNATE - SEE BELOW)	XXX	XX	XXX													
420	12" PLUG	1.0	EA	\$175.00	\$175.00	\$500.00	\$500.00	\$175.00	\$175.00	\$225.00	\$225.00	\$102.00	\$102.00	\$270.00	\$270.00	\$348.00	\$348.00
421	10" PLUG	1.0	EA	\$160.00	\$160.00	\$500.00	\$500.00	\$175.00	\$175.00	\$210.00	\$210.00	\$99.00	\$99.00	\$270.00	\$270.00	\$347.00	\$347.00
422	8" PLUG (ALTERNATE - SEE BELOW)	XXX	XX	XXX													
423	REMOVE PLUG AND CONNECT TO EXISTING SYSTEM	1.0	EA	\$1,500.00	\$1,500.00	\$1,000.00	\$1,000.00	\$500.00	\$500.00	\$400.00	\$400.00	\$1,100.00	\$1,100.00	\$1,000.00	\$1,000.00	\$1,440.00	\$1,440.00

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: AMY SWANSON - HUMAN RESOURCES MANAGER
DATE: January 23, 2013
SUBJECT: Firefighter

Recommendation: Move to approve the Mayoral appointment of Jesse Vincent for fire fighter position as recommended by the Civil Service Commission.

Background: Appointment of Jesse Vincent to fill vacant Firefighter billet.

#24

CITY OF
FREMONT
NEBRASKA PATHFINDERS

400 East Military Avenue, Fremont, NE 68025-5141

January 18, 2013

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

Dear Mayor and City Council:

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

Nicholas McKenzie
6974 Hansen Plaza
Omaha, NE 68106

Brennen Oliverius
701 W 2nd
Mitchell, SD 57301

Jesse Vincent
934 Tinton Lane
Rapid City, SD 57703

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

Sincerely,



Stephen F Tellatin
Civil Service Commission

cp



STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Dan Seder, Parks and Recreation Director

DATE: January 23, 2013

SUBJECT: Award Bid for the Ronin Pool Filter System Improvement Project

Recommendation: Move to approve resolution to award bid.

Background: The Ronin Pool filtration system is in need of repair to be operational for the 2013 summer season. The new system will replace the original (1964) outdated filtration system. The improvement project includes renovation of the filter/mechanical area and replacement of the filter/mechanical area equipment and doors.

Additional supporting documentation, including fiscal impact is attached.

#25

Resolution No.

A Resolution of the City Council of the City of Fremont, Nebraska, to accept and award bid for the Ronin Pool Filter System Improvement Project.

WHEREAS, said bids were publicly opened, read and tabulated in the City Council Chambers on the 22nd day of January 2013, at the hour of 10:00 a.m.

NOW THEREFORE BE IT RESOLVED: That the bid of Gifford Realty, Inc. in the amount of \$133,885.00 be accepted as the Best Bid; and, the Mayor and City Council be and are authorized to enter into contract with said firm for filtration systems improvements for the Ronin Pool filter system.

PASSED AND APPROVED THIS _____ DAY OF _____, 2013.

SCOTT GETZSCHMAN, MAYOR

ATTEST:

Kimberly Volk, MMC, City Clerk

SECTION 00 5100 - NOTICE OF AWARD

Dated January 29, 2013

TO: Gifford Realty, Inc.

(BIDDER)

ADDRESS: 2450 Colorado Avenue

Fremont, NE 68025

Project: 2013 Ronin Pool Filter System Improvements, Fremont, Nebraska

You are notified that your Bid dated January 22, 2013 for the above Project has been considered. You are the apparent Successful Bidder and have been awarded a Contract for construction of the 2013 Ronin Pool Filter System Improvements including, but not limited to, renovation of the filter / mechanical area and replacement of filter / mechanical area equipment and doors.

(Indicate total Work, alternates or sections or Work awarded)

The Contract Price of your Contract is One Hundred Thirty-Three Thousand Eight Hundred Eighty-Five Dollars and No Cents (\$133,885.00).

Three (3) copies of each of the proposed Agreement (except Drawings) accompany this Notice of Award.

You must comply with the following conditions precedent within 15 days of the date you receive this Notice of Award.

1. Deliver to the OWNER three (3) fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents, Bonds and Certificates of Insurance as required by Contract Documents.
3. (List other conditions precedent).

Failure to comply with these conditions within the time specified will entitle OWNER to consider your Bid in default, to annul this Notice of Award and to declare your Bid security forfeited.

Within ten days after you comply with the above conditions, OWNER will return to you one fully executed counterpart of the Contract Documents.

City of Fremont
(OWNER)

By: _____
(AUTHORIZED SIGNATURE)

Scott Getzschman, Mayor
(TITLE)

Acknowledgement of Receipt

Gifford Realty, Inc.
CONTRACTOR

By _____
Name Title

Date _____



January 22, 2013

Mayor Scott Getzschman
City of Fremont
400 East Military
Fremont, Nebraska 68025

RE: Fremont, Nebraska
2013 Ronin Pool Filter System Improvements
JEO Project No. 120385

Dear Mayor Getzschman and City Council Members:

On January 22, 2013, the City received six (6) bids for the 2013 Ronin Pool Filter System Improvements project, ranging in price from \$133,885 to \$188,960. Enclosed is a copy of the Bid Tabulation sheet that lists all bidders and their submitted prices.

After review, it is our recommendation that the City Council should accept the lowest responsible bidder.

The low bidder is Gifford Realty, Inc. from Fremont, Nebraska, submitting a total price of \$133,885.00. This price is reasonable for this project and JEO, hereby, recommends for the City Council to award the project to Gifford Realty, Inc. at the bid price of \$133,885.00. JEO has had limited, but good, experience with Gifford Realty, Inc. in the past and feels that it is a reputable company. Further, the subcontractor they are using, New Wave Pools & Spas, Inc., is a contractor that JEO has had good experience with on past projects, most recently on swimming pool projects in Axtell and Grand Island, Nebraska. Accompanying this letter is a summary of reference verifications for New Wave Pools & Spas, Inc. JEO expects both of them to perform very well for this project. As indicated in the Bid Form, they are available to commence work fifteen (15) days after issuance of Notice to Proceed with the completion date on or before May 10, 2013.

If you have any questions about the enclosed, please feel free to contact me.

Sincerely,

Tyler L. Hevlin, P.E.
Department Manager

Enclosures



Bid Tab

PROJECT | 2013 Ronin Pool Filter System Improvements

JEO PROJECT NO. | 120385

LOCATION | Fremont, Nebraska

LETTING | January 22, 2013 @ 10:00 a.m.

OPINION OF COST | \$150,000

Pending Award on January 29, 2013

Bidder	Total Base Bid
Gifford Realty, Inc. Fremont, Nebraska	\$133,885
Fauss Construction, Inc. Hooper, Nebraska	\$153,600
Christiansen Construction Co., LLC Pender, Nebraska	\$154,850
Elkhorn West Construction, Inc. Omaha, Nebraska	\$172,900
Rutjens Construction, Inc. Tilden, Nebraska	\$177,700
Eriksen Construction Co., Inc. Blair, Nebraska	\$188,960

Tab Sheet

PROJECT | 2013 Ronin Pool Filter System Improvements

JEO PROJECT NO. | 120385

LOCATION | Fremont, Nebraska

				Gifford Realty, Inc.	Fauss Construction, Inc.		
BASE BID							
Item	Qty.	Unit	Description	Unit Price	Total	Unit	Total
1	1	LS	2013 Ronin Pool Filter System Improvements, Complete		\$133,885.00		\$153,600.00
TOTAL BASE BID					\$133,885.00		\$153,600.00



Verification of references for New Wave Pool & Spa:

- Project: Lake Zorinsky Aquatic Center
 - City of Omaha: Mike Ruma
 - Mike oversees all of new and renovation pool work for City of Omaha. He has worked with New Wave on several projects and had only positive things to say, including that they “Do good work” and “did a great job on the curved stainless steel gutter” etc. There was one issue in Zorinsky where two of the subs (one of them being New Wave) had a meeting point of pipes that broke later on and now currently situation is being resolved. He said that New Wave doesn’t “nickel and dime” the owners/engineers. Project included new stainless steel gutter, multiple large pumps, high rate sand filter, etc, play features. New Wave constructed the filter/mechanical area and some of the piping, New Wave’s portion was \$825K.
- Project: Axtell Aquatic Center
 - New Wave Pools was a subcontractor to Hausmann Construction and performed the pool piping recirculation installation including pool process piping and filtration. New Wave Pool’s construction methods and techniques were carefully thought out and constructed correctly. JEO did not have any major issues during this project and the pool performed well during the first season. Project was also completed within the required timeframe.
- Project: Lochland County Club
 - General Foreman (owner/company) was the general contractor = Scott Shardelow
 - Scott said project overall went well, which consisted of replacement of existing pool with zero depth entry, wading pool etc. large diameter high rate sand filters, etc. Scott said he liked the on-site guy, Jay, a lot. Said he was a “good guy” and they had weekly meetings to monitor progress and minor scheduling concerns. There were no real outstanding issues. Jay did go on to say that all contractors, new wave included, tend to push off “punch-list” items until they asked a second or third time and that also, like all contractors, New Wave got behind on their schedule but eventually caught up.
- Project: Deer Ridge Pool
 - City of Omaha – Mike Ruma:
 - More positive things about this project.
- Project: Seward/Dowding Aquatic Center
 - Talked with Pay, Asst. Recreation Director for Seward
 - Pat informed me pool was constructed a few years back and was a \$3.6 million pool. Pat oversaw some of the work and she had only good things to say about New Wave including that they built the pool “exactly to specification” and that she still calls the on-site guy, Jay, with questions. They provided Seward what Pat refers to as “the Bible” of operation and maintenance manuals. New wave completed the filter/mechanical for this pool including multiple pumps and high rate sand filters and some piping. Pat did go on to tell me that the City is currently in a law suit with maybe the General contractor and the engineering firm for other issues at the pool though they couldn’t be happier with New Wave.

STAFF REPORT

TO: Mayor and City Council

FROM: Rian Harkins, AICP, Planning Director

DATE: 24 January 2013

SUBJECT: Request to combine Lot 9, Meierhenry Subdivision, and Tax Lot 79 (part of Lot 1, Meierhenry Subdivision), Fremont, Dodge County, Nebraska (Roumph)

Recommendation: Staff recommends approval.

Request: The applicant seeks approval of a lot combination of two lots that are located along 30th Street and the Fremont & Elkhorn Valley Railroad.

Note: This item was approved by the Planning Commission in December 2012. However, due to a lack of legal publication, the item must be reconsidered.

Background: This lot combination request involves two lots, both of which are zoned LI Limited Industrial, and are located along 30th Street and the Fremont & Elkhorn Valley Railroad.

The applicant desires to construct a self storage building on the property, and desires the lot combination in order to have all of the property together so they can rezone to GI as well.

Properties to the South, East, and West are zoned LI Limited Industrial as well. Areas to the north are zoned GI General Industrial.

Land Uses surrounding the proposed development are a mix of small warehousing and contractor yard space.

The proposed lot combination would not alter the requirements of the LI zoning district regarding setbacks, and is in conformance with the Future Land Use Plan

The current zoning district does have landscape buffer requirements that cannot be altered in the current configuration of this development proposal. However, the applicant is also requesting the property be rezoned to decrease this requirement.

This item was approved by a 8-0 vote on 21 January 2013 by the Planning Commission.

Findings: The proposed lot combination will continue to allow the property to meet the intent of the LI Limited Industrial zoning district as well as the intent of the Future land Use Plan, and is in conformance with the proposed Comprehensive Plan, Blueprint for Tomorrow.

RESOLUTION NO. _____

A Resolution of the City Council of the City of Fremont, Nebraska, approving the request to combine the east 211.08 of Lot 1, together with Lot 9, Meierhenrys Subdivision, Fremont, Dodge County, Nebraska into one lot.

RESOLVED: Keith M. and Jacqueline A. Routh, owners of the east 211.08 of Lot 1, together with Lot 9, Meierhenrys Subdivision Fremont, Dodge County, Nebraska requests to combine into one lot:

The subdivision of the property is hereby approved subject to:

1. Receipt of proper easements
2. Capping of any necessary utility services

and the Mayor and City Clerk are hereby directed to sign this Resolution on behalf of the City Council.

PASSED AND APPROVED THIS ____ DAY OF _____, 2013

Scott Getzschman, Mayor

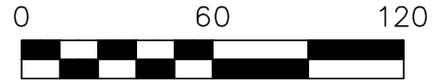
ATTEST:

Kimberly Volk, MMC, City Clerk

GENERAL INDUSTRIAL "GI"

KEITH & JACQUELINE ROUMPH, OWNERS

FREMONT & ELKHORN VALLEY RAILROAD



SCALE: 1" = 60'

233.65'

126.24'

TAX LOT 79 (PART OF LOT 1, MEIERHENRY SUBDIVISION)

226.64'

PROPOSAL TO COMBINE INTO ONE LOT & REZONE FROM LIMITED INDUSTRIAL "LI" TO GENERAL INDUSTRIAL "GI"

LIMITED INDUSTRIAL "LI"

25' PAVING, ALL SIDES

211.08'

LOT 9, MEIERHENRY SUBDIVISION

LIMITED INDUSTRIAL "LI"

207.73'

PROPOSED SELF-STORAGE BUILDING

156'

EXISTING BUILDING

90'

207.41'

EXISTING PAVED DRIVE

40'

26'

50'

211.40'

30TH STREET

LIMITED INDUSTRIAL "LI"

Dodd Engineering & Surveying LLC



Stephen W. Dodd P.E. & L.S.

Ph. 402-727-9067, FAX 721-0509 402 North D St., P.O. Box 1855 Fremont, NE 68026-1855

STAFF REPORT

TO: Mayor and City Council
FROM: Rian Harkins, AICP, Planning Director
DATE: 24 January 2013

SUBJECT: Lot Combination Request to combine the north 45 feet of Lot 8 and the south 51.68 feet of Lots 5 thru 7, Pierce's Annex, City of Fremont (Marvin & Military Ave) (Wiese)

Recommendation: Staff recommends approval.

Request: The applicant seeks approval of a lot combination at the area listed above in order to properly align the owner's parcels after a joint acquisition.

Background: The property is located at the southwest corner of Marvin and Military Avenue, and is zoned LI Limited Industrial. The land uses are mainly warehousing, with surrounding land uses varying between offices, railroads and industrial uses.

The applicant purchased the lots noted above with another individual, and now desires to combine them into a single lot to be more manageable for property tax and other purposes.

This was approved by the Planning Commission on 21 January 2013 by a vote of 8-0.

Findings: The proposed lot split will continue to allow the properties to meet the intent of the LI Limited Industrial Zoning District, and is in conformance with the industrial land use as indicated on the Future Land Use Plan element of the proposed Comprehensive Plan, Blueprint for Tomorrow.

#27

A Resolution of the City Council of the City of Fremont, Nebraska, approving the request to combine the south 51.68 feet of Lots 5 thru 7, together with the Lots 8 thru 10, and part of Lot 11, Pierce's Annex, Fremont, Dodge County, Nebraska into separate lots.

RESOLVED: Brian Wiese, owner of the south 51.68 feet of Lots 5 thru 7, together with Lots 8 thru 10, and part of Lot 11, Pierce's Annex, Fremont, Dodge County, Nebraska requests to combine into one lot described as follows:

THE SOUTH 51.68 FEET OF LOTS 5, 6 AND 7, TOGETHER WITH ALL OF LOTS 8, 9 AND 10, AND THAT PART OF LOT 11 BEING DESCRIBED AS FOLLOWS, ALL BEING LOCATED IN PIERCE'S ANNEX, TO THE CITY OF FREMONT, DODGE COUNTY, NEBRASKA; BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 10; THENCE S00°14'42"E (ASSUMED BEARING) ON THE SOUTHERLY EXTENSION OF THE EAST LINE OF SAID LOTS 8, 9 AND 10, A DISTANCE OF 70.02 FEET; THENCE S89°42'51"W, A DISTANCE OF 81.94 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD; THENCE NORTHWESTERLY ON SAID EAST RIGHT-OF-WAY LINE ON A 1587.28 FOOT RADIUS CURVE TO THE RIGHT AN ARC DISTANCE OF 82.65 FEET TO THE NORTHWEST CORNER OF SAID LOT 11, THE CHORD OF SAID CURVE BEARS N19°27'11"W 82.64 FEET; THENCE S86°04'35"E ON THE NORTH LINE OF SAID LOT 11, A DISTANCE OF 109.42 FEET TO THE POINT OF BEGINNING.

The subdivision of the property is hereby approved subject to:

1. Receipt of proper easements
2. Capping of any necessary utility services

and the Mayor and City Clerk are hereby directed to sign this Resolution on behalf of the City Council.

PASSED AND APPROVED THIS ____ DAY OF _____, 2013

Scott Getzschman, Mayor

ATTEST:

Kimberly Volk, MMC, City Clerk

STAFF REPORT

TO: Mayor and City Council

FROM: Rian Harkins, AICP, Planning Director

DATE: 24 January 2013

SUBJECT: Lot Split Request to divide Lots 5 thru 11, Pierce's Annex, City of Fremont (Marvin & Military Ave) (Wiese/Updike)

Recommendation: Staff recommends approval.

Request: The applicant seeks approval of a lot split at the area listed above in order to properly align the owner's parcels after a joint acquisition.

Background: The property is located at the southwest corner of Marvin and Military Avenue, and is zoned LI Limited Industrial. The land uses are a mix of general offices and warehousing.

The applicants purchased the lots noted above together, and now wish to split them into more manageable interests based upon the area used by each owner.

This was approved by the Planning Commission by a vote of 8-0 on 21 January 2013.

Findings: The proposed lot split will continue to allow the properties to meet the intent of the LI Limited Industrial Zoning District, and is in conformance with the industrial land use as indicated on the Future Land Use Plan element of the proposed Comprehensive Plan, Blueprint for Tomorrow.

#28

A Resolution of the City Council of the City of Fremont, Nebraska, approving the request to subdivide part of Lots 5 thru 11, Pierce's Annex, Fremont, Dodge County, Nebraska into separate lots.

RESOLVED: Brian Wiese and Matt and Dawn Updike, owner of Lots 5 thru 11, Pierce's Annex, Fremont, Dodge County, Nebraska requests to subdivide into separate lots described as follows:

PARCEL "A":

LOTS 5, 6 AND 7, PIERCE'S ANNEX, TO THE CITY OF FREMONT, DODGE COUNTY, NEBRASKA, EXCEPT FOR THE SOUTH 51.68 FEET THEREOF.

PARCEL "B":

THE SOUTH 51.68 FEET OF LOTS 5, 6 AND 7, TOGETHER WITH THE NORTH 45.00 FEET OF LOT 8, ALL BEING LOCATED IN PIERCE'S ANNEX, TO THE CITY OF FREMONT, DODGE COUNTY, NEBRASKA.

PARCEL "C":

LOT 8, EXCEPT FOR THE NORTH 45.00 FEET THEREOF, ALL OF LOTS 9 AND 10, AND THAT PART OF LOT 11 BEING DESCRIBED AS FOLLOWS, ALL BEING LOCATED IN PIERCE'S ANNEX, TO THE CITY OF FREMONT, DODGE COUNTY, NEBRASKA; BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 10; THENCE S00°14'42"E (ASSUMED BEARING) ON THE SOUTHERLY EXTENSION OF THE EAST LINE OF SAID LOTS 8, 9 AND 10, A DISTANCE OF 70.02 FEET; THENCE S89°42'51"W, A DISTANCE OF 81.94 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD; THENCE NORTHWESTERLY ON SAID EAST RIGHT-OF-WAY LINE ON A 1587.28 FOOT RADIUS CURVE TO THE RIGHT AN ARC DISTANCE OF 82.65 FEET TO THE NORTHWEST CORNER OF SAID LOT 11, THE CHORD OF SAID CURVE BEARS N19°27'11"W 82.64 FEET; THENCE S86°04'35"E ON THE NORTH LINE OF SAID LOT 11, A DISTANCE OF 109.42 FEET TO THE POINT OF BEGINNING.

The subdivision of the property is hereby approved subject to:

1. Receipt of proper easements
2. Capping of any necessary utility services

and the Mayor and City Clerk are hereby directed to sign this Resolution on behalf of the City Council.

PASSED AND APPROVED THIS ____ DAY OF _____, 2013

Scott Getzschman, Mayor

ATTEST:

Kimberly Volk, MMC, City Clerk

PLAT OF SURVEY

LOTS 5 THRU 11, OF PIERCE'S ANNEX
SECTION 22, TOWNSHIP 17 NORTH, RANGE 8 EAST OF THE 6TH P.M.
CITY OF FREMONT, DODGE COUNTY, NEBRASKA

LEGAL DESCRIPTIONS:

PARCEL "A":

LOTS 5, 6 AND 7, PIERCE'S ANNEX, TO THE CITY OF FREMONT, DODGE COUNTY, NEBRASKA, EXCEPT FOR THE SOUTH 51.68 FEET THEREOF.

PARCEL "B":

THE SOUTH 51.68 FEET OF LOTS 5, 6 AND 7, TOGETHER WITH THE NORTH 45.00 FEET OF LOT 8, ALL BEING LOCATED IN PIERCE'S ANNEX, TO THE CITY OF FREMONT, DODGE COUNTY, NEBRASKA.

PARCEL "C":

LOT 8, EXCEPT FOR THE NORTH 45.00 FEET THEREOF, ALL OF LOTS 9 AND 10, AND THAT PART OF LOT 11 BEING DESCRIBED AS FOLLOWS, ALL BEING LOCATED IN PIERCE'S ANNEX, TO THE CITY OF FREMONT, DODGE COUNTY, NEBRASKA; BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 10; THENCE S00°14'42"E (ASSUMED BEARING) ON THE SOUTHERLY EXTENSION OF THE EAST LINE OF SAID LOTS 8, 9 AND 10, A DISTANCE OF 70.02 FEET; THENCE S89°42'51"W, A DISTANCE OF 81.94 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD; THENCE NORTHWESTERLY ON SAID EAST RIGHT-OF-WAY LINE ON A 1587.28 FOOT RADIUS CURVE TO THE RIGHT AN ARC DISTANCE OF 82.65 FEET TO THE NORTHWEST CORNER OF SAID LOT 11, THE CHORD OF SAID CURVE BEARS N19°27'11"W 82.64 FEET; THENCE S86°04'35"E ON THE NORTH LINE OF SAID LOT 11, A DISTANCE OF 109.42 FEET TO THE POINT OF BEGINNING.

PARCELS "B" AND "C" COMBINED:

THE SOUTH 51.68 FEET OF LOTS 5, 6 AND 7, TOGETHER WITH ALL OF LOTS 8, 9 AND 10, AND THAT PART OF LOT 11 BEING DESCRIBED AS FOLLOWS, ALL BEING LOCATED IN PIERCE'S ANNEX, TO THE CITY OF FREMONT, DODGE COUNTY, NEBRASKA; BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 10; THENCE S00°14'42"E (ASSUMED BEARING) ON THE SOUTHERLY EXTENSION OF THE EAST LINE OF SAID LOTS 8, 9 AND 10, A DISTANCE OF 70.02 FEET; THENCE S89°42'51"W, A DISTANCE OF 81.94 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD; THENCE NORTHWESTERLY ON SAID EAST RIGHT-OF-WAY LINE ON A 1587.28 FOOT RADIUS CURVE TO THE RIGHT AN ARC DISTANCE OF 82.65 FEET TO THE NORTHWEST CORNER OF SAID LOT 11, THE CHORD OF SAID CURVE BEARS N19°27'11"W 82.64 FEET; THENCE S86°04'35"E ON THE NORTH LINE OF SAID LOT 11, A DISTANCE OF 109.42 FEET TO THE POINT OF BEGINNING.

APEX LAND SURVEYING, LLC

Danny Martinez, RLS
125 N. Clarmar Ave.
Fremont, Nebraska 68025
(402) 720-9339 Office / Mobile
danm.surveying@gmail.com

Client:		Wiese - Updike Lot Split	
Date:	01/04/13	Project No.:	WieseUpdike-Fremont
Scale:	1" = 40'	Drawing File:	WieseUpdike-Fremont.dwg
Sheet:	2 of 2	Issue No.:	1

STAFF REPORT

TO: Mayor and City Council
FROM: Rian Harkins, AICP, Planning Director
DATE: 24 January 2013

SUBJECT: Lot Combination Request to combine Lots 5 thru 7, except for the south 51.68 feet, Pierce's Annex, City of Fremont (Marvin & Military Ave) (Updike)

Recommendation: Staff recommends approval.

Request: The applicant seeks approval of a lot combination at the area listed above in order to properly align the owner's parcels after a joint acquisition.

Background: The property is located at the southwest corner of Marvin and Military Avenue, and is zoned LI Limited Industrial. The land uses are mainly warehousing, with surrounding land uses varying between offices, railroads and industrial uses.

The applicant purchased the lots noted above with another individual, and now desires to combine them into a single lot to be more manageable for property tax and other purposes.

The Planning Commission approved this item by a vote of 8-0 on 21 January 2013.

Findings: The proposed lot split will continue to allow the properties to meet the intent of the LI Limited Industrial Zoning District, and is in conformance with the industrial land use as indicated on the Future Land Use Plan element of the proposed Comprehensive Plan, Blueprint for Tomorrow.

#29

RESOLUTION NO. _____

A Resolution of the City Council of the City of Fremont, Nebraska, approving the request to combine the North 75 feet of Lots 5 thru 7, Pierce's Annex, City of Fremont, Dodge County, Nebraska into one lot

RESOLVED: That Matt and Dawn Updike, owners of the North 75 feet of Lots 5 thru 7, Pierce's Annex, Fremont, Dodge County, Nebraska, requests to combine into one lot.

The combination of the property is hereby approved subject to the following conditions:

1. Existing easements
2. Receipt of proper easements
3. The capping of necessary utility services

and the Mayor and City Clerk are hereby directed to sign this Resolution on behalf of the City Council.

PASSED AND APPROVED THIS ____ DAY OF _____, 2013

Scott Getzschman, Mayor

ATTEST:

Kimberly Volk, MMC, City Clerk

STAFF REPORT

TO: Mayor and City Council

FROM: Rian Harkins, AICP, Planning Director

DATE: 24 January 2013

SUBJECT: Resolution approving the hanging of banners and flower baskets in the right of way in the downtown commercial zoning district.

Recommendation: Staff recommends approval.

Background: As a follow up to the Council's approval of Keno grant funding for MainStreet Fremont to purchase banner equipment for installation on street lights in the downtown, staff brings the resolution forward to the Council for approval per the Fremont Municipal Code.

#30

RESOLUTION NO. _____

A Resolution of the City Council of the City of Fremont, Nebraska, approving request to erect banners and flower baskets on light poles that encroaches into the public right-of-way in the Downtown Commercial area

RESOLVED: That the City Council approve request to erect banners and flower baskets on light poles that encroaches into the public right-of-way in the Downtown Commercial area with the following findings and/or conditions:

1. The City Council finds that:
 - a. Said improvements not injurious to the public health, safety and welfare of the City;
 - b. The improvements do not constitute a traffic hazard; and,
2. The Owner of the property shall provide public liability insurance coverage in the amount of \$1,000,000 for the improvements with the City as the named insured;
3. The City Council may, at any time, order any improvements for which a variance was granted, relocated so that it does not overhang or occupy the right-of-way. The owner of such improvements shall comply within thirty (30) days from the date of the City Council order and the owner shall pay all expenses of relocating said improvements.

PASSED AND APPROVED THIS ____ DAY OF _____, 2013

SCOTT GETZSCHMAN, MAYOR

ATTEST:

Kimberly Volk, MMC
City Clerk



January 17, 2013

City Council
City of Fremont
400 E. Military Street
Fremont, NE 68025

Board of Directors

*Cindy Bojanski
President*

*Jill Gossett
Vice President*

*Hayley Fischer
Secretary*

*Gordon Love
Treasurer*

Josh Coates

Tom Coatsy

Frank Kment

Kevin Mann

Kellee Rasmussen

Jennifer Backhaus

Amy Stewart

Brian Seil

Inger Kindler

Sarah Brandt

Lindsey Adams

Executive Director

Sheryl Brown

Dear City Council,

On behalf of MainStreet of Fremont, Inc. and its Board of Directors, I would like to request permission to install banner arms and fabric banners on the historic light poles located on 6th Street from Broad to Main and on Main Street from Military to First Street. Together with a grant from the City of Fremont KENO funds as well as fundraising efforts by MainStreet Fremont we are happy to provide these banners and banner arms to the City of Fremont.

I would respectfully request that the City of Fremont Street Department install both the banner arms and banners to the light poles. Installation will take place early spring or summer of 2013 and will be at the discretion of the Street Department's schedule. The banner arms will be manufactured by the pole maker, Valmont Industries.

Please let me know should you have questions, or if I can provide you with further information.

Sincerely,

A handwritten signature in cursive script that reads "Sheryl Brown".

Sheryl Brown
Executive Director
MainStreet Fremont

STAFF REPORT

TO: Mayor and City Council
FROM: Rian Harkins, AICP, Planning Director
DATE: 24 January 2013
SUBJECT: Close sidewalk at 109 East 6th St...Grace Church remodel

Recommendation: Move to approve closure of sidewalk at 109 East 6th St to work on façade of building for eight weeks from Feb. 01, 2013 to April 1, 2013 contingent upon receipt of certificate of liability in the amount of \$1,000,000 with the City named as additional insured.

Background: Consider request to close sidewalk as requested with Fauss Construction expediting facade process. A possible request to close half of walk with adequate falling protection provided.

Fiscal Impact: Minimal impact

#31



January 4, 2013

Don Simon
Building Inspector
CITY OF FREMONT
400 East Military Avenue
Fremont, NE 68025

RE: Grace PCA Church, 109 East 6th Street, Fremont

Dear Don:

Fauss Construction is in the process of the renovation of the above-referenced building on 6th Street and is requesting permission to partially close off the sidewalk directly in front of the project.

Our intent is to begin the façade work on February 1, 2013 and will require eight weeks for completion (to the end of March 2013).

We will mark off the sidewalk with barricades and caution tape to avoid any pedestrian traffic.

Sincerely,

FAUSS CONSTRUCTION INC.

Raymon L. Fauss
Secretary

RLF:pam

STAFF REPORT

TO: Mayor and City Council

FROM: Rian Harkins, AICP, Planning Director
Interim Public Works Director

DATE: 24 January 2013

SUBJECT: Approval of professional services agreement to JEO Consulting Group, Inc. for additional engineering fees for design and bidding services for Park Avenue Improvements – 2nd to Military.

Recommendation: Approve the agreement and authorize the Mayor to sign.

Request: Approve an agreement for engineering design with to JEO Consulting Group, Inc. for additional engineering fees for design and bidding services for Park Avenue Improvements – 2nd to Military

Background: This agreement will provide for engineering study and design of street improvements for the area noted above to include the design for the asphalt overlay and to assist with the bid phase. JEO is currently working on the design for the sidewalk and other improvements in this area.

Funding for this agreement is available in the Public Works budget.

#32

**AMENDMENT #1 TO AGREEMENT
FREMONT, NEBRASKA
DOWNTOWN IMPROVEMENTS – Park Avenue; 2nd Street to Military Avenue
JEO PROJECT NO. 090894.03
January 3, 2013**

REFERENCE: Letter agreement between Owner and Engineer for professional services dated November 30, 2012. Except as noted below, all other terms and conditions remain unchanged.

AMENDMENT: For additional engineering fees for design and bidding services. See attached Scope of Services.

SCHEDULE OF FEES: Additional costs for a total in the amount of \$21,210

OWNER:

City of Fremont, Nebraska

Date

ENGINEER:



Troy M. Johnston, P.E.
JEO Consulting Group, Inc.

1-7-13

Date

Scope of Services
Amendment to Agreement #1
JEO Project Number 090894.03
Downtown Improvements – Park Avenue; 2nd St. to Military Avenue
Fremont, NE

TASKS:

Design - Electrical lighting between 4th Street and 5th Street (West Side Only):

1. Meet with City staff to review existing lighting system in the area of the proposed improvements (one site visit)
2. Prepare preliminary lighting plans and review with City Staff and Dodge County Staff
3. Prepare preliminary opinion of construction cost
4. Prepare final lighting plans and specifications
5. Lighting plans and specification will be added to the original project and let as one project

Design – Asphalt Overlay

1. Prepare plans and specification for asphalt overlay of the entire project area(Park Street from 2nd Street to Military Avenue)
2. Prepare preliminary opinion of construction costs
3. Asphalt plans and specifications will be added to the original project and let as one project

Improvement Districts:

1. Prepare district descriptions for two proposed paving districts and submit them to the City of Fremont

Bidding and Negotiation:

1. Furnish Invitation to Bid for Publication
2. Send notices to potential contractors
3. Address contractor questions and issue addendum, as required
4. Attend bid letting and assist the City in awarding a contract
5. Assemble and distribute final contract documents between the contractor and the City

Project Timeline:

Services added by this amendment will correspond with the original contract timeline as outlined below:

Completion of Preliminary Design Plans	January 28, 2013
Completion of Final Plans and Specifications	February 15, 2013

FEES: \$21,210 lump sum

STAFF REPORT

TO: Mayor and City Council

FROM: Rian Harkins, AICP, Planning Director
Interim Public Works Director

DATE: 24 January 2013

SUBJECT: Approval of professional services agreement to JEO Consulting Group, Inc. for design phase services for Main Street Asphalt Resurfacing, 1st to 3rd.

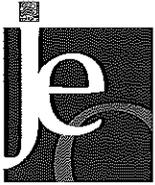
Recommendation: Approve the agreement and authorize the Mayor to sign.

Request: Approve an agreement for engineering design with to JEO Consulting Group, Inc. for design phase services for Main Street Asphalt Resurfacing, 1st to 3rd.

Background: This agreement will provide for engineering study and design of street improvements for the area noted above. This project was originally going to be completed in-house, but is more economical to have JEO complete due to their previous work in the downtown area.

Funding for this agreement is available in the Public Works budget.

#33



ENGINEERING ■ ARCHITECTURE ■ SURVEYING ■ PLANNING

January 7, 2013

Rian Harkins
City of Fremont
400 East Military
Fremont, NE 68026

RE: Fremont, Nebraska
Downtown Improvements – Main Street, 1st Street to 3rd Street Asphalt Overlay
JEO Project No. 090894.02

Dear Rian:

Attached as Exhibit "A" is a detailed scope of services for design phase services related to the Asphalt Overlay of Main Street from 1st Street to 3rd Street.

JEO will carry general and professional liability insurance during the project to cover our negligent acts, errors or omissions. If you desire a greater degree of coverage than we generally carry, please inform us immediately so that we may negotiate the same.

We will invoice for services to date. Invoices are due upon receipt. Invoices unpaid after 30 days will accrue interest at 12% per annum. Payments will be credited first to interest, then principal.

If acceptable, please return one signed copy of this agreement to our office. If you have questions, please feel free to contact me.

ACCEPTED:



JEO Consulting Group, Inc.

1-7-13

City of Fremont

JEO CONSULTING GROUP INC

142 W. 11th Street | PO Box 207 | Wahoo, Nebraska 68066-0207 | p: 402.443.4661 | f: 402.443.3508

www.jeo.com

EXHIBIT "A"
Scope of Services
Downtown Improvements – Main St. from 1st St. to 3rd St.
Fremont, NE

PROJECT DESCRIPTION:

Project Improvements will consist of an asphalt overlay of Main Street from 1st Street to 3rd Street. A 2" asphalt depth is anticipated, along with milling of the existing asphalt.

Phases:

Design:

1. Prepare final plans and specifications for the asphalt milling and overlay, along with any required construction details.
2. Review Final plans and Specifications with City Staff

Bidding and Negotiation:

1. Furnish Invitation to Bid for Publication
2. Send notices to potential contractors
3. Address contractor questions and issue addendum, as required
4. Attend bid letting and assist the City in awarding a contract
5. Assemble and distribute final contract documents between the contractor and the City

Construction:

1. Schedule and attend a pre-construction conference
2. Mark areas to be milled and limits of construction
3. Construction administration
4. Review materials testing
5. Review contractor pay requests and forward to the owner
6. Construction Observation (20 hours)
7. Final Walk Through with City
8. Prepare recommendation of Acceptance

Project Timeline:

Anticipated Notice to Proceed:	January 14, 2013
Completion of Plans:	February 1, 2013

FEES: \$16,700

Project Assumptions and Exclusions:

1. No geotechnical investigation is included in this proposal, nor is one anticipated
2. City of Fremont will provide ALL drafting services

STAFF REPORT

TO: Mayor and City Council

FROM: Rian Harkins, AICP, Planning Director
Interim Public Works Director

DATE: 24 January 2013

SUBJECT: Approval of professional services agreement for engineering design of Pedestrian Signal Improvements

Recommendation: Approve the agreement and authorize the Mayor to sign.

Request: Approve an agreement for engineering design with Olsson Associates of Lincoln for the design of various pedestrian signals across the City.

Background: This agreement will provide for engineering study and design of pedestrian signals across the community. Many of the existing signals are outdated and/or non-functional.

Staff solicited cost estimates from four firms that provide traffic engineering services. One firm chose not to submit an estimate due to workload, with the range of the other three estimates ranging from approximately \$43,000 to \$75,000.

Funding for this agreement is available in the Public Works budget.

#34



LETTER AGREEMENT FOR
PROFESSIONAL SERVICES

January 23, 2013

City of Fremont
Attn: Rian Harkins, City Planner
400 East Military
Fremont, NE 68025-5141

Re: **AGREEMENT FOR PROFESSIONAL SERVICES**
Fremont Pedestrian Signal Design "Project"
Fremont, NE

Dear Mr. Harkins:

It is our understanding that City of Fremont ("Client") requests Olsson Associates ("Olsson") to perform the following services pursuant to the terms of this Letter Agreement for Professional Services, any signed Master Agreement, Olsson's General Provisions and any exhibits attached thereto (hereinafter "the Agreement") for the Project.

1. Olsson has acquainted itself with the information provided by Client relative to the Project and based upon such information offers to provide the services described below for the Project. Client warrants that it is either the legal owner of the property to be improved by this Project or that Client is acting as the duly authorized agent of the legal owner of such property. Client acknowledges that it has reviewed the General Provisions (and any exhibits attached thereto), which are expressly made a part of and incorporated into the Agreement by this reference. In the event of any conflict or inconsistency between this Letter Agreement, any Master Agreement and/or the General Provisions regarding the services to be performed by Olsson, the requirements of this Letter Agreement shall take precedence.
2. Olsson shall provide Client all Basic Services for the Project as more specifically described in Exhibit A hereto. Should Client request work not described and included in the above Description of Basic Services, such as Additional Services, Olsson shall invoice Client for such services on the basis of Salary Costs times a factor of 2.5 for services rendered by our principals and employees engaged directly on the Project plus Reimbursable Expenses, unless otherwise agreed to by both parties. Olsson shall not commence work on Additional Services without Client's prior approval in writing.

SCHEDULE FOR OLSSON'S SERVICES

3. Unless otherwise agreed, Olsson would expect to begin performing its services under the Agreement promptly upon your signing.

Anticipated Start Date: February 1, 2013

Anticipated Completion Date: June 28, 2013

Olsson will endeavor to start its services on the Anticipated Start Date and to complete its services on the Anticipated Completion Date. However, the Anticipated Start Date, the Anticipated Completion Date and any milestone dates are approximate only, and Olsson reserves the right to readjust its schedule and any or all of those dates at its sole discretion, for any reason, including, but not limited to, delays caused by Client or delays caused by third parties.

COMPENSATION

4. Client shall pay to Olsson for the performance of the Basic Services the actual time of personnel performing such Services on the basis of the attached Nebraska Standard Billing Rate Schedule. For job classifications not specifically listed, Client shall pay Salary Costs times a factor of 2.5 for services rendered by our principals and employees engaged directly on the Project plus Reimbursable Expenses, unless otherwise agreed to by both parties. Reimbursable expenses will be invoiced in accordance with the Schedule contained in the General Provisions attached to this Letter Agreement. Olsson's Basic Services will be provided on a time and expense basis not to exceed \$42,900 for each project approved by the Client.

These financial arrangements are proposed with the assumption Olsson's bills will be paid promptly and the Project will progress orderly and continuously. Client agrees to pay Olsson the amounts due for services rendered and expenses incurred pursuant to the terms of this Agreement within thirty (30) days after Olsson has provided its invoice for such services. In the event Client disputes any invoice item, Client shall give Olsson written notice of such disputed item within fifteen (15) days after receipt of such invoice and shall pay to Olsson the undisputed portion of the invoice according to the provisions hereof. If Client fails to pay any invoiced amounts when due, interest will accrue on each unpaid amount at the rate of thirteen percent (13%) per annum from the date due until paid according to the provisions of this Agreement. Interest shall not be charged on any disputed invoice item which is finally resolved in Client's favor. Payment of interest shall not excuse or cure any default or delay in payment of amounts due.

TERMS AND CONDITIONS OF SERVICE

5. We have discussed with you the risks, rewards and benefits of the Project and our fees for services and the Agreement represents the entire understanding between Client and Olsson with respect to the Project. The Agreement may only be modified in writing signed by both parties.
6. If this proposal satisfactorily sets forth your understanding of our agreement, please sign in the space provided below (indicating Client's designated Project representative if different from the party signing). Retain a copy for your files and return an executed original to Olsson. This proposal will be open for acceptance for a period of 30 days from the date set forth above, unless changed by us in writing.

7. By signing below, you acknowledge that you have full authority to bind Client to the terms of the Agreement.

OLSSON ASSOCIATES

By _____
Justin P. Petersen

By _____
John S. Olsson

If you accept the preceding proposal and the Agreement,
please sign:

City of Fremont "Client"

By _____

Title _____

Dated: _____

If different from above,

Client's Designated Project Representative

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GENERAL PROVISIONS

These General Provisions are attached to and made a part of a LETTER AGREEMENT or MASTER AGREEMENT, dated January 23, 2013 between City of Fremont ("Client") and Olsson Associates ("Olsson") for professional services in connection with the Fremont Pedestrian Signal Design (hereinafter called the "Project").

SECTION 1—OLSSON'S BASIC SERVICES

See Exhibit "A", attached.

SECTION 2—ADDITIONAL SERVICES OF OLSSON

2.1 Unless otherwise expressly included, Olsson's normal and customary engineering services described here or in the LETTER AGREEMENT do not include the following categories of work which shall be referred to as Additional Services.

2.2. If Client and Olsson mutually agree to perform any of the following Additional Services, Client will provide written approval of the agreed upon scope of services, and Olsson shall perform or obtain from others such services and will be paid therefore as provided in the LETTER AGREEMENT. EITHER CLIENT or Olsson may elect not to perform all or any of the following Additional Services without cause or explanation:

2.2.1 Preparation of applications and supporting documents for governmental financial support of the Project in addition to those required under Basic Services; preparation or review of environmental studies and related services; and assistance in obtaining environmental approvals.

2.2.2 Services to make measured drawings of or to investigate existing conditions of facilities.

2.2.3 Services resulting from significant changes in the general scope, extent or character of the Project or major changes in documentation previously accepted by Client where changes are due to causes beyond Olsson's control.

2.2.4 Providing renderings or models.

2.2.5 Preparing documents for alternate bids requested by Client for work which is not executed or for out-of-sequence work.

2.2.6 Detailed consideration of operations, maintenance and overhead expenses; value engineering and the preparation of rate schedules, earnings and expense statements, cash flow and economic evaluations, feasibility studies, appraisals and valuations.

2.2.7 Furnishing the services of independent professional associates or consultants for work other than Basic Services.

2.2.8 If Olsson's compensation for Basic Services is not on the basis of Direct Labor or Salary Costs, Additional Services shall include services necessary due to the Client's award of more than one prime contract for the Project, services necessary due to the construction contract containing cost plus or incentive-savings provisions, services necessary in order to arrange for performance by persons other than the prime

contractor and those services necessary to administer Client's contract(s).

2.2.9 Services in connection with staking out the work of Contractor(s).

2.2.10 Services during out-of-town travel other than visits to the site.

2.2.11 Preparation of operating and maintenance manuals to supplement Basic Services.

2.2.12 Services to redesign some or all of the Project.

2.2.13 Preparing to serve or serving as a consultant or witness or assisting Client with any litigation, arbitration or other legal or administrative proceeding except where required as part of Basic Services.

2.3 When required by the Agreement or Contract Documents in circumstances beyond Olsson's control, Olsson shall perform or obtain from others any of the following Additional Services as circumstances require during construction and without waiting for specific instructions from Client, and Olsson will be paid therefore as provided in the Letter Agreement:

2.3.1 Services in connection with work directive changes and change orders to reflect the changes requested by Client if the resulting change in compensation for Basic Services is not commensurate with the additional services rendered.

2.3.2 Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitutions proposed by Contractor(s); services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by Contractor; and evaluating an unreasonable or extensive number of claims submitted by Contractor(s) or others in connection with the work.

2.3.3 Services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

2.3.4 Additional or extended services during construction made necessary by (1) work damage by fire or other causes during construction, (2) a significant amount of defective, inefficient or neglected work by any Contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, (4) default by any Contractor.

SECTION 3—CLIENT'S RESPONSIBILITIES

3.1. Client shall provide all criteria and full information as to Client's requirements for the Project; designate and identify in writing a person to act with authority on Client's behalf in respect of all aspects of the Project; examine and respond promptly to Olsson's submissions; and give prompt written notice to Olsson whenever Client observes or otherwise becomes aware of any defect in the Olsson's service.

3.2 Client agrees to pay Olsson the amounts due for services rendered and expenses within thirty (30) days after

Olsson has provided its invoice for such services. In the event Client disputes any invoice item, Client shall give Olsson written notice of such disputed item within fifteen (15) days after receipt of such invoice and shall pay to Olsson the undisputed portion of the invoice according to the provisions hereof. If Client fails to pay any invoiced amounts when due, interest will accrue on each unpaid amount at the rate of thirteen percent (13%) per annum from the date due until paid according to the provisions of this Master Agreement. Interest shall not be charged on any disputed invoice item which is finally resolved in Client's favor. Payment of interest shall not excuse or cure any default or delay in payment of amounts due.

3.2.1 If Client fails to make any payment due Olsson for services and expenses within thirty (30) days after receipt of Olsson's statement therefore, Olsson may, after giving seven days' written notice to Client, suspend services to Client under this Agreement until Olsson has been paid in full all amounts due for services, expenses and charges.

3.3 Payments to Olsson shall not be withheld, postponed or made contingent on the construction, completion or success of the Project or upon receipt by the Client of offsetting reimbursements or credit from other parties who may have caused Additional Services or expenses. No withholdings, deductions or offsets shall be made from Olsson's compensation for any reason unless Olsson has been found to be legally liable for such amounts.

3.4 Client shall also do the following and pay all costs incident thereto:

3.4.1 Furnish to Olsson any borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; zoning and deed restrictions; all of which Olsson may rely upon in performing services hereunder.

3.4.2 Guarantee access to and make all provisions for Olsson to enter upon public and private property.

3.4.3 Provide such legal, accounting, independent cost estimating and insurance counseling services as may be required for the Project, any auditing service required in respect of Contractor(s)' applications for payment, and any inspection services to determine if Contractor(s) are performing the work legally.

3.4.4 Provide engineering surveys to establish reference points for construction.

3.4.5 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project.

3.4.6 If more than one prime contractor is to be awarded the contract for construction, designate a party to have responsibility and authority for coordinating the activities of the various prime contractors.

3.5 Client shall pay all costs incident to obtaining bids or proposals from Contractor(s).

3.6 Client shall pay all permit application review costs for government authorities having jurisdiction over the Project.

3.7 Contemporaneously with the execution of the LETTER AGREEMENT, Client shall designate in writing an individual to act as its duly authorized Project representative.

SECTION 4—MEANING OF TERMS

4.1 As used herein, the term "this Agreement" refers to these General Provisions, the LETTER AGREEMENT to which these General Provisions refer, and any other exhibits or attachments made a part thereof as if they were part of one and the same document.

4.2 The "construction cost" of the entire Project (herein referred to as "Construction Cost") means the total cost to Client of those portions of the entire Project designed and specified by Olsson, but it will not include Olsson's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this Agreement so specifies, nor will it include Client's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project or the cost of other services to be provided by others to Client pursuant to Section 3.

4.3 The "Salary Costs": Used as a basis for payment mean salaries and wages (basic and incentive) paid to all Olsson's personnel engaged directly on the Project, including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the cost of customary and statutory benefits, including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay and other group benefits.

4.4 "Reimbursable Expenses: The expenses incurred by Olsson or Olsson's independent professional associates or consultants directly or indirectly in connection with the Project, and shall be included in periodic billing as applicable as follows:

<u>Classification</u>	<u>Costs</u>
Automobiles	\$0.555/mile*
Suburbans and Pick-Ups	\$0.75/mile*
Duplication	
In-house	Actual Cost
Outside	Actual Cost+10%
Meals	Actual Cost
Postage & Shipping	
Charges for Project	
Related Materials	Actual Cost
Film and Photo	
Developing	Actual Cost+10%
Telephone and	
Fax Transmissions	Actual Cost+10%
Miscellaneous Materials	
& Supplies Applicable	
only to this Project	Actual Cost+10%
Subconsultants	Actual Cost+10%

* Rates consistent with the IRS Mileage Rate Reimbursement Guidelines (Subject to Change).

4.5 "Certify" or "a Certification": A statement of Olsson's opinion, based on its observation of conditions, to the best of Olsson's professional knowledge, information and belief. Such statement of opinion does not constitute a warranty, either express or implied. It is understood that Olsson's certification shall not relieve the Client or the Client's contractors of any responsibility or obligation they may have by industry custom or under any contract.

4.6 "Cost Estimate": An opinion of probable construction cost made by Olsson. In providing opinions of probable construction cost, it is recognized that neither the Client nor Olsson has control over the costs of labor, equipment or materials, or over the Contractor's methods of determining prices or bidding. The opinion of probable construction costs is based on Olsson's reasonable professional judgment and experience and does not constitute a warranty, express or implied, that the Contractor's bids or the negotiated price of the work on the project will not vary from the Client's budget or from any opinion of probable cost prepared by Olsson.

4.7 "Day": A calendar day of 24 hours. The term "days" shall mean consecutive calendar days of 24 hours each, or fraction thereof.

4.8 "Inspect" or "Inspection": The visual observation of the Contractor's completed work to permit Olsson, as an experienced and qualified professional, to determine that the inspected work, generally conforms to the Contract Documents. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. In making such visual observations, Olsson makes no guarantees for, and shall have no authority or control over, the Contractor's performance or the Contractor's failure to perform any work in accordance with the Contract Documents. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the Contractor or for the Contractor's safety precautions and programs nor for failure by the Contractor to comply with any laws or regulations relating to the performance or furnishing of any work by the Contractor.

4.9 "Record Documents": Drawings prepared by Olsson upon the completion of construction based upon the drawings and other data furnished to Olsson by the Contractor and others showing significant changes in the work on the project made during construction. Because Record Documents are prepared based on unverified information provided by others, Olsson makes no warranty of the accuracy or completeness of the drawings.

SECTION 5—TERMINATION

5.1 Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days' written notice of default for any of the following reasons provided, however, that the notified party shall have the same seven (7) calendar day period in which to cure the default:

5.1.1 Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;

5.1.2 Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party;

5.1.3 Suspension of the Project or Olsson's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate;

5.1.4 Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

5.2 In the event of a "for cause" termination of this Agreement by either party, the Client shall within fifteen (15) calendar days of termination pay Olsson for all services rendered and all reimbursable costs incurred by Olsson up to the date of termination, in accordance with the payment provisions of this Agreement.

5.3 The Client may terminate this Agreement for the Client's convenience and without cause upon giving Olsson not less than seven (7) calendar days' written notice. In the event of any termination that is not the fault of Olsson, the Client shall pay Olsson, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by Olsson in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs, any fees, costs or expenses incurred by Olsson in preparing or negotiating any proposals submitted to Client for Olsson's Basic or Additional Services under this Agreement and all other expenses directly resulting from the termination and a reasonable profit of not less than 10% of Olsson's actual costs incurred.

SECTION 6—DISPUTE RESOLUTION

6.1. Mediation

6.1.1 All questions in dispute under this Agreement shall be submitted to mediation. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representatives and shall meet within ten (10) days after the service of the notice. The parties themselves shall then attempt to resolve the dispute within ten (10) days of meeting.

6.1.2 Should the parties themselves be unable to agree on a resolution of the dispute, then the parties shall appoint a third party who shall be a competent and impartial party and who shall be acceptable to each party, to mediate the dispute. Any third party mediator shall be qualified to evaluate the performance of both of the parties, and shall be familiar with the design and construction progress. The third party shall meet to hear the dispute within ten (10) days of their selection and shall attempt to resolve the dispute within fifteen (15) days of first meeting.

6.1.3 Each party shall pay the fees and expenses of the third party mediator and such costs shall be borne equally by both parties.

6.2 Arbitration or Litigation

6.2.1 Olsson and Client agree that from time to time, there may be conflicts, disputes and/or disagreements between them, arising out of or relating to the services of Olsson, the Project or this Agreement (hereinafter collectively referred to as "Disputes") which may not be resolved through mediation. Therefore, Olsson and Client agree that all Disputes, arising out of this Agreement or related to the services provided under this Agreement shall be resolved by binding arbitration or litigation at the sole discretion and choice of Olsson. If Olsson chooses arbitration, the arbitration proceeding shall proceed in accordance with the Construction Industry Arbitration Rules of the AAA.

6.2.2 Client hereby agrees that Olsson shall have the right to include Client, by consolidation, joinder or other manner, in any arbitration or litigation involving Olsson and a subconsultant or subcontractor of Olsson or Olsson and any other person or entity, regardless of who originally initiated such proceedings.

6.2.3 If Olsson chooses arbitration or litigation, either may be commenced at any time prior to or after completion of the Project, provided that if arbitration or litigation is commenced prior to the completion of the Project, the obligations of the parties under the terms of this Agreement shall not be altered by reason of the arbitration or litigation being conducted. Any arbitration hearings or litigation shall take place in the County and State of the project location, or in the State of Olsson's home office, Nebraska.

6.2.4 The prevailing party in any arbitration or litigation relating to any Dispute shall be entitled to recover from the other party those reasonable attorney fees, costs and expenses incurred by the prevailing party in connection with the Dispute.

SECTION 7—MISCELLANEOUS

7.1 Reuse of Documents

All documents, including Drawings and Specifications prepared or furnished by Olsson (and Olsson's independent professional associates and consultants) pursuant to this Agreement, are instruments of service in respect of the Project and Olsson shall retain an ownership and property interest therein whether or not the Project is completed. Client may make and retain copies for information and reference in connection with the use and occupancy of the Project by Client and others; however, such documents are not intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by Olsson for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Olsson, or to Olsson's independent professional associates or consultants, and Client shall indemnify and hold harmless Olsson and Olsson's independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle Olsson to further compensation at rates to be agreed upon by Client and Olsson.

7.2 Electronic Files

By accepting and utilizing any electronic file of any drawing, report or data transmitted by Olsson, the Client agrees for itself, its successors, assigns, insurers and all those claiming under or through it, that by using any of the information contained in the attached electronic file, all users agree to be bound by the following terms. All of the information contained in any electronic file is the work product and instrument of service of Olsson, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights, unless the same have previously been transferred in writing to the Client. The information contained in any electronic file is provided for the convenience to the Client and is provided in "as is" condition. The Client is aware that differences may exist between the electronic files transferred and the printed hard-copy original signed and stamped drawings or reports. In the event of a conflict between the signed original documents prepared by Olsson and the electronic files, which may be transferred, the signed and sealed original documents shall govern. Olsson specifically disclaims all warranties, expressed or implied, including without limitation, and any warranty of merchantability or fitness for a particular purpose with respect to any electronic files. It shall be Client's responsibility to confirm the accuracy of the information contained in the electronic file and that it accurately reflects the information needed by the Client. Client shall not retransmit any electronic files, or any portion thereof, without including this disclaimer as part of any such transmissions. In addition, Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Olsson, its officers, directors, employees and sub consultants against any and all damages, liabilities, claims or costs, including reasonable attorney's and expert witness fees and defense costs, arising from any changes made by anyone other than Olsson or from any reuse of the electronic files without the prior written consent of Olsson.

7.3 Opinions of Cost

Since Olsson has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, Olsson's opinions of probable Total Project Costs and Construction Cost provided for herein are to be made on the basis of Olsson's experience and qualifications and represent Olsson's best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but Olsson cannot and does not guarantee that proposals, bids or actual Total Project or Construction Costs will not vary from opinions of probable cost prepared by Olsson. If prior to the Bidding or Negotiating Phase Client wishes greater assurance as to Total Project or Construction Costs, Client shall employ an independent cost estimator as provided in paragraph 3.4.3. Olsson's services to modify the Contract Documents to bring the Construction Cost within any limitation established by Client will be considered Additional Services and paid for as such by Client.

7.4 Controlling Law and Venue

7.4.1 The parties agree that this Agreement and any legal actions concerning its validity, interpretation or performance shall be governed by the laws of the State of Nebraska or the State of the project locale. It is further agreed that any legal

action between the parties arising out of this Agreement or the performance of services shall be brought in a court of competent jurisdiction in Nebraska or the project State locale.

7.5 Subconsultants

Olsson may utilize as necessary in its discretion Subconsultants and other subcontractors. Olsson will be paid for all services rendered by its subconsultants and other subconsultants as set forth in this Agreement.

7.6 Assignment

7.6.1 Client and Olsson each is hereby bound and the partners, successors, executors, administrators and legal representatives of Client and Olsson (and to the extent permitted by paragraph 7.6.2 the assigns of Client and Olsson) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

7.6.2. Neither Client nor Olsson shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Olsson from employing such subconsultants and other subcontractors as Olsson may deem appropriate to assist in the performance of services under this Agreement.

7.6.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client and Olsson, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Olsson and not for the benefit of any other party. There are no third-party beneficiaries of this Agreement.

7.7 Indemnity

Olsson and the Client mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to personal injury or property damage and arising from their own negligent acts, errors or omissions in the performance of their services under this Agreement, but only to the extent that each party is responsible for such damages, liabilities or costs on a comparative basis of fault.

7.8 Limitation on Damages

7.8.1 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor Olsson, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any delay

damages, any punitive damages or any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this AGREEMENT. This mutual waiver of delay damages and consequential damages shall include, but is not limited to, disruptions, accelerations, inefficiencies, increased construction costs, increased home office overhead, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other delay or consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and Olsson shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this Project.

7.8.2 Notwithstanding any other provision of this Agreement, Client agrees that, to the fullest extent permitted by law, Olsson's total liability to the Client for any and all injuries, claims, losses, expenses, damages, or claims expenses of any kind arising from any services provided by or through Olsson under this Agreement, shall not exceed the total amount of Olsson's fees earned under this Agreement. Client acknowledges that such causes include, but are not limited to, Olsson's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

7.9 Entire Agreement

This Agreement supersedes all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by the Client and Olsson.

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EXHIBIT "A"
to the GENERAL PROVISIONS ATTACHED TO
LETTER AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN CLIENT AND OLSSON, DATED JANUARY 23, 2013

DESCRIPTION OF BASIC PROFESSIONAL SERVICES AND RELATED MATTERS

This is an exhibit attached to and made a part of the Letter Agreement for Professional Services dated January 23, 2013 between the City of Fremont, Nebraska (Client) and Olsson Associates (OLSSON) providing for professional services. The Basic Services of OLSSON are as indicated below.

GENERAL

OLSSON shall perform for Client professional services in all phases of the Project to which this Work Summary applies as hereinafter provided. These services will include serving as Client's professional representative for the Project, providing professional consultation and advice and furnishing customary services incidental thereto.

Task #1 Topographic Survey

Topographic survey will be performed within public right-of-way (ROW) for the following intersections:

- 9th Street & Broad Street
 - 75' north and south of the existing signal location
- Clarmar School Crossing on 19th Street
 - 75' east and west of the existing signal location
- 19th Street & Lincoln Avenue
 - From approximately 100' North of the signal to the 19th Street intersection, sidewalk to sidewalk (inclusive)
- Lincoln Avenue & Frederiksen Street
 - From approximately 100' south of the signal to the Frederiksen Street intersection, sidewalk to sidewalk (inclusive)
- Linden Avenue & Clarmar Avenue
 - From approximately 100' north of the signal to the Linden Street intersection, BOC to sidewalk (inclusive), ~50 west along Linden BOC-BOC
- Military Avenue & "L" Street
 - From approximately 100' west of the signal to the L Street intersection, sidewalk to sidewalk (inclusive)

A Utility-One-Call will be made for the site. Underground utilities that are marked and above ground visible utilities will be located. Olsson will not be responsible for underground utilities not marked by the utility locate, also underground structures or tanks that are not visible on the surface of the site. An attempt will be made to obtain utility maps from the utilities listed on the Utility-One-Call. If maps are provided, those utilities will be placed on the survey. Manholes will be inverted to get the pipe size and flow lines elevations.

Horizontal coordinate system will be in reference to the Nebraska State Plane Coordinate System North American Datum of 1983 (NAD83) modified to ground. Vertical datum will be in reference to the North American Datum of 1988 (NAVD88).

Task #2: Pedestrian Signal Design

Traffic Signal Design will be conducted in accordance with Nebraska Department of Roads (NDOR) standards. In general, the ENGINEER will provide signal design services for wiring diagram preparation; existing traffic signal removal, detail plans of signal poles, signal heads, pull boxes, conduit & other equipment, associated sidewalk & curb ramp work; special provisions; and quantity summaries. Specific tasks per intersection include the following:

- 9th Street & Broad Street
 - Traffic Signal Removal
 - Replace School Crossing Advance Warning Signs
 - New Signal Design
 - Marking Design
 - Curb Ramp Design (< 100 sf)
 - Temporary Traffic Control Design

- Clarmar School Crossing on 19th Street
 - Traffic Signal Removal
 - Replace School Crossing Advance Warning Signs
 - New Signal Design – Relocate 40 feet west
 - Marking Design
 - Curb Ramp/Sidewalk Design (> 500 sf)
 - Temporary Traffic Control Design

- 19th Street & Lincoln Avenue
 - Traffic Signal Removal
 - Replace School Crossing Advance Warning Signs
 - New Signal Design – Relocate 40 feet north
 - Marking Design
 - Curb Ramp/Sidewalk Design (100 sf – 500 sf)
 - Temporary Traffic Control Design

- Lincoln Avenue & Frederiksen Street
 - Traffic Signal Removal
 - Replace School Crossing Advance Warning Signs
 - New Signal Design – Relocate 40 feet south
 - Marking Design
 - Curb Ramp/Sidewalk Design (100 sf – 500 sf)
 - Temporary Traffic Control Design
 - Traffic Signal Warrant Evaluation
 - Pedestrian and Vehicle peak hour counts (15-minute intervals) will be performed for two peak hours corresponding to school start times in the morning and two peak hours corresponding to the school dismissal times in the afternoon. The number of adequate gaps during these time periods will be recorded.
 - Using the traffic volume data collected, Warrant 4, Pedestrian Volume and Warrant 5, School Crossing will be checked.
 - Results of the analysis will be summarized in a technical memorandum.

- Linden Avenue & Clarmar Avenue
 - Traffic Signal Removal
 - Install Pedestrian Crossing Advance Warning Signs
 - New Signal Design – Plus Minor Street control
 - Marking Design
 - Curb Ramp Design (<100 sf)
 - Temporary Traffic Control Design
 - Traffic Signal Warrant Evaluation
 - Pedestrian and Vehicle peak hour counts (15-minute intervals) will be performed for two peak hours corresponding to school start times in the morning and two peak hours corresponding to the school dismissal times in the afternoon. The number of adequate gaps during these time periods will be recorded.
 - Using the traffic volume data collected, Warrant 4, Pedestrian Volume and Warrant 5, School Crossing will be checked.
 - Results of the analysis will be summarized in a technical memorandum.

- Military Avenue & “L” Street
 - Traffic Signal Removal
 - Install Pedestrian Crossing Advance Warning Signs
 - New Signal Design – Relocate 60 feet west
 - Marking Design
 - Curb Ramp/Sidewalk Design (100 sf – 500 sf)
 - Temporary Traffic Control Design

Task #3 Signal Construction Plans

Public Improvement plans will be prepared in accordance with NDOR standards and include the following:

- General Notes & Quantities
- Removal Plans
- Traffic Signal Plans
- Pavement Marking and Signing Plans
- Sidewalk Paving Plans
- Detail Sheets

Task #4 Project Management and Coordination

The ENGINEER shall aid in the preparation of the construction specifications, job special provisions and Bid Documents in accordance with local requirements; and prepare final opinion of probable construction costs. Additionally, the ENGINEER shall attend project coordination meetings with the City of Fremont (Assumes 2 meetings).

Task #5 Submittals

Preliminary Review Plans (60%) and Final Review Plans (90%) shall be submitted to City of Fremont and/or the Nebraska Department of Roads (NDOR). Upon addressing comments, Final Plans shall be submitted to City of Fremont and/or NDOR. Plans will be submitted to the affected Utility Companies at 30% plan for review by the affected Utility Companies. The Utility Companies will be contacted to discuss potential impacts. Plans will be submitted to the affected Utility Companies again at the 90% plan at which time OA will request rehabilitation plans and estimates from utilities.

Standard Billing Rates

NEBRASKA 2012

Billing Category Description	Billing Rate
Team Leader	179.00
Group Leader	159.00
Client Manager	153.00
Senior Engineer	160.00
Senior Project Engineer	139.00
Project Engineer	122.00
Associate Engineer	96.00
Assistant Engineer	85.00
Student Engineer	50.00
Senior Landscape Architect	131.00
Senior Project Landscape Architect	115.00
Project Landscape Architect	100.00
Associate Landscape Architect	81.00
Assistant Landscape Architect	67.00
Senior Surveyor	98.00
Surveyor	82.00
Associate Surveyor	66.00
Assistant Surveyor	50.00
1-Man Survey Crew	115.00
2-Man Survey Crew w/ GPS	115.00
Survey Support Crew	0.00
2-Man Survey Crew	115.00
3-Man Survey Crew	140.00

Billing Category Description	Billing Rate
Technical Manager	113.00
Design Associate	95.00
Design Technician	79.00
Senior Technician	71.00
Associate Technician	62.00
Assistant Technician	50.00
Student Technician - Level 1	39.00
Student Technician - Level 2	50.00
Student Technician - Level 3	61.00
GIS Design Technician	65.00
Senior Construction Services	147.00
Senior Project Construction Services	128.00
Project Construction Services	111.00
Associate Construction Services	93.00
Assistant Construction Services	80.00
Administrative Area Leader	125.00
Administrative Manager	99.00
Administrative Specialist	111.00
Administrative Supervisor	86.00
Administrative Coordinator	69.00
Administrative Assistant	58.00
Secretarial	56.00
Office Assistant	36.00
CAD Manager	111.00

STAFF REPORT

TO: Mayor and City Council

FROM: Rian Harkins, AICP, Planning Director
Interim Public Works Director

DATE: 24 January 2013

SUBJECT: Approval of professional services agreement for engineering design of North Hancock Street Reconstruction, 16th Street to 19th Street.

Recommendation: Approve the agreement and authorize the Mayor to sign.

Request: Approve an agreement for engineering design with Dodd Engineering and Surveying of for the design of the North Hancock reconstruction project.

Background: This agreement will provide for engineering study and design of street improvements along North Hancock for the blocks noted above.

Funding for this agreement is available in the Public Works budget.

#35

Dodd Engineering & Surveying LLC

P.O. Box 1855

Fremont, NE 68026-1855

Located at 402 North D Street., Fremont, NE 68025

Tel. (402) 727-9067 Email: doddengl@gmail.com

1-15-2013

Mr. Rian Harkins, AICP
Planning Director - City of Fremont
400 E. Military Ave.
Fremont, NE 68025

RE: North Hancock Street Reconstruction
16th Street to 19th Street

Dear Mr Harkins:

Thank you for the opportunity to submit the following proposal for design services for this project.

Project Description

This project runs from the north margin of 16th Street to the south margin of 19th Street and does not include intersections at either end. The objective of the project is to remove the existing 31' wide by approximately 1120' of deteriorated paving and replace it with 32' wide pavement. The 32' width allows the City to consider the street as a 3-lane street for Road Use Tax computation. Removing and replacing 31 driveways from street to sidewalk will also be required.

Scope of Work

1. Complete topographic survey of site, check grades at intersections, locate right-of-way limits, locate and measure utilities and create surface model.
2. Confer with utility representatives to determine if any utility work should be done while paving is removed. Utility design is not included in the scope of services.
3. Obtain borings and geotechnical report. Incorporate recommendations for thickness and subgrade into design. Mid-State Engineering and Testing will be the geotechnical consultant.
4. Carefully design profile and cross-sections to fit existing conditions.
5. Prepare plans and special provisions, bid form and form of contract
6. If necessary, a recommendation for phasing will be incorporated in the special conditions after consulting with City officials.

7. Prepare Storm Water Pollution Prevention Plan and Notice of Intent to be submitted to NDEQ.

Area of concern

Driveways are an area of concern. Currently the distance from street to sidewalk is only 5' and the driveway approaches are fairly steep. Widening the paving to 32' will make the drives somewhat steeper which may not be popular with residents. Care must be used to set the street grade as high as possible to keep the driveways usable.

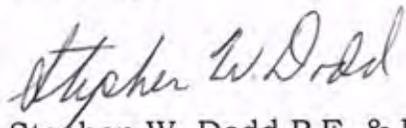
Submittals and Costs

I intend to submit plans and special provisions in pdf format at 60% and at completion. Autocad based drawings will be provided if requested. The total cost to the City for my services will be \$17,750 including soil borings and geotechnical report. I intend to proceed with the survey and borings as soon as the weather is favorable. The remainder of services will be scheduled with a final submittal no later than 6/1/2013 unless the City's timeframe requires submittal sooner.

Billing Schedule

At completion of survey and geotechnical report	\$5,750
At 60% submittal	\$5,750
At final submittal	\$5,750
At bidding and contract award	\$ 500

Sincerely,



Stephen W. Dodd P.E. & L.S.

ACCEPTED: _____ DATE: _____

If this proposal is accepted, please sign and return or email a copy within 15 days of the date of this proposal.

STAFF REPORT

TO: Mayor and City Council

FROM: Rian Harkins, AICP, Planning Director
Interim Public Works Director

DATE: 24 January 2013

SUBJECT: Approval of professional services agreement for engineering design of West 6th Street Reconstruction, M Street to Marvin Court.

Recommendation: Approve the agreement and authorize the Mayor to sign.

Request: Approve an agreement for engineering design with Dodd Engineering and Surveying for the design of the West 6th Street reconstruction project.

Background: This agreement will provide for engineering study and design of street improvements for the area noted above.

Funding for this agreement is available in the Public Works budget.

#36

Dodd Engineering & Surveying LLC

P.O. Box 1855

Fremont, NE 68026-1855

Located at 402 North D Street., Fremont, NE 68025

Tel. (402) 727-9067 Email: doddengl@gmail.com

1-15-2013

Mr. Rian Harkins, AICP
Planning Director - City of Fremont
400 E. Military Ave.
Fremont, NE 68025

RE: West 6th Street Reconstruction
M Street to Marvin Court

Dear Mr Harkins:

Thank you for the opportunity to submit the following proposal for design services for this project.

Project Description

This project runs from the east margin of Marvin Court to the West margin of M Street and does not include intersections at either end. The focus of the project is to remove the existing 31' wide by approximately 770' of deteriorated paving and replace it with 32' wide pavement. The 32' width allows the City to consider the street as a 3-lane street for Road Use Tax computation. Removing and replacing portions of driveways will also be required.

Scope of Work

1. Complete topographic survey of site, check grades at intersections, locate right-of-way limits, locate and measure utilities and create surface model.
2. Confer with utility representatives to determine if any utility work should be done while paving is removed. Utility design is not included in the scope of services.
3. Obtain borings and geotechnical report. Incorporate recommendations for thickness and subgrade into design. Mid-State Engineering and Testing will be the geotechnical consultant.
4. Carefully design profile and cross-sections to fit existing conditions.
5. Prepare plans and special provisions bid form and form of contract.
6. If necessary, a recommendation for phasing will be incorporated in the special conditions after consulting with City officials.

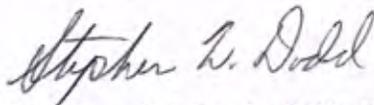
Submittals and Costs

I intend to submit plans and special provisions in pdf format at 60% and at completion. Autocad based drawings will be provided if needed. The total cost to the City for my services will be \$14,750 including soil borings and geotechnical report. I intend to proceed with the survey and borings as soon as the weather is favorable. The remainder of services will be scheduled with a final submittal no later than 6/1/2013 unless the City's timeframe requires submittal sooner.

Billing Schedule

At completion of survey and geotechnical report	\$4,750
At 60% submittal	\$4,750
At final submittal	\$4,750
At bidding and contract award	\$ 500

Sincerely,



Stephen W. Dodd P.E. & L.S.

ACCEPTED: _____ DATE: _____

If this proposal is accepted, please sign and return or email a copy within 15 days of the date of this proposal.

STAFF REPORT

TO: Mayor and City Council

FROM: Rian Harkins, AICP, Planning Director
Interim Public Works Director

DATE: 24 January 2013

SUBJECT: Approval of professional services agreement for engineering design of West 19th Street Resurfacing, Nye Avenue to Somers Avenue.

Recommendation: Approve the agreement and authorize the Mayor to sign.

Request: Approve an agreement for engineering design with Dodd Engineering and Surveying for the design of the West 19th Street resurfacing project.

Background: This agreement will provide for engineering study and design of street improvements for the area noted above.

Funding for this agreement is available in the Public Works budget.

#37

Dodd Engineering & Surveying LLC

P.O. Box 1855

Fremont, NE 68026-1855

Located at 402 North D Street., Fremont, NE 68025

Tel. (402) 727-9067 Email: doddengl@gmail.com

1-15-2013

Mr. Rian Harkins, AICP
Planning Director - City of Fremont
400 E. Military Ave.
Fremont, NE 68025

RE: West 19th Street Resurfacing
Nye Avenue to Somers Avenue

Dear Mr Harkins:

Thank you for the opportunity to submit the following proposal for design services for this project.

Project Description

This project runs from the west margin of Nye Avenue to the east margin of Somers Avenue and does not include intersections at either end. The objective of the project is to mill off the existing 30' wide by approximately 1550' of asphalt overlay and install a new asphalt overlay.

Scope of Work

1. Survey site as needed to locate driveways, manholes, water valves, inlets, define drainage patterns, locate areas that don't drain properly and check grades at intersections.
2. Obtain recommendations for mix-design and possible reinforcing fabric from a materials consultant if possible.
3. Prepare plans and special provisions.
4. Prepare bid form and form of contract.

Submittals and Costs

I intend to submit plans and special provisions in pdf format at 60% and at completion. Autocad based drawings will be provided if needed. The total cost to the City for my services will be \$9,800. I intend to proceed with the survey as soon as the weather is favorable. The remainder of services will be scheduled

with a final submittal no later than 7/1/2013 unless the City's timeframe requires submittal sooner.

Billing Schedule

At completion of survey and materials report	\$3,100
At 60% submittal	\$3,100
At final submittal	\$3,100
At bidding and contract award	\$ 500

Sincerely,



Stephen W. Dodd P.E. & L.S.

ACCEPTED: _____ DATE: _____

If this proposal is accepted, please sign and return or email a copy within 15 days of the date of this proposal.

STAFF REPORT

TO: Mayor and City Council

FROM: Rian Harkins, AICP, Planning Director
Interim Public Works Director

DATE: 24 January 2013

SUBJECT: Approval of professional services agreement for engineering design of West 16th Street Resurfacing, Nye Avenue to Colson Avenue.

Recommendation: Approve the agreement and authorize the Mayor to sign.

Request: Approve an agreement for engineering design with Dodd Engineering and Surveying for the design of the West 16th Street resurfacing project.

Background: This agreement will provide for engineering study and design of street improvements for the area noted above.

Funding for this agreement is available in the Public Works budget.

#38

Dodd Engineering & Surveying LLC

P.O. Box 1855

Fremont, NE 68026-1855

Located at 402 North D Street., Fremont, NE 68025

Tel. (402) 727-9067 Email: doddeng1@gmail.com

1-15-2013

Mr. Rian Harkins, AICP
Planning Director - City of Fremont
400 E. Military Ave.
Fremont, NE 68025

RE: West16th Street Resurfacing
Nye Avenue to Colson Avenue

Dear Mr Harkins:

Thank you for the opportunity to submit the following proposal for design services for this project.

Project Description

This project runs from the west margin of Nye Avenue to the east margin of Colson Avenue and does not include intersections at either end. The objective of the project is to mill off the existing 30' wide by approximately 565' of asphalt overlay and install a new asphalt overlay.

Scope of Work

1. Survey site as needed to locate driveways, manholes, water valves, inlets, define drainage patterns, locate areas that don't drain properly and check grades at intersections.
2. Obtain recommendations for mix-design and possible reinforcing fabric from a materials consultant if possible.
3. Prepare plans and special provisions.
4. Prepare bid form and form of contract.

Submittals and Costs

I intend to submit plans and special provisions in pdf format at 60% and at completion. Autocad based drawings will be provided if needed. The total cost to the City for my services will be \$5,300. I intend to proceed with the survey and as soon as the weather is favorable. The remainder of services will be scheduled

with a final submittal no later than 7/1/2013 unless the City's timeframe requires submittal sooner.

Billing Schedule

At completion of survey	\$1,600
At 60% submittal	\$1,600
At final submittal	\$1,600
At bidding and contract award	\$ 500

Sincerely,



Stephen W. Dodd P.E. & L.S.

ACCEPTED: _____ DATE: _____

If this proposal is accepted, please sign and return or email a copy within 15 days of the date of this proposal.

STAFF REPORT

TO: Mayor and City Council
FROM: Rian Harkins, AICP, Planning Director/Interim Public Works Director
DATE: 24 January 2013
SUBJECT: Approval of resolution authorizing progress payments

Recommendation: Approve the resolution and authorize the Mayor to sign.

Request: Approve the resolution that authorizes progress payments for the following:

Elkhorn West construction for Police Station Renovation Project (PSAP)
Sawyer Construction for Main Street Improvement (1st to 3rd).

Background: These are progress payments for ongoing construction projects. Funding for these payments is included in the current FY 2013 capital budget.

#39

RESOLUTION NO. _____

A Resolution of the City Council of the City of Fremont, Nebraska, approving payment to Elkhorn West Construction and Luxa Construction Co., Inc.

RESOLVED: That the Fremont City Council approves the following contract payments and that a check be drawn in the amount listed on the proper account to the respective contractor listed.

<u>Contractor</u>	<u>Request</u>	<u>Project</u>	<u>Amount</u>
Elkhorn West Construction	PR-4	Police Station Renovation (PSAP) B-142-12	\$12,343.50
Sawyer Construction.	PR-4	Main Street Improvements (1 st to 3 rd) (P-137-12)	\$5,576.19

PASSED AND APPROVED THIS _____ DAY OF _____, 2013

Scott Getzschman, Mayor

ATTEST:

Kimberly Volk, MMC
City Clerk

APPLICATION FOR PAYMENT NO. 4 (FINAL)

To: City of Fremont, Nebraska
From: Sawyer Construction
Contract For: 2012 Downtown Improvements, Street Improvement District No. 548
ENGINEER's Project No. 90894.02
For Work accomplished through the date of: 12/30/2012

Table with 2 columns: Description and Amount. Rows include: 1. Original Contract Price (\$ 220,547.50), 2. Net change by Change Orders and Written Amendments (+ or -): (\$6,863.23), 3. Current Contract Price (1 plus 2): (\$ 227,410.73), 4. Total completed and stored to date: (\$227,410.73), 5. Percent of Project Completed (100%), 6. Retainage (per agreement): 0% of completed Work and Stored Materials: \$ -, Total Retainage: \$ -, 7. Total completed and stored to date less retainage (4 minus 6): (\$ 227,410.73), 8. Less previous Application for Payments: (\$ 221,834.54), 9. DUE THIS APPLICATION (7 MINUS 8): (\$ 5,576.19)

Accompanying Documentation:

CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through 4 inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

Dated: 1-16-13 SAWYER CONSTRUCTION
By: [Signature]

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated: 1/14/2013 JEO CONSULTING GROUP, INC.
By: [Signature]

APPLICATION APPROVED BY:

By: Brian Harkins
Title: Interim Public Works Dir Date: 1-16-13

ATTEST:

By: Title:

APPLICATION FOR PAYMENT NO. 4 (FINAL)

Owner: City of Fremont
400 East Military
Fremont, Nebraska 68025

Date: 12/30/2012

Project: 2012 Downtown Improvements
Street Improvement District No. 548
Main Street - 1st Street to 3rd Street

Estimate No.: 4

Contractor: Sawyer Construction
220 W. Cloverly
Fremont, Nebraska 68025

JEO Project No.:090894.02

ITEM NO.	CONTRACT QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
GROUP "1"					
1.	1	EA	Mobilization	\$13,000.00	\$13,000.00
2.	1,401	SY	Remove Existing Pavement	\$7.00	\$9,804.76
3.	1,272	LF	Remove Existing Curb & Gutter	\$3.00	\$3,816.28
4.	12,160	SF	Remove Existing Sidewalk	\$0.60	\$7,296.06
5.	1	EA	Remove Traffic Signal	\$600.00	\$600.00
6.	0	EA	Remove Crosswalk Signal	\$225.00	\$0.00
7.	152	SY	Remove Existing Driveway	\$7.00	\$1,064.00
8.	14,739	SF	Build 5" PCC Sidewalk	\$3.95	\$58,217.87
9.	639	SY	Build 7" PCC Pavement	\$45.00	\$28,761.50
10.	71	Ton	Build 2.5" Asphalt Overlay	\$225.00	\$15,925.50
11.	1,370	LF	Build 7" Curb & Gutter	\$18.00	\$24,654.60
12.	190	SY	Build 8" PCC Driveway	\$40.00	\$7,614.67
13.	8	EA	Water Curb Stop Repair Lid	\$95.00	\$760.00
14.	13	EA	Adjust Gas / Water Valve Box to Grade	\$50.00	\$650.00
15.	2	EA	Adjust Manhole to Grade	\$250.00	\$500.00
16.	2	EA	Re-Build Inlet as Junction Box	\$1,000.00	\$2,000.00
17.	0	EA	Re-Build Junction as Inlet	\$1,000.00	\$0.00
18.	0	EA	Re-Build Grate Inlet	\$1,000.00	\$0.00
19.	2	EA	Build Junction Box	\$2,000.00	\$4,000.00
20.	6	EA	Build Curb Inlet	\$2,350.00	\$14,100.00
21.	1	EA	Remove Junction	\$300.00	\$300.00

22.	2	EA	Build Concrete Collar	\$250.00	\$500.00
23.	195	LF	Build 18" RCP	\$44.00	\$8,580.00
24.	0	EA	Build Stoop	\$585.00	\$0.00
25.	13	EA	Install ADA Truncated Dome Panels	\$140.00	\$1,820.00
26.	9	EA	Adjust Light Pole Base to Grade	\$92.00	\$828.00
27.	1,491	SF	Build Brick Pavers	\$12.50	\$18,637.50
28.	4	EA	Furnish and Plant Tree	\$190.00	\$760.00
29.	4	CY	Furnish and Install Amended Soil	\$60.00	\$240.00
30.	32	EA	Furnish and Install Perennials	\$15.00	\$480.00
31.	2	EA	Block window wells @ Andi's on 1st	\$1,250.00	\$2,500.00
TOTAL CONTRACT COMPLETED TO DATE					\$227,410.73

EXHIBIT "E"
RECOMMENDATION OF ACCEPTANCE

DATE OF ISSUANCE: January 14, 2013

OWNER: City of Fremont

CONTRACTOR: Sawyer Construction

Contract: 2012 Downtown Improvements, Street Improvement Paving District No. 548

Project: 2012 Downtown Improvements, Street Improvement Paving District No. 548

OWNER's Contract No.: _____

ENGINEER's Project No.: 090894.02

This Recommendation of Acceptance applies to all Work under the Contract Documents or to the following specified parts thereof:

To: City of Fremont, Nebraska
OWNER

And To: Sawyer Construction
CONTRACTOR

The Work to which this Recommendation of Acceptance applies has been inspected by authorized representatives of OWNER, CONTRACTOR and ENGINEER, and that Work is hereby declared to be complete in accordance with the Contract Documents on January 14, 2013, expressly subject to the provisions of the related Agreement documents and the terms and conditions set forth herein.

CONDITIONS OF RECOMMENDATION OF ACCEPTABILITY OF WORK

The Recommendation of Acceptability of Work ("Recommendation") on the front side of this sheet is expressly made subject to the following terms and conditions to which all persons who receive said Recommendation and rely thereon agree:

1. Said Recommendation is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. Said Recommendation reflects and is an expression of the professional judgment of ENGINEER.
3. Said Recommendation is given as to the best of ENGINEER's knowledge, information, and belief as of the date hereof.
4. Said Recommendation is based entirely on and expressly limited by the scope of services ENGINEER has been employed by OWNER to perform or furnish during construction of the Project (including observation of the CONTRACTOR's work) under ENGINEER's Agreement with OWNER and under the Construction Contract referenced herein, and applies only to facts that are within ENGINEER's knowledge or could reasonably have been ascertained by ENGINEER as a result of carrying out the responsibilities specifically assigned to ENGINEER under ENGINEER's Agreement with OWNER and the Construction Contract referenced herein.

5. Said Recommendation is not a guarantee or warranty of CONTRACTOR's performance under the Construction Contract referenced herein nor an assumption of responsibility for any failure of CONTRACTOR to furnish and perform the Work thereunder in accordance with the Contract Documents. The responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance and warranties and guarantees shall be as follows:

OWNER: Responsible for security, operation, safety and maintenance.

CONTRACTOR: Responsible for the two-year warranty and guarantee shall commence to run as of the date of acceptance by the OWNER shown below.

The following documents are attached to and made a part of this Recommendation of Acceptance:
Payment Application No. 4 and Final

This Recommendation of Acceptance does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of CONTRACTOR's obligation to complete the Work in accordance with the Contract Documents.

Executed by ENGINEER on 01/14/2013
Date

JEO Consulting Group, Inc.

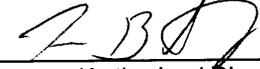
ENGINEER

By: 
(Authorized Signature)

CONTRACTOR accepts this Recommendation of Acceptance on 1-16-13
Date

Sawyer Construction

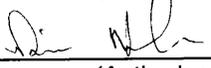
CONTRACTOR

By: 
(Authorized Signature)

OWNER accepts this Recommendation of Acceptance on 1-16-13
Date

City of Fremont, Nebraska

OWNER

By: 
(Authorized Signature)

EJCDC No. 1910-8-D (1996 Edition)

Prepared by the Engineers' Joint Contract Documents Committee and endorsed by The Associated General Contractors of America and the Construction Specifications Institute.

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF

PAGES

TO OWNER:

City of Fremont
400 East Military Avenue
Fremont, Nebraska 68025

PROJECT:

Joint Communications Center (PSAP)
725 North Park Avenue
Fremont, Nebraska 68025

APPLICATION NO:

291-12-05

APPLICATION DATE:

December 31, 2012

Distribution to:

OWNER
 ARCHITECT
 CONTRACTOR

FROM CONTRACTOR:

Elkhorn West Construction
15022 A Circle
Omaha, Ne 68144

VIA ARCHITECT:

Michael A. James & Associates
15417 Grant Street
Omaha, Nebraska 68116

PERIOD TO:

December 31, 2012

PROJECT NO'S:

Owner's: 026949

Architects: 2012.16

Contractor's: 291-12

CONTRACT DATE:

August 16, 2012

CONTRACT FOR: General Construction

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$	115,500.00
2. Net change by Change Orders	\$	(2,115.83)
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	113,384.17
4. TOTAL COMPLETED & STORED TO DATE	\$	113,384.17
DATE (Column G on G703)		
5. RETAINAGE:		
a. 10 % of Completed Work	\$	11,338.42
(Column D + E on G703)		
b. 10 % of Stored Material	\$	-
(Column F on G703)		
Total Retainage (Lines 5a + 5b or		
Total in Column I of G703)	\$	11,338.42
6. TOTAL EARNED LESS RETAINAGE	\$	102,045.75
(Line 4 Less Line 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR		
PAYMENT (Line 6 from prior Certificate)	\$	89,702.25
8. CURRENT PAYMENT DUE	\$	12,343.50
9. BALANCE TO FINISH, INCLUDING RETAINAGE	\$	11,338.42
(Line 3 less Line 6)		

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ (2,115.83)	
Total approved this Month	\$ -	
TOTALS	\$ (2,115.83)	\$ -
NET CHANGES by Change Order	\$ (2,115.83)	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: **Elkhorn West Construction**

*OK to pay
1-17-13
Dain N...*

By: *Paul A. Brugnot*

Date: December 31, 2012

State of: **Nebraska**

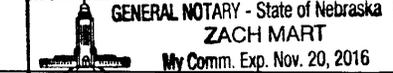
County of: **Douglas**

Subscribed and sworn to before me this 31st

day of **December 2012**

Notary Public:

Zach Mart



My Commission expires: *11/20/2016*

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED 12,343.50

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: *Zach Mart*

Date: *1-15-13*

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 1 OF 1 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

APPLICATION NO: 291-12-05

Contractor's signed certification is attached.

APPLICATION DATE: December 31, 2012

In tabulations below, amounts are stated to the nearest dollar.

PERIOD TO: December 31, 2012

Use Column I on Contracts where variable retainage for line items may apply.

ARCHITECT'S PROJECT NO: 2012.16

A ITEM No.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)		H BALANCE TO FINISH (C-G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		% (G ÷ C)			
			1	Performance & Payment Bond		\$ 1,370.00	\$ 1,370.00		
2	General Conditions	\$ 15,500.00	\$ 13,560.00	\$ 1,940.00		\$ 15,500.00	100.00%	\$ 1,550.00	
3	Interior Demolition	\$ 1,650.00	\$ 1,650.00			\$ 1,650.00	100.00%	\$ 165.00	
4	Rough Carpentry	\$ 660.00	\$ 660.00			\$ 660.00	100.00%	\$ 66.00	
5	Cabinets & Finish Carpentry	\$ 3,130.00	\$ 3,130.00			\$ 3,130.00	100.00%	\$ 313.00	
6	Doors & Hardware	\$ 3,060.00	\$ 3,060.00			\$ 3,060.00	100.00%	\$ 306.00	
7	Glass & Glazing	\$ 2,000.00	\$ 2,000.00			\$ 2,000.00	100.00%	\$ 200.00	
8	Drywall & Acoustical Ceilings	\$ 16,650.00	\$ 16,650.00			\$ 16,650.00	100.00%	\$ 1,665.00	
9	Flooring	\$ 750.00		\$ 750.00		\$ 750.00	100.00%	\$ 75.00	
10	Painting	\$ 4,675.00	\$ 3,700.00	\$ 975.00		\$ 4,675.00	100.00%	\$ 467.50	
11	Plumbing	\$ 2,000.00	\$ 2,000.00			\$ 2,000.00	100.00%	\$ 200.00	
12	HVAC	\$ 39,935.00	\$ 33,700.00	\$ 6,235.00		\$ 39,935.00	100.00%	\$ 3,993.50	
13	Electrical	\$ 16,560.00	\$ 15,200.00	\$ 1,360.00		\$ 16,560.00	100.00%	\$ 1,656.00	
14	Contractor's Overhead & Profit	\$ 7,560.00	\$ 6,620.00	\$ 940.00		\$ 7,560.00	100.00%	\$ 756.00	
15	Change Order 001	\$ 2,008.64	\$ 2,008.64			\$ 2,008.64	100.00%	\$ 200.86	
16	(Remove Carpet)								
17	Change Order 002	\$ (5,639.47)	\$ (5,639.47)			\$ (5,639.47)	100.00%	\$ (563.95)	
18	(Delete Break Room 115)								
19	Change Order 003	\$ 1,515.00		\$ 1,515.00		\$ 1,515.00	100.00%	\$ 151.50	
20	(Flooring & Electrical Revisions)								
21									
22									
23									
24									
GRAND TOTALS		\$ 113,384.17	\$ 99,669.17	\$ 13,715.00	\$ -	\$ 113,384.17	100.00%	\$ -	\$ 11,338.42



PARTIAL LIEN WAIVER

Project: City of Fremont – Joint communication Center
“Public Service Answering Point (PSAP) Renovation
725 North Park Avenue
Fremont, Nebraska 68025 - 5141

Owner: City of Fremont
400 East Military Avenue
Fremont, Nebraska 68025-5141

Architect: Michael A James & Associates
15417 Grant Street
Omaha, Nebraska 68115

Contractor’s Application Number: 291-12-04 Dated November 30, 2012

The Undersigned Specifically Agrees That Payment in the Amount of \$ 18,139.97 Has Been Received Against this Contract or Agreement for Work Performed and/or Materials Furnished Prior to December 1, 2012, and the Undersigned Irrevocably Releases and Waives Any and All Liens, Bonds or Rights to Claim Any and All Liens, Bonds, Including Construction Liens, Situate, or Any Part Thereof, for Any of the Materials and/or Labor Furnished or Performed Prior to December 1, 2012, in Connection With Said Project, Reserving, However, All Lien and Bond Rights for Labor and/or Materials Furnished After That Date.

Elkhorn West Construction, Inc.

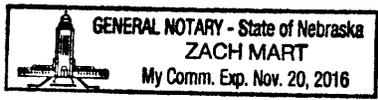
BY: 
TITLE: Thomas J. Gurnon - President

NOTE: The Person Executing This Lien and Bond Waiver is Authorized to do so.

State of Nebraska, County of Douglas, Subscribed and Sworn to Before Me this 31st day of December, 2012.

Notary Public: 

My Commission Expires: Nov. 20, 2016



RECEIVED

11/30/2012

RE: APPLICATION # 291-12-3-PR2

DEC 04 2012

ELKHORN WEST
CONSTRUCTION INC.

RETURN TO:
Elkhorn West Construction, Inc.
15022 A Circle
Omaha, Nebraska 68144

RETURN WITHIN THREE DAYS – Lien and Bond Waiver MUST be Notarized prior to return.

NOTE: Lien and Bond Waivers that have not been notarized will be reissued for signature and notarization, and all future checks will be held in the Elkhorn West Construction, Inc. office to be signed for in person.

PARTIAL LIEN AND BOND WAIVER

CHECK # 9265

CONTRACTOR/SUBCONTRACTOR OR SUPPLIER:

Midwest Electrical

PROJECT: City of Fremont Joint Communications Center 724 North Park Ave Fremont

The undersigned specifically agrees that payment in the amount of \$5,400.00 has been received against this contract/subcontract or agreement for work performed and/or materials furnished prior to 11/30/2012, and that the undersigned irrevocably releases and waives any and all liens, bonds or rights to claim any and all liens, bonds, including construction liens, situate, or any part thereof, for any of the materials and/or labor furnished or performed prior to 11/30/2012, in connection with said project, reserving, however, all lien and bond rights for labor and/or materials furnished after that date.

Midwest Electrical

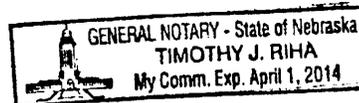
BY: Chris Frederick
TITLE: Office Manager

NOTE: The person executing this lien and bond waiver must be authorized to do so; if other than an officer or partner, proof of authority must be furnished.

State of Nebraska County of Sarpy subscribed and sworn to before me this 3 day of December 2012.

Notary Public: Timothy J. Riha

My Commission Expires: 4/1/14



RECEIVED

11/30/2012

RE: APPLICATION # 291-12-3-197476 and 198463

DEC 04 2012

RETURN TO:
Elkhorn West Construction, Inc.
15022 A Circle
Omaha, Nebraska 68144

ELKHORN WEST
CONSTRUCTION INC.

RETURN WITHIN THREE DAYS – Lien and Bond Waiver **MUST** be Notarized prior to return.

NOTE: Lien and Bond Waivers that have not been notarized will be reissued for signature and notarization, and all future checks will be held in the Elkhorn West Construction, Inc. office to be signed for in person.

PARTIAL LIEN AND BOND WAIVER

CHECK # 9264

CONTRACTOR/SUBCONTRACTOR OR SUPPLIER:

Getzschman Heating, LLC

PROJECT: City of Fremont Joint Communications Center 724 North Park Ave Fremont

The undersigned specifically agrees that payment in the amount of **\$25,200.00** has been received against this contract/subcontract or agreement for work performed and/or materials furnished prior to **11/30/2012**, and that the undersigned irrevocably releases and waives any and all liens, bonds or rights to claim any and all liens, bonds, including construction liens, situate, or any part thereof, for any of the materials and/or labor furnished or performed prior to **11/30/2012**, in connection with said project, reserving, however, all lien and bond rights for labor and/or materials furnished after that date.

Getzschman Heating, LLC

BY:



TITLE:

PRESIDENT

NOTE: The person executing this lien and bond waiver must be authorized to do so; if other than an officer or partner, proof of authority must be furnished.

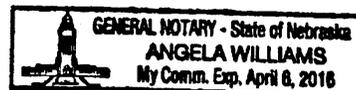
State of Nebraska County of Dodge subscribed and sworn to before me this 3rd day of December 2012.

Notary Public:

Angela Williams

My Commission Expires:

4-6-16



STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Dan Seder, Parks and Recreation Director

DATE: January 24, 2013

SUBJECT: Park and Recreation Board

Recommendation: Move to approve the recommendation of the Mayor to reappoint Bob Brown to the Park and Recreation Board for a three year term ending January 2016.

Background: Reappointment has been confirmed with Parks and Recreation Director Dan Seder.

#40

STAFF REPORT

TO: Mayor and City Council

FROM: Rian Harkins, AICP, Planning Director

DATE: 24 January 2013

SUBJECT: Request of David and Susan Fink to allow a Conditional Use Permit for a Bed & Breakfast, Fremont, Dodge County, Nebraska (346 West 16th Street)

Recommendation: Staff recommends denial.

Request: The applicant requests that the lot listed above be approved for a Conditional Use Permit for a Bed and Breakfast in the R-2 Residential Zoning District.

Background: This property is located at the intersection of 16th Street and "I" Street. The applicant has recently purchased the property, and lives in the residence to the immediate east of this location. The applicant proposes to use the residence as a Bed & Breakfast with a maximum of 4 guests.

The property is a small, narrow corner lot, with 964 sq feet of dwelling space. There are 2 bedrooms (per the county assessor's information).

The only off street parking available is in the driveway next to the alley on the east side of the lot. All additional parking would have to be on the adjacent side streets. The applicant stated at the planning commission meeting he actually had 4 stalls for parking in the driveway. At its widest point, he would be, at best, squeezing 3 cars into the driveway due to a 33 foot width. However, the applicant would still meet the parking requirements for this use.

Signage for this type of use is already well regulated within the zoning ordinance. Thus, staff has no additional recommendations regarding signage other than having the applicant meet current requirements if the CUP is approved.

Staff recommends denial based on:

The interaction of traffic movements and the impact upon traffic flow. The traffic on 16th Street moves at speeds much greater than the posted speed limit. I felt, after observing traffic flow in the area three times, that the combination of parking/turning movements and high speeds would be a detriment to the neighborhood.

The combination of #1 and the future land use classification of neighborhood conservation, which allows for commercial uses if they are at a neighborhood scale. A B&B is more of a community wide commercial use, which will generate between 16-18 traffic trips per day (when factoring in the 4 tenants and the residents of the B&B). The typical single family home generates 8-10 trips per day.

Any additional parking will have to be done using on-street parking. Thus any special events will take away from residential parking options.

The adopted Long Range Transportation Plan notes on page 8 that the intersection of 16th and Ney (1 block away) had the second highest crash rate in the City during a three year period. At least some of these accidents are related to traffic speed on 16th Street.

The definition of a Bed & Breakfast notes that the owner or resident manager must live on site. The applicant has noted via social media that he is living in both dwellings (this one and his own house next door). However, He noted during the planning commission meeting he was also looking at housing his elderly mother in the residence. Staff was unaware of the exact living arrangements until this was mentioned during the Planning Com-

mission meeting, when the applicant stated they live in the house next door.

The definition of Bed & Breakfast also notes that there should be some adaptation of a large structure for such a use. The building is neither large, or adapted to the knowledge of staff.

Planning Commission voted 5-3 to deny the Conditional Use because of traffic and impact upon the neighborhood. There were 5 residents from the area present to oppose the application, with one email asking that it be denied as well. The one individual that spoke against the proposal noted that this building has nothing (scenic views, architecture, etc.) that are typically found with a B&B.

Findings: In accordance with Section 1203, Table 12-1, the following criteria shall utilized to determine approval of the Conditional Use Permit. The proposed use will comply with most of the criteria with the proposed conditions.

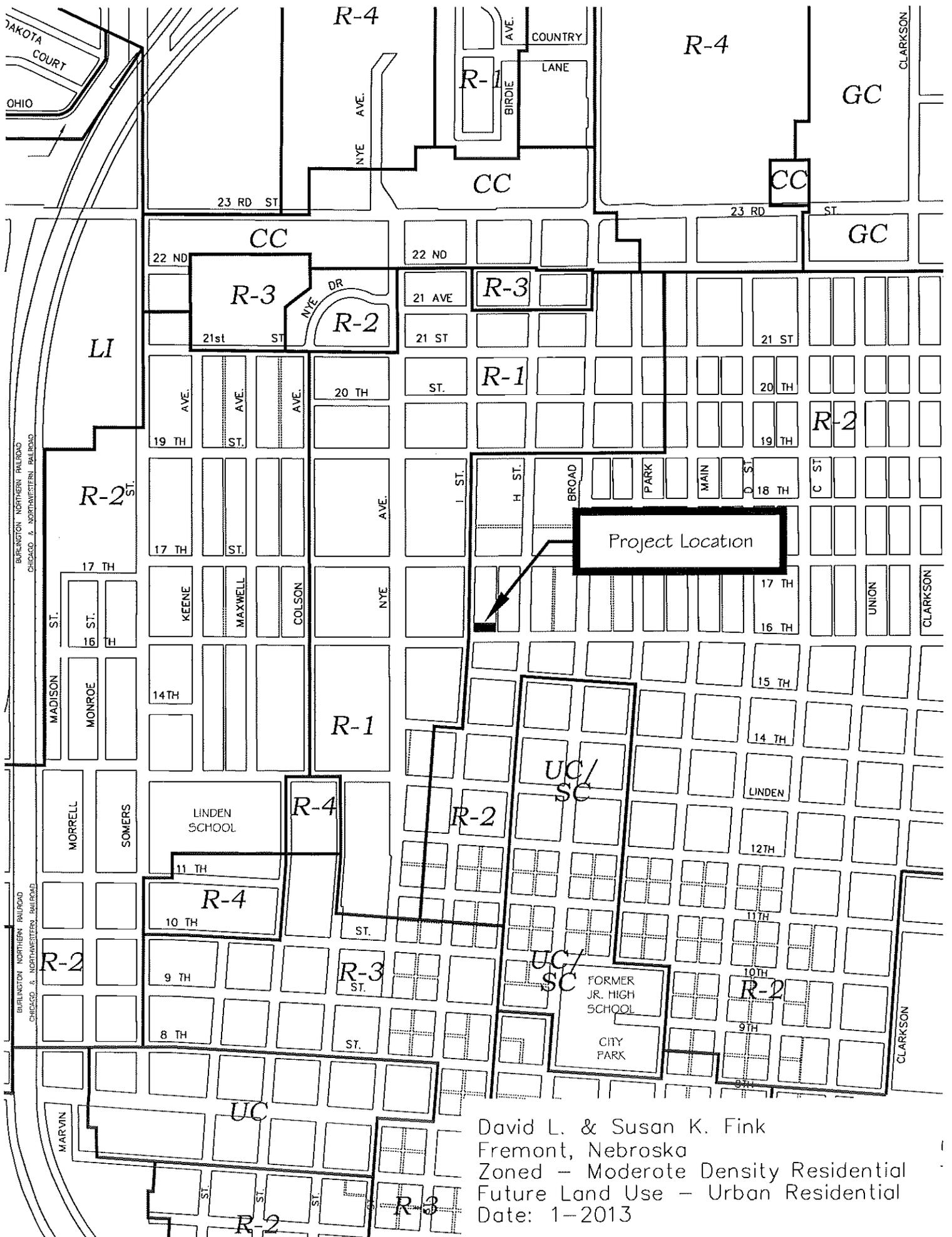
	CRITERIA	Compliance
Land Use Compatibility		
Development Density	Site area per unit or floor area ratio should be similar to surrounding uses if not separated by major natural or artificial features.	Yes
Height and Scale		
Height and Bulk	Development should minimize differences in height and building size from surrounding structures. Differences should be justified by urban design considerations.	Yes
Setbacks	Development should respect pre-existing setbacks in surrounding area. Variations should be justified by site or operating characteristics.	Yes
Building Coverage	Building coverage should be similar to that of surrounding development of possible. Higher coverage should be mitigated by landscaping or site amenities.	Yes
Site Development		
Frontage	Project frontage along a street should be similar to lot width.	Yes
Parking and Internal Circulation	Parking should serve all structures with minimal conflicts between pedestrians and vehicles. All structures must be accessible to public safety vehicles. Development must have access to adjacent public streets and ways. Internal circulation should minimize conflicts and congestion at public access points.	No Yes Yes
Landscaping	Landscaping should be integral to the development, providing street landscaping, breaks in uninterrupted paved areas, and buffering where required by surrounding land uses. Parts of site with sensitive environmental features or natural drainage ways should be preserved.	Yes
Building Design	Architectural design and building materials should be compatible with surrounding areas or highly visible locations	Yes
Operating Characteristics		
Traffic Capacity	Project should not obstruct traffic on adjacent streets. Compensating improvements will be required to mitigate impact on street system operations.	No
External Traffic Effects	Project design should direct non-residential traffic away from residential areas.	No

Operating Hours	Projects with long operating hours must minimize effects on surrounding residential areas.	No
Outside Storage	Outside storage areas must be screened from surrounding streets and less intensive land uses.	Yes
Public Facilities		
Sanitary Waste Disposal	Developments within 500 feet of a public sanitary sewer must connect to sewer system. Individual disposal systems, if permitted, shall not adversely affect public health, safety, or welfare.	Yes
	Sanitary sewer must have adequate capacity to serve development.	Yes
Utilities	Project must be served by utilities.	Yes
	Rural estate subdivisions should be located in designated areas which can accommodate utility and infrastructure installation consistent with the need to protect the environment and public health.	NA
Comprehensive Plan	Projects should be consistent with the City of Fremont's Comprehensive Development Plan.	No

The proposed conditional use meets some of the criteria of Table 12-1 of the Zoning Ordinance, but does not meet the criteria with regard to traffic impacts. Additionally, the proposed conditional use is generally not in conformance with the Comprehensive Plan, which has this area classified as Neighborhood Conservation in the Future Land Use Plan.

Staff recommends denial based on the fact that the proposed Conditional Use negatively impacts the flow of traffic in the area due to parking and traffic movements.

#41



David L. & Susan K. Fink
 Fremont, Nebraska
 Zoned - Moderate Density Residential
 Future Land Use - Urban Residential
 Date: 1-2013

David + Susan Fink
346 W 16th
Fremont Ne 68025

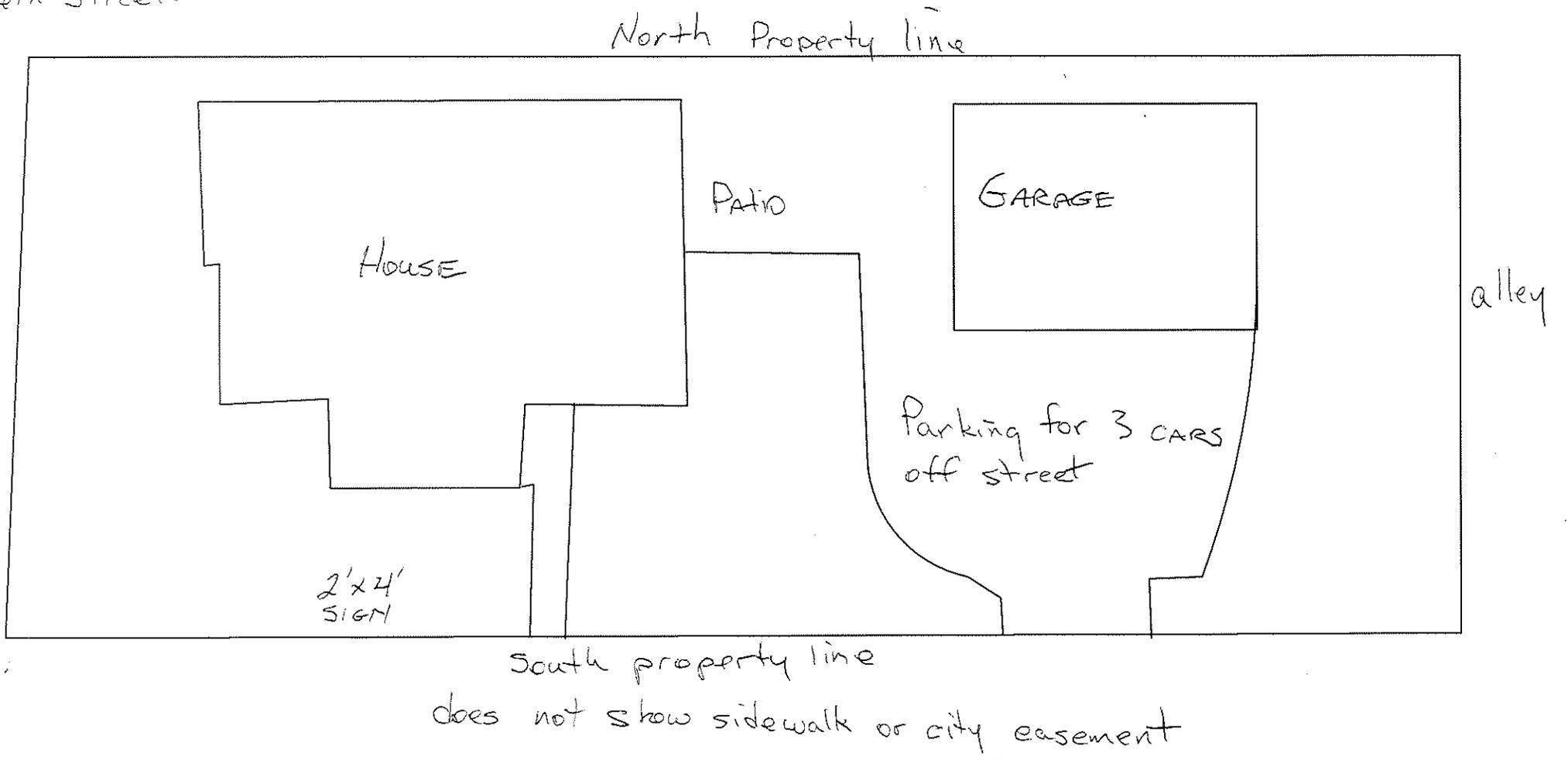
Proposed Plan for Bed and Breakfast

2 room with max 4 guests

NAME

EyeBrow Bed and Breakfast.

NOTE:
House displays eyebrow roof
feature over porch facing
16th Street.







STAFF REPORT

TO: Mayor and City Council
FROM: Rian Harkins, AICP, Planning Director
DATE: 24 January 2013

SUBJECT: Conditional Use Application of Mark Guillatt to add second floor residential space as a permitted conditional use (415 North Main)

Recommendation: Staff recommends approval.

Request: The applicant seeks approval of a conditional use in order to allow for residential lofts to be located on the second floor of 415 North Main Street.

Background: The applicant is requesting the conditional use permit in order to fully maximize the development opportunity on the second floor, which is now currently vacant and/or storage space. The property is located in the DC – Downtown Commercial Zoning District. The adjacent properties are also located within this zoning district, and are primarily retail and/or service commercial in nature with regard to their land use.

One residential loft is proposed for the second story to complement the retail space on the first floor. At the present time, the DC Downtown Commercial Zoning District does not have parking requirements.

The Planning Commission voted 8-0 to approve this item on 21 January 2013.

Findings: In accordance with Section 1203, Table 12-1, the following criteria shall be utilized to determine approval of the Conditional Use Permit. The proposed use will comply with all of the criteria with the proposed conditions.

	CRITERIA	Compliance	
Land Use Compatibility			
Development Density	Site area per unit or floor area ratio should be similar to surrounding uses if not separated by major natural or artificial features.	Yes	
Height and Scale			
Height and Bulk	Development should minimize differences in height and building size from surrounding structures. Differences should be justified by urban design considerations.	Yes	
Setbacks	Development should respect pre-existing setbacks in surrounding area. Variations should be justified by site or operating characteristics.	Yes	
Building Coverage	Building coverage should be similar to that of surrounding development of possible. Higher coverage should be mitigated by landscaping or site amenities.	Yes	
Site Development			

Frontage	Project frontage along a street should be similar to lot width.	Yes
Parking and Internal Circulation	Parking should serve all structures with minimal conflicts between pedestrians and vehicles.	Yes
	All structures must be accessible to public safety vehicles.	Yes
	Development must have access to adjacent public streets and ways. Internal circulation should minimize conflicts and congestion at public access points.	Yes
Landscaping	Landscaping should be integral to the development, providing street landscaping, breaks in uninterrupted paved areas, and buffering where required by surrounding land uses. Parts of site with sensitive environmental features or natural drainage ways should be preserved.	Yes
Building Design	Architectural design and building materials should be compatible with surrounding areas or highly visible locations	Yes
Operating Characteristics		
Traffic Capacity	Project should not obstruct traffic on adjacent streets. Compensating improvements will be required to mitigate impact on street system operations.	Yes
External Traffic Effects	Project design should direct non-residential traffic away from residential areas.	Yes
Operating Hours	Projects with long operating hours must minimize effects on surrounding residential areas.	Yes
Outside Storage	Outside storage areas must be screened from surrounding streets and less intensive land uses.	Yes
Public Facilities		
Sanitary Waste Disposal	Developments within 500 feet of a public sanitary sewer must connect to sewer system. Individual disposal systems, if permitted, shall not adversely affect public health, safety, or welfare.	Yes
	Sanitary sewer must have adequate capacity to serve development.	Yes
Utilities	Project must be served by utilities.	Yes
	Rural estate subdivisions should be located in designated areas which can accommodate utility and infrastructure installation consistent with the need to protect the environment and public health.	NA
Comprehensive Plan	Projects should be consistent with the City of Fremont's Comprehensive Development Plan.	Yes

The proposed conditional use meets the criteria of Table 12-1 of the Zoning Ordinance as well as the general intent of the Zoning Ordinance. Additionally, the proposed conditional use is in conformance with the proposed Comprehensive Plan, Blueprint for Tomorrow.

STAFF REPORT

TO: Planning Commission
FROM: Rian Harkins, AICP, Planning Director
DATE: 24 January 2013

SUBJECT: Request to Rezone Lot 9, Meierhenry Subdivision, and Tax Lot 79 (part of Lot 1, Meierhenry Subdivision), Fremont, Dodge County, Nebraska from LI Limited Industrial to GI General Industrial (Roumph)

Recommendation: Hold first reading.

Request: The applicant seeks approval of a rezoning request for a lot that is located along 30th Street and the Fremont & Elkhorn Valley Railroad.

Note: This item was approved by the Planning Commission in December 2012. However, due to a lack of legal publication, the item was reconsidered and approved by the Planning Commission by a vote of 8-0

Background: This rezoning request involves one lot, which is zoned LI Limited Industrial, and is located along 30th Street and the Fremont & Elkhorn Valley Railroad.

The applicant desires to construct a self storage building on the property, and desires the rezoning in order to reduce the landscape buffer requirements from 10 feet to zero feet.

Properties to the South, East, and West are zoned LI Limited Industrial as well. Areas to the north are zoned GI General Industrial.

Land Uses surrounding the proposed development are a mix of small warehousing and contractor yard space.

The proposed rezoning would not alter the requirements of the GI zoning district regarding setbacks, and is in conformance with the Future Land Use Plan.

The proposed rezoning would not create an additional burden on surrounding properties or be considered spot zoning due to the presence of areas to the north being zoned GI General Industrial as well.

Findings: The proposed rezoning will allow the property to meet the intent of the GI General Industrial zoning district as well as the intent of the Future land Use Plan, and is in conformance with the proposed Comprehensive Plan, Blueprint for Tomorrow.

#43

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF FREMONT, NEBRASKA, AMENDING PARAGRAPH “b” OF ARTICLE 406 OF ORDINANCE NO.3939 TO REZONE THE PROPERTY DESCRIBED HEREIN FROM LI – LIMITED INDUSTRIAL DISTRICT TO GI – GENERAL INDUSTRIAL; TO REPEAL PARTS OF ORDINANCE NO. 3939 IN CONFLICT HEREWITH; AND, PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE.

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

SECTION I. REZONE. That Paragraph “b” of Article 406 of Ordinance No. 3939 as it pertains to the Official Zoning Map is changed to rezone the following described real estate: Tax Lot 9 and the east 211.08 feet of Lot 1 (aka Tax Lot 79), Meierhenry Subdivision, Fremont, Dodge County, Nebraska from LI – Limited Industrial District to GI – General Industrial District.

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

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2013

Scott Getzschman, Mayor

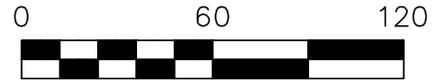
ATTEST:

Kimberly Volk, MMC
City Clerk

GENERAL INDUSTRIAL "GI"

KEITH & JACQUELINE ROUMPH, OWNERS

FREMONT & ELKHORN VALLEY RAILROAD



SCALE: 1" = 60'

233.65'

126.24'

TAX LOT 79 (PART OF LOT 1, MEIERHENRY SUBDIVISION)

226.64'

PROPOSAL TO COMBINE INTO ONE LOT & REZONE FROM LIMITED INDUSTRIAL "LI" TO GENERAL INDUSTRIAL "GI"

25' PAVING, ALL SIDES

211.08'

LIMITED INDUSTRIAL "LI"

LOT 9, MEIERHENRY SUBDIVISION

LIMITED INDUSTRIAL "LI"

207.73'

156'

PROPOSED SELF-STORAGE BUILDING

EXISTING BUILDING

207.41'

26'

50'

EXISTING PAVED DRIVE

90'

40'

211.40'

30TH STREET

LIMITED INDUSTRIAL "LI"

Dodd Engineering & Surveying LLC



Stephen W. Dodd P.E. & L.S.

Ph. 402-727-9067, FAX 721-0509 402 North D St., P.O. Box 1855 Fremont, NE 68026-1855

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Dale Shotkoski, City Administrator
Derril Marshall, Utility Manager

DATE: January 23, 2013

SUBJECT: Fremont Commons request to consider use of Infrastructure Sales Tax and Utility Funds

Action: Give Direction for Possible Use of Utility and Infrastructure Sales Tax Funds

Background: On August 11, 2010, the City of Fremont and 3 Diamonds, Inc. entered into a Memorandum of Understanding for a potential development of an approximate 122.4 acre tract of real estate just east of the 275 bypass.

The work on the project, now referred to as Fremont Commons, has continued and negotiations have been ongoing as the project moves forward. In the negotiations, the developer has requested that the City and Department of Utilities consider using funds to construct and install a lift station and force main that would serve the development and allow for the project to continue moving forward and the Mayor has requested that this matter be presented to Council for discussion and direction.

The lift station would be at the southeasterly area of the development and serve the development along with the area shown on the attached map. The force main would allow for the waste material to be pumped to the west under the bypass to the north/south interceptor line. The capacity of the interceptor is designed to be able to accept the anticipated capacity.

The anticipated cost of the construction of the lift station and force main is estimated to be \$400,000.00. If public funds are to be used for this lift station and force main, they should be sized for the area shown on the attached map. The Department of Utilities and the City's infrastructure sales tax funds were used for the construction of the interceptor that would be used. If costs of the lift station and force main were shared between the Department of Utilities and the City's infrastructure sales tax funds, the use would be allowed by these funds should the Council wish for these funds to be used for this development.

If the Council wishes for these funds to be utilized, staff at the City and the Department of Utilities will continue with the negotiations of a revised Agreement between the City and the developer. Any future or amended agreement would have to ultimately be approved by the City Council for any funds to be expended.

This is a request of the Council to provide direction to the staff and the developer as to the possible availability of these funds for this purpose.

Recommendation: A vote for or against the use of the funds will give better structure to the developer and staff as to how to proceed with the next development steps.



X -- Lift Station

--- Force Main

--- Future Gravity Interceptor Sewer

--- Area Served

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into between the City of Fremont, Nebraska ("City"), 3 Diamonds, Inc., a Nebraska Corporation, or its assignee(s) (collectively "3 Diamonds") and Crossing Pointe, LLC, a Nebraska Limited Liability Company, or its assignees/successors-in-interest (collectively "Crossing Pointe") effective as of the 1st day of August, 2010 to document mutual agreements between the parties which will subsequently be formalized in documents necessary to complete related transactions. This MOU is not intended to fully recite the terms of those transactions, but to demonstrate the agreement of the parties to jointly participate in the purchase and subdivision of real estate for the purposes of facilities and infrastructure development and expansion, economic development and job creation. This agreement may be modified in writing with mutual agreement of all parties hereto.

Preliminary Statement

A. 3 Diamonds is the contract purchaser of an approximate 122.4-acre tract of real estate consisting of Parcel A (the "Development Property") and Parcel B ("Parcel B") as legally described on Exhibit B attached hereto (collectively the "Property");

B. 3 Diamonds has assigned its rights in the purchase agreement referenced above to Crossing Pointe as to Parcel A, only. As a result, upon closing of the Purchase Agreement, Crossing Pointe will own the Development Property and 3 Diamonds will own Parcel B;

C. Upon acquisition of the Development Property, Crossing Pointe will retain title to the Development Property as a real estate holding company and form one or more limited liability companies who will subsequently acquire and develop the development property for commercial and residential uses pursuant to a phased approach. Each such limited liability company will be obligated to assume all rights and obligations associated with this MOU concerning the interests transferred to such entity or entities in the Development Property;

D. The City has agreed to extend water and sewer utilities, together with additional financial incentives for the development of the Development Property, as more particularly set forth herein; and,

E. For purposes of this Agreement, the term "Crossing Pointe" shall refer to Crossing Pointe and any liability company subsequently formed to acquire and develop the Development Property as referenced above, all of whom shall be intended beneficiaries of this MOU.

Agreement

1. Preliminary Statement. The terms set forth in the foregoing Preliminary Statement are incorporated into this MOU by reference.

2. Extension of Water and Sewer Utilities to the Development Property. Upon the occurrence of the:

- a. Acquisition of the Development Property by Crossing Pointe;
- b. The filing of a final plat and dedication of a subdivided portion of the Development Property consisting of at least ten (10) acres platted as at least five (5) commercial lots; (the "First Subdivided Tract");
- c. The completed annexation of the First Subdivided Tract; and,
- d. The issuance of at least one building permit for at least one commercial building, and the execution of design and/or construction contracts for the same;

the City will expeditiously design and construct the above mentioned water line as a 16" water line and pay for the difference between a 10" and 16" water main. Crossing Pointe will be responsible for the cost of extending a ten inch water line along the 23rd Street corridor to the First Subdivided Tract. Crossing Pointe shall escrow the cost of the 10" line prior to the contract for the project being awarded by the City. The City will construct an 8" sewer in 16th Street to 150 feet west of the 275 By-Pass right-of-way. Crossing Pointe shall have a lift station, forced main, and collection system designed and constructed to City specifications to accommodate the Development Property and connect the forced main to the sewer constructed by the City in 16th Street. If the City specifications for the lift station, forced main and/or collection system greater than those required to accommodate the Development Property, the City shall pay the cost of the improvements associated with the oversizing of such equipment and utilities.

At such time as the property is sufficiently developed to require water from a second source, a 24" water line will be designed and constructed by the City in 16th Street from Johnson Road to the southwest corner of the Development Property. Crossing Pointe will be responsible to provide the interior water main in the Development Property of the size specified by the City to loop the water system to the 24" main. If the City requires any oversizing of the interior water main in excess of 10", the City will pay for the difference between the 10" and larger interior water main costs.

Exhibit "A" provides a general description of these projects and an estimated cost. The actual costs may be significantly higher or lower. Crossing Pointe should develop its own estimated costs in evaluating financial decisions.

3. Financial Incentives. The City agrees, subject to applicable Nebraska law, to seek and provide additional incentives to further reduce Crossing Point's share of the costs of the sewer and water extension as shown on Exhibit A. However, the representation set forth in this Section 3 are statements of intent and are limited to the term of the City Council. Reliance beyond said term is not contemplated by this Agreement, however, the parties will continue to work together in good faith to effectuate the intent of this Section 3 in pursuing financial incentives which are more particularly set forth as follows:

- a. The City agrees, upon request of Crossing Pointe, after the completed annexation of the First Subdivided Tract, to establish an urban growth district by

ordinance that encompasses the entire commercial portion of the Development Property pursuant to R.R.S. Section 18-2901 et seq. The parties will work together with one another in good faith in order to maximize the recapture of infrastructure costs incurred by Crossing Pointe.

b. The City agrees to provide Economic Enhancement Funds of not more than One Hundred Thousand Dollars (\$100,000.00) pursuant to its Economic Enhancement Fund Program if Crossing Pointe complies with the performance criteria set forth in the program, subject to the availability of funds.

c. In addition to the foregoing financing alternatives, the City will use good faith efforts to pursue and provide other financial incentives available to the City under state or local law for the economic development of the Development Property.

d. The parties agree that the overall intent of this section is to require the parties to pursue and obtain, for the benefit of Crossing Pointe, all available financial incentives in order to enable Crossing Pointe to develop the Development Property and for the City to enjoy the benefits of further economic growth and development associated with the Development Property and the City in general.

4. Annexation. As the Development Property is subdivided for commercial and/or residential purposes, Crossing Pointe agrees to allow each final dedicated plat to be annexed upon request of the City as each final dedicated plat is filed of record with the Dodge County Register of Deeds.

5. Re-Zoning of Parcel B and a Portion of Parcel A. Immediately upon acquisition of the Property by 3 Diamonds and within the term of the current City Council, the City agrees in good faith to consider the subdivision of Parcel B and also to allow Parcel B to be further subdivided in a manner consistent with the current zoning and subdivision ordinance. The City further agrees to consider in good faith any request for commercial zoning of Parcel B or of any subdivided tract of Parcel B. In addition to the foregoing, the City agrees to consider in good faith any request to subdivide and/or re-zone a portion of Parcel A, for general commercial purposes, to be located at the immediate northeast corner of the Development Property in a specific location yet to be determined and with a minimum amount of square footage as necessary to comply with the current zoning and subdivision ordinances of the City.

6. Further Documents. This Memorandum of Understanding contemplates that the parties will enter into a redevelopment contract and other documents, agreements and papers related to the transaction contemplated hereby. The parties acknowledge that such documents will address matters not specifically addressed in this Memorandum of Understanding. Each party agrees to cooperate fully with the other party to take such acts and provide such assistance as is necessary and convenient to complete the transactions contemplated herein.

7. Time of the Essence. The parties agree that each will take the necessary steps to comply with this Memorandum of Understanding with all reasonable dispatch.

Dated this 11th day of August, 2010.

CITY OF FREMONT,

By 
John Anderson, Its Acting
Council President

3 DIAMONDS, INC., a Nebraska
Corporation,

By 
Clint Eikmeier, Its President

CROSSING POINTE, LLC, a Nebraska
Limited Liability Company,

By 
Bruce V. Nelsen, Its President

EXHIBIT A

			Developer cost	Assessment or connection fee	Oversize	Design
PHASE I						
Sewer System						
10" gravity line from 16th and Johnson to 150 west of by pass						City
Lift Station 1/4 mile east of by pass with 6" forced main to gravity line						Developer
Estimated cost						
	Lift station		\$110,000			
	Forced main	1800 lf @ \$23.00/lf	\$41,400			
	Gravity sewer	2100 lf @ \$42.00/lf	\$88,200			
	Bore under bypass		\$30,000			
Total			\$269,600			
Cost split						
	Assess or connection district (8" gravity)		\$75,600		\$75,600	
	Developer cost		\$194,000	\$194,000		
23rd Street water						
16" from Menard's to site						City
	Water line	2800 lf@ \$ 70/lf	\$196,000			
	Bore under 23rd and bypass		\$220,000			
Total			\$416,000			
Cost split						
	Oversize		\$179,000		\$179,000	
	Developer cost (10 " line)		\$237,000	\$237,000		
	15 % contingency			\$65,000	\$11,500	\$27,000
TOTAL PHASE I			\$496,000	\$87,100	\$206,000	
PHASE II						
16th Street water						
24" water line from Johnson Road to 1/4 mile east of bypass						City
Estimated cost						
	Water line	4000 lf@ \$95/lf	\$380,000			
	Bore undr bypass		\$80,000			
Total			\$460,000			

Cost split				
Assess or connection district (10" line)	\$166,000		\$166,000	
Oversize	\$294,000			\$294,000
Developer assessment or conn. fee (1/2 of 10" X1320 lf)	\$35,200	\$35,200		
15% contingency		\$5,500	\$25,000	\$44,000
TOTAL PHASE II		\$40,700	\$191,000	\$338,000
PHASE I AND II TOTALS				
Cost split		\$536,700	\$278,100	\$544,000

STAFF REPORT

TO: Mayor and City Council

FROM: Rian Harkins, AICP, Planning Director
Interim Public Works Director

DATE: 24 January 2013

SUBJECT: Change Order No. 4 to Elkhorn West Construction for additional electrical and HVAC work for PSAP.

Recommendation: Approve the Change Order.

Request: Approve a change order for additional work in the PSAP.

Background: This change order was requested by staff in order to provide additional utilization of drain and surrounding area.

Funding for this change order is available in the PSAP budget.

#45



AIA Document G701™ – 2001

Change Order

PROJECT <i>(Name and address):</i> Fremont PSAP 725 North Park Ave. Fremont, Nebraska	CHANGE ORDER NUMBER: 004 DATE: 1-17-13	OWNER: <input checked="" type="checkbox"/> ARCHITECT: <input checked="" type="checkbox"/> CONTRACTOR: <input checked="" type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>
TO CONTRACTOR <i>(Name and address):</i> Elkhorn-West Construction 15022 A Circle Omaha, Nebraska 68144	ARCHITECT'S PROJECT NUMBER: 2012.16 CONTRACT DATE: 8-10-12 CONTRACT FOR: General Construction	

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

Provide work as required in new UPS system provided by owner and described in attached Proposal Request RFP291-12-10R provided by Elkhorn West Construction and shown on revised drawings E2.1, M1.1, M2.0, MD1.1.

The original Contract Sum was	\$	115,500.00
The net change by previously authorized Change Orders	\$	-2,115.83
The Contract Sum prior to this Change Order was	\$	113,384.17
The Contract Sum will be increased by this Change Order in the amount of	\$	10,579.19
The new Contract Sum including this Change Order will be	\$	123,963.36

The Contract Time will be increased by ten (10) days.

The date of Substantial Completion as of the date of this Change Order therefore is

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Michael A. James and Associates

ARCHITECT *(Firm name)*

15417 Grant Street
Omaha, Nebraska 68116

ADDRESS

(Signature)

Michael A. James
(Typed name)

January 17, 2013

DATE

Elkhorn-West Construction

CONTRACTOR *(Firm name)*

15022 A Circle
Omaha, Nebraska 68144

ADDRESS

(Signature)

Thomas J. Gurnon
(Typed name)

1-22-2013

DATE

City of Fremont

OWNER *(Firm name)*

400 East Military Ave.
Fremont, Nebraska 68026

ADDRESS

(Signature)

(Typed name)

DATE



REQUEST FOR PRICE COST SHEET

Project:	Joint Communication Center	Date:	15-Jan-13	
Location:	725 North Park Avenue	EWCI Project No.:	291-12	
Architect:	Michael A James & Associates	Arch Project No.:	2012.16	
Description:	UPS System	Request No.:	291-12-10R	
Reference:	MAJ Email Dated December 10, 2012	CO Tracking No.		
SUBCONTRACTOR TASK DESCRIPTION		Quantity	Unit Price	Total
	Paint South Wall Vending - G & G Painting (Sub)	1 ls	\$ 100.00	\$ 100.00
	Plumbing Revisions - Excel Heating (Sub)*	1 ls	\$ 150.00	\$ 150.00
	HVAC Mini Split and Related Items - Getzschman Htg (Sub)	1 ls	\$ 4,564.00	\$ 4,564.00
	Electrical Modifications - Midwest Electrical Contractors (Sub)	1 ls	\$ 4,640.00	\$ 4,640.00
	* Plumbing to Include Connecting Condensate Drain Into Existing Plumbing Waste Piping			
	SUBCONTRACT SUBTOTAL			\$ 9,454.00
	CONTRACTOR OVERHEAD & PROFIT ON SUBCONTRACT		5%	\$ 472.70
	SUBCONTRACT TOTAL			\$ 9,926.70
GENERAL CONTRACTOR TASK DESCRIPTION		Quantity	Unit Price	Total
	Project and Site Supervision	4.0 hr	\$ 27.50	\$ 110.00
	Patch South Wall Vending - Materials	1.0 ls	\$ 50.00	\$ 50.00
	Patch South Wall Vending - Labor	2.0 hr	\$ 20.00	\$ 40.00
	Remove and Replace Ceiling Tile - Labor	4.0 hr	\$ 20.00	\$ 80.00
	Final Cleaning of Affected Areas - Labor	4.0 hr	\$ 16.00	\$ 64.00
	Small Tools	10 %	\$ 294.00	\$ 29.40
	Sales Taxes	0 %	\$ 50.00	\$ -
	Labor Burden	35 %	\$ 294.00	\$ 102.90
	GENERAL LABOR & MATERIAL SUBTOTAL			\$ 476.30
	GENERAL CONTRACTOR OVERHEAD & PROFIT		15%	\$ 71.45
	GENERAL CONTRACTOR TOTAL			\$ 547.75
	SUBCONTRACT & GENERAL CONTRACTOR TOTAL			\$ 10,474.45
	CONTRACTOR BOND		1.00%	\$ 104.74
	SUBCONTRACT & CONTRACTOR TOTAL			\$ 10,579.19
	Work Requested Will Add to The Construction Contract Schedule		10	Days
Subcontractors Did Not Give Information on Lead Time of Materials.				

STAFF REPORT

TO: Mayor and City Council

FROM: Rian Harkins, AICP, Planning Director
Interim Public Works Director

DATE: 24 January 2013

SUBJECT: Change Order No. 1 to Luxa Construction Company for 2012 Airport Apron Rehab Joint Seal and Fog Seal.

Recommendation: Approve the Change Order and authorize payment.

Request: Approve a change order for additional work on the airport apron.

Background: This change order was requested by staff toward the end of the project to address some additional cracks in the apron. Due to errors in paperwork, staff was unable to bring this item to the Council until this time.

Funding for this change order is available in the Public Works budget.

#46

**2012 AIRPORT APRON REHAB JOINT SEAL AND FOG SEAL
 FREMONT MUNICIPAL AIRPORT
 PROJECT NO: A-141-12**

The following changes are hereby made to the CONTRACT DOCUMENTS:

A. Additions

Item #	Description	Qty	Unit	Unit Price	Total Amount
	Doyle Acker Excavating Extra's				
1	Sewer Clean Out	1.0	LS	\$165.00	\$165.00
2	Sewer Inspection	1.0	LS	\$220.00	\$220.00
3	Cap Off Old Sewer Line for Barta's Hangar	1.0	LS	\$400.00	\$4.00

Total Additions \$785.00

B. Deletions - None

Total Deletions \$0.00

Total Adjusted Change Order \$785.00

C. Reasons for Changes

Additional seal work needed

D. Contract time

No Change.

E. Change to Contract Price

Original Contract Amount **\$ 6,650.00**

Net Change Resulting From Previous Change Orders **\$ 785.00**

Net Change Resulting From This Change Order **\$ 785.00**

Adjusted Contract Amount \$ 7,435.00

F. Approvals

 Luxa Construction Co., Inc.

 Date

 City of Fremont, Nebraska

 Date

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Dale Shotkoski, City Administrator

DATE: January 24, 2013

SUBJECT: Occupation Tax on Licensed Solid Waste Haulers

Recommendation: Hold second reading of the Ordinance.

#47

AN ORDINANCE OF THE CITY OF FREMONT, NEBRASKA, AMENDING CHAPTER 14 OF THE FREMONT MUNICIPAL CODE, ORDINANCE NUMBER 3139, IMPLEMENTING AN OCCUPATION TAX ON THE COLLECTION AND HAULING OF GARBAGE AND REFUSE; ADDING SECTION 14-201 THROUGH SECTION 14-205 PERTAINING TO SOLID WASTE COLLECTION AND HAULING; DEFINING RATES AND PAYMENT PROCEDURES; AND REPEALING ANY ORDINANCE OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND TO PROVIDE FOR PUBLICATION AND THE EFFECTIVE DATE OF THIS ORDINANCE.

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

SECTION 1. Findings and intent:

Garbage and refuse collection and disposal being a vital service to health, safety and welfare of the residents of the City, and it being that the City of Fremont has an affirmative duty to supervise and control the collection and disposal of garbage within its corporate limits. It is the intent of this ordinance to insure the continued safe, efficient, and fiscally responsible collection and disposal of waste in the City.

Pursuant to the authority of Nebraska Revised Statute R.R.S. 1943, Section 16-205, the City Council finds, determines and declares that it is appropriate that a tax be imposed on all garbage and refuse collection as herein defined for the purpose of funding solid waste management programs. The foregoing determination is made with due consideration of business in the City and the relation of business to the municipal welfare, together with relation thereof, to expenditures required by the City, and with consideration of just, proper and equitable distribution of the tax burdens within the City and other properly associated matters.

It is the intent of this Council that the occupational taxes imposed by this article shall be cumulative except where otherwise specifically provided.

SECTION 2. Chapter 14, Section 14-201 to 14-205 are added to the Municipal Code of Fremont, Nebraska, Ordinance No. 3139, as follows:

§14-201 DEFINITIONS.

For the purpose of this article, the definitions found in Chapter Four of the Fremont Municipal Code shall apply unless the context clearly indicates or requires a different meaning.

§14-202 OCCUPATION TAX ON GARBAGE/REFUSE COLLECTORS.

(A) (1) An occupation tax in the amount of \$24.00 is hereby imposed:

(a) On each ton of garbage and refuse collected by a licensed garbage/refuse collector within the corporate limits of the City of Fremont, and

(b) On each ton of garbage and refuse collected by licensed garbage /refuse collector outside the limits of the City and deposited in the City's Solid Waste Transfer Station.

(2) The occupation tax authorized herein shall be exclusively used for funding solid waste management programs, including the payment of principal and interest on revenue bonds issued by the City.

(B) Each licensed garbage/refuse collector shall, not later than the first of the month immediately following the Fremont Waste Transfer monthly billing statement, remit to the City of Fremont Director of Finance payment of occupation taxes due and owing from the previous calendar month.

(C) All garbage and refuse collected by licensed garbage/refuse collectors within the corporate limits, whether destined for deposit at the Fremont Waste Transfer or for deposit elsewhere, shall, before leaving the corporate limits of the City, be weighed at scales located at the Waste Transfer Station or at such other scales approved by the City of Fremont. Any garbage and refuse not being deposited at the Waste Transfer Station, whether destined for deposit inside or outside of the State of Nebraska, shall be weighed and the driver of the garbage/refuse vehicle shall be provided with a certificate of weight which shall be displayed upon demand to any police officer or other authorized employee of the City.

(D) The occupation tax provided herein shall not be imposed upon garbage or refuse destined for deposit at any location outside of the State of Nebraska. The garbage/refuse collector shall file a written and sworn statement identifying any tonnage which is claimed to be exempt under this division which specifically provides the tonnage, date and deposit location garbage or refuse is deposited outside the State of Nebraska. Collector shall provide written documentation that such refuse has been deposited outside the State of Nebraska within 30 days of such disposition and upon verification; the City shall refund to the garbage/refuse collector the portion of the paid occupation tax which was paid for out-of-state deposit.

§14-203 RECOVERY OF UNPAID TAX; PENALTIES; ACTIONS AT LAW.

(A) The City may treat any such taxes, penalties or interest due and unpaid as a debt due the City.

(B) In case of failure to pay the taxes, or any portion thereof, or any penalty or interest thereon when due, the City may recover at law the amount of such taxes, penalties and interest in any court of Dodge County, Nebraska or of the county wherein the taxpayer resides or has its principal place of business having jurisdiction of the amounts sought to be collected.

(C) The receipts of the taxpayer or the assessment made by the City, as herein provided, shall be prima facie proof of the amount due.

(D) A penalty of \$250 per ton for each and every ton of solid waste shall be assessed for the intentional evasion of payment of the occupation tax owed the City. This penalty shall be recoverable against the required license bond.

(D) The City Attorney may commence any legal action necessary for the recovery of taxes due under this article and this remedy shall be in addition to all other existing remedies, or remedies provided in this article.

§14-204 SUSPENSION OR REVOCATION OF LICENSES FOR FAILURE TO PAY TAX; HEARING.

If the City Administrator, after holding a hearing, shall find that any person has willfully evaded payment or collection and remittance of any occupation tax imposed in this section, such official may suspend or revoke any City license, permit or other approval held by such tax evader. Said person shall have an opportunity to be heard at such hearing to be held not less than seven (7) days after notice is given of the time and place of the hearing to be held, addressed to the last known place of business of such person. Pending the notice, hearing and finding, any license, permit or other approval issued by the City to the person may be temporarily suspended. No suspension or revocation hereunder shall release or discharge the person from civil liability for the payment or collection and remittance of the tax, nor from prosecution for such offense.

§14-205 DENIAL, SUSPENSION AND REVOCATION.

(A) Any violation of this article or Chapter Four of the Fremont Municipal Code by the holder of a license issued hereunder shall be grounds for suspension or revocation of the license by the City Administrator after

notice and hearing.

(B) Any denial of a collector license application or any license suspension or revocation by the City Administrator may be appealed in writing within ten (10) days to the City Council. The City Council, upon receipt of a timely filed appeal with the City Clerk, shall hold a public hearing regarding the appeal at the next regularly scheduled Council meeting.

(C) A license denial, suspension or revocation upheld by the City Council may be appealed to the Dodge County District Court.

SECTION 3. Any part of the Fremont Municipal Code, Ordinance No. 3139 and any other ordinances, parts of ordinances or resolutions of the City of Fremont in conflict herewith are hereby repealed.

SECTION 4. This ordinance shall be in force from and after its passage, approval and publication as required by law and take effect April 1, 2013.

PASSED THIS ____ DAY OF _____, 2013

Scott Getzschman, Mayor

ATTEST:

Kimberly Volk, MMC, City Clerk

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Dale Shotkoski, City Administrator

DATE: January 24, 2013

SUBJECT: Occupation Tax on Food Services, Drinking Places and Restaurants

Action: Hold first reading of the Ordinance.

Recommendation: None, awaiting Council direction.

Background: The revenues for the City general fund that are used for employee benefits, general commodities, goods and supplies come mainly from property tax, sales tax and utility in lieu of tax revenues. These revenue sources have been relatively flat while cost increases are a reality. The City, like all businesses and households is not immune from cost increases.

The City Council in the last three budget cycles has dealt with this issue. Three years ago the council eliminated some programs and staff and used a sizeable portion of reserves to balance the budget. The City Council in the budget cycle for the last fiscal year did not take steps to deal with capital/infrastructure needs and in dealing with loss of state funding reshaped several departments within the city structure, eliminated further positions and outsourced some of the services.

For this fiscal year, the City Council spent more time dealing with capital needs that have been deferred, some longer than others. Tours of various facilities were held and a capital committee was formed to collect and rank various capital needs of the city. The council chose to use reserve funds that were from Keno to start to address some of the items on the capital project list. The Council indicated an awareness of the need for there to be some focus on capital projects. Items ranging from a terminal and shop hangar for the airport, new or renovated stadium, hike/bike trails, HVAC at the police department, roof and vestibule at the Library, possible irrigation of parks for soccer or other uses have all at some point been requested and all would require revenue. Most of these examples of capital projects also require that staff work on these projects and most would require that operational costs and staff costs be ongoing for them to have much meaningful use.

For all of the last three years the Council has used general fund reserves to have enough appropriation within the budget appropriation to "balance" the budget. There has been recognition of this possible use of funds and staff has been diligent in not using all of the appropriation so as to avoid the use of these reserves as budgeted. This has served to allow for contingencies but if they do not occur the funds have not been spent and could be rolled into the appropriation for the following year.

The general fund can be impacted by things that occur within any fiscal year. For example in the last fiscal year with some senior staff level positions retiring it did mean that there were interims paid at a lower salary and some positions were open for some time without wages being paid during that time. This does also have an impact on the work being done because staff is short but it has some impact on the finances as wages were not being paid. These situations or others will happen in nearly every fiscal year as people age out of the workforce but because there is no mandatory retirement at the city it is a choice so when an employee leaves there will be adjustments. With new hires or promoted employees, if they are not at the top step in their pay ranges, annually with a positive review they will receive a merit/step increase in their salary and if the Council provides for an annual pay adjustment, typically negotiated with the union agreements, the annual wage increase would be in

addition to the step increase. With more new employees there will be more step type of increases seen until the employees reach the top step of their range.

The City has three labor agreements, the FOP, IAFF, and AFSCME, that will be open for negotiations this year. Some council members expressed frustration with the last FOP agreement that the wage increases were not sufficient using the Commission of Industrial Relations (CIR) and State Statute criteria for comparability. Should the council desire that wages exceed comparability in the next round of negotiations that will result in higher wages for government employees; this would result in the need for either additional revenue or other adjustments to programs or staffing levels.

The Council has indicated that it wants to encourage economic development, has expressed a desire for the City to have world class facilities, and wants growth. All of these goals do require funding if the City is to be involved. Economic development generally entails some form of incentives or funding from the City. These funds can be from various sources, including the general fund. Staff that deals with these projects also is needed if these projects are to be a goal of the Council. Growth of the City in territorial area stretches the infrastructure, parks and miles of streets that are maintained by the City. With growth in these areas there is a need for either additional staff or outsourcing that has to be paid for. If the Council desires to have world class facilities it will require a significant change from the way things have been done and this shift will not happen without funding. All facilities, those that exist, new or renovated do require upkeep and maintenance done by city staff or by contract and all of these expenses are necessary. Some of the needed maintenance has been put off for some facilities for example the stadium and track because either the funds were not available or the will to have them done was not strong enough to dedicate the resources to do them. The airport facilities have been traditionally funded by State/Federal funds provided for that purpose but the pressure from the advisory board is to have the airport facilities become considered as part of the city's capital needs. This shift in philosophy adds to the list the items that are to be considered out of the general fund.

Funding for operations and capital are constantly shifting based upon need and the will of the community represented by the Mayor and City Council. Staff and administration have listened to the elected officials and have explored alternatives to the issues that council will be considering. The occupation tax that is being considered was discussed with the Mayor and Council President as a source of revenue to possibly add to the funding streams so that the Council would have more alternatives for all of the things they have expressed interest in. At the winter retreat the occupation tax was discussed and a general overview was provided. No votes were taken at the retreat but discussion concerning the tax was held. After the retreat the tax was presented in the form discussed for the council to consider.

Further discussions concerning the tax have been had following the first reading from adding a provision to allow the business to keep some of the funds for collecting the tax, earmarking the funds for a project, to adding a sunset clause. All or any of these or any combination if chosen by the council would be legal options for the council to decide upon.

An example of language that would allow for some of the funds to be withheld by the businesses is found in a similar ordinance in Omaha. This language could be added as an amendment to the ordinance should the council desire. The language is:

(c) As reimbursement for the cost of collecting the tax, a taxpayer may deduct and withhold from the taxes otherwise due and paid two percent (2%) of the amount paid to the director.

An example of language that would allow for a sunset is found in a similar ordinance in Grand Island. This type of language could be added as an amendment to the ordinance should the council desire. The language is:

§23-62. Sunset Provision

The occupation tax imposed by this ordinance shall terminate and hotels shall cease collecting the tax at 12:00 a.m. (midnight) December 31, 2025. Nothing in this ordinance shall prohibit the City Council from taking action by ordinance to renew or re-establish this tax before or after the effective date of such termination.

The fiscal needs of the city will continue to vary from year to year and with various sources of revenue the council can adjust the revenues needed from each. If the revenue stream from this proposed tax proved to be steady and consistent and there was not a need for additional revenue, the council could make adjustments including adjusting the levy on the property taxes. The council every year has to make these decisions and having more choices allows for more flexibility, if council does not wish to have this flexibility or options no further work will be done to explore these options.

Another option for the council to consider is to place the matter on a ballot for election by the voters should the council so desire. If the matter is placed on a ballot other options would be available and the limitations by statute are different.

Fiscal Impact: The general fund could expect to see additional revenue that based upon an estimate of reported sales tax figures could be somewhere between \$550,000 to \$610,000/year. If the ordinance is not adopted there would not be any additional revenue stream added to the general fund.

Recommendation: This is a matter for the Mayor and Council to decide upon to give direction to staff and administration on how to proceed into the planning stage for the next fiscal year. This matter will provide direction as to how to plan and prepare the next and upcoming years.

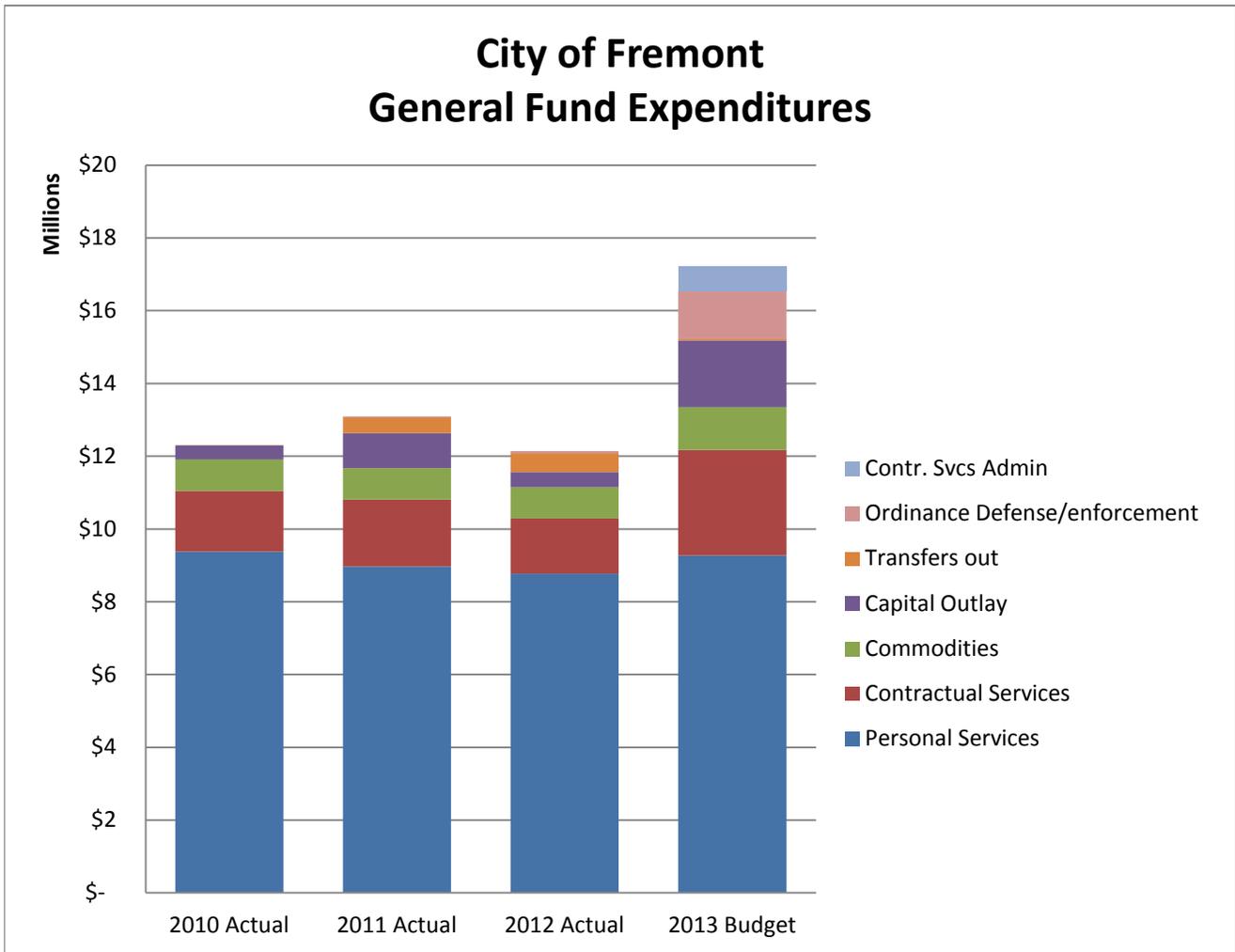
#48

**City of Fremont
Budget Analysis of Fund Balance/Cash Reserves
2011 - 2013 Fiscal Year**

Fund	Descrip.	Positive = Use of reserve, Negative = Provision of reserve (Provision)/Use		Positive = Use of reserve, Negative = Provision of reserve (Provision)/Use		(Provision)/Use	
		2010-2011 Year End Actual	Actual Fund balance @ 9/30/2011	Year end actual 9/30/2012	Actual 9/30/2012 Fund Balance (unaudited)	Budgeted Use/(Prov) 9/30/2013	Estimated 9/30/2013 Fund Balance
001	General	(1,320,559)	4,722,460	(1,695,281) a.	6,417,741	1,101,029 b.	5,316,712
011	Sales Tax/Spec Rev	(457,921)	14,249,855	(1,019,002)	15,268,857	3,951,415	11,317,442
012	Streets	40,899	4,214,054	176,589	4,037,465	910,771	3,126,694
017	Comm Dev Ag	320,162	(320,162)	456	(320,618)	6,745	(327,363)
018	Debt Svc	(35,100)	195,586	31,758	163,828	65,359	98,469
020	KENO	52,683	1,241,851	(89,608)	1,331,459	666,820	664,639
021	Trust	15,838	213,661	10,489	203,172	32,500	170,672
022	On street	11,304	(9,340)	(7,212)	(2,128)	-	(2,128)
023	Christensen Field	27,631	1	1	(0)	-	(0)
024	DID	1,791	28,054	4,015	24,039	1,950	22,089
025	Transit	12,718	922	686	236	(8,060)	8,296
026	P&R Spec	1,835	176,421	97,661	78,760	78,760	(0)
027	Gas Chrom	-	-	-	-	-	-
028	Econ Enhance	(1,814)	403,359	98,968	304,391	(21,200)	325,591
029	Airport	47,891	124,698	63,546	61,152	34,874	26,278
030	CDBG Revolving	(603,472)	1,645,468	429,371	1,216,097	527,870	688,227
031	CDBG Clearing	12,138	(17,885)	(20,166)	2,281	-	2,281
032	Housing Rehab	(14,127)	438,117	(7,633)	445,750	5,450	440,300
033	E911	(26,086)	79,952	(88,977)	168,929	125,858	43,071
034	Drug Task/III Corps	(50,344)	99,197	1,424	97,773	760	97,013
035	Wireless E911	(54,179)	70,294	(45,869)	116,163	113,043	3,120
040	Spec Proj	(263,881)	1,184,926	647,160	537,766	(250)	538,016
041	Assessments	49,286	1,209,361	(143,912)	1,353,273	(28,000)	1,381,273
060	CEI	(879,034)	1,112,893	(189,890)	1,302,783	62,047	1,240,736
061	WC	(285,183)	1,357,891	146,515	1,211,376	236,000	975,376
063	Employee wellness	(13,646)	13,646	2,642	11,004	3,000	8,004
		(3,411,170)	32,435,278	(1,596,269)	34,031,547	7,866,741	26,164,806
	Provision of fund balance	(1,320,559)		(1,695,281) a.		1,101,029 b.	
	Plus Salary accrual	-		-			
	Adjusted provision	(1,320,559)		(1,695,281)			
	Est Ord carryover	667,357		993,281		1,001,927	
	Adjusted use (prov) of fb	(653,202)		(702,000)		99,102	
	2010 budgeted amount - use	669,318	2012 budgeted amount - use	225,606			

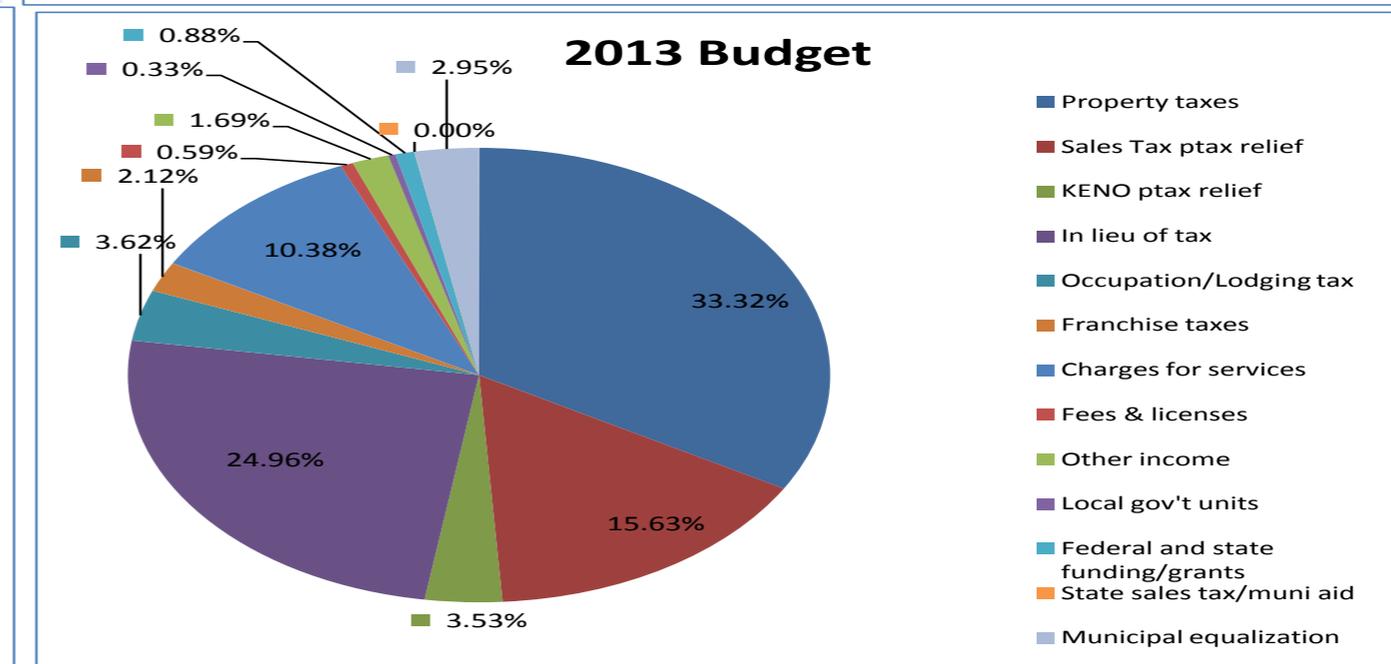
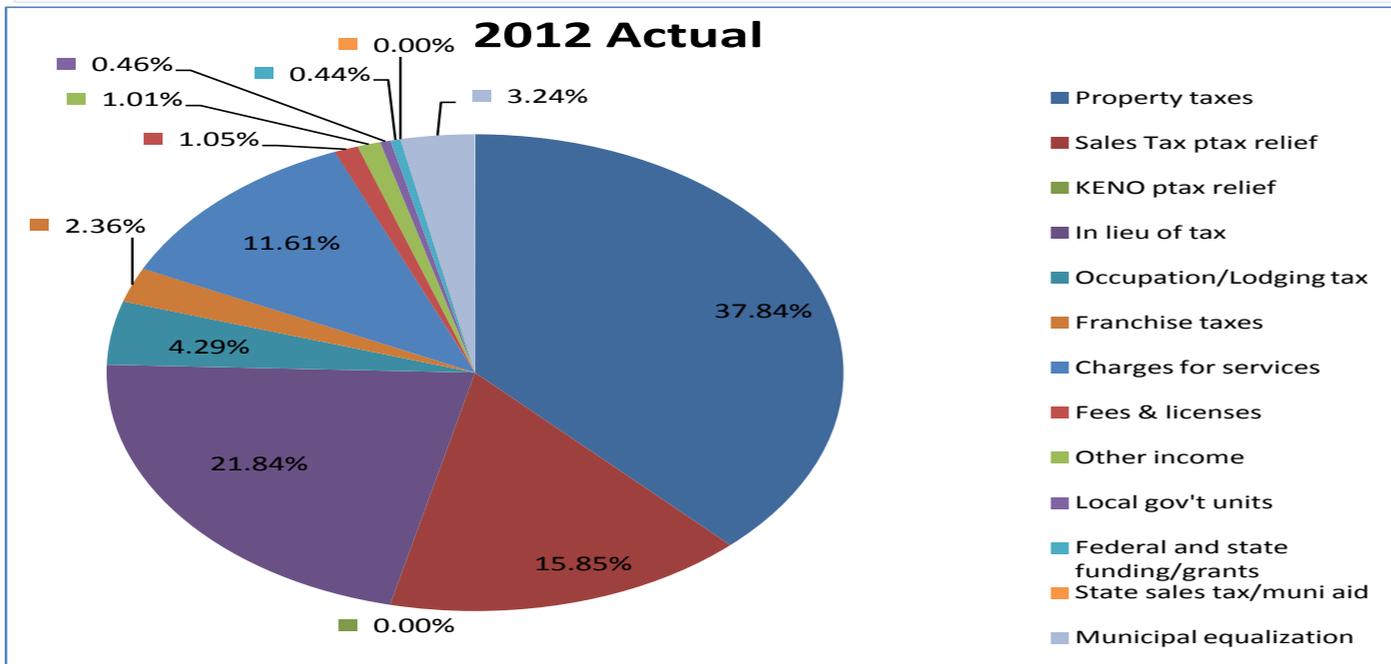
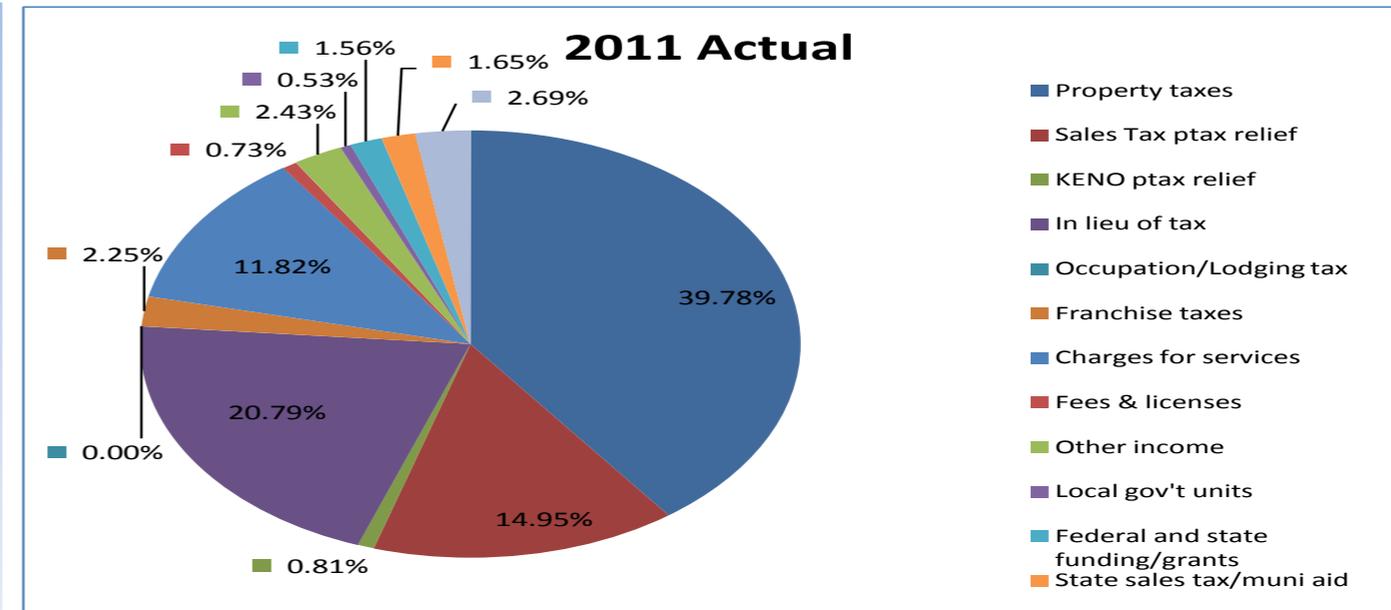
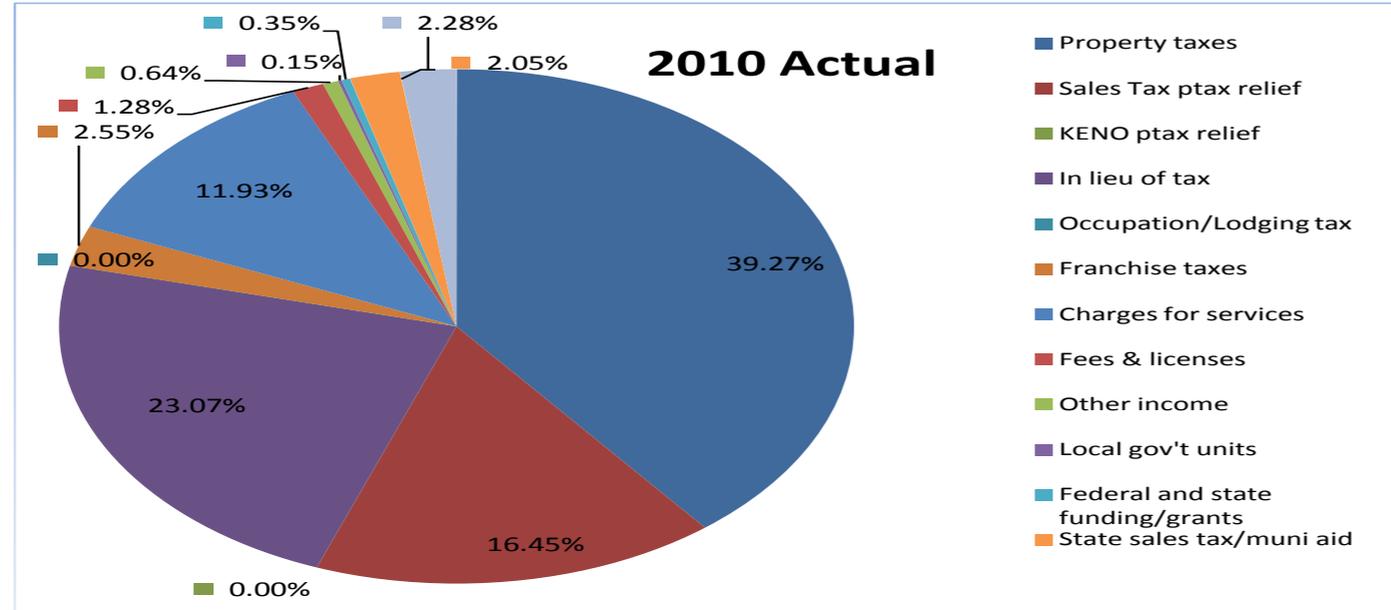
**City of Fremont
General Fund Expenditures**

	2010 Actual	2011 Actual	2012 Actual	2013 Budget
Personal Services	\$ 9,378,217	\$ 8,970,005	\$ 8,768,181	\$ 9,270,773
Contractual Services	\$ 1,667,294	\$ 1,843,142	\$ 1,521,655	\$ 2,905,328
Contr. Svcs Admin				\$ 678,800
Ordinance Defense/enforcement		\$ 38,833	\$ 60,174	\$ 1,325,000
Commodities	\$ 867,395	\$ 859,177	\$ 856,901	\$ 1,175,540
Capital Outlay	\$ 385,145	\$ 961,303	\$ 422,558	\$ 1,828,580
Transfers out	\$ 10,123	\$ 424,695	\$ 515,392	\$ 40,969
	\$ 12,308,174	\$ 13,097,156	\$ 12,144,862	\$ 17,224,990

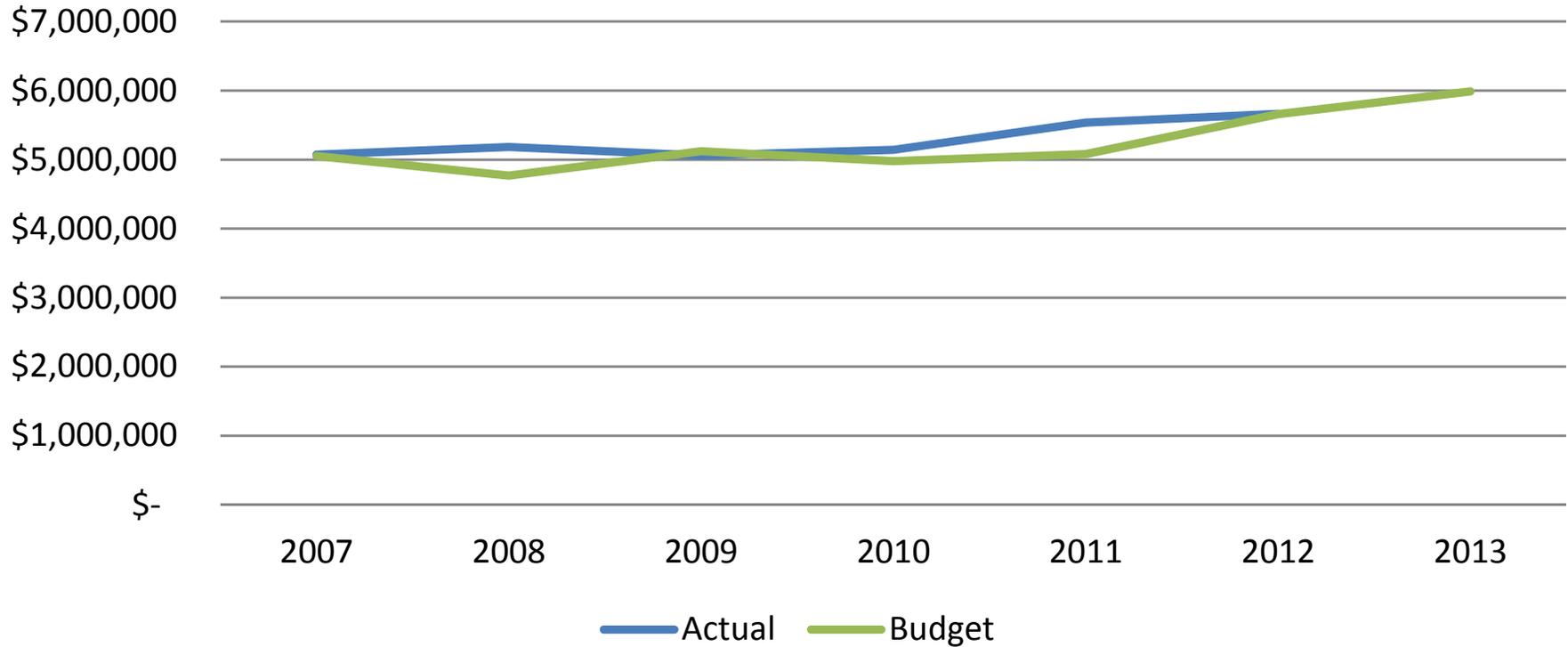


City of Fremont

General fund revenues by source

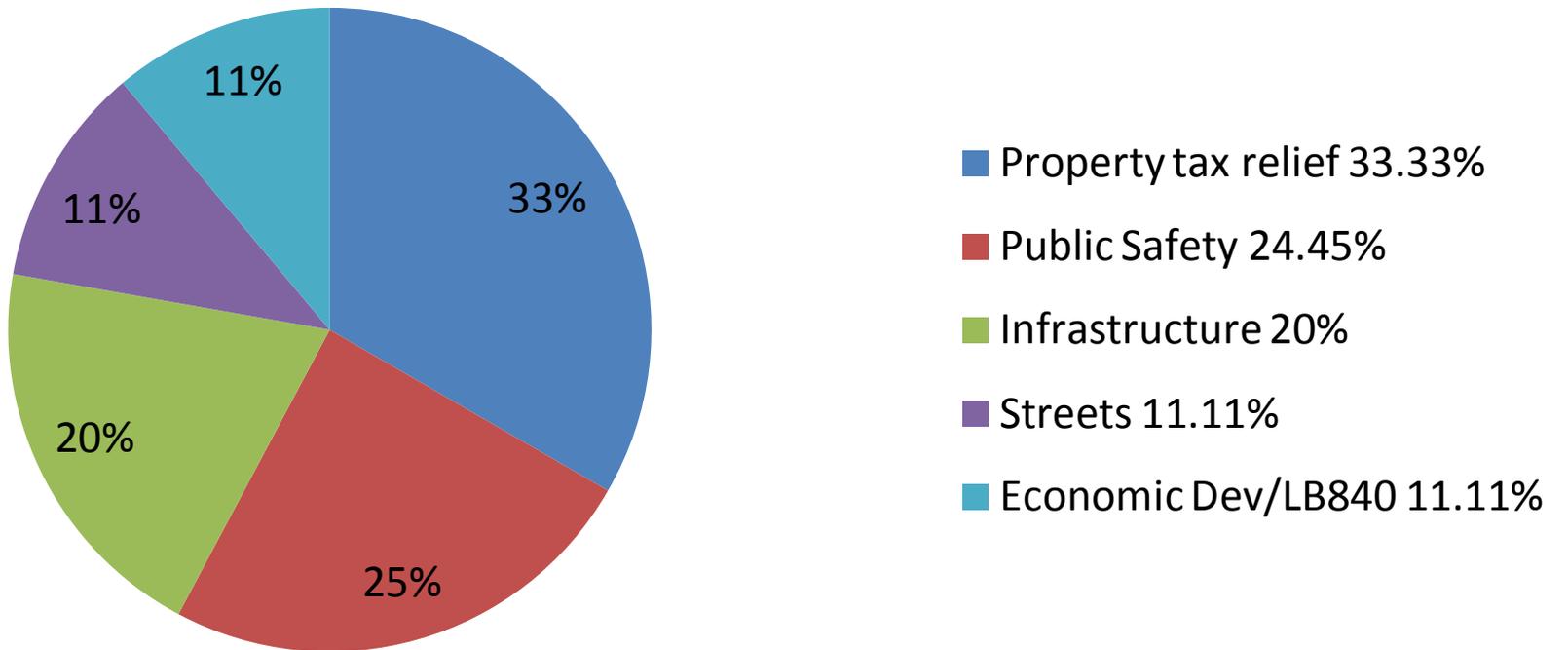


City of Fremont Sales Tax Collections 2007-2013

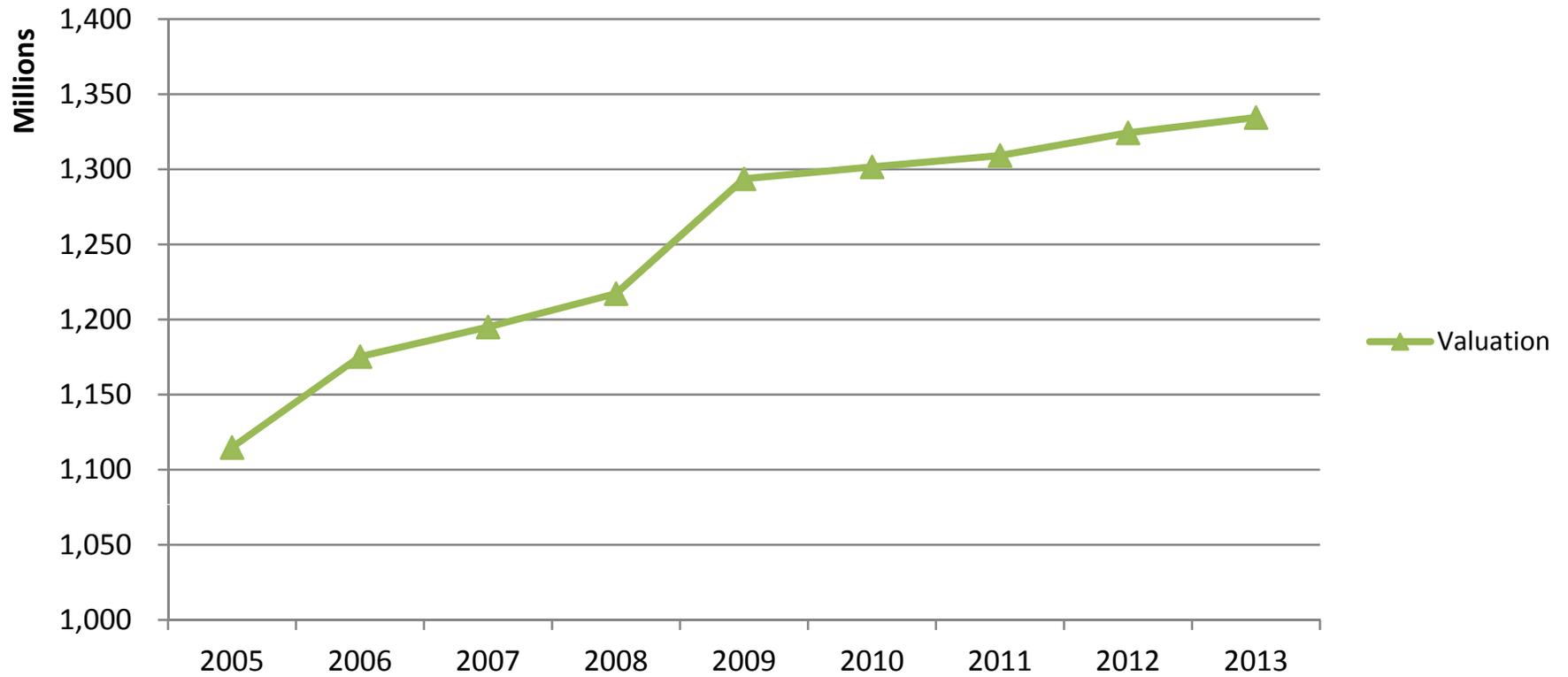


	Sales tax collected FY 2012	Sales tax rate
Columbus	\$5,732,124.69	1.50%
Norfolk	\$7,641,053.35	1.50%
Grand Island	\$14,576,866.54	1.50%
Hastings	\$5,654,283.73	1.50%
Kearney	\$10,543,175.37	1.50%
North Platte	\$7,431,547.17	1.50%
Fremont	\$5,662,134.51	1.50%

City of Fremont Sales Tax allocation



City of Fremont Property Values

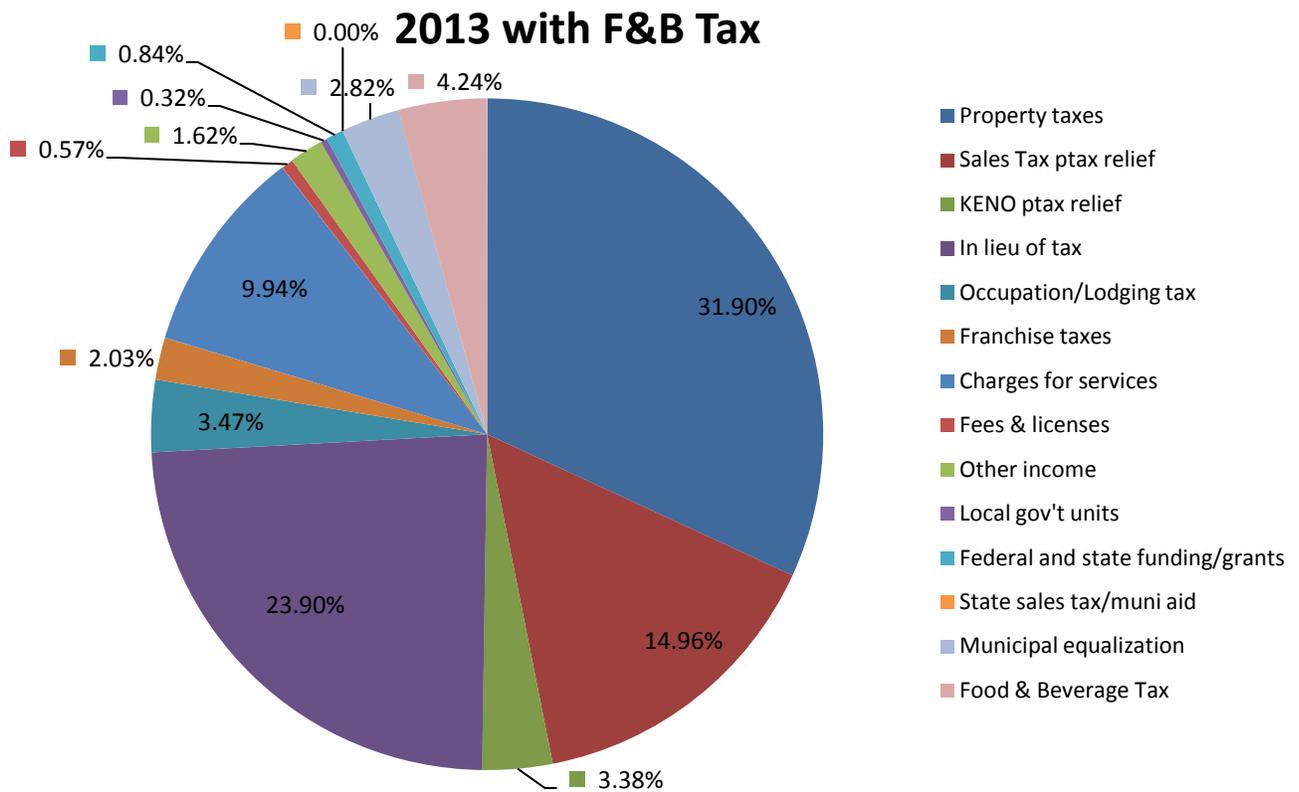
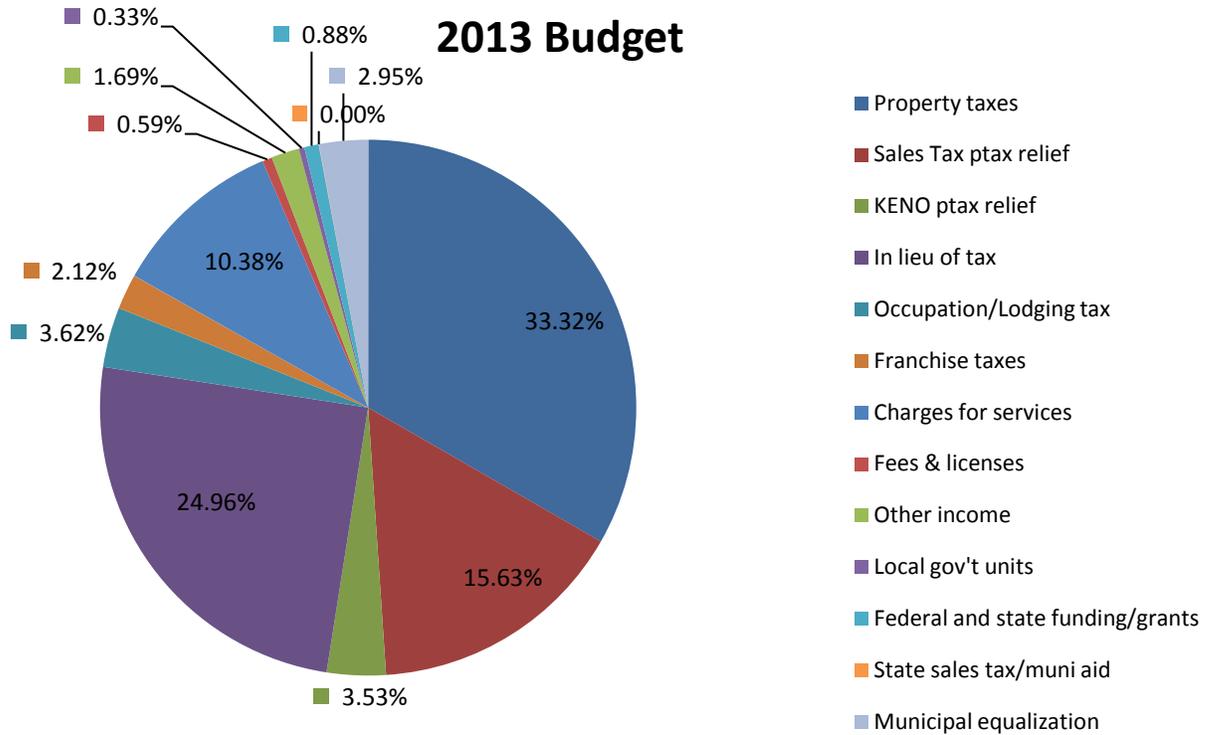


From City of Norfolk Survey Results

	Property tax levy		Valuation		Property tax request 2012
Columbus	0.325186	\$	1,257,950,788	\$	4,090,679.85
Norfolk	0.230643	\$	1,189,671,585	\$	2,743,894.23
Grand Island	0.324100	\$	2,517,067,460	\$	8,157,815.64
Hastings	0.472766	\$	1,090,995,310	\$	5,157,855.00
Kearney	0.148870	\$	1,728,884,664	\$	2,573,790.60
North Platte	0.474637	\$	1,239,755,403	\$	5,884,337.85
Fremont	0.366211	\$	1,334,541,439	\$	4,887,237.55
	0.028630		Less Ordinance Defense/Enforcement		
	0.337581		Levy (including Debt service)		

City of Fremont

General fund revenues by source



Capital Improvement Plan

Fiscal Year 2012-2013		Carryover	Other	Keno	Gas Tax	Grants/ Donations	Sales Tax	GO Bonds	General Fund Revenues	Total Funding 2012-2013	2012-2013 Revenues / Fund Balance	CIP Committee Ranking
Project	Dept											
Street - BNSF Viaduct ROW & Design	32	1,575,010					2,500,000	58		2,500,000	924,990	31.14
1st Street, Luther-Johnson	32	1,526,521				1,000,000	567,000	58	C	1,567,000	40,479	30.71
Street - Bell, Linden-Cuming	32	2,520,946				2,052,000	513,000	58	B	2,565,000	44,054	30.14
Street - W Military, Pierce-Ridge Road	32	1,080,000					1,280,000	58		1,280,000	200,000	29.86
Johnson Road-Widening (West) Military-16th	32	275,000	245,000	D			30,000	58		275,000	-	29.71
Rawhide Creek Box Culvert, 27th & Lincoln	32	-					145,000	56		145,000	145,000	28.00
Military Ave Resurfacing, Broad-Bell	32	-					638,000	58		638,000	638,000	27.86
Paving - Street Reconstruction	32				220,000					220,000	220,000	27.86
Drainage - W Military, Pierce-Ridge Road	32	450,000					450,000	58		450,000	-	27.71
32nd St Yager-Luther Paving City Share	32	-					678,300	58,59		678,300	678,300	27.43
State Lakes Trail	37	404,519				310,169	108,041	56	J	418,210	13,691	27.29
32nd St Yager-Luther Utility Extension	32	-					55,000	56		55,000	55,000	27.14
Rawhide Creek Trail	37	597,410				477,988	119,500	56	J	597,488	78	26.86
Johnson Road Trail	37	477,642				382,174	95,544	56	J	477,718	76	26.86
Paving - Pavement Repairs	32						220,000	58		220,000	220,000	26.43
Resurfacing - Various Resurfacing	32						360,000	58		360,000	360,000	26.29
Broad Street - Close Out State Project	32	80,000			80,000					80,000	-	25.57
Paving - Downtown Intersections	32	-			250,000					250,000	250,000	24.43
PSAP 4 Station Console, PCs, Software, Furniture	89	540,941	470,791	G					314,565	785,355	244,414	24.29
GIS Software	25	5,000			12,500					12,500	7,500	24.14
Asphalt Cold Patch/Recycler	32	-			21,800					21,800	21,800	24.14
Street - Dike Studies	32	-					120,000	58		120,000	120,000	24.14
Fiber Between Buildings (split w/ DU)	11	-							75,000	75,000	75,000	23.57
Sweeper	32	-			250,000					250,000	250,000	23.43
2 Police Cruisers	9	-					52,500	55		52,500	52,500	22.86
Traffic Signal Improvements City Wide	32	-			155,000					155,000	155,000	22.86
2 Cruiser Conversion Kits	9	-					17,000	55		17,000	17,000	22.57
Indoor Arena Light Fixtures	27	-		20,000						20,000	20,000	22.57
Drainage - Intersection Storm Sewer	32	-					15,000	56		15,000	15,000	22.57
Drainage - Misc Storm Sewer	32	-			30,000					30,000	30,000	22.43
Sidewalks - Various Projects	32	-			10,000					10,000	10,000	22.29
SUV for Lieutenants	9	-					20,000	55		20,000	20,000	22.00
Drainage - Storm Water Management	32	-			65,000					65,000	65,000	22.00
Thermal Imager with SCBA (Airpacks)	6	-					45,920	55		45,920	45,920	21.71
Defibrillator	6	20,000					35,000	55		35,000	15,000	21.71
Paving - Intersection Turn Lanes	32	-			40,000					40,000	40,000	21.71
Water, Sewer, Paving Misc Projects	32	-					230,000	56		230,000	230,000	21.57
Traffic - Misc. Signal Improvements	32	-			10,000					10,000	10,000	21.57
Traffic Signals and Studies	32	-			15,000					15,000	15,000	21.43
Drainage - Ditch Bank Stabilization	32	-					15,000	56		15,000	15,000	21.29
Roof Project	31	153,000		159,850						159,850	6,850	21.14
Drainage - Ditch Cleaning	32	-					30,000	56		30,000	30,000	21.00
Paving - Cloverly & Broad	32	145,000			145,000					145,000	-	21.00
Ronin Pool Repairs	28	140,000	78,760	A	61,240					140,000	-	20.57
15' Batwing Mower	32	-			17,500					17,500	17,500	20.43
CDBG Land	82	-	30,000	F						30,000	30,000	20.29
Network Upgrades	11	-							14,000	14,000	14,000	20.14
Imaging Software/Scan Stations	11	-		10,750						10,750	10,750	19.86
Indoor Arena Roof - Phase 3	27	-		29,000						29,000	29,000	19.86
Traffic Control Devices	6	6,000					6,000	55		6,000	-	19.71
15' Mower/Tractor Combo	27	-		48,000						48,000	48,000	19.71
Wireless E911 Equipment Upgrades	89	-	200,000	I						200,000	200,000	19.71

Capital Improvement Plan

Fiscal Year 2012-2013		Carryover	Other	Keno	Gas Tax	Grants/ Donations	Sales Tax	GO Bonds	General Fund Revenues	Total Funding 2012-2013	2012-2013 Revenues / Fund Balance	CIP Committee Ranking
Project	Dept											
Sungard Permits/Licenses Module	11	-							65,000	65,000	65,000	19.57
Window Replacement	9	70,000					90,000	55		90,000	20,000	19.43
Crew Cab Truck w/ Dump Box	25	-			29,000					29,000	29,000	19.43
Paving - Intersections	32	-			40,000					40,000	40,000	18.57
Paving - Misc Paving Projects	32	-			75,000					75,000	75,000	18.43
Downtown Redevelopment	24	-							300,000	300,000	300,000	17.43
Carpet & Tile	9	7,000					15,000	55		15,000	8,000	17.29
Recable Police Dept	11	12,000					15,000	55		15,000	3,000	17.29
Housing Redevelopment	24	-							125,000	125,000	125,000	17.00
Moller Field Bleachers	27	-		10,000						10,000	10,000	16.86
East Entrance Vestibule	31	-		15,000						15,000	15,000	16.71
West Entrance Canopy	31	-		5,000						5,000	5,000	16.29
Mini Bus	29	-	30,000	K	30,000					60,000	60,000	16.14
Gator	42	-			16,000					16,000	16,000	14.14
2 Parks Trucks	27	-			45,000					45,000	45,000	13.57
Inspections Vehicle	4	10,000							22,500	22,500	12,500	NR
Engineering Capital Under \$5K	5								4,000	4,000	4,000	NR
Stucco/Garage Doors	6	-					17,000	55		17,000	17,000	NR
Firehouse HVAC	6	12,000					13,500	55		13,500	1,500	NR
Rescue Squad	6	256,000					256,000	55		256,000	-	NR
Fire Capital Under \$5K	6						20,650	55		20,650	20,650	NR
2 Shotguns	9	1,010					1,010	55		1,010	-	NR
Police Capital Under \$5K	9						20,420	55		20,420	20,420	NR
IT Capital Under \$5K	11								39,480	39,480	39,480	NR
Streets Capital Under \$5K	25	-			1,800					1,800	1,800	NR
Land - Right of Way Acquisitions	32	-			30,000					30,000	30,000	NR
Street Improvement Capital Under \$5K	32	-			6,500					6,500	6,500	NR
Misc Improvements	34	-	15,000	E						15,000	15,000	NR
III Corps Capital Under \$5K	90		10,000	H						10,000	10,000	NR
South Hangar Complex Development	34	-					197,500	59		197,500	197,500	NR
										-	-	
	Total	\$ 10,364,999	\$ 1,079,551		\$ 449,840	\$ 1,504,100	\$ 4,222,331	\$ 8,991,885	\$ -	\$ 959,545	\$ 17,207,251	\$ 6,842,252

Footnotes

- A Park & Rec Special Fund
- B NDOR
- C NDOR \$850K, FPS \$100K, Railroad \$50K
- D Assessed
- E Airport Fund
- F CDBG Funds
- G E911 Fund, Wireless E911 Fund, DCSO
- H Drug Task Force Fund
- I East Central Region 911 Grant
- J Transportation Enhancement Grant
- K Senior Center Inc

Sales tax 2055 625,000
 Sales tax 2056 813,085
 Sales tax 2058 7,356,300

Capital Improvement Plan

Fiscal Year 2012-2013	Carryover	Other	Keno	Gas Tax	Grants/ Donations	Sales Tax	GO Bonds	General Fund Revenues	Total Funding 2012-2013	2012-2013 Revenues / Fund Balance	CIP Committee Ranking
Project	Dept										
Sales tax 2059						197,500					

AN ORDINANCE OF THE CITY OF FREMONT, NEBRASKA, AMENDING CHAPTER 14 OF THE FREMONT MUNICIPAL CODE, ORDINANCE NUMBER 3139, IMPLEMENTING AN OCCUPATION TAX ON FOOD AND BEVERAGES; ADDING SECTION 14-301 THROUGH SECTION 14-314 PERTAINING TO FOOD SERVICES, DRINKING PLACES AND RESTAURANT TAX; DEFINING RATES AND PAYMENT PROCEDURES; AND REPEALING ANY ORDINANCE OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND TO PROVIDE FOR PUBLICATION AND THE EFFECTIVE DATE OF THIS ORDINANCE.

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

SECTION I. Findings and Intent:

The City Council determines and declares that persons engaging in, carrying on, or pursuing any food services, drinking places business, or restaurant are directly or indirectly benefited from tourism, that places unique demands on the City's resources, but which is an activity that should be promoted and encouraged. Further, people who patronize a business for food and drinking places purposes within the City and the areas within the corporate limits of the same are exercising a privilege and generating revenue subject to taxation.

Pursuant to the authority of Nebraska Revised Statute R.R.S. 1943, Section 16-205, the City Council finds, determines and declares that it is appropriate that a tax be imposed on all food services, drinking places businesses, and restaurants as herein defined for the purpose of raising revenues. The foregoing determination is made with due consideration of business in the City and the relation of business to the municipal welfare, together with relation thereof, to expenditures required by the City, and with consideration of just, proper and equitable distribution of the tax burdens within the City and other properly associated matters.

It is the intent of this Council that the occupational taxes imposed by this ordinance shall be cumulative except where otherwise specifically provided.

Section 2. Chapter 14, Section 14-301 to 14-314 are added to the Municipal Code of Fremont, Nebraska, Ordinance No. 3139, as follows:

§ 14-301 **Definitions:**

(A) City shall mean the City of Fremont and the area within the corporate limits of the City of Fremont.

(B) Drinking places shall mean any establishment offering the public on premises consumption of food and/or non-alcoholic beverages. Such businesses include, but are not limited to: bars, taverns, night clubs, dance halls, restaurants, race tracks, and arenas. The term shall not include:

(i) any business offering food or beverages free of charge. The term "free of charge" means without any consideration, donation, contributions, or monetary charges of any nature paid for access to a facility or its services and, without limitation, requires the absence of any admission charge, cover charge, table reservation fee, gate charges, seat charges, entertainment fee, green fees, or required minimum purchase of food, refreshments, or merchandise.

(ii) any state or county fair.

(C) Finance Director shall mean the Finance Director of the City of Fremont.

(D) Food shall include all edible refreshment or nourishment, whether solid, semi-solid, liquid or otherwise, except snack foods, which shall mean unopened bottles or cans of soft drinks; chewing gum; candy; popcorn, peanuts and other nuts; unopened packages of cookies, donuts, crackers and potato chips; and other items of essentially the same nature and consumed for essentially the same purpose which are packaged for home consumption.

(E) Person shall mean any natural person, individual, partnership, association, organization or corporation of any kind or character engaging in the business of providing food services, drinking places, or restaurants.

(F) Restaurant shall mean any place that is kept, used, maintained, advertised, or held out to the public as a place where food is prepared and sold for immediate consumption on the premises. The term includes, but is not limited to, cafes, grills, bistros, delicatessens, coffee shops, bakeries, lunch counters, and sandwich stands. The term includes a space or area within a hotel, motel, bed and breakfast, boarding house, hospital, or office building where food is sold or consumed if a separate charge is made for such food. The term does not include:

(i) A grocery store, convenience store, supermarket, or a hotel, motel, or other place offering lodging, except for any space or area therein designated as a place where the public may consume food.

(ii) A religious, civic, educational, charitable, governmental, or political organization exempt from income taxes under the United States Internal Revenue Code that offers food solely to its members or students.

(iii) A daycare center, public or private, that offers food solely to its employees or the children staying at the center.

(iv) A convalescent home, nursing home, home for the aged or infirmed, or substance abuse facility that offers food solely to its residents.

(v) Premises where food is obtained solely from vending machines operated by coin or card operation regardless of whether the food may be consumed on the premises.

(vi) Temporary stands at festivals or other similar events from which food ready for consumption is sold unless entrance to the place at which the food is sold is subject to an admission charge.

(H) Taxpayer shall mean any person engaged in the food services and drinking places businesses herein defined who is required to pay the tax herein imposed.

§ 14-302 Collection

(A) There is hereby imposed a food services and drinking places occupational privilege tax upon each and every person conducting food services, drinking places business, or restaurants within the City for any period of time during a calendar month. The amount of such tax shall be one and three-quarters percent (1.75%) of all gross receipts for each and every calendar month derived from

the food services and drinking places business subject to this tax.

(B) The person engaged in the food services, drinking places business, and/or restaurants may itemize the tax levied on a bill, receipt, or other invoice to the purchaser, but each person engaged in food services, drinking places business, or restaurant shall remain liable for the tax imposed by this section.

(C) Gross receipts subject to the tax shall include receipts from the sale of food and nonalcoholic beverages. Gross receipts subject to tax shall also include the receipts of sale of food in a restaurant with facilities for consumption on the premises even if the food is not actually consumed on the premises, including the receipts from prepared "take out", "drive through", or "to go" food, and receipts from the sale of food and non-alcoholic beverages as a concession at a race track or arena.

§14-303 Tax Imposed for Revenue Purposes; Tax Cumulative

(A) The tax imposed by this article is purely for revenue purposes to support the government of the City. The levy of the tax under this article is in addition to all other fees, taxes, excises and licenses levied and imposed under any contract or any other provisions of this Code or ordinances of the City, in addition to any fee, tax, excise or license imposed by the state.

(B) Payment of the tax imposed by this article shall not relieve the person paying the same from payment of any other tax now or hereafter imposed by contract or ordinance or by this Code, including those imposed for any business or occupation he or she may carry on, unless so provided therein.

§14-304 Exemptions

(A) The tax imposed by this article shall not be due on:

- (a) Any fee received exclusively by a religious, civic, educational, charitable, governmental, or political organization exempt from income taxes under the United States Internal Revenue Code.
- (b) Any fee received for any scientific and literary lectures or entertainment as described in Nebraska Revised Statutes Section 16-205.
- (c) Any fee received for concerts and all other musical entertainments given exclusively by the citizens of the City as defined in Nebraska Revised Statutes Section 16-205.
- (d) Any fee received by any person engaged in business within the City not within the taxing power of the City under the Constitution of the United States and the Constitution and Statutes of the State of Nebraska.
- (e) The value of food or beverages furnished by food services and drinking places to employees as part of their compensation when no charge is made to the employee.
- (f) Tips to an employee of a food services and drinking places when the amount of the tip is wholly in the discretion of the purchaser, whether or not the tip is paid to the employee or added to the bill and if the sole amount of the tip is turned over to the employee. Amounts that are added to the price of the meal and required to be paid by

the purchaser, whether or not designated as a tip or a service charge, shall be exempt as a tip to the extent the mandatory amount does not exceed twenty percent (20%) of the sales price.

§14-305 Due date and Return

(A) Each and every person engaged in the food services, drinking places business and/or restaurants within the City for the calendar month beginning April 1, 2013, and for each and every calendar month thereafter, shall prepare and file, on or before the last day of the month following on a form prescribed by the Finance Director, a return for the taxable calendar month, and at the same time pay to the Finance Director the tax herein imposed.

(B) The City Finance Director may, by regulation, specify a uniform class of taxpayer that may make reports and remittances quarterly in lieu of monthly taking into consideration the amount of tax due. In addition, a person subject to the tax imposed herein may, upon written application to and with the written consent of the Finance Director, make reports and remittances on a quarterly basis in lieu of monthly. Such quarterly reports shall be due on the 15th day of July and October of each year and shall report the January, April gross receipts and the amount due for the three (3) months immediately preceding the months in which the reports and remittances are required.

§14-306 Suspension or Revocation of Other Licenses

(A) No delinquency in payment of the tax herein provided for by this article and no revocation or conviction for violation of this article shall be grounds for the suspension or revocation of any other license issued to any person engaged in business within the City by the Finance Director or any other official of the City under any licensing provisions of this Code or other ordinances, nor shall the same be grounds for the suspension or revocation of any other license issued by any licensing authority pursuant to the statutes enacted by the State of Nebraska.

§14-307 Failure to File Return; Delinquency; Assessment by Finance Director

(A) If any person neglects or refuses to make a return or payment of the taxes as required by this article, the Finance Director shall make an estimate, based upon such information as may be reasonably available, of the amount of taxes due for the period or periods for which the taxpayer is delinquent, and upon the basis of such estimated amount, compute and assess in addition thereto a penalty equal to ten percent (10%) thereof, together with interest on such delinquent taxes, at the rate of one percent (1%) per month, or fraction thereof from the date when due.

(B) The Finance Director shall give the delinquent taxpayer written notice of such estimated taxes, penalty, and interest, which notice must be served personally or by certified mail.

(C) Such estimate shall thereupon become an assessment, and such assessment shall be final and due and payable from the taxpayer to the Finance Director ten (10) days from the date of service of the notice or the date of mailing by certified mail; however, within such ten (10) day period the delinquent taxpayer may petition the Finance Director for a revision or modification of such assessment and shall, within such ten (10) day period, furnish the Finance Director the facts and correct figures showing the correct amount of such taxes.

(D) Such petition shall be in writing, and the facts and figures submitted shall be submitted in writing and shall be given under oath of the taxpayer.

(E) Thereupon, the Finance Director shall modify such assessment in accordance with the facts which he or she deems correct. Such adjusted assessment shall be made in writing, and notice thereof shall be mailed to the taxpayer within ten (10) days; and all such decisions shall become final upon the expiration of thirty (30) days from the date of service, unless proceedings are commenced within that time for appeal in the District Court of Dodge County, Nebraska by the filing of a petition with the Clerk of the Court. This appeal shall be conducted in conformance with the Nebraska Rules of Civil Procedure and Rules of the Court as may be adopted by the Court or enacted by the Legislature.

§14-308 Jeopardy Assessment

(A) If the Finance Director finds that the collection of the tax will be jeopardized by delay, in his or her discretion, he or she may declare the taxable period immediately terminated, determine the tax, and issue notice and demand for payment thereof, and, having done so, the tax shall be due and payable forthwith, and the Finance Director may proceed to collect such tax as hereinafter provided.

(B) Collection may be stayed if the taxpayer gives such security for payment as shall be reasonably satisfactory to the Finance Director.

§14-309 Administration of Article; Miscellaneous Provisions

(A) Administration by Finance Director. The administration of the provisions of this article are hereby vested in the Finance Director, who shall prescribe forms in conformity with this article for the making of returns, for the ascertainment, assessment and collection of the tax imposed hereunder, and for the proper administration and enforcement hereof.

(B) Duties performed by others. Duties of the Finance Director herein provided may be performed by any qualified person designated by the Finance Director.

(C) Notices to be sent by registered or certified mail. All notices required to be given to the taxpayer under the provisions of this article shall be in writing, and if mailed postpaid by registered or certified mail, return receipt requested, to him or her at his or her last known address shall be sufficient for the purposes of this article.

(D) Duty to keep books and records. It shall be the duty of every taxpayer to keep and preserve suitable records and other books or accounts as may be necessary to determine the amount of tax for which he/she is liable hereunder.

(i) Records of the gross revenue by which this tax is measured shall be kept separate and apart from the records of other sales or receipts in order to facilitate the examination of books and records as necessary for the collection of this tax.

(ii) It shall be the duty of every such taxpayer to keep and preserve for a period of three (3) years all such books, invoices and other records, which shall be open for examination at any time by the Finance Director or his or her duly designated persons. If such person keeps or maintains his books, invoices, accounts or other records, or any thereof, outside of the state, upon demand of the Finance Director he/she shall make the same available at a suitable place within the City, to be designated by the Finance Director, for examination, inspection and audit by the Finance Director or his or her duly authorized persons.

(iii) The Finance Director, in his or her discretion, may make, permit or cause to be made the examination, inspection or audit of books, invoices, accounts or other records so kept or maintained by such person outside of the state at the place where same are kept or maintained or at any place outside the state where the same may be made available, provided such person shall have entered into a binding agreement with the City to reimburse it for all costs and expenses incurred by it in order to have such examination, inspection or audit made in such place.

(E) Investigation of taxpayer's books. For the purpose of ascertaining the correctness of a return, or for the purpose of determining the amount of tax due from any person, the Finance Director or his or her duly authorized persons, may hold investigations and hearings concerning any matters covered by this article; and may examine any relevant books, papers, records or memoranda of any such person; and may require the attendance of such person, or any officer or employee of such person, or of any person having knowledge thereof; and may take testimony and require proof of his or her information. The Finance Director and his or her duly authorized persons shall have power to administer oath to such persons.

(F) Sale of Business. Whenever any taxpayer sells his/her food services, drinking places business, or restaurant or quits engaging in such business, any tax payable under this article shall become immediately due and payable and such person shall immediately make a report and pay the tax due.

(G) Status of unpaid tax and bankruptcy and receivership. Whenever the business or property of any taxpayer subject to this article shall be placed in receivership, bankruptcy or assignment for the benefit of creditors, or seized under distraint for property taxes, all taxes, penalties, and interest imposed by this article and for which the taxpayer is in any way liable under the terms of this article shall be a prior and preferred lien against the property of the taxpayer, except as to pre-existing claims or liens of a bona fide mortgagee, pledgee, judgment creditor or purchaser whose rights shall have attached prior to the filing of the notice as hereinafter provided on the property of the taxpayer, other than the goods, stock in trade, and business fixtures of such taxpayer; and no sheriff, receiver, assignee or other official shall sell the property of any person subject to this article under process or order of any court without first ascertaining from the Finance Director the amount of any taxes due and payable under this article; and if there be any such taxes due, owing and unpaid, it shall be the duty of such officer to first pay the amount of such taxes out of the proceeds of such sale before making payment of any monies to any judgment creditor or other claimants of whatsoever kind or nature, except the cost of the proceedings and other pre-existing claims or liens as above provided.

(H) Release of liens. The tax imposed by this article, together with the interest and penalties herein provided and the cost of collection which may be incurred, shall be and, until paid, remain a first and prior lien, except as otherwise provided by the constitution or statute, superior to all other liens, on all the merchandise, furniture and fixtures, tools and equipment of the taxpayer within the City, and may be foreclosed by seizing under distraint and sale of so much of said merchandise, furniture and fixtures, tools and equipment, as may be necessary to discharge the lien. The lien created by this article shall apply only to tax obligations hereafter incurred. Any lien for taxes as shown on the records of the county clerks and recorders as herein provided shall, upon the payment of all taxes, penalties and interest covered thereby, be released by the Finance Director in the same manner as mortgages or judgments are released.

(I) *Statute of Limitations.* No suit for collection of any taxes imposed by this article for any interest thereon or penalties with respect thereto may be instituted, or any other action to collect the same shall be commenced, nor shall any notice of lien be filed, or distraint warrant be issued, more than three (3) years after the date on which the tax was or is payable. In case of a false or fraudulent return with intent to evade tax, the tax, together with interest and penalties thereon, may be assessed or proceedings for the collection of such taxes may be begun at any time. Before the expiration of such period of limitation, the taxpayer and the Finance Director may agree in writing to an extension thereof; and the period so agreed on may be extended by subsequent agreement in writing.

§14-310 Recovery of Unpaid Tax by Action at Law

(A) The Finance Director may also treat any such taxes, penalties or interest due and unpaid as a debt due the City.

(B) In case of failure to pay the taxes, or any portion thereof, or any penalty or interest thereon when due, the Finance Director may recover at law the amount of such taxes, penalties and interest in any court of Dodge County, Nebraska or of the county wherein the taxpayer resides or has its principal place of business having jurisdiction of the amounts sought to be collected.

(C) The return of the taxpayer or the assessment made by the Finance Director, as herein provided, shall be prima facie proof of the amount due.

(D) Such actions may be actions and attachments, and writs of attachment may be issued to the constable or sheriff, as the case may be; and in any such proceeding no bond shall be required of the Finance Director except as may be required by statute, nor shall any constable or sheriff require of the Finance Director an indemnifying bond for executing the writ of attachment or writ of execution upon any judgment entered in such proceeding; and, in accordance with the procedure established by statute, if any, the Finance Director may prosecute appeals or writs of error in such cases without the necessity of providing bond therefore;

(E) The City Attorney, when requested by the Finance Director, with the consent of the Mayor, may commence an action for the recovery of taxes due under this article; and this remedy shall be in addition to all other existing remedies, or remedies provided in this article.

§14-311 City a Party to Title Actions for Determination of Lien

In any action affecting the title to real estate or the ownership or rights to possession of personal property, the City may be made a party defendant for the purpose of obtaining a judgment or determination of its lien upon the property involved therein.

§14-312 Authority of Finance Director to Waive Penalty

The Finance Director is hereby authorized to waive, for good cause shown, any penalty assessed as in this article provided; and any interest imposed in excess of six percent (6%) per annum shall be deemed a penalty.

§14-313 Penalty

(A) *Penalties for deficiencies caused by disregard of rules.* If any part of the deficiency is due to negligence or intentional disregard of authorized rules and regulations with knowledge thereof, but

without intent to defraud, there shall be added ten percent (10%) of the total amount of the deficiency; and in such case interest shall be collected at the rate of one percent (1%) per month, or fraction thereof, on the amount of the deficiency from the time the return was due, from the person required to file the return, which interest in addition shall become due and payable within ten (10) days after written notice and demand by the Finance Director.

(B) Penalties for deficiencies caused by fraud. If any part of the deficiency is due to fraud with the intent to evade the tax, then there shall be added fifty percent (50%) of the total amount of the deficiency, and in such case the whole amount of the tax that is unpaid, including the additions, shall become due and payable ten (10) days after written notice and demand by the Finance Director, and an additional one percent (1%) per month, or fraction thereof, on said amounts shall be added from the date the return was due until paid.

§14-314 **Severability**

If any provisions, clause, sentence or paragraph of this article or the application thereof to any person or circumstances shall be held invalid, that invalidity shall not affect the other provisions of this article which can be given effect without the invalid provision or application, and to this end the provisions of this article are declared to be severable.

SECTION 3. Any part of the Fremont Municipal Code, Ordinance No. 3139 and any other ordinances, parts of ordinances or resolutions of the City of Fremont in conflict herewith are hereby repealed.

SECTION 4. This ordinance shall be in force from and after its passage, approval and publication as required by law and take effect April 1, 2013.

PASSED THIS DAY OF ,2013

Scott Getzschman, Mayor

ATTEST:

Kimberly Volk, MMC, City Clerk

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Paul Payne, City Attorney

DATE: January 24, 2013

SUBJECT: Improvement Unit 97

Recommendation: Go into executive session to discuss litigation

Background: On January 10, 2013, Roland and Karen Johnson filed a petition on appeal in the District Court of Dodge County wherein they are appealing the levy of special assessment for Street Improvement Unit No.97, which the City Council voted to levy on December 11, 2012. Litigation strategy needs to be discussed with the City Council and a closed session is clearly necessary for the protection of the public interest.

Fiscal Impact: unknown

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